

# CHARTRAND LEGAL MANAGEMENT, INC.

9625 Pflumm Road  
Lenexa, Kansas 66215  
www.chartlaw.com

Ph: 913.768.4700  
Fax: 913.890.4779  
Adm. Asst. Joy Moore

Email: artchartrand@mac.com  
Email: joyLmoore@mac.com

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,

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.

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.

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.

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

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.]

We would also cite the following:

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 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.

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

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.

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.

One can easily note every other utilities follow 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.

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 one's 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.

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