

**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

**ANSWER AND MOTION FOR SUMMARY JUDGMENT
PUBLIC REDACTED**

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

I. ANSWER

1. On May 2, 2025, the Complainant filed a Formal Complaint against Kansas Gas Service.
2. On May 8, 2025, the Commission issued its *Order Making Prima Facie Determination*, wherein the Commission found the Formal Complaint met the requirements of K.A.R. 82-1-220 and served the Formal Complaint on Kansas Gas Service for an answer.
3. According to the Commission, the Complainant alleges Kansas Gas Service failed to accept her payment during the Cold Weather Rule period and cancelled her payment plan. Likewise, according to the Commission, the Complainant seeks to have their payment arrangement honored and their account brought into good standing.

A. General Denial

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

B. Response

5. This case is about the Cold Weather Rule and its payment agreements.¹ At a high level, between November 1 and March 31, the Cold Weather Rule prevents residential customers from being disconnected for non-payment when temperatures are forecast to be in the mid-30s. When temperatures are above this threshold, residential customers may be disconnected for non-payment. To prevent disconnection when temperatures are 35 degrees or above, or to be reconnected regardless of temperature, residential customers must make pay arrangements with their utility.

6. The Cold Weather Rule outlines the minimum pay agreement a utility must offer, which spreads any past due amounts, current charges, and associated fees across twelve payments – one (1) down payment and eleven (11) equal monthly installment payments. Regrettably, the Complainant did not satisfy their responsibilities under the Cold Weather Rule. As discussed herein, Kansas Gas Service fully complied with the Commission's Cold Weather Rule. Therefore, the Commission should dismiss this Formal Complaint.

i. Cold Weather Rule Payment Agreements

7. From November 1 to March 31 each year, jurisdictional utilities must offer residential customers a special payment plan to keep or restore service. *Billing Standards*, Section V.C. Based largely on a customer's arrearage (i.e., prior) charges and current charges, residential customers may have this total divided into one (1) down payment and eleven (11) equal monthly installment payments. *Billing Standards*, Section V.C.(3). Then on, a residential customer's monthly bill will collect their current charges and installment payment.

¹ The Cold Weather Rule is integrated into Section 4.07 of Kansas Gas Service's General Terms and Conditions for Gas Service.

8. A Cold Weather Rule payment arrangement combines and spreads out arrearage amounts and current charges at the time the arrangement is made. Residential customers are responsible for:

“mak[ing] an initial payment **of 1/12 of the arrearage amount, 1/12 of the bill for current consumption**, the full amount of any disconnection or reconnection fees, plus any applicable deposit, and enter into an 11-month plan for payment of the rest of the arrearage; or enter a payment plan as negotiated with the utility for the payment of the arrearage amount. *Billing Standards*, Section V.C.(3) (emphasis added)

9. As a result, the date a customer starts a payment agreement impacts these amounts. A payment agreement quoted in February may not be the same as one quoted in March. If a customer has not made a payment, then their arrearage amount will have increased, and any payment agreement would need to reflect their most recent charges. As account balances grow, so too do the payments under a Cold Weather Rule payment agreement.

ii. The Complainant’s Payment Agreement Requests

10. On February 27, 2025, the Complainant contacted Kansas Gas Service seeking a payment plan. Kansas Gas Service advised the Complainant they were eligible for a Cold Weather Rule payment agreement, quoted a down payment and installment payments, and advised the down payment would be required to be made within 72 hours. Because of this requirement, the Complainant decided they would call back next week to initiate a payment agreement.

11. On March 4, 2025, the Complainant contacted Kansas Gas Service. Kansas Gas Service again informed the Complainant they were eligible for a Cold Weather Rule payment agreement, and provided the same quote as the February 27, 2025, call. The Complainant asked if the agreement was established that day whether the down payment could be made on Friday, March 7, 2025. Kansas Gas Service indicated it could. Kansas Gas Service and the

Complainant then established a Cold Weather Rule payment agreement, with Kansas Gas Service providing the Complainant with the terms of the agreement and the Complainant agreeing. Regrettably, the Complainant never made their down payment. Because the Complainant never made their down payment, the payment agreement defaulted and was terminated.

12. On March 21, 2025, the Complainant's account was billed again.

13. On March 31, 2025, the Complainant contacted Kansas Gas Service. Kansas Gas Service advised the Complainant they were still eligible for a Cold Weather Rule payment agreement and provided a new quote reflecting the Complainant's most recent charges from their March 21, 2025, bill. As Kansas Gas Service and the Complainant were discussing the payment agreement quoted earlier in March the call was disconnected.

14. Later on March 31, 2025, the Complainant contacted Kansas Gas Service claiming their previous payment agreement (established March 4, 2025, and terminated when no down payment was made) allowed the Complainant to make the down payment on March 31, 2025. Kansas Gas Service reviewed relevant account notes with the Complainant and explained that nearly an entire month had passed since the March 4, 2025, phone call. Kansas Gas Service again reiterated a payment agreement quote is only valid for 72 hours. Despite the Complainant becoming hostile with the customer service representative, Kansas Gas Service continued to ask if the Complainant wanted to establish a payment agreement. The Complainant disconnected the call without establishing a new payment agreement.

II. MOTION FOR SUMMARY JUDGMENT

15. Kansas Gas Service respectfully moves the Commission to dismiss this Formal Complaint because there are no material facts in dispute showing Kansas Gas Service violated the

Cold Weather Rule. Therefore, Kansas Gas Service is entitled to judgment as a matter of law.

i. Summary Judgment Standard

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

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

ii. Kansas Gas Service Fully Complied with the Cold Weather Rule

18. On February 27, March 4, and March 31, 2025, Kansas Gas Service advised the Complainant they were eligible for a Cold Weather Rule payment arrangement.

19. On February 27, 2025, Kansas Gas Service informed the Complainant their payment agreement's down payment would be due within 72 hours. Because of this, the Complainant decided to wait to establish their payment agreement the following week.

20. On March 4, 2025, Kansas Gas Service provided the same quote as it did on February 27, 2025, which reflected the Complainant's account balance at that time.

21. Kansas Gas Service confirmed that if the Complainant established a payment agreement on March 4, 2025, they would have until Friday, March 7, 2025, to pay their down payment.

22. The Complainant did not pay their down payment by March 7, 2025.

23. The Complainant's Cold Weather Rule payment agreement defaulted and terminated.

24. The Complainant's account billed again on March 21, 2025.

25. On March 31, 2025, Kansas Gas Service advised the Complainant they were eligible for a Cold Weather Rule payment agreement. Kansas Gas Service provided a quote that, while now different than what was provided earlier in the month, accurately reflected the Complainant's account balance at that time. *Billing Standards*, Section V.E.(3).

26. The Complainant disconnected the March 31, 2025, calls before agreeing to a Cold Weather Rule payment agreement.

27. The quotes provided by the Complainant in their Formal Complaint do not match

the actual quotes provided by Kansas Gas Service.² Even if the Complainant had established a Cold Weather Rule payment agreement on March 31, 2025, their \$65.00 payment would not have satisfied the down payment requirement. Broadly, the Cold Weather Rule requires customers to not default on a payment plan.

. . .The issuance of an insufficient funds payment for the initial payment or for any installment of the payment plan, unless subsequently cured by the customer, shall constitute a default of the Cold Weather Rule payment plan. . . Billing Standards, Section V.E.(3).

28. While the Complainant's March 31, 2025, payment was not returned for insufficient funds, it was ***[REDACTED]*** less than the quoted amount. Accepting this payment to start a payment agreement, notwithstanding the Complainant had not agreed to start a new payment agreement, presents a serious line drawing public policy concern. At what point would a payment be deemed a default? In case after case, Kansas Gas Service and the Commission would become tied up in an endless review of whether a payment less than a payment agreement's terms constituted a breach.

29. The material facts show Kansas Gas Service properly informed the Complainant they were eligible for a Cold Weather Rule payment agreement and provided accurate quotes. Accordingly, the Commission should grant Kansas Gas Service's Motion for Summary Judgment and dismiss this Formal Complaint.

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

² February 27, and March 4, 2025, quote: one (1) down payment of ***[REDACTED]*** and eleven (11) equal monthly installments of ***[REDACTED]*** March 31, 2025, quote: one (1) down payment of ***[REDACTED]*** and eleven (11) equal monthly installments of ***[REDACTED]***

Respectfully submitted,

/s/ Robert Elliott Vincent

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VERIFICATION

STATE OF KANSAS)
)
COUNTY OF JOHNSON)

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



Robert Elliott Vincent

Affiant

SUBSCRIBED AND SWORN to before me on 5/29/25.


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 *Answer and Motion for Summary Judgment* was forwarded this 2nd day of June, 2025, addressed to:

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