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STATE OF KANSAS)
) ss.
COUNTY OF SHAWNEE)

VERIFICATION

Michael Neeley, being duly sworn upon his oath deposes and states that he is Litigation Counsel for the State Corporation Commission of the State of Kansas, that he has read and is familiar with the foregoing *Notice of Filing of Staff's Report and Recommendation* and that the statements contained therein are true and correct to the best of his knowledge, information and belief.

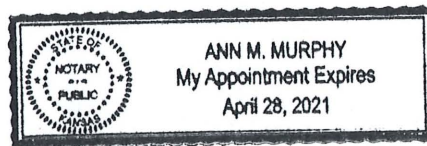


Michael Neeley # 25027
Kansas Corporation Commission of the
State of Kansas

Subscribed and sworn to before me this 24th day of August, 2020.


Notary Public

My Appointment Expires: April 28, 2021



Susan K. Duffy, Chair
Dwight D. Keen, Commissioner
Andrew J. French, Commissioner

Laura Kelly, Governor

**REPORT AND RECOMMENDATION
UTILITIES DIVISION**

TO: Chair Susan Duffy
Commissioner Dwight D. Keen
Commissioner Andrew J. French

FROM: Tim Stringer, Energy Engineer
Leo Haynos, Chief Engineer
Jeff McClanahan, Director

DATE: August 19, 2020

SUBJECT: Docket No. 20-EKME-397-COM
In the Matter of the Complaint Against Kansas Power & Light (Evergy) by
William J. Flohrs

EXECUTIVE SUMMARY:

On May 21, 2020, Mr. Flohrs (Complainant) filed a Complaint alleging that a tree trimming contractor of Evergy Kansas Metro (EKM or Evergy), formerly Kansas City Power & Light:

1. On June 27, 2019, the door hanger left at the residence was improperly completed and did not provide clear communication as to what work was going to be performed;
2. Made one of his backyard trees unsafe and a hazard;
3. Used inappropriate and rude language when talking with the land owner;
4. Damaged his backyard when completing the tree trimming;
5. Did not provide a copy of EKM's Transmission Vegetation Management Plan (TVMP), as requested; and
6. On March 6, 2020, the person leaving the second door hanger did not ring the doorbell and did not return the Complainant's phone call when he called the number on the door hanger.

In EKM's Motion to Dismiss, they stated that the trees have been trimmed in the past and they have currently been trimmed in a manner consistent with their vegetation management policy and guidelines and the trees were not left unsafe.¹

¹ Motion to Dismiss, pg. 1, para. 3.

On May 21, 2020, the Complainant filed a Response to Evergy's "Motion to Dismiss of Evergy Metro, Inc." In the filing, the Complainant reiterated his complaints about EKM's transmission tree trimming program for 161 kV transmission lines.

Staff concludes that EKM has the right to trim and/or cut down any tree(s) within the right-of-way per the provisions of the Easement Conveyance and, in the opinion of EKM, trees that could interfere with the operation of the 161 kV transmission line.² Staff recommends the Commission dismiss the Complaint.

BACKGROUND:

On June 18, 2010, Docket 10-KCPE-809-COM (10-809) was filed by the Complainant in which he complained of EKM's Transmission Vegetation Management Program (TVMP) in addition to questioning the validity of the Easement Conveyance. In 10-809, the Commission found and concluded that "(a) there is no evidence that KCPL violated a state or federal regulation regarding its vegetation management program, (b) the Commission cannot rule on the validity or compensation schedule of an easement, and (c) KCPL's customer relations and public awareness program was sufficient." The Commission dismissed the Complaint.³

Regarding the current Complaint, EKM's Motion to Dismiss, dated May 21, 2020, confirms a tree trimming crew was trimming trees in the Complainant's back yard to obtain clearance from a transmission line that runs across the rear of his yard.⁴ EKM also contends that the trees have been trimmed many times before and state the trees were trimmed in a manner consistent with EKM's vegetation management policy and guidelines and the trees were not left unsafe.⁵ EKM notes that Mr. Flohrs has provided no allegation or support demonstrating that EKM violated any provision of law, Commission order, or tariff.⁶

The Complainant's Response to Evergy's "Motion To Dismiss Of Evergy Metro, Inc." is summarized below:

1. The tree trimming crew foreman used inappropriate language which was repugnant, offensive, disrespectful, and out of line,⁷ and the "offensive, abusive, heavy handed, threatening, and vulgar behavior of Evergy can not go unpunished";⁸
2. It is difficult to determine from EKM's tree trimming information on their web site the vegetation clearance for 161 kiloVolt (kV) transmission lines;⁹
3. EKM communicated that it follows NERC Standard FAC-003-01 section R1 for clearances yet, no clear and concise transmission vegetation management program document has been provided;¹⁰
4. There is no basis for EKM to state that the trees are still healthy;¹¹ and

² Motion to Dismiss of Evergy Metro Inc., pg. 1, para. 3.

³ Order, Docket No. 10-KCPE-809-COM, pg. 7.

⁴ Motion to Dismiss of Evergy Metro, Inc., pg. 1.

⁵ Motion to Dismiss of Evergy Metro, Inc., pg. 1.

⁶ Motion to Dismiss of Evergy Metro, Inc., pg. 4.

⁷ Complainant Response to Evergy's "Motion to Dismiss of Evergy Metro, Inc.", pg. 2, para. 1.

⁸ Complainant Response to Evergy's "Motion to Dismiss of Evergy Metro, Inc.", pg. 9.

⁹ Complainant Response to Evergy's "Motion to Dismiss of Evergy Metro, Inc.", pgs. 4-5, para. 4.

¹⁰ Complainant Response to Evergy's "Motion to Dismiss of Evergy Metro, Inc.", pg. 3, para. 2.

¹¹ Complainant Response to Evergy's "Motion to Dismiss of Evergy Metro, Inc.", pg. 5, para. 5.

5. EKM has no right to trim trees deemed necessary by the Company.¹²

ANALYSIS:

The roles of the parties in this Complaint are best described within context of a utility property easement. In that context, Mr. Flohrs is the landowner (grantor) and Evergy is the holder of the utility easement (grantee). The Easement Conveyance is signed September 4, 1959. The Easement grants a 100 foot easement, which gives the grantee the right of ingress and egress anytime to maintain and patrol the line, and trim and/or cut and clear away any vegetation the grantee believes will interfere with the operation of the transmission line.¹³

Staff agrees with Evergy's statement that the provisions of its tariff are the "terms and conditions which govern the relationship between a utility and its customers and they 'bind both the utility and the customer'."¹⁴ However, based on the facts in this case, Mr. Flohrs cannot be considered as a customer of Evergy. Therefore, Staff did not consider the application of Evergy's tariff with respect to the subject Complaint.

Because Evergy is a public utility, the Commission has oversight authority over any practices performed by Evergy as part of operating the utility.¹⁵ In this case, Staff believes Evergy acted within the terms of the easement conveyance, Exhibit 2, which allows the grantee to trim and/or cut and clear away any trees or debris on or adjacent to the easement whenever the utility judges such will interfere with the operation or maintenance of the transmission line.

Staff contends that Evergy has followed the terms of the easement and, as noted in the 10-809 Docket, the Commission stated the amount of compensation for any damages caused to the Complainant's yard by the trimming crew is beyond the jurisdiction of the Commission. Therefore, Staff concludes compensation for any damages related to terms of the easement is outside the jurisdiction of the Commission.

Staff will address each Customer complaint that is summarized in the Executive Summary.

1. *On June 27, 2019, the door hanger left at the residence was improperly completed and did not provide clear communication as to what work was going to be performed*

The Complainant states "The Tree Trimming box is checked, but the line that indicates cut back was left blank, so there is no way for the customer to determine exactly what KCP&L's intentions were."¹⁶ The door hanger left on the Complainant's door does have the Tree Trimming Box checked and states "Trees along the edge of right of way will be cut back ____ feet to provide sufficient long-term conductor clearance."¹⁷ Evergy notes, "No two situations are the

¹² Complainant Response to Evergy's "Motion to Dismiss of Evergy Metro, Inc.", pg. 6, para. 6.

¹³ Staff Report & Recommendation, Exhibit 2.

¹⁴ Motion to Dismiss, pp. 2-3, para. 7.

¹⁵ K.S.A.66-101h "The commission shall have general supervision of all electric public utilities doing business in this state and shall inquire into any neglect or violations of the laws of this state by any electric public utility or by the officers, agents or employees thereof. From time to time, the commission shall carefully examine and inspect the condition of each electric public utility, its equipment, the manner of its conduct and its management with reference to the public safety and convenience. Nothing in this section shall be construed as relieving any electric public utility from its responsibility or liability for damage to person or property."

¹⁶ Complaint, 20-EKME-397-COM, March 13, 2020, pg. 4.

¹⁷ Complaint, 20-EKME-397-COM, March 13, 2020, Exhibit 1.

same so various criteria is used to determine whether a tree is removed or trimmed.¹⁸ Staff agrees this flexible approach to tree trimming provides the least impact on a landowner's trees.

The door hanger left on June 27, 2019, could have been filled out in a more precise manner, but the hanger provided a means for additional communication, which the Complainant used, to contact the tree trimming organization.¹⁹ However, the second door hanger left on March 6, 2020, told the land owner that trees requiring work are marked with blue paint. A single dot indicates side trim/crown reduction, a double dot indicates good removal candidate, a long painted line indicate small volunteer trees that will be cut down, and a tree painted with a blue "X" will be removed. The door hanger gave the phone number of the Evergy Representative who left the document. The door hanger also defined Tree Pruning, Tree/Brush Removal, and Mechanical Clearing.²⁰ Staff believes the information in the last door hanger explains EKM's intentions.

2. *Made one of his backyard trees unsafe and a hazard*

EKM provided an aerial view of the Complainant's back yard, depicting the transmission line, right-of-way limits, and approximate location of the trunk of the trees in question,²¹ see Exhibit 1. Based on the diagram in Exhibit 1, it appears to Staff that both of the trees in question are within the right-of-way as described in the Easement Conveyance.²² The Easement Conveyance gives the grantee the right to trim or remove trees located within the right of way.²³

Evergy states that tree trimming and/or removal near a 161 kV line is based on the rights granted by an easement. EKM does understand that in some situations, shade trees located on the easement in residential areas are important to property owners, so complete removal is performed on a case by case basis.²⁴ EKM states when a tree is not to be cut to the ground, it will be trimmed to achieve a clearance that it will not broach a distance from the line that is deemed dangerous to those climbing and/or working in the tree before the next time Evergy decides to trim that tree again.

In the photographs provided by the Complainant,²⁵ it does not appear to Staff that any tree was left in an unsafe or hazardous condition.

3. *Used inappropriate and rude language when talking with the land owner*

EKM states they do not condone the use of foul or inappropriate language by their contractors while performing tasks for the company, especially during interaction with property owners.²⁶ Staff also believes that the use of foul or inappropriate language is unnecessary, especially when talking with land owners.

4. *Damaged his backyard when completing the tree trimming*

¹⁸ Response to Staff Data Request 4.

¹⁹ Complaint, pg. 4.

²⁰ Complaint, Exhibit 4.

²¹ Response to Staff Data Request 1.

²² Easement Conveyance states the right-of-way is 100 feet in width.

²³ Easement Conveyance, September 4, 1959.

²⁴ Response to Staff Data Request 3.

²⁵ Complaint, Exhibit 3.

²⁶ Response to Staff Data Request 8.

As noted in Staff's Notice of Filing of Staff Report and Recommendation in 10-809, Staff continues to believe that easement disputes are matters to be brought before the District Court.²⁷

5. *Not provided a copy of EKM's Transmission Vegetation Management Plan (TVMP), as requested*

Transmission Vegetation Management is required by NERC Standard FAC-003-03 paragraph B-R1. The Transmission Owner is required to manage vegetation to prevent encroachment into the Minimum Vegetation Clearance Distance (MVCD).²⁸ FAC-003-03, in Table 2, states the MVCD for elevations between 1000 feet and 2000 feet is 2.19 feet.²⁹ Staff agrees with EKM that there is not a Commission rule or regulation regarding filing of vegetation management policies for approval with the Commission.³⁰ Staff also notes the trimming provided by Evergy met the minimum requirements of NERC.

6. *On March 6, 2020, the person leaving the door hanger did not ring the doorbell, and did not return the Complainant's phone call when he called the number on the door hanger*

Upon reading the door hanger information,³¹ Staff believes there is no requirement for the person leaving the door hanger to ring the door bell or knock on the door. Staff understands that the Complainant's phone call was not returned and can not offer any explanation as to why the call was not returned.

In the 10-809 Docket, Staff believes the Commission correctly framed the issue as one between two parties that have signed a utility easement agreement. In this case, the Complainant's relationship with Evergy is governed by the grantor/grantee relationship and not his rights as a utility customer of Evergy. Staff recommends the Commission dismiss the Complaint.

CONCLUSION:

Staff concludes that EKM has the right to trim and/or cut down any tree(s) within the right-of-way per the provisions of the Easement Conveyance and that includes, in the opinion of EKM, trees that could interfere with the operation of the 161 kV transmission line.

RECOMMENDATION:

Staff recommends the Commission dismiss the Complaint.

²⁷ 10-809, Notice of Filing of Staff Report and Recommendation, pg. 8, para. II.a.

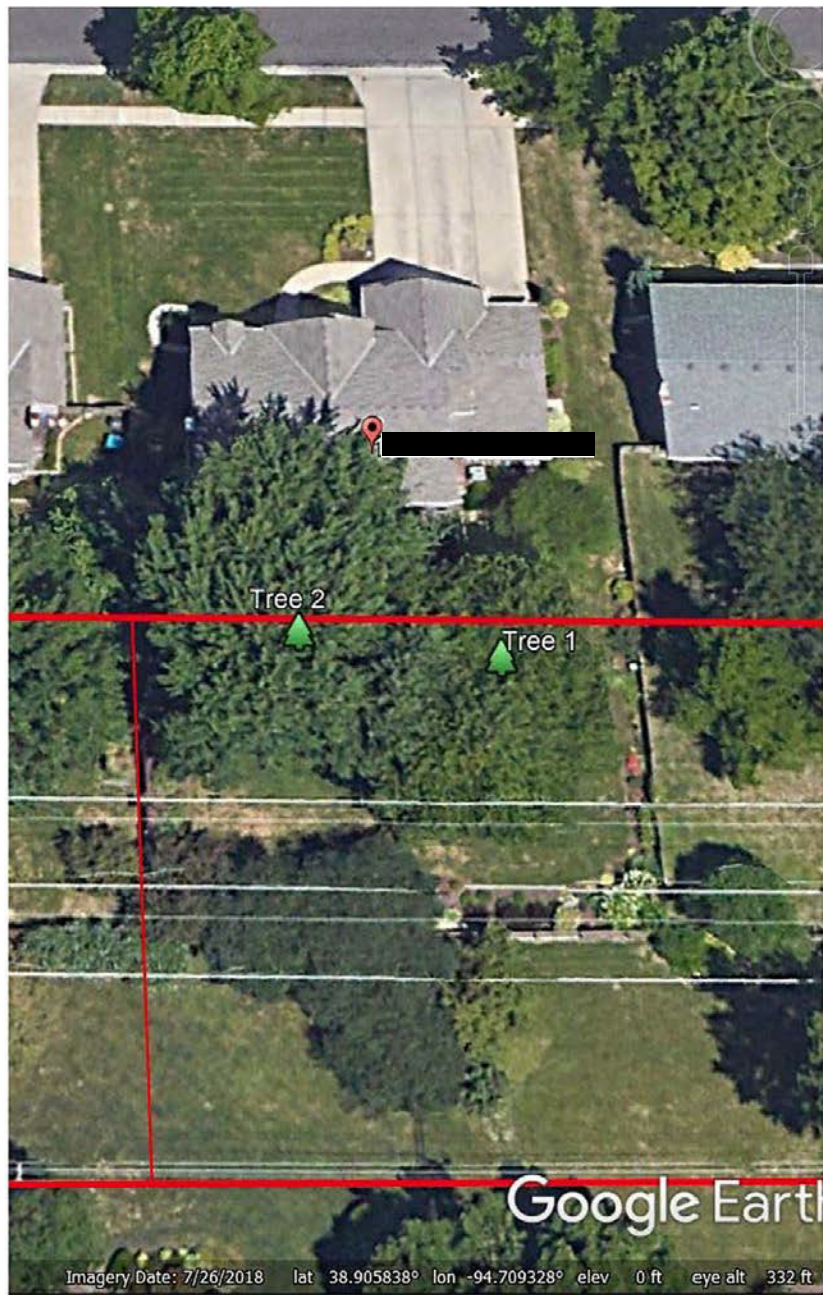
²⁸ NERC Standard FAC-003-03, pg. 8, paragraph B R1.

²⁹ NERC Standard FAC-003-03, pg. 26, Table 2.

³⁰ Motion to Dismiss, pg. 2, para. 6.

³¹ Complaint, Exhibit 4.

Exhibit 1



In response to Data Request 1, EKM provided an aerial view of the Complainant's residence with the backyard transmission line shown in white and the extents of the 100 feet right-of way in red. The main trunks of Tree 1 and Tree 2 are shown in green located within the right-of-way.

Exhibit 2

Form No. 100-100

584572

106 180

EASEMENT CONVEYANCE

THIS EASEMENT, Made this 4th day of September, 1959, by and between

Lawrence R. O'Donnell

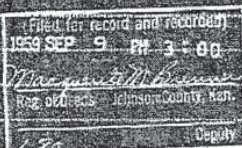
of the County of Jackson State of Missouri

part Y of the first part, and KANSAS CITY POWER & LIGHT COMPANY, a Missouri corporation, party of the second part.

WITNESSETH:

The part Y of the first part, grantor, in consideration of the sum of 100 and no/100 (\$10.00) - - - - - Dollars, receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to the party of the second part, grantee, its successors and assigns, the perpetual right to enter and erect, construct, and maintain poles, towers, wires, anchors, underground conduit and appurtenances thereto, for the transmission and conveyance of electric energy over, along, under and across the following described land in the County of Johnson and State of Kansas, viz:

The South one hundred (100) feet of the Northeast Quarter (NE 1/4) of
Section Twenty-three (23), Township Thirteen (13), Range Twenty-four
(24), Johnson County, Missouri.



The grantee shall have the right of ingress and egress to and from said land, to survey, erect, construct, maintain, inspect, patrol, rebuild and repair its lines, together with the right to replace, renew, and relocate upon, over or under its right of way all poles, towers, wires, anchors, underground conduit, and appurtenances thereto, and the right to remove any or all of said installations or appurtenances. The grantee may erect, maintain, and use gates in all fences which cross or which shall hereafter cross the route of said lines. Grantee may trim and/or cut and clear away any trees, limbs and brush on or adjacent to above described land whenever in its judgment such will interfere with or endanger the construction, operation or maintenance of said lines. In exercising its rights of ingress and egress the grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof; however, if in the judgment of the grantee there are no suitable means of access to the said right of way, the grantee may enter the lands of the grantor, wherever necessary to provide access to and from the above described right of way. If the grantee shall cut or remove trees under the rights hereby granted, and such trees are valuable for either timber or wood, they shall continue to be the property of the grantor, but all other trees or logs, all tops, limbs and brush shall be burned or removed by the grantee.

The grantor, his heirs or assigns, may cultivate, use and enjoy the land above described, provided such use shall not in the judgment of grantee interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no buildings shall be constructed on the said right of way.

The grantee, its successors or assigns, agree to pay for any reasonable permanent damage caused to land, growing crops, fences, livestock, machinery or other personal property of grantor, from the construction, operation or maintenance of said lines.

In the event grantee shall fail to begin construction upon the right of way granted hereby within 12 years from the date hereof all its rights hereunder shall cease.

This easement conveyance shall run with the land and shall be binding upon the grantor, his heirs, successors and assigns.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances and remedies thereunto belonging or in any wise appertaining, unto the said Kansas City Power & Light Company, a corporation, and unto its successors and assigns, forever.

In Testimony Whereof, Lawrence R. O'Donnell have hereunto set my hand and seal, this day and year above written.

Lawrence R. O'Donnell

Responses to Data Requests and NERC FAC-003-03 Cited in Footnotes

Evergy Kansas Metro
Case Name: Flohrs Complaint
Case Number: 20-EKME-397-COM

Response to Stringer Tim Interrogatories - KCC_20200612
Date of Response: 6/23/2020

Question:4

- a. Does Evergy Kansas Metro remove trees that are in the right of way?
- b. What is the criteria to determine if a tree is removed or trimmed?

Response:

- a. Yes. Most of Evergy Kansas Metro's transmission system is erected on easements that grant the right to remove vegetation at any time
- b. No two situations are the same so various criteria is used to determine whether a tree is removed or trimmed. That criteria includes but is not limited to land use, proximity to the wire, structures, and/or guy wires, location on the easement, cost comparison between trimming and removing, budgetary considerations, property owner consent/refusal and accessibility.

Response provided by: Geoffrey Vossen, Distribution Vegetation

Attachment: Q4_Verification.pdf

Evergy Kansas Metro
Case Name: Flohrs Complaint
Case Number: 20-EKME-397-COM

Response to Stringer Tim Interrogatories - KCC_20200612
Date of Response: 6/23/2020

Question:1

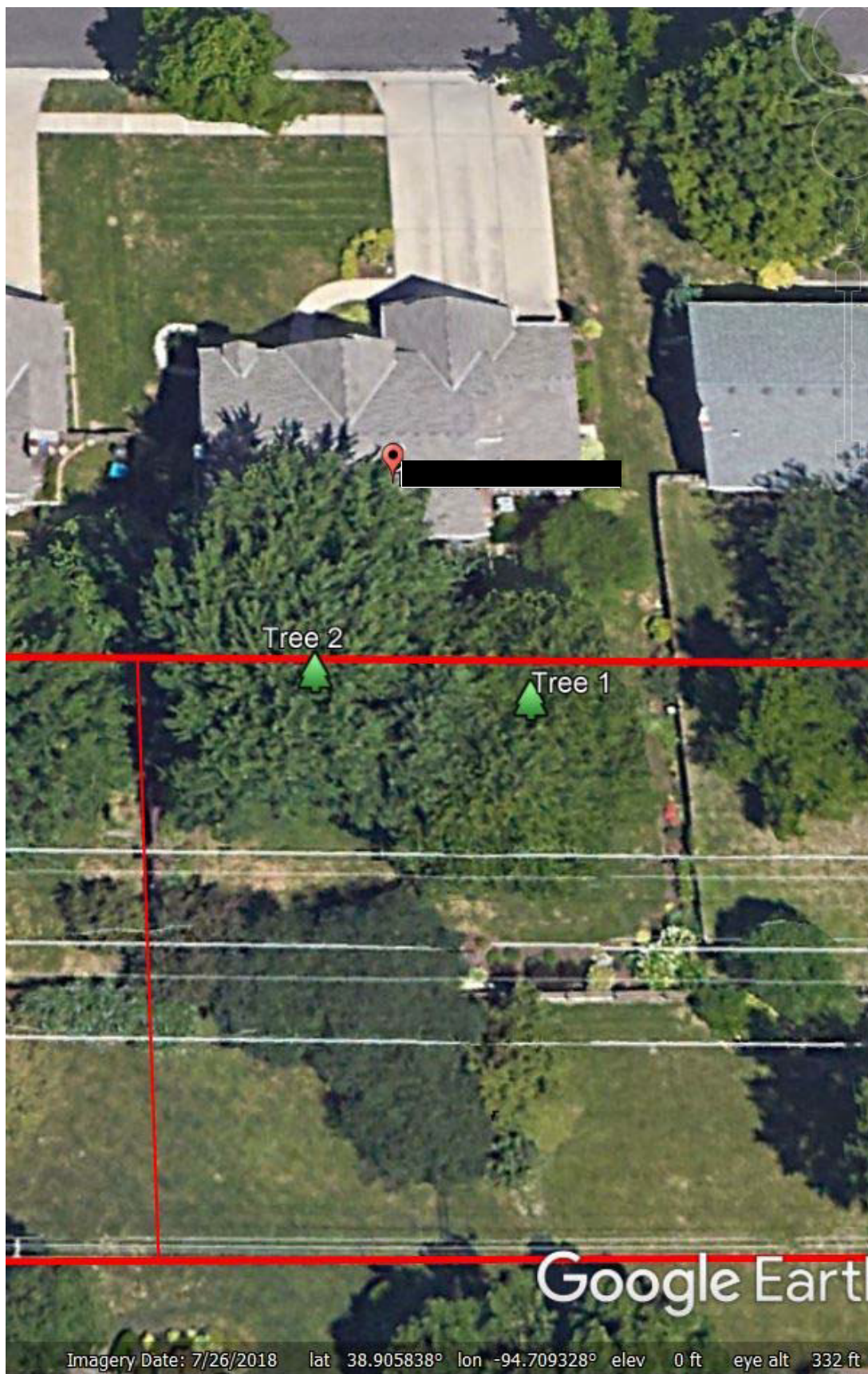
Please provide an aerial picture of the residence at [REDACTED] Overland Park, KS. Overlay on the picture the 161 kV transmission line, the limits of the Right of Way, and the location of the two trees in the backyard.

Response:

See photo below.

Response provided by: Geoffrey Vossen, Distribution Vegetation

Attachment: Q1_Verification.pdf



Imagery Date: 7/26/2018 lat 38.905838° lon -94.709328° elev 0 ft eye alt 332 ft

Evergy Kansas Metro
Case Name: Flohrs Complaint
Case Number: 20-EKME-397-COM

Response to Stringer Tim Interrogatories - KCC_20200612
Date of Response: 6/23/2020

Question:3

What distance does Evergy Kansas Metro trim vegetation from 161 kV transmission lines?

Response:

Generally, trimming and/or removing trees near a 161kV line is performed based on the rights granted by an easement and involve completely removing incompatible vegetation from that easement. However, Evergy Kansas Metro understands that in some situations, shade trees located on the easement in residential areas are important to property owners/customers for various reasons, so complete removal of such trees is performed on a case by case basis. When such a tree is not to be cut to the ground, it will be trimmed to achieve such a clearance that it will not broach a distance from the line that is deemed dangerous to those climbing and/or working in the tree before the next time Evergy decides to trim that tree again. In a residential situation, Evergy plans to trim a given tree once every four years. To achieve that requirement, 25 feet to the side of the line for trees to the side of the wire and at least 20 feet below the wire where the tree is under the wire is minimum. Evergy also prefers that VM contractors make proper cuts when trimming a tree therefore, instances occur where the tree structure and growth pattern require trimming to a distance inside or outside of those minimums.

Response provided by: Geoffrey Vossen, Distribution Vegetation

Attachment: Q3_Verification.pdf

Evergy Kansas Metro
Case Name: Flohrs Complaint
Case Number: 20-EKME-397-COM

Response to Stringer Tim Interrogatories - KCC_20200612
Date of Response: 6/23/2020

Question:8

In the Complaint, the property owner states that Thorne Tree used expletives in response to a question to provide a copy of their arborist certification. Has Evergy verified this account, and what was the resolution?

Response:

Evergy does not condone the use of foul or inappropriate language by contractors while performing tasks for the company, especially during conversation with property owners.

Evergy cannot confirm that an employee of Thorne Tree Service used expletives when responding to the property owner's question.

Response provided by: Geoffrey Vossen, Distribution Vegetation

Attachment: Q8_Verification.pdf

B. Requirements and Measures

R1. Each applicable Transmission Owner and applicable Generator Owner shall manage vegetation to prevent encroachments into the MVCD of its applicable line(s) which are either an element of an IROL, or an element of a Major WECC Transfer Path; operating within their Rating and all Rated Electrical Operating Conditions of the types shown below⁴ [*Violation Risk Factor: High*] [*Time Horizon: Real-time*]:

1. An encroachment into the MVCD as shown in FAC-003-Table 2, observed in Real-time, absent a Sustained Outage,⁵
2. An encroachment due to a fall-in from inside the ROW that caused a vegetation-related Sustained Outage,⁶
3. An encroachment due to the blowing together of applicable lines and vegetation located inside the ROW that caused a vegetation-related Sustained Outage⁷,
4. An encroachment due to vegetation growth into the MVCD that caused a vegetation-related Sustained Outage.⁸

M1. Each applicable Transmission Owner and applicable Generator Owner has evidence that it managed vegetation to prevent encroachment into the MVCD as described in R1. Examples of acceptable forms of evidence may include dated attestations, dated reports containing no Sustained Outages associated with encroachment types 2 through 4 above, or records confirming no Real-time observations of any MVCD encroachments. (R1)

R2. Each applicable Transmission Owner and applicable Generator Owner shall manage vegetation to prevent encroachments into the MVCD of its applicable line(s) which are not either an element of an IROL, or an element of a Major WECC Transfer Path; operating within its Rating and all Rated Electrical Operating Conditions of the types shown below⁹ [*Violation Risk Factor: High*] [*Time Horizon: Real-time*]:

1. An encroachment into the MVCD, observed in Real-time, absent a Sustained Outage,¹⁰

⁴ This requirement does not apply to circumstances that are beyond the control of an applicable Transmission Owner or applicable Generator Owner subject to this reliability standard, including natural disasters such as earthquakes, fires, tornados, hurricanes, landslides, wind shear, fresh gale, major storms as defined either by the applicable Transmission Owner or applicable Generator Owner or an applicable regulatory body, ice storms, and floods; human or animal activity such as logging, animal severing tree, vehicle contact with tree, or installation, removal, or digging of vegetation. Nothing in this footnote should be construed to limit the Transmission Owner's or applicable Generator Owner's right to exercise its full legal rights on the ROW.

⁵ If a later confirmation of a Fault by the applicable Transmission Owner or applicable Generator Owner shows that a vegetation encroachment within the MVCD has occurred from vegetation within the ROW, this shall be considered the equivalent of a Real-time observation.

⁶ Multiple Sustained Outages on an individual line, if caused by the same vegetation, will be reported as one outage regardless of the actual number of outages within a 24-hour period.

⁷ *Id.*

⁸ *Id.*

⁹ See footnote 4.

¹⁰ See footnote 5.

FAC-003 — TABLE 2 — Minimum Vegetation Clearance Distances (MVCD)¹⁶
For Alternating Current Voltages (feet)

(AC) Nominal System Voltage (KV)	(AC) Maximum System Voltage (kV) ¹⁷	MVCD (feet) Over sea level up to 500 ft	MVCD (feet) Over 500 ft up to 1000 ft	MVCD feet Over 1000 ft up to 2000 ft	MVCD feet Over 2000 ft up to 3000 ft	MVCD feet Over 3000 ft up to 4000 ft	MVCD feet Over 4000 ft up to 5000 ft	MVCD feet Over 5000 ft up to 6000 ft	MVCD feet Over 6000 ft up to 7000 ft	MVCD feet Over 7000 ft up to 8000 ft	MVCD feet Over 8000 ft up to 9000 ft	MVCD feet Over 9000 ft up to 10000 ft	MVCD feet Over 10000 ft up to 11000 ft
765	800	8.2ft	8.33ft	8.61ft	8.89ft	9.17ft	9.45ft	9.73ft	10.01ft	10.29ft	10.57ft	10.85ft	11.13ft
500	550	5.15ft	5.25ft	5.45ft	5.66ft	5.86ft	6.07ft	6.28ft	6.49ft	6.7ft	6.92ft	7.13ft	7.35ft
345	362	3.19ft	3.26ft	3.39ft	3.53ft	3.67ft	3.82ft	3.97ft	4.12ft	4.27ft	4.43ft	4.58ft	4.74ft
287	302	3.88ft	3.96ft	4.12ft	4.29ft	4.45ft	4.62ft	4.79ft	4.97ft	5.14ft	5.32ft	5.50ft	5.68ft
230	242	3.03ft	3.09ft	3.22ft	3.36ft	3.49ft	3.63ft	3.78ft	3.92ft	4.07ft	4.22ft	4.37ft	4.53ft
161*	169	2.05ft	2.09ft	2.19ft	2.28ft	2.38ft	2.48ft	2.58ft	2.69ft	2.8ft	2.91ft	3.03ft	3.14ft
138*	145	1.74ft	1.78ft	1.86ft	1.94ft	2.03ft	2.12ft	2.21ft	2.3ft	2.4ft	2.49ft	2.59ft	2.7ft
115*	121	1.44ft	1.47ft	1.54ft	1.61ft	1.68ft	1.75ft	1.83ft	1.91ft	1.99ft	2.07ft	2.16ft	2.25ft
88*	100	1.18ft	1.21ft	1.26ft	1.32ft	1.38ft	1.44ft	1.5ft	1.57ft	1.64ft	1.71ft	1.78ft	1.86ft
69*	72	0.84ft	0.86ft	0.90ft	0.94ft	0.99ft	1.03ft	1.08ft	1.13ft	1.18ft	1.23ft	1.28ft	1.34ft

* Such lines are applicable to this standard only if PC has determined such per FAC-014 (refer to the Applicability Section above)

¹⁶ The distances in this Table are the minimums required to prevent Flash-over; however prudent vegetation maintenance practices dictate that substantially greater distances will be achieved at time of vegetation maintenance.

¹⁷ Where applicable lines are operated at nominal voltages other than those listed, the applicable Transmission Owner or applicable Generator Owner should use the maximum system voltage to determine the appropriate clearance for that line.

CERTIFICATE OF SERVICE

20-EKME-397-COM

I, the undersigned, certify that a true and correct copy of the above and foregoing Notice of Filing of Staff's Report and Recommendation was served via electronic service this 24th day of August, 2020, to the following:

CATHY DINGES, ATTORNEY
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cathy.dinges@evergy.com

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