



agency entities not covered by statutory confidentiality requirements who may be parties to this case.<sup>3</sup> Consequently, the Company seeks a protective order allowing it to designate such information as "Highly Confidential" under 20 CSR 4240-2.135(4). The Company designated Appendix C as a Highly Confidential.

3. Under 20 CSR 4240-2.135(4), a motion for greater protection, like this one, must explain the following:

- A. What information must be protected,
- B. The harm to the disclosing entity or the public that might result from disclosure of the information ("Potential harm"), and
- C. How the information may be disclosed while protecting the interests of the disclosing entity and the public.

4. What information must be protected: avoided cost information in Appendix C, in any related workpapers, and any such resource cost information that may later be sought via discovery.<sup>4</sup> The information for which Highly Confidential treatment is sought cannot be found in any other public document.

5. Potential harm: Highly Confidential protection for these materials is needed for several reasons. Specifically, the information used in Appendix C is also used in the Company's Integrated Resource Plan (IRP) and designated as highly confidential. The Company continues to engage in negotiations with developers for additional generation resources needed as described in the Company's IRP. The Company may, in the near-term or later, engage in such

---

<sup>3</sup> Employees of the Commission, the Office of the Public Counsel, and the Division of Energy are all covered by statutes protecting the confidentiality of information submitted to the Commission by utilities.

<sup>4</sup> For purposes of this Motion, "cost information" includes cost estimates and curves used for different types of supply-side resources, and related information used to develop such estimate and curves such as requests for proposal responses and information showing resource cost components like bids or pricing for equipment, materials, and labor.

discussions for generation needed for other purposes.<sup>5</sup> The Company and each developer as a routine course enter a Non-Disclosure Agreement to ensure that proprietary and competitively sensitive information is not disclosed. It would be harmful to the Company, and ultimately its customers, if resource cost information were known to other potential counterparties. It could also potentially be harmful to other Missouri electric utilities and their customers for the same reasons.

6. Additionally, the interests of the developers, equipment suppliers, and other suppliers whose pricing informed cost information in this docket and the IRP docket could also be harmed due to the highly sensitive and competitive nature of their costs and pricing. This is why the Supplier Terms contain confidentiality provisions and the Company's RFPs (as is typical of RFPs) contain the Company's agreement to maintain the confidentiality of the RFP responses.

7. 20 CSR 4240-2.135(4) is in keeping with Missouri Supreme Court Rule 56.01(c)(7), which provides that protective orders may be issued "... to protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense, including ... that a trade secret or other confidential research, development, or commercial information not be disclosed or be disclosed only in a designated way ..."

8. How the information may be disclosed while protecting the interests of the disclosing entity and the public: Granting this protective order will prevent access to competitively sensitive information that could work to the disadvantage of counterparties to other generation negotiations where avoided costs are provided. The information will still be disclosed to attorneys of record for all parties to the case, to any state agency parties and their employees covered by statutory confidentiality requirements, and to designated outside experts of any non-state agency

---

<sup>5</sup> The Company also continues to engage in negotiations with other contractors related to potential generation projects. The Company and the suppliers may be subject to confidentiality obligations with respect to each other's information, particularly as to costs and pricing. It would be harmful to the Company and ultimately its customers if confidentiality concerns have a chilling effect

party, allowing all parties to the IRP docket the ability to fully participate in the docket.

9. Based on the reasons given herein, the Commission has previously issued a protective order on the terms requested in several other dockets, as cited above.

10. Attached to this motion is the disclosure form the Commission directed to be used in File No. EO-2024-0020, as well as several other dockets. The Company requests that the Commission direct use of that same form (marked as Exhibit A hereto) in this docket for those persons who will be authorized to access "confidential" information. That form, however, needs to be modified for those persons who, under the terms of the protective order requested hereby, can access "Highly Confidential" information. Consequently, the Company requests that the Commission direct use of a modified form (marked as Exhibit B hereto) in this docket for those persons who will be authorized to access "Highly Confidential" information.

11. Under 20 CSR 4240-2.135(10), "confidential" information is to be denoted as follows: **\*\*confidential information\*\***. Because Ameren Missouri has submitted "confidential" information and will submit "Highly Confidential" information, Ameren Missouri will utilize three asterisks to denote "Highly Confidential" information, as follows: **\*\*\*highly confidential information\*\*\***.

**WHEREFORE**, Ameren Missouri respectfully requests that the Commission issue a protective order:

- a. Designating as Highly Confidential resource cost information<sup>6</sup> in Appendix C, in any related workpapers, and any such resource cost information that may later be sought via discovery;
- b. Directing that any cost information in Appendix C should not be shared with any employees of a non-state party, or if it has been shared, that such

---

on future negotiations with such parties.

employees should promptly return all such information to the party's attorney of record; and

- c. Directing the use of the Non-Disclosure Agreement forms marked as Exhibits A and B hereto.

Respectfully submitted,

/s/ Jennifer S. Moore

**Jennifer S. Moore**, MO Bar #75056

Senior Corporate Counsel

**Wendy Tatro**, MO Bar #68963

Director – Assistant General Counsel

Ameren Missouri

1901 Chouteau Avenue

P.O. Box 149 (MC 1310)

St. Louis, MO 63166

[amerenservice@ameren.com](mailto:amerenservice@ameren.com)

**Carla Fields-Johnson**, MO Bar # 47149

Fields & Brown, LLC

300 E. 39<sup>th</sup> Street

Suite 1P

Kansas City, MO 64111

[cfields@fieldsandbrown.com](mailto:cfields@fieldsandbrown.com)

**Attorneys for Union Electric Company  
d/b/a Ameren Missouri**

---

<sup>6</sup> As earlier defined.

**CERTIFICATE OF SERVICE**

The undersigned certifies that true and correct copies of the foregoing was served on counsel for all parties of record via electronic mail (e-mail) on this 25<sup>th</sup> day of January, 2024.

*/s/ Jenifer S. Moore*  
Jennifer S. Moore

**NONDISCLOSURE AGREEMENT**

**For Case No.: EO-2023-0136**

(To Access Confidential Information)

I, \_\_\_\_\_, have reviewed the Commission's Rule at 20 CSR 4240-2.135 on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

I have requested review of the confidential information produced in Case No. EO-2023-0136 on behalf of \_\_\_\_\_.

I hereby certify that:

(a) Only employees of a party that are acting as an expert for that party or that have been retained for this case as an outside expert for that party may receive confidential information;

(b) An employee is a person in the service of his or her employer whose services are controllable by the employer.

(c) I am employee of [state name of intervenor] acting as its expert and/or its employee who intends to file testimony in this docket, or I am an outside expert for [state name of intervenor] retained to provide expert consultation or testimony in this docket; and

(d) I have read and agree to abide by the Commission's Rule at 20 CSR 4240-2.135.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

---

Signature & Title

---

Employer

---

Party

---

---

Address

---

Telephone

---

E-Mail Address



**NONDISCLOSURE AGREEMENT**  
**For Case No.: EO-2023-0136**  
(To Access Highly Confidential Information)

I, \_\_\_\_\_, have reviewed the Commission's Rule at 20 CSR 4240-2.135 on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

I have requested review of the highly confidential information produced in Case No. EO-2023-0136 on behalf of \_\_\_\_\_.

I hereby certify that:

- (a) Only an outside expert retained by a party in this case may receive highly confidential information;
- (b) I am an employee of \_\_\_\_\_ acting as an outside expert for [state name of intervenor] \_\_\_\_\_ retained to provide expert consultation or testimony in this docket; and
- (c) I have read and agree to abide by the Commission's Rule at 20 CSR 4240-2.135 and all terms of the Protective Order issued by the Commission in this docket.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

---

Signature & Title

---

Employer

---

Party

---

---

Address

---

Telephone

---

E-Mail Address