

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

Patricia Schuba and Deane Todd,)	
Complainants,)	
)	File No. EC-2014-0342
v.)	
)	
Union Electric Company, d/b/a)	
Ameren Missouri,)	
Respondent.)	

ANSWER

COMES NOW Union Electric Company, d/b/a Ameren Missouri (the “Company” or “Ameren Missouri”), and for its answer to the Complaint filed in this case (the “Complaint”) by the Patricia Schuba and Deane Todd (the "Complainants"), states as follows:

With respect to the numbered paragraphs of the Complaint, Ameren Missouri answers the same by correspondingly numbered paragraphs, as follows:

COUNT 1

1. Ameren Missouri admits the allegations contained in Paragraph 1.
2. Paragraph 2 states the address at which the Complainants desire to be served and so no admission or denial is required.
3. Ameren Missouri admits the allegations contained in Paragraph 3.
4. Ameren Missouri admits the allegations contained in the second sentence in Paragraph 4. Ameren Missouri denies the allegations contained in the third sentence in Paragraph 4. Ameren Missouri is without sufficient knowledge and information to form a belief with respect to the truth or falsity of the remaining allegations in Paragraph 4 and therefore denies the same.
5. Paragraph 5 contains legal conclusions rather than factual allegations and no answer is required, but to the extent an answer is required, Ameren Missouri denies the same, except that Ameren Missouri admits that the Commission has jurisdiction over certain of its operations.

6. Ameren Missouri admits the allegations contained in Paragraph 6.
7. Paragraph 7 consists of quotations from a statute, which speaks for itself.
8. Paragraph 8 consists of quotations from a statute, which speaks for itself.
9. Ameren Missouri admits the allegations contained in Paragraph 9.

COUNT I

10. Ameren Missouri incorporates its answers to Paragraphs 1-9 herein by reference.
11. Paragraph 11 contains legal conclusions rather than factual allegations and no answer is required, but to the extent an answer is required, Ameren Missouri denies the same.
12. Paragraph 12 contains legal conclusions rather than factual allegations and no answer is required, but to the extent an answer is required, Ameren Missouri denies the same and, moreover, paragraph 12 contains quotations from a statute, which speaks for itself.
13. Paragraph 13 contains legal conclusions rather than factual allegations and no answer is required, but to the extent an answer is required, Ameren Missouri denies the same.
14. Paragraph 14 contains legal conclusions rather than factual allegations and no answer is required, but to the extent an answer is required, Ameren Missouri denies the same.
15. Paragraph 15 contains legal conclusions rather than factual allegations and no answer is required, but to the extent an answer is required, Ameren Missouri denies the same.
16. Paragraph 16 contains legal conclusions rather than factual allegations and no answer is required, but to the extent an answer is required, Ameren Missouri denies the same.
17. Ameren Missouri denies the factual allegations contained in Paragraph 17 and states that Paragraph 17 also contains legal conclusions to which no answer is required, but to the extent an answer is required, Ameren Missouri denies the same.

COUNT II

18. Ameren Missouri incorporate its answers to Paragraphs 1-17 herein by reference.

19. Paragraph 19 contains legal conclusions rather than factual allegations and no answer is required, but to the extent an answer is required, Ameren Missouri denies the same.

20. Paragraph 20 contains legal conclusions rather than factual allegations and so no answer is required, but to the extent an answer is required, Ameren Missouri denies the same.

21. Paragraph 21 contains legal conclusions rather than factual allegations and so no answer is required, but to the extent an answer is required, Ameren Missouri denies the same.

22. Paragraph 22 contains legal conclusions rather than factual allegations and so no answer is required, but to the extent an answer is required, Ameren Missouri denies the same.

23. Ameren Missouri admits that the Commission has not entered an order specifically addressing the suspension of rebates in calendar year 2014. Ameren Missouri denies the remaining allegations contained in Paragraph 23.

24. Ameren Missouri admits that the Commission has not entered an order specifically addressing the one percent limitation in 2014, but denies all remaining allegations contained in Paragraph 24.

25. Ameren Missouri denies the allegations contained in Paragraph 25.

26. The remaining paragraphs in the Complaint consist of the relief requested by Complainants and so no admission or denial is required.

AFFIRMATIVE DEFENSES

FIRST DEFENSE

1. The Complaint fails to state a claim upon which relief may be granted.

SECOND DEFENSE

2. Ameren Missouri has performed its obligations under the Non-Unanimous Stipulation and Agreement filed in File No. ET-2014-0085 on November 8, 2013, and it is in

compliance with the Commission's *Order Approving Stipulation And Agreement* issued on November 13, 2013 and effective on November 23, 2013 in the same file.

THIRD DEFENSE

3. The Complaint is a collateral attack upon the Commission's *Order Approving Stipulation And Agreement* issued on November 13, 2013 and effective on November 23, 2013 in File No. ET-2014-0085 in violation of Section 386.550, RSMo.

FOURTH DEFENSE

4. Ameren Missouri has performed its obligations under the statutory requirements contained in Renewable Energy Standard contained in Sections 393.1020-1045, RSMo.

FIFTH DEFENSE

5. Ameren Missouri has performed its obligations and is compliance with the Commission's Renewable Energy Standards Rule, 4 CSR 240-20.100.

SIXTH DEFENSE

6. The Complaint is a collateral attack upon the Commission's *Order Approving Tariff* issued on February 5, 2014 and effective on February 15, 2014 in File No. ET-2014-0085 in violation of Section 386.550, RSMo.

SEVENTH DEFENSE

7. The Complaint requests relief that would violate Ameren Missouri's approved tariffs.

EIGHTH DEFENSE

8. The Complaint requests relief that the Commission sanction the granting of an undue or unreasonable preference or advantage to Complainants in violation of Section 393.130(3) RSMo.

NINTH DEFENSE

9. The Complaint requests relief that the Commission sanction undue discrimination against other Ameren Missouri customers in violation of Section 386.130(2), RSMo.

TENTH DEFENSE

10. The Complaint should be dismissed since it fails to allege a “violation of any provision of law, or of any rule or order or decision of the commission” in violation of Sections 386.390 and 386.400, RSMo.

Unless affirmatively admitted herein in its responses above, Ameren Missouri denies the allegations contained in the Complaint. Additionally, Ameren Missouri reserves the right to supplement this pleading to add additional defenses and claims in connection with this Complaint.

WHEREFORE, having fully answered, Ameren Missouri requests that the Commission dismiss the Complaint.

UNION ELECTRIC COMPANY
d/b/a Ameren Missouri

By Wendy Tatro
Wendy K. Tatro, # 60261
Corporate Counsel
Thomas M. Byrne, #33340
Director & Assistant General Counsel
Ameren Missouri
One Ameren Plaza
1901 Chouteau Avenue
P.O. Box 66149 (MC 1310)
St. Louis, MO 63166-6149
(314) 554-2514
(314) 554-4014 (FAX)
AmerenMOService@ameren.com

SMITH LEWIS, LLP

/s/ James B. Lowery

James B. Lowery, #40503
Suite 200, City Centre Building
111 South Ninth Street
P.O. Box 918
Columbia, MO 65205-0918
Phone (573) 443-3141
Facsimile (573) 442-6686
lowery@smithlewis.com

**ATTORNEYS FOR UNION ELECTRIC COMPANY
d/b/a AMEREN MISSOURI**

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have this 13th day of June, 2014, served the foregoing either by electronic means, or by U. S. Mail, postage prepaid addressed to counsel for all parties of record.

Wendy Tatro