

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

Timothy Boyle,)	
)	
Complainant,)	
)	Case No.: EC-2026-0095
vs.)	
)	
Union Electric Company, d/b/a)	
Ameren Missouri,)	
)	
Respondent.)	

AMEREN MISSOURI'S POST-HEARING BRIEF

COMES NOW Union Electric Company d/b/a Ameren Missouri ("Ameren Missouri" or "Company"), and for its Post-Hearing Brief respectfully states as follows:

INTRODUCTION

This case concerns an electrical service event occurring on September 13, 2024, and Complainants' allegation that Ameren Missouri should be responsible for damage allegedly sustained within their residence.

The evidence presented at hearing established that the event was caused by animal damage to Ameren Missouri's lines and not by any violation of a statute, Commission rule, tariff provision, Commission order, or Commission decision. The evidence further established that Ameren Missouri received notice of the condition at approximately 9:18 p.m., dispatched personnel at approximately 9:27 p.m., arrived at approximately 9:45 p.m., and completed repairs and restored service by approximately 10:22 p.m. (Tr. p. 83, l. 22 through p. 84, l. 6).

Ameren Missouri line troubleman, Christopher Kemp, was dispatched to the Boyle residence after Ameren Missouri received notice of a service issue. Upon arrival, Mr. Kemp

personally inspected the lines, identified a damaged neutral line and damaged hot leg, and repaired both. Mr. Kemp testified that he observed chew marks and other evidence of animal activity on the damaged lines and concluded that the condition was caused by a squirrel. (Tr. p. 182, ll. 6-10).

Because Complainants failed to prove that Ameren Missouri violated any statute, Commission rule, tariff provision, Commission order, or Commission decision, the Complaint should be denied.

AMEREN MISSOURI'S ARGUMENT

There were three issues for determination in this matter. The evidence presented at hearing establishes that each should be resolved in favor of Ameren Missouri.

I. AMEREN MISSOURI DID NOT VIOLATE ANY STATUTE, REGULATION, TARIFF, OR COMMISSION ORDER WITH REGARD TO THE ALLEGED DAMAGE THAT OCCURRED TO THE BOYLES' HOME ON SEPTEMBER 13, 2024.

A. Complainants Failed to Meet Their Burden of Proof.

Section 386.390, RSMo., authorizes complaints alleging that a public utility has violated a statute, Commission rule, tariff provision, Commission order, or Commission decision. The burden of proof rests with the Complainants.¹ At the outset of the hearing, Judge Seyer expressly advised Mr. Boyle that, as the Complainant, he bore the burden of proving that Ameren Missouri violated a tariff, statute, rule, order, or decision of the Commission. (Tr. p. 5, ll. 5-8).

The fundamental deficiency in Complainants' case is the complete absence of proof of any such violation. Mr. and Mrs. Boyle presented testimony concerning damaged appliances,

¹ *State ex rel. GS Technologies Operating Co., Inc. v. Pub. Serv. Comm'n of State of Mo.*, 116 S.W.3d 680, 693 (Mo. App. 2003)

replacement costs, electrician expenses, and inconvenience. However, no witness identified a statute, a Commission rule, a tariff provision, a Commission order or Commission decision violated by Ameren Missouri.

Instead, Complainants' case was based largely upon their belief that the service event must have resulted from neglected or improperly maintained utility lines. In his opening statement, Mr. Boyle asserted that the event was caused by "neglected infrastructure" and alleged that Ameren Missouri failed to maintain its equipment. (Tr. p. 13, ll. 6-20). However, no evidence was presented to support those allegations. Neither Mr. nor Mrs. Boyle offered evidence establishing that Ameren Missouri failed to properly inspect, maintain, repair, or replace any portion of its electrical distribution system.

The evidence instead demonstrated that the Boyles first noticed electrical issues in their home around midday on September 13, 2024. (Tr. p. 24, l. 3 through p. 25, l. 1). Although they testified that they attempted to contact Ameren Missouri, they did not successfully report the condition to the Company. Rather, they contacted an electrician, several hours after the issues began in their home, who diagnosed a broken neutral conductor and reported the condition to Ameren Missouri. Following that report, Ameren Missouri immediately dispatched personnel and completed repairs within approximately one hour. (Tr. p. 83, l. 22 through p. 84 l. 6). Ms. Boyle acknowledged that Ameren Missouri arrived promptly once the electrician contacted the Company.

I'm not going to deny, once Ameren was contacted they did come out right away. (Tr. p. 35 ll. 13-14).

Equally important, Complainants failed to identify any provision of Ameren Missouri's Commission-approved tariff that was violated. Throughout the hearing, the Boyles challenged the fairness of Ameren Missouri's reliance upon its Continuity of Service tariff and expressed disagreement with the tariff's limitation-of-liability provisions. The record contains no evidence that Ameren Missouri failed to comply with any tariff requirement. To the contrary, the evidence established that Ameren Missouri responded promptly after receiving notice of the condition, dispatched personnel within minutes, repaired the damaged lines, and restored service within approximately one hour. (Tr. p. 83, l. 22 through p. 84 l. 6).

Ameren Missouri's applicable tariff rule states:

MO P.S.C. No. 6, Original Sheet 105, General Rules and Regulations,
I. General Provisions, J. Continuity of Service:

Company will make all reasonable efforts to provide the service requested on an adequate and continuous basis, but will not be liable for service interruptions, deficiencies or imperfections which result from conditions which are beyond the reasonable control of the Company. The Company cannot guarantee the service as to continuity, freedom from voltage and frequency variations, reversal of phase rotation or single phasing. The Company will not be responsible or liable for damages to customer's apparatus resulting from failure or imperfection of service beyond the reasonable control of the Company. In cases where such failure or imperfection of service might damage customer's apparatus, customer should install suitable protective equipment.

Under the Company's Commission-approved tariff, Ameren Missouri is not liable for damages resulting from service interruptions or imperfections caused by conditions beyond its reasonable control. The Company's tariff expressly provides that it does not guarantee uninterrupted or perfect service and is not liable for damages resulting from such imperfections when they are outside its control. Equipment failures, including a broken neutral line or broken hot leg, can occur despite the exercise of reasonable care and do not constitute a violation of any

applicable legal or regulatory standard. As noted below, the evidence showed that the damage was caused by a squirrel. The evidence also showed that Ameren Missouri was in compliance with all company line inspection requirements.

Complainant did not establish any violation of a statute, tariff, or Commission rule, as required under Missouri law nor have they proven that Ameren Missouri did not exercise reasonable care in maintaining its equipment or in the repair of the broken neutral line and hot leg in question. Accordingly, Complainants failed to satisfy the threshold requirement imposed by Section 386.390 RSMo.

B. The Physical Evidence Establishes That the Damage Was Caused by Animal Activity.

The strongest evidence concerning causation came from Ameren Missouri witness Christopher Kemp, the line troubleman who personally inspected and repaired the damaged lines. Mr. Kemp has over 25 years of experience as a troubleman. He testified that he has handled several hundred if not close to a thousand customer service field calls. (Tr. p. 183, l. 22 through p. 184 l. 1).

Mr. Kemp testified that he responded to the Boyle residence after receiving a report of a broken neutral conductor. Upon arrival, he observed a damaged neutral conductor and determined that a hot leg had also been damaged.

Upon approaching the scene I saw approximately not quite in the center of the road but probably -- estimation roughly ten foot from our pole toward the center of the road two silver wires hanging down. And again, on approach I knew by my notes and I was expecting a broken neutral. (Tr. p. 188, ll. 20-25).

Mr. Kemp conducted tests and determined that a hot leg was also broken. He repaired both lines and restored normal service.

Mr. Kemp was the only witness who physically examined the damaged lines. He testified that he observed chew marks and other evidence of animal activity on both the neutral line and the hot leg. He removed approximately two feet of damaged conductor and replaced it during the repair process.

I went up there and cut out the -- approximately a two foot section of -- a portion of it had been nibbled and just mangled up. It had been chewed on by something, we'll leave it at that. And chewed in two. So I cut the bad section out and used our standard protocol by sleeving in a piece of appropriate sized wiring or matched size wire with two compression sleeves. (Tr. p. 192, ll. 3-5).

Based upon his observations and more than twenty years of utility experience, Mr. Kemp concluded that the damage was caused by a squirrel.

Complainants presented no expert testimony contradicting Mr. Kemp's observations and conclusions. The evidence therefore established that the September 13, 2024, service event resulted from squirrel damage and not from any failure by Ameren Missouri to inspect, maintain, or operate its lines.

C. Ameren Missouri Maintained and Followed a Reasonable Inspection Program and the Evidence Establishes the Damage Occurred After Inspection.

The existence of damaged lines on September 13, 2024, does not establish that Ameren Missouri's inspection program was deficient or that Ameren Missouri failed to maintain its lines. To the contrary, the evidence established that Ameren Missouri maintains a comprehensive and documented inspection program for its lines and the lines serving the Boyle residence were inspected in accordance with that program within months before the incident at issue.

Ameren Witness Michael Ponder testified that he serves as a Contractor Services Supervisor for Ameren Missouri and is responsible for overseeing contractors who perform inspections of Ameren Missouri's lines throughout the State of Missouri. (Tr. p. 144, ll. 1-11). Mr. Ponder explained that Ameren Missouri utilizes a Circuit and Device Inspection System ("CDIS") program to systematically inspect its lines and identify conditions requiring maintenance or repair. (Tr. p. 144, ll. 1-11).

Mr. Ponder testified that Ameren Missouri conducts two primary forms of inspections. First, Ameren Missouri performs drone-based visual inspections of its lines. Urban circuits are inspected on a four-year cycle, and rural circuits are inspected on a six-year cycle. (Tr. p. 144, l. 19 through p. 145, l. 3). During these inspections, drones capture detailed photographs of poles, conductors, transformers, insulators, connectors, lines and other distribution equipment. Those photographs are reviewed using established inspection criteria to identify conditions requiring corrective action. (Tr. p. 145, ll. 4-15).

Second, Ameren Missouri conducts intrusive ground-line inspections on a twelve-year cycle. These inspections involve physically examining utility poles, sounding poles with a hammer, drilling poles to identify internal deterioration, inspecting below grade, and evaluating the overall condition of the facilities. (Tr. p. 147, l. 16 through p. 148, l. 6).

Mr. Ponder testified that Ameren Missouri's inspection criteria are documented and provided to inspection contractors and that the Company's inspection cadence is documented with the Missouri Public Service Commission and is consistent with industry standards. (Tr. p. 148, ll. 3-15).

Most importantly, Ponder testified that the lines serving the Boyle residence were inspected a few months before the September 13, 2024 incident. Specifically, a drone inspection of the line serving the Boyle residence was completed in April 2024, approximately five months before the event at issue. (Tr. p. 151, ll. 1-15). The photographs generated during that inspection were reviewed pursuant to Ameren Missouri's standard inspection process and no repair or replacement conditions were identified. (Tr. p. 151 l. 23 through p. 152, l. 6).

Mr. Ponder reviewed the inspection photographs admitted into evidence and testified that everything visible in those photographs appeared to be in good working order and that no visible damage or condition requiring corrective action was present. (Tr. p. 159, l. 9-24). Mr. Ponder testified that if a broken line had existed at the time of the April 2024 inspection, it would have been identified during the inspection process and treated as an emergency condition requiring immediate corrective action. (Tr. p. 161, l. 4-14). He further explained that emergency conditions identified during inspections are immediately communicated to the appropriate operating district so repairs can be made as quickly as possible. (Tr. p. 161, l. 4-14).

Mr. Kemp reviewed the same inspection photographs and likewise testified that if the damaged conductor had existed at the time of the April 2024 inspection, it would have been visible in the photographs. Mr. Kemp further testified that squirrel damage can occur at any time and that a line could be inspected and found to be in good condition only to be damaged by animal activity shortly thereafter.

The combined testimony of Mr. Ponder and Mr. Kemp establishes that the condition observed on September 13, 2024, did not exist during the April 2024 inspection and instead occurred sometime after that inspection was completed. The evidence demonstrates both that

Ameren Missouri followed its inspection procedures and that the damage occurred after the facilities had been inspected.

Complainants presented no evidence demonstrating that Ameren Missouri failed to perform required inspections, failed to follow its inspection procedures, ignored a condition requiring repair, or maintained an inspection program that was inconsistent with industry standards. Likewise, Complainants presented no expert testimony criticizing Ameren Missouri's inspection practices.

To the contrary, the unrebutted evidence established that Ameren Missouri maintained a documented inspection program, inspected the lines serving the Boyle residence pursuant to that program, found no condition requiring repair, and had no reason to know that animal damage would later occur. This evidence directly refutes Complainants' theory that Ameren Missouri should have discovered and repaired the condition before it occurred.

D. Ameren Missouri's Commission-Approved Tariff Supports Dismissal of the Complaint.

Ameren Missouri's Continuity of Service tariff provides that the Company will make all reasonable efforts to provide adequate and continuous service but "will not be liable for service interruptions, deficiencies or imperfections which result from conditions which are beyond the reasonable control of the Company." The tariff further provides that the Company cannot guarantee uninterrupted service and that customers should install suitable protective equipment where service imperfections may damage customer equipment.

Ms. Krcmar testified regarding this tariff provision and explained that interruptions and imperfections in service may occur despite the exercise of reasonable care and that Ameren

Missouri is not responsible for damages resulting from conditions beyond the Company's reasonable control. (Tr. p. 100, ll. 8-25).

The evidence established that the event at issue was caused by squirrel damage to the Company's lines and therefore falls squarely within the protections afforded by Ameren Missouri's Commission-approved tariff.

The evidence further established that the Boyles subsequently installed whole-home surge protection and that such equipment could have prevented or mitigated the damages claimed in this matter.

II. AMEREN MISSOURI DID NOT VIOLATE ANY STATUTE, REGULATION, TARIFF, OR COMMISSION ORDER WITH REGARD TO ITS RESPONSE TO THE SEPTEMBER 13, 2024 INCIDENT.

A. Ameren Missouri Received No Prior Notice of the Condition.

The evidence established that Ameren Missouri had no notice of any fluctuating voltage, or service issue before the evening of September 13, 2024.

Ms. Krcmar testified that Ameren Missouri first received notice of the issue at approximately 9:18 p.m. on September 13, 2024, when electrician Robert Coonce reported a partial outage and advised that there was a broken neutral conductor serving the residence. (Tr. p. 83, l. 22 through p. 84, l. 6). Ms. Krcmar further testified that Ameren Missouri's first direct contact with either Timothy Boyle or Mimi Boyle occurred after repairs had already been completed. (Tr. p. 88 ll. 4-7).

Thus, the record establishes that Ameren Missouri did not ignore prior complaints because none were received.

B. Ameren Missouri Responded Promptly and Reasonably.

Ameren Missouri's records and the testimony of both Ms. Krcmar and Mr. Kemp establish a precise timeline.

- A service order was dispatched at approximately 9:27 p.m.
- Kemp arrived at approximately 9:45 p.m.
- Repairs to both the damaged neutral conductor and damaged hot leg were completed at approximately 10:22 p.m and service was restored at that time. (Tr. p. 83, l. 22 through p. 84, l. 6).

These facts demonstrate that Ameren Missouri responded promptly upon receiving notice, took appropriate corrective action, and restored service efficiently and safely.

C. The Record Contains No Evidence That Ameren Missouri Failed to Act Reasonably.

There is no evidence that Ameren Missouri delayed its response, ignored a reported condition, failed to dispatch personnel, or failed to restore service in a timely manner. To the contrary, the undisputed evidence establishes that Ameren Missouri responded within minutes after receiving notice and restored service within approximately one hour.

Accordingly, Complainants failed to prove any violation arising out of Ameren Missouri's response to the September 13, 2024 incident.

III. EVEN IF THE COMMISSION WERE TO FIND A VIOLATION, WHICH AMEREN MISSOURI EXPRESSLY DENIES, NO RELIEF IS APPROPRIATE.

A. The Commission Lacks Jurisdiction to Award the Relief Requested.

The principal relief sought by Complainants is reimbursement for damaged appliances, equipment, electrician expenses, and related losses. Judge Seyer expressly advised Complainants

that the Commission lacks authority to award damages or adjudicate negligence claims and that such claims belong in circuit court. (Tr., p 9, ll. 7-15). Even assuming all alleged damages occurred, the Commission lacks jurisdiction to award the primary relief sought by Complainants.

B. The Relief Sought by Complainants Is Not Available Before the Commission and Is Independently Barred by Ameren Missouri's Tariff.

Even if the Commission were to determine that some actionable conduct occurred, which Ameren Missouri expressly denies, the Company's tariff independently limits liability for service interruptions and imperfections resulting from conditions beyond the Company's reasonable control.

The evidence established that the event was caused by squirrel damage and therefore falls within the tariff's limitation of liability. Additionally, the tariff specifically advises customers to install suitable protective equipment to protect their own equipment from such occurrences. The principal relief sought by Complainants is reimbursement for damaged appliances, electrical equipment, electrician expenses, and other alleged property losses resulting from the September 13, 2024, service event. However, the Missouri Public Service Commission is a creature of statute and possesses only those powers granted by the legislature. The Commission's authority in a complaint proceeding under Section 386.390, RSMo., is limited to determining whether a public utility has violated a statute, Commission rule, tariff provision, Commission order, or Commission decision. The Commission does not possess general jurisdiction to award tort damages or adjudicate negligence claims.

At the outset of the hearing, Judge Seyer expressly advised Complainants that the Commission lacks authority to award damages and that claims seeking compensation for property

damage belong in circuit court. (Tr. p. 9, ll. 7-15). Despite that instruction, the primary relief requested by Complainants throughout this proceeding has been reimbursement for damaged appliances, electrical equipment, and related expenses.

Accordingly, even assuming that all of the damages alleged by Complainants occurred, the Commission lacks jurisdiction to award the principal relief requested.

Moreover, even if the Commission were to determine that some actionable conduct occurred, which Ameren Missouri expressly denies, Ameren Missouri's Commission-approved tariff independently precludes recovery. The Company's Continuity of Service tariff provides that Ameren Missouri will make all reasonable efforts to provide adequate and continuous service but "will not be liable for service interruptions, deficiencies or imperfections which result from conditions which are beyond the reasonable control of the Company." The tariff further provides that the Company does not guarantee uninterrupted service and is not responsible for damages resulting from failures or imperfections of service beyond its reasonable control.

The evidence presented at hearing established that the September 13, 2024 event was caused by squirrel damage to Ameren Missouri's lines. As discussed above, Mr. Kemp concluded that the damaged neutral conductor and hot leg were the result of animal activity. Such wildlife-caused damage is plainly a condition beyond the reasonable control of Ameren Missouri and falls squarely within the protections afforded by the Company's tariff.

The tariff further advises customers to install suitable protective equipment where interruptions or imperfections in service could damage customer equipment. The evidence established that the Boyles subsequently installed whole-home surge protection and that such equipment could have prevented or mitigated the damages claimed in this matter.

Therefore, even if Complainants had established a violation, which they did not, the Commission lacks authority to award the relief requested, and Ameren Missouri's tariff independently bars recovery.

V. CONCLUSION

The Commission framed this case around three issues. The evidence answered each of those questions in Ameren Missouri's favor.

First, Complainants failed to prove that Ameren Missouri violated any statute, regulation, tariff, or Commission Order with respect to the alleged damage to their home. Second, the evidence established that Ameren Missouri responded promptly, reasonably, and in full compliance with its obligations once it received notice of the condition. Third, even if a violation had been established, which Ameren Missouri denies, the Commission lacks jurisdiction to award the relief requested, and Ameren Missouri's tariff independently precludes recovery.

WHEREFORE, Ameren Missouri respectfully requests that the Commission deny the Complaint in its entirety and grant such other and further relief as it deems just and proper.

Respectfully Submitted,

/s/ *Carla Fields Johnson*

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CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been emailed to the parties of record on
this 11th day of June 2026.

/s/ *Carla Fields Johnson*