

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

In the Matter of Staff's Recommendation for)
Kansas Gas Service, a Division of ONE Gas,)
Inc., to Show Cause Why the Commission) Docket No. 21-KGSG-398-SHO
should not Impose Penalties for Violation of)
Natural Gas Pipeline Safety Regulations.

NOTICE OF FILING OF STAFF'S REPORT AND RECCOMENDATION

The Staff of the State Corporation Commission of the State of Kansas ("Staff" and "Commission," respectively), hereby respectfully submits an updated Report and Recommendation regarding the instant docket. Staff and Kansas Gas Service, a Division of ONE Gas, Inc., ("KGS") have entered into an Agreement and Alternative to Civil Penalty ("Agreement") contingent upon Commission approval and attached to this Report as Attachment 2. This Agreement would require KGS to direct the civil penalty payment to Kansas Technical colleges for the benefit of Heavy Equipment Operation programs, if the colleges agree to include a section on excavation awareness as part of their curricula. Staff believes the proposed Agreement meets the requirements set forth in K.S.A. 66-1,152 and will result in a benefit to the excavation industry as a whole.

WHEREFORE, Staff respectfully requests the Commission approve the Agreement attached hereto and for such other relief as the Commission deems just and reasonable.

Respectfully submitted,

/s/ Carly R. Masenthin

Carly R. Masenthin, #27944

Senior Litigation Counsel

1500 SW Arrowhead Rd

Topeka, KS 66604

Phone (785) 271-3265

Email: c.masenthin@kcc.ks.gov

Susan K. Duffy, Chair
Dwight D. Keen, Commissioner
Andrew J. French, Commissioner

Laura Kelly, Governor

REPORT AND RECOMMENDATION UTILITIES DIVISION

TO: Susan K. Duffy, Chair
Dwight D. Keen, Commissioner
Andrew J. French, Commissioner

FROM: Leo Haynos, Chief Engineer
Jeff McClanahan, Director of Utilities

DATE: August 8, 2023

SUBJECT: Docket No. 21-KGSG-398-SHO: In the Matter of Staff's Recommendation for Kansas Gas Service, a Division of ONE Gas, Inc., to Show Cause Why the Commission should not Impose Penalties for Violation of Natural Gas Pipeline Safety Regulations.

Recommendation to Combine CY2020, CY2021 and CY2022 Proposed Penalties and approve an Agreement to Direct Penalty Payments to Kansas Technical Colleges Heavy Equipment Operator Training Programs

EXECUTIVE SUMMARY:

On April 22, 2021, the Commission opened the above captioned Show Cause Docket 21-KGSG-398-SHO (21-398 Docket). In the 21-398 Order, the Commission ordered Kansas Gas Service (KGS) to show cause as to the following:

- why it should not be required to perform an assessment of its locator training program and to modify its O&M procedures to incorporate its damage prevention improvement plan regarding evaluation of contractor performance; and
- why it should not be assessed a civil penalty in the amount of \$90,000 for failure to follow its O&M procedures related to 54 instances of not providing timely and accurate locates of natural gas pipelines during CY2020.

KGS provided two responses to the 21-398 Order. The first KGS response requested \$36,000 of the proposed civil penalty to be held in abeyance until April 2022 pending an assessment of its proposed corrective actions. If the corrective actions were found to be adequate, KGS requested the remaining \$54,000 proposed civil penalty be reduced to \$27,000 with a commitment from KGS to use the remaining \$27,000 to pay for educational efforts to increase excavator awareness in

Kansas. The second KGS response provided summaries of KGS' corrective actions taken through 2021 and noted that it had conducted an excavation safety outreach campaign.¹

On April 18, 2022, Staff reviewed the details of KGS' training, evaluation, and quality assurance program with respect to utility locating practices. Based on its review, Staff concluded KGS' qualification program is sufficient for ensuring properly trained personnel perform utility locates, and that KGS was making progress in taking corrective action to improve its underground utility locating practices. However, Staff noted that the number of pipeline damages from inaccurate locating had continued through 2021 at approximately the same level as had occurred in 2020. Therefore, we recommended an additional civil penalty of \$57,000 for the damages alleged to be the fault of KGS failing to perform accurate locates in CY2021. We also noted that the majority of CY2021 violations were the result of KGS' former contractor from early 2021 failing to perform its obligations.

Staff has also reviewed the quality assurance program initiated by KGS and its new contract locator, Line Quest LLC. Our initial review of the program indicates that it is a robust program and is improving locator performance. Therefore, we recommend the Commission approve KGS's request to dismiss \$36,000 from the penalty recommendation in the original (CY2020) penalty recommendation. However, we do not recommend the Commission reduce the remaining CY2020 penalty by \$27,000 in lieu of a KGS commitment to invest in excavator awareness training. Staff notes that KGS already is required by pipeline safety regulations to implement a public education program, which specifically includes educating excavators about digging around buried pipelines.²

Staff has completed its review of KGS locating performance during CY2022. Based on this review, we determined there were 47 damages to natural gas infrastructure investigated by Staff that were the fault of KGS inaccurate locates and recommended for a civil penalty. Although KGS has taken action to improve its locating practices, excavation damages through 2022 continued to occur as indicated by Staff's ongoing damage investigations. At this point, we continue to recommend a penalty amount for each violation to remain at \$1,000. For the sake of efficiency and because the Commission has not ruled on the recommended penalties in this docket, we recommend combining the recommended civil penalties to KGS for calendar years 2020 through 2022 as follows:

Calendar Year	No. of Violations	Penalty Amount
2020	54	\$54,000
2021	57	\$57,000
2022	47	\$47,000
Total	158	\$158,000

While reducing locator error is a work in progress, we also note that *excavator* error accounts for approximately 70% of the total excavation related damages to the KGS distribution system.³ Therefore, Staff, in conjunction with KGS, is recommending that if the Commission agrees to impose a civil penalty on KGS for failure to follow the provisions of its O&M procedures, with

¹ See generally Kansas Gas Service Response to Show Cause Order (May 21, 2021); Kansas Gas Service Supplement Response (Dec. 14, 2021).

² See 49 CFR Part 192.616 as adopted by K.A.R. 82-11-4.

³ See KGS Annual report filed in compliance with K.A.R. 82-11-3.

respect to preventing excavator damage to pipelines, that it approve the Compromise and Alternative to Civil Penalty Agreement (Agreement), attached hereto as Attachment 2. This Agreement would require KGS to direct the civil penalty payment to Kansas Technical colleges for the benefit of Heavy Equipment Operation programs, if the colleges agree to include a section on excavation awareness as part of their curricula. Staff believes the proposed Agreement meets the requirements of K.S.A. 66-1,152⁴ and will result in a benefit to the excavation industry as a whole.

BACKGROUND:

KGS is required to notify pipeline staff within 30 minutes of KGS being notified of an excavation damage to their pipeline facilities, as ordered by the Commission in docket 13-DPAX-250-GIV. Because of this prompt notification, Staff is able to be onsite for damage investigations shortly after a damage occurs in the Kansas City metro or Wichita vicinity. For notifications provided to Staff in other areas of the state, Staff uses the information from the notification to conduct offsite investigations.

Over the last six years (2017-2022), Staff has investigated 1,361 excavator damages to natural gas pipelines that are operated by KGS. Of that number, Staff determined KGS was at fault for 527 damages because it did not follow the provisions of its O&M procedures, with respect to preventing excavator damage to pipelines. Of the 527 damages investigated by Staff and determined to be the fault of KGS (at-fault damages or AFD), we determined 422 (or 80%) were likely due to KGS' Contractor's inability to follow established KGS procedures. The remaining 105 damages investigated by Staff during this six year period were determined to be mis-located due to mapping errors or legacy infrastructure problems that made the lines difficult to locate.

Within the last four years, KGS has accelerated its quality assurance program with respect to evaluating locate performance in the field. In March of 2021, KGS changed its contract locating company to Line Quest LLC, which provides locating services for a majority of KGS' territory.⁵ For CY2022, KGS completed 5,796 field audits of its locator performance (in-house and contractor) and addressed over 1,000 locates that were found to be deficient but no damage had occurred. In addition, Line Quest conducted 6,500 audits of its locating personnel. Although it is likely there is some overlap of KGS and Line Quest's efforts, Staff conservatively estimates the audit program is reviewing at least one out of every 50 locate requests. These audits, along

⁴ 66-1,152. **Same; compromise of penalty; alternative to civil penalty.** Any civil penalty may be compromised by the state corporation commission. In determining the amount of the penalty or the amount agreed in compromise, the appropriateness of the penalty to the size of the business, the gravity of the violation, and the good faith of the person charged in attempting to achieve compliance shall be considered. The amount of the penalty, when finally determined, or the amount agreed upon in compromise, may be deducted from any sums owing by the state of Kansas to the person charged or may be recovered in a civil action in the appropriate district court. In lieu of all or part of the civil penalty, the commission may consider and approve, before or at hearing, a requirement, negotiated with commission staff, that the person charged make payment to or expenditures for a project that is related to natural gas pipeline safety or underground utility damage prevention and benefits the industry or community as a whole.

⁵ KGS in-house personnel provide locates for some of the more rural KGS service centers with less active excavation activity than the more populous cities served by KGS.

with other performance metrics, are reviewed at least monthly in meetings between Line Quest and KGS management.

ANALYSIS:

Contract Locating Staff vs. In-House Locators:

Even with this impressive auditing program, KGS still experienced .65 AFD for each 1000 locate requests in CY2022.⁶ When compared to the two remaining large natural gas operators in Kansas, KGS' normalized AFD rate is similar to that of Black Hills Energy (BHE) and roughly 40% higher than the normalized AFD rate of Atmos Energy (Atmos). Although the amount of congested easement in which buried facilities are installed will influence the AFD rate for each company, we contend the AFD similarities between KGS and BHE may reflect on their use of contract locating services. On the other hand, the lower AFD (better performance) demonstrated by Atmos' damage prevention program may be the result of Atmos using primarily in-house personnel to perform locates. Staff speculates that although contract locators have the same skill set as in-house locators, experienced in-house personnel that are familiar with the utility's construction techniques and mapping system should be better locators with all else being equal.

Contract locators are also capable of gaining the experience level necessary to perform natural gas utility locates if locating natural gas is the primary focus of their job, and they can gain sufficient experience. Staff speculates the poorer AFD performance rate of contract locators is driven by an insufficient number of locators dedicated to the utility and a lack of gas pipeline locating experience. Based on a few months of 2022 data, Line Quest needed about 70 locators to cover the work load for KGS in 2022. Monthly performance reports indicate the number of late locates or no locates attributed to Line Quest appeared to climb when the locator headcount decreased toward 60 total locators available for KGS locates.⁷ In addition to a fluctuating number of available contract locators, Staff contends a lack of experienced locators also may have contributed to the AFD rate attributable to contract locators. For 2022, Line Quest experienced a 55% attrition rate of its locator staff available to KGS.⁸

Although not related to AFD, the performance of excavators not using care when digging near marked gas lines remains the most significant cause of pipeline damages for KGS, and it accounts for at least 50% of damages. In its earlier response, KGS proposed to invest in excavator public awareness as a means of making excavators more aware of using extra care when digging near buried gas facilities. In an effort to provide a more focused effort to reach excavators entering the industry who would be less likely to have experience at using reasonable care in the tolerance zone, Staff and KGS are proposing to take advantage of the Commission's ability to direct civil penalties to be used for the good of the community. To that end, we have identified three technical colleges in KGS' operating area that offer courses in training heavy equipment operators. To make sure the funds are efficiently used, we are proposing the colleges include information relevant to KUUDPA in their Heavy Equipment Operator syllabus as a condition of being eligible to receive a payment of this nature. For the Commission's review, Staff and KGS have prepared a Agreement which is attached hereto as Attachment 2.

⁶ *Id.*

⁷ See Response to Staff Data Request 31.

⁸ See Response to Staff Data Request 30.

Proposed Civil Penalties for CY 2021 and 2022

Tables 1 and 2 provide Staff recommendations for KGS civil penalties for calendar years 2021 and 2022. For each proposed penalty, Staff issued a Notice of Probable Violation (NOPV) to KGS. In response to the 104 NOPVs, KGS agreed with Staff's findings described in each NOPV that KGS personnel had failed to provide accurate or timely locates for the tolerance zone as requested by the excavator before the scheduled excavation start date. A full description of Staff's findings and KGS' response for each NOPV recommended for a penalty issued in CY2022 and the action taken are included in this memorandum as Attachment 1. A description of Staff's findings and KGS' responses for each NOPV issued in CY2021 are attached to Staff's Report and Recommendation filed in this Docket on April 18, 2022.

KGS's failure to provide accurate and timely locates resulted in damages to its natural gas facilities and lost work time for the excavators that damaged the lines or had to wait additional time for locates to be completed. For the damages investigated by Staff, no injuries or damage to adjacent property occurred as a result of the pipeline damages. Pipeline safety regulation 49 CFR 192.614, as adopted by K.A.R. 82-11-4 requires a pipeline operator to develop and implement operating procedures related to preventing damage from excavation to gas lines. Staff asserts the failure by KGS to provide timely and accurate locates demonstrates a failure of KGS to follow KGS procedure OGSops1.1404R that directs KGS to locate its gas facilities within two full working days after being notified of an intent to excavate.⁹

In most investigations of KUUDPA violations, Staff has considered actions taken by the violator to prevent reoccurrence of events leading to the violation as an adequate response to resolve the NOPV. Staff has only recommended civil penalties for what it considers to be the more egregious violations of KUUDPA. Staff has issued a total of 531 KUUDPA NOPVs to KGS between 2017 and 2022. These alleged violations were for similar issues regarding failure to provide timely and accurate locates. Out of the 531 NOPVs, the Commission has issued KGS 133 penalties totaling \$83,000 for failure to provide timely and accurate locates. As noted earlier, this Report and Recommendation asks for a Commission decision on an additional penalty of \$158,000 related to Staff's damage investigations for the years CY2020 through CY2022.

KGS responds to each NOPV with a description of action taken to correct the issue that led to the inaccurate locate. Judging from the responses (Attachment 1), Staff believes KGS is making a substantial effort to improve its utility locating program. While there may be insufficient data to determine the success of KGS' quality assurance program, it appears the KGS AFD rate is improving from CY2021 to the end of CY2022. Although timing may be the primary reason that KGS locate accuracy performance has not demonstrated significant improvement, Staff does not believe that provides a reason to ignore the violations listed in Tables 1 and 2.

At this time, Staff is recommending the penalty amount per violation of KUUDPA and pipeline safety requirements remain at \$1,000.00. If KGS' initiatives to improve its damage prevention program are unsuccessful, Staff may recommend the Commission consider increasing the penalty per violation in future dockets of this nature.

⁹ See KGS Procedure No. OGSops2.1404R (Nov. 1, 2019).

RECOMMENDATION:

Based on Staff's field investigations of pipeline damages in CY2020 through CY2022, Staff recommends the Commission find that KGS should receive a civil penalty in the amount of \$158,000 to address 158 violations of 49 CFR Part 192.614 as adopted by K.A.R. 82-11-4.

Staff, in conjunction with KGS, is recommending that if the Commission agrees to impose a civil penalty on KGS for violation of KUUDPA, that it approve the Compromise and Alternative to Civil Penalty. This Agreement would require KGS to direct the \$158,000 civil penalty payment to Kansas Technical colleges for the benefit of Heavy Equipment Operation programs, if the colleges agree to include a section on excavation awareness as part of their curricula. Staff believes the proposed Agreement meets the requirements of K.S.A. 66-1,152 and will result in a benefit to the excavation industry as a whole.

TABLE 1-CY2021 RECOMMENDED PENALTIES

Case #	Date of Damage	Type of Facility Affected	At fault	Root Cause	Code Violated	Penalty Amt.
CK-21-OC-1017	01/14/2021	Service	KGS	Inaccurate Maps - 18 ft off	192.614(a)	\$1,000
CK-21-OC-1018	01/19/2021	Service	locator error	Not Marked	192.614(a)	\$1,000
JW-21-OC-1009	01/19/2021	Service	KGS	Inaccurate Maps - 15 ft off	192.614(a)	\$1,000
JW-21-OC-1010	1/20/2021	Gas Service	KGS	Mis Marked - 15 ft off	192.614(a)	\$1,000
JW-21-UN-1037	01/22/2021	All	locator error	Late Locate - 35 hours	192.614(a)	\$1,000
JW-21-OC-1031	03/19/2021	Gas Service	KGS	Inaccurate Maps	192.614(a)	\$1,000
JW-21-UN-1104	03/19/2021	All	locator error	Late Locate - 10 hours	192.614(a)	\$1,000
JW-21-UN-1108	03/19/2021	All	locator error	Late Locate - 80 hours	192.614(a)	\$1,000
JW-21-UN-1110	03/19/2021	All	locator error	Late Locate - 9 hours	192.614(a)	\$1,000
JW-21-UN-1112	03/19/2021	All	locator error	Late Locate - 32 hours	192.614(a)	\$1,000
CK-21-OC-1047	03/23/2021	Main	locator error	Mis Marked -13 ft off	192.614(a)	\$1,000
CK-21-OC-1055	03/29/2021	Service	locator error	Not Marked	192.614(a)	\$1,000
JW-21-OC-1044	04/21/2021	Gas Service	KGS	Not Marked	192.614(a)	\$1,000
CK-21-UN-1156	05/13/2021	All	locator error	Late Locate - 9 hours	192.614(a)	\$1,000
CK-21-UN-1160	05/13/2021	All	locator error	Late Locate - 9 hours	192.614(a)	\$1,000
CK-21-UN-1164	05/13/2021	All	locator error	Late Locate - 9 hours	192.614(a)	\$1,000
WS-21-OC-1010	5/26/2021	Service	locator error	Not Marked	192.614(a)	\$1,000
SG-21-UN-1001	05/28/2021	All	locator error	Late Locate - 9 hours	192.614(a)	\$1,000
CK-21-OC-1102	06/02/2021	Main	locator error	Not Marked	192.614(a)	\$1,000
JW-21-OC-1070	06/02/2021	Service	locator error	Mis Marked - 13 ft off	192.614(a)	\$1,000
CK-21-OC-1107	06/07/2021	Main	locator error	Not Marked	192.614(a)	\$1,000
JW-21-OC-1072	06/07/2021	Main	locator error	Not Marked	192.614(a)	\$1,000
JW-21-OC-1076	06/09/2021	Main	locator error	Not Marked	192.614(a)	\$1,000
CK-21-OC-1124	06/15/2021	Main	locator error	Not Marked	192.614(a)	\$1,000
CK-21-OC-1125	06/15/2021	Service	locator error	Mis Marked - 12 ft off	192.614(a)	\$1,000
CK-21-OC-1127	06/17/2021	Main	locator error	Not Marked	192.614(a)	\$1,000
CK-21-OC-1128	06/18/2021	Service	locator error	Late Locate - 32 hours	192.614(a)	\$1,000
CK-21-OC-1152	7/14/2021	Service	KGS	Not Marked	192.614(a)	\$1,000
CK-21-UN-1243	7/14/2021	Service	locator error	Not Marked	192.614(a)	\$1,000
CK-21-OC-1156	7/19/2021	Main	locator error	Not Marked	192.614(a)	\$1,000
JW-21-OC-1097	7/23/2021	Service	locator error	Not Marked	192.614(a)	\$1,000
JW-21-OC-1102	8/3/2021	Service	KGS	Not Marked	192.614(a)	\$1,000
CK-21-OC-1163	8/4/2021	Main	locator error	45 Minutes	192.614(a)	\$1,000
CK-21-OC-1186	8/18/2021	Service	locator error	Late locate - 7 days 14 hours	192.614(a)	\$1,000
JW-21-OC-1113	8/19/2021	Main	locator error	Not Marked	192.614(a)	\$1,000
CK-21-OC-1197	8/30/2021	Service	locator error	Not Marked	192.614(a)	\$1,000
JW-21-OC-1121	9/1/2021	Service	locator error	Not Marked	192.614(a)	\$1,000
CK-21-UN-1285	9/8/2021	Service	locator error	Mis-Marked - 30 ft off	192.614(a)	\$1,000
CK-21-OC-1213	9/13/2021	Service	locator error	Mis-Marked - 12 ft off	192.614(a)	\$1,000
CK-21-OC-1223	9/15/2021	Service	locator error	Late Locate - 4 days 13 hours	192.614(a)	\$1,000
CK-21-OC-1225	9/15/2021	Service	locator error	Late Locate - 5 days 15 hours	192.614(a)	\$1,000
CK-21-OC-1232	9/22/2021	Service	locator error	Not Marked	192.614(a)	\$1,000
CK-21-OC-1234	9/23/2021	Service	locator error	Late Locate - 5 days 11 hours	192.614(a)	\$1,000
JW-21-OC-1133	9/27/2021	Main	locator error	Not Marked	192.614(a)	\$1,000
CK-21-OC-1246	10/5/2021	Service	locator error	Not Marked	192.614(a)	\$1,000
CK-21-OC-1251	10/6/2021	Service	locator error	Late Locate - 2 days 13 hours	192.614(a)	\$1,000
JW-21-OC-1140	10/7/2021	Service	locator error	Not Marked	192.614(a)	\$1,000
KF-21-UN-1006	10/8/2021	All	locator error	Late Locate - 12 hours	192.614(a)	\$1,000
CK-21-OC-1261	10/20/2021	Service	locator error	Not Marked	192.614(a)	\$1,000
JW-21-OC-1143	10/20/2021	Service	locator error	Not Marked	192.614(a)	\$1,000
JD-21-OC-1002	11/2/2021	Service	KGS	Inaccurate Maps - 22 ft off	192.614(a)	\$1,000
JW-21-OC-1149	11/8/2021	Service	locator error	Not Marked	192.614(a)	\$1,000
JW-21-OC-1150	11/9/2021	Service	KGS	Not Marked	192.614(a)	\$1,000
CK-21-OC-1272	11/15/2021	Service	locator error	Not Marked	192.614(a)	\$1,000
CK-21-OC-1275	11/18/2021	Service	KGS	Inaccurate Maps	192.614(a)	\$1,000
JW-21-OC-1163	12/8/2021	Main	locator error	Not Marked	192.614(a)	\$1,000
CK-21-OC-1298	12/22/2021	Service	locator error	Not Marked	192.614(a)	\$1,000
TOTAL						\$57,000

TABLE 2-CY2022 RECOMMENDED PENALTIES

Case #	Date of Damage	Type of Facility Affected	City Damage Occurred	Root Cause	Code Violated	Penalty Amt.
CK-22-OC-1007	01/11/2022	Service	Overland Park	Not Marked - Locator Error	192.614	\$1,000
JW-22-OC-1010	01/11/2022	Service	Hutchison	Not Located - Locator Error	192.614	\$1,000
CK-22-OC-1016	01/31/2022	Main	Shawnee	Inaccurate Maps - 12 ft off	192.614	\$1,000
CK-22-OC-1019	02/10/2022	Main	Mission Hills	Not Marked - Locator Error	192.614	\$1,000
JW-22-OC-1024	02/28/2022	Service	Wichita	Not Located - Locator Error	192.614	\$1,000
KF-22-OC-1005	03/14/2022	Service	Topeka	Not completely marked - Locator Error	192.614	\$1,000
JW-22-OC-1037	03/15/2022	Main	Andover	Not Located - Locator Error	192.614	\$1,000
JW-22-OC-1038	03/15/2022	Service	Wichita	Inaccurate Maps - 13 Ft off	192.614	\$1,000
KF-22-OC-1006	03/29/2022	Main	Manhattan	Inaccurate maps	192.614	\$1,000
CK-22-OC-1039	03/30/2022	Service	Prairie Village	Inaccurate Maps - 60 ft off	192.614	\$1,000
CK-22-OC-1040	03/31/2022	Main	Lenexa	Not Marked - Locator Error	192.614	\$1,000
CK-22-OC-1041	03/31/2022	Service	Leawood	Inaccurate Maps - 15ft off	192.614	\$1,000
JW-22-OC-1049	04/13/2022	Service	Viola	Not Marked - Locator Error	192.614	\$1,000
CK-22-OC-1049	04/13/2022	Service	Kansas City	Inaccurate Maps - 12 ft off	192.614	\$1,000
CK-22-OC-1051	04/14/2022	Service	Fairway	Not Marked - Inaccurate Maps	192.614	\$1,000
CK-22-OC-1053	04/19/2022	Service	Fairway	Not Located - Locator Error	192.614	\$1,000
JW-22-OC-1052	04/21/2022	Service	Wellington	Not Marked - Locator Error	192.614	\$1,000
ZM-22-OC-1002	04/27/2022	Main	Topeka	Mis Marked - 10 ft off	192.614	\$1,000
CK-22-OC-1057	05/02/2022	Service	Shawnee	Not Marked - Locator Error	192.614	\$1,000
CK-22-OC-1058	05/02/2022	Service	Shawnee	Not Marked - Inaccurate Maps	192.614	\$1,000
CK-22-OC-1067	05/16/2022	Service	Lenexa	Mis- Marked - 23 ft off - Locator Error	192.614	\$1,000
CK-22-OC-1068	05/16/2022	Service	Mission	Mis- Marked - 12 ft off	192.614	\$1,000
KF-22-OC-1009	05/17/2022	Service	Manhattan	Not Marked - Locator Error	192.614	\$1,000
CK-22-OC-1075	05/23/2022	Service	Lenexa	Not Marked - Locator error	192.614	\$1,000
CK-22-OC-1078	06/13/2022	Service	Overland Park	Not Marked - Inaccurate Maps	192.614	\$1,000
CK-22-OC-1079	06/13/2022	Service	Lenexa	Not Marked - Locator Error	192.614	\$1,000
CK-22-OC-1084	06/15/2022	Main	Leawood	Not Marked - Locator Error	192.614	\$1,000
CK-22-OC-1085	06/15/2022	Main	Overland Park	Mis Marked - 13 Ft off Locator Err	192.614	\$1,000
CK-22-OC-1093	06/21/2022	Service	Mission	Not Marked - Locator Error	192.614	\$1,000
CK-22-OC-1107	07/18/2022	Service	Shawnee	Not Marked - Inaccurate Maps	192.614	\$1,000
CK-22-OC-1110	07/26/2022	Main	Leawood	Mis Marked - Locator Error - 58 ft off	192.614	\$1,000
CK-22-OC-1121	08/04/2022	Main	Shawnee	Not Marked - 21 ft short	192.614	\$1,000
CK-22-OC-1124	08/08/2022	Service	Prairie Village	Not Marked- Locator Error	192.614	\$1,000
CK-22-OC-1125	08/08/2022	Main	Overland Park	Not Marked - Locator Error	192.614	\$1,000
CK-22-OC-1133	08/17/2022	Main	Shawnee	Mis Marked - 15 ft off	192.614	\$1,000
CK-22-OC-1135	8/26/2022	Main	Leawood	Inaccurate Maps - 21 ft off	192.614	\$1,000
JW-22-OC-1105	8/22/2022	Main	Wichita	Not Marked - Locator Error	192.614	\$1,000
KF-22-OC-1017	9/23/2022	Service	St Marys	Not Marked - Locator Error	192.614	\$1,000
CK-22-OC-1149	9/15/2022	Service	Prairie Village	Not Marked - Inaccurate Maps	192.614	\$1,000
CK-22-OC-1154	09/26/2022	Service	Prairie Village	Inaccurate Maps - 13 ft off	192.614	\$1,000
LH-22-OC-1002	10/03/2022	Service	Topeka	Not Marked - Locator Error	192.614	\$1,000
LH-22-OC-1003	10/06/2022	Main	Topeka	Not Marked - Locator Error	192.614	\$1,000
JW-22-OC-1144	10/13/2022	Service	Wichita	Not Located - KGS	192.614	\$1,000
CK-22-OC-1171	10/17/2022	Service	Overland Park	Mis-Marked - 11 ft off Locator Error	192.614	\$1,000
CK-22-OC-1174	10/19/2022	Service	Prairie Village	Mis-Marked - 10 ft off Locator Error	192.614	\$1,000
JW-22-OC-1146	10/13/2022	Service	Wichita	Not Located - Locator Error	192.614	\$1,000
CK-22-OC-1190	11/22/2022	Service	Overland Park	Not-marked - Locator Error	192.614	\$1,000
TOTAL						\$47,000

ATTACHMENT 1- CY2022 STAFF NOPV AND KGS RESPONSE:

KCC NOPV CK-22-OC-1007

KCC Description:

On 1/11/2022, KCC Staff was notified of excavation work resulting in a damage to a KGS gas line around the area of 8404 W 175th St in Overland Park, Kansas. KCC alleges Heartland Midwest damaged a KGS 3/4" PE gas service line while installing conduit for ATT. There was a valid One-Call ticket #21667030 with a due date of 12/30/2021. There were locate marks present; however, there were no marks on the service line to the above address which was within the scope of the requested area. KGS did not follow their written procedure OGSops1.1404R and is in violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KCC Staff's allegation of non-compliance for not marking the entirety of ticket 21667030. Upon investigation, KGS determined that the locator failed to re-mark the update ticket request which resulted in excavator damage to the service line. KGS crews completed repairs the same day. The locator passed audits on tickets 21667028 and 21667030 on the day of the damage and further post-damage audits on tickets 22009027, 22007301, 22017931, 22026758, and 22043702.

KCC NOPV JW-22-OC-1010

KCC Description:

On 01/11/2022, E and M Plumbing damaged a KGS 1/2" PE natural gas service line at 512 E Campbell St. in Hutchinson, Kansas. One Call ticket #22011535 had a work to begin date of 01/11/2022. The KGS facilities were not marked according to the requested area and the ticket indicated the area had been marked. The damaged service line belonged to 509 E Bigger St. and was within the scope of the locate ticket. KGS did not follow the procedure OGSops1.1404R which directs KGS to locate its gas facilities within two full working days after being notified on an intent to excavate. Failure to follow the written procedure is a violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KCC Staff's allegation of non-compliance for not marking all facilities within the scope of the ticket. Upon investigation, KGS determined that the locator failed to recognize that there were services running on both sides of the alley. As a result, the service line to 509 E. Bigger was not properly located. The locator was coached by KGS audit personnel and subsequently passed post-damage audits on tickets 22007824, 2201095, and 22009589. KGS crews repaired the affected service line on day of damage.

KCC NOPV CK-22-OC-1016

KCC Description:

On 1/31/2022, KCC Staff was notified of excavation work resulting in a damage to a KGS gas line around the area of 6933 Hallet Ct in Shawnee, Kansas. KCC alleges Infrastructure Sollutions LLC damaged a KGS 2" PE gas main line while repairing a storm drain. There was a valid One-

Call ticket #22024480 with a due date of 1/21/2022. There were locate marks present; however, the marks were indicated as marked by measurement and were off by approximately 12 ft. KGS did not follow their written procedure OGSops1.1404R and is in violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KCC Staff's allegation of non-compliance for mismarking the affected gas main. KGS's investigation determined that measurements provided to the locator were incorrect resulting in mismarking the main outside the two-foot tolerance. KGS crews repaired the damaged main the same day, installed a test station and placed marker pins to assist future locating of the facility.

KCC NOPV CK-22-OC-1019

KCC Description:

On 2/10/2022, KCC Staff was notified of excavation work resulting in a damage to a KGS gas line around the area of 2917 Tomahawk Rd in Mission Hills, Kansas. KCC alleges Water District No 1 of Johnson County damaged a KGS 3" Steel gas main line while replacing a water main. There was a valid One-Call ticket #22039658 with a due date of 2/2/2022. There were locate marks present on some of the ticket; however, the damage occurred within the scope of the ticket and did not have any marks present. KGS did not follow their written procedure OGSops1.1404R and is in violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KCC Staff's allegation of non-compliance on ticket 22039658. Upon investigation, KGS determined that the locator failed to mark the entire scope of the ticket which resulted in damage to the gas main. The locator responsible for the ticket was suspended from performing locates for KGS. The main was repaired the same day by a KGS crew who confirmed that gas facilities could be properly located.

KCC NOPV JW-22-OC-1024

KCC Description:

On 02/28/2022, the Homeowner damaged a KGS 3/4" PE natural gas service line at 1841 N Jackson St. in Wichita, Kansas. One Call ticket #22083357 had a work to begin date of 02/28/2022. The KGS facilities were not marked according to the requested area and the ticket indicated the area had been marked. KGS did not follow the procedure OGSops1.1404R which directs KGS to locate its gas facilities within two full working days after being notified on an intent to excavate. Failure to follow the written procedure is a violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KCC Staff's allegation on non-compliance. KGS's investigation determined that the locator failed to confirm accuracy of measurements prior to leaving the jobsite. Upon return to the jobsite with the locate supervisor to confirm measurements, damage had already occurred. KGS' contract locate company, Line Quest, reported that the locate technician used the wrong measurement card

which resulted in not marking the affected service line. The locator was suspended for five days and sent through retraining as a result of the damage. KGS crews replaced the damaged service line the same day and confirmed that it could be properly located.

KCC NOPV KF-22-OC-1005

KCC Description:

On 3/14/2022, KCC Staff was notified of excavation work resulting in a damage to a KGS gas service line at 3307 SW Skyline Dr. in Topeka, Kansas. KCC alleges Rylie Equipment damaged a KGS 1" black PE gas service line while installing fiber for AT&T. There was a valid One-Call ticket #22094977 with a due date of 3/9/2022. There were locate marks present; however, the entire scope of the ticket was not marked. Locate marks were not present for this particular long-side service line at the time of the damage and ticket indicated as being clear with no conflict. KGS did not follow their written procedure OGSops1.1404R and is in violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KCC Staff's allegation of non-compliance. KGS's investigation determined that the locator failed to verify the full scope of the ticket, which resulted in missing marks on the affected service line. The locator was disqualified and will be required to undergo five days retraining in order to recertify. KGS locate auditors will continue to monitor the locator's performance following recertification. KGS crews replaced the damaged service line the same day and confirmed it can be located.

KCC NOPV JW-22-OC-1037

KCC Description:

On 03/15/2022, Triple J Communication damaged a KGS 2" PE natural gas main line at 211 S Fairway Cir. in Andover, Kansas. One Call ticket #22095960 had a work to begin date of 03/10/2022. The KGS facilities were not marked according to the requested area and the ticket indicated the area had been marked. KGS did not follow the procedure OGSops1.1404R which directs KGS to locate its gas facilities within two full working days after being notified on an intent to excavate. Failure to follow the written procedure is a violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KCC Staff's allegation of non-compliance for not marking the affected two-inch gas main. KGS's investigation determined that the locate technician marked a nearby four-inch gas main but failed to recheck KGS facility maps to verify all gas mains had been marked. As a result, the two-inch main was not properly identified or marked according to the ticket request. KGS crews repaired the damage the same day. The locator was disqualified. In order to locate for KGS again, the technician must complete a mandatory three-day retraining followed by successful audits by KGS locate personnel.

KCC NOPV JW-22-OC-1038**KCC Description:**

On 03/15/2022, Prestige A & L, LLC, damaged a KGS 3/4" PE natural gas service line at 6 St. James Pl in Eastborough, Kansas. One Call ticket #22092285 had a work to begin date of 03/03/2022. The KGS facilities were not marked accurately and the marks were off approximately 13 feet. KGS did not follow the procedure OGSops1.1404R which directs KGS to locate its gas facilities within two full working days after being notified on an intent to excavate. Failure to follow the written procedure is a violation of 49 CFR 192.614 as adopted by K.A.R.82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KCC Staff's allegation of non-compliance. The damage investigation determined that locate ticket 22092285 was a non-response ticket called in by the excavator on the day work was to begin and was directed to another utility. KGS responded to original ticket request 22083101 and was completed by measurement on March 2, 2022. However, maps provided to the locator by KGS were inaccurate, resulting in the service line being mismarked by approximately 13 feet. KGS crews repaired the damage, installing near surface markers and updating facility maps to assist in future locates.

KCC NOPV KF-22-OC-1006**KCC Description:**

On 3/29/2022, KCC Staff was notified of excavation work resulting in a damage to a KGS gas line near 701 Mission Ave. in Manhattan, Kansas. KCC alleges J&K Contracting damaged a KGS 2" PE gas main line while installing a water main. There was a valid One-Call ticket #22113129 with a due date of 3/18/2022. There were locate marks in the area; however, the marks stopped at a point where the map indicated the main was dead-ended when actually the end of the main was approximately 49 ft. further.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KCC Staff's findings of non-compliance for not marking the dead-end main. KGS investigators determined that there was no anode at the end of the main and was not able to be located by tone. The locator failed to consult facility maps to determine where the main terminated. As a result, that portion of main was not marked, resulting in damage. KGS crews repaired the damage the same day and capped approximately 53 feet of unutilized main. The locator was coached on proper methods of marking facilities by measurement and passed post-damage audits conducted by KGS personnel on tickets 22144759 and 22144797.

KCC NOPV CK-22-OC-1039**KCC Description:**

On 3/30/2022, KCC Staff was notified of excavation work resulting in a damage to a KGS gas line around the area of 3110 Somerset Dr in Prairie Village, Kansas. KCC alleges Water District No 1 of Johnson County damaged a KGS 7/8" PE gas service line while repairing a water main. There was a valid One-Call ticket #22138824 with a due date of 3/29/2022. There were locate marks present; however, the marks were indicated as marked by measurement and were off by

approximately 60 ft. KGS did not follow their written procedure OGSops1.1404R and is in violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. (“KGS”) does not dispute KCC Staff’s allegation of non-compliance. Upon investigation, KGS determined that the locator failed to hook up properly to the available test station and forced a tone, resulting in not marking the affected service line. KGS crews repaired the damage the same day. As a result, the locator was retrained on proper test station connections. The locator passed post-damage audits conducted by KGS personnel on five separate tickets (22141607, 22140041, 22127520, 22153127, and 22153148).

KCC NOPV CK-22-OC-1040

KCC Description:

On 3/30/2022, KCC Staff was notified of excavation work resulting in a damage to a KGS gas line around the area of 9230 Lichtenauer Dr in Lenexa, Kansas. KCC alleges Capital Electric Line Builders damaged a KGS 1-1/4" PE gas main line while installing conduit for street lights. There was a valid One-Call ticket #22120640 with a due date of 3/23/2022. There were locate marks present; however, there were no marks on this road crossing main. KGS did not follow their written procedure OGSops1.1404R and is in violation of 49 CFR 192.614 as adopted by K.A.R.82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. (“KGS”) does not dispute KCC Staff’s allegation of non-compliance for not marking all gas facilities within the scope of ticket 22120640. However, the damaged gas pipe was a 1.25 inch service line to 9230 Lichtenauer Drive. KGS’s investigation determined that the locator missed the damaged service line and did not properly consult maps provided by KGS prior to finalizing the work order. The locator was sent through two days of retraining and passed post-damage audits conducted by KGS personnel on tickets 22135266, 22179830, 22178940, and 22175800. KGS crews replaced the service line the same day as the damage.

KCC NOPV CK-22-OC-1041

KCC Description:

On 3/31/2022, KCC Staff was notified of excavation work resulting in a damage to a KGS gas line around the area of 2000 W 103rd St in Leawood, Kansas. KCC alleges Water District No 1 Johnson County damaged a KGS 7/8"PE gas service line while installing conduit for street lights. There was a valid One-Call ticket #22125144 with a due date of 3/25/2022. There were locate marks present; however, the marks were approximately 15 ft off the damaged pipe. KGS did not follow their written procedure OGSops1.1404R and is in violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. (“KGS”) does not dispute KCC Staff’s allegation of non-compliance for mismarking the affected gas service line. The damage investigation determined that the tracer wire was broken near the street where the service line

changes direction for approximately 15 feet and then again towards the gas meter. Maps provided to the locator by KGS did not reflect the actual path of the service line. As a result, the locator mismarked the service line by approximately 15 feet. KGS crews repaired the damage the same day and installed line markers to assist future locating. In addition, KGS maps were corrected to reflect the accurate location of the service line.

KCC NOPV JW-22-OC-1049

KCC Description:

On 04/14/2022, Boondocks Underground damaged a KGS 3/4" PE natural gas service line at 6920 S 183rd St. W in Viola, Kansas. One Call ticket #22171939 had a work to begin date of 04/13/2022. The KGS facilities were not marked according to the requested area and the ticket indicated the area had been marked. KGS did not follow the procedure OGSops1.1404R which directs KGS to locate its gas facilities within two full working days after being notified on an intent to excavate. Failure to follow the written procedure is a violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KCC Staff's allegation of non-compliance for not marking the damaged service line in accordance with KGS locate procedures. Upon investigation, KGS determined that the locator failed to properly communicate difficulty and request help to locate the affected service prior to the excavation start date indicated on the ticket request. The locator did report advising the excavator a day prior to the damage that unlocatable services would be located by noon the following day. However, excavation work continued until approximately 11:20 am on April 14 when the line was damaged. KGS crews repaired the damage that day by capping and abandoning the service line. As a result of the damage, the locator was placed through two days of retraining before passing several post-damage audits on tickets 22179836, 22181121, 22184346, 22186575, and 22186516.

KCC NOPV CK-22-OC-1049

KCC Description:

On 4/13/2022, KCC Staff was notified of excavation work resulting in a damage to a KGS gas line around the area of 3030 S 65th St in Kansas City, Kansas. KCC alleges Board of Public Utilities damaged a KGS 7/8" PE gas service line while replacing a water service line. There was a valid One-Call ticket #22156648 with a due date of 4/9/2022. There were locate marks present; however, the marks were approximately 12 ft off the damaged pipe. KGS did not follow their written procedure OGSops1.1404R and is in violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KCC Staff's allegation of non-compliance. Upon investigation, KGS determined that the tracer wire was inoperable and maps provided to the locator were inaccurate. Repair crews replaced the damaged service line the same day and placed near surface markers to make facilities locatable by tone. In addition, KGS updated facility maps.

KCC NOPV CK-22-OC-1051**KCC Description:**

On 4/13/2022, KCC Staff was notified of excavation work resulting in a damage to a KGS gas line around the area of 6218 Howe Dr in Fairway, Kansas. KCC alleges Water District No 1 of Johnson County damaged a KGS 3/4" PE gas service line while replacing a water main. There was a valid One-Call ticket #22134999 with a due date of 3/31/2022. There were locate marks present; however, there were no marks on this service line. Locators GIS maps did not indicate this service out the front only in the rear. Maximo maps indicated service in the front of which locators do not have access. KGS did not follow their written procedure OGSops1.1404R and is in violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KCC Staff's allegation of non-compliance. KGS's investigation determined that the affected service stub was not properly reflected in maps that were provided to the locator by KGS, resulting in damage to the line. KGS crews repaired the service line the same day and updated facility maps. Crews confirmed that the service line could be properly located.

KCC NOPV CK-22-OC-1053**KCC Description:**

On 4/19/2022, KCC Staff was notified of excavation work resulting in a damage to a KGS gas line around the area of 4114 W 59th St in Fairway, Kansas. KCC alleges Heartland Fence KC, Inc damaged a KGS 3/4" PE gas service line while installing fence posts. There was a valid One-Call ticket #22166403 with a due date of 4/14/2022. There were locate marks present to the meter; however, there were no marks on yard line section since the point of entry was not where the meter was located. KGS did not follow their written procedure OGSops1.1404R and is in violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KCC Staff's allegation of non-compliance. KGS's investigation determined that the locator failed to properly hook up to the private gas line to obtain a strong enough signal to effectively locate it. As noted by Staff, the point of entry into the home was not at the meter. Following audits conducted by KGS personnel on the day of damage observing successful locates on tickets 22162570, 22170801, 22172287, and 22172325, the locator was coached on proper hook up and site survey procedures. The locator then passed post-damage audits on tickets 22198581 and 22210320. KGS crews replaced the damaged section of the yard line on the day of damage.

KCC NOPV JW-22-OC-1052**KCC Description:**

On 04/20/2022, Trans-Tel damaged a KGS 3/4" PE natural gas service line at 1101 N Washington Ave in Wellington, Kansas. One Call ticket #22170560 had a work to begin date of 04/16/2022. The KGS facilities were not marked according to the requested area and the ticket indicated the area had been marked. KGS did not follow the procedure OGSops1.1404R which directs KGS to locate its gas facilities within two full working days after being notified on an

intent to excavate. Failure to follow the written procedure is a violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. (“KGS”) does not dispute KCC Staff’s allegation of non-compliance. KGS’s damage investigation determined that the locator improperly closed the ticket without locating the affected service line due to lack of access to the property. KGS locate audit personnel coached the locator on the importance of completing all locates within the scope of ticket requests and notifying KGS and/or contract supervisors about property access difficulties. The locator passed multiple post-damage audits on tickets 22195118, 22207348, 22207347, and 22190966. KGS crews replaced the damaged service line on the day of damage and confirmed that the line could be successfully located.

KCC NOPV ZM-22-OC-1002

KCC Description:

On 4/27/2022, KCC staff was notified of excavation work resulting in a damage to a KGS gas line around the area of 1109 SE 35th Terr in Topeka, Kansas. KCC alleges CT Plumbing LLC damaged a 6" steel gas main line while conducting emergency sanitary sewer replacement services. There was a valid One-Call ticket #22201704 with a due date of 4/27/2022. There were locate marks present; however, the marks were approximately 10 ft from the damaged pipe. KGS did not follow their written procedure OGSops1.1404R and is in violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. (“KGS”) does not dispute KCC Staff’s allegation of non-compliance. KGS determined that the locator failed to accurately locate the damaged main as requested by CT Plumbing, LLC on ticket 22198090. KGS repair crews confirmed upon arrival onsite the day of damage that the excavator scraped off the main’s protective coating but that no leak occurred. The crew wrapped the pipe with a new protective coating. As a result of the damage and subsequent failed audits conducted by KGS personnel, the locator was disqualified and put through three days of retraining. However, the locator resigned his position during the remediation process and is no longer employed by KGS’s locate contractor company.

KCC NOPV CK-22-OC-1057

KCC Description:

On 5/2/2022, KCC Staff was notified of excavation work resulting in a damage to a KGS gas line around the area of W 75th Ter & Nieman Rd in Shawnee, Kansas. KCC alleges Black and McDonald damaged a KGS 3/4" PE gas service line while installing electric conduit for Evergy. There was a valid One-Call ticket #22187716 with a due date of 4/26/2022. There were locate marks present on the main; however, there were no marks on this service which was within the scope of the ticket and had tracer wire present at the damage site. KGS did not follow their written procedure OGSops1.1404R and is in violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KC Staff's allegation of non-compliance. KGS's investigation determined that the locator failed to mark the entire scope of the ticket which included the service line to 11128 W. 78th Terrace. As a result, the locator was disqualified from locating KGS facilities until completing five days of retraining. Upon successful completion of retraining and requalification, the locator passed locate audits performed by KGS personnel on tickets 22223317 and 22240142. KGS crews replaced the affected section of service line on the day of damage.

KCC NOPV CK-22-OC-1058**KCC Description:**

On 5/2/2022, KCC Staff was notified of excavation work resulting in a damage to a KGS gas line around the area of 7055 Silverheel St in Shawnee, Kansas. KCC alleges Bill LeCluyse Trenching, Inc damaged a KGS 2" PE gas service line while installing electric conduit. There was a valid One-Call ticket #22187234 with a due date of 4/24/2022. There were no locate marks present and ticket indicated as being clear/no conflict. KGS did not follow their written procedure OGSops1.1404R and is in violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KCC Staff's allegation of non-compliance. Upon review, KGS determined that its locate contractor could not locate the line and requested assistance to complete the ticket. However, KGS records do not indicate that the line was properly located before excavation began. Crews repaired the line on the day of the damage and made it locatable by tracer wire. KGS management discussed the issue with the parties involved to ensure that locate assist orders are completed and better documented.

KCC NOPV CK-22-OC-1067**KCC Description:**

On 5/16/2022, KCC Staff was notified of excavation work resulting in a damage to a KGS gas line around the area of Switzer Rd & Switzer Rd in Lenexa, Kansas. KCC alleges K&W Underground Inc damaged a KGS 1" PE gas service line while installing conduit for Zayo. There was a valid One-Call ticket #22209004 with a due date of 5/5/2022. There were locate marks present and out of tolerance by approximately 23 ft. KGS did not follow their written procedure OGSops1.1404R and is in violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KCC Staff's allegation of non-compliance for not accurately marking the affected gas service line. KGS's investigation determined that the locator inappropriately straight-lined this section of service line resulting in mismarking the pipe by approximately 23 feet. As a result of the mismark, the locator was suspended for three days to attend training. Upon completion of training and return to the field, the locator passed several audits conducted by KGS personnel on tickets 22217390, 22221075, 22221077, 22221308, 2225218, and 22258044. KGS crews completed repairs of the service line on the day of damage.

KCC NOPV CK-22-OC-1068**KCC Description:**

On 5/16/2022, KCC Staff was notified of excavation work resulting in a damage to a KGS gas line around the area of 4901 Outlook St in Mission, Kansas. KCC alleges Miles Excavating Inc damaged a KGS 3/4" PE gas service line while replacing a storm sewer. There was a valid One-Call ticket #22227905 with a due date of 5/14/2022. There were locate marks present and out of tolerance by approximately 12 ft. KGS did not follow their written procedure OGSops1.1404R and is in violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KCC Staff's allegation for not accurately marking the damaged service line. Upon investigation, KGS determined that the locator marked the original service line to 4901 Outlook Street on May 11, 2022. However, KGS was in the process of replacing service lines in the area due to continued street improvements by the city. The marked service line was replaced by KGS's contractor on May 16, 2022, prior to damage by the excavator. The contractor advised that the new service line was located but not marked according to KGS policy. KGS management discussed the issue with the contractor management during weekly meetings as recently as Tuesday, June 21, 2022, reiterating the importance of marking newly installed lines in active excavation projects. KGS repaired the affected service line on the day of damage.

KCC NOPV KF-22-OC-1009**KCC Description:**

On 5/17/2022, KCC Staff was notified of excavation work resulting in a damage to a KGS gas service line at 9000 Elk Creek Rd in Manhattan, Kansas. KCC alleges Josh Massie, Inc. damaged a KGS 1" PE gas service line while installing telecommunications service for WTC. There was a valid One-Call ticket #22229597 with a due date of 5/14/2022 as well as a Non-Response Ticket #2236516 issued on 5/16/2022. Locate marks were not present at the time of the damage although the original ticket indicated the gas service was marked and the Non-Response ticket indicated as being clear with no conflict. KGS did not follow their written procedure for marking of their facilities after receiving locate request.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute the allegation of non-compliance for not following written procedure but seeks to clarify events leading to the damage. Upon investigation, KGS determined that its locator marked the length of ticket 22229597 on May 13, 2022, but did not mark the service line to 9000 Elk Creek Road and the section of a branch service line that lies within the ticket scope. On May 16, 2022, the excavator, Josh Massie, called in non-response ticket 22236516 noting that KGS and several other utilities did not respond to the original ticket request. The responding KGS locator contacted Mr. Massie who confirmed via text message that KGS facilities were marked along Elk Creek (according to the ticket requests). The locator closed the ticket noting that KGS locates had already been made on the original ticket. However, a separate KGS technician on site noticed that the service line was not marked and proceeded to paint and flag the line servicing 9000 Elk Creek Road. This technician did not mark the section of branch service line within the 100 foot ticket scope that serviced a different meter. KGS technicians responding to the emergency order on May 17,

2022, repaired the leak and noted that the damage occurred outside the scope of Josh Massie's ticket request and was caused by a different excavation company piggy-backing off of that ticket. During weekly safety meetings with service technicians and locators held as recently as June 21, 2022, KGS management discussed the importance of confirming the presence and location of all service lines within the scope of large ticket requests. The locator who did not mark the service line on the original ticket passed several routine audits conducted by KGS on pre-and post-damage tickets 22204689, 22208409, 22210209, 22206451, 22234764, 22216744, 22202586, 22227933, 22237907, and 22234757. Likewise, the locator who was involved with the non-response ticket passed locate audits on tickets 22194181, 22203173, 22207938, 22209159, 22203216, 22217769, and 22272895. Both locators have exhibited satisfactory locate practices when audited by KGS personnel. KGS does not dispute KCC Staff's allegation of non-compliance for not following written procedure in not marking ticket 22229597 in full. However, KGS is not at fault for the damage which was caused by a separate excavator without its own locate ticket request. KGS auditors will continue to monitor the performance of the locators involved in this non-compliance.

KCC NOPV CK-22-OC-1075

KCC Description:

On 5/23/2022, KCC Staff was notified of excavation work resulting in a damage to a KGS gas line around the area of 9200 Alden St in Lenexa, Kansas. KCC alleges AM Underground LLC damaged a KGS 7/8" PE gas service line while installing conduit for telecom company. There was a valid One-Call ticket #22234405 with a due date of 5/18/2022. There were no locate marks present and ticket indicated as being marked. KGS did not follow their written procedure OGSops1.1404R and is in violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KCC Staff's allegation of non-compliance for not marking the affected service line. KGS's investigation determined that the locator could not obtain a locate signal and referred to maps provided by KGS. However, measurements of the service line were inaccurate. The excavator hit the gas line before KGS personnel responded to the locator's assist request. KGS crews responding to the leak, repaired the service line on the day of damage, confirming that it could be successfully located. In addition, KGS updated facility maps to reflect accurate measurements.

KCC NOPV CK-22-OC-1078

KCC Description:

On 6/13/2022, KCC Staff was notified of excavation work resulting in a damage to a KGS gas line around the area of 2444 W 180th St in Overland Park, Kansas. KCC alleges Bill LeCluyse Trenching, Inc damaged a KGS 3/4" PE gas service line while installing conduit for secondary electric. There was a valid One-Call ticket #22285044 with a due date of 6/11/2022. There were no locate marks present on this twin service stub. KGS did not follow their written procedure OGSops1.1404R and is in violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KCC Staff's allegation of non-compliance for not marking the affected service line. KGS's investigation

determined that the damaged facility was a stub service line reserved for future use. However, maps provided to the locator did not show this service line and, therefore, the line was not located. KGS crews repaired the leak the same day as damage by capping and abandoning the stub service line.

KCC NOPV CK-22-OC-1079

KCC Description:

On 6/13/2022, KCC Staff was notified of excavation work resulting in a damage to a KGS gas line around the area of 24506 W 85th Ter in Lenexa, Kansas. KCC alleges Precision Underground LLC damaged a KGS 7/8" PE gas service line while installing conduit for ATT. There was a valid One-Call ticket #22276867 with a due date of 6/9/2022. There were no locate marks present on this service line which was within the scope of the requested area. KGS did not follow their written procedure OGSops1.1404R and is in violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KCC Staff's allegation of non-compliance for not marking the service line to 24505 W. 85th Ter, where the damage occurred. KGS's investigation determined that the locator did not properly consult maps provided by KGS and did not mark the entirety of ticket 22276867, resulting in damage to the service line. KGS crews repaired the line on the day of damage and confirmed that the line could be toned and located. The locator passed several audits conducted by KGS locate audit personnel on the day of damage (tickets 22290096, 22286359, 22290102, and 66687327) which did not necessitate suspension or disqualification. The locator was coached on the importance of marking the full scope of the ticket and passed several post-damage audits (tickets 22329065, 22330412, 22327649, 22329905, 22329824, 22329832, and 22328153), demonstrating successful locate techniques and ability.

KCC NOPV CK-22-OC-1084

KCC Description:

On 6/15/2022, KCC Staff was notified of excavation work resulting in a damage to a KGS gas line around the area of W 148th St & Granada Rd in Leawood, Kansas. KCC alleges Heartland Midwest damaged a KGS 4" PE gas main line while directional drilling conduit for ATT. There was a valid One-Call ticket #22286966 with a due date of 6/14/2022. There were locate marks present and indicated as all clear. This main was within the scope of the requested area. KGS did not follow their written procedure OGSops1.1404R and is in violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KCC Staff's allegation of non-compliance for not marking the affected main. KGS's investigation determined that the locator failed to clarify the excavator's ticket request which instructed flags and paint "FROM THE INTERSECTION HEAD EAST LOCATING THE SOUTH ROW FOR 530FT." The locator mistakenly thought that the excavator only requested locates on the south side of 158th Street east of the intersection with Granada Road. A KGS distribution main is located on the north right-of-way on 148th Street and was not in the scope of the ticket. However, a main

branches south on Granada Road is within the scope of the ticket request and was not marked. Instead, the locator erroneously cleared the ticket as no conflict with KGS facilities. Subsequent post-damage audits of the locator were conducted on June 16, 2022, on tickets 22296263, 22294706, 22295445, and 22297498 by KGS personnel. The locator demonstrated sufficient knowledge of ticket scopes and was not referred for further training or remediation. KGS crews repaired the main on the day of damage and confirmed its locatability.

KCC NOPV CK-22-OC-1085

KCC Description:

On 6/15/2022, KCC Staff was notified of excavation work resulting in a damage to a KGS gas line around the area of 6725 Hadley Ln in Overland Park, Kansas. KCC alleges Primos Construction LLC damaged a KGS 2" PE gas main line while installing conduit for Google. There was a valid One-Call ticket #22274820 with a due date of 6/8/2022. There were locate marks present; however, the marks were off approximately 13 ft. KGS did not follow their written procedure OGSops1.1404R and is in violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KCC Staff's allegation of non-compliance for mismarking the gas main. KGS's investigation determined that the main's tracer wire was not connected requiring the locator to mark by measurement. However, maps provided to the locator by KGS were incorrect, resulting in damage to the main. KGS crews repaired the main on the day of damage and connected the tracer wire. KGS maps were also corrected.

KCC NOPV CK-22-OC-1093

KCC Description:

On 6/21/2022, KCC Staff was notified of excavation work resulting in a damage to a KGS gas line around the area of 5080 Woodson Rd in Mission, Kansas. KCC alleges Miles Excavating, Inc damaged a KGS 7/8" PE gas service line during a road reconstruction project. There was a valid One-Call ticket #22297620 with a due date of 6/18/2022. There were locate marks present; however, there marks were no marks present on this service. KGS did not follow their written procedure OGSops1.1404R and is in violation of 49 CFR 192.614 as adopted by K.A.R.82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KCC Staff's allegation of non-compliance for not marking the affected service line. Upon investigation, KGS determined that the locator failed to mark the entirety of the ticket request. The locator passed post-damage audits conducted by KGS personnel on tickets 22311475, 22313503, 22313843. However, as result of exhibiting similar deficiencies during a failed audit on a ticket in late June, the locator was disqualified and required to retrain, retest and requalify in order to locate for KGS again. After successful requalification, the locator passed audits on tickets 22349081 and 22351633. KGS crews repaired the service line on the day of damage and confirmed that the line could be accurately located.

KCC NOPV CK-22-OC-1107**KCC Description:**

On 7/18/2022, KCC Staff was notified of excavation work resulting in a damage to a KGS gas line around the area of W 65th Ter & Barker Rd in Shawnee, Kansas. KCC alleges Hettinger Excavating damaged a KGS 1-1/4" PE gas service line while installing a water main. There was a valid One-Call ticket #22355941 with a due date of 7/16/2022. There were locate marks present; however, there were no marks on this service. This was a new service which was not indicated on KGS maps. KGS did not follow their written procedure OGSops1.1404R and is in violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KCC Staff's allegation of non-compliance. KGS's investigation determined that the service line was unlocatable due to a broken tracer wire. In addition, the damaged service line was not displayed on maps provided by KGS to the locator. Because there was no meter on the service line, the locator was unaware that there was an additional service line within the scope of the ticket. As a result, the service was not marked according to the excavator's request. KGS crews repaired the service line on the day of damage and confirmed its locatability on subsequent site visits. In addition, KGS maps were corrected to assist future locates.

KCC NOPV CK-22-OC-1110**KCC Description:**

On 7/26/2022, KCC Staff was notified of excavation work resulting in a damage to a KGS gas line around the area of 12209 Mohawk Rd in Leawood, Kansas. KCC alleges Midwest Cable Services LLC damaged a KGS 2" PE gas main line while directional drilling conduit for ATT. There was a valid One-Call ticket #22370998 with a due date of 7/23/2022. There were locate marks present; however, they stopped approximately 58 ft from where the damage occurred. KGS did not follow their written procedure OGSops1.1404R and is in violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KCC Staff's allegation of non-compliance. Upon investigation, KGS determined that the locator did not maintain an accurate tone when locating the main. As a result, the locator marked the gas main dead shorter than its actual location. Damage occurred within the scope of the excavator's ticket request. A KGS locate audit supervisor confirmed that the full length of the main could be toned and accurately located. KGS crews repaired the affected main on the day of damage. As a result of the mismark, the locator was suspended from the field to attend a mandatory three-day retraining. Upon release to the field, the locator passed follow-up audits conducted by KGS audit personnel on tickets 22382394, 22382410, 22385780, 22406736, 224406736, 22411765, 22411962, 22406972, 22407262, 22409263, and 22409446.

KCC NOPV CK-22-OC-1121**KCC Description:**

On 8/4/2022, KCC Staff was notified of excavation work resulting in a damage to a KGS gas line around the area of 10621 W 57th Ter in Shawnee, Kansas. KCC alleges Sosaya and Sons

Construction damaged a KGS 2" PE gas main line while directional drilling conduit for street lights. There was a valid One-Call ticket #22391212 with a due date of 8/4/2022. There were locate marks present; however, they stopped and did not indicate a dogleg. The locator also did not mark the entire scope of the ticket stopping approximately 21 ft short. KGS did not follow their written procedure OGSops1.1404R and is in violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KCC Staff's allegation of non-compliance for not marking the entire length of the damaged gas main within the scope of the ticket. KGS investigators determined that the locator failed to recognize that the main did not terminate at the dogleg referenced in Staff's description. As a result, the locator was suspended from the field for three days to attend retraining. Due to having passed recent audits on tickets 22388930, 22390456, and 22388923, the locator was not recommended for disqualification. Upon release back to the field, the locator passed follow up audits on tickets 22409055, 22421751, and 22434796. KGS crews repaired the damaged main the same day and confirmed that it could be successfully located.

KCC NOPV CK-22-OC-1124

KCC Description:

On 8/8/2022, KCC Staff was notified of excavation work resulting in a damage to a KGS gas line around the area of 2506 W 77th St in Prairie Village, Kansas. KCC alleges Water District No 1 of Johnson County was excavating repair a water break and damaged a KGS 3/4" PE gas service line. There was a valid One-Call ticket #22401908 with a due date of 8/8/2022. Locate marks were present; however, there were no marks on this service line which was within the scope of the requested area. KGS did not follow their written procedure OGSops1.1404R and is in violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KCC Staff's allegation of non-compliance for not marking the damaged service line. Upon investigation, KGS determined that the locator failed to recognize that the neighboring service line was within the 50 foot radius requested by the excavator. KGS crews repaired the damage the same day and confirmed that the service line could be successfully located. As a result, the locator was placed on non-disqualification removal from the field following the damage. After successfully completing five days retraining, the locator passed joint observations conducted by KGS locate auditors and locate contractor supervision on ticket 22388615. The locator then passed a follow-up audit on ticket 22428376.

KCC NOPV CK-22-OC-1125

KCC Description:

On 8/8/2022, KCC Staff was notified of excavation work resulting in a damage to a KGS gas line around the area of 7812 W 115th St in Overland Park, Kansas. KCC alleges MDT was directional drilling conduit for the ATT project and damaged a KGS 4" PE gas main line. There was a valid One-Call ticket #22375875 with a due date of 7/28/2022. Locate marks were present; however, there were no marks on this main line nor on the 2" PE gas main crossing W

115th St. Both were within the scope of the requested area. KGS did not follow their written procedure OGSops1.1404R and is in violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. (“KGS”) does not dispute KCC Staff’s allegation of non-compliance. KGS’s investigation determined that the locator failed to mark the entire scope of the ticket as requested by the excavator. KGS crews repaired the main on the day of damage and confirmed that the pipe could be successfully located. As a result of the damage, the locator was suspended five days. Upon return to the field, the locator passed an audit conducted by KGS personnel on ticket 22419056. KGS will continue to monitor the locator’s performance.

KCC NOPV CK-22-OC-1133

KCC Description:

On 8/17/2022, KCC Staff was notified of excavation work resulting in a damage to a KGS gas line around the area of 11658 W 75th St in Shawnee, Kansas. KCC alleges Miles Excavating, Inc damaged a KGS 2" PE gas main line with a concrete form stake during a sidewalk install. There was a valid One-Call ticket #22409620 with a due date of 8/13/2022. Locate marks were present; however, they were out of tolerance by approximately 15 ft. Tracer wire was present at the damage site. KGS did not follow their written procedure OGSops1.1404R and is in violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.9/2

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. (“KGS”) does not dispute KCC Staff’s allegation of non-compliance for mismarking the damaged gas main. Upon investigation, KGS determined that inaccurate maps were provided to the locator by KGS resulting in the locator mismarking the main by approximately 13-15 feet. KGS crews replaced the damaged section of pipe the same day and confirmed that it could be successfully located. In addition, KGS updated system maps with accurate measurements.

KCC NOPV CK-22-OC-1135

KCC Description:

On 8/26/2022, KCC Staff was notified of excavation work resulting in a damage to a KGS gas line around the area of W 135th St & Mission Rd in Leawood, Kansas. KCC alleges Capital Electric Line Builders, Inc damaged a KGS 2" PE gas main line with an excavator while installing conduit for primary electric. There was a valid One-Call ticket #22425523 with a due date of 8/20/2022. Locate marks were present; however, they were out of tolerance by approximately 21 ft. Tracer wire was present at the damage site. KGS did not follow their written procedure OGSops1.1404R and is in violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. (“KGS”) does not dispute KCC Staff’s allegation of non-compliance. Upon investigation, KGS determined that measurements provided to the locator were incorrect resulting in mismarking the main approximately 21 feet. The locator reported that as-built maps indicated a 90-degree bend, which did not exist. KGS crews replaced

the damaged section of pipe the same day and confirmed the main could be successfully located. KGS updated maps and location measurements to assist future locates.

KCC NOPV JW-22-OC-1105

KCC Description:

On 08/22/2022, Prestige A&L Corp damaged a KGS 2" CS natural gas main line in the vicinity of W 55th St. S and S Charles St. in Wichita, Kansas. One Call ticket #22402785 had a work to begin date of 08/10/2022. The KGS facilities were not marked according to the requested area and the ticket indicated the area had been marked. KGS did not follow the procedure OGSops1.1404R which directs KGS to locate its gas facilities within two full working days after being notified on an intent to excavate. Failure to follow the written procedure is a violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KCC Staff's allegation of non-compliance for not following locate procedures. Upon investigation, KGS determined that this excavation project involved several requested tickets and updates. The locator assigned ticket 22402785 had been in contact with the excavator before the indicated start date to coordinate areas of the ticket undergoing immediate excavation. However, the locator misunderstood timeline directions from the excavator and failed to document specific project instructions that were mutually agreed upon by the parties. As a result, the affected gas main was not appropriately marked, resulting in damage to KGS facilities. KGS crews repaired the main on the day of damage and confirmed that the pipe could be successfully located. KGS audit personnel held discussions with the locators involved in the project to ensure proper documentation and understanding of mutual agreements with the excavator. KGS did not refer the locator for disqualification or formal retraining.

KCC NOPV KF-22-OC-1017

KCC Description:

On 9/23/2022, KCC Staff was notified of excavation work being performed around the area of 416 W. Durink St. in St. Marys, Kansas. KCC alleges that Briggs Brothers Construction damaged a KGS 1" PE gas service and EFV while performing water and sewer improvements for the City of St. Marys. There was a valid One-Call ticket #22474061 with a due date of 9/15/2022. There was a tracer wire present. The damaged service line was not marked. KGS did not follow the procedure OGSops1.1404R which directs KGS to locate its gas facilities within two full working days after being notified on an intent to excavate. Failure to follow the written procedure is a violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KCC Staff's allegation of non-compliance for not following KGS procedures. Upon investigation, KGS determined that while completing the request, the locator did not properly recognize that the affected service line was within the scope of the ticket. As a result, the service line was not marked. KGS management coached the locator on the importance of understanding the entire scope of the ticket and potential tie-ins that may be present on mains. Due to successful past

performance, the locator was not recommended for disqualification or suspension. KGS crews repaired the damaged service line the same day and confirmed that it was locatable.

KCC NOPV CK-22-OC-1149

KCC Description:

On 9/15/2022, KCC Staff was notified of excavation work resulting in a damage to a KGS gas line around the area of W 90th Ter & Delmar St in Prairie Village, Kansas. KCC alleges Black and McDonald damaged a KGS 5/8" PE gas service line with an excavator while installing conduit for primary electric. There was a valid One-Call ticket #22472616 with a due date of 9/14/2022. Locate marks were present; however, they were out of tolerance by approximately 21 ft. This service was not on KGS maps and was not marked. KGS did not follow their written procedure OGSops1.1404R and is in violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KCC Staff's allegation of non-compliance. KGS determined that pipe was a previously abandoned lantern service line that did not appear on records provided to the locator. As a result, the line was not marked for the excavator. KGS crews installed a plug which secured the leak and effectively abandoned the old service line at the main.

KCC NOPV CK-22-OC-1154

KCC Description:

On 9/26/2022, KCC Staff was notified of excavation work resulting in a found KGS gas line around the area of 7124 Buena Vista St in Prairie Village, Kansas. KCC alleges AB May Company found a KGS 1-1/4" steel gas service line with a 7/8" PE line inserted while trenching in conduit for a secondary electric service. There was a valid One-Call ticket #22490474 with a due date of 9/22/2022. Locate marks were present; however, they were out of tolerance by approximately 13 ft. This service was marked using KGS maps. KGS did not follow their written procedure OGSops1.1404R and is in violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KCC Staff's allegation for not following procedure in its response to ticket request 22490474. Upon investigation, KGS agrees that the locator referred to KGS maps to mark by measurement. However, measurements were incorrect which resulting in mismarking the gas service line by approximately 13 feet. KGS also determined that the excavator failed to verify marks by pothole. Damage to KGS facilities was limited to the steel casing but did not result in damage to or leak of the plastic service line. The onsite supervisor confirmed that KGS made the service line locatable. In addition, KGS updated facility measurements to assist in future locating.

KCC NOPV LH-22-OC-1002

KCC Description:

On 10/3/2022, KCC Staff was notified of excavation work resulting in a damage to a KGS gas line around the area of 1806 SW 33rd, Topeka, KS. KCC alleges City of Topeka Water Division was excavating to repair a water main break and damaged a KGS 3/4" PE gas service line. There

was a valid One-Call ticket #22519556 with a due date of 10/03/2022. Locate marks were present; however, there were no marks on this service line which was within the scope of the requested area. KGS did not follow their written procedure OGSops1.1404R and is in violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KCC Staff's allegation of non-compliance for not following procedures when locating ticket 22519556. Upon investigation, KGS determined that KGS maps provided to the locator did not indicate a six foot offset present on the long side service line that was hit. Due to an existing break in the tracer wire, the pipe was not locatable. KGS crews replaced the damaged section of service line and ran new tracer wire. In addition, maps were corrected to assist future locates.

KCC NOPV LH-22-OC-1003

KCC Description:

On 10/6/2022, KCC Staff was notified of excavation work resulting in a damage to a KGS gas line around the area of 7215 SW Topeka Boulevard, Topeka, KS. KCC alleges Torgeson Electric was boring to install a new electric main and damaged a KGS 2" PE gas main line. There was a valid One-Call ticket #22527977 with a due date of 10/06/2022. Locate marks were present; however, there were no marks on this main line which was within the scope of the requested area. KGS did not follow their written procedure OGSops1.1404R and is in violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KCC Staff's allegation of non-compliance for not following locate procedures. KGS's investigation determined that the locator failed to properly tone the damaged main. KGS crews repaired the main on the day of damage. Onsite KGS audit personnel confirmed that the main could be properly toned and located. As a result, the locator was retrained on conductive locate techniques. Following release to the field, the locator successfully passed audits on tickets 22557520 and 22542966. Please note that the ticket number cited by KCC Staff in its description of damage refers to the emergency locate request called in by KGS in response to the damage. The original excavator ticket was 22504771.

KCC NOPV JW-22-OC-1144

KCC Description:

On 10/13/2022, IWP LLC damaged a KGS 1" steel casing, containing a 1/2 inch PE service, at 1920 N Drollinger St. in Wichita, Kansas while performing foundation work. One Call ticket #22512524 had a work to begin date of 10/12/2022. The KGS facilities were not marked according to the requested area and the ticket indicated the area had been marked. KGS did not follow the procedure OGSops1.1404R which directs KGS to locate its gas facilities within two full working days after being notified on an intent to excavate. Failure to follow the written procedure is a violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KCC Staff's allegation of non-compliance. KGS's investigation determined that due to no tracer wire, the original locator assigned to mark ticket 22512524 had difficulty locating the affected service line when working the request on October 11, 2022. The locator contacted KGS dispatch to request assistance from KGS locate personnel to locate the facility. However, the request was not properly documented by KGS dispatch for referral to locate personnel and the facility remained unmarked. To remedy this workflow issue, KGS dispatch has created a new log which automatically notifies appropriate operations personnel when a locator needs assistance locating gas facilities. Upon arrival to the scene, KGS repair crews confirmed the excavator hit the service line's steel casing. Due to continued foundation work by the homeowner, KGS relocated the service line and ensured the line could be successfully located by tracer wire.

KCC NOPV CK-22-OC-1171**KCC Description:**

On 10/17/2022, KCC Staff was notified of excavation work resulting in a damage to a KGS gas line around the area of 6801 W 72nd Ter in Overland Park, Kansas. KCC alleges TRC Construction damaged a KGS 3/4" PE gas service line with an excavator while repairing a foundation. There was a valid One-Call ticket #22541763 with a due date of 10/17/2022. Locate marks were present; however, they were out of tolerance by approximately 11 ft. Tracer wire was present at the damage site and at the meter. KGS did not follow their written procedure OGSops1.1404R and is in violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KCC Staff's allegation of non-compliance. Upon investigation, KGS determined that the locator failed to utilize the available tracer wire and facility maps when marking the affected facility. As a result, the service line was mismarked and subsequently damaged by the excavator. Due to this damage and further failed audits conducted by KGS locate personnel, the locator was permanently disqualified from performing work for KGS. KGS crews responded to the hit line on the day of the damage, replaced the damaged section of service line, and confirmed the line could be successfully located.

KCC NOPV CK-22-OC-1174**KCC Description:**

On 10/19/2022, KCC Staff was notified of excavation work resulting in a damage to a KGS gas line around the area of 7123 Village Dr in Prairie Village, Kansas. KCC alleges Sharp Excavating, Inc damaged a KGS 7/8" PE gas service line while capping a sanitary sewer service. There was a valid One-Call ticket #22537359 with a due date of 10/14/2022. Locate marks were present; however, they were out of tolerance by approximately 10 ft. Tracer wire was present at the damage site. KGS did not follow their written procedure OGSops1.1404R and is in violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KCC Staff's allegation of non-compliance. Upon investigation, KGS determined that the locator failed to

properly connect to the service line tracer wire in favor of straight-lining marks from the meter to the main. As a result, the service line was mismarked approximately 10 feet. Due to this damage and other performance issues identified by KGS locate audit personnel, the locator was permanently disqualified from working ticket requests involving KGS facilities. KGS crews secured the leak on the day of damage and plugged the service line at the request of the property owner.

KCC NOPV JW-22-OC-1146

KCC Description:

On 10/13/2022, SpliceCo Inc. damaged a KGS 1/2" PE natural gas service line at 4620 W Esthner Ave. in Wichita, Kansas. One Call ticket #22517922 had a work to begin date of 10/06/2022. The KGS facilities were not marked according to the requested area and the ticket indicated the area had been marked. KGS did not follow the procedure OGSops1.1404R which directs KGS to locate its gas facilities within two full working days after being notified on an intent to excavate. Failure to follow the written procedure is a violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KCC Staff's allegation of non-compliance. Upon investigation, KGS determined that the locator marked the associated main but failed to recognize the service line. As a result, the service line was not marked and was subsequently damaged by the excavator. The locator was permanently disqualified. KGS crews secured the resulting leak on the day of damage and installed a new service line the following day. Upon completion, KGS confirmed that the line could be successfully located.

KCC NOPV CK-22-OC-1190

KCC Description:

On 11/22/2022, KCC Staff was notified of excavation work resulting in a damage that occurred to a KGS gas line around the area of 10100 W 96th Pl in Overland Park, Kansas. KCC alleges Water District No 1 of Johnson County damaged a KGS 7/8" PE gas service line repairing a water main. There was a valid One-Call ticket #22614896 with a due date of 11/22/2022. Locate marks were present on the main; however, they were no marks on the long-side service to 10715 W 97th St. KGS did not follow their written procedure OGSops1.1404R and is in violation of 49 CFR 192.614 as adopted by K.A.R. 82-11-4.

KGS Response:

Kansas Gas Service, a division of ONE Gas, Inc. ("KGS") does not dispute KCC Staff's allegation of non-compliance for not marking the damaged service line. KGS's investigation determined that the locator failed to recognize and mark the long-side service line which resulted in excavation damage. KGS crews replaced the damage section of pipe the same day and confirmed it could be successfully located by tone and measurement. Upon return from suspension, the locator passed audits performed by KGS locate personnel on tickets 22626616, 22626046, and 22627388.

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

In the Matter of Staff Recommendation for)
Kansas Gas Service, a Division of ONE)
Gas, Inc., to Show Cause why the) Docket No. 21-KGSG-398-SHO
Commission Should Not Impose Penalties)
for Violation of Natural Gas Pipeline Safety)
Regulations.)

COMPROMISE AND ALTERNATIVE TO CIVIL PENALTY

Kansas Gas Service, a Division of ONE Gas, Inc. (“Kansas Gas Service” or “Company”), and the Staff of the State Corporation Commission of the State of Kansas (“Staff” and “Commission,” respectively), pursuant to K.S.A. 66-1,152, respectfully submit this Compromise and Alternative to Civil Penalty (“Compromise and Alternative”) to the Commission for consideration. In support thereof, Kansas Gas Service and Staff state the following to the Commission:

I. CONDENSED BACKGROUND

1. Kansas Gas Service is a natural gas public utility operating in the state of Kansas pursuant to certificates of convenience and necessity issued by the Commission. Kansas Gas Service’s principal place of business within the state of Kansas is located at: 7421 West 129th Street, Overland Park, Kansas 66213.

2. The Kansas Underground Utility Damage Prevention Act (“KUUDPA”), K.S.A. 66-1801 *et seq.*, as amended, places requirements on Excavators and Operators when conducting excavation activities. In general, Excavators are required to provide notice before excavating,¹ and Operators are required to mark underground facilities once they receive notice from an

¹ See K.S.A. 66-1804.

Excavator.² As a regulated natural gas public utility, Kansas Gas Service is an Operator of Tier 1 gas facilities.

3. The Commission is authorized to adopt such rules and regulations as may be necessary to ensure conformance with the Natural Gas Pipeline Safety Act of 1968.³ K.A.R. 82-11-4 contains Kansas' adoption of the Pipeline and Hazardous Materials Safety Administration's ("PHMSA") Minimum Federal Safety Standards. 49 C.F.R. 192.614, as adopted, requires Operators like Kansas Gas Service to carry out a written program to prevent damage to pipelines from excavation activities.⁴

II. PRIOR INVESTIGATIONS AND REMEDIAL ACTIONS

4. Staff routinely reviews Kansas Gas Service for its performance under KUUDPA. Staff performs random audits of Kansas Gas Service's compliance with marking underground facilities, and also investigates reports of damage to Kansas Gas Service's underground facilities. Depending on the circumstances, Staff issues Kansas Gas Service a Notice of Probable Violation ("NOPV"). An NOPV alleges Kansas Gas Service did not meet its KUUDPA obligations, and requires the Company to respond to the allegation. The most common examples of NOPVs are instances where: (1) Kansas Gas Service did not mark its facilities within two working days of receiving an Excavator's notice, and (2) Kansas Gas Service's locate marks were outside of KUUDPA's 24-inch tolerance zone.

5. Between 2020 and 2022, Kansas Gas Service performed 1,035,305 line locates and incurred 2,329 damages to its facilities. Of those damages, 710 were considered to be caused by insufficient locating practices. During this time period, Staff performed a total of 1,057 KUUDPA

² See K.S.A. 66-1806.

³ K.S.A. 66-1,150.

⁴ See 49 C.F.R. 192.614(a).

investigations involving damages on KGS facilities and issued 352 Notices of Probable Violation to KGS. As a result of these investigations, Staff recommended the Commission issue a civil penalty of \$194,000 associated with 158 of its investigations. Staff also recommended \$36,000 of this total be held in abeyance to provide Kansas Gas Service be an opportunity to improve its line locating performance.

6. Over the past three years, Kansas Gas Service and Staff have been observing the Company's KUUDPA performance and evaluating significant reforms made to the Company's underground facility location processes. Kansas Gas Service terminated its agreement with its line locate contractor, and engaged a new contractor dedicated to the Company's facilities. In addition, Kansas Gas Service began performing all underground facility locates outside of major metropolitan areas. In 2022, Kansas Gas Service performed 356,237 line locates, of which 114,031 were completed using internal labor.

III. COMPROMISE AND GRANT FRAMEWORK

7. Kansas Gas Service and Staff agree this Compromise and Alternative should be used to resolve NOPV civil penalties for calendars year 2020, 2021, and 2022. While evaluating Kansas Gas Service's KUUDPA performance, the Company and Staff explored how excavators become familiar with Kansas' KUUDPA requirements. Recognizing additional education could help reduce damages statewide, Kansas Gas Service and Staff explored creating a compromise framework enhancing excavator education. The Compromise and Alternative proposed herein is the result of this collaborative discussion.

8. The Commission is authorized to issue civil penalties for violations of KUUDPA or Kansas' adoption of PHMSA's Minimum Federal Safety Standards. The statutory authority

for these penalties is interrelated with Kansas' Gas Pipeline Safety statutes, K.S.A. 66-1,150 *et seq.* Kansas law authorizes the Commission to consider compromises:

Any civil penalty may be compromised by the state corporation commission. In determining the amount of the penalty or the amount agreed in compromise, the appropriateness of the penalty to the size of the business, the gravity of the violation, and the good faith of the person charged in attempting to achieve compliance shall be considered. The amount of the penalty, when finally determined, or the amount agreed upon in compromise, may be deducted from any sums owing by the state of Kansas to the person charged or may be recovered in a civil action in the appropriate district court. **In lieu of all or part of the civil penalty, the commission may consider and approve, before or at hearing, a requirement, negotiated with commission staff, that the person charged make payment to or expenditures for a project that is related to natural gas pipeline safety or underground utility damage prevention and benefits the industry or community as a whole.** K.S.A. 66-1,152 (emphasis added).

9. Using this authority, Kansas Gas Service and Staff worked together to develop a compromise focused on excavator education. The Compromise and Alternative framework creates a project related to both natural gas pipeline safety and underground utility damage prevention. Likewise, because the Compromise and Alternative enhances excavator education, it benefits both the industry and community as a whole. Increasing excavator education of KUUDPA's requirements and improving collaboration between excavators and operators reduces the likelihood of damages and allows community resources to respond to other pressing matters.

A. Amount of Compromise

10. Kansas Gas Service and Staff agree the amount of the compromise will be \$158,000 ("Compromise Amount").⁵

B. Grant Process

⁵ \$158,000 equals the aggregate amount of penalties proposed in this docket (\$194,000) *minus* the amount of penalties held in abeyance (\$36,000).

11. Kansas Gas Service and Staff have developed a simplified, four-step grant process for Commission review and approval. First, Staff will develop a short grant application to be completed by educational institutions using Commission-approved criteria. Second, Staff will distribute the grant application to educational institutions operating in Kansas Gas Service's service territory. Third, educational institutions will complete the grant application and return it to the Pipeline Safety Section of the Commission. Finally, Staff will review the received applications and direct Kansas Gas Service to distribute funds according to the Commission-approved formula. This process allows the Commission to oversee and approve the grant framework, while allowing the efficient administration and distribution of proceeds.

Grant Application Criteria

12. Kansas Gas Service and Commission Staff have prepared a grant application, attached hereto as Exhibit A. Kansas Gas Service and Staff recommend the following criteria be contained in the grant application:

- a. A brief explanation of the educational institution (e.g., vocational school, four-year university);
- b. The educational institution's overall student enrollment;
- c. The number of students participating in the educational institution's excavation and/or construction programs each academic year;
- d. A brief explanation of how excavator training is, or will be, incorporated within curriculum;
- e. A brief explanation of how KUUDPA is incorporated within curriculum;
- f. A brief explanation of how the educational institution would use awarded funds (e.g., facilities, equipment, technology, etc.);

- g. A commitment to include training on KUUDPA; and
- h. A commitment to use awarded funds exclusively for the educational institution's excavation and/or construction science programs.

Grant Review

13. Upon the close of a 45-day grant window, Staff will review the received applications. Staff will review and determine whether an educational institution's application substantially responds to the grant criteria set forth in this Compromise and Alternative. After completing its review, Staff will direct Kansas Gas Service to distribute funds to educational institutions using this Compromise and Alternative's defined formula.

Grant Award Distribution Formula

14. Contributions totaling \$158,000 will be proportionally awarded to educational institutions based on an equal weighting of: (1) an educational institution's overall enrollment, and (2) enrollment in the educational institution's excavation and/or construction program (subject to additional adjustment based on program maturity). For illustration, assume four different schools applied for grant funding and received awards:

	Overall Enrollment	Proportion	1/2 Award	Program Enrollment	Proportion	1/2 Award	Total Award
School 1	27,000	58%	\$46,069.11	100	37%	\$29,044.12	\$ 75,113.23
School 2	5,000	11%	\$ 8,531.32	37	14%	\$10,746.32	\$ 19,277.64
School 3	2,300	5%	\$ 3,924.41	50	18%	\$14,522.06	\$ 18,446.46
School 4	12,000	26%	\$20,475.16	85	31%	\$24,687.50	\$ 45,162.66
Total	46,300	100%	\$79,000.00	272	100%	\$79,000.00	\$158,000.00

C. Grant Timing

15. Upon receiving Commission approval of this Compromise and Alternative, and within 30 days of receiving a Commission order approving this Compromise and Alternative, Staff will distribute the application to educational institutions within Kansas Gas Service's service territory offering excavation and/or construction science programs. Kansas Gas Service and

Commission Staff will work to identify individual schools and programs eligible for participation and will also coordinate with state bodies and organizations to ensure widespread program awareness.

16. The Application would request educational institutions respond within 45 days of receiving of the application. The 45-day grant window, discussed above, allows time for grant applications to be mailed, received, completed, and returned.

D. Grant Awards

17. Within 30 days after the close of the 45-day grant window, Staff will review the received grant applications and direct Kansas Gas Service to proportionally distribute the Compromise Amount to responding educational institutions. Kansas Gas Service will then distribute the allocated awards to each respective educational institution.

E. Miscellaneous Provisions

18. Kansas Gas Service and Staff agree, this Compromise and Alternative fully addresses all KUUDPA-related civil penalties for calendar years 2020, 2021, and 2022.

19. Kansas Gas Service and Commission Staff agree this Compromise and Alternative presents a unique opportunity to enhance excavator education. At the same time, Kansas Gas Service and Staff agree the Compromise and Alternative does not obligate either party to propose or recommend such framework be used in any subsequent proceeding.

20. Nothing in the Agreement is intended to impinge or restrict, in any manner, the exercise by the Commission of any statutory right, including the right of access to information, and any statutory obligation, including the obligation to ensure that Kansas Gas Service is providing efficient and sufficient service at just and reasonable rates.

21. Kansas Gas Service and Staff shall have the right to present prefiled testimony in support of the Compromise and Alternative. Such testimony shall be filed formally in the docket and presented by witnesses at a hearing on the Agreement, if the Commission so orders. Such testimony shall be filed as required by the procedural schedule, or any modification to the procedural schedule filed in this docket.

22. The Agreement represents a negotiated settlement that fully resolves all of the issues in this docket among Kansas Gas Service and Staff. Kansas Gas Service and Staff represent that the terms of the Agreement constitute a fair and reasonable resolution of the issues addressed herein. Except as specified herein, Kansas Gas Service and Staff shall not be prejudiced, bound by, or in any way affected by the terms of the Agreement (a) in any future proceeding; (b) in any proceeding currently pending under a separate docket; and (c) in this proceeding should the Commission decide not to approve the Agreement in the instant proceeding.

23. If the Commission accepts the Compromise and Alternative in its entirety and incorporates the same into a final order without material modification, Kansas Gas Service and Staff shall be bound by its terms and the Commission's order incorporating its terms as to all issues addressed herein, and will not appeal the Commission's order on these issues provided that Commission approval of the Agreement shall not constitute approval of, or precedent regarding, any principle or issue in this proceeding.

24. The provisions of the Agreement have resulted from negotiations among Kansas Gas Service and Staff, and are interdependent. In the event that the Commission does not approve and adopt the terms of the Agreement in total, the Agreement shall be voidable and no party hereto shall be bound, prejudiced, or in any way affected by any of the agreements or provisions hereof.

Further, in such event, the Agreement shall be considered privileged and not admissible in evidence or made a part of the record in any proceeding.

25. To the extent the Agreement provides for information, documents or other data to be furnished to the Commission or Staff, such information, documents or data shall be filed with the Commission and a copy served upon the Commission's Director of Utilities. Such information, documents, or data shall be marked and identified with the docket number of this proceeding.

IV. CONCLUSION

26. Kansas Gas Service and Staff are committed to working collaboratively to minimize KUUDPA NOPVs. Likewise, Kansas Gas Service and Staff are mindful of the benefits excavator education can provide. Implementing an education-based grant award in lieu of a civil penalty serves the dual purpose of ensuring operator accountability under KUUDPA while enhancing excavator training and community safety.

WHEREFORE, Kansas Gas Service and Staff respectfully request the Commission accept this Compromise and Alternative to Civil Penalty, and any other relief the Commission deems just and reasonable.

Respectfully submitted,

/s/ Robert Elliott Vincent
Robert Elliott Vincent, KS Bar #26028
KANSAS GAS SERVICE
7421 West 129th Street
Overland Park, Kansas 66213-2634
(913) 319-8615, telephone
(913) 319-8622, facsimile
robert.vincent@onegas.com

Attorney for Kansas Gas Service,
a Division of ONE Gas, Inc.

/s/ Carly R. Masenthin

Carly R. Masenthin, KS Bar #27944
Kansas Corporation Commission Staff
Senior Litigation Counsel
1500 SW Arrowhead Rd
Topeka, KS 66604
Phone (785) 271-336
c.masenthin@kcc.ks.gov

Attorney for the Staff of the State Corporation
Commission of the State of Kansas.

Exhibit A
[Kansas Corporation Commission Letterhead]

[DATE]

Contact Name
Institution Name
Institution Address

Kansas Gas Service, a Division of ONE Gas, Inc. and the Staff of the State Corporation Commission of Kansas (KGS and Staff, respectively) are writing this letter to inform you of a potential funding opportunity for programs related to natural gas pipeline safety or underground utility damage prevention. At this point, the amount of funding that may be available for funding projects of this nature is \$158,000. It is our understanding that your institution trains heavy equipment operators to perform excavation at construction sites. We believe this type of program would meet the above described criteria.

The potential funding your institution could receive would be directed to the institution via the Kansas Corporation Commission's (KCC) authority under K.S.A. 66-1,152, which permits the Commission to direct all or part of a civil penalty payment to a project that is related to natural gas pipeline safety or underground utility damage prevention if such payment benefits the natural gas industry or community as a whole.

KGS and Staff plan to recommend to the Commission to prioritize funding to programs and projects that provide training related to excavation activity for future excavators on standards, procedures, and minimum requirements for excavating over and around existing underground facilities. The funding opportunity could also apply to training programs for utility locate service technicians that provide temporary markings indicating the location of buried facilities.

If your institution is interested in being considered for this funding opportunity, please provide us with a proposal that describes how you would use the funding. The following page contains a series of questions that will help the Commission review your request for funding.

Please respond within 30 days of this letter. Your request for funding may be e-mailed to Leo Haynos (L.Haynos@kcc.ks.gov) or mailed to the Utilities Division of the Kansas Corporation, 1500 SW Arrowhead Road, Topeka, Kansas 66604.

We look forward to receiving a funding proposal from your institution.

Sincerely,

Leo Haynos
Chief Engineer, Utilities Division
Kansas Corporation Commission
1500 Southwest Arrowhead Road
Topeka, KS 66604

Grant Funding Application – Docket No. 21-KGSG-398-SHO

- a. A brief explanation of the educational institution (e.g., vocational school, four-year university):

- b. The educational institution's overall student enrollment:

- c. The number of students participating in the educational institution's excavation and/or construction programs each academic year:

- d. A brief explanation of how excavator training is incorporated within curriculum:

- e. A brief explanation of how the Kansas Underground Utility Damage Prevention Act ("KUUDPA") is, or will be, incorporated within curriculum:

- f. A brief explanation of how the educational institution would use awarded funds (e.g., facilities, equipment, technology, etc.);

- g. A commitment to use awarded funds to perform training on KUUDPA:

- h. A commitment to use awarded funds exclusively for the educational institution's excavation and/or construction science programs:

Date:	Name:
Educational Institution:	Signature:
	Title:

VERIFICATION

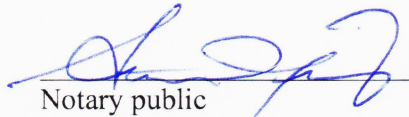
STATE OF KANSAS)
)
COUNTY OF JOHNSON)

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 *Compromise and Alternative to Civil Penalty* 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 8/1/23.


Notary public

My Appointment Expires:

6/5/26



CERTIFICATE OF SERVICE

21-KGSG-398-SHO

I, the undersigned, certify that a true copy of the attached Motion has been served to the following by means of electronic service on August 8, 2023.

DAVID COHEN, ASSISTANT GENERAL COUNSEL
KANSAS CORPORATION COMMISSION
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
d.cohen@kcc.ks.gov

BRIAN G. FEDOTIN, GENERAL COUNSEL
KANSAS CORPORATION COMMISSION
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
b.fedotin@kcc.ks.gov

CARLY MASENTHIN, LITIGATION COUNSEL
KANSAS CORPORATION COMMISSION
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
c.masenthin@kcc.ks.gov

ROBERT E. VINCENT, MANAGING ATTORNEY
KANSAS GAS SERVICE, A DIVISION OF ONE GAS, INC.
7421 W. 129TH STREET
OVERLAND PARK, KS 66213
robert.vincent@onegas.com

/S/ KCC Docket Room

KCC Docket Room