

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

In the Matter of the Complaint of SWKI-Seward)
West Central, Inc. and SWKI-Stevens Southeast,) Docket No. 14-ANGG-119-COM
Inc. Against Anadarko Natural Gas Company.)

**SWKI-SEWARD WEST CENTRAL, INC. AND SWKI-STEVEN'S SOUTHEAST, INC.
REPLY TO STAFF AND ANADARKO'S RESPONSES TO OBJECTION TO JOINT
MOTION FOR APPROVAL OF STIPULATED SETTLEMENT AGREEMENT**

SWKI-Seward West Central, Inc. and SWKI-Stevens Southeast, Inc. (the "NPU's") submit their Reply to the Responses to the NPU's January 28, 2014 Objection to Joint Motion for Approval of Stipulated Settlement Agreement ("Objection") filed by the Staff of the State Corporation Commission of the State of Kansas ("Staff") and Anadarko Natural Gas Company ("ANGC"). For this Reply, the NPU's state as follows:

I. Background

1. On January 15, 2014, Staff and Anadarko Natural Gas Company ("ANGC") filed a Joint Motion for Approval of Stipulated Settlement Agreement (the "Joint Motion"), requesting that the Commission to approve a settlement agreement between Staff and ANGC (the "Settlement Agreement").

2. On January 28, 2014, the NPU's filed an objection to the Joint Motion, asking the Commission to (i) reject the Settlement Agreement; (ii) modify the Settlement Agreement to remove factual inaccuracies and unsupported assertions that prejudice the NPU's claim; (iii) require that the Settlement agreement be withdrawn until such time as the parties' legal briefs have been filed and ruled upon and the record has been fully developed; or (iv) suspend any action on the Settlement Agreement until such time as the parties' legal briefs have been filed and ruled upon and the record has been fully developed.

3. On February 7, 2014, both Staff and ANGC filed Responses to the NPU's Objection to the Joint Motion. In their respective Responses, and in addition to certain other arguments, both Staff and ANGC alleged that the NPUs filed their Objection outside of the timeframe permitted by K.A.R. 82-1-216 and 82-1-217 for filing objections.

4. The NPUs are submitting this Reply only to address the contention made by Staff and ANGC that the NPU's Objection was not timely filed. The NPUs hereby restate and reaffirm all substantive arguments set forth in their January 28, 2014 Objection.

II. The NPUs Objection Was Timely Filed

5. K.A.R. 82-1-230a sets forth the applicable time periods for filing objections to proposed settlement agreements, stating that "[e]ach party objecting to the settlement agreement shall file a written objection within 10 days after the filing of the settlement agreement or within a shorter time period as directed by the commission." In this case, the 10-day period elapsed on Sunday, January 26th. Pursuant to K.A.R. 82-1-217, this period was extended to the next business day, Monday, January 27th. This 10-day objection period is then further extended by K.A.R. 82-1-217(c), which states that "service is complete upon mailing," and further provides that "three days shall be added to the prescribed period for any action required of the recipient." With the addition of these three days, the NPUs interpreted the filing deadline for the Objection as Tuesday, January 28th, the date that the Objection was filed.

6. ANGC claims that the application of the 3-day extension is inappropriate in this case, because ANGC and Staff did not serve the Joint Motion on the NPUs by mail. This contention is only viable because ANGC and Staff failed to provide service of a hard copy of the filing pursuant to the Commission's regulations. Specifically, K.A.R. 82-1-216 provides for electronic delivery of documents to the KCC. The rules state that "electronic delivery in a

format acceptable to the commission” is allowed “if a signed, original hard copy of the document delivered electronically is also served.” The NPU’s are aware that in many proceedings before the Commission, the parties agree to waive service of hard copies and to receive service only by electronic means. However, agreements to waive service of hard copies and receive service only by electronic means are typically memorialized in an Order issued by the Prehearing Officer, and no such Order has been issued in this case. In this case, ANGC and Staff failed to provide service of a hard copy of the document by mail as required by K.A.R. 82-1-216. Thus, ANGC is essentially arguing that, because ANGC failed to provide a hard copy by mail as required by the Commission’s regulations, the NPU’s filed out of time. This is not an equitable or defensible interpretation of the regulations.

7. The NPU’s believe that, although ANGC and Staff filed the Stipulation Agreement electronically, they were still required to serve a physical copy upon the Commission and the NPU’s, and because there was no agreement between parties and the Commission authorizing service to a party solely through electronic means, the NPU’s should still be allowed to use the additional 3-day extension for service when computing the date upon which their Objection was due.

III. No Party Was Prejudiced By the January 28th Filing

8. The NPU’s believe that their calculation of the applicable filing deadline for the Objection was correct. However, in the event that the Commission disagrees with this calculation, it may still take the NPU’s Objection under consideration. K.A.R. 82-1-217 states as follows:

When by these rules or by a notice given under them an act is required or allowed to be done at or within a specified time, the time for doing such act may be extended for good cause shown by the commission in its discretion, or the act may be done subsequent to the expiration of the prescribed time where the failure

to act within such time was the result of excusable neglect, as permitted by the commission.

9. In this case, because neither ANGC nor Staff was prejudiced by the Objection being filed on January 28th instead of the 27th, it would be appropriate for the Commission to find that good cause exists to consider the Objection as timely filed. The alleged tardiness of Objection, if the 3-day extension is not allowed, was not prejudicial in any way to ANGC's ability to prepare for or represent its case. Staff and ANGC were able to prepare a cumulative 45 pages of analysis responding to the NPUs' Objection. Instead, if the Commission finds that the Objection was not timely filed, the NPUs would stress that the delay is the result of a mere miscalculation resulting from the application of the 3-day additional time rule to a circumstance where the rules for applying the 3-day extension were unclear.

10. Finally, the NPUs note that the schedule of the proceeding was not impacted by the timing of the NPUs' Objection. On Tuesday, January 21st, the undersigned informed the Prehearing Officer in this proceeding that the NPUs would be filing an Objection. Additionally, on January 28th, the Prehearing Officer's Order Setting the Procedural Schedule had not yet been issued. The fact that the Prehearing Officer was aware that the NPUs would be filing an Objection, coupled with the fact that the Prehearing Officer had not issued a procedural schedule for the docket, clearly indicate that the calendar for this proceeding was not unduly delayed by the timing of the filing of the Objection.

WHEREFORE, for the reasons set forth herein, the NPUs respectfully request that the Commission find (i) that the NPUs' Objection was timely filed; or (ii) that, because no party was prejudiced by the timing of the filing of the Objection, that good cause exists for the Commission to consider the Objection as if it were timely filed pursuant to K.A.R. 82-1-217.

Respectfully submitted,

POLSINELLI PC

By:  _____

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VERIFICATION

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

I, Anne E. Callenbach, being duly sworn, on oath state that I am counsel to SWKI-Seward West Central, Inc., and SWKI-Stevens Southeast, Inc., that I have read the foregoing pleading and know the contents thereof, and that the facts set forth therein are true and correct to the best of my knowledge and belief.

By: *Anne E. Callenbach*
Anne E. Callenbach

The foregoing pleading was subscribed and sworn to before me this February 11, 2014.

Brenda L. Lee
Notary Public

My Commission Expires:

BRENDA L. LEE
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
Clay County
MY COMMISSION EXPIRES: 9/29/2014
COMMISSION # 10428629

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing pleading has been X emailed, ___ faxed, ___ hand-delivered and/or mailed, First Class, postage prepaid, this February 11 2014, to:

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