

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

In the Matter of the Application of Union	)	
Electric Company d/b/a Ameren Missouri	)	File No. ET-2025-0184
for Approval of New or Modified Tariffs	)	
for Service to Large Load Customers.	)	

**MOTION FOR ORDER *NUNC PRO TUNC* OR, ALTERNATIVELY, FOR
CLARIFICATION OR REHEARING¹**

COMES NOW, Union Electric Company d/b/a Ameren Missouri (“Ameren Missouri” or “Company”) and for its Motion for Order *Nunc Pro Tunc* or, its Alternative Motion for Clarification or Rehearing, filed pursuant to Section 386.500.1, RSMo. and 20 CSR 4240-2.160, states as follows:

1. The Commission issued the Order on November 24, 2025, to be effective December 4, 2025.
2. The Order includes eight bulleted items (at pages 3 to 4) which purport to describe the “key provisions” of the Agreement.² One of the bulleted items is labelled “Revenue Sharing.”
3. The Revenue Sharing bulleted item does not reflect the Commission’s true Order because it does not correctly state when sharing would occur as provided for in the Agreement, which the Commission approved and with which the Commission ordered the parties to comply.³
4. Specifically, the Revenue Sharing bulleted item provides that “[i]f that report shows that the revenues from large load customers exceed the amount of large load customers base rate

¹ As outlined herein, the Company believes the Commission has the power to correct the Order *nunc pro tunc* pursuant to 20 CSR 4240-2.160(4) but to accommodate alternative procedural means the Commission might choose, seeks clarification and/or rehearing pursuant to Section 386.500.1 and 20 CSR 4240-2.160(1). If the Order is not corrected, it would be unjust, unreasonable, and unlawful because it would fail to reflect the agreed upon Revenue Sharing Mechanism and thus would impermissibly result in retroactive ratemaking and constitute an impermissible taking.

² The Order defines the “Agreement” as the final non-unanimous stipulation and agreement filed November 20, 2025, that is EFIS Item No. 134.

³ Order, Ordering ¶ 1.

revenues, **such** excess shall be returned ...” (emphasis added). However, that statement does not reflect what the Commission ordered.

5. The statement fails to reflect the Commission’s true order because the quoted statement omits the Agreement’s requirement that the comparison of actual large load customer revenues to those in base rates⁴ (which determines “such excess” as provided for in the above-quoted passage) is only the **first** step in the process, but that first step does not determine whether there is sharing.

6. Instead, **if** (and only if) that comparison shows a positive difference (actual large load customer revenues are more than those in base rates), then the Agreement requires that a **second** step be completed, that is, it must be determined whether Ameren Missouri’s earned ROE exceeded the 9.74% authorized ROE (as it may be changed by the Commission in the future). Under the Agreement, if there is **not** an exceedance of the ROE after completion of the second step (if the second step is triggered at all), then there is no sharing; if (but only if) there is an exceedance, then there is sharing. See subparagraphs c) i. and c) ii., pages 25-26, of the Agreement.

7. The Company respectfully suggests that the above-described error can simply be corrected by the entry of a *nunc pro tunc* order. A *nunc pro tunc* order is appropriate when the tribunal (the Commission here) needs to ““amend its records according to the truth, so that they should accurately express the history of the proceedings which actually occurred.”” *McGuire v. Kenoma, LLC*, 447 S.W.3d 659, 663 (Mo. banc 2014) (quoting *Dekalb Cnty. v. Hixon*, 44 Mo. 341, 342 (Mo. 1869)). While it is sometimes said that only “clerical mistakes” can be corrected *nunc pro tunc*, the phrase “clerical mistake” is “not intended to designate who made the mistake,

⁴ Which is what the bulleted items describes.

but what type of mistake was made . . . [a]s such, a clerical mistake can be committed by a judge or clerk.” *Id.* (internal citations omitted). So long as the correction of the mistake does “not affect a substantive change to [a] . . . party’s rights” and is “confined to ‘that which was actually done’” a *nunc pro tunc* order is appropriate. *Id.* (quoting *Soehlke v. Soehlke*, 398 S.W.3d 10, 22 (Mo. banc 2013)).

8. The mistake at issue is a “clerical mistake” within the meaning of the *nunc pro tunc* doctrine and must be corrected so that the Commission’s records (the Order) reflect the truth. And such a correction will not affect the substantive rights of any party since the parties expressly agreed to the two-step process outlined in the Agreement, specifically, they agreed to the provisions of subparagraphs c) i. and c) ii., pages 25-26, which provide for the two-step process outlined above. Put another way, correction of the mistake is *necessary* so that the Order will reflect “that which was actually done,” that is, approval of the Agreement as agreed upon and filed and the requirement that the parties adhere to and comply with it, as mandated by Ordering ¶ 1.⁵

WHEREFORE, the Company respectfully requests that the Commission correct the Order *nunc pro tunc* to reflect that which was actually done, that is, accurately reflect the Revenue Sharing provisions of the Agreement or, alternatively, that it clarify the Order or grant Rehearing and clarify the order to reflect such correction, and for such other and further relief as is proper under the circumstances.

⁵ As earlier noted, the Commission could utilize alternative procedural means, such as clarifying its intention by issuing an amended order and assigning a new effective date to it, or by granting rehearing and issuing a new order with a new effective date. However, for the reasons discussed herein, the Company does not believe utilizing these alternative procedural means is necessary.

Dated: December 1, 2025

Respectfully submitted,

/s/ **James B. Lowery**

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CERTIFICATE OF SERVICE

The undersigned certifies that true and correct copies of the foregoing was served on the Staff of the Missouri Public Service Commission and the Office of the Public Counsel via electronic mail (e-mail) on this 1st day of December, 2025.

/s/ **James Lowery**
James Lowery