

**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.)	Case No. EC-2026-0156
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 Missouri Public Power’s¹ Verified Complaint filed in this docket on December 23, 2025, states as follows:²

1. Ameren Missouri denies the allegations of Paragraph 1.
2. Ameren Missouri denies the allegations of Paragraphs 2.
3. Ameren Missouri admits the allegations of Paragraph 3.
4. Ameren Missouri admits the allegations of Paragraph 4.
5. Ameren Missouri lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 5 and therefore denies the same.
6. Ameren Missouri lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 6 and therefore denies the same.
7. Ameren Missouri lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 7 and therefore denies the same.

¹ Collectively, the parties enumerated as the complainants in this case, also referred to herein individually as a “Complainant” or collectively as the “Complainants.”
² Numbered paragraphs 1 through 48 of this Answer correspond to numbered paragraphs 1 through 48 of the Complaint.

8. Ameren Missouri lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 8 and therefore denies the same.

9. Ameren Missouri lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 9 and therefore denies the same.

10. With respect to the allegations in Paragraph 10, Ameren Missouri admits that Complainants' counsel communicated with Ameren Missouri's counsel on December 4, 2025, and that there were additional communications prior to the Complaint's filing but denies the remaining allegations in Paragraph 10.

11. Ameren Missouri denies the allegations of Paragraph 11.

12. Ameren Missouri denies that Complaint Exhibit A is applicable or relevant to the Complaint and admits that Exhibit A is an accurate copy of Tariff Sheet No. 102 as of the issuance date shown on Exhibit A but denies the remaining allegations in Paragraph 12.

13. Ameren Missouri admits that the quoted material (without emphasis) appears in Complaint Exhibit A but denies the remaining allegations of Paragraph 13.

14. Ameren Missouri admits that Complaint Exhibit B is an accurate copy of the order published as indicated in Paragraph 14 and that it was issued on/became effective on the dates indicated but denies the remaining allegations of Paragraph 14.

15. Ameren Missouri admits that the quoted material appears in the Commission's Report and Order issued in File No. EF-2024-0021 but denies the remaining allegations of Paragraph 15.

16. Ameren Missouri admits that the quoted material appears in the Commission's Report and Order issued in File No. EF-2024-0021 but denies the remaining allegations of Paragraph 16.

17. Ameren Missouri admits that the quoted material appears in the Commission's Report and Order issued in File No. EF-2024-0021 but denies the remaining allegations of Paragraph 17.

18. Ameren Missouri admits that the quoted material appears in the Commission's Report and Order issued in File No. EF-2024-0021 but denies the remaining allegations of Paragraph 18.

19. Ameren Missouri admits that the quoted material appears in the Commission's Report and Order issued in File No. EF-2024-0021 but denies the remaining allegations of Paragraph 19.

20. Ameren Missouri admits the allegations of Paragraph 20.

21. Ameren Missouri admits the allegations of Paragraph 21.

22. Ameren Missouri admits that the quoted material appears in the Commission's Report and Order issued in File No. EF-2024-0021 but denies the remaining allegations of Paragraph 22.

23. Ameren Missouri admits that the quoted material appears in the Commission's Report and Order issued in File No. EF-2024-0021 but denies the remaining allegations of Paragraph 23.

24. Ameren Missouri admits that the quoted material appears in the Commission's Report and Order issued in File No. EF-2024-0021 but denies the remaining allegations of Paragraph 24.

25. Ameren Missouri admits that the quoted material appears in the Commission's Report and Order issued in File No. EF-2024-0021 but denies the remaining allegations of Paragraph 25.

26. Ameren Missouri admits that the quoted material appears in the Commission's Report and Order issued in File No. EF-2024-0021 but denies the remaining allegations of Paragraph 26.

27. Ameren Missouri admits that the quoted material appears in the Commission's Report and Order issued in File No. EF-2024-0021 but denies the remaining allegations of Paragraph 27.

28. Ameren Missouri admits that the quoted material appears in the Commission's Report and Order issued in File No. EF-2024-0021 but denies the remaining allegations of Paragraph 28.

29. Ameren Missouri admits that there are two Local Balancing Authorities in MISO Zone 5 but denies the remaining allegations of Paragraph 29.

30. Ameren Missouri denies the allegations of Paragraph 30.

31. Ameren Missouri denies the allegations of Paragraph 31.

32. With respect to Paragraph 32, Ameren Missouri denies that there were capacity shortages but admits that there was a MISO Zone 5 Local Clearing Requirement deficiency in the Fall Season in the cited Planning Year by the megawatts listed and denies any other allegations in Paragraph 32 not specifically admitted herein.

33. Ameren Missouri denies the allegations of Paragraph 33.

34. With respect to Paragraph 34, Ameren Missouri denies that there were capacity shortages but admits that there as a MISO Zone 5 Local Clearing Requirement deficiency in the Spring Season in the cited Planning Year by the megawatts listed and denies any other allegations in Paragraph 34 not specifically admitted herein.

35. Ameren denies the allegations of Paragraph 35.

36. With respect to Paragraph 36, Ameren Missouri denies that there were capacity shortages but admits that MISO Zone 5 clearing prices in the seasons indicated equaled the prices stated.

37. Ameren Missouri admits the allegations of Paragraph 37.

38. With respect to Paragraph 38, Ameren Missouri denies that there was a capacity shortage but admits that there was a MISO Zone 5 Local Clearing Requirement deficiency in the Fall Season but lacks knowledge or information sufficient to form a belief as to the truth or falsity of the hypothetical posed and the remaining allegations in Paragraph 38 and therefore denies the same.

39. With respect to Paragraph 39, Ameren Missouri denies that there was a capacity shortage but admits that there was a MISO Zone 5 Local Clearing Requirement deficiency in the Spring Season but lacks knowledge or information sufficient to form a belief as to the truth or falsity of the hypothetical posed and the remaining allegations in Paragraph 39 and therefore denies the same.

40. Ameren Missouri lacks knowledge or information sufficient to form a belief as to the truth or falsity of the hypothetical posed and the remaining allegations in Paragraph 40 and therefore denies the same.

41. Ameren Missouri denies the allegations of Paragraph 41.

42. Ameren Missouri denies the allegations of Paragraph 42.

43. Ameren Missouri denies the allegations of Paragraph 43.

44. Ameren Missouri denies the allegations of Paragraph 44.

45. Ameren Missouri denies the allegations of Paragraph 45.

46. Ameren Missouri denies the allegations of Paragraph 46.

47. With respect to Paragraph 47, Ameren Missouri lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations in Paragraph 47 and therefore denies the same.

48. With respect to Paragraph 48, Ameren Missouri states that said allegations call for a legal conclusion and otherwise that it lacks sufficient knowledge or information to form a belief as to the truth or falsity of the allegations and therefore denies the same, and states further, as indicated in its affirmative defenses below, the Commission lacks jurisdiction or authority to award damages.

49. For its response to Complainants' Motion for Expedited Treatment, Ameren Missouri states as follows:

1. That Ameren Missouri is entitled to Due Process under the statutes and rules governing complaints filed under Section 386.390, including to avail itself of all lawful means of litigating the Complaint's allegations, to engage in discovery, to a proper hearing and other processes applicable to contested cases;
2. That Complainant's Motion For Expedited Treatment fails to comply with 20 CSR 4240-2.080(14) in that it fails on its face to demonstrate that the "collateral negative consequences" alleged would occur if the Complaint is not disposed of by June 30, 2026, and fails to provide any factual basis to meet the rule's requirement to show that the Complaint was filed as soon as it could have been and, with respect thereto, further states that based on the Complaint's allegations, the claimed damages occurred as far back as Spring 2025 yet the Complaint was not filed until December 2025;

3. That Complainant's requests related to retaliatory measures and preservation of evidence are moot, given Ameren Missouri's Response to Commission Order of December 23, 2025, and the Commission's *Order Denying Preservation Order and Directing Ameren Missouri to Take no Retaliatory Actions*.

50. For its response to Complainants' Prayer for Relief, Ameren Missouri states as follows:³

1. Ameren Missouri incorporates by reference Paragraph 49.3 of this Answer;
2. Ameren Missouri states that this prayer is moot as the intervention period in this case is closed;
3. Ameren Missouri incorporates by reference Paragraph 49.3 of this Answer;
4. Ameren Missouri states that this prayer requires no response;
5. Ameren Missouri states that this prayer misstates and mischaracterizes the terms and effect of the tariff cited in the Complaint and that even if the allegations of the Complaint were true, Complainants would not be entitled to a finding that Ameren Missouri violated said tariff;
6. Ameren Missouri states that this prayer misstates and mischaracterizes the terms and effect of the cited order and that even if the allegations of the Complaint were true, Complainants would not be entitled to a finding that Ameren Missouri violated said order;
7. Ameren Missouri states that the Commission is without jurisdiction or authority to make the requested finding;

³ The below numbered paragraphs correspond to numbered paragraphs (1) through (9) of the Complaint's prayer for relief.

8. Ameren Missouri states that the Commission is without jurisdiction or authority to make the requested finding; and
9. Ameren Missouri states that the Commission may only order relief within its jurisdiction and authority.

AFFIRMATIVE DEFENSES

FIRST DEFENSE

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

SECOND DEFENSE

The Commission lacks jurisdiction or authority to make the causation determinations sought by the Complaint.

THIRD DEFENSE

The Commission lacks jurisdiction or authority to make damage determinations or otherwise award damages or order pecuniary relief.

FOURTH DEFENSE

The Complainant misstates and mischaracterizes Tariff attached to the Complaint as Exhibit B and therefore said Tariff provides no basis for the relief sought.

FIFTH DEFENSE

The Complainant misstates and mischaracterizes Order attached to the Complaint as Exhibit B and therefore said Order provides no basis for the relief sought.

SIXTH DEFENSE

The Complaint seeks relief that is entirely outside the jurisdiction and authority of the Commission and is instead solely within the jurisdiction of the Federal Energy Regulatory Commission under the Federal Power Act.

SEVENTH DEFENSE

Complainants lack standing to bring and maintain the Complaint.

EIGHTH DEFENSE

The Complaint is time-barred.

NINTH DEFENSE

Complainants are estopped from seeking relief, and have waived a claim to seek relief, based on the Rush Island Energy Center's retirement.

TENTH DEFENSE

Complainants are not entitled to relief due to their failure to take steps available to them to mitigate or eliminate any impacts from the retirement of the Rush Island Energy Center.

WHEREFORE, having fully answered, Ameren Missouri, as more fully set forth in its Motion to Dismiss filed in this case concurrently herewith, requests that the Commission dismiss the Complaint with prejudice.

Respectfully Submitted,

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

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 13th day of February, 2026.

/s/ James B. Lowery
James B. Lowery