

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

City of Fulton, Hannibal Board of)
Public Works, Kirkwood Electric,)
City of Marceline and City of)
New Madrid, Complainants,)
)
v.) Case No. EC-2026-0156
)
Union Electric Company d/b/a Ameren)
Missouri,)
)
Respondent.)

**KIRKWOOD’S OBJECTIONS TO AMEREN MISSOURI’S
FIRST SET OF DATA REQUESTS**

Kirkwood Electric (“Kirkwood”) received Union Electric Company d/b/a Ameren Missouri’s (“Ameren”) Data Requests Numbered 1 – 13 in the above referenced case on Thursday, March 19, 2026. Per 20 CSR 4240-2.090(2), Kirkwood sets forth below each of the said Data Requests (“DRs”) along with Kirkwood’s objections:

- DR 1 Does Kirkwood own an interest in any generation units (whether as a sole owner or a partial owner)?
- a. If so, please,
 - i. For each unit, state when Kirkwood built the unit/acquired the ownership interest, as applicable,
 - ii. State the extent of Kirkwood’s ownership interest (e.g., 100%, 50%, etc.), by year, for each of 2021, 2022, 2023, 2024, and 2025, by unit;
 - iii. Describe the generation type of each unit (e.g., coal, gas (simple-cycle, combined cycle), oil (simple-cycle), wind, solar),
 - iv. State each unit’s nameplate capacity,
 - v. State the year each unit was placed in service,
 - vi. State the county and state where each unit is located,
 - vii. State the megawatts of each unit’s MISO Accredited Capacity or Seasonal Accredited Capacity (if applicable), for each of Planning Years 2021-2022, 2022-2023, and 2023-2024, that was available to Kirkwood to provide ZRCs to meet Kirkwood’s PRMR in each such Planning Year.

- viii. State the ZRCs from each unit that Kirkwood used toward meeting Kirkwood's PRMR, by Season (if applicable), for each of Planning Years 2021-2022, 2022-2023, and 2023-2024,
- ix. State whether each unit was available to provide Seasonal Accredited Capacity to meet the MISO Resource Adequacy Requirement for the Fall MISO Season of 2024, Kirkwood's share (in megawatts) of such Seasonal Accredited Capacity by unit in that Season, and the quantity of ZRCs from each such unit Kirkwood used to meet its PRMR for such Season, and
- x. State whether each unit was available to provide Accredited Capacity to meet MISO Resource Adequacy Requirements for the Spring MISO Season of 2025, Kirkwood's share of such Accredited Capacity by unit in that Season, and the quantity of ZRCs Kirkwood used to meet its PRMR for such Season.

OBJECTION: Kirkwood objects to DR No. 1 because it violates 20 CSR 4240-2.117(D), Missouri Rule of Civil Procedure 74.04, and the law of *Acoma Dev., LLC v. Com. Tower Place*, 725 S.W.3d 610, 616-618 (Mo. App. W.D. 2025) in that Ameren has failed to provide its affidavit showing good cause that this DR is necessary to permit Ameren's response to the pending *Motion for Determination on the Pleadings or, in the Alternative, Summary Determination*. Consequently, this DR appears to be presented solely for the purpose of delay, which would be "bad faith" for which Rule 74.04(g) would provide Kirkwood with appropriate remedy. Kirkwood additionally objects that this DR seeks information that is not relevant to the subject matter of the pending *Motion* or this case and which is not reasonably calculated to lead to the discovery of admissible evidence; this DR is overbroad in time and scope to the extent that it seeks information outside of the time period and the unit(s) relevant to the issues raised in the pending *Motion* or this case; this DR seeks information not within Kirkwood's possession or control; this DR seeks an analysis, calculation or compilation which has not already been performed and which Kirkwood objects to performing; and this DR seeks confidential, proprietary or trade secret information.

- DR 2 Does Kirkwood have contractual rights to (as a non-owner) any generation capacity?
- a. If so, please,
 - i. For each unit, state the year the contractual rights were obtained by Kirkwood,
 - ii. Describe the generation type of each unit (e.g., coal, gas (simple-cycle, combined cycle), oil (simple-cycle), wind, solar),
 - iii. State each unit's nameplate capacity,
 - iv. State the year each unit was placed in service,
 - v. State the county and state where each unit is located,
 - vi. State the megawatts of each unit's MISO Accredited Capacity or Seasonal Accredited Capacity (if applicable), for each of Planning Years 2021-2022, 2022-2023, and 2023-2024, that was available to Kirkwood to provide ZRCs to meet Kirkwood's PRMR in each such Planning Year.
 - vii. State the ZRCs from each unit that Kirkwood used toward meeting Kirkwood's PRMR, by Season (if applicable), for each of Planning Years 2021-2022, 2022-2023, and 2023-2024,
 - viii. State whether each unit was available to provide Seasonal Accredited Capacity to meet the MISO Resource Adequacy Requirement for the Fall MISO Season of 2024, Kirkwood's share (in megawatts) of such Seasonal Accredited Capacity by unit in that Season, and the quantity of ZRCs from each such unit Kirkwood used to meet its PRMR for such Season, and
 - ix. State whether each unit was available to provide Accredited Capacity to meet MISO Resource Adequacy Requirements for the Spring MISO Season of 2025, Kirkwood's share of such Accredited Capacity by unit in that Season, and the quantity of ZRCs Kirkwood used to meet its PRMR for such Season.

OBJECTION: Kirkwood objects to DR No. 2 because it violates 20 CSR 4240-2.117(D), Missouri Rule of Civil Procedure 74.04, and the law of *Acoma Dev., LLC v. Com. Tower Place*, 725 S.W.3d 610, 616-618 (Mo. App. W.D. 2025) in that Ameren has failed to provide its affidavit showing good cause that this DR is necessary to permit Ameren's response to the pending *Motion for Determination on the Pleadings or, in the Alternative, Summary Determination*. Consequently, this DR appears to be presented solely for the purpose of delay, which would be "bad faith" for which Rule 74.04(g) would provide Kirkwood with appropriate remedy. Kirkwood additionally objects that this DR seeks information that is not relevant to the subject matter of the pending *Motion* or this case and which is not reasonably calculated to lead to the discovery of admissible evidence;

this DR is overbroad in time and scope to the extent that it seeks information outside of the time period and the unit(s) relevant to the issues raised in the pending *Motion* or this case; this DR seeks information not within Kirkwood's possession or control; this DR seeks an analysis, calculation or compilation which has not already been performed and which Kirkwood objects to performing; and this DR seeks confidential, proprietary or trade secret information.

DR 3 For each of MISO Planning Years 2020-2021, 2021-2022, 2022 – 2023, 2023-2024, and 2024-2025, please state Kirkwood's PRMR (and, for Planning Years 2023-2024 and 2024-2025, state Kirkwood's PRMR by Season).

OBJECTION:. Kirkwood objects to DR No. 3 because it violates 20 CSR 4240-2.117(D), Missouri Rule of Civil Procedure 74.04, and the law of *Acoma Dev., LLC v. Com. Tower Place*, 725 S.W.3d 610, 616-618 (Mo. App. W.D. 2025) in that Ameren has failed to provide its affidavit showing good cause that this DR is necessary to permit Ameren's response to the pending *Motion for Determination on the Pleadings or, in the Alternative, Summary Determination*. Consequently, this DR appears to be presented solely for the purpose of delay, which would be "bad faith" for which Rule 74.04(g) would provide Kirkwood with appropriate remedy. Kirkwood additionally objects that this DR seeks information that is not relevant to the subject matter of the pending *Motion* or this case and which is not reasonably calculated to lead to the discovery of admissible evidence; this DR is overbroad in time and scope to the extent that it seeks information outside of the time period relevant to the issues raised in the pending *Motion* or this case; this DR seeks an analysis, calculation or compilation which has not already been performed and

which Kirkwood objects to performing; and this DR seeks confidential, proprietary or trade secret information.

DR 4 Reference Exhibit A attached hereto and provided by MISO with respect to Historical Unit Considerations ("HUCs"). Does Kirkwood agree that MISO's Business Practices Manual ("BPM") 011 outlines how an LSE may use HUCs as a financial hedge against price separation between MISO LRZs where an LSE owns or has certain contractual rights to generation capacity in a LRZ other than the LRZ for which the LSE must satisfy its PRMR? If Kirkwood's answer to the foregoing question is anything other than an unequivocal "yes," please provide a detailed explanation of why Kirkwood does not unequivocally agree.

OBJECTION: Kirkwood objects to DR No. 4 because it violates 20 CSR 4240-2.117(D), Missouri Rule of Civil Procedure 74.04, and the law of *Acoma Dev., LLC v. Com. Tower Place*, 725 S.W.3d 610, 616-618 (Mo. App. W.D. 2025) in that Ameren has failed to provide its affidavit showing good cause that this DR is necessary to permit Ameren's response to the pending *Motion for Determination on the Pleadings or, in the Alternative, Summary Determination*. Consequently, this DR appears to be presented solely for the purpose of delay, which would be "bad faith" for which Rule 74.04(g) would provide Kirkwood with appropriate remedy. Kirkwood additionally objects that this DR seeks information that is not relevant to the subject matter of the pending *Motion* or this case and which is not reasonably calculated to lead to the discovery of admissible evidence; this DR is overbroad in scope to the extent that it is a hypothetical inquiry and thus not relevant to the issues raised in the pending *Motion* or this case; this DR seeks an analysis, calculation or compilation which has not already been performed and which Kirkwood objects to performing; and this DR seeks confidential, proprietary or trade secret information. Further, Kirkwood objects to the extent that DR No. 4 seeks data,

information, and/or materials that are protected by attorney-client privilege and/or other applicable privilege or doctrine, as well as to the extent that this DR impermissibly seeks a pure legal conclusion.

- DR 5 For each of MISO Planning Years 2023-2024 and 2024-2025, by Season, how many HUCs was Kirkwood eligible for, and how many HUCs did Kirkwood register with MISO? If Kirkwood was eligible for HUCs but did not register all of them in a given Season in either such Planning Year, please indicate how many of such HUCs Kirkwood did not register, identify the applicable Season when the HUCS were not registered, and provide a detailed explanation of why Kirkwood did not do so.

OBJECTION: Kirkwood objects to DR No. 5 because it violates 20 CSR 4240-2.117(D), Missouri Rule of Civil Procedure 74.04, and the law of *Acoma Dev., LLC v. Com. Tower Place*, 725 S.W.3d 610, 616-618 (Mo. App. W.D. 2025) in that Ameren has failed to provide its affidavit showing good cause that this DR is necessary to permit Ameren's response to the pending *Motion for Determination on the Pleadings or, in the Alternative, Summary Determination*. Consequently, this DR appears to be presented solely for the purpose of delay, which would be "bad faith" for which Rule 74.04(g) would provide Kirkwood with appropriate remedy. Kirkwood additionally objects that this DR seeks information that is not relevant to the subject matter of the pending *Motion* or this case and which is not reasonably calculated to lead to the discovery of admissible evidence; this DR is overbroad in time and scope to the extent that it seeks information outside of the time period relevant to the issues raised in the pending *Motion* or this case; this DR seeks an analysis, calculation or compilation which has not already been performed and which Kirkwood objects to performing; and this DR seeks confidential, proprietary or trade secret information.

DR 6 For MISO Planning Year 2025-2026, by Season, how many HUCs was Kirkwood eligible for, and how many HUCs did Kirkwood register with MISO? If Kirkwood was eligible for HUCs but did not register all of them in a given Season in such Planning Year, please indicate how many of such HUCs Kirkwood did not register, identify the applicable Season when the HUCS were not registered, and provide a detailed explanation of why Kirkwood did not do so.

OBJECTION: Kirkwood objects to DR No. 6 because it violates 20 CSR 4240-2.117(D), Missouri Rule of Civil Procedure 74.04, and the law of *Acoma Dev., LLC v. Com. Tower Place*, 725 S.W.3d 610, 616-618 (Mo. App. W.D. 2025) in that Ameren has failed to provide its affidavit showing good cause that this DR is necessary to permit Ameren's response to the pending *Motion for Determination on the Pleadings or, in the Alternative, Summary Determination*. Consequently, this DR appears to be presented solely for the purpose of delay, which would be "bad faith" for which Rule 74.04(g) would provide Kirkwood with appropriate remedy. Kirkwood additionally objects that this DR seeks information that is not relevant to the subject matter of the pending *Motion* or this case and which is not reasonably calculated to lead to the discovery of admissible evidence; this DR is overbroad in time and scope to the extent that it seeks information outside of the time period relevant to the issues raised in the pending *Motion* or this case; this DR seeks an analysis, calculation or compilation which has not already been performed and which Kirkwood objects to performing; and this DR seeks confidential, proprietary or trade secret information.

- DR 7 In Response to MPSC Staff DR No. 24, Kirkwood explained its policy for "mitigating risk associated with the MISO capacity market."
- a. Please provide a copy of all documents that evidence, reflect, or explain such policy.
 - b. Has Kirkwood changed its policy since the Fall 2024 or Spring 2025 MISO PRAs cleared? If so, please provide a detailed explanation of the ways Kirkwood changed

- its policy, when such change(s) was made, why the change(s) was made, and provide a copy of all documents that evidence, reflect, or explain the change(s).
- c. Please provide a copy of all documents prepared by Kirkwood or on its behalf from 2021 through June 1, 2024, that discuss, identify, or address risks associated with the MISO capacity market that Kirkwood or those acting on its behalf perceived might exist if the Rush Island Plant were to retire.

OBJECTION: Kirkwood objects to DR No. 7 because it violates 20 CSR 4240-2.117(D), Missouri Rule of Civil Procedure 74.04, and the law of *Acoma Dev., LLC v. Com. Tower Place*, 725 S.W.3d 610, 616-618 (Mo. App. W.D. 2025) in that Ameren has failed to provide its affidavit showing good cause that this DR is necessary to permit Ameren's response to the pending *Motion for Determination on the Pleadings or, in the Alternative, Summary Determination*. Consequently, this DR appears to be presented solely for the purpose of delay, which would be "bad faith" for which Rule 74.04(g) would provide Kirkwood with appropriate remedy. Kirkwood also objects that this DR is vague and ambiguous and provides no reasoned basis from which Kirkwood can determine what information is sought because Kirkwood never responded to any Staff DR regarding "mitigating risk associated with the MISO capacity market." Kirkwood additionally objects that this DR seeks information that is not relevant to the subject matter of the pending *Motion* or this case and which is not reasonably calculated to lead to the discovery of admissible evidence; this DR is overbroad in time and scope to the extent that it seeks information outside of the time period relevant to the issues raised in the pending *Motion* or this case; this DR seeks an analysis, calculation or compilation which has not already been performed and which Kirkwood objects to performing; and this DR seeks confidential, proprietary or trade secret information. Further, Kirkwood objects to the extent that DR No. 7 seeks data, information, and/or materials that are protected by

attorney-client privilege and/or other applicable privilege or doctrine, as well as to the extent that this DR impermissibly seeks a pure legal conclusion.

DR 8 Referencing Paragraph 6 of the Complaint, please provide a true and correct copy of the Market Participant Application by which Kirkwood sought to become a Market Participant in one or more of MISO's markets.

OBJECTION: Kirkwood objects to DR No. 8 because it violates 20 CSR 4240-2.117(D), Missouri Rule of Civil Procedure 74.04, and the law of *Acoma Dev., LLC v. Com. Tower Place*, 725 S.W.3d 610, 616-618 (Mo. App. W.D. 2025) in that Ameren has failed to provide its affidavit showing good cause that this DR is necessary to permit Ameren's response to the pending *Motion for Determination on the Pleadings or, in the Alternative, Summary Determination*. Consequently, this DR appears to be presented solely for the purpose of delay, which would be "bad faith" for which Rule 74.04(g) would provide Kirkwood with appropriate remedy. Kirkwood also objects that this DR is vague and ambiguous and provides no reasoned basis from which Kirkwood can determine what information is sought because Paragraph 6 of the Verified Complaint does not address Kirkwood. Kirkwood additionally objects that this DR seeks information that is not relevant to the subject matter of the pending *Motion* or this case and which is not reasonably calculated to lead to the discovery of admissible evidence; this DR is overbroad in time and scope to the extent that it seeks information outside of the time period and the MISO Planning Reserve Auction relevant to the issues raised in the pending *Motion* or this case; and this DR seeks confidential, proprietary or trade secret information.

DR 9 Referencing Paragraph 6 of the Complaint, please provide a true and correct copy of the Market Participant Agreement to which Kirkwood is a party.

OBJECTION: Kirkwood objects to DR No. 9 because it violates 20 CSR 4240-2.117(D), Missouri Rule of Civil Procedure 74.04, and the law of *Acoma Dev., LLC v. Com. Tower Place*, 725 S.W.3d 610, 616-618 (Mo. App. W.D. 2025) in that Ameren has failed to provide its affidavit showing good cause that this DR is necessary to permit Ameren's response to the pending *Motion for Determination on the Pleadings or, in the Alternative, Summary Determination*. Consequently, this DR appears to be presented solely for the purpose of delay, which would be "bad faith" for which Rule 74.04(g) would provide Kirkwood with appropriate remedy. Kirkwood also objects that this DR is vague and ambiguous and provides no reasoned basis from which Kirkwood can determine what information is sought because Paragraph 6 of the Verified Complaint does not address Kirkwood. Kirkwood additionally objects that this DR seeks information that is not relevant to the subject matter of the pending *Motion* or this case and which is not reasonably calculated to lead to the discovery of admissible evidence; this DR is overbroad in time and scope to the extent that it seeks information outside of the time period and the MISO Planning Reserve Auction relevant to the issues raised in the pending *Motion* or this case; and this DR seeks confidential, proprietary or trade secret information.

DR 10 Was Kirkwood a LSE during the Fall Season of 2024 and the Spring Season of 2025? If Kirkwood was not a Load Serving Entity during such Seasons, please state whether another entity or agency acted as the LSE on Kirkwood's behalf, please identify such entity or agency, and please provide a detailed explanation of how such entity or agency acted on Kirkwood's behalf.

OBJECTION: Kirkwood objects to DR No. 10 because it violates 20 CSR 4240-2.117(D), Missouri Rule of Civil Procedure 74.04, and the law of *Acoma Dev., LLC v. Com. Tower Place*, 725 S.W.3d 610, 616-618 (Mo. App. W.D. 2025) in that Ameren has failed to provide its affidavit showing good cause that this DR is necessary to permit Ameren's response to the pending *Motion for Determination on the Pleadings or, in the Alternative, Summary Determination*. Consequently, this DR appears to be presented solely for the purpose of delay, which would be "bad faith" for which Rule 74.04(g) would provide Kirkwood with appropriate remedy. Kirkwood additionally objects that this DR seeks information that is not relevant to the subject matter of the pending *Motion* or this case and which is not reasonably calculated to lead to the discovery of admissible evidence; this DR is overbroad in scope to the extent that it seeks information outside of the issues raised in the pending *Motion* or this case; this DR seeks information not within Kirkwood's possession or control; this DR seeks an analysis, calculation or compilation which has not already been performed and which Kirkwood objects to performing; and this DR seeks confidential, proprietary or trade secret information.

DR 11 When did Kirkwood first become a Load Serving Entity? If some other entity or agency acts or acted as the Load Serving Entity on Kirkwood's behalf, please identify the entity(ies) or agency(ies) and when they acted on Kirkwood's behalf.

OBJECTION: Kirkwood objects to DR No. 11 because it violates 20 CSR 4240-2.117(D), Missouri Rule of Civil Procedure 74.04, and the law of *Acoma Dev., LLC v. Com. Tower Place*, 725 S.W.3d 610, 616-618 (Mo. App. W.D. 2025) in that Ameren has failed to provide its affidavit showing good cause that this DR is necessary to permit

Ameren's response to the pending *Motion for Determination on the Pleadings or, in the Alternative, Summary Determination*. Consequently, this DR appears to be presented solely for the purpose of delay, which would be "bad faith" for which Rule 74.04(g) would provide Kirkwood with appropriate remedy. Kirkwood additionally objects that this DR seeks information that is not relevant to the subject matter of the pending *Motion* or this case and which is not reasonably calculated to lead to the discovery of admissible evidence; this DR is overbroad in scope to the extent that it seeks information outside of the issues raised in the pending *Motion* or this case; this DR seeks information not within Kirkwood's possession or control; and this DR seeks confidential, proprietary or trade secret information.

DR 12 Does Kirkwood agree that the MISO FERC Electric Tariff together with Module E to said Tariff and MISO BPM 011, collectively, reflect and outline the Resource Adequacy Requirement applicable to LSEs? If Kirkwood's answer to the foregoing question is anything other than an unequivocal "yes," please provide a detailed explanation of why Kirkwood does not unequivocally agree.

OBJECTION: Kirkwood objects to DR No. 12 because it violates 20 CSR 4240-2.117(D), Missouri Rule of Civil Procedure 74.04, and the law of *Acoma Dev., LLC v. Com. Tower Place*, 725 S.W.3d 610, 616-618 (Mo. App. W.D. 2025) in that Ameren has failed to provide its affidavit showing good cause that this DR is necessary to permit Ameren's response to the pending *Motion for Determination on the Pleadings or, in the Alternative, Summary Determination*. Consequently, this DR appears to be presented solely for the purpose of delay, which would be "bad faith" for which Rule 74.04(g) would provide Kirkwood with appropriate remedy. Kirkwood additionally objects that this DR seeks information that is not relevant to the subject matter of the pending *Motion*

or this case and which is not reasonably calculated to lead to the discovery of admissible evidence; this DR is overbroad in scope to the extent that it is a hypothetical inquiry and thus not relevant to the issues raised in the pending *Motion* or this case; this DR seeks an analysis, calculation or compilation which has not already been performed and which Kirkwood objects to performing; and this DR seeks confidential, proprietary or trade secret information. Further, Kirkwood objects to the extent that DR No. 12 seeks data, information, and/or materials that are protected by attorney-client privilege and/or other applicable privilege or doctrine, as well as to the extent that this DR impermissibly seeks a pure legal conclusion.

DR 13 Does Kirkwood agree that under the MISO FERC Electric Tariff, the MISO Load Clearing Requirement for MISO LRZ 5 applies to the zone collectively and that no individual LSE in the zone is required to have any minimum quantity of owned or contracted for generation capacity that is physically located in the zone? If Kirkwood's answer to the foregoing question is anything other than an unequivocal "yes," please provide a detailed explanation of why Kirkwood does not unequivocally agree or otherwise contends that each LSE, including Kirkwood, is required to have a minimum quantity of owned or contracted for generation physically located in the zone, and include any supporting citations or materials that would support such an explanation.

OBJECTION: Kirkwood objects to DR No. 13 because it violates 20 CSR 4240-2.117(D), Missouri Rule of Civil Procedure 74.04, and the law of *Acoma Dev., LLC v. Com. Tower Place*, 725 S.W.3d 610, 616-618 (Mo. App. W.D. 2025) in that Ameren has failed to provide its affidavit showing good cause that this DR is necessary to permit Ameren's response to the pending *Motion for Determination on the Pleadings or, in the Alternative, Summary Determination*. Consequently, this DR appears to be presented solely for the purpose of delay, which would be "bad faith" for which Rule 74.04(g) would provide Kirkwood with appropriate remedy. Kirkwood additionally objects that

this DR seeks information that is not relevant to the subject matter of the pending *Motion* or this case and which is not reasonably calculated to lead to the discovery of admissible evidence; this DR is overbroad in scope to the extent that it is a hypothetical inquiry and thus not relevant to the issues raised in the pending *Motion* or this case; this DR seeks an analysis, calculation or compilation which has not already been performed and which Kirkwood objects to performing; and this DR seeks confidential, proprietary or trade secret information. Further, Kirkwood objects to the extent that DR No. 13 seeks data, information, and/or materials that are protected by attorney-client privilege and/or other applicable privilege or doctrine, as well as to the extent that this DR impermissibly seeks a pure legal conclusion.

Kirkwood reserves all rights to amend or supplement these objections as may be necessary, and hereby expressly preserves, without waiver, all applicable objections and/or related rights.

Respectfully submitted,

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*Attorneys for the City of Fulton, Hannibal
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the City of Marceline and the City of New
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CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing “Kirkwood’s Objections to Ameren Missouri’s First Set of Data Requests” have been served on all parties on the official service list for this matter via email on this 27th day of March 2026.

/s/ Peggy A. Whipple
Peggy A. Whipple