

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

In the Matter of the Complaint Against Kansas)
City Power & Light Company by Arthur J.) Docket No. 17-KCPE-433-COM
Chartrand.)

NOTICE OF FILING OF STAFF REPORT & RECOMMENDATION

The Staff of the State Corporation Commission of the State of Kansas (Staff and Commission, respectively) files the attached Staff Report & Recommendation (R&R) and states as follows:

1. Staff hereby files the attached Staff Report & Recommendation. The R&R evaluates the Complaint filed by Arthur J. Chartrand (Complainant) on March 21, 2017, against Kansas City Power & Light (KCPL) alleging violation of KCPL's Commission approved tariff. As a result of this evaluation, Staff recommends the Commission take the following action:

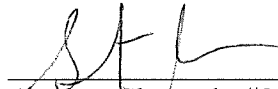
(1) In its next rate case, KCPL should modify its tariff to more clearly define "point of delivery". The modified definition should incorporate by reference examples of meter settings from KCPL's latest construction standards or provide explicit descriptions of the point of delivery for each standard type of meter set;

(2) KCPL should inspect the safety of the damaged service riser above its meter at the Complainant's residence;

(3) If the service connection does not meet applicable building codes, KCPL should notify the customer of the deficiency and refer this address to the local building code authorities for enforcement.

WHEREFORE Staff submits its Report & Recommendation for Commission review and consideration and for such other relief as the Commission deems just and proper.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Skepnek', written over a horizontal line.

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Shari Feist Albrecht, Chair
Jay Scott Emler, Commissioner
Pat Apple, Commissioner

Governor Jeff Colyer, M.D.

TO: Chair Shari Feist Albrecht
Commissioner Jay Scott Emler
Commissioner Pat Apple

FROM: Leo Haynos, Chief Engineer
Jeff McClanahan, Director of Utilities

DATE: February 7, 2018

SUBJECT: 17-KCPE 433-COM: In the Matter of the Complaint Against Kansas City Power & Light Company by Arthur J. Chartrand.

EXECUTIVE SUMMARY:

On March 13, 2017, Arthur J. Chartrand (Mr. Chartrand, Complainant) filed a Complaint alleging Kansas City Power & Light (KCPL) personnel verbally informed him KCPL would not repair or replace an electric distribution service line to a single family residence that was upstream of the KCPL designated "point of delivery". The Complainant states this policy of KCPL requires it residential customers to bear the cost of maintaining KCPL property which is in violation of the KCPL tariff approved by the Commission. Staff's interpretation of the Complainant's request for resolution is as follows: The Complainant requests the Commission to investigate the circumstances surrounding his case, require KCPL to comply with its Commission approved tariff, and to provide a clearer definition of the "point of delivery" addressed in the tariff.

Staff has reviewed the KCPL tariff in question and the set of circumstances regarding the outage at the residential home owned by Mr. Chartrand that led to this Complaint. Although the definition of the "point of delivery" is vague in KCPL's tariff, the supporting documentation provided by KCPL in its published construction standards clearly depicts the point of delivery for residential customers. However, neither the tariff nor the construction standards explicitly define the term "point of delivery".

Regarding the circumstances that led to this Complaint, information provided by KCPL demonstrates KCPL incurred at least \$620 of costs to temporarily re-install its service line that was pulled loose from its moorings by a tree branch falling from a tree owned by Mr. Chartrand. The falling tree branch caused the service line to pull and damage the service riser owned by Mr. Chartrand. Based on a photograph provided by KCPL, as of December 2017, Mr. Chartrand has not repaired the damaged service riser which may be a violation of the National Electric Code.

Regarding this Complaint, Staff recommends the following:

- In its next rate case, KCPL should modify its tariff to more clearly define “point of delivery”. The modified definition should incorporate by reference examples of meter settings from KCPL’s latest construction standards or provide explicit descriptions of the point of delivery for each standard type of meter set.
- KCPL should inspect the safety of the damaged service riser above its meter at the Complainant’s residence.
- If the service connection does not meet applicable building codes, KCPL should notify the customer of the deficiency and refer this address to the local building code authorities for enforcement.

BACKGROUND:

On March 7, 2017, KCPL was notified of a power outage at the premise owned by the Complainant. Upon arrival, KCPL noted a partially broken tree limb needed to be removed from the line. On March 8, 2017, KCPL made temporary repairs to restore service to the Complainant’s home. In its response to this Complaint, KCPL states it informed the Complainant that repairs to the conduit riser were necessary and those repairs were the responsibility of the customer. As of December 13, 2017, the Complainant had not made the necessary repairs and was still receiving service through the temporary service line restoration made by KCPL on March 8, 2017.

After being notified of the customer’s repair responsibility, the Complainant filed an informal complaint with the Commission’s Public Affairs and Consumer Protection division. The Complainant filed the subject Complaint on March 21, 2017. The main point of contention raised by the Complainant is the lack of clarity in the point of demarcation between the responsibilities of the Company and those of the Customer. Attachment 1 to this Report provides citations from the KCPL tariff that are relevant to this Complaint.

ANALYSIS:

Point of delivery: Section 1.11 of the KCPL tariff, defines the point of delivery for electric service to a single family home as the point at which the Company’s conductors make connection with the Customer’s conductors. Other than stating the obvious, the tariff offers no insight into the approximate location of the point of delivery on a typical service line connection. KCPL provides its interpretation of the point of demarcation by publishing a series of construction standards that are available on its website at:

<https://www.kcpl.com/doing-business-with-kcpl/construction-standards>

The drawings included in the standard provide the clearest *implicit* definition of the point of service by providing instructions on which party owns certain facilities and including a drawing indicating the point of demarcation by the label, “KCP&L | Customer” in the area of the weatherhead. Attachment 2 to this Report provides an example of a drawing for overhead service to a residential customer. Various types of meter/customer configurations can be found at:

https://www.kcpl.com/-/media/indexedmedia/customer_service/construction_standards/typicalresidentialoverheadservic e.jpg?la=en

Even in these more specific documents, however, the term “point of delivery” is not defined in detail. To add to the confusion, KCPL’s approved tariff in Missouri implies the point of delivery for Missouri customers “normally” ends at the load side of the meter. For KCPL Greater Missouri Operations (GMO) customers, the construction standards state that GMO is responsible for system maintenance up to the load side of the meter (see Attachment 3).

In general, licensed electricians will be employed to maintain customer facilities upstream of the customer’s load center. It has been Staff’s experience that electrical contractors work closely with the utility and understand the unwritten rules regarding point of delivery as the conductor splice points approximately 24 inches upstream of the weatherhead for overhead service installations attached to a building. For this type of meter configuration, Staff believes this point of delivery is appropriate and general accepted throughout Kansas. Because the tariff is essentially the Commission-approved contract between the utility and its customers, Staff believes the tariff should minimize the use of ambiguous terms for the customer whenever possible. With respect to the term “point of delivery”, Staff recommends KCPL incorporate by reference into its tariff the various drawings of meter configurations as examples of the point of delivery. Alternatively, Staff recommends KCPL explicitly and concisely define the term point of delivery for the various types of meter installations used by KCPL to serve its customers.

Present Condition of the Complainant’s Service: Based on our investigation, it appears that the failure of a tree branch from the Complainant’s tree caused the outage and damage to the weatherhead in question. Although KCPL’s service line was taken out of service, it apparently was not damaged. As shown in Attachment 4, however, the Complainant’s weatherhead was clearly damaged by the KCPL service line pulling it under the weight of the tree branch. KCPL responded to the report of service outage and restored the service by “temporarily” connecting the service back to the Complainant’s badly bent service riser. In its response to the Complaint, KCPL notes its service personnel described the temporary repair as having the splices at the point of delivery as taped to provide electrical insulation and that the meter can was closed and sealed. However, in its field notes, KCPL noted the temporary repair was, “left with gap where water can get in.” It is unclear if the observed gap is referring to the kink in the bent riser or to the riser connection to the customer’s meter base. In either case, Staff is concerned the possibility of water being able to enter the structure or the electric facilities could create a safety hazard. Therefore, Staff is recommending the Commission require KCPL to inspect the Complainant’s facilities to determine the safety of the electrical connection and compliance with any applicable electric codes as required by sections 6.04 and 6.06 of its tariff (see Attachment 1). If the KCPL inspection determines the Complainant’s facilities do not meet code compliance, KCPL should refer the address to the City of Lenexa or Johnson County building inspector for code enforcement.

RECOMMENDATION:

Regarding this Complaint, Staff recommends the Commission take the following action:

- In its next rate case, KCPL should modify its tariff to more clearly define “point of delivery”. The modified definition should incorporate by reference examples of meter settings from KCPL’s latest construction standards or provide explicit descriptions of the point of delivery for each standard type of meter set.
- KCPL should inspect the safety of damage service riser above its meter at the Complainant’s residence.
- If the service connection does not meet applicable building codes, KCPL should notify the customer of the deficiency and refer this address to the local building code authorities for enforcement.

ATTACHMENT 1

With respect to this Docket, relevant sections of the General Rules and Regulations of the KCPL tariff are as follows:

1.10 CUSTOMER'S INSTALLATION:

All wiring, appliances and apparatuses of every kind and nature on the Customer's premises, on the customer's side of the point of delivery. (except the Company's meter installation), used or useful by the customer in connection with the receipt and utilization of electric service supplied by the Company.¹

1.11 POINT OF DELIVERY:

The 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.²

6. 01 CUSTOMER' S INSTALLATION:

Any and all wiring, appliances, or equipment required to transform, control, regulate, or utilize beyond the point of delivery the electric service Supplied by the Company shall be furnished, installed and maintained by, and shall be the sole responsibility of the Customer.

6.04 STANDARDS AND APPROVALS:

The Customer's installation must conform with all applicable laws, the requirements of all governmental authorities having jurisdiction, the provisions of the National Electrical Code and the National Electrical Safety Code, rules, regulations, standards and reasonable requirements of the Company. All required approvals of the Customer's installation must be obtained by the Customer before the Company shall be obligated to commence or continue supplying electric service to the Customer.

6.06 INSPECTIONS AND RECOMMENDATIONS:

The responsibility of the Customer regarding his use of the electric service supplied by the Company is not set aside, and the Company shall in no way be liable, on account of any inspections or recommendations by the Company which are made as a courtesy to the Customer or as a protection to the electric service supplied by the Company to its other Customers. The Company reserves the right, but assumes no duty, to inspect the Customer's installation.

6.09 PROTECTION OF COMPANY'S PROPERTY:

The Customer at all times shall protect the property of the Company on the premises of the Customer and shall permit no person other than the employees and agents of the Company and other persons authorized by law to inspect, work on, open or otherwise handle the wires meters or other facilities of the Company. In case of loss or damage to the property of the Company on account of any carelessness, neglect or misuse by the Customer, any member of his family, or his agents, servants or employees. the Customer shall, at the request of the Company, pay to the Company the cost of any necessary repairs or replacements of such facilities or the value of such facility.³

¹ KCPL Tariff last approved in Docket 07-KCPE-905-RTS.

² *ibid.*

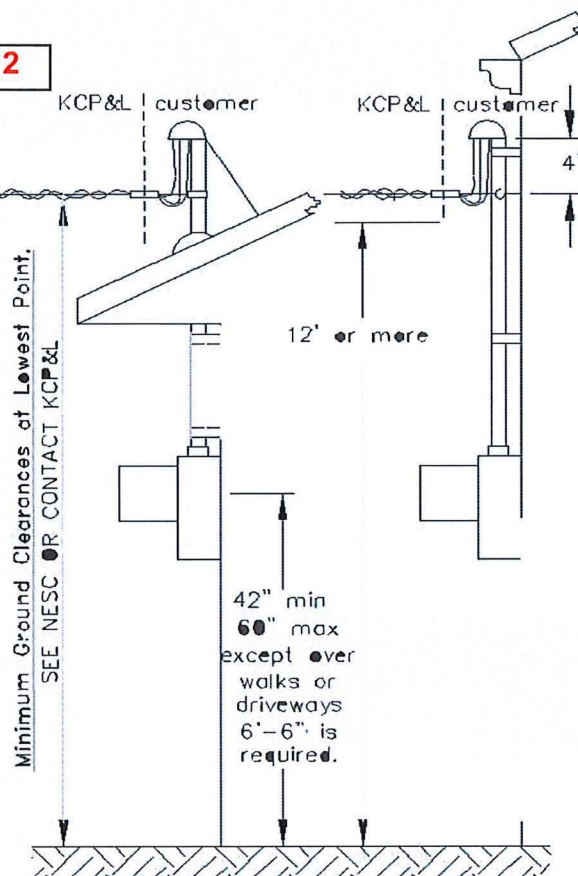
³ KCPL Tariff last approved in September 7, 1989.

Overhead services self-contained meters

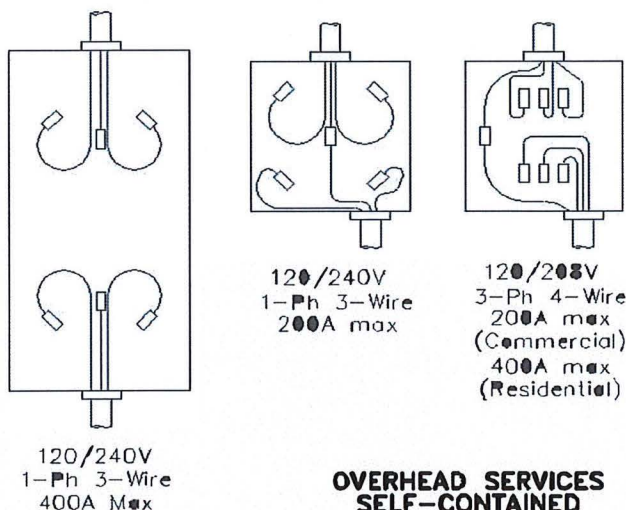
ATTACHMENT 2

NOTES

- A. Customer to own and install service entrance conductors with a minimum of 24" outside of weatherhead.
- B. Service drop connections by KCP&L.
- C. Customer to own and install the service attachment, such as service hook, wire holder or bracket on mast capable of supporting a 900 pound force. Customer to own and install service mast with entrance head. If the mast extends above the eave of the building, the service should be attached to the mast and the mast must be 2" (min) rigid galv. conduit and guyed or braced as required to support the service. If the service attachment is on the building, the mast may be rigid metal, EMT or Schedule 40 electrical plastic conduit. The height of attachment must provide the clearance to ground or to the roof line as required in the National Electrical Code.
- D. Install meter socket at least 36" away from windows and doors. (KCP&L required)
- E. Customer will furnish and install approved meter socket and hub.
- F. Customer's service entrance conductors and conduit are to be sized in accordance with the NEC.
- G. Customer must not use meter enclosure to terminate or enclose his system ground.
- H. Provide some slack ahead of terminations in the meter socket to allow for future maintenance.
- I. Color-code conductors according to NEC.



Typical Connections by Customer



Customer furnished and owned material:

DESCRIPTION

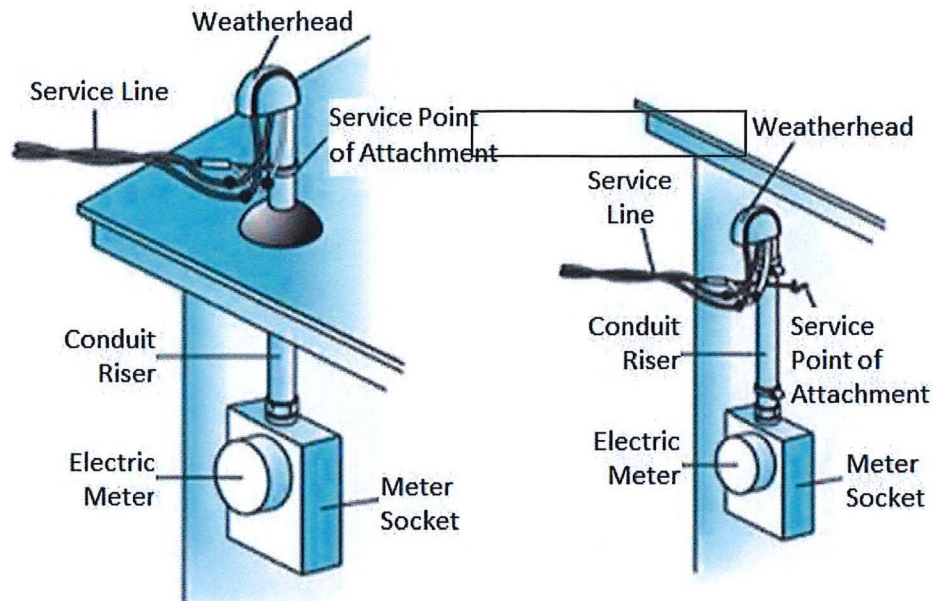
hub
meter socket
entrance head
conduit straps
conductor
service mast
#6 Cu ground wire
1/2"x8' ground rod

OVERHEAD SERVICES SELF-CONTAINED METERS

DWG REV: 03/29/10 DWG: 520.1-3

ATTACHMENT 3

The Company does not design, plan, install or maintain the customer's wiring or electric equipment. The responsibility for installation and maintenance of service equipment depends on the service area.



For residential services in the [KCPL-KS](#), [KCPL-MO](#), and [GMO-L&P](#) territories the Company will install and maintain the service line and electric meter. The customer is responsible for installing and maintaining the service point of attachment, weatherhead, conduit riser and meter socket. This is best accomplished by a licensed electrician and may require a local inspection.

For residential services in the [GMO-MPS](#) territory the Company will install and maintain the service line and electric meter. The Company will maintain the weatherhead and meter socket after it is installed by the Customer. The customer is responsible for maintaining the service point of attachment, conduit riser when it passes through the roof, and entrance cable to the service panel.

When extending electric service to customers, the route and location of Company facilities, including lines and services shall be determined by Company pursuant to the extension policy contained in the Company's Rules and Regulations on file with the Missouri Public Service Commission and Kansas Corporation Commission. The location and route of facilities installed shall be in conformance with good practice for the overall electric distribution system taking all factors into consideration including safety, present and estimated future capacity requirements, and overall installation costs.

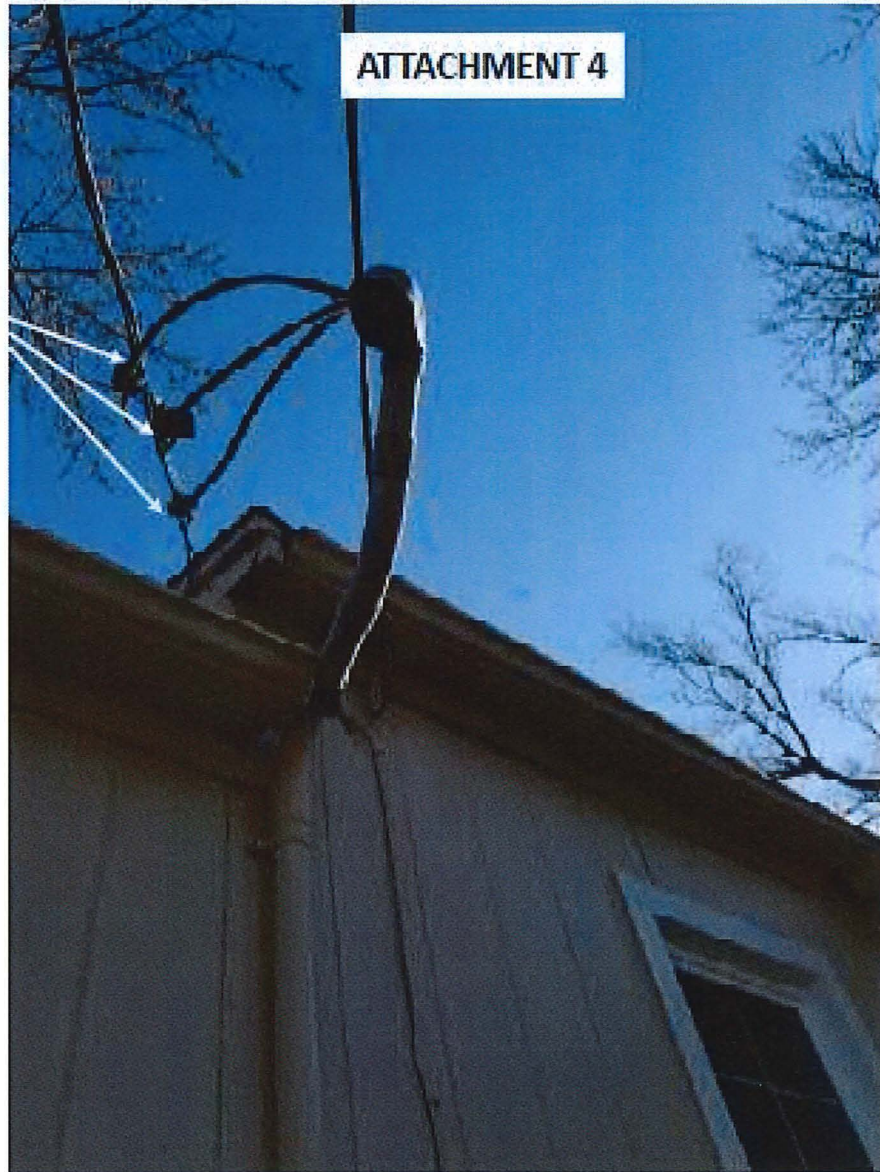
INSPECTION AND CERTIFICATION OF CUSTOMER'S WIRING

New wiring and [alterations](#) in wiring in many municipalities are required by law to be approved by the local electrical inspector's office prior to being connected by the Company. The Company shall not render service until the Company receives approval(s) from the appropriate City, County or State Governing Body. Depending on the complexity of the work, the Company may need to inspect the wiring outside the customer's home one last time. The Company will schedule a service crew to connect the new service following receipt of approval from the customer's jurisdiction.

The responsibility of the customer regarding his/her use of electric service supplied by the Company is not set aside and the Company shall in no way be liable on account of any inspections or recommendations by the Company which are made as a courtesy to the customer or as a protection to the electric service supplied by the Company to its other customers. The Company reserves the right but assumes no duty to inspect the customer's service installation. Company personnel inspect only the customer's service equipment and conductors to assure compliance with these Electric Service Standards.

ATTACHMENT 4

Point of Service



CERTIFICATE OF SERVICE

17-KCPE-433-COM

I, the undersigned, certify that a true and correct copy of the above and foregoing Notice of Filing of Staff Report and Recommendation was served by electronic service on this 13th day of February, 2018, to the following:

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