

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

In the Matter of the Complaint Against Kansas     )  
Gas Service by Lisa D. Bennett.                     ) Docket No. 25-KGSG-396-COM

**REPLY TO COMPLAINANT’S EMERGENCY MOTION FOR IMMEDIATE  
REINSTATEMENT OF GAS SERVICE**

Kansas Gas Service, a division of ONE Gas, Inc. (“Kansas Gas Service”), pursuant to K.A.R. 82-1-218 respectfully files its Reply to Lisa D. Bennett’s (“Complainant”) Emergency Motion for Immediate Reinstatement of Gas Service filed May 15, 2025 (“Motion”), and respectfully requests the Motion be denied. In support, Kansas Gas Service states the following to the State Corporation Commission of the State of Kansas (“Commission”):

**I. REPLY**

1. The Commission should deny the Complainant’s Motion for two reasons. First, Kansas Gas Service typically does not issue disconnect orders while a formal complaint is pending. The service disconnection on May 15, 2025, was an error that was promptly corrected the same day. The Complainant’s Motion is therefore moot. Second, neither Kansas Gas Service’s tariffs nor the Commission's Billing Standards require a universal stay during a formal complaint. The Complainant must pay undisputed charges and may face disconnection if all required notices are provided. The Complainant has made no payments since March 31, 2025, covering another full billing cycle, and received all required disconnect notices. Therefore, the inadvertent disconnection nevertheless complied with Kansas Gas Service’s tariffs and the Commission’s regulations. For these reasons, the Complainant’s Motion should be denied.

**i. Harmless Error**

2. Kansas Gas Service’s routine practice is to stop any disconnect orders while a Formal Complaint is pending. Regrettably, that did not occur on the Complainant’s account. On

May 15, 2025, the Complainant's service was inadvertently interrupted for approximately seven and a half hours. When Kansas Gas Service became aware of this error, it immediately reinitiated service. Kansas Gas Service has verified the Complainant's account has been properly noted and no disconnect orders will be issued pending the remainder of this Formal Complaint. While this encounter was unfortunate, it was certainly not taken in bad faith.

**ii. No Unlimited Universal Stay**

3. The Complainant alleges utility service may not be disconnected while a formal complaint is pending. Kansas Gas Service respectfully submits that there is no universal stay of disconnection while a formal complaint is pending. Kansas Gas Service's General Terms and Conditions for Gas Service ("GT&C's"), which adopt the Commission's Billing Standards, illustrate this in two distinct locations.

4. First, a customer is required to pay the portion of their bill not in dispute.

5.03 Conditions Insufficient to Cause Discontinuation of Service: Company shall not disconnect or refuse service for any of the following reasons:

(4) The failure of customer to pay a bill which is in dispute; **provided, however, that customer pays that portion of the bill not in dispute.** Kansas Gas Service's GT&C, Section 5.03(4) (emphasis added), *adopting Billing Standards*, Section IV.B.(4).

5. In this case, the Complainant is not disputing their bill *per se*. Rather, they are disputing whether they enrolled in a payment agreement. Notwithstanding, the Complainant has not made any payments on their account since March 31, 2025. The Complainant has not paid what they believe their payment agreement installment is, and have not paid what their current charges are.

6. Second, while a formal complaint is pending, a customer may be disconnected so long as all proper notices have been provided.

5.07 Disputed Bills: When customer advises Company in any reasonable manner such as written notice, in person, or by telephone call directed to the appropriate personnel prior to the date of proposed discontinuance of service that all or any part of a bill rendered is in dispute or that Company's reasons for discontinuing service are factually invalid, Company shall record the date, time and place that customer notice of a dispute is given, and postpone discontinuing service until a prompt and full investigation is completed.

Company and customer shall attempt to informally resolve the dispute to the mutual satisfaction of both Company and customer. In the event the dispute is not resolved Company shall advise customer of informal and formal procedures available before the Commission **and shall then discontinue service if proper notice has been given to customer.** Kansas Gas Service's GT&C, Section 5.07 (emphasis added), *adopting Billing Standards*, Section IV.I.(4).

7. Since April 1, 2025, Kansas Gas Service has issued Complainant three written disconnection notices and made seven phone calls regarding their account status and payment obligation. Since April 15, 2025, the Complainant has been advised of and engaged in informal and formal dispute resolution procedures. The Complainant's disconnection, though regrettable, did not violate Kansas Gas Service's GT&Cs or the Commission's Billing Standards.

WHEREFORE, Kansas Gas Service respectfully requests the Commission deny the Complainant's Motion, 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 *Reply to Complainant's Emergency Motion for Immediate Reinstatement of Gas Service* and all the statements therein are true to the best of my knowledge, information, and belief.

  
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Robert Elliott Vincent

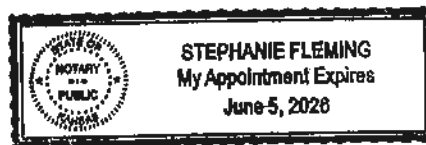
*Affiant*

SUBSCRIBED AND SWORN to before me on 5/20/25.

  
\_\_\_\_\_  
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 *Reply to Complainant's Emergency Motion for Immediate Reinstatement of Gas Service* was forwarded this 20th day of May, 2025, addressed to:

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