

**BEFORE THE STATE CORPORATION COMMISSION  
OF THE STATE OF KANSAS**

In the Matter of the Complaint Against )  
Kansas City Power & Light Company ) Docket No. 16-KCPE-195-COM  
by Jamie Littich. )

**ANSWER AND MOTION TO DISMISS COMPLAINT  
OF KANSAS CITY POWER & LIGHT COMPANY**

Kansas City Power & Light Company (“KCP&L” or “Company”), by and through its counsel, hereby submits its answer (“Answer”) to the formal complaint of Jamie Kathleen Littich (“Complainant”) served against KCP&L in the above-captioned proceeding on November 3, 2015. Such Answer is provided in compliance with the State Corporation Commission of the State of Kansas’ (“Commission”) Order granting KCP&L until December 11, 2015 to file a response to the Complaint.<sup>1</sup>

**I. PROCEDURAL BACKGROUND**

1. On October 21, 2015, Complainant filed with the Commission a formal complaint against KCP&L (“Complaint”).

2. On October 26, 2015, Commission Staff (Staff) prepared a memorandum wherein it stated that the Complaint was not in compliance with K.A.R. 82-1-220(b)(1) because Complainant failed to cite to any violation of law, rule, or order in support of its contentions.<sup>2</sup> However, Staff recommended the Commission waive the provisions of K.A.R. 82-1-220(b)(1) and initiate investigation into this Complaint.

3. On November 3, 2015, the Commission issued its Order adopting the legal memorandum of Staff, directing the Complaint be served on KCP&L.

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<sup>1</sup> Order Granting Extension of Time to Answer Complaint, issued Nov. 24, 2015.

<sup>2</sup> Order Adopting Legal Memorandum, ¶ 2, issued Nov. 3, 2015.

4. On November 18, 2015, KCP&L filed a motion requesting an extension of time to file its Answer to the Complaint.

5. On November 24, 2015, the Commission granted KCP&L's motion, granting KCP&L until December 11, 2015 to file its Answer.

## **II. FACTUAL BACKGROUND**

6. Complainant has had service at the property at 5748 Walmer Street, Mission, Kansas since May 2, 2011.

7. KCP&L's system is comprised of networks of electric lines that are divided geographically into what are referred to as "circuits." Complainant's property is serviced off a lateral line in Circuit No. 6824, and is comprised of one primary line, a primary neutral line, and two secondary lines operating at 120 volts each.

8. In accordance with Commission-approved tariffs, KCP&L's is responsible for its facilities up to the point of delivery,<sup>3</sup> and the Customer is responsible for installing and maintaining all wire beyond the point of delivery.<sup>4</sup> The point of delivery is defined as "[t]he point at which the Company's conductors and/or equipment (other than the Company's meter installation) make electrical connection with the customer's installation, unless otherwise specified in the customer's service agreement."<sup>5</sup> The tariffs further provides that "[a]ny Customer desiring protection against interruptions, phase failure, phase reversal, voltage variations or other temporary irregularities in electric service shall, at his own expense, furnish on such Customer's installation such protective equipment for such purpose."<sup>6</sup>

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<sup>3</sup> General Rules and Regulations §§ 7.04-.05.

<sup>4</sup> General Rules and Regulations § 6.01.

<sup>5</sup> General Rules and Regulations § 1.11.

<sup>6</sup> General Rules and Regulations § 6.02.

9. On May 20, 2015, KCP&L responded to a house fire at 5800 Walmer Street, Mission, Kansas, and a report of a primary wire down in the rear of the property, which is located off of Circuit No. 6824. KCP&L removed the meter at the house, put the primary wire back in place, and re-energized the transformer for that location. KCP&L determined the likely cause of the downed wire to be a fallen tree limb due to a storm event that had recently occurred in the area.

10. On May 26, 2015, Complainant contacted KC&L's customer service division to request a damage claim form, which was subsequently mailed to Complainant. During the call, Complainant was asked by KCP&L whether Complainant had a surge protector on his home, to which Complainant responded, "no".

11. On May 28, 2015, Complainant again contacted KCP&L to inquire as to the status of the damage claim. KCP&L informed Complainant that within a week of the initial contact, Complainant should receive a letter from KCP&L that includes the damage claim form that needs to be completed and submitted back to KCP&L. During the call, Complainant again confirmed that there was no surge protection on the home, and also alleged KCP&L oversized its fuses significantly higher than is appropriate.

12. On August 11, 2015, Complainant filed a Property Damage Claim Form (Claim) in the amount of \$3,074.62 for damages to appliances related to the outage that occurred on May 20, 2015.

13. On September 10, 2015, KCP&L provided a written response to Claimant regarding the Claim, offering an explanation as to the events of May 20, 2015, and further explaining that KCP&L is not liable for claims for loss, expense or damage resulting from fluctuations, interruptions in or curtailment of electric service, or for any delivery delay,

breakdown, or failure of or damage to KCP&L facilities, except in the case of willful misconduct or gross negligence on the part of KCP&L.

### **III. ANSWER TO COMPLAINT**

14. Except as admitted or agreed herein, KCP&L denies each and every allegation and statement in the Complaint. Additionally, to the extent Complainant references other KCP&L customers, KCP&L asserts that Complainant has no standing to speak for or on behalf of anyone other than him/herself, and as such the said comments should be disregarded.

15. Complainant posits a series of questions in the first paragraph of the letter attached to the Commission Formal Complaint form. The letter is dated October 11, 2015. Due to the structure of the Complaint, KCP&L will restate the question and provide its response. KCP&L's failure to address a particular statement contained in the Complaint shall not be construed as an admission or acquiescence of any kind.

#### ***Whether KC&PL has properly installed its electrical service per the applicable code requirements.***

16. KCP&L denies any allegation that it has improperly installed electrical service or in a manner contrary to "code." For the purposes of this Answer, KCP&L notes that the "applicable code" is the National Electric Safety Code (NESC).<sup>7</sup> The NESC is continually updated, and as such provides for grandfathering, meaning that if a provision of the code is updated, the utility is not required to immediately upgrade its system in accordance with the updated provision. Rather, the NESC provides in pertinent part, the following:

Existing installations, including maintenance replacements, that currently comply with prior editions of the Code, need not be modified to comply with these rules except as may be required for safety reasons by the administrative authority.

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<sup>7</sup> K.A.R. 82-12-2.

The NESC also instructs utilities to develop individualized standards that ensure protection of their respective system, which KCP&L has done.

17. In the instant case, KCP&L records show that the facilities servicing Complainant's property were originally installed in 1954. KCP&L was unable to locate constructions standards dating back to 1954, but did find the 1973 standards. The facilities in question are in conformance with KCP&L's 1973 construction standards, are existing facilities as defined by NESC as noted above and are, therefore, code compliant.

18. Complainant alleges that KCP&L's fuses are incorrectly sized. KCP&L denies this allegation. KCP&L employs a system protection philosophy based on the design of KCP&L's system, pursuant to the NESC.<sup>8</sup> KCP&L fuse sizes are designed to maintain service to as many customers as possible in the event a primary fault occurs on the system. Fuses are sized to the conductor and coordinate with the next fuse upstream. In other words, larger fuses are located closest to the source, and become increasingly smaller the further away from the source they are located. Fuses are used to isolate segments of the line in case of a fault, and are design to isolate the smallest amount of the line as possible so that the least amount of customers are impacted in the event of a fault. Being able to isolate the line also assists the utility in being able to quickly locate the area where the fault occurred. If fuses were all sized the same and a fault occurred, not only would more customers be without power, but the utility would have greater difficulty in locating the fault.

19. In the current instance, the primary conductor at the location involved has a load rating of 140 amps, with an 80 amp primary fuse protecting the conductor. However, the fault in question occurred on the secondary conductor.

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<sup>8</sup> The NESC is not specific about fuse and conductor sizes, rather, the NESC allows each utility to design individualized construction standards to meet the needs of that particular service territory.

20. Transformer fuses are installed above the transformer and connected to the primary conductor. Their purpose is to protect from faults generated on the secondary, services, or customers' equipment. The fuse size for this particular transformer rating 50kVA/120/240 volts is a 20E type fuse. This fuse size is standard size for this type of transformer kVA.

21. KCP&L's records indicate that most likely a large tree limb, one large enough to lie on the primary, primary neutral and secondary conductors, caused the electrical fault. The fault started to generate fault current at the secondaries. The fault that occurred was a high impedance fault, which is characterized as a fault that occurs when a tree limb, for example, makes unwanted electrical contact to the conductors and where the flow of fault current is restricted to a level below that reliably detectable by conventional overcurrent devices. A system cannot be designed to guarantee that high impedance faults will not occur.

22. The personnel who responded to the incident indicated that he cut power to KCP&L equipment by opening up the transformer fuse because the conductors were still arcing, which allowed him to remove the large tree limb off of the conductors in order to clear the hazard. Before personnel were able to open up the transformer fuse, the primary conductor broke and fell against the primary neutral. This action caused the lateral fuse to blow up-stream from where Complainant lives. The damage to KCP&L equipment from this incident required personnel to make repairs on the primary, primary neutral, and secondary conductors. All of the activities performed by KCP&L as a result of the May 2015 incident were in accordance with the NESC.

23. As part of the Complaint, Complainant also attached documents obtained from Johnson County Fire Department. KCP&L notes that two of the incidents shown on the Incident List provided by Complainant, and referenced as "3.3 FDR – Dispatch – History" are served by a

different fuse than the one serving Complainant's home - specifically, the purple and green lines. This means that of the seven (7) incidents highlighted on the Incident List, only 5 incidents are related to the fuse at issue in the instant matter, and those five (5) incidents span a three-year period. KCP&L believes that three of those five are likely related to the May 2015 storm, as evidenced by the timing of the incidents, and the 2013 incident at 5801 Riggs corresponds to a storm that was recorded during the same timeframe. Nothing contained in the Incident List supports an allegation that KCP&L has not properly installed its electric service per applicable code requirements.

***Whether KCP&L has adequately performed the minimum amount of maintenance for its electrical service.***

24. KCP&L has performed adequate maintenance of its facilities. KCP&L has a program in place to address maintenance on lateral lines, as well as a Vegetation Management program. The lateral improvement program contains criteria to evaluate lateral lines, where the performance levels of the laterals are determined by analyzing 6,176 laterals and grouping them into critical values. The criteria used includes the frequency of outages and the number of customers interrupted. The laterals with the highest critical value, meaning the worse frequency rate and most customers interrupted, are prioritized. The lateral at the location in question has not met the requirements for maintenance based on the critical values analysis.

25. As for Vegetation Management, KCP&L's Vegetation Management program currently provides that circuits on the system be inspected findings corrected, on a 4-year urban and 6-year rural cycle. After scheduled maintenance trimming, work is inspected to ensure vegetation management activities were performed accordingly. In accordance with the program, KCP&L trimmed 4.35 miles of Circuit No. 6824 in February and March of 2012 at a cost of \$64,927. Then, in March of 2012, KCP&L audited the circuit to make sure the trimming was

adequate, which KCP&L records indicated to be the case. In 2013 KCP&L trimmed 2.5 miles of backbone<sup>9</sup> on Circuit 6824 in September – October at a cost of \$19,577. Then, in December of 2013, KCP&L audited the circuit to make sure the trimming was adequate, which KCP&L records indicated to be the case. The entirety of Circuit No. 6824 is scheduled to be inspected, trimmed, and audited in 2017. However, in light of Complainant’s concerns with this lateral, KCP&L is committed to including Complainant’s lateral in the queue for 2016, despite the fact that the segment servicing Complainant’s property has been properly maintained.

26. It should be noted that KCP&L is subject to reporting obligations from the Commission. Specifically, KCP&L must submit annual reliability performance reports,<sup>10</sup> as well as annual vegetation management reports.<sup>11</sup> Additionally, as a result of settlement agreement (Settlement) approved by the Commission regarding KCP&L’s purchase of Aquila assets in 2007, KCP&L had been filing quarterly quality of service reports in addition to the reliability and vegetation management reports.<sup>12</sup> The Settlement provided for penalty provisions in the event certain threshold performance levels were missed.<sup>13</sup> The Settlement also provided for elimination of the penalty provisions in the event the company met or exceeded its performance standards for the various metrics for three consecutive years.<sup>14</sup> KCP&L met or surpassed the annual thresholds for all service metrics under the provisions of the Settlement and, in fact, met the requirement to end the penalty provisions at the earliest possible time – within three

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<sup>9</sup> Backbone refers to three phase facilities.

<sup>10</sup> Docket No. 02-GIME-365-GIE.

<sup>11</sup> Docket No. 97-GIME-483-GIE.

<sup>12</sup> Docket No. 07-KCPE-1064-ACQ.

<sup>13</sup> See, *Settlement*, 07-1064 Docket, Article III, ¶ 1, Attachment 1, and Attachment 2, p. 3.

<sup>14</sup> See, *Settlement*, 07-1064 Docket, Attachment 2, p. 5.



consecutive calendar years under the Settlement.<sup>15</sup> The Commission acknowledged KCP&L's commitment to quality of service matters, and found that KCP&L no longer was obligated to file the quality of service reports due to the existence of the other performance reporting obligations. Arguably, the Commission would not have lifted KCP&L obligation to file the quality of service reports if there was any indication that KCP&L was not adequately maintaining its system.

27. As part of the reporting requirements, KCP&L notes that in 2011, Circuit No. 6824 was listed KCP&L's annual Reliability Performance Report as a worst-performing circuit,<sup>16</sup> meaning that the circuit experienced three or more faults in one year.<sup>17</sup> However, in 2012, KCP&L spent \$15,413.89 to perform capital improvements on the circuit in order to improve reliability. Circuit No. 6824 appeared on the worst-performing circuit list only the one time - in 2011. Since the performance of the capital improvements, Circuit No. 6824 has not reappeared on the annual list,<sup>18</sup> and it will not appear on the list in 2015. KCP&L took appropriate steps to address performance issues related to Circuit No. 6824, which has resulted in the circuit meeting reliability standards.

28. Despite Circuit No. 6824 appearing as a worst-performing circuit in 2011, this fact has no bearing on the instant matter and KCP&L mentions it only for disclosure purposes. The facilities in question relating to the Complaint are lateral facilities that are merely fed off of Circuit 6824. The issues relating to why Circuit No. 6824 appeared on the 2011 list related to a

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<sup>15</sup> Docket No. 12-KCPE-791-CPL, Request of KCP&L to Discontinue Reporting Requirement, ¶ 6.

<sup>16</sup> Docket No. 02-GIME-365-GIE, Report, Tables 4-, pp. 7-8, (filed May, 1, 2012).

<sup>17</sup> The Reliability Performance Report contains Reliability Metrics by which reliability is measured. Specifically, the metrics are the System Average Interruption Duration Index ("SAID I"), which reflects the average outage duration per customer served, the System Average Interruption Frequency Index ("SAIFI"), which reflects the average number of interruptions experienced per customer served, and the Customer Average Interruption Duration Index ("CAIDI"), which reflects the average outage duration that interrupted customers experienced. CAIDI can also be viewed as the average restoration time.

<sup>18</sup> See, Docket No. 02-GIME-365-GIE, Report, (filed May 1, 2013 and May 1, 2014).

guy wire in one instance, an insulator in another instance, and a cross-arm issue. The lateral line servicing Complainant's home was not involved in any of the faults, and was not the cause of why the circuit appeared on the 2011 list. However, in order to address Complainant's concerns, KCP&L is committed to including the lateral that services Complainant's home in the 2016 capital expenditures for reconstruction of the lateral line, despite the fact that the lateral is in compliance with the standards.

***Whether KCP&L has been diligent in ensuring the safety and welfare of its customers per the applicable code requirements and KCC terms.***

29. KCP&L is always concerned with the safety and welfare of its customers. As noted throughout this answer, KCP&L has constructed and maintained its facilities in accordance with the applicable requirements. Additionally, in light of Complainant's concerns with regard to the lateral servicing Complainant's home, KCP&L is accelerating the timing of its vegetation management activities on this segment of the system, and also including a reconstruction of the lateral in the improvement plans for calendar year 2016.

***What was the primary cause for the property damage that occurred during the May 20, 2015 event.***

30. KCP&L is unclear as to what specific property damage is being referred to in this question. Notwithstanding, KCP&L's investigation into the May 2015 incident involving the Complaint indicates that the cause for the outage was the downing of a primary line likely caused by a broken tree limb caused by a storm event that had occurred a few days prior to the incident. Any damage experienced by Complainant may have been a result of a lack of surge protection on the Customer side of the point of delivery. KCP&L is responsible for exercising diligence to supply continuous electric service to the Customer but cannot guarantee the supply of electric

service against irregularities and interruptions,<sup>19</sup> such as the storm event in May 2015. Additionally, KCP&L is not “liable in negligence or otherwise for any claims for loss, expense or damage (including indirect, economic, special or consequential damage)...”<sup>20</sup>

31. In addition to the facts recited above, KCP&L states that all actions taken by KCP&L, as set forth herein, were consistent with and in compliance with KCP&L’s tariffs on file and approved by the Commission.

#### **IV. MOTION TO DISMISS**

32. KCP&L moves to dismiss the Complaint in its entirety on the basis that it fails to state grounds upon which relief can be granted.

33. None of the allegations made by Complainant constitute a violation of any law, regulation, Commission Order or KCP&L tariff.

34. KCP&L has operated within its approved tariffs, Commission orders and regulations, and therefore and the Complaint should be summarily dismissed.

#### **V. CONCLUSION**

35. KCP&L has complied with its tariffs and all Commission rules, regulations and Orders. For the reasons set forth herein, KCP&L requests the Commission find there is no basis for the allegations in the Complaint and dismiss it accordingly.

WHEREFORE, KCP&L respectfully submits for Commission consideration this answer to the Complaint, and moves the Commission for an order dismissing the Complaint with

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<sup>19</sup> General Rules and Regulations § 7.06.

<sup>20</sup> General Rules and Regulations § 7.06.

prejudice for failure to state a claim upon which relief can be granted, and for any such further relief the Commission deems appropriate.

Respectfully submitted,

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**COUNSEL FOR KANSAS CITY POWER &  
LIGHT COMPANY**

## CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the above was electronically served, hand-delivered or mailed, postage prepaid, this 11<sup>th</sup> day of December, 2015 to:

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