

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

City of O’Fallon, Missouri, and	)	
City of Ballwin, Missouri,	)	
Complainants,	)	
	)	
vs.	)	File No: EC-2014-0316
	)	
Union Electric Company, d/b/a	)	
Ameren Missouri,	)	
Respondent.	)	

ANSWER

COMES NOW, Union Electric Company, d/b/a Ameren Missouri (“Ameren Missouri” or “Company”), and for its Answer in this Complaint, states as follows:

1. On April 28, 2014, counsel for the cities of O’Fallon and Ballwin, Missouri (Complainants) initiated this proceeding against Company (the “Complaint”).
2. Any allegation not specifically admitted herein by the Company should be considered denied.
3. The Company admits the allegations of paragraph 1 of the Complaint.
4. The Company admits the allegations of paragraph 2 of the Complaint.
5. The Company admits the allegations of paragraph 3 of the Complaint.
6. Paragraph 4 does not allege facts to which an answer is required.
7. Paragraph 5 states legal conclusions rather than factual allegations and therefore no answer is required, but to the extent an answer is required, the Company admits that the Commission has general jurisdiction over the Company pursuant to §§386.250 and 393.140 RSMo; admits the Commission has jurisdiction to value and approve the transfer of property pursuant to §§393.230 and 393.190, respectively; admits that the Sections 393.130, 386.390 RSMo and 4 CSR 240-2.070 grant the Commission jurisdiction with respect to the matters set forth therein; but denies that the allegations set forth in the Complaint invoke the Commission’s jurisdiction pursuant to Sections 393.130, 386.390 RSMo and 4 CSR 240-2.070.
8. The Company admits the allegations of paragraph 6 of the Complaint.

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9. In response to paragraph 7, the Company admits O’Fallon pays monthly rates under the Company’s 5(M) Company –Owned Street and Outdoor Area Lighting Tariffs (Tariff Sheets #58, 58.2, 58.3, 58.4 and 58.5) (the “5(M) Rates”). The Company denies the remainder of the allegations of paragraph 7 as stated. In further answer to paragraph 7, the Company states that it bills O’Fallon for 4,447 Company-owned street lights, and also bills O’Fallon under the Company’s 6(M) Street and Outdoor Area Lighting Customer-owned Tariffs (Tariff Sheets #59, 59.1, 59.2, and 59.3) (the “6(M) Rates”) for 194 street lights owned by O’Fallon.

10. The Company admits the allegations of paragraph 8 of the Complaint.

11. The Company admits the allegations of paragraph 9 of the Complaint.

12. In response to paragraph 10, the Company admits it has another set of street lighting tariffs, the 6(M) Rates, for a different service, and admits the 6(M) Rates are less than the 5(M) rates. The Company denies the remainder of the allegations of paragraph 10 of the Complaint as stated.

13. In response to paragraph 11 of the Complaint, the Company admits that if O’Fallon were to own 4,444 street lights and pay the 6(M) Rates rather than the 5(M) Rates, O’Fallon would pay approximately \$***,***.** annually to the Company for energy and maintenance related to those 4,444 street lights. The Company is without information or knowledge sufficient to form a belief about the truth or falsity of the allegation that O’Fallon would save approximately \$***,*** annually from what it is now paying and therefore denies the same.

14. In response to paragraph 12 of the Complaint, the Company admits that if Ballwin were to own 2,159 street lights and pay the 6(M) Rates rather than the 5(M) Rates, Ballwin would pay approximately \$**,*** annually to the Company for energy and maintenance related to those 2,159 street lights. The Company is without information or knowledge sufficient to form a belief about the truth or falsity of the allegation that Ballwin would save approximately \$***,*** annually from what it is now paying and therefore denies the same.

15. Paragraph 13 is an excerpt from a tariff, which speaks for itself.

16. In response to paragraph 14, the Company denies that O’Fallon and Ballwin have offered the Company fair market value to purchase Company-owned street lights, and denies that it has refused to discuss the sale of its lights and denies that it has declined to say why it refuses

to discuss such a sale. The Company admits the remaining allegations of paragraph 14 of the Complaint.

17. In response to paragraph 15, Ameren Missouri admits: the vast majority of the Company's street lights in O'Fallon and Ballwin have been in service for over ten years; if O'Fallon and Ballwin were to issue termination notices pursuant to paragraph 7, Sheet 58.5 of the Company's 5(M) Company-owned Street and Outdoor Area Lighting Tariffs, that the Company would incur substantial costs if it removed the Company-owned street lights; and that the Company would incur significant costs if, after removal, it wished to destroy or refurbish the removed street lights. The Company is without information or knowledge sufficient to form a belief about the truth or falsity of the remainder of the allegations of paragraph 15 and therefore denies the same.

18. Paragraph 16 states legal conclusions to which no answer is required but to the extent an answer is required, the Company denies the allegations of paragraph 16.

19. In answer to the prayer for relief following paragraph 16, the Company states that O'Fallon and Ballwin are not entitled to the findings or relief requested, for the reasons set forth in the Company's concurrently-filed Motion to Dismiss, and therefore asks the Commission to deny the prayer for relief.

20. Inasmuch as paragraph 17 of the Complaint re-alleges and incorporates the matters stated in paragraphs 1-16 of the Complaint, the Company hereby incorporates all its responses to said paragraphs.

21. Paragraph 18 of the Complaint states legal conclusions to which no answer is required but to the extent an answer is required, the Company denies the allegations of paragraph 18.

22. In response to paragraph 19 of the Complaint, the Company states that O'Fallon and Ballwin are not entitled to the relief requested, for the reasons set forth in the Company's concurrently-filed Motion to Dismiss, and therefore asks the Commission to deny the same.

23. In as much as paragraph 20 of the Complaint re-alleges and incorporates the matters stated in paragraphs 1-19 of the Complaint, the Company hereby incorporates all its responses to said paragraphs.

24. In response to paragraph 21 of the Complaint, the Company is without knowledge sufficient to form a belief about the allegation that O'Fallon and Ballwin would be agreeable to

having the Commission serve as an arbitrator in the matter, and therefore denies the same. In further answer, the Company states that it has not consented and does not consent to arbitration regarding the matters set forth in the Complaint.

25. In response to the prayer for relief following paragraph 21, the Company states that O'Fallon and Ballwin are not entitled to the relief requested, for the reasons set forth in the Company's concurrently-filed Motion to Dismiss, and therefore asks the Commission to deny the prayer for relief.

26. The following attorneys should be served with all pleadings in this case:

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WHEREFORE, Ameren Missouri respectfully requests that the Commission issue an order dismissing this Complaint, for the reasons set forth in the Company's concurrently-filed Motion to Dismiss, or in the alternative, denying Complaint's requests for relief.

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Answer was served on the following parties via electronic mail on this 29th day of May, 2014.

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