

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

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

**RESPONDENT AMEREN MISSOURI'S RESPONSE TO
COMPLAINANTS' APPLICATION FOR REHEARING**

COMES NOW Union Electric Company, d/b/a Ameren Missouri ("Ameren Missouri"), and submits this Response to the Municipalities' Application for Rehearing of the Commission's August 5, 2026 Order Granting Summary Determination on the Pleadings ("Order"). For the reasons set forth below, the Municipalities' Application for Rehearing should be denied.

The Municipalities' Application for Rehearing provides no basis to disturb the Commission's dismissal of the Complaint. Their procedural challenge incorrectly characterizes Ameren Missouri's Cross-Motion for Summary Disposition as seeking only summary determination under Rule 20 CSR 4240-2.117(1). As explained below and more fully in Ameren Missouri's Application for Limited Rehearing, Ameren Missouri sought summary disposition in its favor and expressly addressed both means to obtain summary disposition authorized by Rule 2.117. Moreover, determination on the pleadings was already before the Commission on the Municipalities' own motion, and Rule 2.117(2) expressly authorized the Commission to dispose of the case on the pleadings.

The Municipalities’ substantive arguments claiming that the Order is unlawful or unreasonable likewise do not demonstrate error. The Commission properly interpreted Tariff Sheet 102 as addressing the timing and circumstances under which service is furnished rather than imposing a continuing environmental compliance obligation and properly interpreted the 1971 Order as preserving rather than incorporating independent environmental law requirements. Because neither document imposes the continuing environmental compliance obligation on which the Municipalities’ Complaint depends, the Commission did not act inconsistently or abdicate its regulatory authority by concluding that the alleged environmental violations did not establish violations of the tariff or CCN. Consequently, their Application for Rehearing should be denied.

I. The Commission lawfully disposed of the Complaint on the pleadings.

The Municipalities argue that the Commission unlawfully dismissed the Complaint on a motion for determination on the pleadings that Ameren Missouri “neither filed nor argued,” and that therefore the Commission acted as an advocate for Ameren Missouri.¹ As explained more fully in Ameren Missouri’s Application for Limited Rehearing, that argument rests on an incorrect characterization of Ameren Missouri’s Cross-Motion for Summary Disposition and ignores the Commission’s independent authority under Rule 20 CSR 4240-2.117(2).

First, Ameren Missouri did not file a cross-motion limited to summary determination under Rule 2.117(1). Its filing was expressly denominated a “Cross-Motion for Summary Disposition” and requested “summary disposition in favor of the Company.”² More importantly, the filing expressly recognized that Rule 2.117 provides for summary disposition either by

¹ *Complainants’ Application for Rehearing* at 3-5.

² *Respondent Ameren Missouri’s Opposition to Complainants’ Motion for Determination on the Pleadings or, in the Alternative, Summary Determination and Cross-Motion for Summary Disposition* [Item No. 23].

determination on the pleadings under subsection (2) or by summary determination under subsection (1).³ It further explained that, because the material facts were undisputed and the remaining issues presented questions of law, the standards for the two forms of disposition were “in substance, the same for purposes of this case.”⁴ Thus, Ameren Missouri’s written request for summary disposition was not limited to summary determination under Rule 2.117(1).

Moreover, determination on the pleadings was already squarely before the Commission. The Municipalities *themselves* moved for determination on the pleadings under Rule 2.117(2), or alternatively for summary determination under Rule 2.117(1).⁵ Ameren Missouri opposed that motion and asked the Commission to resolve in its favor the *same* legal issues the Municipalities had submitted for disposition.⁶ The Commission therefore did not formulate a new claim, defense, or legal theory for Ameren Missouri; it simply resolved the issues already presented by the parties.⁷

The Municipalities’ contrary argument depends principally on Ameren Missouri’s references to “summary determination” during the hearing. From those references, they contend that even the “most generous interpretation” of Ameren Missouri’s generically titled Cross-Motion for Summary Disposition is that it sought only summary determination.⁸ That conclusion does not follow. Ameren Missouri’s references to one form of summary disposition did not

³ *Id.* at 3.

⁴ *Id.* at n.3.

⁵ *Complainants’ Motion for Determination on the Pleadings or, in the Alternative, Summary Determination, Statements of Undisputed Material Facts and Memorandum in Support* at 1 [Item No. 14] (Missouri Public Power “move[s], pursuant to 20 CSR 4240-2.117(1) and (2) ... for Determination on the Pleadings, or in the alternative, for Summary Determination in favor of Missouri Public Power.”).

⁶ *Respondent Ameren Missouri’s Opposition to Complainants’ Motion* at 1-2, 6.

⁷ The Municipalities’ reliance on *Hanshaw v. Crown Equip. Corp.*, 729 S.W.3d 228 (Mo. banc 2026), is misplaced. *Hanshaw* explains that, in reviewing a summary judgment motion, a court is not required to “sift through the entire record to identify disputed issues,” because doing so would cause the court to “impermissibly act as an advocate for a party.” *Id.* at 232 n.2. Here, the Commission did not search the record to identify factual disputes or arguments for Ameren Missouri. It resolved legal issues already presented by the parties through determination on the pleadings, a form of disposition expressly authorized by Rule 2.117(2).

⁸ *Complainants’ Application for Rehearing* at 4.

withdraw or negate what its written filing expressly said: Rule 2.117 authorized both forms of disposition, the standards were substantively the same under the circumstances presented, and Ameren Missouri sought “summary disposition” in its favor.

In any event, Rule 2.117(2) independently authorized the Commission to dispose of the case on the pleadings. It permits the Commission, “on its own motion or on the motion of a party,” to dispose of all or any part of a case on the pleadings. Thus, the Commission’s authority to dispose of the Complaint on the pleadings did not depend upon Ameren Missouri filing a separately denominated motion for determination on the pleadings.⁹ Nor did the Commission’s exercise of that authority inject a new procedure or issue into the case. Determination on the pleadings was already before the Commission on the Municipalities’ own motion¹⁰ and Rule 2.117(2) authorized the Commission to dispose of the case on that basis.

For these reasons, and those more fully set forth in Ameren Missouri’s Application for Limited Rehearing, the Commission did not create a “fictitious motion” or improperly advocate for Ameren Missouri. It resolved the same legal issues the parties had placed before it by

⁹ The Municipalities themselves acknowledge the Commission’s authority to act on its own motion but assert in a footnote that the Commission “did not do so.” *Id.* at 5 n.2.

¹⁰ At argument, counsel for the Municipalities confirmed that they had presented both forms of summary disposition to give the Commission “the option to exercise its jurisdiction in the way it deemed most fit”:

THE COURT: Now, you requested both summary determination and determination on the pleadings, would you explain to me how those are different in this case?

MS. WHIPPLE: Yes, and, and it really we, we argued them in the alternative, and I even numbered the statement of undisputed material facts, hoping to make that -- trying to make that a little clearer, in our motion, facts 1 through 24 are grounded only in the pleadings, only in the complaint, only in the answer. And if this commission wanted to grant summary determination on the pleadings, then those -- numbers 1 through 24 will ground that.

If on the other hand, the Commission wanted more information or decided that it was just simply more comfortable with a summary determination as opposed to a judgment on the pleadings, we went ahead and provided the undisputed material facts 25 through 32. And many of those are undisputed by operation of various laws, and of course that’s all in our brief. But it -- basically gives the Commission the decision to make. Are you comfortable -- most comfortable making these two -- the ruling on these two limited issues?

Are you most comfortable doing that as determination on the pleadings, if so, you need 1 through 24. If you prefer to go ahead and ground it in a summary determination, then you’re welcome to go ahead and use, also, 25 through 32. Really just to give the Commission the option to exercise its jurisdiction in the way it deemed most fit.

June 11, 2026 *Transcript of Proceedings*, Vol. 2 at 24:10-25:14 [Item No. 32].

determination on the pleadings—a form of summary disposition expressly addressed in Ameren Missouri’s filing and expressly authorized by Rule 2.117(2). The Municipalities’ request for rehearing on this ground should be denied.

II. The Commission properly interpreted Tariff Sheet 102 and did not modify Ameren Missouri’s tariff.

The Municipalities focus on an apparent tension in the Commission’s Order. The Commission stated that the introductory phrase “in supplying service to customers” is not time bound but nevertheless concluded that subsection F governs Ameren Missouri’s obligations prior to providing service to a customer.¹¹ From that, the Municipalities contend that the Commission rendered the introductory phrase superfluous and improperly limited an ongoing permitting obligation.¹² That argument misreads both the Commission’s reasoning and the scope of the permits and approvals addressed by subsection F.

Tariff Sheet 102 provides that, “[i]n supplying service to customers,” Ameren Missouri “shall furnish such service within a reasonable length of time dependent upon the availability of materials, labor and system capacity, and after all necessary easements, permits and approvals are obtained from the customer and other governmental and regulatory authorities having jurisdiction.”¹³ As the Commission explained, the requirement that Ameren Missouri “shall furnish such service within a reasonable length of time” is “time bound.”¹⁴ The matters that follow—including the availability of materials, labor and system capacity and the acquisition of necessary easements, permits and approvals—identify circumstances affecting when service can be furnished. The Commission therefore concluded that subsection F “is a timing provision” that

¹¹ *Order* at 10-11.

¹² *Complainants’ Application for Rehearing* at 6.

¹³ *Verified Complaint and Motion for Expedited Treatment*, Ex. A at 1 [Item No. 1].

¹⁴ *Order* at 10.

“explains Ameren Missouri’s obligations prior to providing service to a customer.”¹⁵ That reading gives effect to the structure of subsection F because the matters that follow are expressly tied to when Ameren Missouri must “furnish such service,” rather than stated as independent, continuing obligations.¹⁶

More fundamentally, the Municipalities’ interpretation ignores what the permits and approvals referenced in subsection F are permits and approvals for. The provision concerns those necessary to furnish service to a customer. That is why the same sentence refers to easements obtained from customers, system capacity, materials and labor. A PSD permit governing modifications to a generating facility is not a permit necessary to initiate or furnish electric service to a particular customer. Ameren Missouri made precisely this distinction in opposing the Municipalities’ motion: Tariff Sheet 102 governs the timing and conditions under which service is initiated to customers; it does not incorporate generation-related environmental permitting requirements into Ameren Missouri’s tariff obligations.¹⁷ That interpretation does not relieve Ameren Missouri of any environmental law obligation; it simply recognizes that compliance with generation-related environmental permitting requirements is not an obligation imposed by Tariff Sheet 102.

For the same reason, the Commission did not modify Ameren Missouri’s tariff. The Municipalities contend that the Commission eliminated an existing tariff obligation and therefore

¹⁵ *Id.* at 11.

¹⁶ The Municipalities’ reliance on *In re Verified Application & Petition of Liberty Energy (Midstates) Corp.*, 464 S.W.3d 520 (Mo. *banc* 2015), does not support their argument that the Commission’s interpretation renders the phrase “in supplying service to customers” superfluous. *Liberty Energy* applied the rule of statutory construction that courts must give effect to every word, sentence, or clause and presume that the legislature did not insert superfluous language. *Id.* at 525. Even assuming that principle applies equally to tariff interpretation, the Commission’s interpretation gives full effect to the phrase “in supplying service to customers.” The phrase identifies the activity governed by subsection F; it does not transform the matters addressed in the remainder of the provision into independent, ongoing obligations applicable throughout Ameren Missouri’s operations.

¹⁷ *Ameren Missouri’s Opposition* at 2, 4-6.

could act only through the procedures governing tariff revisions.¹⁸ But that argument assumes its conclusion—that Tariff Sheet 102 already incorporates an ongoing obligation to comply with generation-related environmental permitting requirements. The Commission did not eliminate or suspend such an obligation; it determined that subsection F *never imposed one*. Interpreting the scope of an existing tariff provision is not the same as modifying it.¹⁹ Here, the Commission did not grant a variance or exemption from Tariff Sheet 102; rather, it interpreted the scope of the obligation that subsection F imposes.

Accordingly, the Municipalities have not shown that the Commission either misinterpreted or unlawfully modified Tariff Sheet 102, and rehearing on this ground should be denied.

III. The Commission properly interpreted the 1971 Order as preserving independently applicable environmental requirements rather than imposing them as conditions of Ameren Missouri’s CCN.

The Municipalities contend that the Commission improperly nullified Ordered Paragraph 2 of the 1971 Order by interpreting it not to impose continuing compliance with environmental requirements as a condition of Ameren Missouri’s CCN.²⁰ They rely primarily on the fact that the environmental compliance language appears in an “ordered paragraph” and argue that the Commission rendered that paragraph meaningless by concluding that it did not impose such a

¹⁸ *Complainants’ Application for Rehearing* at 7.

¹⁹ The Municipalities’ reliance on *State ex rel. St. Louis Cnty. Gas Co. v. Pub. Serv. Comm’n of Missouri*, 286 S.W. 84 (Mo. 1926), and *Missouri-American Water Co. v. Office of Pub. Counsel*, 673 S.W.3d 477 (Mo. banc 2023), is misplaced. In *St. Louis County Gas*, the tariff required customers to make a deposit toward the cost of a main extension, but the Commission found the requirement unreasonable as applied to particular customers and ordered the extension without requiring the deposit. 286 S.W. at 85–86. The court held that the Commission could not set aside an existing tariff requirement for particular customers while leaving it in force generally. *Id.* at 86. Similarly, in *Missouri-American Water*, the parties expressly sought, and the Commission granted, variances from requirements imposed by the utility’s tariff. 673 S.W.3d at 478–82. The Supreme Court held that the Commission lacked authority to grant those variances when the tariff did not authorize them. *Id.* at 481–82. Here, by contrast, the Commission did not excuse Ameren Missouri from a tariff requirement. The parties disputed what Tariff Sheet 102 requires and the Commission resolved that dispute by interpreting subsection F. Neither case prohibits the Commission from determining the meaning and scope of an existing tariff provision.

²⁰ *Complainants’ Application for Rehearing* at 8-9.

condition.²¹ But whether Ordered Paragraph 2 imposes a condition depends on its language, not simply on its placement in an ordered paragraph. As the Commission properly found, that language preserves the applicability of environmental requirements but does not make compliance with those requirements a condition of Ameren Missouri's CCN.

Ordered Paragraph 2 of the 1971 CCN Order provides that “the authority granted herein shall in no way be construed as authority for waiver of compliance” with applicable state and federal air- and water-quality standards.²² That language does not state that the CCN is conditioned upon continuing compliance with those standards. Nor does it provide that a violation of an environmental requirement constitutes a violation of the CCN. Instead, it addresses the effect of the authority the Commission granted: that authority cannot be construed to excuse Ameren Missouri from environmental requirements otherwise applicable to Rush Island. The Commission therefore gave the paragraph effect when it concluded that it “simply states that the CCN does not give Ameren Missouri permission to ignore environmental laws that would apply to Rush Island.”²³

As the Commission understood, preserving the independent force of environmental requirements is not the same as incorporating every such requirement into Ameren Missouri's CCN as a condition of that certificate. Under the Commission's interpretation, Ameren Missouri remained subject to applicable environmental laws and to enforcement of those laws *by the governmental authorities charged with administering them*. Indeed, the Commission expressly acknowledged the determination that Rush Island violated the Clean Air Act.²⁴ What the Commission rejected was the Municipalities' additional proposition that the environmental

²¹ *Id.*

²² *Verified Complaint*, Ex. B at 4.

²³ *Order* at 12.

²⁴ *Id.*

violation was therefore also a violation of the 1971 CCN. Nothing in Ordered Paragraph 2 says that it is.

Nor did the Commission fail to explain its conclusion. The language of Ordered Paragraph 2 *provides* the explanation: it states that the authority granted by the CCN cannot be construed as a waiver of otherwise applicable environmental requirements.²⁵ Ordered Paragraph 2 does not state that the CCN is granted “on the condition that” Ameren Missouri comply with environmental requirements or that continued certificate authority is otherwise contingent upon such compliance. The Commission was not required to disregard the words the 1971 Commission actually used and substitute language making environmental compliance a condition of the certificate.

The Municipalities’ reliance on *State ex rel. Beaufort Transfer Co. v. Public Service Commission* does not support a different result. *Beaufort* recognizes that the Commission “is entitled to interpret its own orders and to ascribe to them a proper meaning.” 610 S.W.2d 96, 100 (Mo. App. W.D. 1980). The court found error there because the Commission purported to interpret existing certificate authority by applying a mileage formula of general applicability that, in substance, amounted to a rule adopted without complying with the statutory rulemaking requirements. *Id.* at 99-100. Nothing comparable occurred here. The Commission interpreted the language of Ordered Paragraph 2 in the proceeding before it and concluded that the paragraph preserves otherwise applicable environmental requirements but does not make compliance with those requirements a condition of Ameren Missouri’s CCN.²⁶ Nothing in *Beaufort* requires the Commission to treat language as a condition merely because it appears in an ordered paragraph.

²⁵ *Verified Complaint*, Ex. B at 4.

²⁶ *Order* at 12.

Finally, the Municipalities’ reliance on CCNs issued to other utilities does not demonstrate discrimination. They assert that the record contains other CCNs with ordered paragraphs “referencing state and federal environmental laws” and predict that, under the Commission’s interpretation, “none will know” whether those provisions are mandatory.²⁷ But the Commission’s duty was to interpret the *particular language of Ameren Missouri’s 1971 Order*. Indeed, *Beaufort* recognizes both the Commission’s authority to interpret its own orders and the distinction between resolving the particular matter before it and adopting a rule of general applicability. 610 S.W.2d at 99–100. Whether another utility’s CCN imposes an environmental compliance condition depends on the language of *that* CCN.²⁸ Consequently, the Commission’s interpretation of the 1971 Order does not create uncertainty about how *other* CCNs should be interpreted: each must be construed according to its own terms.

Accordingly, the Commission did not nullify Ordered Paragraph 2 or release Ameren Missouri from compliance with environmental requirements. It gave the paragraph effect according to its terms: the 1971 CCN did not waive independently applicable environmental requirements but neither did it make compliance with every such requirement a condition of the CCN. The Municipalities’ request for rehearing on this ground should be denied.

²⁷ *Complainants’ Application for Rehearing* at 8-9.

²⁸ Indeed, the CCN orders the Municipalities cite for comparison—Ameren Missouri’s Big Hollow CCN, Grain Belt’s CCN and Evergy’s recent solar-facility CCN—illustrate the point rather than undermine it. As Ameren Missouri explained at the June 11, 2026 hearing, those orders impose conditions tied to the construction and initial permitting of the authorized facility—such as construction-progress reporting and updates on permits obtained—that are finite and “stop when the plant is . . . in service and operating.” *Transcript of Proceedings*, at 60:19–62:2. That pattern supports, rather than undermines, the conclusion that permit-related CCN conditions may be bound by the construction and commissioning period—consistent with the Commission’s interpretation of Ordered Paragraph 2 here.

IV. The Commission’s interpretation of the tariff and 1971 Order is neither internally inconsistent nor an abdication of its regulatory authority.

The Municipalities contend that the Commission acted inconsistently by recognizing its authority to enforce environmental requirements under Tariff Sheet 102 while disclaiming authority to enforce those same requirements under the 1971 CCN.²⁹ They further contend that the Commission thereby abdicated its statutory responsibility to regulate Ameren Missouri.³⁰ Both arguments mischaracterize the Order. The Municipalities further assert that the Commission’s supposed inconsistency renders its interpretation unlawful and unreasonable.³¹ The Commission did not reach conflicting conclusions about its authority, however; it interpreted two different provisions and determined the obligations each imposes.

The claimed inconsistency begins with the Municipalities’ mischaracterization of the Commission’s tariff ruling. They assert that the Commission recognized a tariff obligation requiring Ameren Missouri to possess “all environmental law permits” when it begins service to a customer³² but failed to explain why that obligation disappears once service begins. The Commission made no such finding. As discussed above, the Commission concluded that Tariff Sheet 102 addresses the easements, permits and approvals necessary to furnish service to a customer. The Commission therefore did not recognize a tariff obligation to comply with

²⁹ *Id.* at 10.

³⁰ *Id.* at 11-12.

³¹ *Id.* at 11. Neither authority the Municipalities cite supports that proposition. *Missouri-American Water Co. v. Office of Pub. Counsel (In re Missouri-American Water Co.)*, 637 S.W.3d 121, 127–29 (Mo. App. W.D. 2021), held the Commission’s order unlawful because its interpretation of an IRS private letter ruling produced a result inconsistent with the Internal Revenue Code and the governing statutory definition of accumulated deferred income tax—not because the Commission’s interpretation was internally inconsistent. *In re Application of Union Elec. Co. v. Mo. Pub. Serv. Comm’n*, 591 S.W.3d 478, 484–85 (Mo. App. W.D. 2019), states the general standards governing review of the lawfulness and reasonableness of a Commission order. Neither case holds that an internally inconsistent interpretation is, for that reason, unlawful or unreasonable.

³² *Id.* at 10.

environmental permitting requirements for a limited period and then conclude that the obligation disappears once service begins.

The Commission's interpretation of the 1971 Order is consistent with that conclusion. As discussed above, Ordered Paragraph 2 preserves independently applicable environmental requirements but does not incorporate compliance with those requirements as a condition of Ameren Missouri's CCN. Thus, the Commission did not conclude that it may enforce environmental laws through the tariff but lacks authority to enforce the same laws through the CCN. It concluded that neither Tariff Sheet 102 nor the 1971 Order imposes the environmental compliance obligation asserted by the Municipalities.

Nor did the Commission abdicate its regulatory authority. The Municipalities rely on the Commission's general supervisory authority under § 393.140 and § 386.610's direction that Chapter 386 be liberally construed with a view to the public welfare.³³ Those general provisions do not supply the obligation missing from the tariff and CCN. As discussed above, neither Tariff Sheet 102 nor the 1971 Order makes compliance with the environmental requirements at issue an independently enforceable tariff or CCN obligation. And the Municipalities cannot fill that gap by relying on § 386.610's liberal-construction provision. Although § 386.610 requires liberal construction with a view to the public welfare, it "does not authorize the Court to vest the PSC with authority that the legislature has not granted it either expressly or by clear implication." *State ex rel. MoGas Pipeline, LLC v. Mo. Pub. Serv. Comm'n*, 366 S.W.3d 493, 496 (Mo. *banc* 2012) (rejecting the PSC's claim that its statutory powers authorized intervention in FERC proceedings). The Commission therefore did not abdicate its regulatory authority by declining to

³³ *Id.* at 11-12.

treat the acknowledged environmental violation as a violation of Ameren Missouri's tariff or CCN.

Accordingly, the Commission's conclusions are neither internally inconsistent nor an abdication of its statutory responsibilities. The Municipalities' request for rehearing on these grounds should be denied.

CONCLUSION

For the foregoing reasons, the Municipalities have not demonstrated any basis for rehearing. The Commission lawfully disposed of the Complaint on the pleadings and correctly determined that neither Tariff Sheet 102 nor the 1971 Order imposes the continuing environmental compliance obligation on which the Municipalities' Complaint depends. Ameren Missouri therefore respectfully requests that the Commission deny the Municipalities' Application for Rehearing.

Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was served on the attorneys for Missouri Public Power, the Staff of the Commission, and the Office of the Public Counsel via electronic mail (e-mail) on this 11th day of September, 2026.

/s/ James B. Lowery
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