

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

Illinois Commerce Commission)	
On Its Own Motion)	
)	
Investigation into the Customer)	Docket No. 15-0073
Authorization Required for Access by Third)	(January 28, 2015)
Parties Other than Retail Electric Suppliers)	
To Advanced Metering Infrastructure Interval)	
Meter Data)	

VERIFIED FINAL COMMENTS OF THE MISSION:DATA COALITION

The Mission:data Coalition¹ (“Mission:data”) is pleased to offer these Verified Final Comments concerning the process by which Illinois consumers obtain access to their energy usage data and share it with authorized third parties, a step critical to enabling consumers to benefit from the data-driven energy savings enabled by the state’s advanced metering investment.

Mission:data has reviewed the sur-reply comments filed May 4th, 2015 from Citizens Utilities Board/Environmental Defense Fund (“CUB/EDF”), Elevate Energy (“Elevate”), Illinois Competitive Energy Association (“ICEA”), Ameren Illinois Company (“Ameren”), Commonwealth Edison Company (“ComEd”), the People of the State of Illinois (“AG”), and Staff of the Illinois Commerce Commission (“Staff”). Mission:data also participated in stakeholder discussions, including the June 1, 2015 workshop.

I. Introduction

A principal objective of Docket No. 15-0073 is to establish the form and manner by which customers may authorize their utility to share energy usage data with non-RES third party energy management companies. Establishing an authorization process that is simple and

¹ www.missiondata.org

convenient for consumers is of critical importance to enabling the broad adoption of data-driven energy-efficiency and management technologies in Illinois, the primary consumer benefit enabled by advanced metering.

Discussions among the parties have succeeded in establishing agreement among the parties as to four requirements:

- that customers shall have access to, and the ability to share with third parties of their choice, the 24 months of a customer's energy usage data preceding the date of authorization;
- that the granularity of the interval data subject to this proceeding and provided to the consumer via the utility backhaul shall be in increments of no longer than 60 minutes;
- that third parties shall not sell or license customer usage data, pursuant to terms similar to those applicable to RES-third parties established in Docket No. 14-0701;
- that non-RES third parties shall indicate to the consumer the purpose for which the energy usage will be used.

Following the June 1 workshop, the Environmental Defense Fund circulated draft standard language to be used by consumers to authorize non-RES third party use of their utility energy usage data as follows:

I, [CUSTOMER NAME] understand that [NAME OF THIRD PARTY] seeks access to my electricity usage information, and hereby authorize [UTILITY] to provide my electricity usage information collected from my electric meter to [NAME OF THIRD PARTY] for the purpose(s) of: [PURPOSE].

This electricity usage information includes my electricity usage levels for distinct time periods no longer than 60 minutes to the extent this information has been recorded and retained by [UTILITY].

I understand that [NAME OF THIRD PARTY] will use my electricity usage information solely for the purpose described here, and that [NAME OF THIRD PARTY], will not sell or license my electricity usage information to any other party for any other purpose, provided that it may share my electricity usage data with an affiliate or contracted vendor if that is necessary for the purpose described here.

I authorize [NAME OF THIRD PARTY] to access my usage information for the previous 24 months as well as future months. This authorization to access and use my electricity usage information will expire (a) after [TERM] months after this authorization is executed, (b) upon notification to [UTILITY] by [NAME OF THIRD PARTY] that it no longer seeks access to my electricity usage information or (c) upon notification that I have revoked [NAME OF THIRD PARTY]'s authorization to access my usage information.

Parties informally offered via email some additional changes, as described below. Mission:data offers comments regarding this language, as well our perspectives regarding the need for third-party led authorization.

II. Final Comments

a. Authorization Language. Mission:data supports the proposed language offered by Environmental Defense Fund, language that will promote consistency, support consumer confidence, and ease of use. EDF's formulation provides consumers with protection and clarity about the purposes for which energy usage data is collected while also providing flexibility to permit innovation in the development of new services useful to consumers. As such, the EDF proposal offers Illinois consumers the maximum opportunity to realize tangible consumer savings from the state's investment in advanced metering.

ICEA and the AG have offered additional changes to inform consumers of (i) their ability to report any concerns about third party compliance with the terms of the authorization or malfeasance to the Office of the Consumer Fraud Division and (ii) their legal ability to revoke a third party's access at any time, either by contacting the third party or utility, depending on which authorization process is used. Mission:data supports providing consumers with information about which division in the Attorney General's office they may contact in the event they are concerned about lack of compliance (i.e. information was used for purposes other than for the purpose authorized) or other malfeasance, as has been proposed. Mission:data also supports apprising consumers of their ability to revoke access at any time, an issue addressed in EDF's original language and amplified in language provided by Staff in a June 18 email to the parties. By that email, Staff also suggested a proposed clarification that consumers could revoke their termination by contracting the third party. Mission:data supports that clarification.

b. Purpose Specification.

Mission:data has nothing more to add regarding purpose specification at this time. We believe the language proposed by EDF shown above, as modified by ICEA, AG and Staff, indicates the parties' collective desire to provide a purpose specification to customers, thereby satisfying the purpose specification objectives in guiding documents such as the Fair Information Practice Principles ("FIPPs") and the Department of Energy's Voluntary Code of Conduct ("VCC").

c. 24 Months Historical Data.

It is Mission:data's understanding that no party disagrees with 24 months as the period of time for historical data that is transmitted to a non-RES third party upon authorization. (Note that the historical period is different from the authorization term or "duration," described below.)

d. Term of Authorization.

Mission:data remains concerned that several parties continue to oppose a consumer's right to designate an authorization term of his or her choice. A number of parties continue to press for an absolute limit of 24 months on the term of authorization.²

As Mission:data previously pointed out, the authorization term set in Docket No. 14-0701 allows a RES third party to receive data until the consumer terminates its supply service by the RES, with no arbitrary limit. In general, Mission:data reiterates that the period of authorization for any third party should similarly extend to the end of any underlying service agreement between the third party and the customer so as to avoid unnecessary, unwanted service interruptions. In workshop discussions, the justification advanced for treating RES third parties differently from non-RES third parties is that utilities have the ability to determine when consumers terminate their service agreements with RES third parties whereas utilities will not know when a customer terminates with a non-RES third party. Mission:data is sensitive to the need for an approach that does not impose undue burdens on the utilities and understands their

² See, e.g., ComEd's *Ver. Surrep. Com.*, p. 4; AG's *Ver. Surrep. Com.*, p. 5; Staff's *Ver. Rep. Com.*, p. 5.

need for certainty but believes that a policy objective for both RES and non-RES third parties should be to enable service without arbitrary time limits on service.

Mission:data suggests as a solution the use of language allowing the customer the option of identifying a specific termination date, as the Colorado Public Utilities Commission recently proposed in the customer authorization form proposed its final data access rule. The relevant portion of the Colorado consent form reads:

DATA COLLECTION PERIOD

The relevant timeframe associated with the requested data is from __ / __ / ____ and will:

end on __ / __ / ____

be effective until terminated by you.

You may terminate this consent at any time by sending a written request with your name and service address to your utility.³

Giving the consumer the option of identifying a term of their choosing other than the default term is technically feasible and provides the utility certainty of when the authorization will terminate.

Mission:data disagrees with the Attorney General's argument that a customer's renewal of data access to a non-RES third party will not be burdensome. Citing the credit card payment industry's practice of making credit cards expire every few years, the Attorney General states, "The credit card business...does not appear to have suffered from this minimal reauthorization requirement from its customers, as customers understand it to be necessary for security purposes."⁴ The analogy of credit card companies does not apply to energy management companies for two reasons. First, credit card companies have made the reactivation process extremely simple because they have a financial interest in customers making charges on their new credit cards. The utilities, as gatekeepers of the authorization process, do not share a

³ See Colorado Public Utilities Commission, Recommended Decision No. R15-0406, Proceeding No. 14R-0394EG, May 1, 2015 (Attachment E). Exceptions have been filed to this decision. Our review of those does not indicate that the content of the authorization form was that subject of any of the exceptions.

⁴ *Ver. Sur. Com.* of The People of the State of Illinois, p. 5.

financial interest in helping customers share energy data with third parties. (In fact, the opposite is true - the utilities face risks of fines and civil liabilities if unauthorized disclosures of personal information occur.) The lack of utility incentive in this respect means that the utilities will not necessarily make the authorization process as convenient as activating a new credit card. Indeed, we do not yet know what the authorization process will ultimately be, as it will be decided in both the present docket as well as Docket No. 14-0507. The utilities will do what they are ordered to do, but it cannot be assumed that the utilities' reauthorization processes will be as simple and convenient as the credit card industry's.

The second, and more important, reason is that customers who sign up for photovoltaic leases or efficiency retrofit financing and then fail to reauthorize data access could be in breach of contract with their service provider. A consumer failing to "activate" a new credit card merely loses the ability to use the new credit card, but that consumer is not in breach of an agreement. The customer *must* reauthorize energy data sharing in order to fulfill his or her contractual obligations in those circumstances.

There are several examples of residential, commercial and industrial customers that contract today with energy management service providers for different periods of time. Mission:data feels it is important to add examples to the record of arrangements common in the marketplace that are longer than two (2) years.

- **Residential customers** wishing to install solar photovoltaic (PV) systems or complete retrofits for energy efficiency often take out loans to pay the up-front costs. Many loan terms are 5-20 years in length and could include Property Assessed Clean Energy (PACE), subsidized interest rates for low-income customers, or other programs. Many lenders or service providers want to know the system's long-term performance and reduction in energy use throughout the loan term in order to determine the risks to capital providers. Thus, many of these services are offered with energy tracking services that depend upon having

consistent access to meter data throughout the loan term.

- **Commercial customers** including schools, universities, hospitals, and government buildings routinely enter into energy-saving performance contracts (“EPCs”) in which capital investments in efficiency are paid back through reduced utility bills over time. EPCs exist throughout the State of Illinois today at federal buildings as well as state and local buildings through the Local Government Energy Conservation Act⁵ and other laws. These agreements typically last for 10 years (although Illinois’ allow contracts of up to 20 years). Example customers include the University of Illinois, Eastern Illinois University, the Harold Washington Social Security Administration Center in Chicago, various community colleges, low-income housing buildings and many others. Measurement and verification (“M&V”) involves tracking ongoing meter readings and is a critical component of EPCs. M&V, of course, requires ongoing utility meter data. If a utility meter exists in the right place for a EPC project, the customer will want to authorize the contractor (or the lender) for a 10-year period.

In addition to presenting tangible examples of authorization terms that should last longer than two (2) years, we also wish to reiterate the important distinction between commercial and residential customers. As stated in sur-reply comments, Mission:data believes many of the parties’ laudable efforts to protect customers from fraud are directed toward residential consumers. Businesses are typically less in need of protection in the form of default term limitations. As shown in the examples above, commercial customers routinely engage in long-term energy savings contracts. Therefore, regardless of the Commission’s decision regarding the default term for residential customers, Mission:data urges the Commission to give commercial

⁵ See Ill. Ann. Stat Ch. 515/1, §50.

customers the ability to engage in unlimited data-sharing agreements without the need re-authorize.

Finally, with regard to term length, Mission:data reiterates its statement in sur-reply comments. With respect to residential customers, Mission:data prefers the option of an unlimited term. Mission:data would accept a *default* term of twenty-four (24) months, should the Commission deem it necessary, so long as (i) residential consumers have the option in the authorization process of designating a longer term of up to 5 or 6 years and (ii) commercial users have the option to designate an indefinite term.

e. Representation of Authorization: The Commission should require a third-party-led authorization process.

This docket began with ComEd and Ameren both supporting a third-party-led process (or “warrant” process). Indeed, not only did ComEd and Ameren support the idea of a third-party-led process for accessing interval data, but ComEd’s system allows them today. ComEd’s “Business Energy Analyzer” website allows non-RES third parties to access energy use at the granularity of daily totals with a customer account number and zip code.⁶ In sur-reply comments, several parties took issue with Mission:data’s recommendations that a third-party-led process should be provided.⁷ To be clear, Mission:data is recommending that third-party-led processes like ComEd’s should continue to exist and should not be shut down.

First, a third-party-led authorization process is clearly convenient and offers flexibility not possible in customer-led authorizations, as noted by Staff.⁸ For customers who do not use the Internet, do not pay their utility bills online or otherwise do not have a login and password to the utility’s website, a third-party-led authorization process empowers those to conveniently access services that will save them energy and money. Convenience for these customers is a real

⁶ See www.comed.com/bea.

⁷ See AG’s *Ver. Surrep. Com.*, p 5-6.

⁸ See Staff’s *Ver. Surrep. Com.*, p. 5.

benefit, though Mission:data does not believe that any party objects to a third-party-led process on the basis of convenience. Instead, the opposition from Ameren, ComEd, the AG and ICEA appears to be on the grounds of security.

Regarding security, ICEA and the AG raised concerns about Mission:data's suggestion of using text messages to further verify a customer's consent.⁹ ICEA and the AG appear to have misunderstood Mission:data's comments. Mission:data was referring to "two-factor authentication" technology.. Having a customer reply affirmatively to a text message from the utility *increases* security, not decreases it, as ICEA and the AG suggest. Most major websites for email or social networking today feature some type of text message verification to prevent exactly the type of fraud that concerns all parties to this docket (services include Twitter, Facebook, Gmail, Outlook.com, etc.). Mission:data urges the Commission to consider the benefits of text message verification as further described in Mission:data's sur-reply comments before coming to a decision on a third-party-led process. Text message verification provides both convenience *and* security, and it demonstrates that these two objectives need not be mutually exclusive. At a minimum, the Commission should not at this stage foreclose the possibility of text messages or other technological means of verifying identity in the Commission's deliberations over the "form" of authorization.

Considering the issue of security more broadly, when a non-RES third party provides an authorization request to the utility, it provides some level of information about the customer to reasonably assure the utility (and, by extension, the Commission) that the customer's consent is genuine. That could be simply an account number and a zip code (to access daily interval data through ComEd, as described above), or it could be a dozen or more pieces of information including address, account number, name, social security number (if the utility has that on file), mother's maiden name (if the utility has that on file), etc. The former provides less certainty and the latter provides greater certainty (though not perfect certainty). *It is vital to understand that a*

⁹ See ICEA's *Ver. Surrep. Com.*, p. 6 and AG's *Ver. Surrep. Com.*, p. 5.

third-party-led process is not inherently more secure or less secure than the process in which the customer visits the utility website; it is merely different. There could be highly insecure authorizations whereby the customer visits the utility website,¹⁰ and there could be highly secure third-party-led authorizations, depending on what information is required for the authentication. Thus, the question in this docket should not be, “Should a third-party-led authorization process exist?” The more salient question is, “What customer information should a third party provide to the utility so that we are reasonably certain the consent is valid?”

The Commission has already ruled that an account number alone is an insufficient showing of consent for a RES to access interval data for non-billing purposes. Assuming that the Commission holds the same view for non-RES third parties, the question is what *should* be a sufficient showing of consent? To answer this question, Mission:data reiterates the points made in Mission:data’s sur-reply comments, particularly pages 7-8. Mission:data urges the Commission to follow suit and rule not merely on the existence of a third-party-led authorization process, but also on the pieces of customer information a non-RES third party must present to the utility in order for the consent to be deemed genuine. By being specific the Commission can provide meaningful guidance on this issue.

III. Conclusion

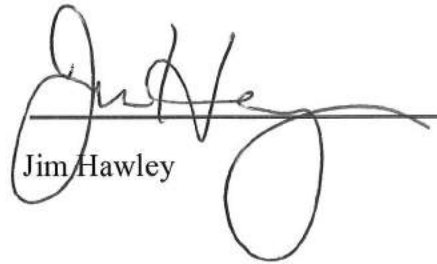
In addition to adoption of the authorization language proposed by EDF, Mission:data encourages the Commission to support a third-party-led authorization process due to the flexibility it can provide. The Commission should provide some specificity regarding the third-party-led authorization process so the parties understand what steps are reasonable and should be required to verify a customer’s identity. Thank you for your consideration.

¹⁰ If the customer inadvertently discloses his or her utility website login credentials to “bad actors,” the consent would appear to be driven by the customer from the utility’s viewpoint but would in fact be led by an imposter. This example would clearly be less secure than a third-party-led authorization process with multi-factor authentication (described in examples #4 - #6 in Mission:data’s *Ver. Surrep. Com.* p. 7-8).

Dated: June 24, 2015

Respectfully submitted,

FOR THE MISSION:DATA COALITION, INC.



Jim Hawley

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of California

On June 24, 2015 before me, Nellie Tumbaga Hurtienne
(insert name and title of the officer)

personally appeared Jim Hawley
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Nellie Tumbaga Hurtienne
(Seal)

