

**BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION**

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FILE NO. ER-2024-0261

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**DIRECT TESTIMONY AND SCHEDULES OF  
MICHAEL MURRAY  
ON BEHALF OF RENEW MISSOURI**

July 21, 2025

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1    **I.    PURPOSE OF TESTIMONY AND SUMMARY OF RECOMMENDATIONS**

2    **Q.    PLEASE STATE YOUR NAME, TITLE AND BUSINESS ADDRESS.**

3    A.    My name is Michael Murray. I am the President of Mission:data Coalition  
4    (“Mission:data”). My business address is 1752 NW Market Street #1513, Seattle, WA 98107.

5    **Q.    ARE YOU THE SAME PERSON WHO FILED DIRECT TESTIMONY ON JULY**  
6    **2, 2025, CONCERNING LIBERTY’S REVENUE REQUIREMENT?**

7    A.    Yes.

8    **Q.    WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

9    A.    Having established the need for Green Button Connect My Data (“GBC”) and its associated  
10    revenue requirement in prior testimony, I now turn to the policies that are necessary to bring GBC  
11    into effective operation. I propose a tariff that describes the rules and responsibilities for The  
12    Empire District Electric Company (“Liberty” or the “Company”) in making GBC available to all  
13    ratepayers. I also present justifications for each section of the proposed tariff and consider likely  
14    negative outcomes if the Commission declines to require a tariff.

1 **II. TARIFF FOR GREEN BUTTON CONNECT**

2 **A. TARIFF OUTLINE**

3 **Q. WHAT TARIFF DO YOU PROPOSE?**

4 A. I propose a tariff governing Liberty's provision of its GBC implementation, given as  
5 Schedule MM-D1 hereto.

6 **Q. PROVIDE AN OUTLINE OF THE TARIFF YOU PROPOSE.**

7 A. The tariff has the following sections:

- 8 1. Definitions of terms, including a definition of "standard customer data," which refers to  
9 all information about a customer's account and usage that I argue should be portable, i.e.  
10 transferable to third parties authorized by the customer;
- 11 2. Data portability, which details Liberty's obligation to electronically transfer a customer's  
12 standard customer data to a third party upon request;
- 13 3. Eligibility criteria of third parties;
- 14 4. Liability, which limits Liberty's liability for the acts of a third-party data recipient  
15 authorized by customers;
- 16 5. Data quality and integrity; and
- 17 6. General, which covers miscellaneous topics such as the applicability of other terms and  
18 conditions, certification to the GBC standard, uptime and termination.

19  
20 **B. TARIFF JUSTIFICATION**

21 **Q. WHY IS A TARIFF NECESSARY FOR GREEN BUTTON CONNECT?**

22 A. In my experience, utilities in other jurisdictions have sought to evade regulatory oversight  
23 on matters involving Green Button Connect (GBC). If the Commission were to order Liberty to  
24 offer GBC, that requirement by itself would not be sufficient because terms could be subsequently

1 imposed by Liberty that could be unfair, onerous, or could render GBC itself of little value. Any  
2 of these outcomes would undermine the purpose of the Commission's orders in the first place. By  
3 establishing a detailed tariff at the outset, the Commission can ensure that ratepayers get the most  
4 value from investments in advanced metering as well as avoid the need for subsequent litigation  
5 of the type seen in other jurisdictions.

6 **Q. PLEASE PROVIDE EXAMPLES OF TERMS AND CONDITIONS OUTSIDE OF**  
7 **TARIFFS THAT YOU BELIEVE ARE PROBLEMATIC.**

8 A. I have seen utilities across the country impose the following problematic terms on data  
9 recipients:

- 10 • Broad disclaimers on data accuracy, meaning that the utility is not obligated to provide  
11 correct information about customers' energy usage and account information
- 12 • The utility may unilaterally terminate access for any reason at any time
- 13 • The utility asserts the right to unilaterally change their terms at any time without notice
- 14 • The utility asserts proprietary rights or intellectual property rights in customer data,  
15 thereby prohibiting third parties from analyzing energy usage to help ratepayers save on  
16 their monthly bills
- 17 • The utility asserts the right to inspect and audit third party software applications, forcing  
18 the disclosure of competitively-sensitive information that a monopoly utility could use to  
19 unfairly compete in adjacent markets, such as energy efficiency

1    **Q.    WHY ARE THE ABOVE EXAMPLES PROBLEMATIC?**

2    A.    Because they erect unnecessary barriers to customers or to customer-authorized third  
3    parties. Rather than putting customers in charge of their own information, the examples above  
4    undermine the central purpose of data portability, which is empowering consumers. Instead, the  
5    examples above subordinate third parties to unjustified or anti-competitive acts of the utility while  
6    depriving third parties of due process.

7    **Q.    WHAT ARE OTHER REASONS WHY YOU BELIEVE A TARIFF IS**  
8    **NECESSARY FOR GREEN BUTTON CONNECT?**

9    A.    Today, Liberty does not provide any standardized method for customers to share their  
10   energy information with any other entity. The business or technical process, eligibility  
11   requirements, software requirements and other critical topics need to be addressed in order for  
12   GBC to provide benefits to consumers. A tariff would resolve and clarify these matters.

13        A tariff would also detail the precise types of customer information that may be shared, so  
14   that expectations to both customers and customer-authorized third parties are clearly established  
15   in a publicly-accessible document. In my experience, many utilities around the country do not  
16   clearly state what information is actually available, leading to confusion and unnecessary effort.  
17   Of course, usage data is of primary importance, but there are other types of customer data that are  
18   critical to have access to. For example, a distributed energy resources (DER) aggregator wishing  
19   to operate in Southwest Power Pool (SPP) markets needs to have billing-quality interval usage  
20   data, the customer's premise address and the pricing node or PNode of each customer. Other  
21   energy management services, operating outside of SPP markets, often need information such as  
22   the customer's account number, particularly for multi-site commercial customers where matching

1 numerous meters to billing accounts is important. Still other applications may need 24 months of  
2 billing history in order to benchmark costs per square foot as compared with facilities in other  
3 jurisdictions. Given the variety of energy management applications in the market today, it is  
4 necessary to clearly and publicly articulate what is available with customer consent, including  
5 variations for different customer types as applicable. The tariff I propose would provide essential  
6 information addressing these topics.

7 **Q. PLEASE EXPLAIN YOUR DEFINITIONS OF STANDARD CUSTOMER DATA.**

8 A. I propose a comprehensive definition of “standard customer data” that includes usage,  
9 account and billing information; information needed for demand response participation at SPP;  
10 and any other customer-specific information, such as rate codes, that determine a customer’s  
11 eligibility to participate in a renewable energy or demand management program.

12 **Q. WHY IS DEFINING STANDARD CUSTOMER DATA IN THIS WAY**  
13 **IMPORTANT?**

14 A. By defining standard customer data broadly, software applications that are authorized by  
15 customers could quickly and efficiently assess a customer’s situation and provide a range of  
16 actions that a customer could take, ranging from bill savings to energy efficiency incentives to  
17 demand response. In my experience, one of the key failures of utilities in other jurisdictions  
18 regarding GBC has been to provide an insufficient range of customer data in an electronic form,  
19 which limits its utility. For example, Ameren Illinois and Commonwealth Edison provide interval  
20 usage data in kilowatt-hours for each customer via GBC. But this is insufficient for many, if not  
21 most, energy management applications, because:

- 1       • Customers with multiple meters (e.g., commercial) are unable to make use of their interval  
2       energy usage data because they cannot match usage to a particular building or facility, or  
3       a particular account number;
- 4       • Billing-quality interval usage data is needed by SPP, so it is important that the right type  
5       and quality of usage data is made available from GBC so that DER aggregators can reduce  
6       peak power and transmission costs;
- 7       • Cost reduction services that analyze your bills and identify savings opportunities need to  
8       know bill amounts in dollars and the applicable rate code. For customers on time-varying  
9       rates, appliances such as water heaters need to know the applicable rate code in order to  
10      optimize correctly.

11   **Q.   WHY DID YOU INCLUDE CUSTOMER PREMISE ADDRESS IN THE**  
12   **DEFINITION OF STANDARD CUSTOMER DATA?**

13   A.    According to the *Market Protocols for SPP Integrated Marketplace*, SPP outlines various  
14   requirements of dispatchable demand response resources and block demand response resources,  
15   including PNode, meter settlement location (i.e., the premise address), and usage data.<sup>1</sup> While  
16   PNode and premise address could, in theory, be provided by DER aggregators without  
17   involvement of Liberty, it is important that Liberty's records be used because Liberty can deny  
18   customer participation in a DER aggregation if there are mismatches between records.

<sup>1</sup> *Market Protocols for SPP Integrated Marketplace*. Southwest Power Pool. Revision 112, updated May 28, 2025, Section 6.1.4 and 6.1.5 at 1006-1008.



1    **Q.     PLEASE EXPLAIN THE TARIFF’S SECTION ON DATA PORTABILITY.**

2    A.     This section describes the GBC service in more detail, outlining the authorization process,  
3    authentication details (i.e. how customer identity is established), and how a customer can revoke  
4    an authorization. Many of these provisions reinforce what is required under the GBC standard.

5    **Q.     PLEASE EXPLAIN THE TARIFF’S SECTION ON ELIGIBILITY CRITERIA OF**  
6    **THIRD PARTIES.**

7    A.     This section describes what a third party must do in order to be eligible to receive customer  
8    data. This is a policy matter, not a technical matter. I propose five requirements: (i) demonstrate  
9    technical capability to interact securely with Liberty’s servers; (ii) provide contact information and  
10   federal tax identification numbers; (iii) acknowledge receipt and review of the tariff; (iv) not have  
11   been disqualified as an authorized third party provider in the past by the Commission; and (v)  
12   adopt and comply with the most updated version of the 2015 Department of Energy’s Voluntary  
13   Code of Conduct Final Concepts and Principles for Data Privacy and the Smart Grid (the  
14   “DataGuard Seal”) or a similar nationally accepted eligibility standard approved by the  
15   Commission.

16   **Q.     WHY ARE ELIGIBILITY CRITERIA IMPORTANT?**

17   A.     Because without clearly defined eligibility criteria, Liberty could engage in discriminatory  
18   handling of third parties. For example, Liberty could refuse to allow access to a certain third party  
19   for unfair or anti-competitive reasons – for example, if a third party was engaged in lawful  
20   deployment of renewable energy projects that Liberty might perceive to be competitively  
21   threatening. Well-defined eligibility criteria help ensure that each third party is treated equally.

1    **Q.     WHAT IS DATAGUARD?**

2    A.     DataGuard is a privacy statement that originated with the U.S. Department of Energy.<sup>2</sup> It  
3    consists of a comprehensive statement regarding privacy and the appropriate use of customer data  
4    to which companies attest they comply. This attestation is enforceable by the U.S. Federal Trade  
5    Commission, which has authority to police unfair or deceptive business acts or practices. State  
6    attorneys general may also be able to take enforcement actions based upon similar authority.

7    **Q.     HAVE OTHER STATES ADOPTED ELIGIBILITY CRITERIA SIMILAR TO**  
8    **WHAT YOU PROPOSE?**

9    A.     Yes. California and New Hampshire have very similar requirements. Texas does as well,  
10    although Texas does not require adherence to DataGuard.

11   **Q.     DOES THE COMMISSION HAVE THE AUTHORITY TO REQUIRE THIRD**  
12   **PARTIES TO AGREE TO DATAGUARD?**

13   A.     I am not a lawyer, but I believe it is acceptable because DataGuard is connected to Liberty's  
14    practices of administering GBC, and Liberty is clearly under the jurisdiction of the Commission.  
15    I also note that other states whose commissions do not have regulatory authority over third parties  
16    have required DataGuard or substantially similar privacy requirements, such as California and  
17    New Hampshire.

<sup>2</sup> Available at [https://www.missiondata.io/s/DataGuard\\_VCC\\_Concepts\\_and\\_Principles\\_2015\\_01\\_08\\_FINAL.pdf](https://www.missiondata.io/s/DataGuard_VCC_Concepts_and_Principles_2015_01_08_FINAL.pdf)

1   **Q.   PLEASE EXPLAIN THE SECTION ON LIABILITY AND WHY IT IS**  
2   **IMPORTANT.**

3   A.    The tariff states that Liberty is not liable for the acts of a third party that has received  
4   customer data with customer permission. If a customer authorizes a third party and, after data  
5   transfer, experiences a data breach of some kind, then Liberty is immunized, except in cases where  
6   Liberty has acted recklessly.

7           An important distinction must be made between customer-authorized third parties and  
8   *vendors* to a utility. Customer-authorized third parties are at arm's length to a utility and have no  
9   contractual relationship with a utility, other than the tariff. Liberty cannot therefore control a third  
10   party, and nor should they. It is precisely the innovation that comes from outside the structure of  
11   regulated monopolies that this platform seeks to nurture in Missouri in order to benefit ratepayers.  
12   Making Liberty liable for a third party's actions would put the utilities in the role of "policeman,"  
13   which is both undesirable and unworkable.

14   **Q.   PLEASE EXPLAIN DATA QUALITY AND INTEGRITY, AND WHY IT IS**  
15   **IMPORTANT.**

16   A.    Data quality and integrity refer to high-quality, complete records of energy usage and  
17   account data that is important to downstream economic decisions. For example, if a customer signs  
18   up for a competitive demand response service, the customer can receive payments from a DER  
19   aggregator, via SPP, for its load curtailment. Through its monopoly on metering and billing,  
20   Liberty is the exclusive "source of truth" for metering information. Providing incorrect interval  
21   usage data via GBC creates a significant risk to demand response aggregators, who may face fines  
22   and liquidated damages at SPP for Liberty's failure to provide accurate information.

1 Another example is residential or commercial building energy efficiency retrofits.  
2 Modeling energy savings before a retrofit, and verifying savings afterward, are important market  
3 functions that are undermined by incorrect or incomplete billing records. It would be unfair to a  
4 building owner who, say, makes a multi-million-dollar decision to improve HVAC systems or  
5 building envelope insulation based on energy usage data that was false and imprudently handled  
6 by Liberty. Similarly, residential efficiency rebates from the Inflation Reduction Act, Section  
7 50121 require the Missouri Department of Natural Resources to pay rebates according to “the  
8 monthly and hourly (if available) weather-normalized energy use of a home before and after the  
9 implementation of a home energy efficiency retrofit...”<sup>3</sup> My understanding is that Missouri  
10 applied to receive \$75.7 million for these retrofits,<sup>4</sup> the funds for which were *not* recently retracted  
11 by Congress in the “Big, Beautiful Bill.” Accurate energy data from utilities is essential to  
12 administering these funds.

13 **Q. HOW DO YOU ADDRESS DATA QUALITY AND INTEGRITY IN THE TARIFF?**

14 A. I address this topic by obligating Liberty to provide standard customer data under a “best  
15 available” standard. The “best available” standard acknowledges that information can change over  
16 time (such as when contact records are updated, or meter reading validation processes or re-billing  
17 occurs) but Liberty would be required to provide the then-current and accurate information for the  
18 customer requested and transmit updates in a timely manner after updates in its systems occur.

<sup>3</sup> Inflation Reduction Act (2022) Section 50121.

<sup>4</sup> <https://www.energy.gov/sites/default/files/2024-05/IRA-50121-50122-home-energy-rebates-state-allocations.pdf>

**Q. DO OTHER STATES REQUIRE A “BEST AVAILABLE” DATA STANDARD?**

A. Yes, the New Hampshire Public Utilities Commission approved a settlement agreement in Docket No. DE 19-197 that references this standard.<sup>5</sup> Liberty’s affiliate in New Hampshire agreed to the aforementioned settlement agreement.

**Q. TO YOUR KNOWLEDGE, WHAT OTHER STATES HAVE ESTABLISHED TARIFFS FOR GREEN BUTTON CONNECT OFFERED BY UTILITIES?**

A. I am aware of several states with regulator-approved tariffs. These are provided in Table 1 below.

State	Is there a GBC-specific tariff?	Have utilities established terms and conditions not approved by the utility’s regulator?
California	Yes	Yes (Pacific Gas & Electric, Southern California Edison and San Diego Gas & Electric)
Colorado	No	Yes (Xcel Energy)
Illinois	Yes	Yes (Commonwealth Edison) Not observed (Ameren Illinois)
Kentucky	No	Yes (LG&E-KU) <sup>6</sup>
Minnesota	No	Yes (Xcel Energy)
New Jersey	No	Yes (Rockland Utilities)
New York	Yes <sup>7</sup>	Unknown
Texas	No	Yes (AEP Texas, Centerpoint, Entergy Texas, Oncor, Texas-New Mexico Power Co and Xcel Energy)

*Table 1: States and utilities with a Green Button Connect tariff and other terms established by utilities without approval of their regulator.*

<sup>5</sup> [https://www.puc.nh.gov/Regulatory/Docketbk/2019/19-197/LETTERS-MEMOS-TARIFFS/19-197\\_2021-04-28\\_EVERSOURCE\\_JT\\_SETTLEMENT\\_AGREEMENT.PDF](https://www.puc.nh.gov/Regulatory/Docketbk/2019/19-197/LETTERS-MEMOS-TARIFFS/19-197_2021-04-28_EVERSOURCE_JT_SETTLEMENT_AGREEMENT.PDF)

<sup>6</sup> Per communication with Accelerated Innovations, LG&E-KU’s vendor for Green Button Connect My Data, there are no terms and conditions during the online third-party registration process, but LG&E-KU require third parties to agree to certain terms through an offline process.

<sup>7</sup> Although technically not called a tariff, the New York Public Service Commission has approved a “data security agreement” which outlines the terms and conditions under which entities authorized by account holders may access data.

1    **Q.     WHAT DO YOU OBSERVE ABOUT TABLE 1 ABOVE?**

2    A.     Most utilities – even those offering GBC under a regulator-approved tariff – have imposed  
3    their own separate terms and conditions upon data recipients.

4    **Q.     IS IT A PROBLEM FOR UTILITIES TO MAKE THEIR OWN TERMS AND**  
5    **CONDITIONS GOVERNING GREEN BUTTON CONNECT?**

6    A.     Yes, I believe it is. Monopolies have an incentive to exploit adjacent markets, such as  
7    digital energy management and demand response, by unfairly leveraging their regulated functions  
8    to diminish competition. Without Commission review, the terms could be anti-competitive, as I  
9    have described above.

10   **Q.     DOES YOUR PROPOSED TARIFF ADDRESS THIS ISSUE OF TERMS AND**  
11   **CONDITIONS?**

12   A.     Yes. In the final section (“General”) my proposed tariff clearly states that separate terms  
13   and conditions that Liberty may demand have no force or effect.

14   **Q.     IN TABLE 1 ABOVE, FOR THE STATES AND UTILITIES WITH NO TARIFF,**  
15   **ARE YOU SAYING THERE ARE NO RULES OR REQUIREMENTS ESTABLISHED**  
16   **WHATSOEVER FOR GREEN BUTTON CONNECT?**

17   A.     No. All of the state regulators in Table 1 have issued orders of some kind requiring GBC.  
18   The only exception is New Jersey, which is currently considering a data portability rule. Rockland  
19   Utilities began offering GBC because its New York-based affiliate, Consolidated Edison, was  
20   already required to provide GBC, and the firm appears to share common information technology  
21   infrastructure across operating companies.

1 My point is that a regulatory requirement for a utility to offer GBC is fundamentally distinct  
2 from a tariff because a tariff forms a contract between a utility and a third party. Mediating the  
3 relationship between monopoly utilities and competitive market actors is an important  
4 responsibility of utility regulators, which an order to merely compel GBC from a utility does not  
5 address.

6 **Q. ARE OTHER STATES IN THE PROCESS OF CONSIDERING TARIFFS**  
7 **GOVERNING GREEN BUTTON CONNECT OFFERED BY UTILITIES?**

8 A. Yes. I am aware of efforts underway in Colorado, Connecticut and New Hampshire.

9 **Q. WHAT ARE THE OTHER PROVISIONS OF THE SECTION TITLED**  
10 **“GENERAL”?**

11 A. Section (f)(2) calls for Liberty to obtain independent, periodic certification that it adheres  
12 to the GBC standard. Section (f)(3) sets uptime requirements for the GBC platform, ensuring it is  
13 usable at least 99% of the time. And finally, Section (f)(4) concerns termination and vests  
14 customers and the Commission, but not Liberty, with the ability to terminate a data-sharing  
15 authorization.

16 **Q. WHAT IS CERTIFICATION AND WHY IS IT IMPORTANT?**

17 A. Certification is an important part of following any technical standard. Rather than relying  
18 merely on Liberty’s claim that it adheres to the GBC standard, the Commission should require  
19 testing by an independent body, the non-profit Green Button Alliance. Certification involves  
20 passing numerous technical tests.<sup>8</sup> Certification helps ensure interoperability with other GBC

<sup>8</sup> Information on the certification process is available at <https://www.greenbuttonalliance.org/testing>.

1 implementations in other states across the country, making it more likely that Missouri ratepayers  
2 will be able to take advantage of energy management offerings available elsewhere. Certification  
3 also helps reduce administrative and technical support costs because third parties will have clear  
4 expectations about what to expect in terms of technical functionality.

5 **Q. WHAT IS THE COST OF CERTIFICATION?**

6 A. According to the Green Button Alliance website, GBC certification costs only \$3,200.

7 **Q. WHAT ARE THE UPTIME REQUIREMENTS IN SECTION (f)(3)?**

8 A. I propose a 99.0% uptime requirement, with exceptions for scheduled maintenance  
9 windows. This ensures that of the 8,760 hours in a year, GBC will only be offline for 87.6 hours,  
10 or about three and a half days.

11 **Q. WHY ARE UPTIME REQUIREMENTS IMPORTANT?**

12 A. This type of commitment, often called a service level agreement, is common in information  
13 technology applications. It is important as an accountability measure because it gives confidence  
14 to third parties that they can invest time and resources in Missouri without undue interruption. If a  
15 GBC platform is only operational 60% of the time, it will scare away software providers and  
16 undermine the purpose of GBC. It also helps the Commission ensure that ratepayer funds are spent  
17 prudently.

18 **Q. WHY IS 99.0% UPTIME REASONABLE?**

19 A. 99.0% uptime, along with 200 hours per year of scheduled maintenance windows for  
20 security improvements and software updates, is reasonable and achievable because many  
21 enterprise software agreements are at least as stringent. I would anticipate that Liberty's existing



1 software vendors would be able to easily meet this requirement. I note that the New Hampshire  
2 Public Utilities Commission approved a design of a GBC platform with a 99.5% uptime  
3 requirement.<sup>9</sup>

4 **Q. WHAT ARE THE TERMINATION PROVISIONS OF SECTION (f)(4)?**

5 A. The termination provision states that Liberty is prohibited from terminating an active  
6 customer authorization. It says that, if Liberty has a reasonable suspicion that a third party is  
7 violating the law or customer privacy, then it can bring these suspicions to the Commission for  
8 review and/or action. It also clarifies that the customer and the Commission, and not Liberty, may  
9 terminate activate customer authorizations.

10 **Q. WHY ARE THESE PROVISIONS NECESSARY?**

11 A. It is necessary to prevent Liberty, or any utility, from unilaterally terminating an  
12 authorization because of its potential for abuse. Liberty could use customer privacy as a pretext to  
13 interrupt data access to third parties, who might be considered competitors to Liberty, without due  
14 process. Moreover, I note that in its consideration of this topic back in 2013, the California Public  
15 Utilities Commission came to a similar conclusion:

16 To clarify further, it is reasonable for the Commission, in its oversight of the  
17 utilities and smart meters, to take responsibility for ordering the suspension of third-  
18 party access to customer data. Under the procedures adopted in this decision, it is  
19 not necessary nor is it reasonable for a utility to suspend access to customer data  
20 based on *suspicion* that a third party may be violating tariffs.<sup>10</sup>

<sup>9</sup> See, e.g., settlement agreement at Bates page 45-46:

<https://www.puc.nh.gov/VirtualFileRoom/ShowDocument.aspx?DocumentId=88f6ce79-16df-4277-b256-8c8cbc881b76>

<sup>10</sup> Emphasis in original. California Public Utilities Commission, Decision D.13-09-025 (Sept 23, 2013) at 53.  
Available at <https://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M077/K191/77191980.PDF>

1 If there is genuine “bad actor” who is violating customer privacy, then it is reasonable  
2 for the Commission to use its fact-finding abilities to investigate the matter. If a violation  
3 is ultimately found, then the Commission can order the termination of data sharing.  
4 However, delegating this “policing” function to Liberty would be put the utility in the  
5 powerful position of surveilling, investigating and potentially terminating connections with  
6 adjacent market actors, some of whom Liberty might consider its competitors. Fairness  
7 thus demands that Liberty be stripped of the ability to terminate data sharing.

8 **Q. WAS A TARIFF FOR GREEN BUTTON CONNECT DISCUSSED IN AMEREN**  
9 **MISSOURI’S RECENT RATE CASE, FILE NO. ER-2024-0319?**

10 A. Yes. The settlement agreement approved by the Commission reads:

11 55. The Company shall implement Green Button Connect My Data ("GBC")  
12 no later than December 31, 2026. No tariff will be implemented in this  
13 proceeding. Ameren Missouri will meet with Renew Missouri and other  
14 interested stakeholders to discuss possible implementation of a future tariff to  
15 become effective 60 days before GBC implementation...

16 **Q. WHAT DO YOU RECOMMEND WITH REGARD TO COORDINATING THE**  
17 **TARIFFS APPLICABLE TO LIBERTY AND AMEREN MISSOURI?**

18 A. There are significant benefits to standardization across the two utilities. The  
19 business terms, eligibility requirements, and performance requirements should be identical  
20 so that there is operational and policy consistency among the state’s major electric utilities.  
21 It would be unfair and arbitrary if, for example, customers in Ameren Missouri’s territory

1 were able to use energy management software or smartphone “apps” while customers in  
2 Liberty’s territory were not, simply because tariff differences resulted in inconsistent or  
3 unfavorable operating conditions in Liberty’s territory. In my view, the only allowable  
4 differences between the tariffs should pertain to specific types of customer data that each  
5 utility might maintain for its respective regional transmission organization, such as Liberty  
6 having customers’ PNodes while Ameren Missouri has customers’ Commercial Pricing  
7 Nodes (CPNodes). Thus, the Commission should establish a consistent GBC tariff among  
8 the two utilities, with only the limited exceptions I describe.

9 **IV. CONCLUSION**

10 **Q. WHAT ARE POSSIBLE NEGATIVE OUTCOMES IF THE COMMISSION DOES**  
11 **NOT ESTABLISH A GREEN BUTTON CONNECT TARIFF AS YOU HAVE**  
12 **PROPOSED?**

13 A. The tariff I have proposed provides critical requirements to ensure fairness in the  
14 relationship between Liberty and customer-authorized data recipients. Without clarity about  
15 certain provisions such as service guarantees or non-discriminatory application of eligibility  
16 criteria, monopolies such as Liberty can abuse their power and unfairly diminish the ability of  
17 energy management firms to compete on a level playing field. A tariff is necessary to ensure that  
18 ratepayers have the ability to choose energy management providers that best suit them without  
19 undue interference.

20 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

21 A. Yes.

1

2

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

In the Matter of the Request of The Empire )  
District Electric Company d/b/a Liberty for ) File No. ER-2024-0261  
Authority to File Tariffs Increasing Rates ) Tracking No. JE-2025-0069  
for Electric Service Provided to Customers )  
In its Missouri Service Area )

**AFFIDAVIT OF MICHAEL MURRAY**

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF OKANOGAN )

COMES NOW Michael Murray, and on his oath states that he is of sound mind and lawful age; that he prepared the foregoing Direct Testimony; and that the same is true and correct to the best of his knowledge and belief.

Further the Affiant sayeth not.

Michael Murray  
Michael Murray

Subscribed and sworn before me this 18<sup>th</sup> day of July 2025.

Monica A. Johnson  
Notary Public

My commission expires: 2/25/29

