

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

Staff of the Missouri Public Service Commission,)	
)	
Complainant,)	
)	
vs.)	Case No: EC-2015-0315
)	
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 states as follows:

1. On June 1, 2015, the Staff (“Staff”) of the Missouri Public Service Commission (“Commission”) filed its Staff Complaint (“Complaint”) against Ameren Missouri, alleging failure to comply with 4 CSR 240-20.093(1)(F). On June 2, 2015, the Commission issued an order requiring Ameren Missouri to respond to the Complaint no later than July 2, 2015.
2. Any allegation not specifically admitted herein by the Company is denied.

ANSWER TO SPECIFIC ALLEGATIONS

3. Ameren Missouri denies the allegations in paragraph 1.
4. Ameren Missouri admits the allegations in paragraph 2.
5. Ameren Missouri admits the allegations in paragraph 3.
6. Ameren Missouri admits the allegations in paragraph 4.
7. Ameren Missouri admits the allegations in paragraph 5.
8. Paragraph 6 of the Complaint does not allege any fact, but rather quotes a Commission regulation, which speaks for itself. Consequently, no response is required, but to the extent a response is required, the Company denies the allegations of paragraph 6.

9. Paragraph 7 of the Complaint does not allege any fact, but rather quotes a Commission regulation, which speaks for itself. Consequently, no response is required, but to the extent a response is required, the Company denies the allegations of paragraph 7.

10. Paragraph 8 of the Complaint does not allege any fact, but rather quotes Missouri statutes, which speak for themselves. Consequently, no response is required, but to the extent a response is required, the Company denies the allegations of paragraph 8.

11. Ameren Missouri denies the allegations in paragraph 9.

12. Ameren Missouri admits the allegations in paragraph 10.

13. Ameren Missouri admits the allegations in paragraph 11.

14. Ameren Missouri admits the allegations in paragraph 12.

15. Paragraph 13 of the Complaint fails to allege any fact, but rather states only a conclusion of law. Consequently, no response is required, but to the extent a response is required, the Company denies the allegations of paragraph 13.

16. Ameren Missouri denies the characterization of the description of events in paragraph 14 as constituting a “deficiency” but admits that the paragraph is otherwise factually correct.

17. Ameren Missouri admits the first sentence of paragraph 15 but denies the second sentence to the extent that the phrase “has not complied” implies that Ameren Missouri is required to comply with this Staff request.

18. Ameren Missouri admits that Staff counsel contacted Ameren Missouri counsel by email on May 4, 2015, and that the topic of discussion was Staff’s allegation that avoided costs must be updated. Ameren Missouri denies the remainder of paragraph 16.

19. Paragraph 17 of the Complaint fails to allege any fact, but rather states only a conclusion of law. Consequently, no response is required, but to the extent a response is required, the Company denies the allegations of paragraph 17.

20. Ameren Missouri admits, as alleged in paragraph 18, that Staff counsel telephoned Ameren Missouri counsel on May 11, 2015, regarding Staff's interpretation of the avoided cost issue. Ameren Missouri admits it relied, in part, on 4 CFR 240-20.092(2)(J) in its discussion with Staff on that date.

21. Paragraph 19 of the Complaint fails to allege any fact, but rather quotes a Commission regulation, which speaks for itself. Consequently, no response is required, but to the extent a response is required, the Company denies the allegations of paragraph 19.

22. Paragraph 20 of the Complaint fails to allege any fact, but rather states quotes a Commission regulation, which speaks for itself. Consequently, no response is required, but to the extent a response is required, the Company denies the allegations of paragraph 20.

23. Ameren Missouri denies paragraph 21 and disagrees with the Staff interpretation of both the terms of the Stipulation and of the requirements of the applicable regulations.

AFFIRMATIVE DEFENSES

FIRST DEFENSE

24. The Complaint fails to state a claim upon which relief may be granted and therefore must be dismissed.

SECOND DEFENSE

25. The Complaint cannot be maintained because Ameren Missouri has performed its obligations under the Stipulation filed and approved in File No. EO-2012-0142 and it is in compliance with the Commission's Order approving the Stipulation, issued in the same file.

THIRD DEFENSE

26. The Complaint cannot be maintained because the Complaint is an unlawful collateral attack upon the Commission's Order approving the Stipulation in File No. EO-2012-0142, in violation of Section 386.550, RSMo.

FOURTH DEFENSE

27. The Complaint cannot be maintained because the Complaint requests relief that would violate and otherwise collaterally attack Ameren Missouri's approved tariffs for its MEEIA cycle 1 programs.

FIFTH DEFENSE

28. The Complaint fails to invoke the Commission's complaint jurisdiction and cannot be maintained since it fails to allege a "violation of any provision of law, or of any rule or order or decision of the commission," as required to maintain a complaint pursuant to Sections 386.390 and 386.400, RSMo.

WHEREFORE, Ameren Missouri has fully answered the Complaint.

Respectfully submitted,

UNION ELECTRIC COMPANY,
d/b/a Ameren Missouri

/s/ Wendy K. Tatro

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served via e-mail, to the parties of record on the 2nd day of July, 2015.

/s/*Wendy K. Tatro*

Wendy K. Tatro