

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

In the Matter of Noranda Aluminum, Inc.'s Request)
For Revisions to Union Electric Company d/b/a) File No. EC-2014-0224
Ameren Missouri's Large Transmission Service)
Tariff to Decrease its Rate for Electric Service.)

ANSWER

COMES NOW Union Electric Company, d/b/a Ameren Missouri (the “Company” or “Ameren Missouri”), and for its answer to Noranda et al.’s¹ Complaint filed in this case (the “Complaint”), states as follows:

With respect to that portion of the Complaint appearing before numbered paragraph 1, Ameren Missouri states that to the extent said portion of the Complaint contains legal conclusions rather than factual allegations, no answer is required, but to the extent an answer is required, Ameren Missouri denies the same.

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

1. Ameren Missouri admits the allegations of the second, third and fifth sentences of Paragraph 1, and admits the allegations in that portion of the fourth sentence up to the comma. Ameren Missouri is without knowledge or information sufficient to form a belief with respect to the truth or falsity of the remaining allegations in Paragraph 1 and therefore denies the same.

2. Ameren Missouri admits that the names and purported signatures of 37 individual complainants who are customers of Ameren Missouri are attached to the Complaint, but is without knowledge or information sufficient to form a belief regarding the truth or falsity of the remaining allegations of Paragraph 2 and therefore denies the same.

¹ Joining Noranda as complainants were 37 Ameren Missouri residential customers who, according to Noranda, can be “contacted through” Noranda’s attorneys. Complaint, ¶ 2. For simplicity we will collectively refer to complainants as “Noranda et al.”

3. Ameren Missouri admits the allegations of Paragraph 3.
4. Paragraph 4 states legal conclusions rather than factual allegations and, as such, no answer is required, but to the extent that an answer is required, Ameren Missouri denies the same.
5. Paragraph 5 consists of quotations of a statute, which speaks for itself.
6. Paragraph 6 consists of quotations of a statute, which speaks for itself.
7. Paragraph 7 consists of quotations of a statute, which speaks for itself.
8. Paragraph 8 consists of quotations of a rule, which speaks for itself.
9. Ameren Missouri admits the allegations of the first sentence of Paragraph 9. To the extent Paragraph 9 states legal conclusions rather than factual allegations no answer thereto is required, but to the extent that an answer is required, Ameren Missouri denies the same. With respect to any other allegations in Paragraph 9 Ameren Missouri is without knowledge or information sufficient to form a belief as to the truth or falsity of said allegations and therefore denies the same.
10. Ameren Missouri admits that the names and purported signatures of 37 individual complainants who are customers of Ameren Missouri are attached to the Complaint, but denies the remaining allegations of Paragraph 10.
11. Ameren Missouri admits that two days before the Complaint was filed counsel for Noranda contacted Ameren Missouri's counsel and a Noranda representative contacted an Ameren Missouri representative about the fact that a complaint would be filed seeking a lower rate for Noranda, but Ameren Missouri denies the remaining allegations of Paragraph 11.
12. Ameren Missouri admits the allegations of the first and second sentences of Paragraph 12. Ameren Missouri admits that the aluminum manufacturing process is energy intensive. Ameren Missouri is without knowledge or information sufficient to form a belief

regarding the truth or falsity of the remaining allegations of Paragraph 12 and therefore denies the same.

13. Ameren Missouri admits that the allegations of the second, fourth, fifth and sixth sentences in Paragraph 13 are approximately correct. Ameren Missouri is without knowledge or information sufficient to form a belief about the truth or falsity of the first sentence of Paragraph 13 and about that part of the third sentence in Paragraph 13 up to the first comma, and therefore denies the same, but admits the remaining allegations of the third sentence in Paragraph 13.

14. Ameren Missouri is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of Paragraph 14 and therefore denies the same.

15. Ameren Missouri is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of Paragraph 15 and therefore denies the same.

16. Ameren Missouri is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of Paragraph 16 and therefore denies the same.

17. Ameren Missouri is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of Paragraph 17 and therefore denies the same.

18. Ameren Missouri is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of Paragraph 18 and therefore denies the same.

19. Ameren Missouri is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of Paragraph 19 and therefore denies the same, and also states that Paragraph 19 contains legal conclusions to which no answer is required.

20. Ameren Missouri admits that the persons listed submitted testimony in this docket, but denies the remaining allegations of Paragraph 20.

21. Ameren Missouri states that Paragraph 21 contains legal conclusions to which no answer is required, but to the extent an answer is required, Ameren Missouri denies the allegations of Paragraph 21.

22. In answer to Paragraph 22, Ameren Missouri admits that the Complaint requests expedited treatment, but denies that the Complaint alleges or establishes facts or circumstances that warrant expedited treatment. Ameren Missouri states that Paragraph 22 contains legal conclusions to which no answer is required, and further states that Ameren Missouri denies each and every allegation of Paragraph 22 except as specifically admitted herein.

23. In answer to Paragraph 23 and all of its subparts, Ameren Missouri admits that the Complaint contains a suggested schedule but denies that the Complaint alleges or establishes facts or circumstances that warrant expedited treatment and specifically denies that said dates and schedule are reasonable. For its further answer to Paragraph 23 Ameren Missouri incorporates herein by reference its answer and objection to the Complaint's request for expedited treatment contained in Ameren Missouri's March 3, 2014 Response in Opposition to Consumer Representatives' Statement.

AFFIRMATIVE DEFENSES

FIRST DEFENSE

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

SECOND DEFENSE

The Complaint cannot be sustained because the Commission lacks the power to grant the requested relief because of the prohibition against single-issue ratemaking.

THIRD DEFENSE

The Complaint cannot be sustained because the Commission lacks the power to grant the requested relief because of the prohibition against undue or unreasonable preferences or advantages,

which prohibits the Commission from sanctioning unduly, unjustly, or unreasonably discriminatory rates.

FOURTH DEFENSE

The Complaint cannot be sustained because the Commission lacks the power to disregard Noranda's contractual obligations to Ameren Missouri under its December 14, 2004 contract with Ameren Missouri.

FIFTH DEFENSE

The Complaint is an unlawful collateral attack on the Commission's order approving Ameren Missouri's current rates and on Ameren Missouri's current and lawfully in effect rate tariffs because it fails to allege a substantial change in circumstances and also fails to allege any violation of any existing order, rule, or tariff.

SIXTH DEFENSE

The Commission lacks the statutory authority to grant Noranda a special rate in order to support Noranda's private business interests or to otherwise promote economic development or business retention in Southeast Missouri or elsewhere because such a rate would not be based upon differences in the service rendered by the Company to Noranda as compared to the service rendered by the Company to its other customers.

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.

UNION ELECTRIC COMPANY
d/b/a Ameren Missouri

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have this 17th day of March, 2014, served the foregoing either by electronic means, or by U. S. Mail, postage prepaid addressed to counsel for all parties of record.

James B. Lowery

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