

Although the definition of the "point of delivery" is vague in KCP&L's tariff...

See letter of Chief Engineer Leo Hayes dated February 7, 2017 in this matter and attached to *Notice of Staff Report*.

4. The statement by KCP&L page 1, para 2 is absolutely false that:

...in 2017. At that time, Mr. Chartrand was informed the restoration was temporary and he would need to have the service mast repaired as the service riser is owned by the Complainant. KCP&L cannot take responsibility for the safety of a Customer's facilities.

5. The fact is KCP&L representatives first appeared in April of 2017 and insisted the repair was safe, fine and up to code. The undersigned actually grilled the three KCP&L service technicians to the contrary. The undersigned also requested Lenexa Code inspectors visit and inspect the KCP&L repair. Lenexa code inspector, Jeff Maines, stated while mast *might be* replaced, it presented no safety code issue. This is the reason this whole complaint was filed with the KCC in the first place.
6. KCP&L, with apparent and very troubling cooperation and support of KCC staff, now seem to suggest retaliation against the undersigned by trying to get the local code enforcement of Lenexa back out to change its position.
7. Kansas Tariff 1.11 filed in 1997 says the **point of delivery** is:

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."

A top linguist would have a heyday deciphering that line which was likely drafted by KCP&L. It sure sounds like "**at the meter**" to most regular folks.

8. One must also note that under **KS Tariff Rule 6.09** that a “Customer” may not “inspect, work on, open or otherwise handle the wires, meters or facilities of the Company.” Only employees and agents of the Company or *authorized by law* may do so. So, a customer is prohibited from touching anything on KCP&L’s side of the point of delivery. One can safely assume KCP&L or any utility would enforce the same against a Customer if in its economic interest or would pursue theft charges.
9. By contrast, Missouri Tariff 1.10, which *is almost identical*, but **updated by KCP&L in 2015**, states point of delivery clearly:

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. Normally, for a residential Customer, the point of delivery is at the Company’s meter where the Company’s service conductors terminate.

10. The theory is that the electricity and the responsibility to get it to the customer is that of the utility until the electricity is metered and **delivered** for use.
11. One can easily note every other utility follows this same rule.

Water: A Customer is responsible for the entire water line but only *after the meter* (usually at the middle of the yard; the water company is responsible for meter and delivery to meter).

Gas: Customer is only responsible for the gas line *after* the meter, gas company up to and through the meter.

Sewer: Customer is responsible for sewer line *to the junction box* (usually at street). The city is responsible for the junction box on.

Cable: Customer is only responsible for inside wiring and even then, *only after*, the cable box.

12. While KCC staff and we agree the Kansas Tariff of 1997 is unnecessarily vague, it should be construed against KCP&L. KCP&L must be required to follow the law, regulations and tariffs it drafted and filed. “The rule that the terms of written instruments generally are construed against the scrivener cannot be ignored.” See *T.R., Inc. of Ashland v Brandon* 32 Kan App 2nd 649, 654 87 P 3rd 331

(2004). Any other position simply challenges ones reading of the tariff and unnecessarily places a burden on all Kansas homeowners. This is also a “burden” a sophisticated electric utility can easily meet economically much cheaper versus the cost and danger to a homeowner to maintain the same.

13. A pre-meter mast repair can be made easily at the time of the line repair for literally a few dollars in parts and perhaps ten minutes extra time. Requiring a customer to do so entails:

- Finding a qualified electrical contractor and obtaining bids.
- The contractor must visit the property and order parts.
- The contractor must then contact KCP&L to schedule a removal the meter.
- The repair work must be completed.
- The contractor must again contact KCP&L to inspect the work.
- The meter must have a reinstall work order and then scheduled to do the actual re-install.

14. The cost of the above can easily approach \$750 or more **and leave the customer without electricity for up to ten days**. The undersigned has personally experienced exactly that time delay in the past. KCP&L dispatch will never guaranty a time to act. One literally has to have an electrical contractor “with a friend” at KCP&L to get this done in any timely fashion.

15. The equitable solution is to require KCP&L to repair any pre-meter delivery conduit ***and if necessary***, charge the customer some reasonable fee (perhaps \$ 50 to \$100) for doing so. Any other result is totally inequitable, unfair and unreasonably costly to customers. It places a huge burden upon the elderly, disabled and those of fixed or limited income.

WHEREFORE, the undersigned respectfully submits to the Commission that it order KCP&L to comply with its filed tariff *or alternatively*, file a plan that is equitably fair and reasonable to all Kansans to provide for the repair and or re-installation of any pre-meter condition to maintain electrical service.

Respectfully submitted,



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CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the above was electronically served via the same method served upon it, **being via email**, this 2nd day of March 2018 to all parties and counsel of record.



Arthur J Chartrand