

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.)

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

The City of New Madrid (“New Madrid”) 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), New Madrid sets forth below each of the said Data Requests (“DRs”) along with New Madrid’s objections:

- DR 1 Does New Madrid 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 New Madrid built the unit/acquired the ownership interest, as applicable,
 - ii. State the extent of New Madrid’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 New Madrid to provide ZRCs to meet New Madrid’s PRMR in each such Planning Year.

- viii. State the ZRCs from each unit that New Madrid used toward meeting New Madrid'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, New Madrid's share (in megawatts) of such Seasonal Accredited Capacity by unit in that Season, and the quantity of ZRCs from each such unit New Madrid 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, New Madrid's share of such Accredited Capacity by unit in that Season, and the quantity of ZRCs New Madrid used to meet its PRMR for such Season.

OBJECTION: New Madrid 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 New Madrid with appropriate remedy. New Madrid 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 New Madrid's possession or control; this DR seeks an analysis, calculation or compilation which has not already been performed and which New Madrid objects to performing; and this DR seeks confidential, proprietary or trade secret information.

- DR 2 Does New Madrid 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 New Madrid,
 - 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 New Madrid to provide ZRCs to meet New Madrid's PRMR in each such Planning Year.
 - vii. State the ZRCs from each unit that New Madrid used toward meeting New Madrid'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, New Madrid's share (in megawatts) of such Seasonal Accredited Capacity by unit in that Season, and the quantity of ZRCs from each such unit New Madrid 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, New Madrid's share of such Accredited Capacity by unit in that Season, and the quantity of ZRCs New Madrid used to meet its PRMR for such Season.

OBJECTION: New Madrid 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 New Madrid with appropriate remedy. New Madrid 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 New Madrid's possession or control; this DR seeks an analysis, calculation or compilation which has not already been performed and which New Madrid 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 New Madrid's PRMR (and, for Planning Years 2023-2024 and 2024-2025, state New Madrid's PRMR by Season).

OBJECTION:. New Madrid 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 New Madrid with appropriate remedy. New Madrid 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 New Madrid 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 New Madrid 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 New Madrid's answer to the foregoing question is anything other than an unequivocal "yes," please provide a detailed explanation of why New Madrid does not unequivocally agree.

OBJECTION: New Madrid 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 New Madrid with appropriate remedy. New Madrid 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 New Madrid objects to performing; and this DR seeks confidential, proprietary or trade secret information. Further, New Madrid 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 New Madrid eligible for, and how many HUCs did New Madrid register with MISO? If New Madrid 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 New Madrid did not register, identify the applicable Season when the HUCS were not registered, and provide a detailed explanation of why New Madrid did not do so.

OBJECTION: New Madrid 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 New Madrid with appropriate remedy. New Madrid 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 New Madrid 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 New Madrid eligible for, and how many HUCs did New Madrid register with MISO? If New Madrid 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 New Madrid did not register, identify the applicable Season when the HUCS were not registered, and provide a detailed explanation of why New Madrid did not do so.

OBJECTION: New Madrid 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 New Madrid with appropriate remedy. New Madrid 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 New Madrid objects to performing; and this DR seeks confidential, proprietary or trade secret information.

DR 7 In Response to MPSC Staff DR No. 14 which asked New Madrid to "explain all practices that [New Madrid]...undertake[s] to minimize the amount of capacity exposed to the MISO capacity market," New Madrid described a 10-year capacity contract for ZRCs in MISO LRZ 4 and an SPA hydro contract.

- a. For what LRZ does the SPA hydro contract provide ZRCs?

- b. Please provide a copy of all documentation reflecting or evidencing any policy, practice, or procedure relating to “minimizing the amount of capacity exposed to the MISO capacity market.”
- c. Has New Madrid changed its approach to, or its actions with respect to, “minimize[ing] exposure to volatility in the MISO capacity markets” since the Fall 2024 or Spring 2025 MISO PRAs cleared? If so, please provide a detailed explanation of the ways New Madrid has done so, 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).
- d. Please provide a copy of all documents prepared by New Madrid or on its behalf from 2021 through June 1, 2024, that discuss, identify, or address risks associated with the MISO capacity market that New Madrid or those acting on its behalf perceived might exist if the Rush Island Plant were to retire.

OBJECTION: New Madrid 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 New Madrid with appropriate remedy. New Madrid 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 New Madrid objects to performing; and this DR seeks confidential, proprietary or trade secret information. Further, New Madrid 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 New Madrid sought to become a Market Participant in one or more of MISO's markets.

OBJECTION: New Madrid 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 New Madrid with appropriate remedy. New Madrid also objects that this DR is vague and ambiguous and provides no reasoned basis from which New Madrid can determine what information is sought because Paragraph 6 of the Verified Complaint does not address New Madrid. New Madrid 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 New Madrid is a party.

OBJECTION: New Madrid 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 New Madrid with appropriate remedy. New Madrid also objects that this DR is vague and ambiguous and provides no reasoned basis from which New Madrid can determine what information is sought because Paragraph 6 of the Verified Complaint does not address New Madrid. New Madrid 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 New Madrid a LSE during the Fall Season of 2024 and the Spring Season of 2025? If New Madrid was not a Load Serving Entity during such Seasons, please state whether another entity or agency acted as the LSE on New Madrid's behalf, please identify such entity or agency, and please provide a detailed explanation of how such entity or agency acted on New Madrid's behalf.

OBJECTION: New Madrid 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 New Madrid with appropriate remedy. New Madrid 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 New Madrid's possession or control; this DR seeks an analysis, calculation or compilation which has not already been performed and which New Madrid objects to performing; and this DR seeks confidential, proprietary or trade secret information.

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

OBJECTION: New Madrid 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 New Madrid with appropriate remedy. New Madrid 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 New Madrid’s possession or control; and this DR seeks confidential, proprietary or trade secret information.

DR 12 Does New Madrid 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 New Madrid’s answer to the foregoing question is anything other than an unequivocal “yes,” please provide a detailed explanation of why New Madrid does not unequivocally agree.

OBJECTION: New Madrid 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 New Madrid with appropriate remedy. New Madrid 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 New Madrid objects to performing; and this DR seeks confidential, proprietary or trade secret information. Further, New Madrid 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 New Madrid 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 New Madrid's answer to the foregoing question is anything other than an unequivocal "yes," please provide a detailed explanation of why New Madrid does not unequivocally agree or otherwise contends that each LSE, including New Madrid, 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: New Madrid 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 New Madrid with appropriate remedy. New Madrid 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 New Madrid objects to performing; and this DR seeks confidential, proprietary or trade secret information. Further, New Madrid 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.

New Madrid 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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CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing “New Madrid’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