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July 15, 2024

Ms. Brinda Westbrook-Sedgwick
Commission Secretary
Public Service Commission of the District of Columbia
1325 G Street, N.W. Suite 800
Washington, DC 20005

Re: Formal Case No. 1171 – In the Matter of the Investigation into the Community Renewable Energy Facilities Practices in the District- Data Access Agreement Rider and Summary of Stakeholder Meeting on July 8, 2024

Dear Ms. Westbrook-Sedgwick:

In Order No. 21985, the Public Service Commission of the District of Columbia (“Commission”) directed the Potomac Electric Power Company (“Pepco” or the “Company”) to rely on the National Renewable Energy Laboratory (“NREL”) PVWatts Calculator production tool estimates to calculate Community Renewable Energy Facility (“CREF”) monthly generation from June 2024 through September 2024, for meters that Pepco cannot currently read. Furthermore, the Commission stated, “after September 30, 2024, Pepco shall read all CREF meters in compliance with D.C. Code § 34-1518 (b)(5)(H) or may be subject to penalties.”

In an effort to comply with Pepco’s statutory obligation to read CREF meters, the Company drafted the District of Columbia Community Renewable Remote Meter Reading Access Rider Agreement (“Agreement”).¹ The Agreement creates a requirement for CREF owners to provide the necessary information for the Company to read third party meters in order to provide credits to subscribers. The Agreement also lays out the timelines and steps that the Company will take if a CREF meter becomes unreadable to the Company. This includes a series of communications informing the CREF of the issue and requesting resolution over a period of up to six months upon the CREF providing written documentation of why the default cannot be cured within sixty days. As a last resort, if the CREF owner does not address the issue, the Company will initiate a default process which concludes with disconnection of the CREF if the issues are not cured.

The Company circulated the original version of this document to Commission Staff, Department of Energy and Environment (“DOEE”) and other stakeholders on June 11, 2024,²

¹ See Attachment 1.

² Attachment 2. Redlined District of Columbia Community Renewable Remote Meter Reading Access Rider Agreement provided to stakeholder on June 11, 2024.

prior to the Commission's Working Group meeting that was held on June 13, 2024.³ Commission regulations require a tariff or an Interconnection Agreement ("IA") be submitted and approved.⁴ This Agreement is not a tariff and is a rider to the IA, thus the Company is submitting this Agreement to the Commission for notification purposes. Pepco discussed the Agreement and received stakeholder input at the meeting held on June 13, 2024. In addition, the Company held an additional meeting on July 8, 2024, with stakeholders to review the Agreement again. Pepco is attaching a summary of the July 8, 2024, meeting to this submittal.⁵ During this second meeting, Pepco again discussed the Agreement and addressed concerns and suggestions raised by stakeholders, regarding the obligations and contractual provisions related to CREFs.

The Company appreciates the constructive feedback provided by all stakeholders. We have diligently reviewed the input received and have made adjustments to the Agreement to better align with stakeholders' expectations while ensuring compliance with the relevant regulatory framework. Under D.C. Code § 34-1518(b)(H) and 15 D.C.M.R. § 907.4, Pepco is mandated to fulfill specific obligations regarding the reading of meters for CREFs. The regulation requires electricity generated by a CREF be recorded by a revenue quality interval meter (production meter) with the Electric Company responsible to determine that the interval meter has been properly installed in accordance with industry standards.⁶ Finally, "[i]t shall also be the responsibility of the Electric Company to read the revenue quality interval meter."⁷

The Company is committed to ensuring these requirements are met, as accurate meter readings are crucial for the proper allocation of credits to subscribers. One consistent question from stakeholders surrounds the disconnection process for CREFs following their meter becoming unreadable. This Agreement provides specific notification to CREFs regarding operational requirements and is a rider to the IA that CREFs currently in operation have executed with the Company. The IA in Article 8 provides provisions that allow parties to challenge disconnections through the Commission if a dispute arises. This is an important mechanism to ensure that the interconnection process remains fair and transparent, and it offers protection to all parties involved against arbitrary or unjustified disconnections. This aligns with our goal to maintain reliable readings of CREFs meters and providing credits to subscribers.

³ FC No. 1171, Meeting Minutes from the June 13, 2024, Eighth Technical Conference in Formal Case No. 1171 and GD-2022-01-E., June 21, 20224.

⁴ 15 D.C.M.R. § 906.8; "Within thirty (30) days of this rulemaking, the Electric Company shall create and submit to the Commission for approval a separate CREF Tariff with terms and conditions related to CREFs including but not limited to establishing and monitoring the annual level of a Subscriber's CNM credits, and applying CNM credits to the billing accounts of Subscribers. The Electric Company shall also create and submit to the Commission a CREF Rider to the existing Interconnection Agreement that sets out the additional terms and conditions related to the interconnection of a CREF Subscriber Organization and the Electric Company, including but not limited to the procedures for the installation and inspection of the interval production meter and the suspension or disconnection of operations when a Subscriber Organization has less than two Subscribers." *See also* 15 D.C.M.R. § 4099.

⁵ Attachment 3, July 8, 2024, Technical Meeting Summary Notes.

⁶ The standards applicable to utilities to ensure that meters are operating within manufactures specifications and maintained now are the responsibility of the meter owner.

⁷ 15 D.C.M.R. § 907.4.

Other concerns raised by stakeholders during the two meetings centered on what parties should sign the Agreement, what is a readable meter, the provision of access to the meters for readings, how to provide credits when a meter provide 0 generation readings, creating a custom Application Program interface (“API”),⁸ what notifications the CREFs would receive, and alternatives to disconnection following a default. The Company has made modifications to the Agreement as follows:

- 1) Expanded the definition of Subscriber Organization (“SO”) and clarified that the interconnection customer is the party intended to execute Agreement.
- 2) Provided more clarity regarding definition of an unreadable meter.
- 3) Revised the cure period following notice of default to allow up to 6 months per IA if a written explanation is provided stating why a default cannot be cured within the 60 days.
- 4) Indicates that SO will receive \$0.00 credits and \$0.00 unsubscribed energy payments while their system is not generating or registering readings.
- 5) Clarified the number contacts Pepco will make when a meter fails to register a reading and that Pepco will not initiate termination under the IA unless SO fails to execute their cure plan.
- 6) Any disconnection dispute is subject to the dispute resolution process as defined in the IA.
- 7) Creating additional transparency by filing with the Commission a list of CREFs that registered no reading or 0 generation in the prior billing period.

However, the Company cannot implement some of the suggested changes from stakeholders due to existing Commission orders, regulations, or statutory limitations. Pepco is legally bound to adhere to these regulatory requirements, and while all points raised by stakeholders were considered, ultimately the Company cannot include provisions that impair its meter reading obligation, and accordingly rejected certain suggestions from the parties on this basis.⁹ First, Pepco is unable to estimate CREF meter generation or provide credits when CREF meter is registering no generation or 0 generation as such a process is prohibited after September 30, 2024, per Order No. 21985.¹⁰ Under 15 D.C.M.R. §§ 301.1 and 310 requires the Company have access to meters at all times. Furthermore, disconnection of CREFs that fail to respond or cure their default is an important protection for both the subscribers and the Company. When CREFs generate without metering and communication in place, subscribers will be unable to receive the credits they anticipated. In this situation, CREF owners may

⁸ Pepco believe the leveraging various APIs that are currently in existence provides the most expedient and inclusive methodology to read various type of meters.

⁹ CREFs sign data access agreements with PJM EIS with similar requirements, further indicating that and this type of agreement common within the industry when for data transfers. <https://www.pjm-eis.com/~media/pjm-eis/documents/gats-operating-rules.ashx>

¹⁰ Estimated readings in addition to being prohibited after September 30, 2024, provide additional risks if indefinite as the CREF has no incentive to address a readability of its meter if credits are flowing. Furthermore, because Pepco would have no direct reading, a CREF could be producing no energy and receive credits under an estimation model.

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continue to collect solar renewable energy credits (“SREC”) payments, while subscribers will receive no credits. This situation is harmful to subscribers, often low to moderate income customers expecting CREF credits, as it could disincentivize a CREF from quickly repairing an unreadable meter. Such a result would be incongruent with goals of the community solar program in the District of Columbia.

This Agreement and the notice it provides CREFs is critical to create transparency into the process to obtain meter readings. This is an area the Commission has not directly regulated CREFs previously via regulation, instead allowing these terms to be established and enforced through the IA, CREFs Contract, and riders. Consequently, in the absence of Commission regulation of CREFs, our IA and the Agreement act as vital tools to enable the Company to meet its statutory obligation to read CREF meters so that subscribers receive the credits they have been promised. These documents are designed to provide a clear and enforceable framework that supports the operational integrity of CREFs and protects the interests of all subscribers.

Thank you for your attention to this matter. Should you have any further questions or require additional clarification, please do not hesitate to contact me directly.

Sincerely,

/s/ *Kunle Adeyemo*

Kunle Adeyemo

Enclosures:

Cc: All parties of record

ATTACHMENT 1

**DISTRICT OF COLUMBIA
COMMUNITY RENEWABLE ENERGY FACILITY (CREF)
REMOTE METER ACCESS RIDER AGREEMENT**

Subscriber Organization/Administrator Information Name: _____

Community Renewable Energy Facility Generation Owner/SO _____

Address: _____

Telephone Number: _____

E-Mail Address: _____

This Remote Meter Data Access Rider Agreement (“Access Agreement”) is made and entered into as of [date _____] between the Potomac Electric Power Company (“Pepco” or the “Company”), in its capacity as the electric distribution company in the District of Columbia, and the Interconnection Customer, Owner, Operator, Community Renewable Energy Facility (“CREF”) Generation Owner, or the Subscriber Organization identified above (*collectively* “SO”), to ensure that the Company can read and access meter generation data from the Production Meter of the Community Renewable Energy Facility (“CREF”), for the purpose of the CREF participating in Community Net Metering in the District of Columbia. Pepco and the Subscriber Organization are sometimes hereinafter referred to as a “Party” or “Parties” to this Access Agreement. Capitalized terms not defined herein shall have the meaning set forth in the applicable regulations of the Public Service Commission of the District of Columbia (“Commission”) set forth in Title 15 of the District of Columbia Municipal Regulations

RECITALS

WHEREAS, D.C. Code Ann. 34-1518(b)(H) provides that the amount of electricity generated each month available for allocation as subscribed or unsubscribed energy shall be determined by a revenue quality production meter installed and paid for by the CREF which shall be read by the Company;

WHEREAS, the Company is required to access certain meter generation data from the CREF Production Meter for the purposes of calculating excess generation data from the CREF to determine the Community Net Metering (“CNM”) credits allocated to the CREF’s Subscribers as well as any unsubscribed energy payments to the SO; and

WHEREAS, the SO as defined under 15 D.C.M.R. § 999 agrees to grant the Company access to the CREF Production Meter's generation data subject to the terms and conditions set forth in this Access Agreement.

1. Data Access and Permissions

1.1. The SO grants the Company, whether acting directly or through its designated contractors/aggregators, the right to access and use the CREF's Production Meter generation data for the sole purpose of obtaining CREF meter generation data. It is the SO's obligation and duty to ensure that the CREF Production Meter is capable of providing the Company and/or its designated contractors/aggregators, as applicable, with generation readings and is in working order.

1.2. The SO shall provide the Company and/or its designated contractors/aggregators, as applicable, with the manufacture, make, model, and serial number of the CREF Production Meter as well as the proposed method of meter generation data transmittal that it intends to use for the CREF site within the SO's CREF Application. The CREF Production Meter shall complete all testing, including a communication testing with the Company and/or its designated contractors/aggregators, as applicable, prior to issuance of Authorization to Operate ("ATO"). The CREF shall not receive ATO until the SO has met all requirements of the Access Agreement and the Company and/or its contractors/aggregators, as applicable, has established a properly functioning communication with the CREF Production Meter and confirmed that it can obtain the CREF Production Meter's generation data. By signing the Interconnection Agreement ("IA Agreement"), the Community Renewable Energy Facility Application and Contract, and this Access Agreement, the SO is authorizing the Company and/or its contractors/aggregators access to the CREF Production Meter's generation data as well as to engage directly with any other necessary party to obtain it. By signing this Access Agreement, the SO agrees to meet the requirements of the Company and/or its designated contractors/aggregators, as applicable, to access the CREF Production Meter's generation data, which may include meter specific requirements.

1.3. The SO agrees that this Access Agreement provides the Company and/or its designated contractors/aggregators, as applicable, the right to contact the CREF Production Meter, the CREF Production Meter's manufacture, third party meter generation data portal, or other applications or application provider where the CREF Production Meter's generation data is stored to obtain the CREF's meter generation data.

1.4. All CREF meters must at a minimum provide interval generation data, be on the Pepco Approved Meter List, which is available at <https://www.pepco.com/smart-energy/my-green-power-connection/developers-contractors/technical-consideration/contractor-technical-considerations>), and comply with all applicable Commission orders and regulations, including 15 D.C.M.R. § 2999.1 and 15 D.C.M.R § 907.4. However, the minimum interval meter reading shall not be less than 15-minute intervals.

1.5. CREF shall:

- a. Provide the Company and/or its designated contractors/aggregators, as applicable, with access to the meter generation data through a secure interface designated by the SO for the CREF.
- b. Notify the Company and/or its designated contractors/aggregators, as applicable, prior to changing meter/manufacture and obtain written approval from the Company that the new meter/manufacture is on the approved meter list before changing, replacing, or upgrading the CREF Production Meter.

1.6. The SO shall maintain the CREF's Production Meter generation data, monthly subscriber counts and allocations for a minimum of three (3) years and shall transmit or allow access to Pepco upon request.

1.7. The Company reserves the further right, in its sole discretion and with prior advance notice to the SO, to modify, augment, segment, reformat, reconfigure or otherwise alter at any time the content or methods by which the CREF Production Meter's generation data is accessed or transmitted. Pepco shall provide the SO with reasonable advance notice of material changes to the meter generation reading interface. Such changes, modifications, additions, or deletions shall be effective upon the date set forth in the notice, which may be given by any means including, without limitation, posting on the Pepco's Site, or by electronic or conventional mail. Any use of meter generation interface by a CREF after the effective date set forth in the notice shall be deemed to constitute acceptance of such changes, modifications, additions, or deletions.

2. Data Ownership and Transfer

2.1. The SO retains ownership of the CREF Production Meter's generation data until it is transferred to the Company and/or its designated contractors/aggregators, as applicable. The Company will not alter any meter generation data or otherwise modify any numerical data provided by the CREF Production Meter other than changes to formatting to allow a proper interface or to comply with 15 D.C.M.R. §907.4 or any other applicable law or Commission regulations. The Company will own the meter generation data that is obtained, received, or downloaded via its data aggregation interface system upon acceptance of the data by the interface. A generation meter that is unable to communicate, allows access, or transfer generation data to Pepco's meter reading solution as outlined in this Agreement shall be deemed unreadable.

2.2. The SO shall provide to the Company and/or its designated contractors/aggregators, as applicable, within ten (10) days of the CREF requesting ATO, unless otherwise agreed, any information or credentials necessary to wirelessly obtain the CREF Production Meter's generation data, including logins, accounts, profiles, or any other access requirements, including but not limited to:

- a) authorization to access the data via the SO from the CREF if additional authorization beyond this Access Agreement is needed;
- b) providing or creating usernames/password(s) for the CREF Production Meter to allow the Company and/or its contractors/aggregators to access its generation

data, manufacturer ID, serial number, or any other identifying information for the CREF Production Meter; and

- c) creating a profile or account for the Company and/or its designated contractors/aggregators, as applicable, to access any metering device, portal, or application where the CREF Production Meter's generation data is stored and can be retrieved.

2.3. Prior to granting a CREF ATO, the credentials or access information provided to the Company and/or its designated contractors/aggregators, as applicable, must allow the Company to obtain the CREF Production Meter's generation data through remote means. A CREF will not be granted ATO until the Company and/or its designated contractors/aggregator, as applicable, is able to verify it has a properly functioning connection interface to obtain the CREF Production Meter's generation data. No meter generation readings on the CREF's meter prior to ATO shall result in any credits.

2.4. Following ATO, the SO must ensure that the CREF Production Meter maintains:

- a) the most up to date version of firmware, complies with the meter's operations manual, and meter manufacturer's recommended maintenance, all system upgrades, patches, or any other manufacturer recommended software updates for all the Production Meters to be read and for the meter generation data to be retrieved remotely via the internet;
- b) the SO shall promptly inform the Company and/or its designated contractors/aggregators, as applicable, if the CREF Production Meter is no longer supported by firmware (operating system within the meter) updates;
- c) communication with the Company's aggregation interface and is properly functioning and connected to transmit data wirelessly or via the internet;
- d) all contact information for the SO is up to date, including email, address, and phone number and must provide the Company and/or its designated contractors/aggregators, as applicable, with any changes to its point of contacts within forty-eight (48) hours of any change; and
- e) notify and update the Company and/or its contractors/aggregators within forty-eight (48) hours of any changes to login credentials or other information necessary for the Company and/or its contractors/aggregators to wirelessly access the CREF's generation data.

3. Data Confidentiality and Security

3.1. For purposes of this Access Agreement, the term "security breach" means any unauthorized access, use, disclosure, destruction, modification, or loss of the CREF Production Meter's generation data, or breach involving such data.

3.2. The SO shall notify the Company promptly of any actual or suspected security breach or malicious software involving any data transmitted to the Company immediately, but in no case greater than within eight (8) hours of when the SO becomes aware of such a breach.

3.3. The SO agrees to implement and maintain commercially reasonable security measures to protect the confidentiality and integrity of the CREF Production Meter's generation data; and to cooperate with the Company and/or its designated contractors/aggregators, as applicable, in investigating and responding to any security breach.

4. Missing or Incomplete Generation

4.1. In the event the Company and/or its designated contractors/aggregators, as applicable, are unable to obtain and read meter generation data from the CREF, the CREF Production Meter, or the CREF Production Meter's manufacturer, another third-party portal or other wireless means for a period of one billing period or 30 days, whichever is shorter, Pepco may send notice of Default under the IA and provide the CREF with the 60 day cure period, if such default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within twenty (20) calendar days after notice of default, provide written documentation of why the default cannot be cured within 60 calendar days and continuously and diligently complete such cure within six months from receipt of the default notice; and, if cured within such time, the default specified in such notice shall be deemed cured.

- a) If the CREF is not disconnected from the Peco's utility grid and there is no reading or 0 generation is registered, the SO will receive \$0.00 credits and \$0.00 unsubscribed energy payments until any defect with the CREF Production Meter is cured and the CREF's generation data for the period in question is made available to the Company and/or its designated contractors/aggregators, as applicable.
- b) If a meter fails to register a reading for an interval, but the reading is populated before the end of the billing cycle, the meter will be credited the generation recorded at the end of the billing cycle.
- c) Pepco will notify a CREF within 24 hours of not obtaining a meter reading, Pepco will not initiate the termination process until it has issued three notices to the SO and the SO has failed to respond or failed to provide the needed information to address the unreadable meter;
- d) Pepco will conduct the following outreach:
 - i. Initiate daily communications with the CREF meter to obtain generation readings wirelessly;
 - ii. Send an email notification to the SO within 24 hours of not obtaining a reading, (a notification may be generated for every day that a meter reading is not obtained);

- iii. Attempt to obtain daily meter readings wirelessly for one billing cycle or 30 days, whichever is shorter, before a Notice of Default will be issued; the Notice of Default will require the SO provide a reasonable plan to Pepco to cure the default (the SO will receive \$0.00 credits and \$0.00 unsubscribed energy payments while their meter registers no generation, however, if Pepco provides written acceptance of the SO's plan to remedy the default, Pepco will not initiate any termination of the SO under the IA unless the SO fails to remedy the default in accordance with the submitted plan; and
- iv. Send a second and final Notice of Default, if no meter reading is available for a second consecutive billing cycle or 60 days and the SO failed to provide a reasonable plan to cure the default, indicating the SO must cure the default within the next 30 days to prevent disconnection.
- e) Pepco may initiate Termination Under Section 5 after they have provided the notices as stated in Section 4.1.
- f) Pepco will file a monthly report with the Commission providing a list of any meters that registered no reading or 0 generation in the prior billing period.

4.2. The SO will notify the Company in writing within three (3) business days of becoming aware that their generation system will be non-operational or not generating energy for a period greater than seven (7) days, whether planned or unplanned. The SO will receive \$0.00 credits and \$0.00 unsubscribed energy payments while their system is not generating. The SO will also provide notice to the Company of when the system is operational.

4.3. The SO shall notify the Company in writing within three (3) business days of the SO becoming aware that the CREF Production Meter is broken or is not accurately reading, recording and/or transmitting the CREF's generation or the data is corrupted or otherwise incomplete or not fully readable. The notification shall provide the nature of the issue and its duration, if known. The SO shall provide the Company and/or its designated contractors/aggregators, as applicable, with corrected CREF Production Meter generation data within three (3) business days of the corrected data becoming available to the SO. The SO must provide any additional support the Company and/or its designated contractors/aggregators, as applicable, requests to determine the accuracy of modification request. The Company, shall determine if there is sufficient support to approve a request to modify a prior CREF Production Meter's generation reading. In no case will the Company approve a request to increase a prior generation reading submitted greater than ninety (90) days after the CREF Production Meter failed to provide a generation reading or provided an inaccurate or partial generation reading. The Company reserves the right to recover any overpayments, whether in the form of CNM Credits or unsubscribed energy payments, resulting from inaccurate CREF Production Meter data readings. The SO will receive \$0.00 credits and \$0.00 unsubscribed energy payments while their system is not generating. The SO shall also provide notice to the Company of when the system is operational.

4.4. The SO shall bear the risk that the CREF is not generating energy to the grid as well as that the CREF Production Meter is broken, not recording the CREF's generation or the data recorded or uploaded is corrupted, lost or unavailable for the Company to access in accordance with this Access Agreement. For the avoidance of doubt, in cases where no reading or 0 generation is

registered, the Company and/or its designated contractors/aggregators, as applicable, will not use estimates in lieu of the generation data from the CREF Production Meter.

5. Termination and Breach

5.1. Failure of a meter to comply with D.C. Code § 34-1518(b)(H) or 15 D.C.M.R. § 907.4 may lead to disconnection of the CREF under the IA following a Notice of Default. Any such action is subject to the dispute resolution provisions of the IA under Article 8. If the SO fails to comply with this Access Agreement, including but not limited to providing the Company access to the CREF Production Meter's generation data, the SO will be deemed to be in material breach of this Access Agreement and the Company may terminate this Access Agreement in accordance with its terms. Termination of this Access Agreement by the SO will render a CREF meter unreadable and terminate a generation facility's status as a CREF upon the termination's effective date.

5.2. If there is any inconsistency between the terms of this Access Agreement and any applicable order, rule or regulation of the Public Service Commission of the District of Columbia or the *Public Utilities Act*, Title 34 of the District of Columbia Official Code (collectively the "Applicable Law"), the Applicable Law shall prevail over the applicable terms of this Access Agreement and this Access Agreement shall be deemed to incorporate the requirements imposed under the then Applicable Law.

5.3. The failure or delay of Pepco to exercise any of its rights or remedies or to enforce any provisions of this Access Agreement shall not constitute a waiver thereof or affect its right thereafter to exercise or enforce such right or remedy or other provision. No waiver of any default shall be deemed to be a waiver of any other default.

6. Entire Agreement

6.1. This Access Agreement is the entire agreement of the Parties regarding the access to the CREF Production Meter's generation data and supersedes any preprinted or conflicting terms in any other prior or contemporaneous oral or written agreements or other communications.

7. Notices

7.1. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified or registered mail, return receipt requested, email, or sent by overnight courier, if addressed to the following authorized representative:

If to Interconnection Customer/SO:

Interconnection Customer: _____
Attention: _____
Address: _____ City: _____
_____ State: _____
_____ Zip: _____
Phone: _____ Fax: _____
E-mail: _____

If to EDC:

EDC _____
Attention: _____
Address: _____

City: _____ State: _____ Zip: _____ Phone: _____ Fax: _____
_____ E-mail _____

If to SO/Subscriber Management Organization (If applicable)

Subscriber Organization Manager: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____

7.2. Parties may change this notice information by giving five business days written notice prior to the effective date of the change to the other party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For the Interconnection Customer/SO:

Signature: _____
Name: _____ Title: _____
Date: _____

For EDC:

Signature: _____

Name: _____ Title: _____

Date: _____

ATTACHMENT 2

**DISTRICT OF COLUMBIA
COMMUNITY RENEWABLE ENERGY FACILITY (CREF)
REMOTE METER ACCESS RIDER AGREEMENT**

Subscriber Organization/Administrator Information Name:

Community Renewable Energy Facility Generation Owner/SO _____

Address: _____

Telephone Number: _____

E-Mail Address: _____

This Remote Meter Data Access Rider Agreement (“Access Agreement”) is made and entered into as of [date _____] between the Potomac Electric Power Company (“Pepco” or the “Company”), in its capacity as the electric distribution company in the District of Columbia, and the Interconnection Customer, Owner, Operator, Community Renewable Energy Facility (“CREF”) Generation Owner, or the Subscriber Organization identified above (*collectively* “SO”), to ensure that the Company can read and access meter generation data from the Production Meter of the Community Renewable Energy Facility (“CREF”), for the purpose of the CREF participating in Community Net Metering in the District of Columbia. Pepco and the Subscriber Organization are sometimes hereinafter referred to as a “Party” or “Parties” to this Access Agreement. Capitalized terms not defined herein shall have the meaning set forth in the applicable regulations of the Public Service Commission of the District of Columbia (“Commission”) set forth in Title 15 of the District of Columbia Municipal Regulations

RECITALS

WHEREAS, D.C. Code Ann. 34-1518(b)(H) provides that the amount of electricity generated each month available for allocation as subscribed or unsubscribed energy shall be determined by a revenue quality production meter installed and paid for by the CREF which shall be read by the Company;

WHEREAS, the Company is required to access certain meter generation data from the CREF Production Meter for the purposes of calculating excess generation data from the CREF to determine the Community Net Metering (“CNM”) credits allocated to the CREF’s Subscribers as well as any unsubscribed energy payments to the SO; and

WHEREAS, the SO as defined under 15 D.C.M.R. § 999 agrees to grant the Company access to the CREF Production Meter's generation data subject to the terms and conditions set forth in this Access Agreement.

1. Data Access and Permissions

1.1. The SO grants the Company, whether acting directly or through its designated contractors/aggregators, the right to access and use the CREF's Production Meter generation data for the sole purpose of obtaining CREF meter generation data. It is the SO's obligation and duty to ensure that the CREF Production Meter is capable of providing the Company and/or its designated contractors/aggregators, as applicable, with generation readings and is in working order.

1.2. The SO shall provide the Company and/or its designated contractors/aggregators, as applicable, with the manufacture, make, model, and serial number of the CREF Production Meter as well as the proposed method of meter generation data transmittal that it intends to use for the CREF site within the SO's CREF Application. The CREF Production Meter shall complete all testing, including a communication testing with the Company and/or its designated contractors/aggregators, as applicable, prior to issuance of Authorization to Operate ("ATO"). The CREF shall not receive ATO until the SO has met all requirements of the Access Agreement and the Company and/or its contractors/aggregators, as applicable, has established a properly functioning communication with the CREF Production Meter and confirmed that it can obtain the CREF Production Meter's generation data. By signing the Interconnection Agreement ("IA Agreement"), the Community Renewable Energy Facility Application and Contract, and this Access Agreement, the SO is authorizing the Company and/or its contractors/aggregators access to the CREF Production Meter's generation data as well as to engage directly with any other necessary party to obtain it. By signing this Access Agreement, the SO agrees to meet the requirements of the Company and/or its designated contractors/aggregators, as applicable, to access the CREF Production Meter's generation data, which may include meter specific requirements.

1.3. The SO agrees that this Access Agreement provides the Company and/or its designated contractors/aggregators, as applicable, the right to contact the CREF Production Meter, the CREF Production Meter's manufacture, third party meter generation data portal, or other applications or application provider where the CREF Production Meter's generation data is stored to obtain the CREF's meter generation data.

1.4. All CREF meters must at a minimum provide interval generation data, be on the Pepco Approved Meter List, which is available at <https://www.pepco.com/smart-energy/my-green-power-connection/developers-contractors/technical-consideration/contractor-technical-considerations>), and comply with all applicable Commission orders and regulations, including 15 D.C.M.R. § 2999.1 and 15 D.C.M.R. § 907.4. However, the minimum interval meter reading shall not be less than 15-minute intervals.

1.5. CREF shall:

- a. Provide the Company and/or its designated contractors/aggregators, as applicable, with access to the meter generation data through a secure interface designated by the SO for the CREF.
- b. Notify the Company and/or its designated contractors/aggregators, as applicable, prior to changing meter/manufacture and obtain written approval from the Company that the new meter/manufacture is on the approved meter list before changing, replacing, or upgrading the CREF Production Meter.

1.6. The SO shall maintain the CREF's Production Meter generation data, monthly subscriber counts and allocations for a minimum of three (3) years and shall transmit or allow access to Pepco upon request.

1.7. The Company reserves the further right, in its sole discretion and with prior advance notice to the SO, to modify, augment, segment, reformat, reconfigure or otherwise alter at any time the content or methods by which the CREF Production Meter's generation data is accessed or transmitted. Pepco shall provide the SO with reasonable advance notice of material changes to the meter generation reading interface. Such changes, modifications, additions, or deletions shall be effective upon the date set forth in the notice, which may be given by any means including, without limitation, posting on the Pepco's Site, or by electronic or conventional mail. Any use of meter generation interface by a CREF after the effective date set forth in the notice shall be deemed to constitute acceptance of such changes, modifications, additions, or deletions.

2. Data Ownership and Transfer

2.1. The SO retains ownership of the CREF Production Meter's generation data until it is transferred to the Company and/or its designated contractors/aggregators, as applicable. The Company will not alter any meter generation data or otherwise modify any numerical data provided by the CREF Production Meter other than changes to formatting to allow a proper interface or to comply with 15 D.C.M.R. §907.4 or any other applicable law or Commission regulations. The Company will own the meter generation data that is obtained, received, or downloaded via its data aggregation interface system upon acceptance of the data by the interface. A generation meter that is unable to communicate, allows access, or transfer generation data to Pepco's meter reading solution as outlined in this Agreement shall be deemed unreadable.

2.2. The SO shall provide to the Company and/or its designated contractors/aggregators, as applicable, within ten (10) days of the CREF requesting ATO, unless otherwise agreed, any information or credentials necessary to wirelessly obtain the CREF Production Meter's generation data, including logins, accounts, profiles, or any other access requirements, including but not limited to:

- a) authorization to access the data via the SO from the CREF if additional authorization beyond this Access Agreement is needed;
- b) providing or creating usernames/password(s) for the CREF Production Meter to allow the Company and/or its contractors/aggregators to access its generation

data, manufacturer ID, serial number, or any other identifying information for the CREF Production Meter; and

- c) creating a profile or account for the Company and/or its designated contractors/aggregators, as applicable, to access any metering device, portal, or application where the CREF Production Meter's generation data is stored and can be retrieved.

2.3. Prior to granting a CREF ATO, the credentials or access information provided to the Company and/or its designated contractors/aggregators, as applicable, must allow the Company to obtain the CREF Production Meter's generation data through remote means. A CREF will not be granted ATO until the Company and/or its designated contractors/aggregator, as applicable, is able to verify it has a properly functioning connection interface to obtain the CREF Production Meter's generation data. No meter generation readings on the CREF's meter prior to ATO shall result in any credits.

2.4. Following ATO, the SO must ensure that the CREF Production Meter maintains:

- a) the most up to date version of firmware, complies with the meter's operations manual, and meter manufacturer's recommended maintenance, all system upgrades, patches, or any other manufacturer recommended software updates for all the Production Meters to be read and for the meter generation data to be retrieved remotely via the internet;
- b) the SO shall promptly inform the Company and/or its designated contractors/aggregators, as applicable, if the CREF Production Meter is no longer supported by firmware (operating system within the meter) updates;
- c) communication with the Company's aggregation interface and is properly functioning and connected to transmit data wirelessly or via the internet;
- d) all contact information for the SO is up to date, including email, address, and phone number and must provide the Company and/or its designated contractors/aggregators, as applicable, with any changes to its point of contacts within forty-eight (48) hours of any change; and
- e) notify and update the Company and/or its contractors/aggregators within forty-eight (48) hours of any changes to login credentials or other information necessary for the Company and/or its contractors/aggregators to wirelessly access the CREF's generation data.

3. Data Confidentiality and Security

3.1. For purposes of this Access Agreement, the term "security breach" means any unauthorized access, use, disclosure, destruction, modification, or loss of the CREF Production Meter's generation data, or breach involving such data.

3.2. The SO shall notify the Company promptly of any actual or suspected security breach or malicious software involving any data transmitted to the Company immediately, but in no case greater than within eight (8) hours of when the SO becomes aware of such a breach.

3.3. The SO agrees to implement and maintain commercially reasonable security measures to protect the confidentiality and integrity of the CREF Production Meter's generation data; and to cooperate with the Company and/or its designated contractors/aggregators, as applicable, in investigating and responding to any security breach.

4. Missing or Incomplete Generation

4.1. In the event the Company and/or its designated contractors/aggregators, as applicable, are unable to obtain and read meter generation data from the CREF, the CREF Production Meter, or the CREF Production Meter's manufacturer, another third-party portal or other wireless means for a period of one billing period or 30 days, whichever is shorter, Pepco may ~~commence send notice of Default under the IA and provide the CREF with the 60 day cure period, if such default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within twenty (20) calendar days after notice of default, provide written documentation of why the default cannot be cured within 60 calendar days and continuously and diligently complete such cure within six months from receipt of the default notice; and, if cured within such time, the default specified in such notice shall cease to exist~~ be deemed cured. the process to disconnect the CREF.

- a) If the CREF is not disconnected from the Peco's utility grid, and-if there is no reading or 0 generation is registered, the CREF-SO will receive \$0.00 credits and \$0.00 unsubscribed energy payments until any defect with the CREF Production Meter is cured and the CREF's generation data for the period in question is made available to the Company and/or its designated contractors/aggregators, as applicable.
- b) If a meter fails to register a reading for an interval, but the reading is populated before the end of the billing cycle, the meter will be credited the generation recorded at the end of the billing cycle.
- c) Pepco will notify a CREF within 24 hours of not obtaining a meter reading, Pepco will not initiate the termination process until it has issued three notices to the SO and the SO has failed to respond or failed to provide the needed information to address the unreadable meter;
- d) Pepco will conduct the following outreach:
 - i. Initiate daily communications with the CREF meter to obtain generation readings wirelessly;
 - ii. Send an email notification to the SO within 24 hours of not obtaining a reading, (a notification may be generated for every day that a meter reading is not obtained);

- iii. Attempt to obtain daily meter readings wirelessly for one billing cycle or 30 days, whichever is shorter, before a Notice of Default will be issued; the Notice of Default will require the SO provide a reasonable plan to Pepco to ~~of when the SO will cure the default~~ (the SO will receive \$0.00 credits and \$0.00 unsubscribed energy payments while their meter registers no generation, however, if Pepco provides written acceptance of the SO's plan to remedy the default, Pepco will not initiate any termination of the SO under the IA unless the SO fails to remedy the default in accordance with the submitted plan; and
- iv. Send a second and final Notice of Default, if no meter reading is available for a second consecutive billing cycle or 60 days and the SO failed to provide a reasonable plan to cure the default, indicating the SO must cure the default within the next 30 days to prevent disconnection.
- e) Pepco may initiate Termination Under Section 5 after they have provided the notices as stated in Section 4.1.
- a)f) Pepco will file a monthly report with the Commission providing a list of any meters that registered no reading or 0 generation in the prior billing period.

4.2. The SO will notify the Company in writing within three (3) business days of becoming aware that their generation system will be non-operational or not generating energy for a period greater than seven (7) days, whether planned or unplanned. The SO will receive \$0.00 credits and \$0.00 unsubscribed energy payments while their system is not generating. The SO will also provide notice to the Company of when the system is operational.

4.3. The SO shall notify the Company in writing within three (3) business days of the SO becoming aware that the CREF Production Meter is broken or is not accurately reading, recording and/or transmitting the CREF's generation or the data is corrupted or otherwise incomplete or not fully readable. The notification shall provide the nature of the issue and its duration, if known. The SO shall provide the Company and/or its designated contractors/aggregators, as applicable, with corrected CREF Production Meter generation data within three (3) business days of the corrected data becoming available to the SO. The SO must provide any additional support the Company and/or its designated contractors/aggregators, as applicable, requests to determine the accuracy of modification request. The Company, ~~in its sole discretion~~, shall determine if there is sufficient support to approve a request to modify a prior CREF Production Meter's ~~generation data~~ reading. In no case will the Company approve a request to increase a prior generation reading submitted greater than ninety (90) days after the CREF Production Meter failed to provide a generation reading or provided an inaccurate or partial generation reading. The Company reserves the right to recover any overpayments, whether in the form of CNM Credits or unsubscribed energy payments, resulting from inaccurate CREF Production Meter data readings. The SO will receive \$0.00 credits and \$0.00 unsubscribed energy payments while their system is not generating. The SO shall also provide notice to the Company of when the system is operational.

4.4. The SO shall bear the risk that the CREF is not generating energy to the grid as well as that the CREF Production Meter is broken, not recording the CREF's generation or the data recorded or uploaded is corrupted, lost or unavailable for the Company to access in accordance with this

Access Agreement. For the avoidance of doubt, in cases where no reading or 0 generation is registered, the Company and/or its designated contractors/aggregators, as applicable, will not use estimates in lieu of the generation data from the CREF Production Meter.

5. Termination and Breach

5.1. Failure of a meter to comply with D.C. Code § 34-1518(b)(H) or 15 D.C.M.R. § 907.4 may lead to disconnection of the CREF under the IA following a Notice of Default. Any such action is subject to the dispute resolution provisions of the IA under Article 8. If the SO fails to comply with this Access Agreement, including but not limited to providing the Company access to the CREF Production Meter's generation data, the SO will be deemed to be in material breach of this Access Agreement and the Company may ~~at its sole discretion~~ terminate this Access Agreement in accordance with its terms ~~and disconnect the CREF~~. Termination of this Access Agreement by the SO will render a CREF meter unreadable and terminate a generation facility's status as a CREF upon the termination's effective date.

5.2. If there is any inconsistency between the terms of this Access Agreement and any applicable order, rule or regulation of the Public Service Commission of the District of Columbia or the *Public Utilities Act*, Title 34 of the District of Columbia Official Code (collectively the "Applicable Law"), the Applicable Law shall prevail over the applicable terms of this Access Agreement and this Access Agreement shall be deemed to incorporate the requirements imposed under the then Applicable Law.

5.3. ~~Nonwaiver of Defaults.~~ The failure or delay of Pepco to exercise any of its rights or remedies or to enforce any provisions of this Access Agreement shall not constitute a waiver thereof or affect its right thereafter to exercise or enforce such right or remedy or other provision. No waiver of any default shall be deemed to be a waiver of any other default.

6. ~~Notices~~ Entire Agreement

6.1. This Access Agreement is the entire agreement of the Parties regarding the access to the CREF Production Meter's generation data and supersedes any preprinted or conflicting terms in any other prior or contemporaneous oral or written agreements or other communications. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified or registered mail, return receipt requested, email, or sent by overnight courier, addressed as follows:

~~To Company:~~

~~Name~~

~~Email~~

~~Phone~~

~~[Company Address]~~

To SO:
Name
Email
Phone
[CREF Address]

7. ~~Entire Agreement~~ Notices

7.1. ~~All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified or registered mail, return receipt requested, email, or sent by overnight courier, if addressed to the following authorized representative:~~ addressed as follows: ~~This Access Agreement is the entire agreement of the Parties regarding the access to the CREF Production Meter's generation data and supersedes any preprinted or conflicting terms in any other prior or contemporaneous oral or written agreements or other communications.~~

If to Interconnection Customer/SO:

Interconnection Customer: _____
Attention: _____
Address: _____ City: _____
State: _____
Zip: _____
Phone: _____ Fax: _____
E-mail: _____

If to EDC:

EDC _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____ Phone: _____ Fax: _____
E-mail: _____

If to SO/Subscriber Management Organization (If applicable)

Subscriber Organization Manager: _____
Attention: _____
Address: _____
City: _____ State: _____ Zip: _____

7.2. Parties may change this notice information by giving five business days written notice prior to the effective date of the change to the other party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For the Interconnection Customer/SO:

Signature: _____
Name: _____ Title: _____
Date: _____

For EDC:

Signature: _____
Name: _____ Title: _____
Date: _____

ATTACHMENT 3

July 8th, 2024 Formal Case No 1171 Access Agreement Meeting Summary

Pepco Attendees- Green Power Connection/DER Interconnection, Regulatory Affairs, Billing, Customer Project and System Support.

External Attendees: Solar Developers, Owners and Subscriber Organizations, CHESSA, Winn Solar DC LLC, Advanced Solar, Clean Grid Advisors, Solar United Neighbors, DOEE.

1. Access Agreement Meeting commenced at 1:05 PM EST

- a. **Pepco:** Welcomed the attendees, made introductions, and reviewed the agenda.

2. Meter Reading Requirements to Successfully Credit Subscribers

- a. **Pepco-**Pepco has been responsive to commission orders regarding the removal of Pepco-owned meters as well as the requirement for us to read CREF-owned meters. After the last DC PSC Technical Conference, the Commission's Staff recommended we socialize the agreement and have a direct meeting with CREFs and other stakeholders regarding the data access agreement, which was attached to the meeting invitation. We will be taking notes throughout the meeting, focusing on key takeaways and then provide staff with our notes as well as the agreement.
- b. **Pepco-** We complied with the order and removed Pepco-owned meters; the other component of the order is for Pepco to read the CREF-owned meters. If we don't comply as a Company, we will be subject to penalties. The other component of reading the CREF-owned meters is to provide end users with credits.
- c. **Pepco-** We are focused on the challenge here, which is to read the CREF-owned meter.
- d. **Winn Solar DC LLC** (Darien Crimmin): We have 89 CREFs in the District. How will the revenue grade meter data be accessible to Pepco? Who is responsible for providing that data? And how does Pepco access the data?
- e. **Pepco-** At a high level, for all the CREF-owned meters that have been integrated into the solution, there is a connection through a data acquisition vendor in which we are able to receive the data. Our intention is to connect through an aggregator.
- f. **Winn Solar DC LLC** (Dairen Crimmin): Pepco is accessing the revenue grade meter data and not directly through the meter device, is that correct?
- g. **Pepco-**Yes.
- h. **Winn Solar DC LLC** (Dairen Crimmin): According to the agreement it says here you will decommission CREFs that are not providing this data, but there are a few reasons why the data could be unavailable and the disconnection of a CREF would pose a great issue for us.
- i. **Pepco** -There would be a period allowed prior to disconnection, but the order does not allow for estimation, so we really do need the data. After 30 days without resolution of broken connection(s), we will commence with notification of disconnection within 60days from notice which is a sum of 90 days or more to cure issues.

- j. **Winn Solar DC LLC** (Darien Crimmin): From experience its very common for a month to be missed due to a “glitch”. It’s not an issue with the CREF providing generation but more of the meter data. This is why even the utility estimates. I don’t believe it’s reasonable to start the disconnection process after one month of not supplying the data.
- k. **Pepco**-Once a CREF-owned meter does provide the data, even if a month was missed, we are able to pick up that historical missed data.
- l. **Advanced Solar** (Alex Gregory): My question is specifically on the projects waiting for ATO, I have heard conflicting info.
- m. **Pepco**- We will circle back with you.
- n. **CHESSA** (Robin Dutta): What authority does Pepco have to institute this agreement? This agreement is not approved by the commission. If you will disconnect CREFs based on this, the agreement needs to be approved by the commission. We all want to ensure the meters are read but there is concern about the penalties in there. Why is the agreement or the meeting more about implementation instead of collecting feedback?
- o. **Pepco**-We got to the Q/A first before going over the agreement. We have been proactively reaching out to CREFs based on the information we do have. What we will get into is some of the CREFs we do have information for, but some we have not been able to connect with. Based on the order and how we have until September 30th to comply, or we receive penalties. The order is firm and puts us in a situation where we have to implement the data access agreement. Our responsibility is to ensure CREFs receive the credits they are supposed to receive.
- p. **CHESSA** (Robin Dutta): I’m not disputing the need to for the access agreement but what’s in the agreement. We will be filing something that I hope is a solution, but not looking forward to filing a complaint, more of a motion. We are looking to extend time, so it gives us more than September 30th. A dispute resolution process is the recommendation opposed to decertification.
- q. **Clean Grid Advisors** (Brian Alexander): I believe in the current order 20908 the commission has approved estimating techniques. I would encourage Pepco to continue to estimate past September 30th until Kevala can get all meters integrated. I would encourage to continue to use PV watts or the August data.
- r. **Pepco**-We are responding to a legal order. It’s not Pepco’s position, but we have been responding to what we have been ordered to do.
- s. Brian Alexander, Clean Grid Advisors: We would support you getting those estimations past September 30th so you are not penalized.
- t. **CHESSA** (Robin Dutta): What is the proper approach to running the estimates? There are things that need to be considered like a true-up process.
- u. **Pepco**-We will take your concerns and comments into consideration. Now let’s go over the data access agreement.

3. Discuss Proposed Data Access Agreement

- a. **Pepco**-The agreement will be filed along with the meeting minutes. The purpose of the agreement is to communicate the process, obligations, and technical requirements as it relates to CREF meter reading. The intention is to provide transparency, clarity, and specificity in relation to compliance with the order. Pepco has had prior conversations with DOEE and PSC staff regarding the agreement. We have discussed who the organization signing the agreement would be and know that there is a need for flexibility as the SO may not always be the signatory. There are some pending edits that will take place to the agreement.

4. Discuss Proposed Data Access Agreement – Data Access and Permissions Section

- a. **DOEE (Peter Damrosch)**: Can a summary of the meeting be provided? I just joined. because DOEE only received the invitation for this meeting a few minutes ago.
- b. **Pepco**-*Provided a quick summary.*
- c. **DOEE (Peter Damrosch)**: That is a helpful summary. DOEE is supportive of getting more time past September 30th.
- d. **Pepco** There are prerequisites to getting CREFs onboarded. Section 1.2 covers what we need the SO or signatory entity to provide. All necessary information to connect with CREFs is needed prior to the issuance of ATO. There are currently a subset of 12- or 13-meter types and aggregators accepted, and that list will grow to encompass the meter types we are aware of now. But moving forward to get ATI, CREFs will need one of those meters. The list of meters is available on our website.
- e. **Winn Solar DC LLC (Darien Crimmin)**: I just downloaded the approved meter list and there is only a handful of meters here none of which we use. I'm assuming this approved list is what Pepco/Kevala was able to integrate with. I don't think the limited list here is adequate to define an approved meter list. I had conversations with Kevala and it is not clear what the technical requirements are for a meter to be integrated. It seems like Pepco is requiring the CREF not only provide a meter but the communication method. We have meters that are working properly but the communication method of the meter is a concern. I suggest an API alternative. Something that allows for a clear and direct push of data to Pepco. Providing the meter is different than delivering/communicating the data. We have some Solar Edge and Fronius inverters that provide inverter direct monitoring. (In the meeting chat PowerDash was provided as a suggested API. Company confirmed PowerDash will be one of the integrated APIs.)
- f. **Pepco** We are trying to leverage and integrate with commonly used industry APIs for solar monitoring that are already available.

5. Discuss Proposed Data Access Agreement – Data Ownership and Transfer

- a. **Pepco**-Section 2.2 covers the necessary provisions that need to be executed prior to ATO. What is provided will be attained and unaltered by the company for the sole purposes of billing credits. As in section 2.3, CREFs will not be granted ATO until we have these provisions in place. Following ATO the CREF

must maintain the firmware to ensure these connections are maintained. We discussed scenarios where the connection may be down, and section 2.4 stresses the maintenance needs. As we've been building the solution, we've found that some parties from that IA are no longer responsible for the CREF. This has caused delays and issues.

- b. **DOEE (Peter Damrosch):** I want to reiterate the need for more time. DOEE is the SO for a number of CREFs, but not the owner. Will the agreement be revised regarding the CREF Owner/SO? This is not just a matter of changing terminology or adding new signatories; notification and other procedures would need to be substantially revised to include DOEE or other subscriber organizations when the SO and CREF owner are different entities.
- c. **Pepco-**We did address this in the beginning of the call. This is not the final draft of the agreement, and we are considering.
- d. **Winn Solar DC LLC (Darien Crimmin):** In regards to section 2.4, I'm a SO, and I don't even know what Pepco's aggregation interfaces are? I suggested an API that is defined. For me to agree to this, Pepco needs to define what the aggregation interface is.
- e. **Pepco-**We are pursuing an implementation plan. There is a large number of CREFs already integrated. We are not experiencing a large challenge integrating but there are some challenges. I want to ensure we acknowledge some of the technical points you made.
- f. **Winn Solar DC LLC (Darien Crimmin):** If there is a road map, it is Pepco's responsibility to provide that communication.
- g. **Pepco-**We are experiencing some success, leveraging existing APIs and aggregators. I will call on Walt to discuss.
- h. **Pepco-**We had success leveraging APIs that are existing, and I think we have been arriving at the right solution.

6. Discuss Proposed Data Access Agreement – Data Confidentiality and Security

- a. **Pepco-**Section 3 addresses security breaches. It's the responsibility of the SOs to notify Pepco promptly of a possible security breach.

7. Discuss Proposed Data Access Agreement – Missing or Incomplete Generation

- a. **Pepco-**We discussed this through the Q/A session earlier, and we hear the feedback provided. The highlight on this section is the CREF will receive zero credits if we are not able to receive meter data for a billing cycle.
- b. **HESP Solar (Daniel Grohman):** I'm concerned about transparency. If a project is down for 30 days, could it be that the data flow is only interrupted by a couple of days. Would we be able to see what data Pepco has?
- c. **Pepco-**We will have a portal that you will have access to and be able to see what we have and what we don't have data wise.
- d. **Winn Solar DC LLC (Darien Crimmin):** I have a question on section 4.1. If a CREF is not disconnected, if there is no reading, is the CREF receiving zero in specific intervals? Or total monthly generation? I think it should be clearer what zero generation means.

- e. **Pepco**-That's a good take away.
- f. **NEO LLC** (Ked Standlin): In Section 1.2, I think it would be good for parties to have a 10-day timeframe after the CREF is energized for testing. So, we can reliably know we will be able to provide the data. Many times, you can't configure the meter until after you're actually generating.
- g. **Pepco** -The agreement would be signed prior to ATO so we know everything is in place prior to energizing. Let's move on to the onboarding process.

8. Interconnection and Meter Onboarding Process

- a. **Pepco**-As part of the interconnection process, we will verify that the meter you have chosen is part of the approved meter list. We will work with Kevala to ensure they have everything they need to retrieve the meter data. We are working to ensure the interconnection process still looks familiar to you.
- b. **Prospect Solar LLC** (Ruth Wood): Will additional time be added to the process to complete these steps?
- c. **Pepco**-We are not planning to add time to the interconnection process outside of the time the SO may take to provide the data which is outside of our control.
- a. **Winn Solar DC LLC** (Darien Crimmin): I want to thank everyone at Pepco for holding this meeting. I don't think the proposed agreement is executable with the existing language, the aggregation needs to be defined and the missed information resulting into disconnection is ridiculous. I suggest a working group. I don't know how far we can get before September 30th.
- b. **Pepco**-We have over 200 CREFs integrated. Again, I think it is important to note we are doing what is necessary to comply with the order in the timeframe we were provided with.
- c. **Prospect Solar LLC** (Ruth Wood): If I could have the agreement, I have not received it.
- d. **Solar United Neighbors** (Timothy Oberleiton): What Pepco is presenting here is not final and has not been approved by the Commission. This is not a closed proceeding I encourage others to get involved and have their voices heard.
- e. **DOEE** (Peter Damrosch): Sounds like others are interested in forming a working group and we support asking for an extension of time.

CERTIFICATE OF SERVICE

I hereby certify that a copy Potomac Electric Power Company's CREF Data Access Agreement and Summary of Tech Meeting was served this July 15, 2024 on all parties in Case No. FC1171 by electronic mail:

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/s/ Kunle Adeyemo
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