FILED
06/18/21
04:00 PM

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

Application of Pacific Gas and Electric Company for Approval of Its Proposals and Cost Recovery for Improvements to the Click- Through Authorization Process Pursuant to Ordering Paragraph 29 of Resolution E-4868. (U 39 E)	Application No. 18-11-015 (Filed November 26, 2018)
And Related Matters.	Application No. 18-11-016 Application No. 18-11-017

REPLY BRIEF OF PACIFIC GAS AND ELECTRIC COMPANY (U 39 E) IN 2018 CLICK-THROUGH AUTHORIZATION PROCESS PROCEEDING

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Dated: June 18, 2021

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I. INTRODUCTION AND BACKGROUND

Pursuant to Rule 13.11 of the Rules of Practice and Procedure of the California Public Utilities Commission (Commission or CPUC), the "*Assigned Commissioners First Amended Scoping Memo and Ruling*," dated October 23, 2020, and the "*Administrative Law Judge's Email Ruling Regarding Off-Calendar Evidentiary Hearings and Document Only Evidence Process,*" dated April 14, 2021, Pacific Gas and Electric Company (PG&E) hereby files this Reply Brief in support of its Application seeking "*Approval of Its Proposals and Cost Recovery for Improvements to the Click-Through Authorization Process Pursuant to Ordering Paragraph 29 of Resolution E-4868."*

This Reply Brief responds to the Opening Briefs filed by parties on May 28, 2021.[1] This Reply Brief follows the same organization and uses the same main headings as PG&E's Opening Brief. For the most part, the issues raised by parties in their Opening Briefs were already addressed by PG&E in its Opening Brief. For those issues already addressed, PG&E does not repeat them here. The new issues raised by the Joint Parties and Mission:data

[1] In addition to PG&E, Opening Briefs were filed by The Public Advocates Office of the Commission (Cal Advocates); OhmConnect, Inc., etc. (the Joint Parties), the Mission:data Coalition (Mission:data), San Diego Gas & Electric Company (SDG&E), the Small Business Utility Advocates (SBUA), and Southern California Edison Company (SCE).

that are addressed herein concern: (i) the proposed Service Level Agreements (SLAs), (ii) why customers fail to complete the Click-Through process and (iii) customer disenrollment from conflicting utility demand response programs. These issues are addressed in Section VIII below.

II. REGULATORY BACKGROUND

PG&E has nothing to add to this section in response to parties' Opening Briefs.

III. EVIDENTIARY BURDEN OF PROOF STANDARDS

PG&E has nothing to add to this section in response to parties' Opening Briefs.

IV. COMMITMENT TO CUSTOMER PRIVACY AND INFORMATION SECURITY

PG&E has *nothing* to add to this section in response to parties' Opening Briefs.

V. PG&E'S PROPOSALS FOR CLICK-THROUGH ENHANCEMENTS AND DATA DELIVERY ENHANCEMENTS ARE REASONABLE, JUST, AND UNOPPOSED

PG&E has nothing to add to this section in response to parties' Opening Briefs.

VI. ALTERNATE SOLUTION FOR CLICK-THROUGH SHOULD NOT BE ADOPTED

PG&E has nothing to add to this section in response to parties' Opening Briefs.

VII. PG&E'S COST RECOVERY PROPOSAL IS UNDISPUTED

PG&E has nothing to add to this section in response to parties' Opening Briefs.

VIII. INTERVENOR PROPOSALS ARE PRIMARILY CONCLUSORY OR SPECULATIVE AND SHOULD BE DENIED

A. Intervenors' Proposed Service Level Agreements for Third-Party Businesses Are Inappropriate for a Regulated California Energy Utility

The Joint Parties and Mission:data raise three topics regarding SLAs that warrant response. The topics are: (i) Industry Standard, (ii) Inconsistencies and Costs and (iii) Availability Requirements.

1. Intervenors Argue that SLAs are Industry Standards, but They Are Not.

In a variety of ways, intervenors argue that SLAs are "Industry Standard." [2] They are not.

The Joint Parties appear to conflate industry standards with negotiated agreements between parties. While the Joint Parties assert that "SLAs are an Industry Standard,"[3] PG&E is not aware of, nor do the Joint Parties ever reference, any specific industry standard document on SLAs.[4] In lieu of identifying an industry standard document, the Joint Parties instead describe select excerpts of IT industry contract terms and conditions used in paid services.[5]

The Joint Parties also assert that the business requirements set for 99.5 percent availability for Smart Meter Texas, and a pending settlement of 99 percent availability for Dayton Power and Light Company, are examples of SLAs applied to meter data management agent (MDMA) systems and thus should not excuse PG&E of creating some SLA.[6] Neither of these are applicable here.

With respect to Texas, the Joint Parties refer to a stipulation, *not* an SLA, that was agreed to regarding a customer authorization and data delivery system called Smart Meter Texas (SMT).[7] It is not applicable and should not be considered here.

First, the reference to the Texas stipulation is procedurally improper. The stipulation is not part of the evidentiary record and should not be considered in this proceeding.

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2 Joint Parties Opening Brief, pp. 7-10; see also Mission:data, pp. 8-9.

3 Joint Parties Opening Brief, p. 7 Section A.

4 IEEE 1366-2003, which is referenced on page 7 of the Joint Parties' Opening Brief, is an industry standard, but on a different topic. It informs utilities on methods to calculate reliability.

5 Joint Parties Opening Brief, p. 8.

6 Joint Parties Opening Brief, p. 10.

7 The Joint Parties provide a link to the stipulation on page 10, footnote 18. That stipulation is referred to herein as the Texas stipulation.

Second, even if appropriate for consideration, the terms of the Texas stipulation specifically indicate that anything in the negotiated stipulation is not precedential and should not be relied upon for any purpose.[8]

Third, even if the Texas stipulation were to be considered here, it is not what the Joint Parties represent it to be. The Joint Parties describe the stipulation as containing requirements of IT system availability of 99.5 percent, an expectation that account registrations will be processed 99.5 percent of the time.[9] Substantively, this Commission should not consider this stipulation as relevant to consideration of imposing an SLA on PG&E. There are significant factual differences to the matter at hand. Importantly, the Texas utilities do not purport to provide guarantees of a performance level to third-party businesses. Instead, the performance levels identified in the Texas stipulation are, at most, aspirational goals, which are lower than the system performance mandates sought here by the Joint Parties.

The Texas stipulation also varies from what intervenors seek here, in that the Texas utilities are not liable for penalties or other types of damages for failure to meet the aspirational targets. The stipulation states: "neither SMT [nor the utilities] will be individually or collectively liable for any damages, whether direct or consequential, including, without limitation, loss of profits or loss of revenue, related to SMT, SMT data, interruptions of

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[8] The Texas parties agreed that the Texas Commission should not consider the terms of the agreement precedential: "The entry of this Order consistent with the Stipulation does not indicate the Commission's endorsement of any principle or methodology that may underlie the Stipulation. Entry of this Order shall not be regarded as precedent as to the appropriateness of any principle or methodology underlying the Stipulation." Texas Stipulation, Proposed Order, p. 15, Ordering Paragraph 5. Similarly, in the stipulation itself, the parties specifically agreed that this Stipulation "should not be regarded as an agreement to the appropriateness or correctness of any assumptions, methodology, or legal or regulatory principle that may have been employed in reaching this Stipulation." Texas Stipulation, p. 9.

See CPUC Rule of Practice and Procedure 12.5

[9] Joint Parties Opening Brief, p. 10.

SMT…."[10] Thus, contrary to the situation in Texas, the intervenors in the matter at hand are seeking performance guarantees with penalty provisions quite different from the Texas example.

The Joint Parties also refer to another purported settlement agreement before the Ohio Public Utility Commission.[11] And, just like the alleged Texas stipulation, the Ohio agreement is not in the evidentiary record of this proceeding and should be disregarded. Also, similar to the Texas stipulation, the Ohio agreement states that it resulted from extensive negotiations that are not to be considered "the position a Signatory party may have taken if all of the issues in this proceeding had been litigated."[12]

Even if the Ohio settlement were to be considered in this proceeding, it is not a relevant precedent. In Ohio, no determination was made on the merits of the proposed service levels. The Ohio utility agreed in a settlement that it would "make best efforts" to operate its Green Button Connect (GBC, analogous to PG&E's Share My Data service) platform with at least 99 percent up-time, but would only attempt to do so during "business hours" and would not abide by that standard during all hours of the day.[13] Under the agreement, the utility provided no guarantees of performance to third-party businesses. Thus, just like the Texas stipulation, the Ohio agreement does not support the Joint Parties' request for performance guarantees from PG&E.

In sum, neither the Texas nor Ohio Commissions found or otherwise affirmed that it would be just and reasonable to impose SLAs like those sought in the matter at hand. The parties to these other states' stipulations specifically reserved the right to argue against such

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10 Texas Stipulation, p. 7.

11 Joint Parties Opening Brief, p. 10. The Joint Parties provide a link to the settlement on page 10, footnote 19. That settlement is referred to herein as the Ohio settlement.

12 Ohio settlement, p. 51.

13 Ohio settlement, p. 25.

performance levels in future proceedings. And the utilities in these other states provided no guarantees of future IT performance. On these grounds, no basis exists for this Commission to conclude that other jurisdictions have approved analogous SLAs. These other states' agreements should have no relevance to the issues in our proceeding.

2. Intervenors Argue that SLAs would address Costly Inconsistencies in the Click-Through solution, but This is Not True.

The Joint Parties and Mission:data argue that SLAs are necessary to address inconsistencies and costs that would otherwise not be present.[14] These are false claims based on inaccurate data.

The Joint Parties incorrectly cite statistics on uptime and successful data delivery[15]. For instance, the record shows that PG&E calculates 99 percent uptime.[16] In 2020, PG&E fulfilled 98 percent of data requests for authorized customers within 2 days, but over 99.9 percent of the data was successfully delivered in 2020.[17] Thus, for the Joint Parties to state that "PG&E successfully delivered data for 97.9 percent of days" is inaccurate.

The Joint Parties assert that the number of Data Issues Intake Forms submitted by demand response providers (DRPs) to utilities "can be a measure of the functionality of the click-through systems."[18] The Joint Parties then claim that the results as they relate to PG&E's Click-Through implementation are "alarming" based on the count of unique intake forms submitted to the utility – 19 in the case of PG&E.[19] PG&E disagrees with this contention.

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14 Joint Parties Opening Brief, pp. 10 – 13; Mission:data Opening Brief, pp. 10 - 11.
15 Joint Parties Opening Brief, pp. 10, 11.
16 PG&E Rebuttal Testimony, pp. 1-19 to 1-21, Q/A 28, Q/A 29.
17 PG&E Rebuttal Testimony, pp. 1-19 to 1-21, Q/A 28, Q/A 29.
18 Joint Parties Opening Brief, p. 11.
19 Joint Parties Opening Brief, p. 11.

The submittal of a data intake issue form by a DRP does not necessarily mean that there is a failure or flaw with the utility system. For some intake forms received by PG&E, the reported data issues were traced to the DRP. Examples of such issues include a third party (i) not correctly interpreting the read quality indicators for interval data, (ii) not correctly tracking the status of Service Agreements, (iii) not properly managing access tokens, or (iv) incorrectly assuming that certain interval data was inaccurate. The Joint Parties' reference to the 19 unique intake forms could very well be traced to the third parties' data management systems or to their misunderstanding/misinterpretation of the data, not to PG&E's systems. The Joint Parties' argument should thus be disregarded.

Intervenors' assertions that each utility's MDMA system, PG&E's included, was developed in a "haphazard and inconsistent way" and "burdened DRPs with additional costs" is wholly unsubstantiated.[20] Joint Parties claim that "deficiencies in the [utility] (MDMA) systems directly affect the DRPs, and DRPs have no alternative to obtain customer data no matter how deficient the MDMA systems might be."[21] While some DRPs might experience difficulties with managing their own data systems to the extent differences exist with the utilities' MDMA systems, the assertion that the utilities' MDMA systems are "deficient" is unsubstantiated. PG&E has worked with the individual members of the Joint Parties as well as other Share My Data (SMD) users on MDMA service topics in order to educate users regarding best practices for data access. PG&E is not aware of any systemic deficiencies and is committed to continuing to work with SMD users to promote the efficient use of the platform for the benefit of all users.

[20] Joint Parties Opening Brief, p. 12.
[21] Joint Parties Opening Brief, p. 13.

3. Mission:data's Proposed Availability Requirement is Inappropriate and should be rejected.

Mission:data proposes certain inappropriate availability requirements.[22] These requirements should be rejected.

In its Opening Brief, Mission:data proposes a 160 hours per year maximum allowable scheduled maintenance period.[23] This proposed IT system outage constraint is a component of their SLA framework,[24] and as PG&E discussed in its Opening Brief,[25] intervenors' proposed SLAs for third-party businesses are inappropriate for a regulated California energy utility.

While Mission:data's proposal relaxes the 30 hours per year maximum requirement first proposed by Mission:data,[26] PG&E affirms its opposition to a scheduled maintenance restriction because such a proposal is overly prescriptive, unwarranted, and unjustified. PG&E makes every effort to provide reasonable up-time of Click-Through features and MDMA services to all SMD users, including members of the Joint Parties, and PG&E has demonstrated performance statistics to support its position. PG&E should, and does, manage its associated IT systems according to the needs that provide highest benefit to our entire customer base, not just focus on servicing the Joint Parties.

B. Reject Additional Intervenor Requests to Revise Click-Through, SMD, and/or Rule 24

The Joint Parties raise two topics here that warrant response. They are: (i) Customers' Failure to Complete Process, and (ii) Customer disenrollments from conflicting utility demand response programs.

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22 Mission:data Opening Brief, p. 6.
23 Mission:data Opening Brief, p. 6.
24 Mission:data Prepared Testimony, p. 10
25 PG&E Opening Brief, Section VIII.
26 Mission:data Rebuttal Testimony.

1. The Joint Parties Make Unsubstantiated Arguments About Why Customers Fail to Complete the Click-Through Process.

The Joint Parties argue:

> thousands of customers who enter the Click-Through process do not complete it. And for those customers who do successfully authorize data sharing through the click-through process, the Joint Parties still suffer significant and unpredictable instances of missing, incorrect, and/or delayed data. The volume of data issues, the impact of outages, and the general slow response times to fix these issues are all proof that the [utilities] fail to provide adequate MDMA services.[27]

This is a baseless accusation. If there is any justification for the accusation, the Joint Parties do not provide it. While the Joint Parties imply that that customers who do not complete the process are somehow prevented from doing so by utility failures, there is no credible evidence for this claim.

The Commission should ignore this unsubstantiated claim.

2. The Joint Parties' Argument that PG&E's Click-Through System Discriminates Against Third Party DR Programs Has No Factual Basis.

In its Opening Brief, the Joint Parties assert that the utilities are discriminating against third party DR programs by not including functionality that allows a customer to disenroll from a conflicting utility DR program as part of the Click-Through process.[28] The Joint Parties contend that "… by not needing to affirm the customer's intended DR program at the outset, the current Click-Through authorization process also effectively ensures that IOUs have an unfair incumbency advantage relative to third-party DRPs."[29] The Joint Parties' contention that PG&E's Click-Through system discriminates against third party DR programs is false.

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[27] Joint Parties Opening Brief, pp. 5-6.
[28] Joint Parties Opening Brief, p. 20.
[29] Joint Parties Opening Brief, p. 22.

Customers enrolled in PG&E DR programs have the option of disenrolling from those programs in accordance with the applicable program tariffs, the applicable program terms and conditions, and using existing pathways to initiate disenrollment. PG&E's Click-Through system, in itself, does not create barriers for customers to disenroll from PG&E programs. A customer's right to disenroll from a PG&E program as well as the available pathways to initiate disenrollment are agnostic as to the customer's reason for the disenrollment. These reasons could include seeking to take service from a third party DRP under Rule 24 or seeking to enroll in a different PG&E DR program, or simply wishing to discontinue participation in a PG&E program for reasons unrelated to switching programs or providers. Moreover, developing different pathways for disenrollment could create customer confusion and would lead to higher costs for incremental system development and ongoing maintenance.

PG&E also observes that if the Commission were to order the utilities to build a new program disenrollment interface as part of Click-Through per OhmConnect's proposal, that outcome could potentially result in preferential disenrollment treatment for customers authorizing data sharing with a third party DRP using the Click-Through system versus customers who authorize data sharing using the pdf CISR-DRP Form. This is because customers who use the CISR-DRP Form would not be presented with the online disenrollment feature given that the CISR form processing occurs offline. Some DRPs prefer having their customers authorize data sharing using the CISR-DRP Form over the Click-Through process. Accordingly, PG&E is concerned that building a disenrollment interface as part of Click-Through could be construed as discriminatory against those DRPs who prefer to use the CISR-DRP Form.

IX. CONCLUSION

For the reasons set forth above and in PG&E's Opening Brief, PG&E requests the Commission approve PG&E's Proposals and Cost Recovery for Improvements to the Click-Through Authorization Process Pursuant to Ordering Paragraph 29 of Resolution E-4868.

Respectfully Submitted,

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Dated: June 18, 2021