

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

In the Matter of the Complaint Against Kansas)
Gas Service by Kristin May.) Docket No. 25-KGSG-387-COM

ANSWER AND MOTION FOR SUMMARY JUDGMENT

Kansas Gas Service, a division of ONE Gas, Inc. (“Kansas Gas Service”), pursuant to K.A.R. 82-1-220 and K.S.A. 60-212, respectfully files its Answer and Motion for Summary Judgment in the above-captioned Formal Complaint filed by Kristin May (“Complainant”). In support thereof, Kansas Gas Service states the following to the State Corporation Commission of the State of Kansas (“Commission”):

I. ANSWER

1. On April 29, 2025, the Complainant filed a Formal Complaint against Kansas Gas Service.
2. On May 8, 2025, the Commission issued its *Order Making Prima Facie Determination*, wherein the Commission found the Formal Complaint met the requirements of K.A.R. 82-1-220 and served the Formal Complaint on Kansas Gas Service for an answer.
3. According to the Commission, the Complainant alleges she received several bills for her vacant rental property and was notified in January that the bills were due to a gas leak related to a furnace. Likewise, according to the Commission, the Complainant alleges Kansas Gas Service went out in March to address the leak and advised the Complainant that there was no leak. According to the Commission, the Complainant seeks to have the gas service charges removed on her rental property.

A. General Denial

4. Kansas Gas Service generally denies the Complainant’s allegations.

B. Response

5. This case is about metered consumption and a customer's responsibility for payment. Kansas Gas Service's General Terms and Conditions for Gas Service ("GT&Cs") govern how gas consumption is measured and limit the company's responsibility for leaks on customer piping and equipment. For example, meter readings are considered *prima facie* evidence of the amount of energy used by a customer. Kansas Gas Service is not responsible for the loss of gas after it has passed through the company's point of delivery and enters a customer's piping, fixtures, or appliances. Even vacant rental properties require heating, especially during the winter months. Since November 2024, Kansas Gas Service has visited the Complainant's premises four times and has not found any issues with its equipment. There is no evidence the Complainant's metered consumption is incorrect. Accordingly, the Commission should dismiss this Formal Complaint.

i. Relevant Tariff Provisions

6. "Tariffs contain those terms and conditions which govern the relationship between a utility and its customers. Tariffs duly filed with the regulatory agency are generally binding on both the utility and its customers." *Farmland Indus., Inc. v. Kansas Corp. Comm'n*, 29 Kan. App. 2d 1031, 1043, 37 P.3d 640, 648 (2001).

7. Section 9.02 of Kansas Gas Service's GT&Cs makes clear, "The registration of Company's meters shall be accepted and received at all times and placed as *prima facie* evidence of the amount of energy used by a customer."

8. Section 7.05 of Kansas Gas Service GT&Cs likewise limits the company's responsibility for leaks on customer equipment:

Company Liability: Customer shall save Company harmless from all claims for trespass, injury to persons, or damage to lawns, trees, shrubs, buildings or other property that may be caused by reason of the installation, operation, or replacement of the Service Line, Yard Line and other necessary appurtenances to serve Customer unless it shall affirmatively appear that the injury to persons or damage to property complained of has been caused by willful default or negligence on the part of Company or its accredited personnel.

Company may refuse or discontinue service if an inspection or test reveals leakage, escape or loss of gas on customer's premises. **Company will not be liable for any loss, damage or injury whatsoever caused by such leakage, escape or loss of gas from Customer's Service Line, Yard Line, Ancillary Lines, house piping, appliances or other equipment.**

Company shall not be liable to Customer for any damages, consequential or otherwise, caused by external forces not within the exclusive control of the Company. *Kansas Gas Service GT&Cs*, Section 7.05 (emphasis added).

9. Section 7.10 of Kansas Gas Service's GT&Cs further adds:

Company's Responsibility: **Company assumes no responsibility for any loss, damage or injury whatsoever caused by leakage, escape or loss of gas after same has passed through Company's Point of Delivery and will not be responsible for the inspection or repair of defects in Customer's piping, fixtures, or appliances in or on Customer's premises, and will not be responsible for any injury, loss or damage resulting from such defects or improper installation.**

In accordance with its normal work procedures, Company shall exercise reasonable care when installing, maintaining or replacing Company facilities located on Customer's premises. However, beyond such normal procedures, Company assumes no responsibility for trespass, injury to persons, or damage to lawns, trees, shrubs, building or other property that may be caused by reason of or related to installation, maintenance or replacement of Company's facilities to serve Customer, unless it shall be shown affirmatively that the injury to persons or damage to property complained of, has been caused by willful default or negligence on the part of Company. *Kansas Gas Service GT&Cs*, Section 7.10 (emphasis added)

ii. Kansas Gas Service's Service Orders

10. On November 27, 2024, Kansas Gas Service visited the Complainant's premises to perform a turn on service order. Kansas Gas Service noted the customer was remodeling, initiated

service, and performed routine safety checks. These checks include, among others, a leak survey and shut-in test. Kansas Gas Service conducts leak surveys of the service line from the point where it enters the customer's structure to the tap, if accessible. Kansas Gas Service also performs a shut-in test, which is a procedure used to determine if there are any gas leaks in a customer's gas piping system. Kansas Gas Service did not identify any issues with its or the Complainant's equipment.

11. On January 16, 2025, Kansas Gas Service visited the Complainant's premises to perform a customer-requested bill investigation. Kansas Gas Service determined the control valve on the customer's furnace was leaking. Kansas Gas Service red tagged and isolated the furnace so the Complainant could make repairs. Additionally, Kansas Gas Service performed another shut-in test, which passed. Kansas Gas Service then completed its other safety checks and surveys without any additional issues.

12. On March 26, 2025, Kansas Gas Service visited the Complainant's premises to perform a customer-requested bill investigation. Kansas Gas Service did not identify any issues with its or the customer's equipment. Kansas Gas Service performed its routine safety checks and a shut-in test, which passed.

13. On March 27, 2025, Kansas Gas Service visited the Complainant's premises to perform a move-out order and customer-requested bill investigation. First, Kansas Gas Service executed its move-out/turn off procedure, which was used to verify the physical index at the meter matches the automatic meter reading system. Kansas Gas Service confirmed that the meter reads matched. Kansas Gas Service shut off the meter, and performed its other safety checks and surveys. No issues were found with Kansas Gas Service's equipment.

Date	Service Order Number	Type
11/27/2024	13396403	Move-In Turn On
1/16/2025	13474067	Customer requested bill investigation
3/26/2025	13565889	Customer requested bill investigation
3/27/2025	13568156; 13568176	Move-Out Turn Off; Customer requested bill investigation

14. Kansas Gas Service has repeatedly investigated its equipment at the Complainant's premises. In each case, Kansas Gas Service found no issue with its equipment. There is no evidence to suggest the Complainant's consumption or bills is due to an issue with Kansas Gas Service's system.

II. Motion for Summary Judgement

15. Kansas Gas Service respectfully moves the Commission to dismiss this Formal Complaint because there are no material facts in dispute showing Kansas Gas Service's billed consumption violates any provision of law, rule, regulation, or order of the Commission. Therefore, Kansas Gas Service is entitled to judgment as a matter of law.

i. Summary Judgment Standard

16. "Summary judgment is appropriate when the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. The trial court is required to resolve all facts and inferences which may reasonably be drawn from the evidence in favor of the party against whom the ruling is sought. When opposing a motion for summary judgment, an adverse party must come forward with evidence to establish a dispute as to a material fact. In order to preclude summary judgment, the facts subject to the dispute must be material to the conclusive issues in the case." *Robbins v. City of Wichita*, 285 Kan. 455, 460, 172 P.3d 1187, 1192 (2007).

17. “Where the facts of a case are susceptible to only one conclusion, the question is one of law and may be properly subject to summary judgment.” *Edwards ex rel. Fryover v. Anderson Eng'g, Inc.*, 45 Kan. App. 2d 735, 739, 251 P.3d 660, 663 (2011). “Although the party opposing summary judgment need not prove its case, it does have an affirmative duty to come forward with facts to support its claim.” *Acord v. Porter*, 58 Kan. App. 2d 747, 757, 475 P.3d 665, 676 (2020) (internal quotation omitted). The party opposing a statement of uncontroverted fact in a motion for summary judgment is required to come forth with a concise summary of “conflicting testimony or evidence and any additional genuine issues of material fact that preclude summary judgment.” KS R DIST CT Rule 141(b)(1)(C)(i). In this docket, there are no disputed material facts.

ii. Meter Reading are *Prima Facie* Evidence of Consumption

18. Kansas Gas Service visited the Complainant's premises on November 27, 2024, January 16, 2025, March 26, 2025, and March 27, 2025.

19. During Kansas Gas Service's visits to the Complainant's premises, no issues were identified with Kansas Gas Service's equipment.

20. During Kansas Gas Service's January 16, 2025, visit to the Complainant's premises, Kansas Gas Service identified an issue with the Complainant's furnace. Kansas Gas Service red tagged and isolated the Complainant's furnace so they could make repairs. Kansas Gas Service is not responsible for repairing the Complainant's furnace.

21. Pursuant to Section 9.02 of Kansas Gas Service's GT&Cs, “The registration of Company's meters shall be accepted and received at all times and placed as prima facie evidence of the amount of energy used by a customer.” The Complainant has not provided, and Kansas

Gas Service through its own investigations has not discovered, any evidence to challenge this presumption.

22. Kansas Gas Service's General Terms and Conditions (GT&Cs) Sections 7.05 and 7.10 state that Kansas Gas Service is not liable for any gas losses occurring after the gas passes through the delivery point into the customer's equipment and piping. If there is an issue with the customer's piping or equipment, they are still responsible for the gas lost due to that issue.

23. The material facts show Kansas Gas Service has consistently investigated its equipment at the Complainant's premises and found no issues. The Complainant's metered consumption is accurate and there is no indication that the gas service charges are due to any fault in Kansas Gas Service's system.

24. WHEREFORE, Kansas Gas Service having fully responded to the allegations respectfully moves the Commission for summary judgment in Kansas Gas Service's favor, to dismiss the Formal Complaint, and for such further relief as the Commission deems just and reasonable.

Respectfully submitted,

/s/ Robert Elliott Vincent
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VERIFICATION


STATE OF KANSAS)
)
COUNTY OF JOHNSON)

I, Robert Elliott Vincent, of lawful age, being first duly sworn upon oath, states as follows: I am a Managing Attorney for Kansas Gas Service, a Division of ONE Gas, Inc. I have read the above *Answer and Motion for Summary Judgment* and all the statements therein are true to the best of my knowledge, information, and belief.


Robert Elliott Vincent

Affiant

SUBSCRIBED AND SWORN to before me on 5/19/2025.


Notary public

My Appointment Expires:

6/5/26



CERTIFICATE OF SERVICE

I, Robert Elliott Vincent, hereby certify that a copy of the above and foregoing *Answer and Motion for Summary Judgement* was forwarded this 19th day of May, 2025, addressed to:

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