

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

In the Matter of the Investigation of Kansas Gas )  
Service, A Division of ONE Gas Regarding )  
Violations of the Kansas Underground Utility )  
Damage Prevention Act (KUUDPA) (K.S.A. 66- ) Docket No. 24-DPAX-895-PEN  
1801, et seq., and K.A.R. 82-14-1 through 82-14- )  
5) and the Commission's Authority to Impose )  
Penalties and/or Sanctions (K.S.A. 66-1,151). )

**JOINT MOTION FOR APPROVAL OF  
COMPROMISE AND ALTERNATIVE TO CIVIL PENALTY**

The Staff of the State Corporation Commission of the State of Kansas (“Staff” and “Commission,” respectively), and Kansas Gas Service, a division of ONE Gas, Inc. (“Kansas Gas Service”), file this Joint Motion requesting the Commission issue an order approving the attached Compromise and Alternative to Civil Penalty. In support of its Motion, Staff and Kansas Gas Service state as follows:

1. Commission Staff investigated the activities and operations of Kansas Gas Service from January 2023 to December 2023 regarding providing timely locate marks on its underground gas facilities within the time allowed by the state damage prevention laws of two business days.<sup>1</sup>
2. For the period of January 2023 to December 2023, Staff found during its investigations that KGS failed to provide excavators with the location of the tolerance zone of the buried facilities before excavation began on forty (40) separate occasions, and on seven (7) occasions it provided an inaccurate mark.
3. On September 24, 2024, the Commission issued a Penalty Order assessing a \$47,000 civil penalty for forty-seven (47) violations of the Kansas Underground Utility Damage

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<sup>1</sup> See Report and Recommendation of Staff dated June 12, 2024.

Prevention Act, K.S.A. 66-1801, *et. seq.* and the Commission's natural gas pipeline safety regulations adopted pursuant to K.S.A. 66-1,150, *et seq.*

4. On October 9, 2024, Kansas Gas Service filed a Request for Hearing.

5. On November 8, 2024, and continuing thereafter, Kansas Gas Service and Staff, informally discussed the possibility of a settlement. During the informal discussions, Staff and Kansas Gas Service were able to reach mutually agreeable terms in anticipated settlement of the issues. It was agreed that the parties would subsequently reduce the terms to writing to be filed and approved by the Commission.

6. The resulting signed Compromise and Alternative to Civil Penalty is attached hereto as "Attachment A" and is hereby incorporated by reference. This Agreement resolves all issues in this proceeding between Staff and Kansas Gas Service. The parties believe that the Agreement represents a reasonable and fair resolution of this matter and that the Commission should approve the Agreement.

7. Should the Commission accept the terms of the attached Compromise and Alternative to Civil Penalty, the parties waive their respective rights to cross-examine witnesses and present oral arguments or written briefs to the Commission. The parties also waive their rights to request reconsideration of the Commission order approving the Agreement and waive their rights to seek judicial review of said order.

**WHEREFORE**, for the reasons set forth herein, Staff and Kansas Gas Service request this Joint Motion be granted, and that the attached Compromise and Alternative to Civil Penalty be approved.

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Respectfully submitted,

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

In the Matter of the Investigation of Kansas )	
Gas Service, A Division of ONE Gas )	
Regarding Violations of the Kansas )	
Underground Utility Damage Prevention Act )	
(KUUDPA) (K.S.A. 66-1801, et seq., and )	Docket No. 24-DPAX-895-PEN
K.A.R. 82-14-1 through 82-14-5) and the )	
Commission's Authority to Impose Penalties )	
and/or Sanctions (K.S.A. 66-1,151). )	

**COMPROMISE AND ALTERNATIVE TO CIVIL PENALTY**

Kansas Gas Service, a division of ONE Gas, Inc. ("Kansas Gas Service"), 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 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.<sup>1</sup> 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

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<sup>1</sup> K.S.A. 66-1,150.

Operators like Kansas Gas Service to carry out a written program to prevent damage to pipelines from excavation activities.<sup>2</sup>

## II. COMPROMISE

3. K.S.A. 66-1812 authorizes the Commission to issue civil penalties for violations of KUUDPA. Likewise, K.S.A. 66-1,151 authorizes the Commission to issue civil penalties for violation of Kansas' adoption of PHMSA's Minimum Federal Safety Standards. In lieu of a civil penalty, 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).

4. In Docket No. 21-KGSG-398-SHO, Kansas Gas Service and Commission Staff agreed to create a pipeline safety project related to both natural gas pipeline safety and underground utility damage prevention. Kansas Gas Service and Commission Staff indicated excavator education of KUUDPA's requirements and improving collaboration between excavators and operators could reduce the likelihood of damages and allow community resources to respond to other pressing matters. Kansas Gas Service and Commission Staff created a framework that distributed a proposed civil penalty to educational institutions with excavator training programs.

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<sup>2</sup> See 49 C.F.R. 192.614(a).

5. Kansas Gas Service and Commission Staff believe the previously approved compromise was a success and should be used to resolve the civil penalties proposed in this case. Like Docket No. 21-KGSG-398-SHO, this Compromise and Alternative creates a project related to both natural gas pipeline safety and underground utility damage prevention.

#### **A. Amount of Compromise**

6. Kansas Gas Service and Staff agree the amount of the compromise will be \$47,000 (“Compromise Amount”).

#### **B. Grant Process**

7. Kansas Gas Service and Staff agree to use the previously approved, simplified four-step grant process. 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***

8. 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***

9. 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***

10. Contributions totaling \$47,000 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%	\$13,704.10	100	37%	\$ 8,639.71	<b>\$ 22,343.81</b>
School 2	5,000	11%	\$ 2,537.80	37	14%	\$ 3,196.69	<b>\$ 5,734.49</b>
School 3	2,300	5%	\$ 1,167.39	50	18%	\$ 4,319.85	<b>\$ 5,487.24</b>
School 4	12,000	26%	\$ 6,090.71	85	31%	\$ 7,343.75	<b>\$ 13,434.46</b>
Total	46,300	100%	\$23,500.00	272	100%	\$23,500.00	<b>\$ 47,000.00</b>

### **C. Grant Timing**

11. 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.

12. 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**

13. 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**

14. Kansas Gas Service and Staff agree, this Compromise and Alternative fully addresses all KUUDPA-related civil penalties for calendar year 2023.



15. 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.

16. Nothing in the Compromise and Alternative 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.

17. 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 Compromise and Alternative, 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.

18. The Compromise and Alternative 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 Compromise and Alternative 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 Compromise and Alternative (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 Compromise and Alternative in the instant proceeding.

19. 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 Compromise and Alternative shall not constitute approval of, or precedent regarding, any principle or issue in this proceeding.

20. The provisions of the Compromise and Alternative 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 Compromise and Alternative in total, the Compromise and Alternative 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 Compromise and Alternative shall be considered privileged and not admissible in evidence or made a part of the record in any proceeding.

21. To the extent the Compromise and Alternative 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.

### **III. CONCLUSION**

22. Kansas Gas Service and Staff are committed to working collaboratively to minimize KUUDPA Notice of Probable Violations. 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**

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Andrew J. French, Chairperson  
Dwight D. Keen, Commissioner  
Annie Kuether, Commissioner

Laura Kelly, Governor

[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 \$47,000. 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 Paul Owings ([paul.owings@ks.gov](mailto:paul.owings@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,

Paul Owings, P.E.  
Chief Engineer, Utilities Division  
Kansas Corporation Commission  
1500 Southwest Arrowhead Road  
Topeka, KS 66604

**Grant Funding Application – Docket No. 24-DPAX-895-PEN**

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

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

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

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

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

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

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

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

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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 *Joint Motion for Approval of Compromise and 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 4/28/25.

  
Notary public

My Appointment Expires:

6/5/26



**CERTIFICATE OF SERVICE**

I, Robert Elliott Vincent, hereby certify that a copy of the above and foregoing *Joint Motion for Approval of Compromise and Compromise and Alternative to Civil Penalty* was forwarded this 29 day of April, 2025, addressed to:

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