

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

SIERRA CLUB,)
)
Complainant,) PCB 2014-134
) (Enforcement-Air)
v.)
)
AMEREN ENERGY MEDINA VALLEY) NOTICE OF FILING
COGEN, LLC)
)
and)
)
FUTUREGEN INDUSTRIAL ALLIANCE INC.,)
)
Respondents.)

NOTICE OF FILING

To:

Eric M. Schwing
1100 South 5th Street
Springfield, IL 62703
T: 217-544-4440
E: eric.scwing@comcast.net

Eva Schueller
Sierra Club Environmental Law Program
85 Second St., Second Floor
San Francisco, CA 94105
T: 415-977-5637
E: eva.schueller@sierraclub.org

Kyle C. Barry
Husch Blackwell LLP
118 South Fourth Street, Unit 101
Springfield, Illinois 62701
T: 217-670-1782
E: kyle.barry@huschblackwell.com

Dale N. Johnson
Christopher D. Zentz
719 Second Avenue, Suite 1150
Seattle, WA 98104
T: 206-623-9372
E: dnj@vnf.com; cdz@vnf.com

Pollution Control Board, Attn: Clerk
100 West Randolph Street
James R. Thompson Center, Suite 11-500
Chicago, IL 60601-3218

William J. Moore, III
William J. Moore, III, P.A.
1648 Osceola Street
Jacksonville, FL 32204
T: 904-685-2172
E: wmoore@wjmlaw.net

PLEASE TAKE NOTICE that I have today filed with the Illinois Pollution Control Board **AmerenEnergy Medina Valley Cogen, LLC's Answer to Sierra Club's Complaint.**

Date: August 5, 2014



Ashley L. Thompson
Schiff Hardin LLP
233 South Wacker Drive, Suite 6600
Chicago, Illinois 60606
Tel: 312-258-5500

26787-0060
CH2\15121329.1

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

SIERRA CLUB,)
)
 Complainant,) PCB 2014-134
) (Enforcement-Air)
 v.)
)
 AMEREN ENERGY MEDINA VALLEY)
 COGEN, LLC)
)
 and)
)
 FUTUREGEN INDUSTRIAL ALLIANCE INC.,)
)
 Respondents.)

**AMEREN ENERGY MEDINA VALLEY COGEN, LLC'S
ANSWER TO SIERRA CLUB'S COMPLAINT**

Defendant AmerenEnergy Medina Valley Cogen, LLC states as its Answer to each Paragraph of Plaintiff Sierra Club's Complaint as follows:

1. Paragraph 1 is a characterization of Sierra Club's claim to which no response is required. To the extent that a response is required, while AmerenEnergy Medina Valley Cogen, LLC ("Ameren") admits that Sierra Club has filed a "citizen enforcement suit" under Section 31(d) of the Illinois Environmental Protection Act, 415 ILCS 5/31(d); 415 ILCS 5/9.1(d), Ameren denies that Sierra Club is entitled to the relief it has requested.

2. Paragraph 2 is a summary of Sierra Club's requested relief to which no response is required. To the extent that a response is required, while Ameren admits that Sierra Club seeks an order from the Board, Ameren admits that it has secured from the Illinois Environmental Protection Agency – Bureau of Air all applicable permits required by the CAA and/or Illinois' State Implementation Plan (SIP) and/or other state regulatory requirements.

3. Denied.

4. Paragraph 4 summarizes various statutes and regulations and consists largely of legal conclusions. No response is required to allegations like these. To the extent any response is required, Paragraph 4 is denied to the extent any of these allegations are inconsistent with the sources from which they originate.

5. Denied.

6. Denied.

PARTIES

7. Ameren admits the first and second sentences of Paragraph 7. Ameren is without knowledge or information sufficient to form a belief as to the truth of the remainder of the allegations of Paragraph 7; the remaining allegations are accordingly denied.

8. The allegations set forth in Paragraph 8 constitute a legal conclusion to which no response is required. To the extent a response is required, this paragraph is denied.

9. Ameren admits the first sentence of Paragraph 9. Ameren further admits that it is a direct, wholly owned subsidiary of Ameren Corporation, an investor-owned, publicly traded company. Ameren denies the remaining allegations in Paragraph 9.

10. Admitted.

11. Ameren is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the first two sentences of Paragraph 11. They are therefore denied. All remaining allegations in this paragraph are denied.

12. Denied.

13. Denied.

14. Denied.

15. Denied.

GENERAL ALLEGATIONS

16. Paragraph 16 sets forth a legal conclusion to which no response is required.

Because the allegations in Paragraph 16 consist solely of a re-characterization of the CAA, this Paragraph is denied.

17. Paragraph 17 sets forth a legal conclusion to which no response is required.

Because the allegations in Paragraph 17 consist solely of a re-characterization of the CAA, this Paragraph is denied.

18. Ameren admits that it has received a state-issued permit from IEPA to construct Boiler 7 and related ancillary and pollution control equipment at the Meredosia facility. All remaining allegations in this Paragraph are denied.

19. Paragraph 19 sets forth a legal conclusion to which no response is required. To the extent a response is required, Paragraph 19 is admitted.

20. Paragraph 20 summarizes various statutes and regulations and consists largely of legal conclusions. No response is required to allegations like these. To the extent any response is required, Paragraph 20 is denied to the extent any of these allegations are inconsistent with the sources from which they originate.

21. Paragraph 21 summarizes various statutes and regulations and consists largely of legal conclusions. No response is required to allegations like these. To the extent any response is required, Paragraph 21 is denied to the extent any of these allegations are incomplete and/or inconsistent with the sources from which they originate.

22. Paragraph 22 summarizes various statutes and regulations and consists largely of legal conclusions. No response is required to allegations like these. To the extent any response

is required, Paragraph 22 is denied to the extent any of these allegations are incomplete and/or inconsistent with the sources from which they originate.

23. Paragraph 23 summarizes various statutes and regulations and consists largely of legal conclusions. No response is required to allegations like these. To the extent any response is required, Paragraph 23 is denied to the extent any of these allegations are incomplete and/or inconsistent with the sources from which they originate.

24. Paragraph 24 presents a legal conclusion to which no response is required. To the extent any response is required, Paragraph 24 is denied.

25. Paragraph 25 presents a legal conclusion to which no response is required. To the extent any response is required, Paragraph 25 is denied.

26. Paragraph 26 presents a legal conclusion to which no response is required. To the extent any response is required, Paragraph 26 is denied.

27. Paragraph 27 presents a legal conclusion to which no response is required. To the extent any response is required, Paragraph 27 is denied.

28. Paragraph 28 presents a legal conclusion to which no response is required. To the extent any response is required, Paragraph 28 is denied.

29. Denied. IEPA and U.S. EPA specifically found during the permitting process that Sierra Club's conclusions in this Paragraph are unwarranted.

30. Paragraph 30 summarizes part of the CAA and consists largely of legal conclusions. No response is required to allegations like this. To the extent any response is required, Paragraph 30 is denied to the extent any of these allegations are incomplete and/or inconsistent with the sources from which they originate.

31. Paragraph 31 summarizes part of the CAA and consists largely of legal conclusions. No response is required to allegations like this. To the extent any response is required, Paragraph 31 is denied to the extent any of these allegations are incomplete and/or inconsistent with the sources from which they originate.

32. Denied. Ameren specifically admits that it duly applied for and received all necessary and appropriate permits required under the CAA and/or the State Implementation Plan for the Project and that no further air permits were required. IEPA specifically found, and U.S. EPA concurred, during the permitting process that Sierra Club's conclusions in this Paragraph are unwarranted.

FIRST CLAIM

33. Ameren hereby incorporates all responses, facts and allegations set forth in paragraphs 1-32 above and in the paragraphs below as if fully set forth herein.

34. Denied.

35. Denied.

PRAYER FOR RELIEF

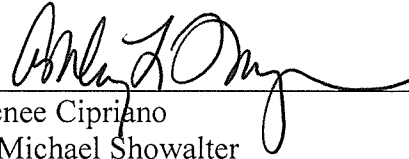
As has been further outlined here, Sierra Club is not entitled to its requested relief. Ameren incorporates all of the denials set forth above as if made here. To the extent Ameren is required to respond to each of Sierra Club's separately numbered requests for relief, each is denied.

AFFIRMATIVE DEFENSES

Based on these facts, and other such facts as may be established during discovery, Ameren asserts the following affirmative defenses upon information and belief:

1. Sierra Club's claims fail to state a claim upon which relief can be granted.

2. Sierra Club lacks standing for the claims alleged in the Complaint.
3. Sierra Club's claims are moot and/or are not ripe for adjudication.



Renee Cipriano
J. Michael Showalter
Ashley L. Thompson
Schiff Hardin LLP
233 South Wacker Drive, Suite 6600
Chicago, Illinois 60606
Tel: 312-258-5500

26787-0060
CH2\15121326.1

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

SIERRA CLUB,)
)
Complainant,) PCB 2014-134
) (Enforcement-Air)
v.)
)
AMEREN ENERGY MEDINA VALLEY) CERTIFICATE OF SERVICE
COGEN, LLC)
)
and)
)
FUTUREGEN INDUSTRIAL ALLIANCE INC.,)
)
Respondents.)

CERTIFICATE OF SERVICE

I, the undersigned attorney at law, hereby certify that on August 5, 2014, I served true and correct copies of the **AmerenEnergy Medina Valley Cogen, LLC's Answer to Sierra Club's Complaint**, upon the following by First Class U.S. Mail:

Eric M. Schwing
1100 South 5th Street
Springfield, IL 62703
T: 217-544-4440
E: eric.schwing@comcast.net

Eva Schueller
Sierra Club Environmental Law Program
85 Second St., Second Floor
San Francisco, CA 94105
T: 415-977-5637
E: eva.schueller@sierraclub.org

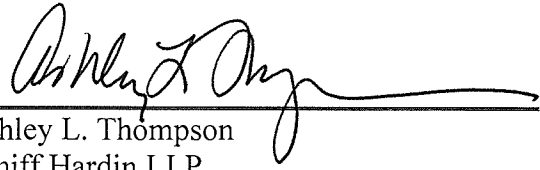
Kyle C. Barry
Husch Blackwell LLP
118 South Fourth Street, Unit 101
Springfield, Illinois 62701
T: 217-670-1782
E: kyle.barry@huschblackwell.com

Dale N. Johnson
Christopher D. Zentz
719 Second Avenue, Suite 1150
Seattle, WA 98104
T: 206-623-9372
E: dnj@vnf.com; cdz@vnf.com

Pollution Control Board, Attn: Clerk
100 West Randolph Street
James R. Thompson Center, Suite 11-500
Chicago, IL 60601-3218

William J. Moore, III
William J. Moore, III, P.A.
1648 Osceola Street
Jacksonville, FL 32204
T: 904-685-2172
E: wmoore@wjmlaw.net

Date: August 5, 2014

A handwritten signature in black ink, appearing to read "Ashley L. Thompson", written over a horizontal line.

Ashley L. Thompson
Schiff Hardin LLP
233 South Wacker Drive, Suite 6600
Chicago, Illinois 60606
Tel: 312-258-5500

26787-0060
CH2\15121463.1