

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

In the Matter of the Joint Application of Mid-Kansas )  
Electric Company, LLC, Sunflower Electric Power )  
Corporation, Prairie Land Electric Cooperative, Inc., )  
Pioneer Electric Cooperative, Inc., The Victory )  
Electric Cooperative Association, Inc., Western ) Docket No. 18- MKEE-160-TFR  
Cooperative Electric Association, Inc., Wheatland )  
Electric Cooperative, Inc. and Southern Pioneer )  
Electric Company for Approval of a Local Access )  
Tariff and Mid-Kansas and Sunflower Open Access )  
Transmission Tariff. )

**PREFILED DIRECT TESTIMONY OF**

**COREY LINVILLE**

**ON BEHALF OF**

**JOINT APPLICANTS**

**October 11, 2017**

1   **Q.     Please state your name.**

2   A.     My name is Corey Linville.

3   **Q.     By whom are you employed and what is your business address?**

4   A.     I am employed by Sunflower Electric Power Corporation ("Sunflower"). By  
5           agreement, Sunflower, through its employees, operates Mid Kansas Electric  
6           Company, LLC ("Mid-Kansas"). That said, I also serve in the same position for  
7           Mid-Kansas. My business address is 2075 West St. John Street, Garden City,  
8           Kansas 67846.

9   **Q.     Would you summarize your educational background?**

10  A.     I am a graduate of Kansas State University, earning a Bachelor of Science  
11           Degree in mechanical engineering in December 1992. I became a licensed  
12           professional engineer in the state of Kansas in July 1997.

13  **Q.     Please summarize your work experience.**

14  A.     I began my employment with Sunflower in 1993 as a generation engineer. In  
15           2006, I was promoted to Manager of Generation Engineering, and in 2007, I was  
16           promoted to Manager of Generation Expansion. In 2009, I was promoted to  
17           Senior Manager of Power Supply. In that capacity, I was responsible for the  
18           power supply department, which included system operations, Energy  
19           Management System/Supervisory Control and Data Acquisition, power contracts,  
20           and resource planning. In 2013, I was promoted to Vice President, Power Supply  
21           and Delivery, a role that I'm still currently serving. I am responsible for  
22           overseeing all aspects of the power supply department, including market

1 operations, power contracts, resource planning, transmission operations planning  
2 and system operations.

3 **Q. Have you testified before the Commission in prior dockets?**

4 A. Yes. I have provided testimony in Docket No. 15-MKEE-461-TAR ("15-461  
5 Docket").

6 **Q. What is the purpose of your testimony?**

7 A. The purpose of my testimony is to support the filing of the Mid-Kansas and  
8 Sunflower Members'<sup>1</sup> Local Access Tariff ("LAT") which is administered by Mid-  
9 Kansas and Sunflower respectively. I will address the following:

- 10 1. The purpose and applicability of the LAT.
- 11 2. The reason for the filing of a revised tariff.
- 12 3. A general description of the Local System and its use.
- 13 4. An overview of the LAT.
- 14 5. How the core services outlined in the current Mid-Kansas and Sunflower  
15 Open Access Transmission Tariffs compare with the LAT.
- 16 6. The rationale and purpose for the rate stabilization and make whole  
17 provision.
- 18 7. The five-year true-up calculation for Anticipated Incremental Revenue and  
19 the rationale for including the true-up provision.

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<sup>1</sup> The Members of Sunflower are Lane-Scott Electric Cooperative, Inc. ("Lane-Scott"); Pioneer Electric Cooperative, Inc. ("Pioneer"); Prairie Land Electric Cooperative, Inc. ("Prairie Land"); The Victory Electric Cooperative Association, Inc. ("Victory"); Western Cooperative Electric Association, Inc. ("Western"); and Wheatland Electric Cooperative, Inc. ("Wheatland").

The Members of Mid-Kansas are the same as Sunflower with the exception of Southern Pioneer Electric Company, a wholly owned subsidiary of Pioneer.

1           8.     The section on penalties and their purpose.

2   **Q.     What is the purpose and applicability of the Local Access Tariff?**

3   A.     The purpose of the LAT is to set forth the process for obtaining and utilizing the  
4           34.5 kV sub-transmission systems owned by the individual distribution providers  
5           who are the Members of Mid-Kansas and Sunflower, referred to in the LAT as  
6           the Local System. The LAT defines the Local Delivery Services utilized by Local  
7           Delivery Customers to deliver either capacity or energy, or both, from generators  
8           or to loads interconnected to the Local System.<sup>2</sup>

9   **Q.     What is the Local System?**

10 A.     Dr. Al Tamimi will provide a more detailed description of the physical attributes of  
11          the Local System, but in general, the Local System is an integrated sub-  
12          transmission system made up of 34.5 kV lines and related sub-transmission  
13          facilities owned by the System Owners. These facilities provide retail service to  
14          the System Owners' retail customers and serve as a pathway for third parties to  
15          wheel capacity and energy across to service their own customers. Each System  
16          Owner owns and operates the Local System within each System Owner's  
17          Division. On the Mid-Kansas side, the individually owned systems were once  
18          owned and operated by Aquila, Inc. as an integrated system. Aquila was a  
19          vertically integrated utility and operated generation and distribution systems. In  
20          2007, Mid-Kansas acquired the Aquila, Inc. WestPlains system. The distribution  
21          assets of Mid-Kansas, including the 34.5 kV sub-transmission facilities, were

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<sup>2</sup> For purposes of this testimony, any capitalized but undefined term used herein shall have the same meaning as any capitalized term in the LAT.

1 transferred to the Members in 2007 in Docket No. 08-MKEE-099-MIS ("08-099  
2 Docket"). However, the certificate of convenience was retained by Mid-Kansas  
3 until 2014 when the entire retail distribution service territory of Mid-Kansas was  
4 divided among the Mid-Kansas Members and transferred accordingly in Docket  
5 No. 13-MKEE-447-MIS ("13-447 Docket").

6 **Q. Why is it important to understand the ownership of these lines by Aquila**  
7 **and the later transfer to the Mid-Kansas Members?**

8 A. Because Aquila was a vertically integrated utility, the Local System was built to  
9 not only serve Aquila's retail load, but also to serve the wholesale load of various  
10 local municipalities by Aquila and later by Aquila and municipal agencies. When  
11 Mid-Kansas acquired the system, various cities, municipal agencies and third-  
12 party users expressed a concern for the need for the local delivery service to  
13 continue as there were no other options in most cases for the third party to  
14 provide service to their wholesale or retail customers. When the Local System  
15 facilities were acquired by Mid-Kansas and later divided and transferred among  
16 the System Owners in the 08-099 Docket, a business structure had to be devised  
17 to continue the service that was previously provided by one utility and  
18 transitioned to service provided by one utility through the five distribution  
19 providers that own the Local System. The result was the establishment of the  
20 current Mid-Kansas and Sunflower OATTs. It should be noted that all of the  
21 current Mid-Kansas Local Access Delivery Service was on the system identified  
22 as the former Aquila system. Sunflower had some 34.5 kV facilities, but until  
23 recently, the system was used to provide bundled power supply to the City of

1 Garden City and the City of Lakin, both customers of the System Owner,  
2 Wheatland. That changed when Garden City elected to stop taking power supply  
3 from Wheatland, but continued to take Local Access Delivery Service from  
4 Wheatland. Prior to Garden City terminating power supply from Wheatland, the  
5 Sunflower OATT was established as a mirror image of the Mid-Kansas OATT.

6 **Q. When were the current versions of the Mid-Kansas and Sunflower OATTs**  
7 **established and approved by the Commission?**

8 A. The Mid-Kansas OATT was established in Docket 12-MKEE-650-TAR ("12-650  
9 Docket"). The classification of the Local System was addressed in Docket 11-  
10 GIME-597-GIE ("11-597 Docket") which has typically been referred to as the  
11 classification docket. In this contested docket it was determined by settlement  
12 that the Local System provided a local transmission service but was not  
13 classified as transmission. As reported by staff and confirmed by the  
14 Commission's order, the facilities in question were owned by the Members of  
15 Mid-Kansas who were not members of SPP, and no party asserted that it had or  
16 intended to meet SPP's requirements for control by a non-owner to place the  
17 facilities under SPP's functional control.<sup>3</sup> Therefore, regardless of the usage of  
18 the facilities or the tests used by FERC to classify electric facilities as  
19 transmission or not, the sub-transmission facilities could not be included in the  
20 SPP revenue requirement. The unanimous settlement agreement provided, and  
21 the Commission confirmed in its order, that the lines provided transmission

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<sup>3</sup> Stipulation and Agreement, at ¶ 1b., Docket No. 11-GIME-597-GIE (filed December 1, 2011); Order Addressing Joint Motion to Approve Stipulation and Agreement, at ¶¶ 8, 22, and p. 17 ¶ A, (filed January 11, 2011).

1 service under Kansas law. It should be noted that the Sunflower and Mid-Kansas  
2 Members are not subject to the jurisdiction of FERC as they are deemed exempt  
3 from FERC jurisdiction pursuant to 16 U.S.C. § 824(f). The Sunflower OATT was  
4 established in Docket No. 13-SEPE-701-TAR. To provide a single set of terms  
5 and conditions for the Local Delivery Service, the Sunflower OATT was  
6 essentially a mirror image of the Mid-Kansas OATT that already had been  
7 established.

8 **Q. When the Mid-Kansas OATT was established, what utility was the**  
9 **certificated utility for providing the Local Delivery Services?**

10 A. Mid-Kansas was the certificated utility. When the Mid-Kansas OATT was last  
11 revised and approved by the Commission, the tariff was written with the  
12 understanding that the services were being provided by Mid-Kansas as the  
13 holder of the certificate of convenience. The System Owners owned the Local  
14 System, but they were not the holder of the certificate to serve. As a result, the  
15 System Owners' Local Systems were essentially treated as divisions of Mid-  
16 Kansas, and Mid-Kansas was deemed the service provider. In fact, in my  
17 opinion, that factor has probably been a source of some of the confusion in  
18 interpreting the Mid-Kansas OATT. At the time, Mid-Kansas was, and still is, a  
19 member of SPP and governed by SPP principles, processes and policies. The  
20 Mid-Kansas OATT was written with the understanding that Mid-Kansas was the  
21 service provider for the Local Delivery Services over the Local System. In fact,  
22 the Mid-Kansas OATT clearly defines the term "Transmission Provider" as being  
23 Mid-Kansas, and the concept of Mid-Kansas filling this role was analogous to the

1 role played by SPP as Transmission Provider in the SPP Tariff. As such,  
2 mirroring the SPP Tariff language in the Mid-Kansas OATT made sense despite  
3 the fact that the SPP Tariff includes many concepts and provisions that don't  
4 apply to service on the Local System. Today, as we seek approval of the LAT,  
5 Mid-Kansas is no longer the service provider. The System Owners are. Pursuant  
6 to Docket 13-MKEE-447-MIS ("13-447 Docket"), the certificate for retail and  
7 wholesale Local Delivery Service over the Local System was transferred to the  
8 respective System Owners on November 21, 2013. The LAT language now takes  
9 into account the fact that the services previously provided by Mid-Kansas are  
10 now being provided by the System Owner. The concept of Mid-Kansas filling an  
11 analogous role to SPP in provision of service is no longer as applicable. While  
12 the initial design of the Mid-Kansas OATT was a sensible and expeditious  
13 approach, service over the Local System provided by System Owners who are  
14 not SPP Members does not present the same quantity, magnitude or complexity  
15 of issues as service in conjunction with or by an SPP member as a transmission  
16 provider. For that reason, numerous OATT provisions are no longer necessary or  
17 applicable, and this has allowed the drafting of a condensed and less-  
18 complicated tariff that better serves the System Owners and Local Delivery  
19 Customers.

20 **Q. What is the reason for filing the LAT?**

21 A. There are several reasons. First, in the 15-461 Docket, the Commission Staff  
22 recommended and the Commission ordered Mid-Kansas to revise the Mid-  
23 Kansas OATT. The Commission and its staff recognized that the current Mid-



1 Kansas and Sunflower OATTs contain some ambiguous and inconsistent tariff  
2 language. However, there are additional reasons. The current OATT was written  
3 when Mid-Kansas retained the certificate for retail and wholesale local  
4 transmission service. The certificate of convenience has since been transferred  
5 to the Members. For that reason, a revised tariff is needed to address the current  
6 status of the ownership and certificated utility.

7 Additionally, a lot has changed in how SPP provides transmission and wholesale  
8 market services since the initial Mid-Kansas OATT was approved. These  
9 changes have caused the current Mid-Kansas OATT, which includes references  
10 to outdated concepts such as multiple "Control Areas" and doesn't address new  
11 concepts such as the SPP Integrated Marketplace, to be out of date. This  
12 compels an updating to bring it current with today's services.

13 Finally, the Mid-Kansas and Sunflower OATTs are more complex than needed.  
14 While utilizing existing *pro forma* language from the SPP Tariff as the basis for  
15 the current OATTs was sensible and quick at the time the OATTs were put  
16 together, there is no question that this approach led to the inclusion of tariff  
17 provisions that were irrelevant (e.g., firm and non-firm service) or overly  
18 complicated. The proposed LAT is far more understandable, straightforward, and  
19 user friendly.

20 **Q. Does the LAT require SPP or FERC approval?**

21 A. Although I am not an attorney, my reading of the Commission Order in the 11-  
22 597 Docket makes the Commission the only regulatory approval necessary.

1   **Q.    Is this a System Owner tariff or Sunflower and Mid-Kansas tariff?**

2    A.    As I have stated, today the LAT describes services provided by the System  
3           Owners and not Mid-Kansas or Sunflower. Mid-Kansas and Sunflower merely  
4           serve as the Administrator of the tariff for the respective System Owners. The  
5           LAT provides a common set of terms and conditions and a single point of  
6           contact, as provided for in the 11-597 Docket. It should be noted for these  
7           purposes that Lane-Scott has 34.5 kV facilities but does not provide transmission  
8           service. Therefore, a tariff is not needed for Lane-Scott.

9   **Q.    Please provide an overview of the LAT for which the System Owners seek**  
10   **Commission approval.**

11   A.    The LAT describes the provisions for obtaining and utilizing Local Delivery  
12           Service. Service provisions and costs are defined for loads and resources that  
13           utilize the Local System. Two types of Local Delivery Service are described in the  
14           LAT – Load Service and Generation Service. Load Service is utilized to deliver or  
15           enable the delivery of capacity and/or energy from Local Generators to Local  
16           Load. Generation Service is utilized to deliver or enable the delivery of capacity  
17           and/or energy from a generator that is interconnected to the Local System to a  
18           delivery point that is not classified as Local Load. The LAT describes the process  
19           for applying for Local Delivery Service as well as the process for studying the  
20           requested service and determining the need for any system upgrades to support  
21           the requested service. The LAT also describes the cost allocation methodology  
22           among Local Delivery Customers for system upgrades and ongoing operating  
23           and maintenance expenses. There are penalty provisions included to discourage

1 tariff violations and manipulation of tariff provisions. The attachments to the LAT  
2 include application forms for Load Service and Generation Service, the *pro-forma*  
3 Local Delivery Service Agreement, the *pro-forma* Local Delivery Operating  
4 Agreement, and a *non-pro-forma* Local Facility Cost Allocation Agreement for  
5 required system upgrades.

6 **Q. How does the LAT compare to the current Mid-Kansas and Sunflower**  
7 **OATTs?**

8 A. The core service provisions in the current OATTs around requesting, receiving,  
9 and paying for service on the Local System are unchanged. Additionally, the  
10 three core principles of service in the OATTs are retained in the LAT. The three  
11 core principles of service are set forth in the Stipulation and Agreement in the 09-  
12 MKEE-969-TAR ("09-969 Docket").<sup>4</sup> One, Mid-Kansas will provide third parties  
13 with long term, open access transmission service from their sources of supply to  
14 their respective delivery points which now exist and may be added on the 34.5-  
15 kV and lower-voltage facilities owned by the System Owners. Two, Mid-Kansas  
16 and Sunflower, as applicable, will serve as agent for the System Owners and as  
17 the single point of contact for Local Delivery Service on the System Owners'  
18 Local System. Three, Mid-Kansas and Sunflower, as agent, will provide a single  
19 consolidated billing for the System Owners' local delivery charges.<sup>5</sup> The LAT  
20 continues these core services and principles. It also maintains a single set of  
21 terms and conditions for Local Delivery Service. Finally, it retains the

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<sup>4</sup> Stipulation and Agreement, § 9, Docket No. 09-MKEE-969-RTS (filed November, 25, 2009).

<sup>5</sup> *Id.*

1 Commission jurisdiction over Local Delivery Service. While still retaining these  
2 key service provisions and principles of service, the tariff language has been  
3 simplified and condensed to make the tariff easier to understand and more user  
4 friendly. The “ambiguities and inconsistencies” referenced by the Commission  
5 staff in the 15-461 Docket have been addressed, and outdated and irrelevant  
6 language has been removed. Provisions have been added to clarify the intent of  
7 certain sections in the current tariffs and to protect Local Delivery Customers  
8 from rate volatility caused by early termination of service and manipulation and/or  
9 violation of tariff terms and conditions.

10 **Q. The LAT mentions Divisions. Can you explain what that means and how it**  
11 **is applicable?**

12 A. As previously discussed, the Local System is made up of facilities owned by the  
13 System Owners. Each System Owner has their own revenue requirement and  
14 associated local access rate to cover the costs associated with operating and  
15 maintaining the facilities that they own. A Division is defined as a subset of the  
16 Local System that contains all the facilities owned by a specific System Owner.  
17 Divisional rates and billing determinants described in the LAT ensure that Local  
18 Delivery Customers pay for their use of the Local System based on which  
19 System Owners’ facilities they are interconnected with. The holistic provision of  
20 Local Delivery Service across the various Divisions that make up the Local  
21 System protects against pancaking of charges.

1   **Q.    You mentioned the addition to the tariff of a provision on rate stabilization**  
2       **and make-whole payment. Would you explain the provision and the**  
3       **purpose?**

4    A.   Section 6 in the LAT is the Rate Stability Make-Whole Provision. As the name  
5       implies, this section was inserted to protect wholesale and retail customers on  
6       the Local System against significant rate movement that could occur if a Local  
7       Access Delivery Customer were to terminate wholesale service prior to the end  
8       of the existing term in its service agreement. In the 11-597 Docket, Mid-Kansas  
9       and the System Owners were required to provide local planning for the Local  
10      System to meet not only the needs of the System Owners but also Local Delivery  
11      Customers that utilize the service. The planning horizon for the Local System is  
12      up to 10 years. Therefore, the System Owners are required to build, maintain and  
13      operate the Local System with a view of servicing the retail and Local Delivery  
14      Customers for an extended period of time. However, there is a legitimate growing  
15      concern that the obligation to provide services to meet the needs of wholesale  
16      customers over the long run is not coupled with a commensurate requirement  
17      that the wholesale customer continue to use and pay for the services being  
18      provided over a similar timeframe. This is evident in the recent complaint filed by  
19      Southern Pioneer against KPP in Docket 17-KPPE-092-COM. If wholesale  
20      customers can demand open access and System Owners design, build, operate  
21      and maintain the Local System to serve the wholesale customers in the long run,  
22      then it should be equally fair and appropriate that if the wholesale customer exits  
23      the Local System in an untimely manner that the other wholesale and retail

1 customers be held harmless for the departing customer's decision to leave the  
2 system. Section 6 is written to provide such protection to the retail and Local  
3 Access Delivery Customers.

4 **Q. Some would contend that this provision is inserted to protect the System**  
5 **Owners. Do you agree?**

6 A. No. This provision was inserted to protect all retail and wholesale customers that  
7 are left to cover the costs of services provided with the anticipation that all  
8 existing customers would remain on the Local System through the planning  
9 horizon. The System Owners will always be kept whole from a revenue  
10 perspective if a Local Access Delivery Customer were to exit the Local System  
11 as the remaining customers pick up the increased costs.

12 **Q. Can a Local Access Delivery Customer exit the Local System without**  
13 **paying the rate stabilization make-whole payment?**

14 A. Yes. The new Local Delivery Service Agreements provide a five-year notice  
15 provision to terminate the agreement and the associated Local Delivery Service.  
16 If the Local Delivery Customer exits after it provides the 5-year termination  
17 notice, or after the local planning process has identified an earlier date for exiting  
18 the Local System based on planned upgrades, then no make-whole payment is  
19 required.

20 **Q. Can you explain the true up provisions that appear in Sections 3.3 and 4.3**  
21 **and their purpose?**

22 A. The LAT incorporates a 5 year true up for customers who add load that in part or  
23 whole pays for Local Network Upgrades over time due to the anticipated increase

1 in load. If that load and the associated incremental revenue does not materialize,  
2 then others are left to pay for the Local Network Upgrades. The 5 year true up  
3 provision addresses that situation by requiring the customer to make up the loss  
4 of the revenue anticipated to pay for the Local Network Upgrades by trueing up  
5 at the end of 5 and 10 years. The true up also provides for a credit if the  
6 incremental revenue exceeds the anticipated revenue at the 5 year increments.  
7 The entire purpose is to ensure those that cause the cost pay the cost, or, in the  
8 alternative, are reimbursed for exceeding the revenue requirement.

9 **Q. The Penalty Provisions in Section 8 of the LAT are different than the**  
10 **penalty provisions in the current tariff. Please explain.**

11 A. The current Mid-Kansas and Sunflower OATTs have penalty provisions. The  
12 proposed LAT provides an expanded penalty section with more clarity than the  
13 current penalty section.

14 **Q. Please discuss the penalty section and the reason for greater specificity.**

15 A. The intent of the penalties in the LAT is to discourage noncompliance with the  
16 provisions in the LAT or intentional manipulation of the tariff provisions for the  
17 benefit of a given customer at the expense of the other Local Delivery  
18 Customers. Load forecasts, capacity reservations, and the balance between  
19 generation and load on the Local System are very important as they can shift  
20 costs if understated or overstated or if not made in accordance with Good Utility  
21 Practices. For those utilities that are properly forecasting, the penalty provisions  
22 should not be a concern. But for parties that do not take forecasting seriously, or  
23 worse yet, are intentionally misstating information to game the system, then the

1 penalty provisions are in place to protect all Local Access Delivery Customers  
2 from inappropriate cost shifts.

3 **Q. When you suggest a party can game the system, what are you referring to?**

4 A. If a customer provides an inflated load forecast, a study of facilities needed to  
5 serve that load could trigger an unnecessary upgrade that would provide  
6 disproportionate benefits and costs to customers within the transmission zone or  
7 the Local System. This is just an example of the potential for gaming the system.

8 **Q. Has this happened?**

9 A. We can't specifically prove that it was done, but we have had situations where  
10 the load forecast seemed totally out of line with historical data. There was no  
11 reasonable explanation for the significant increase in the forecasted load, and, if  
12 left unchallenged, the costs of the upgrades would have shifted to Mid-Kansas'  
13 transmission zone. We contacted the customer and resolved the situation. With  
14 the penalty provisions, we are hopeful that customers will police themselves and  
15 avoid the current situation which basically is a "catch me if you can" scenario.  
16 Again, we are not accusing anyone of gaming the process, but the provisions  
17 should discourage anyone from considering doing so. Furthermore, if a customer  
18 is gaming the system and continues to do so, the penalty escalates as additional  
19 instances occur. None of this should happen. If anyone has a concern or  
20 question about service, contacting Mid-Kansas or Sunflower should avoid any  
21 possibility of incurring a penalty.



1   **Q.     Do you believe the penalty section treats Local Access Delivery Customers**  
2           **fairly?**

3   A.     Yes. It should not be the responsibility of the System Owners or the Administrator  
4           to police the action of wholesale customers. Local Delivery Customers should  
5           never have a problem with the inclusion of legitimate and reasonable penalties in  
6           the LAT as these penalties protect against unnecessary cost increases and  
7           unfair cost shifts. If the customer is ever in doubt, the customer need only to  
8           consult with the Administrator, which should avoid the potential for a penalty  
9           assessment.

10 **Q.     Overall, do you consider the proposed LAT an improvement over the**  
11 **current tariff?**

12 A.     Yes. The LAT is more understandable and user friendly. It provides for the same  
13           core services and charges as before but with much simpler and clearer  
14           language. As with the current tariff, the LAT provides for a robust planning  
15           process. Aligning the planning process clearly with the terms and conditions of  
16           the LAT will help ensure a common standard of service with fair and equitable  
17           cost allocation among all users of the Local System.

18 **Q.     Finally, please summarize how the proposed LAT addresses the**  
19 **Commission's order in the 15-461 Docket.**

20 A.     In the reference order there is a general requirement to "revise the ambiguous  
21           and inconsistent tariff language" in the Mid-Kansas OATT. Some have  
22           interpreted that this is a relatively minor fix that could be addressed by editing the  
23           existing OATT language. In my opinion, addressing the Commission's order is

1 not a minor fix. The Commission offered no specific directions that we should edit  
2 existing language or keep the LAT as *pro forma* as possible. Applying SPP *pro*  
3 *forma* language, which is applicable to transmission-level service, to service on  
4 the Local System is what created much of the confusion caused by “ambiguous  
5 and inconsistent” language to begin with. The proposed LAT simplifies the local  
6 service provisions significantly while retaining the core concepts around  
7 requesting, taking and paying for service as well as retaining the core principles  
8 of service set forth in the S&A in the 969 Docket. The enhanced make-whole and  
9 penalty provisions that are included in the proposed LAT do not change the base  
10 service provisions. Rather, they reinforce compliance with the provisions to  
11 protect all rate-paying customers on the Local System. The enhanced penalty  
12 provisions discourage gaming and should contribute to fewer tariff disputes going  
13 forward which was part of the Commission’s order in the 15-461 Docket. In short,  
14 cleaner and clearer tariff language supported by stronger penalties should lead to  
15 more consistent compliance with tariff provisions and fewer disputes.

16 **Q. Does this conclude your testimony?**

17 A. Yes.

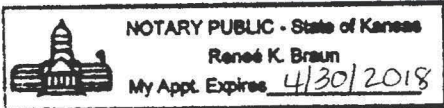
**VERIFICATION**

STATE OF KANSAS                     )  
  ) ss:  
COUNTY OF Ellis                     )

Corey Linville, being first duly sworn, deposes and says that he is the Corey Linville referred to in the foregoing document entitled "PREFILED DIRECT TESTIMONY OF COREY LINVILLE" before the State Corporation Commission of the State of Kansas and that the statements therein were prepared by him or under his direction and are true and correct to the best of his information, knowledge and belief.

Corey Linville  
Corey Linville

**SUBSCRIBED AND SWORN** to before me this 11th day of October, 2017.



Renee K. Braun  
Notary Public

My Appointment Expires: