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Filed Date: 10/10/2017
State Corporation Commission
of Kansas

BEFORE THE STATE CORPORATION COMMISSION

OF THE STATE OF KANSAS

In the Matter of a General Investigation Regarding Whether Electric Utilities Should be Considered an "Operator" of Private Underground Lines Under the Provisions of the Kansas Underground Utility Damage Prevention Act.	))))))	Docket No. 17-GIME-565-GIV

INITIAL COMMENTS OF KANSAS ELECTRIC COOPERATIVE'S INC.

COMES NOW Kansas Electric Cooperatives, Inc. (hereinafter "KEC") and submits its initial comments pursuant to the Orders of the State Corporation Commission of the State of Kansas ("Commission") issued July 27, 2017[1], and September 12, 2017[2].

KEC is the statewide service organization providing services for the rural electric cooperatives in Kansas. Formed in 1941 and headquartered in Topeka, KEC represents the interests of and provides services and programs to the electric co-ops that serve in Kansas. Services include lobbying for cooperative interests, rate and tax expertise, safety programming, and communications. KEC serves twenty-eight (28) distribution cooperatives and three (3) generation and transmission cooperatives. Kansas electric cooperatives that properly vote to deregulate are not under Commission jurisdiction for rates and other related issues as are investor-owned utilities. Therefore, for deregulated electric cooperatives, the many of the Commission's rules do not apply to cooperatives. It is likely that a staff interpretation of the Kansas Underground Utilities Damage Protection Act, K.S.A. 66-1801, *et. seq*., might be used in a complaint under that statute against a KEC member. It should be noted that each of KEC's cooperative members has different ways of addressing the issues herein; nothing contained within this document should be construed as

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1 *Order Opening General Investigation* ("17-565 Order").
2 *Order Setting Procedural Schedule and Designating Prehearing Officer* ("Procedural Order").

having application to each individual member. KEC's summary comments on the questions are provided below. We reserve the right to change or supplement any of the following responses:

I. BACKGROUND AND INTRODUCTION

1. This generic investigation arises out of a complaint proceeding filed with the Kansas Corporation Commission against Kansas Power and Light, (hereinafter "KCP&L") a jurisdictional entity. The complaint was filed by a commercial customer or customers. The complaint relates to an electric line contact incident during the installation of an underground sprinkler system at the customer's property.[3]

2. The details of the specific complaint docket before the Commission will be best summarized by the entities involved and KEC will not outline the complaint fully herein. In summary fashion, it appears that in the complaint docket, a customer hired an excavator to install a sprinkler system at on his property. The excavator called Kansas One-Call to request line markings. USIC Locating Inc. ("USIC"), a locator contractor, marked facilities in compliance with the Kansas Underground Utilities Damage Protection Act ("KUUDPA"), K.S.A. 66-1801, *et. seq*. It appears from the record that USIC marked underground facilities to the point of delivery at the transformer on the edge of customer's property, consistent with the terms of a written contract with KCP&L. USIC also marked Complainants' privately owned underground facilities between KCP&L's point of delivery and the building. The USIC marking was done as a courtesy to the customer and the excavator.

3. Upon making contact with the privately-owned underground electric line, the excavator called Kansas One Call to report the contact. In compliance with K.S.A. 66-1807, USIC

[3] See *In the Matter of the Complaint Against Kansas City Power & Light Company by Stephen and Karen Gradwohl,* Docket No. 15-KCPE-544-COM ("Gradwohl Docket").

responded to the call and returned to the Property. USIC concluded that the contact occurred with a private line.

4. As a result of the incident, the Staff of the Kansas Corporation Commission ("Staff") issued a Probable Noncompliance ("PNC") alleging KCP&L was in violation of K.S.A. 66-1806 for failing to accurately mark the location of the electric line that was hit by the excavator. KCP&L contended that USIC had properly marked the facilities at the Property and that the contact incident was not a violation of KUUDPA by KCP&L because the damage was to facilities owned by the customer. It is interesting in that docket that Staff took the position that KCP&L was the "operator" of the privately-owned lines under KUUDPA. KCP&L denied that it was the operator under KUUDPA. The Commission found that there was insufficient evidence from Staff to support an assertion that the facilities had been inaccurately marked.[4] The Commission determined that the question of whether KCP&L was the "operator" under KUUDPA, the Commission decided to undertake a general investigation since the issue would likely impact other electric or gas utility companies and could have a broader impact than what was apparent in the *Gradwohl* docket. The present generic docket was then opened for that purpose.

5. In the Commission's 17-565 Order, certain questions were listed that the Commission requests the parties specifically address. They are identified as questions A through G and will be discussed below in the order set out in the 17-565 Order.

II. COMMENTS IN RESPONSE TO THE QUESTIONS POSED

Kansas Electric Cooperatives, Inc., on behalf of our member cooperatives (hereinafter "KEC"), Respectfully asks the Commission to reject staff's proposed interpretation of the

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[4] Final Order issued January 10, 2017, p. 7.

Kansas Underground Utilities Damage Protection Act ("KUUDPA"), K.S.A. 66-1801, *et. seq*., and as its reply brief in the docket, KEC states and avers as follows:

6. The Commission, in opening this docket, asks the participants to ponder the following six questions, with component subparts:

Question A. Regarding underground electric service lines, how should the Commission interpret the term "operator" at K.S.A. 66-1802(j)?

Question B. Should the utility service provider be required to provide locates for residential underground electric service up to the location of the customer meter or the building wall of the residence, whichever is further downstream?
a. What is the risk to the customer of not providing locates under this scenario?
b. What is the risk/cost to the utility of being required to provide locates under this scenario?

Question C. For commercial customers, should the utility service provider be required to provide locates up to the building wall, the current transformer cabinet, or the customer meter, whichever is further downstream?
a. What is the risk to the customer of not providing locates under this scenario?
b. What is the risk/cost to the utility of being required to provide locates under this scenario?

Question D. If it is required to locate customer-owned facilities, should the utility service provider only be required to locate those facilities to the boundaries of the common utility easement?

Question E. What is the liability of an operator in providing locate for customers installed-owned facilities?

Question F. If an operator is not required to provide locates of customer-installed/owned facilities, should the operator be required to alert the customer to the fact that locating customer-owned facilities is the customer's obligation?

While there are innumerable arguments that can be made, KEC, on behalf of its membership, would answer all questions with the following simple sentences:

1) Expanding the term "operator," as proposed by Commission staff, exceeds the Commission's authority.

2) The Commission's staff's proposed definition is beyond any commonly accepted statutory construction.

3) Expanding the term "operator" subjects all electric utilities to unnecessary liability.

4) The Commission's staff has proposed a definition that ignores the realities of life in many parts of rural Kansas, where the either the residential or business owner of the property may extend electric services through private contractors.

5) The Commission's staff proposes a definition that ignores private property rights and exceeds the utility authority without statutory protection.

6.) Nothing prohibits, and in fact, the public is encouraged, to call"811" for utility location services on their own volition.

There are other comments KEC could make in the context of this generic docket. However, KEC believes that each of the other parties to the general investigations, including the parties to the specific complaint docket that gave rise to this general investigation docket, will provide in-depth commentary. KEC submits these comments to both addresses the Commission's inquiries and clarifies the needs of KEC's members. Each of these answers will be addressed in the discussion, below and cross-referenced to the appropriate Commission question.

KEC Comment Number 1[5]

Expanding the term "operator," as proposed by Commission staff, exceeds the Commission's authority.

7. The Kansas Corporation Commission (from now on “Commission” or “KCC”) must interpret the statute to comply with that language and intent of the Kansas legislature. It is clear, in Kansas, that a regulatory agency, such as the Commission, may only interpret, create regulations and otherwise enforce a statutory scheme within the boundaries or "4 corners' of the language of the statute. Only a court’s statutory review power is unlimited.[6] KEC's initial concern is that the Commission, as an administrative agency, is attempting to expand the definition of the term “operator.” It does not matter if other statutes under Commission jurisdiction define terms also use in the KUUPA statute. The Commission lacks the authority to expand the definition of the terms beyond the scope of the definition established by the legislature within the subject

[5] Appl;ication to Commisson questions A, B and C.

[6] “Interpretation of a statute is a question of law, and this court's review is unlimited.” State v. Patterson, 25 Kan.App.2d 245, 247, 963 P.2d 436, rev. denied 265 Kan. 888 (1998).

statute.[7] KUUDPA sets the legal obligations of the operator of underground facilities, and if an entity is not the operator, it does not have those legal obligations. If the Commission were to impose the owner/operator's legal obligations on non-operators, it would conflict with the statutory scheme adopted by the legislature under KUUDPA.[8] The legislature could have stated in the statute that the public utility was responsible for marking all facilities, including privately-owned facilities, but it did not adopt such a sweeping application in the language of KUUDPA. If the Commission now orders such an expansion, it would directly conflict with the legislature's determination that only the entities that own or operate the facilities are to be held statutorily responsible for locating those facilities.

KEC Comment Number 2)[9]

The Commission staff's proposed definition is beyond any commonly accepted statutory construction.

8. KUUDPA includes K.S.A. 66-1801 through 66-1816. K.S.A. 66-1802(j) and (p) of the KUUDPA define "operator" and "tier 1 facility" respectively as

> (j) "Operator" means any person who ***owns or operates*** an underground tier 1 or tier 2 facility, except for any person who is the owner of real property wherein is located underground facilities for the purpose of furnishing services or materials only to such person or occupants of such property. [Emphasis added]
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> (p) "Tier 1 facility" means an underground facility used for transporting, gathering, storing, conveying, transmitting or distributing gas, electricity, communications, crude oil, refined or reprocessed petroleum products or hazardous liquids.

This is the only definition relating to "operates or "operator" within the statute. It is clear that a utility is an operator of the underground facilities it holds an ownership interest in. The KUUDPA

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[7] "While a proper administrative regulation has the force and effect of law, if it goes beyond or conflicts with legislative authorization it is void." *Amoco Production Co. v. Arnold,* 213 Kan. 636, 644 (1974)
[8] *Ruddick v. Boeing Co*., 263 Kan. 494, 498 (1997) – "Administrative rules and regulations, to be valid, must be appropriate, reasonable, and not inconsistent with the law."
[9] Application to Commission questions A, B and C.

ambiguity arises as to underground facilities owned by the customer. Commision staff contends the language includes a utility. Staff argues that the utility is the "operator" of such privately-owned facilities by transporting electrons over underground lines to serve the customer and by setting certain standards for public safety purposes that have an impact on those facilities.[10]

9. KUUDPA fails to define "operates" beyond saying it is the person who "owns or operates" an underground system. It is clear what "owns" means. A person or entity holding legal title of the facilities is an owner. KUUDPA is silent about defining the word "operates." The statute essentially uses the term to define itself when it says "operator" is any person who "operates" an underground facility. This is obviously ambiguous, and further statutory construction and analysis are necessary to determine the legislature's intent.

10. A full reading of KUUDPA establishes that the term "operator" does not include a situation where the underground facilities are privately owned, and the utility company has no legal right to control such facilities similar to the control exercised by an owner (such as via a lease or management agreement). K.S.A. 66-1806(a) provides that,

> "(a) Within two working days, beginning on the later of the first working day after the excavator has filed notice of intent to excavate or the first day after the excavator has whitelined the excavation site, an operator served with notice, unless otherwise agreed between the parties, shall inform the excavator of the tolerance zone of the underground facilities of the operator in the area of the planned excavation by marking, flagging or other acceptable method.

A utility's obligation to mark its underground facilities extends only to *the operator's* underground facilities. The facilities owned by a private party, and not leased or legally assigned to a utility some manner, are not the "underground facilities of" any utility. It is not sensible to interpret the term "operator" under K.S.A. 66-1802(j) as broadly covering **any** facilities over which a utility's

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[10] Commission Staff's Post-Hearing Legal Brief filed October 5, 2016, p. 5; Commission Staff's Brief on KUUDPA Responsibilities filed August 22, 2016, p. 6.

energy flows. K.S.A. 66-1806 only requires the utility to be responsible for marking the subset of those facilities over which it actually has ownership rights. If an entity is not the operator of the line for purposes of marking the facilities under K.S.A. 66-1806, it is not the operator under the definition of that term in K.S.A. 66-1802.

11. The Commission should note that the definition of "operator" in K.S.A. 66-1802(j) excludes "... any person who is the owner of real property wherein is located underground facilities for furnishing services or materials only to such person or occupants of such property." The Kansas legislature, in enacting the KUUDPA, indicates clearly KUUDPA requirements would not apply to private owners of underground facilities. If the legislature wished to make a utility obligated for such facilities, the legislature could have done so. The term clearly looks toward an ownership interest of some type. There is no legislative intent to move the "operates" duties from the private facility owners to a utility. The Commission should not assume the authority to do that which the legislature chose not to do. Administrative agencies such as the Commission, as statutory regulators, may only act within the scope of authority granted by their authorizing statutes.[11]

12. In construing an ambiguity in a statute, "[w]ords in common usage should be given their natural and ordinary meaning."[12] The term "operate" commonly means "to perform a function; exert power or influence".[13] There is an overriding implication that a person or entity that "operates" exerts an element of control far beyond what a utility would do in the context of a privately owned underground distribution line or facility. The utility does not have ownership

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[11] *Kansas Industrial Consumers Group v. Kansas Corporation Commission,* 36 Kan.App.2d 83, 92 (2006) - "Administrative agencies such as the KCC are creatures of statute, and their power depends on the authorizing statutes; therefore, any exercise of authority claimed by an agency such as the KCC must come from the statute." See also *Burdick v. Southwestern Bell Telephone Co.,* 9 Kan.App.2d 182, 186 (1984).

[12] *Davis v. City of Leawood,* 257 Kan. 512, 517 (1995).

[13] *Merriam-Webster.com*. Merriam-Webster, n.d. Web. 20 Sept. 2017.

rights. [14] Certainly, KEC members cannot and do not control the privately-owned facilities of their members. Often, in the event of failure of those private facilities, repairs are the responsibility fo the owner, not the KEC member-cooperatives.

13. One minor, and final point, on statutory interpretation There are also rules of construction for sentences and how words terms and phrases are connected in construction. KEC does not pretend to go into all of the issues that may impact the interpretation of the phrase. However, we note the sentence construction of KUUDPA in the terms or phrase in question should also be considered. In the English sentence construction conjunctions such as the "or" in the term in question is important in looking at the interpretation of the phrase "owner or operator." The Commission staff's definition ignores the conjunction "or" in the statute as a coordinating conjunction. In simple terms, conjunctions are words that serve to join together other words or groups of words. A coordinating conjunction connects words, phrases, and clauses of equal importance. The main coordinating conjunctions are and, or, and but.[15] Logically, a term that is joined with another term, as is "owner' with "operator" in the statutory language under consideration, should be reconciled with the same or similar definitions. KEC would contend it is logical to define both terms "owner" and "operator" as having a nexus in an ownership interest in the underground facilities; either in fee simple, joint ownership, renter or a leasehold. It is not logical to reconcile the terms, absent some other definition, as implying ownership and then imposing a duty upon someone without an ownership interest, as staff's definition would impose upon a utility.

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[14] Consider also the principle of *noscitur a sociis*, "...a word is known by the company it keeps – to 'avoid ascribing to one word a meaning so broad that it is inconsistent with its accompanying words, thus giving unintended breadth to the Acts of Congress.'" *United States v. Williams,* 533 U.S. 285, 294; 128 S.Ct. 1830 (2008).

[15] *Merriam-Webster at https://www.merriam-webster.com/dictionary/conjunction*

KEC Comment Number 3)[16]

Expanding the term "operator" subjects all electric utilities to unnecessary liability.

14. While an electric public utility may impose certain standards for the owner of a private underground line, normally to protect the public safety and the utility's system, that does not rise to the level of exercising control or rights similar to ownership over those private facilities. There are counties in the state of Kansas where rural areas are not subject to zoning or other rules of construction. A KEC cooperative's requirements may be the only public protection available in that area. Those rules, if they exist, protect not only the membership but the employee from dangerous situations. However, the KEC cooperative accesses the customer's privately-owned line or other facilities for purposes of maintaining metering integrity, restricting access to higher voltage primary equipment for safety reasons and for protecting other customers' facilities from inadvertent damage. KEC member's personnel do not perform maintenance or access those facilities unless instructed to do so by the customer or unless an emergent safety issue is identified or if it is necessary to disconnect the customer for non-payment. In many instances, KEC members have automated metering, and those disconnects and reconnections are done remotely. KEC member-cooperatives personnel do not have authority to enter private property, absent some other agreement, to access private facilities. KEC members are in no way *controlling* the private facilities as an owner or operator. No matter the cooperative rules, the individual member continues to have control over how its private facilities are configured, must arrange for repair and reconstruction. Downstream of the point of delivery, the member's customer, determines the path of the facilities and the use of the power because the power and the facilities used to carry it beyond

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[16] Application to Commission questions B, C, D and E.

that point belong to and are controlled by the customer. KEC's cooperatives do not control much of the design specifications for underground service lines.

15. Since the cooperative does not own or control the private facilities, any requirement that the KEC member takes on responsibilities under KUUDPA for those lines and facilities would require KEC members to enter private property to perform those duties. KUUDPA does not provide a right of entry for a utility if deemed an "operator" under KUUDPA, that would protect the cooperative if the cooperative's member objected, possibly opening liability and subjecting the cooperative to litigation.

16. There is a point of delivery of electric services of which the utility, and normally the customer, are well aware. It may be simple to have a "bright line" rule that covers the entire state of Kansas. It would be simple to say that everything "in front of the meter" is "operated" by the service providing utility. However, such a rule ignores the development of the electric grid in rural or remoter areas of the state, ignores private property rights and would subject the utility to costs, that may be excessive, in gathering maps and locations of private facilities, tracking the same through change, modification or repair, and gathering, absent a statute which would grant such entry, permission to enter private property to repair private facilities. The current statutory framework allows the utility to mark lines, allows the utility to extend the service to the private owner as a courtesy and allows the private owner to request "811" services as they determine.

17, KEC members do not configure or install, absent another agreement, those private facilities. To require the cooperative to both enter private land AND to address damage issues in private facilities would subject employees to potential danger, subject cooperatives to the possible lawsuit and not add to the public safety.[17]

[17] See also KEC Comment Number 6.)

KEC Comment Number 4)[18]

The Commission's staff has proposed a definition that ignores the realities of life in many parts of rural Kansas, where the either the residential or business owner of the property may extend electric services through private contractors.

18. In rural Kansas, it is not uncommon for a cooperative member to install either above or underground facilities for some distance. In many instances, a member chooses to self-install facilities because the cost from the cooperative for the same work is larger than anticipated. In rural areas, there is a venerable "can do" attitude. It is not uncommon for privately constructed lines to run for some distance. Landowners often have some experience in constructing lines and other facilities for their own purposes or have access to contractors that will provide the service. Cooperatives, as noted above, may have standards. In many rural areas, there is no zoning or code enforcement that would require a governmentally approved inspection of freshly installed or repaired facilities. These realities further exacerbate the liability problems, addressed *supra*, that the Commission staff's proposed KUUDPA definition would impose.

KEC Comment Number 5)[19]

The Commission's staff proposes a definition that ignores private property rights and exceeds the utility authority without statutory protection.

19. Ownership of property is a fundamental right in the United States.[20] The Commision staff's proposed interpretation would convey upon a utility a form of "property right" in a privately owned facility. This interpretation could, in fact, rise to a level of violating the individual owners or leaseholder's fundamental rights to equal protection or due process.

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[18] Application to Commission questions B, C, D, E, and F.

[19] Application to Commission questions A, B, C, D, E and F.

[20] See, *inter alia*, Kansas Bill of rights; Section 12, No Forfeiture of Estate for Crimes, Section 15, Search and Seizures, Section 17, Property rights of citizens, etc.

Here, the Commission's interpretation of the KUUDPA statute, extending the term "operates" to a facility that is under private ownership merely by providing a service, and absent other statutory approval, may rise to an equal protection issue:

> "…The United States Supreme Court has described the concept of equal protection as treatment between classes of individuals whose situations are arguably indistinguishable. Whether the legislation passes constitutional muster depends on the relationship borne by the challenged classification to the objective sought by its creation. Chiles v. State, 254 Kan. 888, 891, 869 P.2d 707, cert. denied 513 U.S. 850, 115 S.Ct. 149, 130 L.Ed.2d 88 (1994).
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> In making an equal protection analysis, the first step is determining which level of scrutiny to apply where a statute distinguishes between classes of individuals. KPERS v. Reimer & Koger Assocs., Inc., 261 Kan. 17, 41, 927 P.2d 466 (1996). The least strict scrutiny is referred to as the "rational basis" test, which contains two substantive limitations: legislative enactments must implicate legitimate goals, and the means chosen by the legislature must bear a rational relationship to those goals. U.S.D. No. 229 v. State, 256 Kan. 232

20. KEC is concerned that the staff's interpretation could lead to litigation, unneeded accusation and a degrading of cooperative's relationships with our members. Imagine a situation wherein the owner of the real property had run an underground line from the utility distribution line at the nearest roadway to the homestead. Perhaps this owner installed line runs one-quarter of a mile. The cooperative, other than perhaps requiring certain standards, does not install or direct the installation nor does the cooperative configure the facilities installed. The owner then determines that an underground line to the workshop, garage or barn is needed. In the event the owner of real property, business or residential, take on such an effort, the cooperative- or for that matter, any Kansas electric utility- may not have authority to enter the property. The cooperative may have the maps or configuration of such a system. While the cooperative may, out of good customer relations, have a service mark such facilities, it makes no logical sense to presume or assume the cooperative, in any manner, "operates" that system, other than sending electrons to the cooperative member for that cooperative member's self-determined use.

KEC Comment Number 6.) [21]

Nothing prohibits, and in fact, the public is encouraged, to call 811 for utility location services on their own volition.

21. Kansas One-Call has implemented a widespread, comprehensive informational campaign to encourage Kansans to "Always Call Before You Dig." Kansas One-Call has, as have other states, implemented a simple calling service, "811," to facilitate location services for members of the public.[22] This campaign includes any manner of media, including advertising campaigns on television, radio and social media and a website with information. Kansas One-Call also attends various public functions to spread the word to call before digging.[23] Contractors encourage homeowners to call for location services before work is commenced that includes digging. The submitting attorneys own experience with contractors is that the contractor is adamant that the locations must be marked before work will commence. This experience includes sprinkler system repair, water line installation, deck construction and other work at personal residential locations. The media campaign also reinforces this outcome. The staff's interpretation does not necessarily lead to increased public safety. Contractors of repute within the state, organizations and the public are or should be aware of the need to "call 811 before digging."

22. In fact, the Commission appears to be very transparent with excavators and contractors about the need to ensure location services are used for projects requiring digging, even those on ground owned and operator by individuals and companies. The Commission's webpage provides information that should promote contractor's awareness is amplified by the

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[21] Application to Commission Questions B, C, D, E and F.
[22] See, inter alia, the Kansas One Call webpage at http://www.kansasonecall.com/
[23] Id..

Commission's own authority to penalize excavators that do not comply with the statutory requirements.[24] KCC's documentation provides the following definition:

> "Excavator" means any person who engages directly in excavation activities within the state of Kansas, but shall not include any occupant of a dwelling who: (1) Uses such dwelling as a primary residence; and (2) excavates on the premises of such dwelling.[25]

KCC's web page lists penalties that include feeding operations, concrete services, plumbing services and other contractors, among some orders reviewed.[26]

III. CLOSING

KEC appreciates the opportunity to provide these comments in the context of a generic proceeding, as the Commission's decisions on the questions at issue could have a serious impact on the operations of all electric utility companies in Kansas, as well as on the operations of the Kansas One-Call Center and those it serves. While it is always appropriate to remain vigilant in areas of public safety, the operation of the One-Call Center and the administration of KUUDPA by the Commission has been effective and efficient. Making major changes in how it is interpreted and applied, with the inevitable unforeseen and unintended consequences of such changes, is not necessary and will not serve the public interest.

Respectfully submitted,

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[24] *See*: Kansas Underground Utility Damage Prevention Act: Excavator And Utility Operator Obligations, KCC website at http://www.kcc.state.ks.us/images/PDFs/natural-gas/udp/uudpa_combo.pdf

[25] Id..

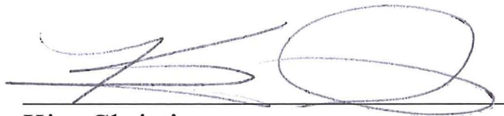
[26] See KCC webpage, Penalty Orders Issued for Violations of KUUDPA at: star.kcc.ks.gov/estar/portal/kscc/RSS/PSC/DocketSearchRssFeed.aspx?arg0=1902c5e3-da2e-427c-90f7-1aec4817a84%7cGuid&arg1=%25DPAX%25%7cString&arg2=%7cDBNull&arg3=%7cDBNull&arg4=%7cDBNull&arg5=%7cDBNull&arg6=%7cDBNull&arg7=%7cDBNull&arg8=%7cDBNull&siteUrl=%2festar%2fportal%2fkcc%2fpage%2fDockets%2fportal.aspx

VERIFICATION

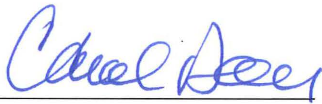
STATE OF KANSAS)
) ss:
COUNTY OF Shawnee)

Kim Christiansen, of lawful age, being first duly sworn on oath, states:

That she is an Attorney for Kansas Electric Cooperatives Inc, that she has read the above and foregoing Initial Comments of Initial Comments Of Kansas Electric Cooperatives Inc., knows the contents thereof; and that the statements contained therein are true and correct to the best of her knowledge.

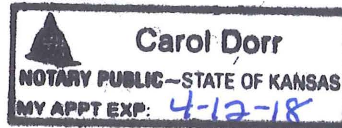


Kim Christiansen



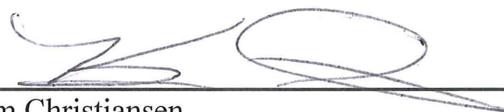
Notary Public

My Commission expires: 4-12-18



CERTIFICATE OF SERVICE

I do hereby certify that on the 10TH day of October 2017, I electronically filed via the Kansas Corporation Commission's Electronic Filing System a true and correct copy of the above and foregoing INITIAL COMMENTS OF KANSAS ELECTRIC COOPERATIVES INC. in the Kansas Corporation Commission Docket number17-GIME-565-GIV with a copy emailed to those on the list following my signature:



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