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.	)	File No. EC-2026-0156
Union Electric Company d/b/a Ameren Missouri, Respondent.	)	

AMEREN MISSOURI'S RESPONSE TO COMPLAINANTS' REPLY IN SUPPORT OF MOTION FOR DETERMINATION ON THE PLEADINGS OR, IN THE ALTERNATIVE, SUMMARY DETERMINATION

COMES NOW Respondent Union Electric Company, d/b/a Ameren Missouri ("Ameren Missouri"), and for its above-captioned Response submitted pursuant to 20 CSR 4240-2.080(14), states as follows:

Complainants' Reply confirms that this case turns on a purely legal question: whether the undisputed facts establish a violation of Ameren Missouri's tariff or the Commission's 1971 CCN Order. Tellingly, none of Complainants' filings, including Complainants' Reply, attempt to answer that question. Even accepting the undisputed facts, Complainants identify no language in either instrument that converts a Clean Air Act violation into a violation of the tariff or the CCN Order. Instead, they assume that conclusion and thereby address a different question—whether Ameren Missouri violated

environmental law, rather than ***whether that violation constitutes a violation of the tariff or the CCN Order***.

That distinction is dispositive. A violation of one legal regime does not automatically become a violation of another that merely references permits, approvals, or compliance with law in a completely different context. To prevail, Complainants must identify language in the tariff or CCN Order that incorporates Clean Air Act permitting requirements as a condition of lawful service or continued CCN authority. They have not done so and cannot do so.

A. The tariff governs the time within which Ameren Missouri must commence retail electric service to customers and does not convert unrelated regulatory violations into tariff violations.

Complainants' tariff argument lacks any limiting principle. They contend that Ameren Missouri began violating its tariff (and thus started unlawfully providing electric service to all its 1.2 million customers) the moment it allegedly failed to obtain PSD permits and continues to unlawfully do so to this day.

Complainants' reading of the tariff text does not withstand scrutiny. The phrase "in supplying service" must be read in context, not in isolation. The provision appears within rules governing the Company's obligation to commence the furnishing of service to customers and addresses practical prerequisites to providing service—such as obtaining easements needed to

extend system capacity to provide the power, and necessary approvals to make the connection, like a road-crossing permit. Read in that context, the requirement that "all necessary permits" be obtained refers to permits required to provide service to customers, not to every permit applicable to generating electricity at the Company's generation facilities. Nothing in the tariff suggests that it incorporates system-wide regulatory compliance obligations or transforms violations of external permitting regimes into tariff violations. Complainants' interpretation would expand a customer-service provision into a sweeping, ongoing compliance mandate untethered to the provision of service itself—an interpretation the tariff's text and structure do not support.

Under Complainants' theory, any violation of any law—whether under the Clean Air Act, the Clean Water Act, speed limit laws, or otherwise—would automatically convert ongoing service into a tariff violation, regardless of its connection to the provision of service. Nothing in the tariff supports such a result.

By treating any violation of external law as a per se violation of the tariff, Complainants create a boundless enforcement mechanism. That is not how the Commission's authority operates. The Commission regulates utilities within the scope of its statutory jurisdiction; it does not serve as the enforcement arm for every other regulatory regime. Complainants identify no

statute, rule, or order that authorizes the Commission to treat a violation of external law as a violation of the tariff.

B. The parties' dispute about the CCN Order concerns its interpretation and whether it imposes an enforceable condition; it does not.

Complainants continue to unilaterally label the CCN language as a "condition,"[1] but their own argument demonstrates that it does not operate as one. A condition has legal consequences: if it fails, something changes—most obviously, the authority granted by the CCN. Yet Complainants identify no consequence that follows from their supposed "condition." They do not contend that Ameren Missouri lost the authority to operate Rush Island when the alleged Clean Air Act violation occurred; indeed, they expressly disavow any such result. Instead, they seek only a freestanding finding of "violation," untethered to any effect on the rights granted by the Order.

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[1] As Ameren Missouri has pointed out, the genesis of this argument, found in Complainants' initial filing, itself belies the fact that the CCN Order contains no such condition; Complainants themselves inserted the actual word into the language of the CCN Order to make it appear to impose a condition:

> At 15 Mo. P.S.C. (N.S.) 505, Case No. 17,139, on May 21, 1971 (effective June 2, 1971), the Commission authorized Ameren to "construct, operate and maintain a multi-unit steam electric generating plant to be known as its 'Rush Island Plant'… **[on the condition that]** the authority granted herein shall in no way be construed as authority for waiver of compliance by [Ameren] with any air or water quality control standards now existing or proposed by any agency of the State of Illinois or Missouri or of the Government of the United States." (Exhibit B, attached hereto).

Verified Complaint at ¶ 14.

That is not how conditions operate. A provision that carries no consequence upon breach is not a condition—it is, at most, a clarification that other laws continue to apply. The language of the 1971 Order—stating that it "shall not be construed as a waiver" of environmental laws—does exactly that. It preserves the applicability of those laws; it does not convert a violation of those laws into a violation of the CCN itself.

Rather than aiding Complainants' argument, their reliance on more recent CCN orders reinforces this conclusion. The examples they cite involve express, detailed conditions—clearly stated, forward-looking requirements tied to construction or operation, often with reporting or compliance obligations. Those orders demonstrate that when the Commission intends to impose enforceable conditions, it does so explicitly. The 1971 Order contains no such language.

C. Even on undisputed facts, Complainants are not entitled to relief as a matter of law, and such relief would not be in the public interest.

One does not reach the public interest question unless the movant establishes its right to prevail as a matter of law, which, as discussed above, Complainants have not done because neither the tariff nor the CCN Order mean what they contend. 20 CSR 4240-2.117(1)(E). Yes, it is undisputed that Ameren Missouri violated the Clean Air Act, and it is undisputed that Judge Sippel wrote what he wrote and said what he said, and that the Commission

quoted him in its order in EF-2024-0021. So what? Those facts do not establish that Complainants' claims about the legal effect of Ameren Missouri's tariff or the 1971 CCN Order are correct and thus entitle them to an order in their favor as a matter of law.

Finally, summary determination also requires that granting relief be in the public interest. *Id*. It is not in the public interest for the Commission to adopt Complainants' interpretation. Their approach would expand the Commission's role beyond its statutory authority by effectively turning it into an enforcement body for regulatory regimes—such as environmental law—assigned to other agencies. It would also detach tariffs and CCN orders from their text by replacing defined, filed obligations with open-ended standards drawn from external law, thereby undermining the predictability and stability essential to the regulatory framework. Lacking any limiting principle, Complainants' theory would permit any violation of any law—regardless of its connection to the provision of service or the scope of a CCN—to be treated as a violation of the Commission's own rules, inviting arbitrary and unworkable enforcement. For these reasons, Complainants' interpretation should be rejected as contrary to the public interest.

WHEREFORE, the Company renews its prayer that the Commission make and enter its order denying summary disposition in favor of Complainants and entering summary disposition in favor of the Company.

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 1st day of May, 2026.

/s/ *James B. Lowery*
Attorney for Respondent