

BEFORE THE STATE CORPORATION COMMISSION  
OF THE STATE OF KANSAS

In the Matter of the Complaint Against )  
Westar Energy, Inc. by Lonnie and Patricia ) Docket No. 20-WSEE-096-COM  
Dalrymple )

**ANSWER OF WESTAR ENERGY, INC.**

Westar Energy, Inc. (Westar) submits the following Answer to the Complaint filed by Lonnie and Patricia Dalrymple (“Mr. and Mrs. Dalrymple”).

1. On or about August 28, 2019, Mr. and Mrs. Dalrymple filed their Complaint in this matter. Westar was served with the Complaint on September 25, 2019.

2. Mr. and Mrs. Dalrymple contend Section 7.06.02(c)(iv) of the General Terms and Conditions (“GT&C”) of Westar’s Tariff is unreasonable because it requires customers to take responsibility for trenching and conduit when a direct buried underground service line fails and is discriminatory because it treats residential customers differently from landlords and mobile home park owners. They also contend that Westar violated Section 311C of the National Electric Safety Code (“NESC”) by leaving the temporary service line on the ground when restoring their service.

3. Westar denies all of the allegations in Mr. and Mrs. Dalrymple’s Complaint.

4. Mr. and Mrs. Dalrymple lost power on July 21, 2019, due to a failed direct buried underground service line. Westar restored power utilizing a temporary service line and informed Mr. and Mrs. Dalrymple that they would need to install three-inch conduit, including any trenching and backfilling, before Westar would be able to install the permanent service line.

5. Westar initially laid the temporary service line across the ground in order to quickly restore Mr. and Mrs. Dalrymple’s service. Westar returned on July 30, 2019 to install the

temporary service in conduit and 2x6s were installed on either side of the conduit running across the driveway for easier vehicle access.

6. Mr. and Mrs. Dalrymple have indicated that they will not take responsibility for installing the conduit and trenching; therefore, permanent service has not yet been restored at their residence.

**Westar's GT&C – Section 7.06.02(c)(iv)**

7. Section 7.06.02(c)(iv) provides:

c) In the event of a failed existing underground direct buried service line,

i) The Company will install a temporary above ground service line to reestablish temporary service to the customer.

ii) The customer will properly install three-inch conduit, including any trenching, and backfilling in accordance with service standards, and all federal, state, county, and city code requirements.

iii) Upon completion of item ii) the Company will provide, install in customer provided conduit, and terminate up to 135 feet of underground electric service line and reestablish permanent underground electric service.

iv) The Company will provide a reasonable reimbursement to the customer to cover up to 135 feet of trenching and backfill costs associated with the underground service, not to exceed \$1,000. Reimbursements will normally be provided through bill credits for residential customers and through direct payment for landlords and mobile home park owners.

8. This section of the GT&C was recently reviewed, revised, and approved by the Commission as just and reasonable in Docket Nos. 15-WSEE-580-COM (“15-580 Docket”) and 18-WSEE-328-RTS (“18-328 Docket”). Paragraph 12 of the Stipulation and Agreement approved by the Commission in the 15-580 Docket, where the terms of Section 7.06.02(c)(iv) were reviewed in detail, stated:

Westar agrees to seek revisions in its next general rate proceeding to its General Terms and Conditions applicable to the repair/maintenance/replacement of direct-buried service lines. These revisions shall further detail the rights and responsibilities of customers who have direct-buried or conduit-enclosed service lines, and shall permit the Commission the opportunity to review polices related to such. Specifically, these revisions shall ensure Westar customers experiencing a direct buried service line failure do not bear the reasonable costs associated with repair and/or replacement of such service lines. Nothing in this Agreement is intended to restrict any Party from arguing any position regarding what are the reasonable costs associated with the repair and/or replacement of failed direct buried underground service lines in future Westar proceedings.<sup>1</sup>

The changes contemplated by this Stipulation and Agreement were proposed by Westar and approved by the Commission in the 18-328 Docket and are reflected in the current version of the GT&C.

9. The provisions of Section 7.06.02(c)(iv) requiring the customer to take responsibility for conduit and trenching but then allows reimbursement for the cost of a standard installation is consistent with certain principles seen throughout Westar's Tariff. These principles require Westar to pay for the most economical form of service for customers, the cost of which is paid by all customers through electric rates. If an individual customer wants or requires something more or something different, that individual customer is responsible for paying the cost difference. This ensures that all customers are not subsidizing a decision made by the individual customer for service that costs more than standard service. Because the trenching and installation of conduit for an underground service line typically occurs across a customer's backyard, it is reasonable to require the customer to coordinate that installation so they can control the location and manner in which the work is done, so as to have the least impact on their other uses of the yard. If the customer's specific circumstances or choices regarding the installation lead to costs in excess of

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<sup>1</sup> Joint Motion to Approve Stipulation and Agreement, 15-580 Docket, ¶ 12 (Jan. 23, 2018).

the standard installation (the allowance for \$1,000), the customer is responsible for that additional cost.

10. There is a difference in how Section 7.06.02(c)(iv) treats residential customers compared to landlords and mobile home park owners because landlords and mobile home park owners are not the individuals who have electric service with Westar. Thus, Westar is not able to credit an electric bill in these situations and issuance of a check is necessary. Such a distinction is reasonable and not unduly discriminatory because it is based on this difference in circumstances.

11. Section 7.06.02(c)(iv) has recently been reviewed and found to be just and reasonable by the Commission and the Complaint offers no valid reason that the Commission's recent findings should be overturned.

#### **NESC – Section 311C**

12. Section 311C of the NESC provides, in part: “For emergency installations, supply and communication cables may be laid directly on grade if they are guarded or otherwise located so they do not unduly obstruct pedestrian or vehicular traffic and are appropriately marked.”

13. Westar complied with this requirement by initially restoring service using an insulated service line that posed no safety issue for Mr. and Mrs. Dalrymple or for vehicles driving across the line in the driveway. Westar then later returned and added additional protections for the temporary service line, making vehicle access even more convenient. There is no basis to suggest that Westar violated the requirements of Section 311C of the NESC.

14. Westar can remove the temporary service line if it is bothering Mr. and Mrs. Dalrymple; however, this would result in a loss of electric service at their house until they comply with their obligations to install trenching and conduit so that a permanent service line can be installed.

WHEREFORE, having fully answered, Westar Energy respectfully requests that the Commission deny the Complaint and for such other and further relief as may be appropriate.

Respectfully submitted,

WESTAR ENERGY, INC

*/s/ Cathryn J. Dinges*  
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#### CERTIFICATE OF SERVICE

I hereby certify that on this 7<sup>th</sup> day of October, 2019, the foregoing Answer was electronically served on the following parties of record:

COLE BAILEY, LITIGATION COUNSEL  
KANSAS CORPORATION COMMISSION  
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TOPEKA, KS 66604  
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Additionally, the foregoing Answer was mailed to the following parties of record:

LONNIE & PATRICIA DALRYMPLE  
17391 HOLLINGSWORTH ROAD  
BASEHOR, KS 66007

*/s/ Cathryn J. Dinges*  
Cathryn J. Dinges