

BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS

In the Matter of the Formal Complaint)
Against Westar Energy, Inc. by Donald and) Docket No. 17-WSEE-438-COM
Dottie Murphy)

ANSWER OF WESTAR ENERGY, INC.

Westar Energy, Inc. (Westar) submits the following Answer to the Complaint filed by Donald and Dottie Murphy.

1. On or about March 21, 2017, Donald and Dottie Murphy filed their Complaint in this matter. Westar was served with the Complaint on May 8, 2017.

2. Mr. and Mrs. Murphy contend that they have a barn located near their house and that the rate for the electric service provided to the barn was improperly changed from residential to commercial one month after service was established. Mr. and Mrs. Murphy request reimbursement of the difference between the commercial and residential rates for electric service provided to their barn from 2005 through March 2017.

3. Westar denies that Mr. and Mrs. Murphy were improperly billed for electric service for their barn, denies that the rate for the barn was changed one month after service was established, and denies that any reimbursement is owed to Mr. and Mrs. Murphy. Affirmatively, Westar states as follows:

4. On June 28, 2001, temporary electric service was established for the barn. The barn was placed on the General Service Urban rate schedule because it did not meet the definition of residential service in Westar's Tariff. At that time, Section 1.02.01 of the General Terms and Conditions (GT&C) of Westar's Tariff (the version effective August 28, 2000) defined residential customers as

those whose use of utility service is principally for domestic purposes in the customer's household, home or place of dwelling for the maintenance or improvements of customers qualify of life. The primary use of utility service shall be limited to lighting, small motor, comfort space conditioning, water heating, food preparation and other non-profit household uses. Residential customer use shall also include domestic, premises served through one meter that have been converted from one to no more than 5 single-family dwelling units each having separate kitchen facilities; and, also premises in which 4 or fewer sleeping rooms are rented or available for rent. Those premises exceeding such limitations shall not be considered residential.

The barn did not have kitchen facilities or sleeping rooms and did not meet the definition of residential so was placed in the General Service Urban rate class.

5. On April 21, 2005, the electric service for the barn was transferred to permanent status with the rate code unchanged as General Service Urban. The Tariff still included the definition of residential service cited above at this time. The rate for the barn was not changed one month after service was established as indicated in Mr. and Mrs. Murphy's Complaint.

6. On February 27, 2006, changes were made to Westar's Tariffs to move towards consolidation of the Westar North and Westar South rates and rate classes. The General Service Urban class was eliminated and changed to Small General Service. As a result, Mr. and Mrs. Murphy's barn was moved to the Small General Service rate class at this time.

7. On February 22, 2017, Mrs. Murphy called Westar to request the account for the barn be put on auto payment. A Westar representative advised Mrs. Murphy that Westar could not set up auto pay for a commercial account. Ms. Murphy indicated that the barn should not be on a commercial rate because the barn is used for storage. Westar then had a field employee verify the use of the barn. After verification of the use of the barn, which occurred on February 27, 2017, Westar changed the rate for the barn to residential, beginning with the most recent read date for the meter, which was February 14, 2017.

8. The barn was eligible for residential service due to a change to Section 1.05.01 of the GT&C of Westar's Tariff that was effective on May 16, 2005. At that time, the definition of residential customer was changed to read as follow:

Residential customer shall mean those customers having single or multiple dwelling units each having separate kitchen facilities, sleeping facilities, living facilities and permanent provisions for sanitation and are served through one meter. Residential electric service shall mean the use of service principally for domestic purposes in customer's household, home, detached garage on the same premise as customer's home, or place of dwelling for the maintenance or improvement of customer's quality of life. Residential customer use shall also include domestic premises served through one meter that have been converted from one to no more than 5 single-family dwelling units each having separate kitchen facilities, and, also premises in which 4 or fewer sleeping rooms are rented or available for rent. Those premises exceeding such limitations shall not be considered residential. The primary use of electric service shall be limited to lighting, small motor usage, comfort space conditioning, water heating, food preparation and other household uses.

9. Each year between 2005 and 2017, Mr. and Mrs. Murphy received a Rate Summary insert in one of their electric bills, advising all customers to contact Westar to review possible available rates that best meet their electric needs.

10. Section 2.04 of the GT&C of Westar's Tariff indicates, in part, that

Each customer is responsible for choosing the most economical rate schedule and/or rider for which the requested Electric Service is eligible. Company, shall upon request, provide advice on the rate schedule and/or rider best adapted to existing or anticipated service requirements, as provided by customer. Company does not assume responsibility for customer's selection of rate schedules.

11. Mr. and Mrs. Murphy's barn was placed on the correct rate when service was initially established. It remained on that same rate until Westar was contacted by Mrs. Murphy requesting a change to the residential rate. Westar acted quickly upon receiving the request from Mrs. Murphy to verify the use of the barn and change the rate being charged to residential.

Pursuant to Section 2.04 of the GT&C, Mr. and Mrs. Murphy had the obligation to select the best rate based on their usage requirements. They were notified annually that they should contact Westar to verify that they were on the best rate available for their specific usage requirements but did not contact Westar to request a change until 2017.

12. As a result, Westar has not violated any provision of its Tariff and there is no basis to require Westar to refund any amount to Mr. and Mrs. Murphy for the difference between the Small General Service and Residential rates.

WHEREFORE, having fully answered, Westar Energy respectfully requests that the Commission deny the Complaint and for such other and further relief as may be appropriate.

Respectfully submitted,

WESTAR ENERGY, INC.


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VERIFICATION

STATE OF KANSAS)
)
COUNTY OF SHAWNEE) ss:

Cathryn J. Dinges, being duly sworn upon her oath deposes and says that she is one of the attorneys for Westar Energy, Inc.; that she is familiar with the foregoing **Answer**; and that the statements therein are true and correct to the best of her knowledge and belief.



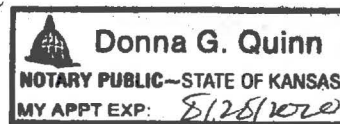
Cathryn J. Dinges

SUBSCRIBED AND SWORN to before me this 5th day of May, 2017.



Notary Public

My Appointment Expires: 8/28/2020



CERTIFICATE OF SERVICE

I hereby certify that on this 15th day of May, 2017, the forgoing Answer was electronically filed with the Commission and provided to the parties on the service list.


Cathryn J. Dinges