

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

Timothy Boyles,	)	
	)	
Complainant,	)	
	)	
v.	)	<b><u>File No. EC-2026-0095</u></b>
	)	
Union Electric Company d/b/a Ameren	)	
Missouri,	)	
	)	
Respondent	)	

**STAFF’S POST-HEARING BRIEF**

**COMES NOW**, the Staff of the Missouri Public Service Commission (“Staff”), by and through counsel, and files its Post-Hearing Brief as follows:

**BACKGROUND**

On October 2, 2025, Complainant Timothy Boyle, on behalf of himself and his wife (together, “the Boyles”) filed a Formal Complaint with the Missouri Public Service Commission (“PSC” or “Commission”) alleging that Respondent Union Electric Company d/b/a Ameren Missouri (“Ameren”) failed to provide safe and adequate electrical service to their home before an electrical event on September 13, 2024, caused significant damage inside their home. On that date, the neutral conductor and a hot leg on the transformer outside the Boyle’s home became compromised, and an abnormal voltage entered the Boyle home and damaged their appliances and other electric equipment inside the residence. Ameren acknowledged that the neutral connection and hot leg were damaged and repaired or replaced the wiring after the incident. (Tr. 210, lines 16-19) The dispute in this case, as alleged by the Boyles / Complainants, is whether Ameren exercised the

appropriate degree of care in maintaining and inspecting its electrical distribution system before the event occurred.

The Boyles claim it was Ameren’s fault the neutral connector and hot leg became damaged, while Ameren claims they are free from negligence or fault because they could not foresee the damage occurring, and besides, their tariff shields them from any unforeseeable damages “beyond their control.” (Tr. 100, lines 18-21)

### **BURDEN OF PROOF**

Generally, the burden of proof “rests on the party asserting the affirmative of an issue,” such as a violation of law or that a particular party has engaged in unjust or unreasonable actions.<sup>1</sup> As such, the Boyles carry the initial burden of proof. There are two components of the burden of proof – the burden of producing evidence and the burden of persuasion:<sup>2</sup>

The burden of production is “a party’s duty to introduce enough evidence on an issue to have the issue decided by the fact-finder[.]” BLACK’S LAW DICTIONARY 223 (9th ed.2009). The burden of persuasion is defined as “[a] party’s duty to convince the fact-finder to view the facts in a way that favors that party.” *Id.*<sup>3</sup>

The burden of producing evidence is “simply the burden of making or meeting a prima facie case.”<sup>4</sup>

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<sup>1</sup> See, *AG Processing, Inc. v. KCP & L Greater Missouri Operations Co.*, 385 S.W.3d 511, 514 (Mo. App. WD 2012)

<sup>2</sup> *Kinzenbaw v. Director of Revenue*, 62 S.W.3d 49, 54 (Mo. banc 2001).

<sup>3</sup> *White v. Director of Revenue*, 321 S.W.3d 298, 304-305 (Mo. banc 2010).

<sup>4</sup> *McCloskey v. Kopljar*, 46 S.W.2d 557, 563 (Mo. banc 1932)

## DISCUSSION

It is well-settled law that the Commission has “plenary power to coerce a public utility corporation into a safe and adequate service,” This includes the authority to make necessary upgrades to its “facilities” and determine if that service “was safe and adequate.”<sup>5</sup> The utility owes that obligation to the customer. (Tr. 67, lines 4-15)

On the afternoon of September 13, 2024, something happened to break the neutral conductor line and hot leg providing electrical power to the Boyle’s house, causing some sort of electrical short or power surge to course through the home, causing damage to several appliances and electronic devices in the home. There are theories as to the cause of the damage, but no definitive answers or causes identified. Ameren blames it on a rogue squirrel or squirrels. (Tr. 255; lines 7-23) The Boyles do not know what to blame it on, they just know something happened. (Tr. 47, lines 1-15) They just knew their power was working normally before this happened, and that they had no issues with their wiring inside the home and no recent electric problems. (Tr. 49; lines 17-22; Tr. 50; lines 15-23)

The situation the Boyles found themselves in on the evening of September 13, 2024, was dangerous (Tr. 110, lines 23-24). It was a situation that only Ameren could take care of, in terms of fixing the broken lines and restoring the electricity in the Boyle’s home. (Tr. 104-105, lines 23-24, 1-2) That is because Ameren is the entity responsible for maintenance and inspection of the wires and neutral conductor that brings power to the

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<sup>5</sup> *Lollar v. AmerenUE*, Case No. EC-2004-0598, August 5, 2004, at pg. 2, citing *State ex rel. Missouri Southern R. Co. v. PSC*, 168 S.W. 1156, 1163 (banc 1914): Section 386.310.1, RSMo; Section 393.140(3) and (5); and *Zoltek Corp., Inc. v. Union Electric Co. d/b/a AmerenUE*, No. EC-2001-0345 (Report and Order, issued Nov. 26, 2002) at pg. 46.

home; the customers have no duty for those fixtures and equipment outside their homes. (Tr. 162; lines 12-18) They have no duty to inspect them and no duty or authority to repair or maintain them. (Tr. 162; lines 19-25) Based on Ameren's duty to provide safe electrical service, the Boyles relied on the Company to provide the safe, adequate, and reliable electrical service. (Tr. 51; lines 8-10; Tr. 163; lines 8-10)<sup>6</sup>

The question is whether Ameren fulfilled its duty? Although Staff did not take a position as to whether Ameren fulfilled its obligation to provide safe and adequate electrical service to the Boyle residence, evidence was adduced as to the degree of care applicable to the delivery of that service. The customer has no responsibility for maintaining or inspecting the electrical distribution system and equipment outside the home to make sure they are in proper working order. Only Ameren has that knowledge, skill, and expertise. Only Ameren is responsible and should be held responsible for making sure all its units and facilities are in proper working order and properly maintained. See, Section 393.140(3), RSMo.

Therefore, if properly maintained, neutral connector and hot leg failures and/or damage should not occur without something seriously wrong occurring. Mere negligence should not be the standard to apply in this case, and the Boyles should not be the ones with the burden of proving they did not cause the damage. Ameren should have the burden of proving, as their tariff states, that something beyond their reasonable control occurred to cause the damage.<sup>7</sup>

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<sup>6</sup> See also, Section 393.140(3) and (5), RSMo

<sup>7</sup> See, *Lollar v. AmerenUE*, Case No. EC-2004-0598, August 5, 2004.

The other relevant issues in this case are whether Ameren violated any statutes, rules, orders, or tariffs regarding the alleged damage that occurred to the Boyles' home, and in the way it responded to the Boyles' service call on September 13, 2024.

According to Ameren, it followed its most recently approved tariff when dealing with the Boyle's incident. (Tr. 101; lines 9-10) Specifically, the witness testified that the tariff, "sheet 105," requires Ameren to "take all reasonable effort to provide reliable service without interruption" but "cannot guarantee the service as to continuity, freedom from voltage and frequency variations." (Tr. 100; lines 13-18) As such, Ameren is "not responsible or liable from damages ... resulting from failure or imperfection of service beyond the reasonable control of the company." (Tr. 100; lines 18-21)

Furthermore, since Ameren was the only entity that could fix and restore power to the Boyle's home, they responded to the electrician's call to come out and fix the neutral conductor. (Tr. 31; lines 14-15) The power was restored in approximately one hour after Ameren's worker arrived on the scene, examined the damage, fixed the lines, and tested to make sure everything was functioning correctly. (Tr. 192; lines 1-25; Tr 193; lines 1-14)

Staff interviewed the Boyles and reviewed their Complaint. Staff verified the information provided by the Boyles. (Tr. 64; lines 10-18). After its review and investigation, Staff "could not conclude that Ameren Missouri had committed any violations of a statute, regulation, tariff, [or] commission order." (Tr. 68-69, lines 25, 1-2). As such, Ameren appears to have provided a sufficient level of care with regard to responding to the damage that was caused by an unforeseen incident.

**WHEREFORE**, Staff submits this Post-Trial Brief for the Commission’s consideration and information.

Respectfully submitted,

**/s/ Carolyn H. Kerr**  
Missouri Bar Number 45718  
Senior Staff Counsel  
Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, MO 65102  
573-751-5397 (Voice)  
573-526-6969 (Fax)  
[Carolyn.kerr@psc.mo.gov](mailto:Carolyn.kerr@psc.mo.gov)

Attorney for Staff of the  
Missouri Public Service Commission

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was served by electronic mail, or First Class United States Postal Mail, postage prepaid, on this 10th day of June, 2026, to all parties and counsel of record.

**/s/ Carolyn H. Kerr**