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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. (U39E)	A.18-11-015
And Related Matters	A.18-11-016 A.18-11-017

JOINT REPLY BRIEF OF OHMCONNECT, INC. AND CALIFORNIA EFFICIENCY + DEMAND MANAGEMENT COUNCIL

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TABLE OF CONTENTS

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I. INTRODUCTION

Pursuant to Rule 13.11 of the California Public Utilities Commission's ("Commission") Rules of Practice and Procedure ("Rules") and Administrative Law Judges McGary and Hecht's April 14, 2021 *E-Mail Ruling Regarding Off-Calendar Evidentiary Hearings and Document Only Evidence Process*,[1] OhmConnect, Inc. ("OhmConnect") and the California Efficiency + Demand Management Council ("CEDMC") (collectively "Joint Parties") respectfully submits its reply brief.[2]

The substandard state of the IOUs' implementation of a click-through solution has real costs, which ultimately impact the State's efforts to improve reliability in advance of future extreme weather events. Establishing clear service-level expectations through a Service Level Agreement ("SLA") is a critical step the Commission must take to remedy the poorly functioning system, and the arguments raised by the IOUs in opposition should be rejected.

[1] *See* April 14, 2021 ALJ McGary and Hecht's *E-Mail Ruling Regarding Off-Calendar Evidentiary Hearings and Document Only Evidence Process*.
[2] Pursuant to Rule 1.8(d), OhmConnect confirms that CEDMC has authorized OhmConnect to file this Joint Reply Brief on its behalf.

For the hundreds of hours when the click-through solution is offline, customers are unable to enroll in demand response ("DR") programs. Further, every time a utility fails to send customer interval data, a metric that Southern California Edison Company ("SCE") troublingly does not even track, demand response providers ("DRPs") cannot calculate customer performance. Unable to reliably receive customer interval data, DRPs are faced with unnecessary barriers to forecasting incremental available capacity to the CAISO at a time when it is critical that as much capacity as possible is available to prevent rolling power outages. Growth of DR – and the resulting direct ratepayer benefits to those who participate in DR programs – is continuing to be impeded by the status quo, and indirect ratepayer benefits also are being lost when the critical means to access customer data is inhibited by a poorly functioning click-through solution.

Setting clear expectations for click-through and data delivery services benefits the ratepayers, who fund the click-through solution. The proposals for which the Joint Parties have advocated over the last three years – particularly a Service Level Agreement ("SLA") – are not an endeavor to line DRP pockets. The Joint Parties are *not* proposing that DRPs receive compensation for the IOUs' click-through failures. The purpose of the SLA is to protect ratepayers on *their* investment in a click-through solution that, if properly implemented, will bring substantial benefits compared to any costs, especially given increasing customer demand for DR solutions, which are first in the Commission's Loading Order. *Ratepayers*, not the DRPs, are the customers served by the click-through solution, and they are entitled to far better value on their investment.

To that end, the Commission should find that:

1. The utilities err by framing DRPs, rather than ratepayers, as the customers of the click-through solution;

2. The utilities' and intervenors' cost concerns have been addressed;

3. It is the utilities that have failed to meet *their* burden of proof with respect to *their* applications, as the Joint Parties have documented the utilities' failings and have constructively proposed solutions and alternatives; and,

4. The Joint Parties' proposals should be adopted because the arguments against their implementation are predicated on misinterpretations of the proposals.

II. RATEPAYERS ARE THE CUSTOMERS OF THE CLICK-THROUGH AND DATA DELIVERY SERVICE

Despite arguments by various parties to the contrary,[3] DRPs are not the customers of the click-through and data delivery systems. Ratepayers pay for these systems and incur costs when those systems are not functioning – and they are also the customers that benefit when the IOUs provide a certain standard of service to third-party DRPs.

The Commission requires the IOUs to maintain certain standards when providing services to third parties that benefit ratepayers, especially where setting such standards is in the public interest. For example, the Commission established a Code of Conduct that governs the treatment of Community Choice Aggregators ("CCAs") by the IOUs, finding that failure to impose standards "may result in a reduction in customer choices, contrary to the public interest" and that a "Code of Conduct will benefit customers by preserving their ability to make educated choices among authorized electric providers."[4] Amongst other requirements, the Code of Conduct requires IOUs to "provide CCAs with access to utility information, rates, and services on the same terms as that information is available to its independent marketing division."[5]

Here, too, ratepayers would benefit from the Commission requiring that the IOUs maintain certain standards when providing click-through and data delivery services to the DRPs.

[3] *See* PG&E Opening Brief, at 23; SCE Opening Brief, at 25; SDG&E Opening Brief, at 54.
[4] D.12-12-036, at 6 and 37 (Finding of Fact No. 5).
[5] *Id.*at 24.

The click-through solution is designed to facilitate *ratepayer* participation in demand response by "streamlin[ing] and simplify[ing] the direct participation enrollment process."[6]

A. Participation in Third-Party Demand Response Provides Direct Benefits to Ratepayers

Given the host of issues encountered with the current click-through implementation, demand response in California is at risk of receding if the Commission does not act to improve the level of related services. Improvements to the click-through solution will result in the accelerated growth of DR and ratepayer participation in demand flexibility, which in turn benefit ratepayers.

First, ratepayers receive direct financial benefits by participating in a third-party demand response program. OhmConnect alone has paid out more than $14 million to its customers in California and a substantial portion of those payouts have gone to the approximately 20% of OhmConnect customers that reside in a Disadvantaged Community.[7] OhmConnect's payout levels to ratepayers will grow if demand response is empowered to scale.

Second, third-party DR is especially crucial as California enters another summer of grid reliability challenges where demand response is intended to play an important role (via the Emergency Load Reduction Program and existing programs) in avoiding power outages. Third-party DRPs have proven adept at increasing customer enrollments. For example, the *2019 Energy Division's Evaluation of the Demand Response Auction Mechanism* ("DRAM

[6] D.16-06-008, at 35 (Ordering Paragraph ("OP") No. 9) and Resolution E-4868, at 6.
[7] "Disadvantaged Community" means a census tract with a score in the top 25 percent or one of the 22 additional census tracts that score in the highest 5 percent of Pollution Burden as identified in California Environmental Protection Agency's CalEnviroScreen 3.0 tool. *See generally* D. 17-12-022, D. 18-02-018, D.18-05-041, and Health & Safety Code section 39711.

Evaluation") reported that between 74% and 95% of customers participating with a third-party DRP via the DRAM had never participated in an IOU DR program previously.[8]

Third, demand response provides one of the few near-term capacity growth opportunities for the California grid. California is at a critical juncture with capacity procurement – the Commission is poised to set procurement targets of 11,500 MW of *incremental* capacity over the next four years.[9] As noted above, third-party demand response will grow the overall available capacity in California. Demand response also prevents spending on costly alternatives – to date, the DRAM has not led to procurement of DR over the Long-Run Avoided Cost of generation, and a growing level of third-party DR capacity has been purchased bilaterally outside the DRAM.[10]

Fourth, the existence of third-party DR promotes healthy competition with IOU DR programs that improves the offerings available to ratepayers. The Commission previously acknowledged the importance of competition and the need for a level playing field by adopting a principle for demand response that "[d]emand response shall be market-driven leading to a competitive, technology-neutral, open-market in California with a preference for services provided by third-parties through performance-based contracts at competitively determined

[8] *See 2018 Evaluation of the Demand Response Auction Mechanism* (Jan. 4, 2019), at 9, https://www.cpuc.ca.gov/General.aspx?id=7032

[9] *See Alternate Proposed Decision of Commissioner Rechtschaffen Requiring Procurement to Address Mid-Term Reliability*, R.20-05-003 (May 21, 2021), at 86 (OP No. 1).

[10] SDG&E appears comfortable with the current DRAM enrollment levels for demand response (while completely ignoring third-party DR capacity available outside the DRAM procurement) by arguing that "it is not clear to SDG&E what the use of the [click-through process] will be by DRPs in the future, until there is a Commission decision on whether the Demand Response Auction Mechanism is a regular program, and past the pilot stage" and that "it seems reasonable to surmise that the DRAM market may be set for the foreseeable future." SDG&E Opening Brief, at 28, 46. Contrary to SDG&E's implication, the click-through solution enables more third-party DR markets than just DRAM; those markets are significant and growing every year. The Commission should determine that it is in the ratepayers' best interest to seek growth opportunities for DR, including through improvements to the click-through.

prices, and dispatched pursuant to wholesale or distribution market instructions, superseded only for emergency grid conditions."[11]

B. Ratepayers Pay for the "Free" Click-through Service

The IOUs repeatedly suggest that, because they do not charge third-party DRPs for access to data, they need not be accountable for the click-through service that they provide. SDG&E argues that an SLA with damage provisions "is unjustified and unprecedented … given that [sic] fact that neither OhmConnect nor Mission:data *actually pay for such services*."[12] PG&E states that "[a] primary distinction [between Internet corporations and utilities] is that DRPs do not pay utilities for the SMD Rule 24 services they receive."[13] And SCE similarly reasons that "IOUs' data sharing capabilities are free to DRPs."[14] In fact, it is the shared customers of the DRPs (current and potential customers) and the IOUs – *i.e.*, ratepayers – who pay for the click-through service in order to realize all the benefits described in the previous section. And it is these same ratepayers that suffer when the click-through service is subpar.

Furthermore, a "free service" does not obviate the importance of setting clear expectations of service. Mission:data puts it best:

> The Commission should understand that the proposed SLA is primarily prophylactic, not punitive. Even if the [click-through platform's] performance over the next few years is stellar and exceeds all expectations, the SLA will have served its purpose as an oversight and accountability tool. Mission:data's approach is to hope for the best, but to plan for the worst.[15]

Approving another round of funding for the click-through solutions without an SLA will result in ratepayers continuing to be shortchanged by failing to clearly delineate the expected

[11] D.16-09-056, at 98 (OP No. 8).
[12] SDG&E Opening Brief, at 55 (emphasis in original).
[13] PG&E Opening Brief, at 35.
[14] SCE Opening Brief, at 24.
[15] Mission:data Opening Brief, at 5.

level of service to which IOUs can be held accountable. The purpose of the SLA is to set standards to ensure ratepayers receive the effective click-through solution they have been investing in.

The argument that there is no need to set service-level expectations in an SLA because third-party DRPs receive the click-through service for free further unravels when considering *why* the service is free. The Commission determined in D.16-09-056 that "[d]emand response customers shall have the right to provide demand response through a service provider of their choice and Utilities shall support their choice by eliminating barriers to data access."[16] Setting a cost to data access for DRPs would create a barrier to customer participation in a DRP program when compared to the IOU DR programs, especially residential ones, that do not have a cost to customers to participate. Customers are paying for a freely available click-through service to eliminate any such barrier for access to third-party DRPs.

III. THE SLA PROPOSED BY BOTH THE JOINT PARTIES AND MISSION:DATA MINIMIZES COSTS WHILE ADDING RATEPAYER BENEFITS

The SLA proposed by the Joint Parties and Mission:data would create direct and indirect ratepayer benefits and further California policy objectives while minimizing costs. Moreover, DRPs would receive no financial compensation for the IOUs' breach of the SLA, nor will the SLA impose immediate ratepayer costs.

A. The Benefits of Adopting an SLA Far Outweigh Any Costs

The Commission has found that "the direct participation enrollment process is an evolving one that can and should be improved"[17] to meet the goals for demand response.[18] The

[16] D.16-09-056, at 97 (OP No. 8).
[17] D.16-06-008, at 23 and 30 (Finding of Fact No. 27).
[18] *See* D.16-09-056, at 46. The Commission determined that the goal for demand response programs is to "assist the State in meeting its environmental objectives, cost-effectively meet the needs of the grid, and enable customers to meet their energy needs at a reduced cost." (emphasis in original).

Commission should adopt improvements to the implementation of DR programs where the benefits outweigh the costs.[19]

The benefits of any additional investment in the click-through solution are likely to vastly outweigh the costs. As enumerated above, there are substantial benefits to facilitating third-party participation in demand response, including increased direct financial payouts to customers (including those in disadvantaged communities), increased enrollment of customers in demand response *who otherwise would never have participated in a demand response program*, increased low-cost capacity buildout, and overall improved demand response programs through the protection of customer choice and the encouragement of competition.

Such improvements to DR programs further California policy objectives. Demand response is an important component for meeting California's capacity procurement targets, especially in the near term with the possibility of summer blackouts. DR programs are also of critical importance to the Commission's clean energy policies. Demand response is first in the Commission's Loading Order and is a preferred resource for procurement by the Utilities under Assembly Bill 57.[20]

Furthermore, the proposal of the Joint Parties and Mission:data is designed to minimize or avoid incremental costs. Contrary to the allegations of several parties that the SLA will necessitate millions of dollars of additional investment,[21] the Joint Parties and Mission:data are not proposing substantial levels of additional IT infrastructure buildout. Rather, Mission:data

[19] *See e.g.*, D.12-01-032, at 23 ("Although there will be costs to comply with the expanded vegetation clearances … We find that such costs are outweighed by the public-safety benefits."); D.06-04-033, at 51 ("Although there is a cost shift to SoCalGas customers under the system integration proposal, we believe that the benefits from this additional gas supply source outweigh this cost shift.").
[20] D.16-09-056, at 20.
[21] *See* Small Business Utility Advocates ("SBUA") Opening Brief, at 3-4; Public Advocates Office Opening Brief, at 7; SDG&E Opening Brief, at 51; SCE Opening Brief, at31; PG&E Opening Brief, at 49.

proposes (as do the Joint Parties) that the Meter Data Management Agents ("MDMAs") be permitted 160 hours per year of scheduled maintenance, so long as that maintenance is calendared at least 14 days in advance of the maintenance start.[22] It is important to note that 160 hours is greater than or equal to the total number of hours in 2020 that each MDMA conducted planned maintenance. It is reasonable to expect that each MDMA will require the same level of maintenance (or less) in subsequent years without any additional IT investment beyond that which was already budgeted by the IOUs.

Adopting an SLA as proposed by the Joint Parties and Mission:data should be a costless, or near-costless, stipulation. And, when coupled with the extraordinary benefits of third-party demand response buttressed by an SLA, the value proposition of the SLA cannot be disputed.

B. DRPs Will Receive No Financial Compensation for a Breach of the SLA

The Joint Parties' SLA proposal *will not provide any direct financial compensation to the third-party DRPs* and *will not immediately impose ratepayer costs.* Yet, SCE claims that "intervenors seek to inappropriately repurpose ratepayer funds for a gold-plated free service for their own economic benefit and to shift their burden of justifying this expensive proposal."[23] This is incorrect. As Mission:data explains in its testimony, breaches of the SLA are assigned a certain dollar value, and the sum of these costs *would then be considered in the next rate case*.[24] At no point does the SLA proposal include direct payments to DRPs. Instead, the proposal is to ensure performance of the click-through system, and the associated costs with any poor performance, are to be considered in future rate cases.

[22] *See* Mission:data Opening Briefs, at 6-7.
[23] SCE Opening Brief, at 25.
[24] Ex. MD-0500 (Prepared Testimony of Michael Murray for Mission:data), at 1.

Similarly, SBUA states that "SLAs allow the DRPs to impose contractual penalties that will have to be paid by ratepayers."[25] Again, this is not part of the proposal. Each breach of the SLA will be tabulated up until the next rate case. The Commission will then determine the extent to which recovery of these "costs" is allowable. As Mission:data explains, "[t]he notion that *any form* of an SLA cannot exist in a 'regulated environment' is untrue because it ignores how the SLA proposed by Mission:data is structured: it protects ratepayers not by requiring IOUs to pay DRPs but by merely rescinding the presumption of prudence for a certain amount of the applications' funds in the IOUs' next rate cases."[26]

IV. INTERVENORS HAVE PROVIDED AMPLE EVIDENCE THAT APPLICANTS DO NOT MEET THEIR BURDEN OF PROOF

As PG&E states in its opening brief, the *utility applicant* has the burden of showing "by a preponderance of the evidence that the Commission should adopt their proposal."[27] If opposing a utility proposal, intervenors must "produce evidence...raising a reasonable doubt as to the utility's position and presenting evidence explaining the counterpoint position."[28]

The utilities are incorrect in their assessments that Intervenors have stood by "silently" and failed to "meet a burden of producing admissible evidence."[29] Intervenors have submitted substantial evidence through testimony, discovery, and briefs that the utility click-through solutions are deficient and do not sufficiently address the orders of Resolution E-4868 to include in these applications:

- "improvements to the authorization process that may have the effect of increasing customer enrollment in third-party demand response programs;

[25] *See* SBUA Opening Brief, at 4.
[26] *See* Mission:data Opening Brief, at. 8 (emphasis in original).
[27] PG&E Opening Brief at 6, citing D.18-10-019, at 31.
[28] *Id.* at 7, citing D.18-10-019, at 31 (citation omitted).
[29] *See* PG&E Opening Brief, at 6-7; SCE Opening Brief, at 3-4; SDG&E Opening Brief.

- improvements in data delivery processes;
- upgrades to the information technology infrastructure needed for click-through authorization processes."[30]

A. The Applications Do Not Address Numerous Issues That Handicap Customer Enrollment

The Joint Parties and Mission:data have each supplied evidence of numerous data issues – including unplanned outages, substantial data gaps, and over a hundred data issue forms filed to SCE – that should be addressed. Failing to do so, as each of the utilities' applications do, would disregard the mandates of Resolution E-4868. Incorporating an SLA is the most reasonable solution to facilitate these improvements.

The utilities seek to avoid accountability by narrowing the scope of potential data issues. For example, PG&E cites Rule 24, Resolution E-4868, and the DRAM contract as governing documents that can hold the utilities accountable.[31] As PG&E itself admits, however, those documents set service thresholds for RQMD delivery occurring within 48 trading days, initial customer data received within two days, and the *tracking* (not improving) of click-through performance metrics. Nowhere does PG&E mention requirements in these documents around ongoing data delivery, click-through solution uptime, or data accuracy. That is because those documents do not contemplate standards around these vital components of a broadly successful click-through solution.

Alas, the utilities seem satisfied with these limited provisions, such as only needing to provide meter data 48 days past the trading date. Ratepayers deserve to know their performance during an event within a day or two of the event. Furthermore, the CAISO should expect DRPs

[30] *See* Resolution E-4868, at 105-06 (OP No. 29).
[31] PG&E Opening Brief, at 28. *See also* SCE Opening Brief, at 17-18, makes similar references to RQMD.

to provide accurate forecasting for the Day-Ahead and Real-Time markets, which can only be done if data is made available in a timely manner. A successful click-through experience that will drive customer enrollment is not just about authorization and RQMD. It is also about continued energy data sharing and any outages to the associated systems. Service issues will hurt forecasting and meaningful participation, and this is why an SLA is both within the scope of this proceeding and necessary.

B. Disparity in Service Across IOU Territories Further Demonstrates the Need for an SLA

The disparity in service across the three IOUs further demonstrates the benefits of an improved click-through system. The Commission regularly sets standard and consistent agreements for the utilities across all three IOU territories to promote uniformity for all California ratepayers. For example, the Commission established standard contract terms and conditions for use in the renewable portfolio standard ("RPS") program,[32] a joint standard contract for the feed-in tariff program,[33] and a standard offer contract for qualifying facilities.[34] The Commission similarly imposes standard program requirements across service territories to ensure uniformity of customer experience. For example, the Commission imposed guidelines for the IOUs' "public safety power shutoff" programs so that "utilities, first responders and local jurisdictions will all operate under a cohesive framework" and ensuring "that citizens within the utilities' service territories understand and know how to respond to de-energization events, no matter where they may live."[35] An SLA is necessary to assure a minimum standard of service to all DR customers, regardless of service territory.

[32] D.04-06-014, *see generally* D.08-04-009 and D.11-01-026.
[33] D.13-05-034 and D.15-09-004.
[34] *See* D.20-05-006.
[35] D.19-05-042, at 67.

As PG&E notes, when performance expectations were satisfied, this "led to a significant increase in customer authorizations in the last several years."[36] Compared to SCE and its frequent inability to meet expectations (as evidenced by the one hundred data issue forms), it is clear why PG&E has seen far more customer authorizations than SCE. This variance in performance underscores the need for setting consistent standards to benefit all California ratepayers. This can and should be done through an SLA.

V. THE COMMISSION SHOULD IGNORE VARIOUS PARTIES RAISING UNFOUNDED CONCERNS AND MISUNDERSTANDING THE JOINT PARTIES' PROPOSALS

A. The Joint Parties' Proposal for Error Codes Provides Consistency Among the Three IOUs and Does Not Violate Customer Privacy

SDG&E misinterprets the purpose of the Joint Parties' proposal for the IOUs to provide DRPs with specific information on a customer's failed authorization.[37] SDG&E claims to already meet the requirement,[38] but, as SDG&E enumerates, the details it provides to its ratepayer customers is limited to 1) an error message for incorrect credentials, and 2) a timeout message after ten minutes of inactivity. This falls far short of the nine error codes proposed by the Joint Parties. Furthermore, SDG&E incorrectly claims the proposal is to report summary statistics of the error codes,[39] whereas the Joint Parties actually proposed that error codes be provided on a session-by-session basis so that the DRPs will know why *an individual customer* was unable to complete the click-through process. Therefore, SDG&E is wrong when it claims

[36] *See* PG&E Opening Brief, at 31.
[37] Joint Parties Opening Brief, at 17 ("Specifically, the Commission should direct the IOUs to either provide DRPs with information about the cause of a customer's failure to complete the click-through authorization process by using a standardized set of error codes and industry-standard methodology like pixel tracking.").
[38] SDG&E Opening Brief, at 66 ("SDG&E is already meeting this requirement by providing these details during the customer authorization process where applicable.").
[39] *See* SDG&E Opening Brief, at 66-67.

that it is "already meeting this requirement" both because it fails to provide session-by-session error codes and because it does not provide them directly to the DRPs.

SBUA also claims that such a proposal would violate customer privacy.[40] This assertion should be rejected, as the first steps of the click-through process is for the customer to engage with the DRP on its website and then be re-directed to the click-through solution. By definition, the customer begins on the DRP website to enroll in its program.

As the Joint Parties explain, the customer benefits when the MDMA provides error codes to the DRP. Furthermore, the lack of consistency across the IOUs creates unneeded barriers. For those reasons, the Commission should adopt the Joint Parties' proposal.

B. The Joint Parties' Proposal for a Customer Disenrollment Pathway Will Not Create Undue Burden for the IOUs

Both PG&E[41] and SCE[42] incorrectly frame the proposal for customer disenrollment as a proposal for the utilities to manage *all* customer enrollment conflicts. This is not the proposal; rather, the proposal is for the utilities to manage the customer enrollments in their own programs that they are fully capable of facilitating. Customers who are both flagged as being in a conflicting utility program and are in a program where the utility can facilitate the disenrollment are given the opportunity to do so. There is significant benefit in adopting the Joint Parties' proposal, as it will reduce customer fatigue with the enrollment/disenrollment process and avoid a lag of the customer's participation with its new DRP in the CAISO markets.

[40] SBUA Opening Brief, at 5 ("It is the unconsented reporting of customer online behavior prior to enrollment of the customer with the DRP.").
[41] PG&E Opening Brief, at 58 ("It is inappropriate to broaden the utility role from customer authentication and authorization of data sharing to include another third party DRP's or CCA's enrollment process, as this is specific to the other DRP's or CCA's business model and program offerings and outside of the Rule 24 processes.").
[42] SCE Opening Brief, at 41 ("Often SCE cannot de-enroll a customer because the customer must contact the third-party aggregator or third-party provider.).

The Commission also should reject SDG&E's proposal on customer conflicts as it does not conform with Resolution E-4868. SDG&E proposes that customer conflicts are managed prior to authorization, where "an enhancement to the authorization screen of the CTP ... will inform the customer if they are participating in one or more SDG&E DR programs."[43] While the Commission should ensure timely resolution of customer enrollment issues, this proposal should be rejected for two reasons. First, the language of Resolution E-4868 is clear: the OAuth solution must "have a maximum of two screens and four clicks."[44] SDG&E's proposal would add another click, and therefore violate that direction. Second, SDG&E's proposal does not seem to offer a pathway to resolve the conflict; rather, it simply informs the customer of the conflict.[45] While this is useful information, it does not go far enough to streamline the customer journey because it does not allow the customer to resolve potential conflicts at that time of authorization.

C. The Joint Parties and Mission:data's Proposal for a Public-facing MDMA Outage Page Will Provide Needed Transparency to Ratepayers

SDG&E misunderstands the proposal for a public-facing outage page by pointing to its existing processes as sufficient.[46] This is not an accurate reflection of the proposal or the benefit to the customer. First, the proposal is *not* to replace the existing communications plan between SDG&E and DRPs. Second, the hypothetical use case is *not* for customers to constantly monitor

[43] SDG&E Opening Brief, at 14.
[44] Resolution E-4868, at 99 (OP No.4).
[45] *See* SDG&E Opening Brief, at 14. SBUA also seems to misunderstand SDG&E's proposal, by stating that "SBUA urges the Commission to simplify the process of customers obtaining their choice of demand response program and implement either the OhmConnect or SDG&E time-of- enrollment disenrollment procedure, or, if feasible, direct IOUs to treat enrollment in a new program as automatically terminating any preexisting enrollment." SBUA Opening Brief, at 6. While we agree that the IOUs should simplify the process of disenrollment, we reiterate that SDG&E's proposal would not satisfy SBUA's request.
[46] *See* SDG&E Opening Brief, at 61. "Currently, click through outages are communicated directly to DRPs via email as they arise…[and] this is the best and most effective manner in which to notify customers of CTP issues as it is unlikely (or at least unsubstantiated) that customers would even be actively monitoring the joint external website that the DRPs propose."

this page in event of an outage. The primary use case is to provide a reference for customers who want to verify why their meter data is missing.

D. The Joint Parties' Proposal for Historical DR Program Enrollment Information Will Assist DRPs and Ratepayers in Determining Incrementality.

SCE and SDG&E[47] fail to understand the need for historical DR program enrollment information. Their stances represent a myopic view that ignores the ever-growing demand for DERs that provide additional value, including deferral of distribution investment or other incremental procurement. As PG&E itself puts it, the information "is consistent with the need to identify incremental procurement."[48] For the Commission, and DRPs, to most accurately identify customer incrementality, historical DR program enrollment information is a necessity.

VI. CONCLUSION

The Commission should reject the arguments raised by the IOUs and other Intervenors against the incorporation of an SLA, which is the most reasonable solution to provide badly needed accountability for the IOUs' MDMA systems. The SLA described in the Joint Parties and Mission:data proposal will provide substantial benefits to ratepayers by facilitating the enrollment of customers in demand response programs, which are intended to play an important role in avoiding power outages due to future extreme weather events that already have begun this summer.

[47] SDG&E Opening Brief, at 65. ("Historical DR program enrollment does not affect eligibility to participate in a DRP program.").
[48] PG&E Opening Brief, at 61.

Respectfully submitted,

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