

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

In the Matter of the Complaint Against)
Kansas Gas Service by Richard Mallatt, Jr.) Docket No. 25-KGSG-213-COM
and Connie B. Shaw.)

ANSWER AND MOTION FOR SUMMARY JUDGEMENT

Kansas Gas Service, a division of ONE Gas, Inc. (“Kansas Gas Service”), pursuant to K.A.R. 82-1-220, respectfully files its Answer and Motion for Summary Judgment in the above-captioned Formal Complaint filed by Richard Mallatt, Jr. and Connie B. Shaw (“Complainants”). In support thereof, Kansas Gas Service states the following to the State Corporation Commission of the State of Kansas (“Commission”):

Kansas Gas Service operates and maintains yard lines that serve residential customers. Unprotected bare steel yard lines, like the yard line which serves the Complainants, must be replaced. Depending on the length of the yard line, a customer may be required to pay a portion of the replacement cost. In October 2024, Kansas Gas Service disconnected the Complainants’ natural gas service because they did not pay their portion of the replacement cost. Commission policy and Kansas Gas Service’s general terms and conditions fully supported the disconnection. In addition, Kansas Gas Service should not be required to pay for converting the Complainants to an alternative energy source. Kansas Gas Service is prepared to serve the Complainants if they pay their portion of the yard line’s replacement cost. For the forgoing reasons, the Commission should find summary judgment in this matter for Kansas Gas Service.

A. Answer

1. Unless stated herein, Kansas Gas Service generally denies the Complainants’ allegations.
2. Kansas Gas Service denies it improperly disconnected the Complainants’ service.

i. Kansas Gas Service is Responsible for Maintaining Residential Yard Lines

3. The Commission's June 25, 1986, Order in Docket No. 151,379-U created a state-wide policy on gas meter locations and yard line maintenance responsibilities. For residential and small commercial customers, natural gas utilities became responsible for safely maintaining yard lines up to the building wall regardless of where the meter was set. *See id.* at ¶ 7. If a customer's yard line needed replacement, utilities could use their service line extension policies to determine any free allowances. *See id.* at ¶¶ 13 – 14. K.S.A. 66-1,157a, enacted in 1989, further codified maintenance responsibilities of natural gas utilities serving residential customers.

ii. Kansas Gas Service is Required to Replace the Complainants' Yard Line

4. In June 1996, Kansas Gas Service acquired the system that serves the Complainants from the Williams Natural Gas Company. When this system was transferred to Kansas Gas Service, it became subject to Kansas' pipeline safety regulations. Among others, this included Kansas' adoption of federal pipeline safety regulations, K.A.R. 82-11-4, and Kansas' specific regulation on testing, maintenance, and repair of residential yard lines, K.A.R. 82-11-8.

5. In 2011, the Commission authorized Kansas Gas Service to accelerate the replacement of residential unprotected bare steel service and yard lines. In Docket No. 11-KGSG-177-TAR, Kansas Gas Service committed to replacing at least 10,000 of these lines every year until all affected residential lines were replaced.¹ The Commission required Kansas Gas Service to integrate the program directly in its operating and maintenance procedures.² As such, Kansas Gas Service is required to replace the Complainants' unprotected bare steel yard line.

¹ At the time, Commission Staff's records indicated Kansas Gas Service had approximately 160,000 impacted lines.

² *See* Commission Staff's Report and Recommendation, Docket No. 11-KGSG-177-TAR, pp. 6, 9 (Oct. 29, 2010).

iii. Kansas Gas Service's Tariff Require Complainants to Contribute to Replacements

6. As noted above, line extension policies may be used to determine allowances. Kansas Gas Service's service line extension policy treats replacements the same as installations. Customers receive 200 feet of service or yard line for free, and are responsible for the cost in excess of this allowance. Section 7.04.03(2) of Kansas Gas Service's terms and conditions states:

For piping 1 ¼ inch in diameter or less, the Customer receiving service shall be billed for additional Service and/or Yard Line installation or replacement at the cost of \$8.04 per foot in excess of 200 feet, which is the Average Embedded Cost per Service Line per foot as specified below. For piping greater than 1 ¼ inch in diameter, the customer receiving service shall be billed for actual construction costs minus an allowance of up to \$1,608 per Service Line, equal to the Average Embedded Cost per Service line as specified below. This allowance shall not exceed the actual construction costs.³

iv. Kansas Gas Service's Tariff Authorized Disconnection of the Complainants' Service

7. If a customer does not agree to contribute to a service or yard line replacement, they may be disconnected. In general, Section 5.02(10) of Kansas Gas Service's terms and conditions allows a customer to be disconnected:

When Customer fails to comply with Company's General Terms and Conditions, or with an executed contract for service or applicable rate schedule as approved by the Commission.

8. Specific to installations and replacements, Section 7.04.03(5)(e) of Kansas Gas Service's terms and conditions states:

Customer's failure to pay the excess costs in accordance with the pay agreement shall be sufficient cause to discontinue service to Customer upon due notice and in accordance with these General Terms and Conditions.

9. On September 26, 2024, Kansas Gas Service issued a disconnection warning to the Complainants. The Complainants' natural gas service was disconnected on October 16, 2024.

³ The per-foot average embedded cost for yard line replacements effective in October 2024 was \$7.32 per-foot.

B. Motion for Summary Judgement

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

11. “Where the facts of a case are susceptible to only one conclusion, the question is one of law and may be properly subject to summary judgment.” *Edwards ex rel. Fryover v. Anderson Eng'g, Inc.*, 45 Kan. App. 2d 735, 739, 251 P.3d 660, 663 (2011). “Although the party opposing summary judgment need not prove its case, it does have an affirmative duty to come forward with facts to support its claim.” *Acord v. Porter*, 58 Kan. App. 2d 747, 757, 475 P.3d 665, 676 (2020) (internal quotation omitted). The party opposing a statement of uncontroverted fact in a motion for summary judgment is required to come forth with a concise summary of “conflicting testimony or evidence and any additional genuine issues of material fact that preclude summary judgment.” KS R DIST CT Rule 141(b)(1)(C)(i).

12. In this docket, there are no disputed material facts. The Complainants’ yard line contains unprotected bare steel. After subtracting Kansas Gas Service’s 200-foot allowance, the Complainants are responsible for approximately 1,100 feet of replacement expense. Kansas Gas

Service prepared an estimate using its approved service line extension and replacement cost (\$7.32 per-foot at the time the estimate was prepared). The Complainants did not pay this estimate. Because the Complainants did not contribute to the replacement, their service was disconnected.

13. Kansas Gas Service had to discontinue service to the Complainants. Kansas law, Commission policy, and Kansas Gas Service's procedures all make clear the Complainants' yard line must be replaced. Unprotected bare steel pipelines actively corrode and should be considered unsatisfactory. *See Staff Report and Recommendation*, p. 6, Docket No. 11-KGSG-177-TAR (Oct. 29, 2010). In fact, the Complainants' Amended Answer illustrates this very point. Complainants admit their yard line has leaked in the past. *See Amended Answer*, p. 4. The Complainants then argue it's impossible to know when their yard line will leak again, but the next time it leaks would be the appropriate time to replace it. *See id.* Kansas' pipeline safety code simply does not have room to accommodate the Complainants' request.

14. Likewise, Kansas Gas Service's tariffs required the Complainants to make a financial contribution towards the replacement. Tariffs are the terms and conditions which govern the relationship between a utility and its customers, and duly filed tariffs generally bind both parties to their terms. *See Danisco Ingredients USA, Inc. v. Kansas City Power & Light Co.*, 267 Kan. 760, 765, 986 P.2d 377, 381 (1999). Kansas Gas Service recognized a yard line replacement would be an unexpected financial expense for customers, and mailed letters to impacted customers noting payment plans were available. Specific to the Complainants, Kansas Gas Service repeatedly contacted the customers between July and September 2024 to schedule their replacement. When the Complainants elected not to financially contribute towards their yard line replacement, disconnection was the appropriate result. Recognizing Kansas Gas Service had

a regulatory obligation to replace the Complainants' yard line, the Complainants' service was discontinued. Notwithstanding, Kansas Gas Service is prepared to serve the Complainants if they financially contribute to the replacement of their yard line.

WHEREFORE, Kansas Gas Service having fully responded to the Complaint respectfully moves the Commission for summary judgment in its favor, requests the Complaint be dismissed, and for such further relief as the Commission deems just and reasonable.

Respectfully submitted,

/s/ Robert Elliott Vincent

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VERIFICATION

STATE OF KANSAS)
)
COUNTY OF JOHNSON)

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



Robert Elliott Vincent

Affiant

SUBSCRIBED AND SWORN to before me on 2/6/25.


Notary public

My Appointment Expires:

6/15/26



CERTIFICATE OF SERVICE

I, Robert Elliott Vincent, hereby certify that a copy of the above and foregoing *Answer and Motion for Summary Judgment* was electronically forwarded this 14th day of February, 2025, addressed to:

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