

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

IN THE MATTER OF THE COMPLAINT AGAINST)
)
EVERGY KANSAS CENTRAL, INC., Respondent)
) DOCKET NO. 24-EKCE-608-COM
by)
JEFFREY F. VAN PETTEN, DVM, Complainant)
)
)
)

ANSWER OF EVERGY KANSAS CENTRAL, INC.

COMES NOW Evergy Kansas Central, Inc. (hereinafter “Evergy”) and respectfully responds as follows to the Complaint:

1. On or about March 1, 2024, Jeffrey Van Petten (“Mr. Van Petten or Complainant”) filed his Complaint in this matter. The Commission authorized service on Evergy of the Complaint in an Order on March 12, 2024, and service was completed after that.

2. Mr. Van Petten alleges that he was harassed by an Evergy contractor who was acquiring easements for a transmission project and that Evergy did not adequately address damages from construction of a transmission line on his property.

3. Evergy takes every complaint seriously and has committed itself to address the allegations of this customer. Employees of the Real Estate Services, T&S Large Construction, and Transmission Engineering groups have researched, analyzed and offered resolutions for the complaints, but the Complainant has expressed that his interest in complicating Evergy’s relationships exceeds his desire to resolve his issues.

4. The Complaint appears to arise from Evergy’s obligations under its Tariff Schedule General Terms and Conditions 7 Company’s Service Obligations regarding Evergy’s alleged

operations, namely that Evergy did not exercise reasonable care in performing work on Evergy facilities on the Complainant's property.

5. This is not a complaint regarding rates, rules, regulations, or practices. It appears to concern alleged discreet acts by representatives of Evergy.

6. Evergy exercised reasonable care and has met or exceeded commercially reasonable standards while performing its work and communicating with the Complainant. There is neither allegation nor fact supporting any willful or wanton conduct by Evergy. Rather, Complainant is unhappy and dissatisfied.

7. This project at issue was for the maintenance of an existing double circuit 69 kV line constructed in the late 1920's, which was constructed on lattice towers, by replacing it with a single circuit 115kV transmission line on single steel poles. The new design standards required Evergy to widen the corridor from the existing 100' width to a 125' corridor width, visualized as the width of the tree trimming.

8. The Complainant owns a tract of land upon which the line is located. When the parties could not agree to modifications of the easement so as to define the corridor width his property was part of an eminent domain proceeding, award, payment, and then the proceeding work to remove the existing line and replace it with the new one. The replacement work caused damage to his property, which Evergy has mitigated and sought to repair or pay him to have the work done himself so that he would be satisfied with it.

9. Upon review of the allegations, Evergy knows the following as of this date:

a. Compaction damage from multiple vehicles driving in the easement, loss of grass production last year and years to come, and reseeding Brome: there was four acres of

grass damaged where crews drove to do the work. Evergy has offered \$5,000 for these items, which is very fair for 4 acres of grass.

b. Access. Prior to construction, on April 19, 2022, crews arrived to install a culvert in a water crossing near the Complainant's north property line, but he strongly requested that they open up, improve and utilize an existing 2-track path to the north, which led to a gate on his north property line. At his request, Evergy added additional gravel as necessary along the existing 2-track path and removed some trees to widen it, which was probably more expensive than installing a culvert but a willing accommodation made by Evergy. These improvements were at his request and remain at his request. No compensation is appropriate.

c. Oil from broken line and servicing machine that dug holes 11/2/2022. Evergy's construction manager has enquired with its contractor who indicated that a very small amount of oil may have been present on the property and that everyone present, including Mr. Van Petten, agreed that the oil should be put with other materials on the "Spoils Pile," which is where the material taken out of a hole when dug for a pole is moved. Mr. Van Petten asked that the "Spoils Pile" be deposited at a specific location near the creek on his property. He did not raise any other concerns regarding oil on the property at that time.

d. Horses among cables 10/03/22. During the process of lowering the historical electric wires, Evergy crews failed to lower the wires to the ground surface and left them suspended within a few feet /varying heights from the ground. The Complainant contacted Evergy's field agent, who contacted the construction supervisor who responded that all crews had left and it would corrected in the morning. Evergy confirmed with

Complainant afterwards that the work was completed and he confirmed that no horses or livestock were harmed as a result of this incident. Evergy has offered \$200 for time spent moving his 3 or 4 horses that were present to a pasture to the north of his property.

e. Harassment by Evergy employee getting easements. Complainant did not like the original field agent who was sent to his property to negotiate an easement and convey that Evergy would be required to file an eminent domain proceeding if they could not come to an agreement. Evergy has no records of impropriety or any contemporaneous complaints about the field agent's activities being improper.

10. Evergy has worked with Mr. Van Petten to address his complaints, but he has continued to make unreasonable demands, not acting in good faith or engaging in meaningful discussions.

WHEREFORE, Evergy respectfully requests that the Commission deny the Complaint, determine that Evergy's offer of \$5,500 was fair, reasonable and appropriate under the circumstances of this proceeding, that Evergy has treated the Complainant respectfully and politely despite his disagreements, and for such other relief as would be just and equitable.

Respectfully Submitted,

/s/ Cathryn J. Dinges

Cathryn J. Dinges, #20848

Sr. Director & Regulatory Affairs Counsel

Evergy Kansas Central, Inc.

818 S. Kansas Ave.

PO Box 889

Topeka, KS 66601-0889

cathy.dinges@evergy.com

STATE OF KANSAS)
) ss:
COUNTY OF SHAWNEE)

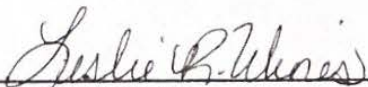
VERIFICATION

The undersigned, Cathryn Dinges, upon oath first duly sworn, states that she is Senior Director and Regulatory Affairs Counsel for Evergy Kansas Central, Inc. and Evergy Kansas South, Inc., that she has reviewed the foregoing pleading, that she is familiar with the contents thereof, and that the statements contained therein are true and correct to the best of her knowledge and belief.



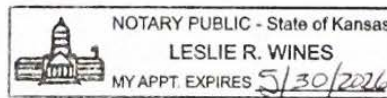
Cathryn J. Dinges

Subscribed and sworn to before me this 22nd day of March, 2024.



Notary Public

My Appointment Expires *May 30, 2026*



CERTIFICATE OF SERVICE

I, the undersigned, certify that a true copy of the above and foregoing has been served by means of electronic service on the 22nd day of March 2024.

CATHRYN J. DINGES, SR DIRECTOR &
REGULATORY AFFAIRS COUNSEL
EVERGY KANSAS CENTRAL, INC
818 S KANSAS AVE
PO BOX 889
TOPEKA, KS 66601-0889
Cathy.Dinges@evergy.com

JEFFREY F VAN PETTEN
JEFFREY VAN PETTEN DVM
4861 Dettlor Rd.
Meriden, KS 66512
Jeff@meriden-animal.com

BRIAN G. FEDOTIN, GENERAL COUNSEL
KANSAS CORPORATION COMMISSION
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
b.fedotin@kcc.ks.gov

AHSAN LATIF, LITIGATION COUNSEL
KANSAS CORPORATION COMMISSION
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
a.latif@kcc.ks.gov



Cathryn J. Dinges