

BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS

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

**RESPONSE OF LONNIE AND PATRICIA DALRYMPLE
TO STAFF REPORT AND RECOMMENDATION AND TO
EVERGY KANSAS CENTRAL, INC.'s RESPONSE TO
STAFF REPORT AND RECOMMENDATION**

COME NOW Lonnie and Patricia Dalrymple ("Consumers") and submit the following Response to the Report and Recommendation ("R&R") ("Response") filed by the Kansas Corporation Commission ("Commission") Staff ("Staff") on March 5, 2020, and to Evergy Kansas Central Inc.'s ("Evergy") Response to Staff R&R ("Evergy Response"), filed on March 9, 2020.

I. BACKGROUND

1. On August 28, 2019, Consumers filed a formal complaint following the failure of the direct buried service line at Consumers' residence, and Evergy's response to the repair of such failure. In their complaint against Westar Energy, Inc. (now known as "Evergy Kansas Central, Inc." and herein referred to as "Evergy") Consumers alleged that Evergy violated: (a) the terms and conditions of its tariff; and, (b) certain National Electric Safety Code ("NESC") standards regarding the repair of the failed direct buried service line at Consumers' residence.
2. On October 7, 2019, Evergy filed its Answer to the complaint denying all allegations, and claiming that it did not violate its tariff nor the NESC standards.
3. On March 5, 2020, Staff filed its Report and Recommendation, recommending the

Commission order, in part:

- a. The Commission dismiss Consumers' complaint, concluding that Evergy is following its tariff with respect to the allocation of cost for the replacement of Consumers' failed service line.
- b. Staff's estimate of a \$1,000.00 maximum disbursement is sufficient to cover excavation costs for the Consumers' restoration.
- c. Staff believes there is a possibility that excavation costs for an average service line will exceed \$1,000.00 in the future, and therefore recommends the applicable section of Evergy's tariff be revisited in the next general rate case and update the reimbursement amount as necessary.
- d. The Commission should require Evergy to set clear guidelines that are provided to a customer regarding the length of time a "temporary" line may remain in operation for any condition that requires temporary service. Staff further recommended that length of time not exceed sixty (60) days.

4. On March 9, 2020, Evergy Kansas Central filed Response to Staff R&R.

5. On March 13, 2020, Consumers filed a Motion for Enlargement of Time to File Response to Staff's Report and Recommendation, requesting an extension until March 30, 2020 to file its response.

6. On March 18, 2020, Litigation Counsel assigned to this matter informed Consumers that due to the impending temporary shutdown of various State of Kansas offices as a result of the COVID-19 pandemic, Consumers would have until April 6, 2020 to file this Response, when the Commission would reopen. Therefore, Consumers file this Response consistent with that direction.

II. DISCUSSION

A. *This Issue Affects Far More Customers than Just Consumers*

7. The Commission may wonder why residential consumers have taken the extreme measure of following through with a Formal Complaint in this matter. Consumers' risk, at most,

is several thousand dollars to provide the pathway needed for Evergy to place the replacement service line. Consumers did not make the decision to take on “the” mighty energy company lightly, but in going through this process, Consumers are more convinced than ever they made the right decision to bring this important issue directly to the Commission’s attention because of the far-reaching impact related to Kansas customers with underground/direct buried service lines.

8. In 2015, the owner of multiple mobile home parks in Evergy’s territory, S&J Investments et al., (“S&J”) filed a complaint against the company (Docket No. 15-WSEE-580-COM). The crux of that complaint was the same as Consumers regarding the responsibility of Evergy and its customers for direct buried service lines, and the allocation of cost between the two parties for repair of such failed service lines. In the 2015 matter, the parties entered into a Stipulation and Agreement (“S&A”) that was approved by this Commission and required Evergy to revisit its tariff provisions governing these issues for direct buried service lines in its next rate case. Evergy also agreed to pay 100% of the costs of repair for each of failed service lines at S&J properties.

9. Evergy revised the applicable General Terms and Conditions provisions of its tariff in Docket No. 18-WSEE-328-RTS (the “2018 Rate Case”). According to paragraph 35 of the Non-Uniform Stipulation and Agreement in that case, the tariff revisions proposed by Evergy were recommended by Staff representative, Mr. Leo Haynos. As Staff points out in its R&R, Evergy estimates that the Evergy part of the combined company serves 362,000 customers with underground service lines, with approximately 137,000 customers served by direct buried service lines. These numbers are consistent with Mr. Haynos’s Direct Testimony in the 2018 Rate Case. These numbers do *not* include underground/direct buried service lines in the Kansas City Power & Light (“KCP&L”) part of the combined company, but it is likely not a far leap to make that the

numbers from the KCP&L side look similar. Conservatively, it's possible that approximately 500,000 Evergy customers in Kansas are served by underground service lines.

10. Also according to paragraph 35 of the S&A, the parties agreed that Evergy would review its construction standards to determine if there are reasonable methods for Evergy to use to reduce the cost of conduit installation in direct buried underground scenarios. That order was issued in September 2018. It would not appear that Evergy has addressed its construction standards for more cost-effective methods as ordered by the Commission in that order.

11. S&J filed its complaint in 2015, which was ultimately resolved in 2018. As a result of that case, Evergy revised its tariff provisions to attempt to address failed buried service line issues in 2018. Consumers filed its complaint in 2019. In 2020, Staff's R&R acknowledges that the proposed resolution in Consumers' matter (reimbursement up to \$1,000.00) may be insufficient for future cases, and that such issue should be addressed in Evergy's next general rate case. There is a pattern here, and it is to continue pushing the same issue down the road, which is not in the best interest Evergy customers in Kansas, nor the public interest generally.

12. Only because Consumers' service line failed was it made aware of the responsibilities expected of Consumers regarding installation of the path for Evergy to replace its failed service line. It seems that S&J et al. only became aware of the responsibilities allocated to it by Evergy's tariff after its lines failed as well. Will every Evergy customer with a direct buried service line find out its tariff-mandated cost responsibilities only when its service line fails? With the potential for the issue to arise with hundreds of thousands of customers, and Staff already acknowledging that the proposed solution for Consumers may be insufficient for future customers, is a general investigation and effective solution not warranted? If not, is Evergy's tariff, as it stands today, unduly discriminatory against customers with direct buried service

lines? This issue simply cannot wait until Evergy's next general rate case.

B. *Evergy's Tariff Remains Deficient*

13. If following the tariff means informing the customer of the tariff and presenting unachievable solutions, then indeed Evergy has followed the tariff. With respect to Consumers' situation, however, Consumer maintains that Evergy violated its tariff by forcing a change in Consumers' "point of delivery". For failed direct buried service lines, Section 7.06.02 (c) of the General Terms and Conditions of Evergy's tariff specifies that "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." Consumers' failed service is at least 160 feet of ground run and 190 feet of electrical wire. The tariff in place in 1979 did not have a specified line length limitation (Evergy Response to Staff Interrogatory No. 6). The current tariff specifies a line length constraint of 135 feet, which is only satisfied by changing the point of delivery in the design presented to Consumers on July 26, 2019 (Exhibit A page 1 Route 1 of Formal Complaint). Evergy's tariff implies that underground service will be restored without changing the point of delivery. Consumers' service cannot be restored given the constraints of the Service Standards and the tariff provisions without a change in point of delivery or change in the beginning point of service line (the transformer). Evergy did not present a design which changed the beginning point of service line.

14. If the reason for not considering moving the beginning point of service line is the customer would be required to pay for changes in service, then the following question must be asked and answered: what condition required the change and who is responsible for the condition? The original design was performed by Evergy's predecessors in 1979. Since then, the design constraints were changed by Evergy, and now Evergy expects any redesign and repair that

is required to restore a failed direct buried service to be the responsibility of the customer. Again, this potential exists for hundreds of thousands of Evergy customers in Kansas.

C. *Appropriateness and Benefits of Adding Conduit to the Facility*

15. In the 2018 Rate Case, it was stated that customers have always provided trenching and excavation. Consumers (and others, see below) agree that Evergy trenched and installed direct bury cable for some, and cable in 2" conduit for others. Consumers reviewed the electric service configuration of several neighbors surrounding Consumers' residence (collectively, the "Neighborhood"). There are 48 electric meters in this group with four different types of service. The service configurations as created at time of new construction are listed by type and quantity (i.e. number of meters for that type):

- a. Direct Buried with enclosure containing point of delivery (9)
- b. Buried in 2" conduit with enclosure containing point of delivery (5)
- c. Buried in 3" conduit with slip joint to point of delivery in meter can (21)
- d. Overhead or meter on pole (13)

16. Currently, of the type "a", one has failed due to cable and was upgraded to type "c", one is the Consumer's, and one was upgraded to type "c" due to a pole failure. Considering a model of the Neighborhood based on original installation facts, the original direct buries are 19%; buries in 2" conduit are 10%; buries in accordance with current tariff are 44%; and, the overheads are 27% of the total meters. The current tariff and Service Standards require that 2" conduit configurations and direct buries must be upgraded on failure. This means that 29% of the meter services in the Neighborhood will need upgrading on failure. Two-thirds of those will receive partial reimbursement of upgrade costs and one-third of those will receive zero reimbursement. The original homeowners of the 2" conduit services who built the home and

have knowledge of the service install, state Evergy trenched, provided and installed the 2" conduit, and excavated trench free of charge. Based on research of the Neighborhood, Evergy paid for all service installs, including 2" conduit, before 1994. During this same period of time, the enclosure (containing point of delivery) was purchased and installed by customer.

17. The history of the first seven direct buries in the Neighborhood are as follows:

- a. First: installed in 1971 and the original owner does not recall history;
- b. Second: installed in 1973 and failed in the late 1980's and prior to 1992 (the repair was made by Evergy digging up and splicing cable);
- c. Third: installed in 1975 and the original owner does not recall history;
- d. Fourth: installed in 1976 and failed around 2018 (this cable shorted in the enclosure and caused a lawn fire; the repair was made by a claim to the electric service insurance carried through Evergy utility bill. This repair only added a larger conduit over existing conduit stub into ground from enclosure and repaired the short. The service was not upgraded to the current service standard, even though the 3" conduit service standard was in effect.);
- e. Fifth: installed in 1978 and a pole failed around 2017 (although the direct bury was operable, the homeowner paid for a complete upgrade to 3" conduit, and the enclosure was replaced with a new meter base that provided capability for homeowner to extend to barn.);
- f. Sixth: installed in early 1979 and failed in the early 90's. Evergy dug up and spliced on first failure, and then it failed again around 2017. In 2017, the homeowner paid for complete upgrade to 3" conduit, and the enclosure/point of delivery was retained intact below meter. Leaving the enclosure in place is something the current service standard does not allow.; and,
- g. Seventh (Consumers): installed in 1979; it is the only direct buried service to date in Neighborhood that failed in year 40 when the service life of the cable is 40 years.

18. The history of buried cable service in Neighborhood since 1971 until 1994 reads like a learning process on what is the best way to install service lines. Around 1994 a final standard appears to have been accepted and customer became responsible for all installation costs which

include the 3” conduit from pole or ground transformer.

19. Direct buries are well addressed in the Tariff. There is nothing about 2” conduit buries. On underground service, because the new Standards require elimination of the enclosure, installation of a 3” slip joint and 3” conduit, it must be assumed that on a service failure in 2” conduit, the customer will be required to upgrade (Service Standards section 6.-A.3.B). Another conflict with 2” conduit installations concerns the ownership of the conduit. Evergy’s Service Standards specify the conduit is owned by customer (page 45), but the tariff also states that all facilities installed by Evergy are the property of Evergy. Based on the installation of at least one homeowner of the Neighborhood, the service lines with 2” conduit were installed by Evergy (conduit and cable). Therefore, some service lines, those in 2” conduit, are complete facilities owned by Evergy, and cables installed by Evergy in 3” conduit that were installed and owned by customer are treated differently. The result is that the service lines for all customers are not a complete facility of Evergy. This, at best, is a mixed and complex implementation of the last part of the delivery system.

C. *The Big Picture*

20. Putting the above discussion into perspective, the Neighborhood is made up of homes and farms utilizing the different kinds of service connections. Looking at the Neighborhood 50 years ago, Evergy’s predecessors likely need to have: the customer create a point of delivery that enables a splice of Evergy wires to Customer wires (for underground service, an enclosure below meter can, and for overhead service, a mast with weatherhead); and, the customer create a path from the transformer to point of delivery (for underground service, a trench, and for overhead service, a clear path in open air).

21. Focusing on underground service only, those needs seemed to drive a direct bury

solution with enclosure. Beginning in the 1990's, maintenance for these configurations became relevant. It is likely that direct bury failures caused Evergy to rethink its standard to include conduit (conduit size starts with 2" and eventually 3" becomes the final standard). Around 1994, the underground specifications became perfected, and zero cost (to the customer) underground installation is eliminated. For the most part, the service standards specifying 3" conduit installed by the customer directly into the meter receptacle is the standard for all new construction and upgrades to failed service.

22. From 1994 forward, Evergy was faced with how to deal with the failure of direct buried installs that were installed prior to 1994. Since each install is individual in nature, the importance does not elevate to the level that would exist if many failed at one time. The importance is beginning to change because many more failures are occurring at once since the service lines have now reached their 40-year expected cable life. Affected Evergy customers in Kansas are now discovering, the hard way, that their responsibility extends from the meter out, instead of stopping at the meter/point of delivery. Perhaps the potential consumer impact of this issue and the tariff change should have been evaluated more thoroughly in the 2018 Rate Case. The fact that it was not, does not prohibit the Commission from doing so now.

D. Big Picture Facts and Considerations

23. From roughly 1970 to 1994, it appears as though Evergy (and its predecessors) were in the process to develop the best standard for underground installation and maintenance, essentially a "learning curve period." Today, all customers who installed underground services during the learning curve period are not in compliance with the current service standard. As long as the service is working, there is no problem and customers are not required to upgrade. However, when the service fails and needs to be restored, the customer is finally informed of this

noncompliance and faces thousands of dollars for restoration or disconnection.

24. These customers are uninformed casualties of Evergy's 20-year learning curve period, which has the potential to impact hundreds of thousands of Evergy customers in Kansas. These customers did what was required of them at installation: they created a point of delivery in an enclosure at their cost, and then through the rates, paid into an invisible budget pool intended to cover the cost to maintain underground services and other utility costs. To not bring these customers' service lines up to date, would be like charging customers to build a new, more efficient power plant. Then when the new plant comes online, the customers who have been paying for the new plant must pay a fee which matches the fee new customers pay for their install. The new customers do not pay a fee equivalent to what the older customers paid to build the more efficient plant. The bottom line is that rates must be based on all costs, unless a cost is due to lack of diligence or mismanagement. A 20-year learning curve raises questions about what a reasonable amount of time is to define effective and efficient standards for any part of the electrical delivery system. The 20 years saw an increase of hundreds of thousands of customers (inflated more by the merger that resulted in Evergy) who are now financially affected by standards changes which are generally unknown to the public. Especially affected could be the new homeowner who just purchased the home without knowing of a potential failure repair cost up to \$2,000.00 or more. This was the case of the fourth direct bury example in the Neighborhood.

25. When the new tariff revisions were approved and adopted by Commission, the hundreds of thousands of customers affected by those changes were not aware of the significance of such changes, and they still are not today. The most radical change is the responsibility shift from Evergy to customer. The customer and Evergy now own separate components of the

underground service facility; Evergy owns cable, customer owns conduit. The complexity of such a “shared” facility can affect the long-term costs and management. For example, the service life of the cable is 40 years and when the cable reaches this age, the customer who owns the conduit should request the utility to remove and replace the cable to prevent potential damage to their conduit on failure of a cable that has exceeded its life. It is highly unlikely that the utility would replace a working cable if they owned the conduit since the risk distributed over all installations would not warrant such costs. The fact that these issues were not more thoroughly evaluated in the 2018 Rate Case does not prohibit the Commission from doing so now.

26. When the service line is first designed, the path to the point of delivery is basically clear without landscaping and aesthetics. For Consumers, one aesthetic put in jeopardy by trenching in the same path as the existing line is the summer shade from a 40-year old tree on the west side of the house. The trenching will most likely cut off 40% of the root structure of the tree. This loss of root structure not only reduces the nutrient source for the tree, but it also weakens the support of the tree. Thus, the tree may die or there is an increased risk of property damage if the tree were to fall over due to the strong winds we experience on top of a hill.

27. Further, the number of horizontal conduit bends in the current service standards (one) must be accounted for in the design for Consumers. For Consumers’ service, one bend is not possible unless it extends several feet past the back of the house. This adds even greater length to the service cable than the current 190’.

28. Additionally, the service standard constraint of 135’ of service provided by Evergy is problematic for Consumers. In 1979, there was no distance constraint on underground service. It is unreasonable to be held to a more restrictive distance now when the original designer did not account for it. Furthermore, as discussed in the complaint, the 190’ is probably unacceptable, if

not marginal, per allowable voltage drop in design of service line. Consumers have observed much discussion around this number of 135'. If one reviews the voltage drops of cables typically installed for different size service entrances, it appears the 135' number is generally a real good design length that provides satisfactory service without high risk of insufficient voltage. Another point worth mentioning concerns a question of 135' applied to underground service. Is that 135' of ground run or 135' of cable? The tariff makes a comparison to be the same length of overhead which appears to be cable length. If it is 135' of cable, then the ground run is most likely around 105' by the time the burial depth and risers to meter and transformer on pole are accounted for.

29. The new construction west of Consumers' property involved removing a transformer, 2 poles, and replacing a pole (which is the same age as Consumers' transformer pole) and then buried CID to a ground transformer was performed. The response to Staff Interrogatory question 9 states the reason for the upgraded service was that the old service was obsolete. The new house was located approximately in the same place where the overhead used to serve. The overhead service was defective due to the fire that took place some years ago. Consumers' service must also be defective and thus obsolete due to design changes and other factors. The same Evergy designer that designed the new installation at the property next door, designed Consumers' replacement service. This Commission should determine why the designer did not consider the same solution used for Consumers' neighbor's service when Consumers' service is technically obsolete. Further, if the reason is that Consumers' service is not obsolete, then the Commission must determine how Evergy defines "obsolete" and the difference between the two services referenced here.

E. *Evergy's Response to the Staff R&R and Its Failed Services Policy*

30. In its R&R, Staff recommended that Evergy set clear guidelines regarding the length

of time a “temporary” line may remain in operation for any condition that warrants it. Evergy’s Response indicated that the company already had such a policy in place and attached the policy as Exhibit A to its Response. Evergy’s policy states that a “temporary” line should be used for a maximum of 30 days. Consumers were surprised to learn of this written policy in Evergy’s Response in March, particularly with respect to the amount of time a temporary line should be used, because in response to Staff Interrogatory No. 14 in January, Evergy’s response to that very question from Staff was: “Evergy does not specifically define a time period for “temporary”.”

31. Further, in its Response, Evergy stated that there was a misunderstanding with Evergy’s field employees who believed they could not implement the “standard” policy because Consumers had filed a Formal Complaint with the Commission. If there was a standard policy in place all along, and Evergy’s field employees misunderstood that it could be implemented with respect to Consumers’ matter, then why did Evergy personnel, who presumably were not field employees and should have known of the standard policy, not know the length of time for a temporary line in January in response to Staff’s Interrogatory.

32. To further confound the issue, Evergy’s written policy provided as Exhibit A to its Response is not dated or version marked in any way. Considering Evergy’s policy refers to use of Microsoft’s SharePoint services, one would expect that this document would indicate a date of conception as well as revision dates. However, the Failed Services policy does not reflect any effective/revision dates. Given the glaring inconsistency noted in paragraph 31 above, and the lack of conception/revision reflection in the policy set forth by Evergy, it leaves Consumers seriously questioning whether Evergy created this policy only after Staff recommended it. The Commission should question this too.

33. The last sentence of the first paragraph in the policy states: “While the customer

“owns” this equipment ...”. Under Types of Service, Underground in Conduit, the first sentence states: “Evergy takes ownership and maintains the conduit once it is installed;...”. In Evergy’s Service Standards, page 45, the components of the service facility are shown along with explanation of who owns and is responsible for each. The Standards say customer owns conduit. All three of these statements contradict each other. Consumers have understood from the onset of the failed service in July 2019, that we would own the conduit, and it was stated as such in the formal complaint. The inconsistency in Evergy’s various documents leave Consumers still questioning who owns what in the service configuration.

34. In all discussion of reimbursement to the customer, the reimbursement has been for costs of trenching. There has not been any reference for the original cost of the enclosure plus installation that was required prior to the 3” conduit installation requirement. Additional costs to remove the enclosure, replace meter receptacle, and repair vinyl siding have not been accounted for as well. As such, Staff’s conclusion that the \$1,000.00 estimate for reimbursement for Consumers is likely inaccurate. Indeed, the “future cases” mentioned by Staff to be addressed in the next general rate case may not be in the future after all and Consumers’ case may be the tip of the iceberg.

35. Finally, the last concern with Evergy’s Failed Services Policy is that the reasoning provided for not being required to send 1099 tax information returns does not seem logical. The procedure states for tax purposes, reimbursement can be treated as a damage / right of way settlement. The failed service itself did not damage the right of way or any property. The tariff requires conduit in order to provide a path for pulling the cable through, and the reimbursement established in the 2018 Rate Case was to cover the costs of a trench; the trench being required in order to install the conduit. The purpose of the reimbursement is to cover only a portion of the

cost to upgrade the facility. The trench does damage sod, but the 2018 Rate Case did not include reimbursements for damages to sod or any other property. Overall, in effect, Evergy is benefactor to an upgrade to their facility at a cost of digging a trench. Evergy's reasoning of treating the upgrade as a damage might be valid, had the upgrade been performed by Evergy, they damaged sod or other property while performing the upgrade, and then sent a check as settlement for damages. However, that is not the case here.¹

F. *Public Safety*

36. Safety and security involve a non-threatening and safe environment. As with any consumer, a personal dwelling provides that space for their personal and mental health. One week after Consumers' service failure, Evergy's Distribution Designer sent an e-mail to Consumers that stated: "If the customer is not willing to work with us, a disconnect notice is sent out to the customer." This statement followed the statement that 30 days would be given to accomplish their demands. Evergy management simply would not engage to accomplish a mutually agreeable solution, merely pointing to the tariff and the fact that it is approved by the Commission. Further, in Evergy's Answer to the Formal Complaint, Evergy's counsel flippantly stated: "Westar can remove the temporary service line if it is bothering Mr. and Mrs. Dalrymple; ..." (Evergy Answer, Paragraph 14). No matter the resolution of this Complaint, our lasting impression is that a culture exists at Evergy, the largest energy company in Kansas, where there is no requirement nor desire to work with the customer. Customer service is not provided by the company, but rather, consumers must seek assistance from the regulatory body that oversees it. If Consumers' treatment in this matter does not make the Commission question the promises and

¹ It should also be noted that as an alternative to a trench, a contractor could directional drill the conduit path, where there would be less damage to sod or other property. In this case, very little of the reimbursement could be attributed to any damages.

concessions made by Evergy during its merger proceedings, we do not know what would.

37. Consumers filed its Complaint only after significant effort and learning about this issue in detail. Approximately two weeks before the R&R, Consumers received in the mail what can only be deemed as an unofficial letter, attached as **Exhibit 1**. At that time, the local news was reporting a scam against Evergy in the Kansas City area. Consumers considered this, plus the fact that the letter was not on letterhead and contained no signature or author. Consumers believed that no one would take ownership of such, and it may not be valid. However, when the R&R and the Evergy Response were filed, it became evident that both of those documents were focused on power disconnection. The letter cited disconnection for safety reasons, and the R&R indicated that disconnection should be accomplished no later than 60 days after failure for safety reasons. But if the temporary service line was safe on day one, then why is it not safe on day 60? The threat of disconnection without resolution of Formal Complaint before this Commission is an inappropriate tactic. The threat becomes a means of compromising the personal and mental health of the customer. For Consumers, had it not been for Litigation Counsel assigned to this matter intervening on March 18, Consumers' power would have been disconnected two days later, putting Consumers' health and well-being in jeopardy due to COVID-19, as the only source of water in Consumers' home is a well which requires electricity. Consumers owe a debt of gratitude to that attorney who intervened on our behalf.

G. *NESC Waivers for Temporary Service*

38. In the Neighborhood, there have been two direct bury failures, including Consumers', and temporary power was provided in the same manner on both failures; unguarded cable energized on top of the ground. Another property owner experienced a pole failure and Evergy offered the same temporary power solution (unguarded cable energized on top of the

ground), but that owner refused the solution and provided power from their own generator. Pictures of Consumers' temporary are attached as **Exhibit 2**. Consumers feared running over the cable with a zero-turn mower, and that is a reason they provided to Evergy to place the cable in conduit.

39. Staff's R&R indicates that NESC does not define "emergency" and "temporary". Consumers believe the NESC treats emergency and temporary as a condition that is defined by the appropriate people in the situation at hand. NESC uses the terms temporary and emergency in the code to indicate a type of installation which is defined by the condition. In NESC Section 014, Waiver for Emergency and Temporary Installations, there are four rules (referenced 014A1 to 014A4) for Emergency installations and one rule for Temporary installations (referenced 014B). Each rule begins with the statement: "The person responsible for an installation may modify or waive rules in the case of emergency or temporary installations." That statement is then qualified by additional specifics for A. Emergency Installations and B. Temporary Overhead Installations. In NESC Section 012, General Rules, there are 3 rules: Rule 012A addresses lines and equipment; Rule 012B addresses utilities, contractors, and entities; and, Rule 012C addresses all particulars not specified, but within the scope of the NESC.

40. Consumers disagree with Staff's interpretation of the NESC Rules. The rule created by Staff in its R&R was created by taking the first part of Rule 014A2 and the middle part of Rule 012C, while disregarding the rest of those rules. Rule 014A2 and Rule 012C state as follows:

- a. Rule 014A2 states: "The person responsible for an installation may modify or waive rules in the case of emergency or temporary installations. A. Emergency Installations. 2. The burial depth requirements in Part 3 may be waived for the duration of the emergency. See Rule 311C."
- b. The general rule 012C states: "For all particulars not specified, but within

the scope of these rules, as stated in Rule 011A, construction and maintenance should be done in accordance with accepted good practice for the given local conditions known at the time by those responsible for the construction or maintenance of the communication or supply lines and equipment.”

The rule that results from Staff’s interpretation is: “In any case, the NESC allows its rules to be waived in the case of emergency or temporary installation provided that construction and maintenance are performed in accordance with accepted good practice for the given local conditions.” Consumers believe this contradicts the meanings of Rule 311C and Rule 014A2 when read together. These two rules reference each other for a reason. Furthermore, the first part of Rule 012C, “For all particulars not specified, but within the scope of these rules, as stated in Rule 011A,” brings closure to Section 012 General Rules, and is not referring to the cable of Rule 311C and 014A2. Thus, the middle part of Rule 012C does not apply in this case.

41. The only conclusion that should be drawn from this analysis is that Evergy did indeed violate the NESC in its installation of Consumers’ temporary service.

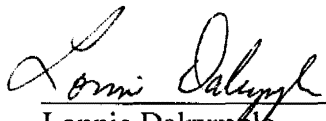
III. CONCLUSION

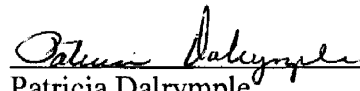
42. Consumers chose to file this Formal Complaint not for the primary benefit of themselves as much as for the hundreds of thousands of Evergy customers soon to discover a total surprise that today they have electrical power to their home, but tomorrow due to no fault of their own, they will face up to thousands of dollars for restoration costs (only some of which may be reimbursed), or disconnection. Without further Commission intervention on a global basis for these issues regarding underground/direct buried service line failures, many of these customers will have to take on the largest energy provider in the state, one-on-one. Many of these customers will not have an extra several thousand dollars available for this restoration. In its

simplest form, this expense of the homeowner is basically for an improvement to the electrical delivery system, which without it, Evergy cannot sell its product.

43. Consumers apologize for its lengthy response. However, it seems that the potential impact of the tariff revisions in the 2018 Rate Case may have been grossly minimized. With every change, more complication and confusion emerge. In addition to the calculation of a just and reasonable calculation of reimbursement for Consumers, and reconsidering the recommendation that Evergy did not violate the NESC standards, we believe it is in the public interest for the Commission to open a general investigation into these specific issues, rather than addressing them as part of Evergy's next general rate case.

Respectfully submitted,

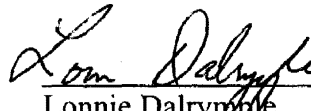

Lonnie Dalrymple


Patricia Dalrymple

VERIFICATION

STATE OF KANSAS)
) ss.
COUNTY OF LEAVENWORTH)

I, Lonnie Dalrymple, being duly sworn upon oath, depose and say that I am a complainant and that I have read the foregoing Response and state that its contents are true and correct to the best of my knowledge and belief.



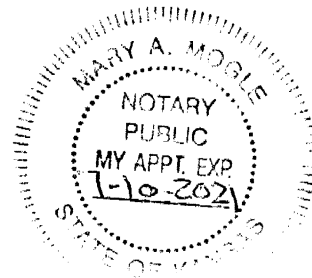
Lonnie Dalrymple

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me this 5th day of April, 2020.



NOTARY PUBLIC

MY COMMISSION EXPIRES: 7-10-2021




CERTIFICATE OF SERVICE

I hereby certify that on April 6, 2020, a true and correct copy of the foregoing has been served on the parties set forth below, via electronic mail transmission:

CATHRYN J DINGES, CORPORATE COUNSEL
EVERGY KANSAS SOUTH, INC. D/B/A EVERGY KANSAS CENTRAL
818 S KANSAS AVE, PO Box 889
TOPEKA, KS 66601-0889
cathy.dinges@Evergyenergy.com

PHOENIX ANSHUTZ, ASSISTANT GENERAL COUNSEL
KANSAS CORPORATION COMMISSION
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
p.anshutz@kcc.ks.gov

COLE BAILEY, LITIGATION COUNSEL
KANSAS CORPORATION COMMISSION
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
c.bailey@kcc.ks.gov



Lonnie Dalrymple

February 20, 2020

Lonnie E Dalrymple
17391 Hollingsworth Rd
Basehor, KS 66007

RE: Account # 6886776170
17391 Hollingsworth Rd
Basehor, KS 66007

In order for Evergy to provide safe and reliable service to your property at 17391 Hollingsworth Rd, Basehor, KS 66007, it has been brought to our attention that necessary repairs must be made. The following must be completed at the property referenced above in order to avoid disconnection of the electric service.

ELECTRICIAN WILL NEED TO INSTALL 3" PVC PIPE FROM TRANSFORMER POLE TO METER CAN PER EVERGY'S SERVICE STANDARDS

Evergy has scheduled a follow up inspection of the electric service located at this property for **3-20-20**. If repairs have not been made, unfortunately your electric service will be disconnected due to safety reasons and will not be restored until all conditions have been corrected.

Therefore, your immediate attention is necessary regarding this matter. If you need to discuss this situation further, please feel free to contact Chris Feldhausen at **913-667-5130**, 7:30am – 4:00pm Monday thru Friday.

Sincerely,

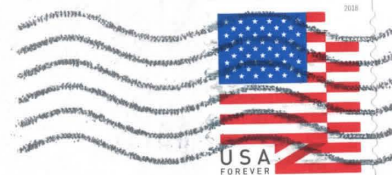
Distribution, Power & Delivery Department
Evergy

Internal Use Only

EVERGY
2720 2ND AVE
LEAVENWORTH KS 66048

KANSAS CITY 640

20 FEB 2020 PM 2 L



LONNIE E DALRYMPLE
17391 HOLLINGSWORTH RD
BASEHOR KS 66007

66007-911091



Exhibit 2



