



the side of the house. The service entrance was furnished and installed by the customer. Attached as Exhibit A is KCP&L's 1951 construction standard. Over time, material (service conductor) and best practices evolved and as a result, in 1973, KCP&L began requiring the customer to install and maintain the service mast and weatherhead. Attached as Exhibit B is KCP&L's 1973 construction standard.

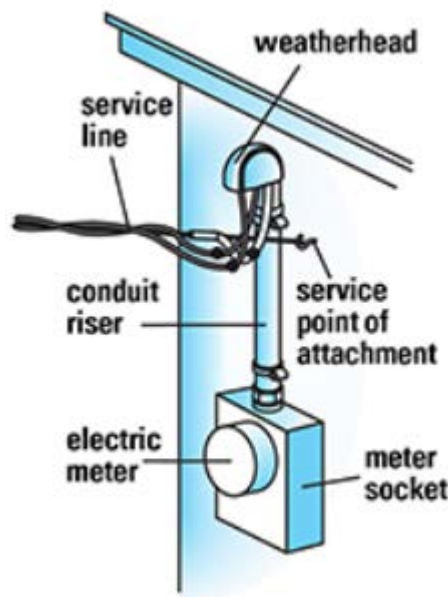
5. In 2007, the previous owner of the Property upgraded service to the Property. The customer was required to meet the construction standards in place at that time. Attached as Exhibit C is the 2007 construction standard, which clearly demarcates what is the responsibility of the Company and what is the responsibility of the Customer, and by definition the point of delivery. The 2007 construction standard states:

- A. Customer to own and install service entrance conductors with 24" beyond 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 900-lbs force. Customer to own and install service mast with entrance head.

Thus, the point of delivery is at the service drop connections which are 24" beyond the customer's weatherhead. See dotted line in diagram in Exhibit C which establishes the point of delivery at the service drop connection. The current construction standard, which is attached as Exhibit D, is the same as the standards from 1973 and 2007 in that it requires customers to install and maintain service conductors, service masts and weatherheads.

6. During a storm on March 7, 2017, the Company sustained damage to its service line providing electricity to the Property. The service line, located at the rear of the Property was damaged when a tree limb from the Complainant's tree overhanging the service line fell on the

Company's service line. The Complainant also sustained damage to his mast (conduit riser) attached to his Property, pulling the conduit riser away from the side of the Property. The picture below is a view of a typical service entrance, and is intended to provide context only. References in this Answer including exhibits to the "conduit riser" and "mast" are both references to what is depicted below as the "conduit riser".



7. On March 8, 2017, temporary repairs were made by KCP&L to restore the Complainant's electric service, and the Complainant was informed by KCP&L that necessary repairs to the mast were Complainant's responsibility.

8. On March 8, 2017, the Complainant filed an informal complaint with the Commission alleging that KCP&L is responsible for repairs to the mast.

9. On March 10, 2017, KCP&L responded to the Commission and indicated that the Complainant is responsible for repairs to the mast under provisions of the Company's tariff.

10. On March 21, 2017, the Complainant filed a formal complaint with the Commission requesting “a formal inquiry, assistance and ruling.”

11. As of May 18, 2017 the Complainant has not repaired his mast. The connectors at the weatherhead are taped and the meter can is closed and sealed. Both the service line and the service point of attachment are well above minimum height requirements.

### **III. APPLICABLE TARIFFS**

12. Under its Commission-approved tariffs, KCP&L is responsible for its facilities up to the point of delivery,<sup>1</sup> and the Customer is responsible for installing and maintaining all wiring, appliances or equipment beyond the point of delivery.<sup>2</sup> The point of delivery is defined as “[t]he 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.”<sup>3</sup> The customer's installation is defined as “[a]ll 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.”<sup>4</sup>

13. KCP&L's tariffs also set out the Customer's service obligations. The standards and Approvals section states: “The Customer's installation must conform with all applicable laws, the requirements of all governmental authorities having jurisdiction, the provision of the National Electrical Code, and the National Electrical Safety Code, rules, regulations, standards

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<sup>1</sup> General Rules and Regulations § 7.04-.05.

<sup>2</sup> General Rules and Regulations § 6.01.

<sup>3</sup> General Rules and Regulations § 1.11.

<sup>4</sup> General Rules and Regulations § 1.10.

and reasonable requirements of the Company.”<sup>5</sup> The Company memorializes its construction practices in its construction standards. Specific current construction standards are available to the general public on KCP&L’s web site at [www.kcpl.com/customer-service/construction-standards](http://www.kcpl.com/customer-service/construction-standards). The standards applicable to residential service are found in the Company’s Electric Service Guide for Residential Construction (“Guide”), which provides at p. 6, note 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.”

14. KCP&L further notes that its construction standards for residential service with respect to customer’s installation is similar to The Empire District Electric Company (“Empire”) and Westar Energy. Empire’s Rules and Regulations, Chapter III, Service Specifications, Equipment Furnished provides: “The Company will furnish and install the Company’s service drop and the meter. The Company may furnish a meter socket for a fee but will not install the meter socket unless it is to be mounted on Company equipment. All other equipment will be furnished by the customer and installed by the customer’s electrician according to Company specifications. Specifications and division of responsibility with respect to installation of electrical service and the service entrance equipment are available to the customer and/or customer’s representative upon request at any Company office or Company website.”<sup>6</sup> Similarly, Westar Energy’s General Terms and Conditions, Customer’s Responsibility provides: “Customer shall be responsible for all electric wiring and equipment on customer’s side of the point of delivery and shall save Company harmless against all claims for injuries and/or damages

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<sup>5</sup> General Rules and Regulations § 6.04.

<sup>6</sup> The Empire District Electric Company, Rules and Regulations, Chapter III, A.2.

to persons or property resulting from the supplying and taking of electric service of the use thereof on customer's side of the point of delivery."<sup>7</sup>

#### **IV. ANSWER TO COMPLAINT**

15. Except as admitted or agreed herein, KCP&L denies each and every allegation and statement in the Complaint.

16. KCP&L is without knowledge regarding the allegations contained in paragraph 1<sup>8</sup> of the Complaint and therefore denies the same.

17. KCP&L denies the allegations contained in paragraph 2 of the Complaint.

18. KCP&L denies the allegations contained in paragraph 3 of the Complaint.

19. KCP&L is without knowledge regarding the allegations contained in paragraph 4 of the Complaint and therefore denies the same.

20. KCP&L is without knowledge regarding the allegations contained in paragraph 5 of the Complaint and therefore denies the same.

21. KCP&L admits that paragraph 6 contains the language contained in Rule 1.11 of its tariff. KCP&L denies all other allegations contained in paragraph 6.

22. KCP&L admits that paragraph 7 contains the language contained in section 1.10 of KCP&L's tariff on file with the Missouri Public Service Commission and applicable for service to its Missouri customers. KCP&L denies all other allegations contained in paragraph 7.

23. KCP&L admits that paragraph 8 contains portions of Rule 6.09 of its tariff. KCP&L denies all other allegations contained in paragraph 8.

24. KCP&L denies the allegations contained in paragraph 9 of the Complaint.

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<sup>7</sup> Westar Energy, General Terms and Conditions § 6.02.01.

<sup>8</sup> Because the Complaint does not contain numbered paragraphs, the Company has enumerated the paragraphs in the attached Exhibit E.

25. KCP&L is without knowledge regarding the allegations contained in paragraph 10 of the Complaint and therefore denies the same.

26. KCP&L denies the allegations contained in paragraph 11 of the Complaint.

27. KCP&L is without knowledge regarding the allegations contained in paragraph 12 of the Complaint and therefore denies the same.

## **V. MOTION TO DISMISS COMPLAINT**

28. The Commission ruled in its May 11, 2017 Order that the Complainant satisfied the procedural requirements for filing a Complaint as set forth in K.A.R. 82-1-220, which provides that formal complaints filed with the Commission shall:

- (1) fully and completely advise each defendant and the commission as to the provisions of law or the rules, regulations or orders of the commission that have been or are being violated by the acts or omissions complained of, or that will be violated by a continuance of acts or omission;
- (2) set forth concisely and in plain language the facts claimed by the complainant to constitute such violations; and
- (3) state the relief sought by the complainant.

29. Complainant states multiple times that KCP&L is not complying with its tariffs; however, KCP&L can find only one instance where Complainant provides “full and complete advice” as to the provisions of law, rules, regulations and orders of the Commission Complainant alleges KCP&L is violating.<sup>9</sup> That alleged violation regards KCP&L’s General Rules and Regulations Tariff Section 1.11 which reads:

Section 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.

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<sup>9</sup> See Complaint, p. 2.

30. There is no evidence or allegation in this case that the Company owns the wiring, mast, conduit or other installation on the Property. The point of delivery is at the service drop connections which are 24” beyond the customer’s weatherhead. As the Company has shown above, KCP&L does not own the wiring, conduit or other installation at the Property and is not responsible under its tariffs to maintain the Complainant’s installation, as has been the Company’s standard since 1973. The Complainant owns the mast and is responsible for installing, repairing or replacing it.

31. KCP&L has addressed each of the allegations regarding violation of these provisions of law, rules, regulations and orders of the Commission and has shown that no violation has occurred.

32. 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 Answer to the Complaint, and moves the Commission for an order dismissing the Complaint with prejudice, and for any such further relief the Commission deems appropriate.



Respectfully submitted,

/s/ Roger W. Steiner

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Robert J. Hack (KS #12826)

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Roger W. Steiner (KS #26159)

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Kansas City Power & Light Company

One Kansas City Place

1200 Main Street – 19<sup>th</sup> Floor

Kansas City, Missouri 64105

Facsimile: (816) 556-2110

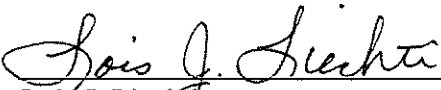
**ATTORNEYS FOR KANSAS CITY  
POWER & LIGHT COMPANY**

**VERIFICATION**

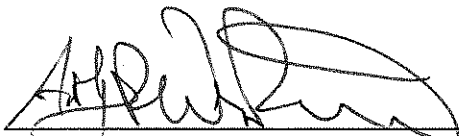
STATE OF MISSOURI       )  
                                          ) ss.  
COUNTY OF JACKSON    )

I, Lois J. Liechti, being duly sworn, on oath state that I am Director – Regulatory Affairs of Kansas City Power & Light Company, that I have read the foregoing *Answer to Complaint and Motion to Dismiss* and know the contents thereof, and that the facts set forth therein are true and correct to the best of my knowledge and belief.

KANSAS CITY POWER & LIGHT COMPANY

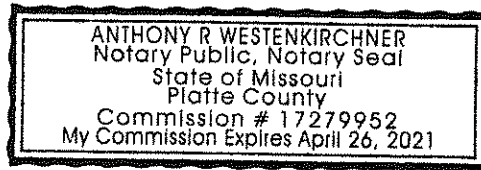
By:   
Lois J. Liechti

The foregoing was subscribed and sworn to before me this 30<sup>th</sup> day of May, 2017.

  
Notary Public

My Commission Expires:

4/26/2021



**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 30<sup>th</sup> day of May, 2017 to all parties and counsel of record.

*/s/ Roger W. Steiner*

Roger W. Steiner

## From November 1951 KCP&L Service Standards

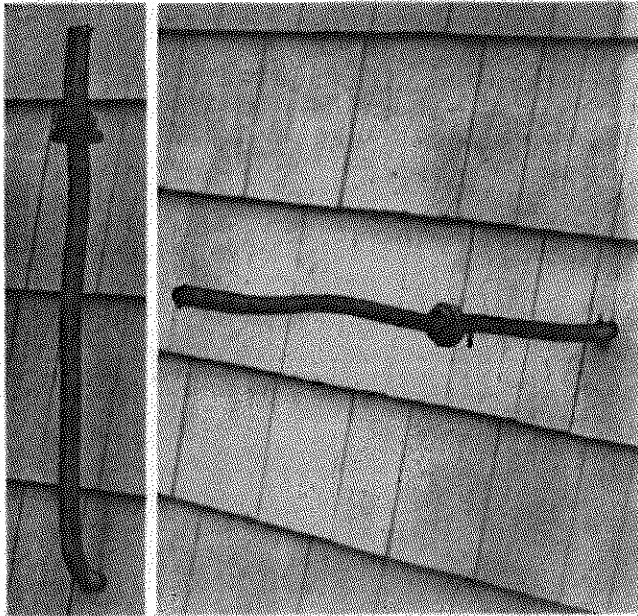


Fig. 2

### TYPICAL RESIDENTIAL SERVICE ENTRANCE, USING APPROVED TYPE CABLE

Picture on left shows entrance to come in bottom of socket.

Picture on right shows entrance to come in back of socket.

Service entrance cable furnished and installed by Customer.

Page Thirty-two

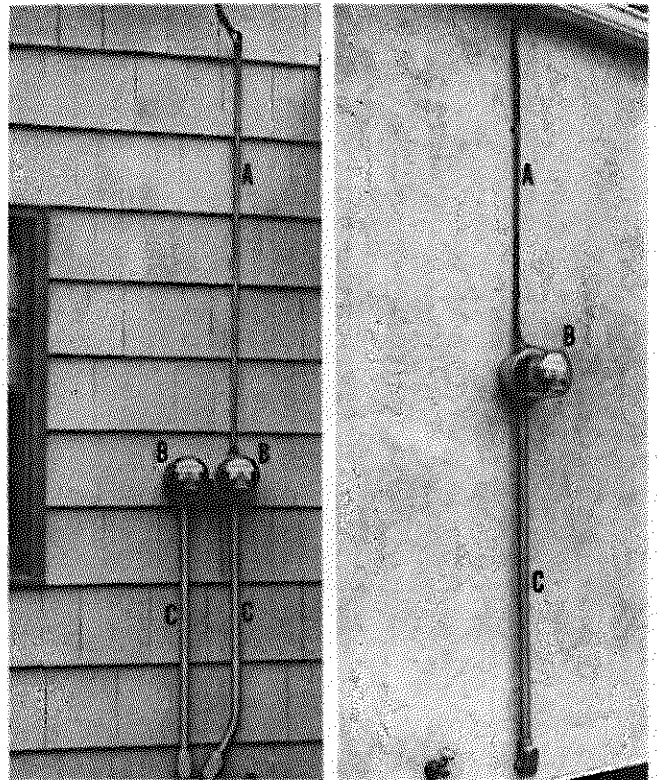


Fig. 3

### TYPICAL OUTDOOR RESIDENTIAL INSTALLATIONS

A—Service cable furnished and installed by Company.

B—Meter and sockets furnished and installed by Company.

C—Service entrance furnished and installed by Customer.

Page Thirty-three

# From 1973 KCP&L Service Standards

SERVICE AND CONNECTIONS BY KCPL

CUSTOMER TO OWN AND INSTALL THE SERVICE ATTACHMENT SUCH AS SERVICE HOOK, WIRE HOLDER, OR BRACKET ON MAST CAPABLE OF SUPPORTING 900# STRAIN.

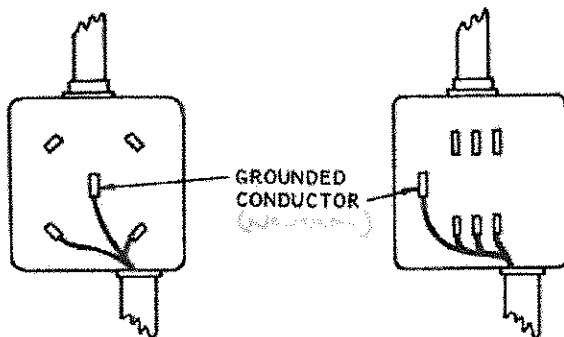
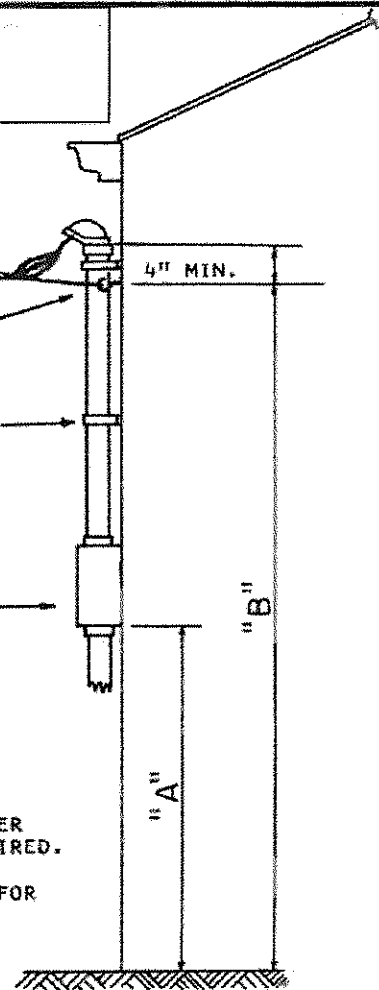
CUSTOMER TO OWN AND INSTALL UL APPROVED 2" SERVICE MAST WITH ENTRANCE HEAD. IF MAST EXTENDS ABOVE THE EAVE OF THE BUILDING, THE SERVICE WILL BE ATTACHED TO THE MAST.

THE HEIGHT OF ATTACHMENT MUST PROVIDE THE CLEARANCE TO GROUND OR TO THE ROOF LINE AS CALLED FOR IN THE NATIONAL ELECTRICAL CODE.

CUSTOMER TO INSTALL METER ENCLOSURE AND 2" HUB FURNISHED BY KCPL.

DIMENSION "A" IS GENERALLY 5', EXCEPT OVER WALKS OR DRIVEWAYS, WHERE 6'-6"± IS REQUIRED.

DIMENSION "B" IS 10' OR MORE, AS CALLED FOR IN ART. 230-24 AND 230-26, NATIONAL ELECTRICAL CODE.



120/240V 1 PHASE 3W  
240V 3 PHASE DELTA  
480V 3 PHASE DELTA

120/208V 3 PHASE 4W  
277/480V 3 PHASE 4W

TYPICAL CONNECTIONS BY CUSTOMER

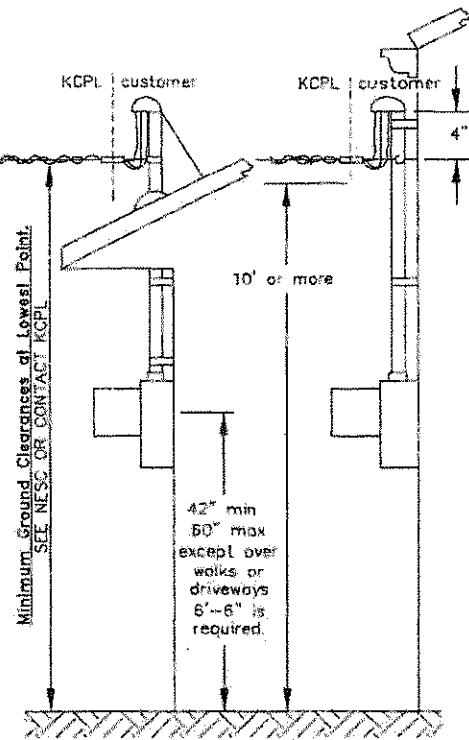
OVERHEAD SERVICES  
TRIPLEX OR QUADRAPLEX CABLE  
SELF CONTAINED METERS

K.C.P. & L. CO. 12-5-72 DWG. N 816R

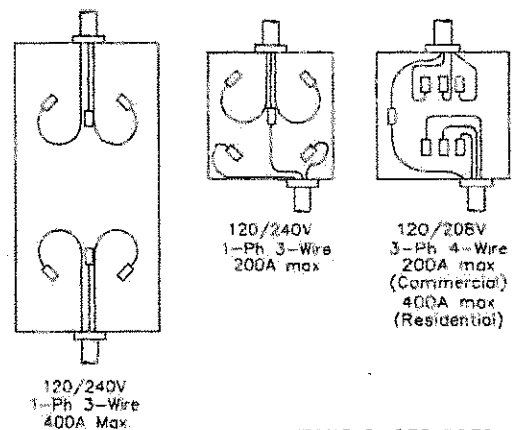
## D - Drawings

### NOTES

- A. Customer to own and install service entrance conductors with 24" beyond 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 900lbs force. Customer to own and install service mast with entrance head. If the mast extends above the eave of the building, the service will 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 called for 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 shall 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
#8 Cu ground wire
1/2 x 8" ground rod

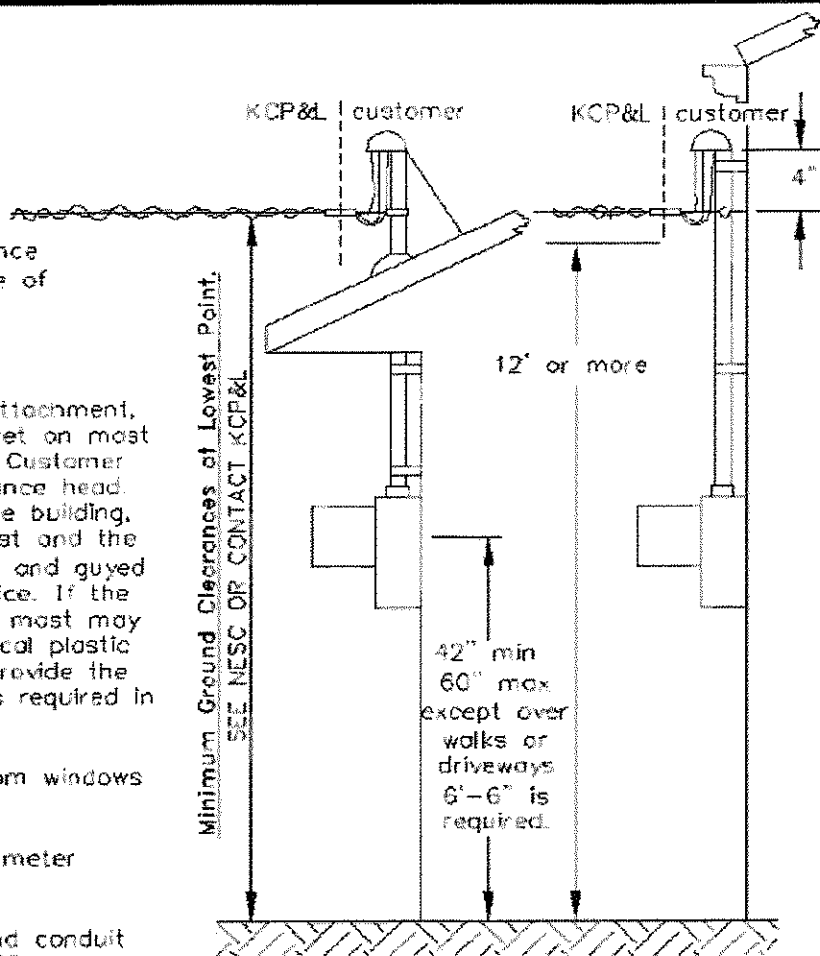
### OVERHEAD SERVICES SELF-CONTAINED METERS

DWG REV: 10/30/06 DWG: 520.1-3

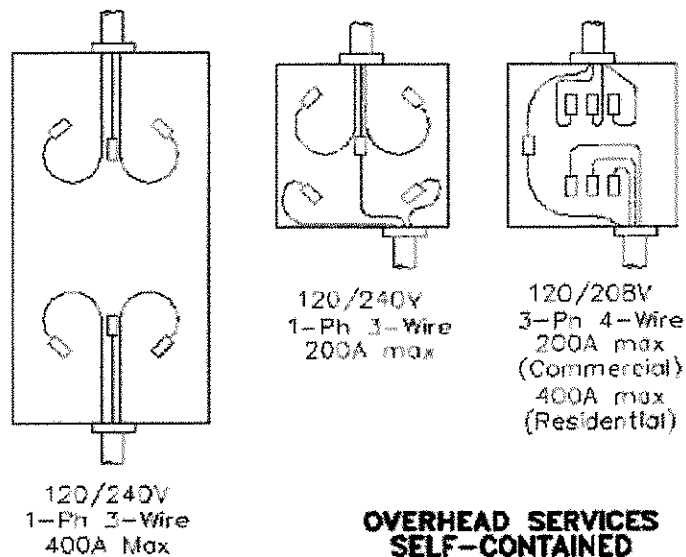
Overhead services self-contained meters

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



OVERHEAD SERVICES  
SELF-CONTAINED  
METERS

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

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

# CHARTRAND LEGAL MANAGEMENT, INC.

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March 13, 2017

Phone : 785-271-3105 Email: b.fedotin@kcc.ks.gov

Mr. Brian Fedotin  
Deputy General Counsel  
1500 SW Arrowhead Rd.  
Topeka, KS 66604-4027

2017.03.21 16:45:06  
Kansas Corporation Commission

**Re: Electric Utility responsibility for downed power line service to a residence.**

Dear Fedotin,

1 I have filed an oral telephonic complaint via Mr. Steve Boyd of your office. Mr. Boyd was very helpful. This letter makes this a formal complaint and request for a formal inquiry, assistance and ruling.

2 KCPL has taken the "position" based (reportedly upon its own traditional practice and/or internal tribal law) that it will not repair or replace a downed power line to a residence to the "point of delivery." KCPL will not put this "position in writing. However, this position was stated in numerous phone and in person visits by KCPL agents. Instead, KCPL forces Kansas homeowners to replace KCPL's own delivery conduit at homeowner's expense in violation of filed tariffs in Kansas. This could be a major and illegal cost shift to homeowners without legal or contractual approval.

3 We are well aware that KCPL will insist that it is not responsible for maintenance or repair of any conduit or "mast" that exists above and pre-delivery of a residential meter. They will cite years of practice, internal procedures, manuals and instructions to staff. It is a carefully memorized defense. What KCPL fails to cite is applicable contract, contract law, statute or regulation. They also ignore tariffs they wrote and filed with the state.

4 I fully trust that the KCC will zealously investigate and require KCPL to live up to its legal obligations.

5 For brevity, I assume little need to cite all definitions or file an extended brief with you on all background. Thus far, everyone concurs the issue is the "point of delivery" and that an electric utility is responsible for everything *on their side*, the homeowner on the other. [See Kansas Tariff Rule 6.01.]

6 We would also cite the following:



6 (cont.) Kansas Tariff 1.11 filed in 1997 says the **point of delivery** is:

6 (cont.) 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."

6 (cont.) A top linguist and any judge would have a heyday deciphering that line which was likely drafted by KCPL. It sure sounds like "at the meter" to most regular folks.

7 Mo Tariff 1.10, which *is in an almost identical* rule, but **updated by KCPL in 2015**, states it even more clearly:

7 (cont.) 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.**

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 KCPL's side of the point of delivery. One can safely assume KCPL or any utility would enforce the same against a Customer if in its economic interest or pursue theft charges.

9 The theory is that the electricity and responsibility to get it to the customer is that of the utility ***until*** the electricity is metered and ***delivered*** for use.

10 One can easily note every other utilities follow this same rule.

- 10 (cont.)
- 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.

11 Why the Kansas Tariff of 1997 is unnecessarily vague is also unclear but it should be construed against KCPL. KCPL must be required to follow the law, regulations and tariffs it drafted and filed. 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.

12

We look forward to your findings and action. This certainly affects many Kansas homeowners especially after recent storm activity.

Sincerely,

A handwritten signature in black ink, appearing to read 'Arthur J. Chartrand', with a long horizontal flourish extending to the right.

Arthur J. Chartrand  
AJC/pt

cc: Sen Robert Olson, Chair, Kansas Senate Utilities Committee