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BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILE NO. ER-2026-0143

DIRECT TESTIMONY OF
KATHERINE WYSZKOWSKI
ON BEHALF OF RENEW MISSOURI

July 14, 2026

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I. PURPOSE OF TESTIMONY AND SUMMARY OF RECOMMENDATIONS

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

A. My name is Katherine Wyszkowski. I am the State Policy Manager of Mission:data Coalition ("Mission:data"). My business address is 7511 Greenwood Ave N. #1809, Seattle, WA 98103.

Q. ARE YOU THE SAME PERSON WHO FILED DIRECT TESTIMONY ON JUNE 30, 2026 CONCERNING EVERGY'S REVENUE REQUIREMENT?

A. Yes.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. Having established the need for Green Button Connect My Data ("GBC") and its associated revenue requirement in prior testimony, I now turn to the policies that are necessary to bring GBC into effective operation. I propose a tariff that describes the rules and responsibilities for Evergy Metro Inc. ("Evergy" or the "Company") in making GBC available to all ratepayers. I also present justifications for each section of the proposed tariff and consider likely negative outcomes if the Commission declines to require a tariff.

II. TARIFF FOR GREEN BUTTON CONNECT

A. TARIFF OUTLINE

Q. WHAT TARIFF DO YOU PROPOSE?

A. I propose a tariff governing Evergy's provision of its GBC implementation, given as Appendix A.

Q. PROVIDE AN OUTLINE OF THE TARIFF YOU PROPOSE.

A. The tariff has the following sections:

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

B. TARIFF JUSTIFICATION

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

A. In my experience, utilities in other jurisdictions have sought to evade regulatory oversight on matters involving Green Button Connect (GBC). If the Commission were to order Evergy to offer GBC, that requirement by itself would not be sufficient because terms and conditions could be subsequently imposed on data recipients by Evergy that could be unfair, onerous, or could render GBC itself of little value. Any of these outcomes would undermine the purpose of the Commission's orders in the first place. By establishing a detailed tariff at the outset, the Commission can ensure that ratepayers get the most value from investments in advanced metering as well as avoid the need for subsequent litigation of the type seen in other jurisdictions.

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

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

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

- The utility anonymizes the data, defeating the purpose of a GBC platform.
- The utility adopts an overly broad non-disclosure agreement that limits a third party's ability to use the data, even in ways that are authorized by customers.
- Once a customer rescinds the authorization for a third party to access their data, the utility requires the third party to destroy all customer data and all derivations, including data sent to wholesale markets for settlement and any published studies and statistics based upon aggregations of customer data, even if individual customer information can no longer be reidentified.

Q. WHY ARE THE ABOVE EXAMPLES PROBLEMATIC?

A. Because they erect unnecessary and sometimes unattainable barriers to customers or to customer-authorized third parties, such as DER aggregators. Rather than putting customers in charge of their own information, the examples above undermine the central purpose of data portability, which is empowering consumers. Instead, the examples above expose third parties to arbitrary coercion and anti-competitive acts of the utility while depriving third parties of due process.

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

A. A tariff will establish the business and technical processes, eligibility requirements, software requirements and other critical topics need to be addressed both in order for Evergy to implement GBC efficiently and for GBC to provide maximum benefits to consumers.

My proposed tariff details the precise types of customer information that may be shared so that expectations to both customers and customer-authorized third parties are clearly established in a publicly-accessible document. In my experience, many utilities around the country do not clearly state what information is actually available, leading to confusion and unnecessary costs associated with discovering such information. Of course, usage data is of primary importance, but there are other types of customer data that are critical as well. For example, a distributed energy resources (DER) aggregator wishing to operate in Southwest Power Pool ("SPP") markets needs to have billing-quality interval usage data, the customer's premise address and the pricing node or "PNode" of each customer. Other energy management services, operating outside of SPP markets, often need information such as the customer's account number, particularly for multi-site commercial customers where matching numerous meters to billing accounts is important. Still other applications may need 24 months of billing history in order to benchmark costs per square foot as compared with facilities in other jurisdictions. Given the variety of energy management applications in the market today, it is necessary to clearly and publicly articulate what data is available with customer consent, including variations for different customer classes as applicable. The tariff I propose would provide essential information addressing these topics.

Q. PLEASE EXPLAIN YOUR DEFINITIONS OF STANDARD CUSTOMER DATA.

A. I propose a comprehensive definition of "standard customer data" that includes usage, account and billing information; information needed for demand response participation at SPP; and any other customer-specific information, such as rate codes, that determine a customer's eligibility and reporting requirements necessary to participate in a renewable energy or demand management program.

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

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

- Customers with multiple meters (e.g., commercial) are unable to make use of their interval energy usage data because they cannot match usage to a particular building or facility, or a particular account number;

- Billing-quality interval usage data is needed by SPP, so it is important that the right type and quality of usage data is made available from GBC so that DER aggregators can reduce peak power and transmission costs;
- Cost reduction services that analyze your bills and identify savings opportunities need to know bill amounts in dollars and the applicable rate code. For customers on time-varying rates, appliances such as water heaters need to know the applicable rate code in order to optimize correctly.

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

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

[1] *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.

Q. PLEASE EXPLAIN THE TARIFF'S SECTION ON DATA PORTABILITY.

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

Q. PLEASE EXPLAIN THE TARIFF'S SECTION ON ELIGIBILITY CRITERIA OF THIRD PARTIES.

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

Q. WHY ARE ELIGIBILITY CRITERIA IMPORTANT?

A. Because without clearly defined eligibility criteria, that leaves open the opportunity for utilities to engage in discriminatory handling of third parties. A utility could refuse to allow access to a certain third party for unfair or anti-competitive reasons – for example, if a third party was engaged in lawful deployment of renewable energy projects that might be perceived to be competitively threatening. Well-defined eligibility criteria help ensure that each third party is treated equally.

Q. WHAT IS DATAGUARD?

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

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

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

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

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

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[2] Available at https://www.missiondata.io/s/DataGuard_VCC_Concepts_and_Principles_2015_01_08_FINAL.pdf

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

A. The tariff states that Evergy is not liable for the acts of a third party that has received customer data with customer permission. If a customer grants an authorization and then, after data transfer, a third party experiences a data breach of some kind, then Evergy is immunized, except in cases where Evergy has acted recklessly.

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

Q. HOW ARE CYBERSECURITY CONCERNS ADDRESSED IN THE PROPOSED TARIFF?

A. Cybersecurity is addressed in two ways. First, through a Green Button Connect platform, the customer data that is transferred securely from a utility to a third party is in a read-only format. Meaning, the third party receives a file that has absolutely no pathway, backdoor, or any feasible way to enter a utility's database or system. There is no possible way for Green Button Connect to allow for a breach of the utility's system, because they have no existing system connections to do that. Any concerns that Green Button Connect may allow for a breach of the utility's system is unfounded and impossible. GBC has been deployed for over a decade now, and it has never experienced a data breach that would allow a nefarious party to gain access to a utility bill system, because as stated above, there is no connection between the utility billing system and the GBC API that would allow for that.

Second, Dataguard is a representation that the data recipient has a cybersecurity risk management program. Violations of this are enforceable under state and federal laws governing unfair or deceptive business practices. By including a requirement to comply with DataGuard provisions, the third party must have reasonable cyber security practices and procedures to protect customers and their data.

Also, for the consideration of the Commission, these risks have already been weighed during the Ameren case, and the Commission approved a Green Button Connect platform for the utility. It would be inconsistent and unfair to customers to limit access to their data over concerns that have already been placated in another utility jurisdiction.

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

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

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

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

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

[3] Inflation Reduction Act (2022) Section 50121.
[4] https://www.energy.gov/sites/default/files/2024-05/IRA-50121-50122-home-energy-rebates-state-allocations.pdf
[5] H.R. 1 — 119th Congress: One Big Beautiful Bill Act.

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.[6]

Q. DOES EVERGY'S TERMS AND CONDITIONS INCLUDE A DISCLAIMER ABOUT THE ACCURACY OF DATA PROVIDED?

A. Yes, the current terms and conditions on Evergy's website state, "(b) Evergy makes no warranty that (i) these sites or services will meet your requirements, (ii) these sites or services will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of these sites or the services will be accurate or reliable, or (iv) the quality of any products, services, information, or other material obtained by you through these sites will meet your expectations." [7]

Q. WHAT OTHER TERMS FROM EVERGY'S TERMS AND CONDITIONS ARE CONCERNING?

A. Evergy's website claims proprietary rights to ***all*** material on its website, which would include customer energy usage data. No "reproduction, distribution or transmission" of such information is permitted. If these terms were to govern the customer data provided via Green Button Connect, then Evergy would appear to have a proprietary right to stop aggregators from sending customer information to SPP for registration or settlement purposes.

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

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6 https://www.puc.nh.gov/Regulatory/Docketbk/2019/19-197/LETTERS-MEMOS-TARIFFS/19-197_2021-04-28_EVERSOURCE_JT_SETTLEMENT_AGREEMENT.PDF

7 Terms and Conditions - Evergy

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)[8]
Minnesota	No	Yes (Xcel Energy)
New Jersey	Yes	Yes (Rockland Utilities)
New York	Yes[9]	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.

Q. WHAT DO YOU OBSERVE ABOUT TABLE 1 ABOVE?

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

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

A. Yes, I believe it is. Monopolies have an incentive to exploit adjacent markets, such as digital energy management and demand response, by unfairly leveraging their regulated functions

[8] 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.

[9] 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.

to diminish competition. Without Commission review, the terms could be anti-competitive, as I have described above.

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

A. Yes. In the final section ("General") my proposed tariff clearly states that separate terms and conditions that Evergy may demand have no force or effect.

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

A. No. All of the state regulators in Table 1 have issued orders of some kind requiring GBC. My point is that a regulatory requirement for a utility to offer GBC is fundamentally distinct from a tariff because a tariff forms a contract between a utility and a third party. Mediating the relationship between monopoly utilities and competitive market actors is an important responsibility of the Commission. An order that merely compels GBC leaves important terms and conditions unaddressed.

Q. ARE OTHER STATES IN THE PROCESS OF CONSIDERING TARIFFS OR DETAILED RULES GOVERNING GREEN BUTTON CONNECT OFFERED BY UTILITIES?

A. Yes. I am aware of efforts underway in Maryland, Illinois, Massachusetts, and Iowa.

Q. WHAT ARE THE OTHER PROVISIONS OF THE SECTION TITLED "GENERAL"?

A. Section (f)(2) calls for Evergy to obtain independent, yearly certification that it adheres to the GBC standard. Section (f)(3) sets uptime requirements for the GBC platform, ensuring it is usable at least 99% of the time. Section (f)(4) concerns termination and vests customers and the Commission, but not Evergy, with the ability to terminate a data-sharing authorization. Finally, Section (f)(5) requires yearly end-to-end testing by Evergy of the GBC platform.

Q. WHAT IS CERTIFICATION AND WHY IS IT IMPORTANT?

A. Certification is an important part of following any technical standard. Rather than relying merely on Evergy's claim that it adheres to the GBC standard, the Commission should require testing by an independent body, the non-profit Green Button Alliance. Certification involves passing numerous technical tests.[10] Certification helps ensure interoperability with other GBC implementations in other states across the country, making it more likely that Missouri ratepayers will be able to take advantage of energy management offerings available elsewhere. Certification also helps reduce administrative and technical support costs because third parties will have clear expectations about what to expect in terms of technical functionality.

Q. WHAT IS THE COST OF CERTIFICATION?

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

[10] Information on the certification process is available at https://www.greenbuttonalliance.org/testing.

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

A. I propose a 99.5% uptime requirement, with exceptions for scheduled maintenance windows. This ensures that of the 8,760 hours in a year, GBC will only be offline for 43.8 hours, or just under two days.

Q. WHY ARE UPTIME REQUIREMENTS IMPORTANT?

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

Q. WHY IS 99.5% UPTIME REASONABLE?

A. 99.5% uptime, along with 200 hours per year of scheduled maintenance windows for security improvements and software updates, is reasonable and achievable because many enterprise software agreements are at least as stringent. I would anticipate that Evergy's existing software vendors would be able to easily meet this requirement. I note that the New Hampshire Public Utilities Commission approved a design of a GBC platform with a 99.5% uptime requirement.[11]

[11] See, e.g., settlement agreement at Bates page 45-46: https://www.puc.nh.gov/VirtualFileRoom/ShowDocument.aspx?DocumentId=88f6ce79-16df-4277-b256-8c8cbc881b76

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

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

Q. WHAT ARE THE END-TO-END TESTING REQUIREMENTS OF SECTION (f)(5)?

A. We recommend the Commission require comprehensive end-to-end testing of customer data access platforms at least twice annually. Regular testing is reasonable and a standard expectation for any commercial software platform. It is a basic expectation to verify operational functionality, but without explicit requirements, utilities have disregarded this process and irresponsibly invested in platforms that do not function. Testing must not be done in a controlled, or sandbox environment. The effectiveness of a data sharing platform cannot be assumed without real world testing involving actual customers with documented performance results. We recommend this is done with at least 15 customers of varying rate classes. Routine testing will help identify issues before they adversely affect customers and market participants.

Q. WHY ARE THESE PROVISIONS NECESSARY?

A. It is necessary to prevent Evergy, or any utility, from unilaterally terminating an authorization because of its potential for abuse. Without due process provisions, a utility has the power to use customer privacy as a pretext to unilaterally interrupt data access to third parties, who might be considered competitors.

Q. HAS A STATE WITH STRONG PRIVACY LAWS PROHIBITED UNILATERAL TERMINATION OF DATA SHARING BY UTILITIES?

A. Yes. California has some of the strongest privacy laws in the country, with the California Public Utility Commission issuing a comprehensive privacy order in 2011,[12] followed by statutory obligations such as the California Consumer Privacy Act.[13] Yet the Commission decided that granting utilities unilateral termination rights would be unfair and unreasonable:

> To clarify further, it is reasonable for the Commission, in its oversight of the utilities and smart meters, to take responsibility for ordering the suspension of third-party access to customer data. Under the procedures adopted in this decision, it is not necessary nor is it reasonable for a utility to suspend access to customer data based on *suspicion* that a third party may be violating tariffs.[14]

Q. WHAT PROCESS WOULD YOUR PROPOSED TARIFF PRESCRIBE IF THERE IS A SUSPICION THAT A PRIVACY VIOLATION OCCURRED?

A. If a data recipient such as an energy management company or a demand response aggregator is a genuine "bad actor" and has violated customer privacy, then it is reasonable for the Commission to use its fact-finding abilities to investigate the matter. If a violation is ultimately found, then the Commission can order the termination of data sharing. However, delegating this "policing" function to the utility would put the monopoly utility in the powerful position of surveilling, investigating and potentially terminating connections with adjacent market actors,

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[12] California Public Utilities Commission, Decision D.11-07-056 dated July 29, 2011. Decision: https://docs.cpuc.ca.gov/PublishedDocs/WORD_PDF/FINAL_DECISION/140369.PDF Appendix: https://docs.cpuc.ca.gov/PublishedDocs/PUBLISHED/GRAPHICS/140370.PDF

[13] Title 1.81.5, Part 4 of Division 3 of the California Civil Code. See also https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201720180AB375

[14] 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

some of whom it might consider its competitors. Fairness thus demands that every utility be stripped of the ability to terminate data sharing.

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

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

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

Q. WHAT DO YOU RECOMMEND WITH REGARD TO COORDINATING THE TARIFFS APPLICABLE TO EVERGY AND AMEREN MISSOURI?

A. There are significant benefits to standardization across the two utilities. The business terms, eligibility requirements, and performance requirements should be identical so that there is operational and policy consistency among the state's major electric utilities. It would be unfair and arbitrary if, for example, customers in Ameren Missouri's territory were able to use energy management software or smartphone "apps" while customers in Evergy's territory were not, simply because tariff differences resulted in inconsistent or unfavorable operating conditions in Evergy's territory. In my view, the only allowable differences between the tariffs should pertain to specific types of customer data that each utility might maintain for its respective regional transmission organization, such as Evergy having customers' PNodes, because of SPP's requirements, while Ameren Missouri has customers' Commercial Pricing Nodes (CPNodes), necessary to meet MISO's requirements. Thus, the Commission should establish a consistent GBC tariff among the two utilities, with only the limited exceptions I describe.

C. RELATIONSHIP BETWEEN THE TARIFF AND EVERGY'S CUSTOMER AUTHORIZATION FORM FOR DEMAND RESPONSE AGGREGATORS

Q. WHAT IS EVERGY'S CUSTOMER AUTHORIZATION FORM FOR DEMAND RESPONSE AGGREGATORS?

A. Evergy's Customer Authorization Form for Demand Response Aggregators ("Authorization Form") is a form that Evergy requires for customers to enroll with an aggregator. The Authorization Form is a contract between Evergy, the customer and the aggregator that facilitates information exchange, enrollment and SPP registration. I have attached the form to my testimony as KW-1.

Q. HOW IS EVERGY'S AUTHORIZATION FORM SIMILAR TO THE TARIFF YOU PROPOSE?

A. At a high level, the Authorization Form shares some similarities with the proposed tariff. For example, the Authorization Form defines what information may be shared; it includes language regarding assumptions of risk in the customer's dealings with an aggregator; and it addresses how a customer can rescind his or her authorization. The Authorization Form and the tariff also share a limitation of liability provision stating that the utility is not liable for data misuse caused by the recipient.

Q. WHAT ARE THE MAJOR DIFFERENCES BETWEEN EVERGY'S AUTHORIZATION FORM AND THE TARIFF YOU PROPOSE?

A. There are five. First, the Authorization Form has not been reviewed or approved by the Commission. This means that Evergy could change the form unilaterally at any time. In theory, Evergy could require different terms for different aggregators without the Commission's knowledge, causing discriminatory treatment. Evergy could also modify customer disclosures without Commission oversight.

Second, the Authorization Form puts no obligations on Evergy concerning the timeliness, quality, format, cadence or protocol of data delivery. Without minimum standards or expectations for uniformity, it is extremely difficult for any aggregator to plan their business operations because each customer's information could be handled differently, with costs incurred for accommodating the idiosyncrasies of each response. For example, some Authorization Forms could be processed within 24 hours and data delivered in a certain spreadsheet format via email; others could take weeks or months and be delivered on by CD-ROM via FedEx in a totally different file format. Without guarantees for uniformity, it is very difficult if not impossible for demand response opportunities to be widely available to customers across Missouri.

Third, the Authorization Form is limited to demand response. But customers of all types are interested in energy efficiency and cost-saving measures that have nothing to do with wholesale power markets. The Authorization Form requires the signature of a demand response aggregator; there is no way for a customer to grant his or her authorization for data exchange only, for any other purpose. The tariff, in contrast, enables data exchange in a purpose-neutral manner, giving customers the freedom to use their information for any purpose, whether energy efficiency, rooftop solar, cost management, etc.

Q. WHAT ARE SOME OTHER SHORTFALLS OF EVERGY'S AUTHORIZATION FORM?

A. Two come to mind. First, the Authorization Form has a narrower definition of information that may be shared, which contributes to administrative inefficiency as the requirements for DER aggregations in wholesale markets evolve over time. Aligning state regulation to make maximum use of wholesale markets is admittedly a challenge; nevertheless, the more comprehensive definition of shareable information in the tariff helps avoid the need for repeated Commission rulemakings over time in order to synchronize Evergy's practices with the customer data requirements of SPP. For example, many jurisdictions prohibit customers with rooftop solar from participating in wholesale markets due to the risk of double-counting benefits. But the presence or absence of rooftop solar for a particular customer does not appear to be covered under Evergy's narrower definition of shareable information, meaning that aggregators are deprived of this information and would be unable to determine a customer's eligibility for demand response. Thus, a broader definition of needed customer information supports administrative efficiency by avoiding repeated rule revisions over time.

Secondly, the Authorization Form creates an opportunity for discrimination against DER aggregators by allowing a lengthy and/or onerous customer verification process as it relates to DER aggregators but a shorter, easier process when Evergy offers its services directly to customers. The Authorization Form grants Evergy the right to verify the customer request. verification of the request's authenticity is, of course, necessary and good, but Evergy could use differential practices in order to unfairly disadvantage DER aggregators. Also known as "self-preferencing," Evergy could potentially add friction to customer enrollment with DER aggregators but not to its own offerings, resulting in an unfair playing field. To address this, the tariff recommends that the customer authentication process be "no more onerous" than the utility's current process when a customer creates an online account on a utility's website or when a customer calls the utility by telephone. The tariff guarantees a consistent and symmetrical verification process to ensure that third party firms are not unfairly disadvantaged.

Q. SHOULD EVERGY'S AUTHORIZATION FORM BE CONSIDERED AS AN ALTERNATIVE TO THE TARIFF YOU PROPOSE?

A. No. While the Authorization Form may contain some provisions the Commission wishes to emulate in a tariff, it is not a substitute. A key role of the Commission is to mediate interactions between monopoly utilities and customers and aggregators in order to ensure that monopolies do not have the opportunity to abuse their power and that they act in the public interest. The Authorization Form exists outside Commission approval. Without accusing Evergy of unfair or exclusionary conduct, it is still prudent for the Commission to act preventatively to prohibit such conduct from occurring in the future. Moreover, the tariff allows the Commission to establish performance and data accuracy expectations that enable both Evergy and data recipients to plan their respective businesses efficiently. The Authorization Form alone does not accomplish these objectives.

IV. CONCLUSION

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

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

Market fragmentation is also a significant risk should the Commission decide either not to require a tariff in this case, or to require a tariff that deviates from Ameren Missouri's. Fragmentation unnecessarily increases the costs to demand response market participants operating statewide. For example, in the case of aggregators participating in wholesale markets, if the Commission establishes a data accuracy warranty for Ameren Missouri but not for Evergy, aggregators will suffer the unfair costs and risks associated with incorrect customer usage data that could require greater investment in customer demand response resources in order to reach the same overall curtailment obligation in Ameren Missouri's territory where there is greater trust in the accuracy of usage data.

Market fragmentation also has negative effects on energy management efforts that have no connection with wholesale markets. Managing utility bills whether through behavioral changes, peak shaving, load shifting, investments in home or building retrofits, or other efforts are important even if wholesale market revenues are not involved. It would be arbitrary and unfair to energy management firms if the terms by which they receive customer data with customer permission varied significantly across the state of Missouri. If Evergy is permitted to unilaterally create and enforce their own terms and conditions, then energy management software tools and service offerings may be artificially limited in Evergy's territory, reducing choices for customers or artificially increasing costs.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.

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

In the Matter of the Request of Evergy Metro, Inc. d/b/a Evergy Missouri Metro for Authority to Implement a General Rate Increase for Electric Service	))))	**File No. ER-2026-0143**

AFFIDAVIT OF KATHERINE WYSZKOWSKI

STATE OF COLORADO)
) **ss**
COUNTY OF JEFFERSON)

COMES NOW Katherine Wyszkowski and on her oath states that she is of lawful age; that she prepared the attached Direct Testimony; and that the same is true and correct to the best of her knowledge and belief.

Further the Affiant sayeth not.

K. Wysz
Katherine Wyszkowski

Subscribed and sworn before me this 14 day of July, 2026

Notary Public

My Commission expires: May 25, 2029

IAN CHRISTOPHER MOREY
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20174022271
MY COMMISSION EXPIRES MAY 25, 2029