

FORMAL COMPLAINT

BEFORE THE STATE CORPORATION COMMISSION OF THE STATE OF KANSAS

Kansas Corporation Commission
1500 SW Arrowhead Rd
Topeka, KS 66604

19-WSEE-212-COM

Date: 11-28-18

IN THE MATTER OF THE COMPLAINT AGAINST:
Westar Energy,

By:
Douglas Yoder.

Contact Information:
Douglas Yoder
2900 Harrison Ave
Lawrence, KS 66047
785-865-6760
dougyszer@sunflower.com

Re: New and separate complaint against Westar Energy.

At the recommendation of KCC staff and the Commission, this new complaint is being filed due to Westar's failure to meet the tariffs and to provide efficient and sufficient service.

FORMAL COMPLAINT

BACKGROUND

1. According to Westar's records, there were 7 power outages at our residence during the 12-month period ending July, 2018.

These outages were all related to the breakdown of the same lines and equipment that were part of the cause of the power failures.

2. The repeated power outages involved in this complaint started on August 21, 2017 and continued through July 10, 2018.

3. The complainant incurred damages as a result of Westar's failure to meet the Public Utility Statutes and the required tariffs.

4. During a 45-day period, there were 5 power outages at the Complainant's residence. These occurred as follows:

- May 25, 2018. Reported to Westar at 4:50 pm.
- June 2, 2018. Reported to Westar at 6:54 a.m.
- June 27, 2018. Reported to Westar at 8:18 pm.
- June 28, 2018. Reported to Westar at 1:45 a.m.
- July 10, 2018. Reported to Westar at 7:25 pm.

5. Some of these outages occurred on clear sunny days “for no apparent reason”, this according to Westar staff as quoted directly to the complainant on 7-25-18.

6. Westar was unable to identify the cause or the location of several of these outages at the time of occurrence.

7. On some of these outages, the field staff had not even located the problem within the timeframe that the Westar customer service line indicated the outage would be repaired.

In other words, the time of repair indicated to customers had already passed before the staff had even located the problem. The time of repair given to customers was irresponsible and a misrepresentation because Westar knew at the time it was inaccurate.

8. The outages were caused by line failures and equipment breakdown.

According to Westar staff the lines in question had deteriorated and had needed to be replaced.

9. The lines and equipment were not “likely” affected by any other events. The lines and equipment had become faulty and this created multiple outages, which has now been acknowledged by Westar.

10. Westar failed to restore power on any of said outages in a timely or workmanlike manner.

11. The complainant sent a letter of complaint to Westar and paid the monthly bill under protest in July, 2018. In response Westar staff made 2 phone calls to the customer in which Westar acknowledged the following conditions:

- A. That their equipment is compromised.
- B. They are very concerned about more outages occurring.
- C. They don't have a way to locate the problem when a fuse blows, so they have to go through a process of elimination in the field. They are “improvising” a temporary solution to help locate the problem more quickly.
- D. The power lines are underground and are direct-buried cable. When not in conduit that cable deteriorates over time. They know the cable here is worn out, the insulation is faulty, and they need to replace it.
- E. Westar has 2 points of service. But when a fuse blows it's easier to fix the fuse than to switch the feed. Except they can't find the fuse.

F. Many times the power has been restored, only to go back out a few minutes (or a short time) later. That's because the fuse gets repaired but the circuit is compromised. This was caused by Westar's grid maps not being accurate and circuits have been found to be open or closed incorrectly; not from damage by any other source.

G. All of the outages in this complaint were caused by the same issues/failures.

H. The multiple power failures, and five outages in a 6-week period doesn't meet the standard of service.

I. An overhead line provides one of the feeds for the neighborhood in question. The insulators on that overhead line are also faulty.

NEGLEGENGE AND FAILURE TO MEET TARIFFS

12. The basis of this complaint is that Westar Energy did not uphold the tariffs that they are required to meet.

A. General terms and Conditions, Section 2. Westar failed to meet 2.06.01. Errors and delays were caused by Westar's failure to act with due diligence.

The customer incurred expenses due to Westar's delay to restore service, and their negligence in providing timely and workmanlike repairs. Further, the negligence of not completing a repair, or leaving the site before reliable service had been provided.

B. Failure to meet Section 7, specifically paragraph 7.05, Electrical Service Continuity, and paragraph 7.06.03, Emergency Electric Service Policy wherein Westar failed to meet their electrical service standards.

C. Also, paragraphs 7.07 and 7.08 of Section 7 were not upheld based on reasonably expected periods of time.

D. Section 10, paragraphs 10.02 and 10.04 indicate the rules were not followed in getting proper repairs made timely, and not serving the interests of the customer.

13. Westar's negligence is demonstrated by the failures noted in paragraph 4 above, along with the communications from Westar staff on 7-25-18 regarding the unreliable condition of the delivery system (outlined in paragraph 11).

14. In the initial power failure, Westar knew there was an outage and that no crew was working on it, but gave erroneous information and failed to make timely repairs.

Westar didn't use the information available to them and acted negligently in both the repairs and in their communication.

15. Westar has indicated to their customers in writing that "Your service will remain reliable." It has not.

16. According to KCC staff, the Commission is charged with ensuring the provision of efficient and sufficient service at just and reasonable rates.

If the power went out at your home 5 times in a 6-week period I'm confident you wouldn't consider that to be efficient and sufficient service. I'm also sure that no one experiencing such outages would conclude that Westar had met their tariffs or standards of a public utility.

17. The Commission is expressly granted all incidental powers necessary to carry into effect the provision of the public utility statutes. Westar has not met the provisions of the public utility statutes.

18. Westar had a system breakdown and had ample knowledge to anticipate and correct it before the failures occurred.

19. Westar did not and has not complied with the terms and conditions of the tariffs.

CLAIM

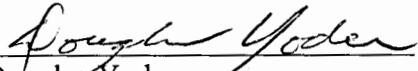
20. The complainant requests the approval of a claim for \$5,649.33 for physical damages incurred.

21. The complainant also submits a claim for all other damages and relief as allowed by law.

Verification:

22. Westar had prior knowledge of an imminent failure to this equipment. Their wanton lack of corrective action for both making adequate repairs and for maintenance of equipment constitutes an element of negligence that caused damages to the customer.

Respectfully Submitted,


Douglas Yoder 11-28-18

Mailed to:
Secretary
Kansas Corporation Commission
1500 SW Arrowhead Road
Topeka,KS 66604

Electronic copy:
Phoenex Anshutz
Lead Litigation Counsel
Kansas Corporation Commission
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(A)

CLEAN-UP

FLOORING

PARADISE CARPET ONE FLOOR/HOME
2108 W. 27TH STREET
SUITE E
LAWRENCE, KS 66047
Telephone: 785-856-8011 Fax: 785-856-8013

Page: 1

CG700714

\$ 2,035.16

\$ 3,614.17

Sold To
YODER, DOUG & DENISE
2900 HARRISON AVE.
LAWRENCE, KS 66047

Ship To
YODER, DOUG & DENISE
2900 HARRISON AVE.
LAWRENCE, KS 66047

Order Date
09/26/17

Order Number
CG700714

Receipt History

Receipt Number	Pay Date	Cash	Check	Credit Card	Discount	Total Payment	Finance Charge
3148	09/26/17	0.00	1,794.58 Check Number: 1578	0.00	0.00	1,794.58	0.00
3227	11/09/17	0.00	1,819.59 Check Number: 1607	0.00	0.00	1,819.59	0.00

CLAIM TOTAL

- 2,035.16 = CLEANUP (BILLS ATTACHED)
- 3,614.17 = FLOORING - RECEIPTS HERE

\$ 5,649.33 = TOTAL CLAIM.

- 11/09/17 -
Sales Representative(s):
ERIN WYATT

5:55PM -

INVOICE TOTAL:	\$3,614.17
Discount:	0.00
Payment(s):	-3,614.17
Finance Charge(s):	0.00
BALANCE DUE:	\$0.00