

**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.)

REPLY OF KANSAS CITY POWER & LIGHT COMPANY

Kansas City Power & Light Company (“KCP&L” or “Company”), by and through its counsel, hereby submits its reply (“Reply”) to the *Motion to Dismiss KCP&L’s Motion and Complete Investigation* (“Motion”) of Jamie Kathleen Littich (“Complainant”) filed on January 8, 2016. KCP&L did not receive service of the Motion and became aware of the pleading on January 15, 2016, and timely submits this Reply.

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.¹ However, Staff recommended the Commission waive the provisions of K.A.R. 82-1-220(b)(1) and initiate investigation into this Complaint. On November 3, 2015, the Commission issued its Order adopting the legal memorandum of Staff, directing the Complaint be served on KCP&L.

3. On November 18, 2015, KCP&L filed a motion requesting an extension of time to file its Answer to the Complaint. The Commission granted KCP&L’s motion on November 24, 2015.

¹ Order Adopting Legal Memorandum, ¶2, issued Nov. 3, 2015.

4. On December 11, 2015, KCP&L filed its *Answer and Motion to Dismiss Complaint of Kansas City Power & Light Company* (“Answer”).

5. On December 21, 2015, Complainant filed a Motion for Extension of Time until January 8, 2016, in order “to seek adequate regulatory counsel and legal representation.”² The Commission granted Complainant’s motion on January 5, 2016.³

6. On January 8, 2016, Complainant filed its Motion.⁴

II. REPLY

7. Except as admitted or agreed herein, KCP&L denies each and every allegation and statement in the Motion. Further, KCP&L stands by the statements contained in its Answer, and will not offer additional reply to allegations previously addressed.

8. Complainant states that the photographs submitted with the formal Complaint “clearly show that the fuses are not performing their intended function.”⁵ KCP&L denies that the photographs referenced show that the fuses were not performing their intended function, as explained in greater detail below.

9. Complainant further states that “If the fault circumvented that fuse then it is likely KPCL [sic] didn’t maintain their line and its clearance requirements adequately”, yet offers no support for the statement. Whether a fault circumvents a fuse is not indicative of failure of performance, or inadequate maintenance or clearance. In this instance, the type of fault was a tree limb lying on the conductor. The presence of a limb on the conductor is not dispositive of inadequate clearance or maintenance. Unfortunately, there are times when a tree limb may come

² *Motion for Extension of Time*, p 1. KCP&L notes that it did not receive service of Complainant’s *Motion for Extension of Time*.

³ Cafer Pemberton LLC did not receive service of the Commission’s Jan. 5, 2016 Order.

⁴ KCP&L did not receive service of the Motion.

⁵ Motion, p. 2, Item 14.

into contact with utility facilities for reasons outside the control of the utility. Here, the fault circumvented the fuse because the limb did not provide an adequate conductive path to allow enough fault current to flow to the ground due to the material of the tree limb, which is wood. As a result, in this instance, people observing the event were able to see arcing. This fact does not mean that the fuses were not performing their function. As noted in KCP&L's Answer,⁶ this fault was a high impedance fault. High impedance faults are rare and beyond the control of KCP&L. Again, none of the facts alleged prove a failure to function or inadequate maintenance or clearance.

10. In Item 16, Complainant makes reference to "admitted non-code compliant installation."⁷ KCP&L made no such admission. KCP&L's facilities are compliant with the National Electrical Safety Code ("NESC"). Further, KCP&L denies that any work performed on any portion of Circuit No. 6824 or at the Complainant's location fits the description of "critical juncture" as described in Complainant's Motion, in terms of affecting the facilities' compliance with the NESC Code.

11. KCP&L denies that "it did not quickly locate...the fault" and that "the circuits did not function as...intended"⁸

12. In response to Item 19, KCP&L notes that (1) it responded to a *report* of a primary wire down,⁹ (2) it is believed, based on the nature of the fault and observations made by dispatched personnel, that the fault occurred on the secondary, (3) after the power was cut, a

⁶ Answer, p. 6, ¶21.

⁷ Motion, p. 3, Item 16.

⁸ Motion, p. 4, Item 18.

⁹ Answer, ¶9.

large tree limb was removed from the conductors, and (4) before the transformer fuse could be opened the primary conductor broke and fell against the primary neutral.¹⁰

13. Complainant alleges in Item 20 that KCP&L's use of a 20E fuse is inappropriate for a 50kVA transformer, and that a 10A fuse is "common practice" for utilities. First, Complainant offers no evidence to support this claim. However, whether one utility chooses to use a 10A fuse for a 50kVA transformer is irrelevant because it disregards the design of KCP&L's system. The type of fuse selected is based on the available fault current at a particular location. There are many types of fuses a utility company can use to protect a 50kVA/120/240 volt transformer with a variety of operating characteristics. KCP&L chose to use a 20E fuse link that has the same fuse-blowing characteristics as does the 10A fuse. This means that the time it takes for the 20E fuse to "blow-open" above this size transformer is approximately the same time as with a 10A fuse. However, of the two types of fuse schemes, the 20E standard fuse is more sophisticated than the traditional 10A fuse.

14. KCP&L's willingness to address Complainant's concerns with regard to the lateral in question¹¹ is in no way an admission of non-compliance but rather an attempt to be responsive and sensitive to the concerns of the customer. KCP&L denies any and all allegations of non-compliance.

15. With regard to Complainant's Item 29, KCP&L reports that the vegetation management activities referenced in KCP&L's Answer¹² have already been performed, as of January 8, 2016. Further, as noted in KCP&L's Answer, the reconstruction of the lateral was already included in the improvement plans and will be conducted per plan in 2016.

¹⁰ See also, Motion, p. 7, Item 30.

¹¹ Motion, p. 7, Item 25.

¹² Answer, p. 10, ¶29.

III. CONCLUSION

16. 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 Reply to the Complainant's Motion, and moves the Commission for an order dismissing the Complaint with prejudice, and for any such further relief the Commission deems appropriate.

Respectfully submitted,

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**COUNSEL FOR KANSAS CITY POWER &
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VERIFICATION

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

The undersigned, Bob Gaw, upon oath first duly sworn, states that he is a Senior Project Manager – T&D Engineering, for Kansas City Power & Light Company, that he has reviewed the foregoing Reply, that he is familiar with the contents thereof, and that the statements contained therein are true and correct to the best of his knowledge and belief.



Bob Gaw, Senior Project Manager
Kansas City Power & Light Company

Subscribed and sworn to before me this 25th day of January, 2016.



Notary Public

My commission expires:

SANDRA C. MOORE Notary Public - Notary Seal State of Missouri Commissioned in Jackson County My Commission Expires: 5/25/2017 Commission # 13717505
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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 25th day of January, 2016 to:

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