BEFORE THE STATE CORPORATION COMMISSION OF THE STATE OF KANSAS

In the Matter of the Application of Black Hills/Kansas	**)**	
Gas Utility Company, LLC, d/b/a Black Hills Energy,	**)**	**Docket No. 25-BHCG-298-RTS**
For Approval of the Commission to Make Certain	**)**	
Changes in its Rates for Natural Gas Service	**)**	

TESTIMONY OF
DON KRATTENMAKER

ON BEHALF OF WOODRIVER ENERGY, LLC

May 9, 2025

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Don Krattenmaker. I am the Chief Operating Officer of WoodRiver Energy, LLC ("WoodRiver"). My business address is 633 17th Street, Suite 1410, Denver, Colorado 80202.

Q. ON WHOSE BEHALF ARE YOU TESTIFYING?

A. On behalf of WoodRiver Energy, LLC.

Q. PLEASE DESCRIBE YOUR RESPONSIBILITIES AS CHIEF OPERATING OFFICER FOR WOODRIVER.

A. As is relevant to this proceeding, as Chief Operating Officer I am responsible for the day to day operations of the retail sales portion of WoodRiver's business. This also includes exploring new markets, book of business acquisition, and talent acquisition for growth. I also manage WoodRiver's regulatory compliance, regulatory advocacy, and utility partnerships.

Q. ARE YOU GENERALLY FAMILIAR WITH THE FILINGS IN THIS PROCEEDING?

A. Yes.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING?

A. The purpose of my testimony is to respond to the direct case and proposed tariff changes of the Company from the standpoint of a natural gas marketing company service transportation customers off of the Company system. In particular, I address issues related to: 1) standardizing the enrollment process for transportation customers, 2) the expanded application of daily imbalance charges, 3) Operational Flow Orders, 4) assigning receipt points, and 5) non-telemetered daily balancing service.

Q. CAN YOU EXPLAIN WHO WOODRIVER ENERGY IS AND WHAT SERVICES IT PROVIDES?

A. WoodRiver is a privately-owned natural gas marketing company providing reliable natural gas service to agricultural, commercial, and industrial natural gas customers throughout Kansas and to neighboring states. WoodRiver has a significant customer base in Kansas and served over 3 Bcf of customer demand served off the Black Hills/Kansas Gas Utility Company, LLC, d/b/a Black Hills Energy ("BHE" or the "Company") jurisdictional gas utility system in 2024.

Q. ARE YOU SPONSORING ANY EXHIBITS?

A. Yes. I am sponsoring two additional exhibits.

First, I am sponsoring WoodRiver Exhibit No. DK-002- Allocated Imbalance Scenario. This exhibit reflects the volumes nominated to the Company by WoodRiver on April 25, 2025 (column B, line 7), these volumes were confirmed by Southern Star and then subsequently allocated by the Company (column C, line 7). The telemetered usage shown in column C, lines 10-14 are the actual telemetered volumes that WoodRiver's customers actually consumed on April 25, 2025. The exhibit goes on to calculate the imbalance charges under the current tariff rules (line 20) and the estimated daily imbalance charge under the proposed tariff (line 24) as a result of the allocation.

Second, I am sponsoring WoodRiver Exhibit No. DK-003 - Scheduled Imbalance Scenario. This exhibit uses the same data as WoodRiver Exhibit No. DK-002; however, it assumes that all of the volumes scheduled by Southern Star were delivered with no allocations. The exhibit goes on to calculate the imbalance charges under the current tariff rules (line 20) and the estimated daily imbalance charge under the proposed tariff (line 24).

Standardizing the Enrollment Process

Q. THE COMPANY HAS PROPOSED LIMITING THE ENROLLMENT PERIOD FOR ALL TRANSPORTER CUSTOMERS TO ONCE PER YEAR ON JUNE 1ST AND CHANGING THE NOTIFICATION PERIOD FROM 30 DAYS PRIOR TO 60 DAYS PRIOR, HOW WILL THIS IMPACT EXISTING TRANSPORT CUSTOMERS?

A. This change will unduly limit transportation customer's options and the June 1st date will be incompatible with a significant number of existing contracts between transport customers and their current aggregator. A typical agreement between WoodRiver and its customers have either a 30 or 60 day notification period and the contracts become eligible for renewal at various times throughout the year.

Q. PLEASE EXPLAIN, HOW THIS WILL LIMIT THEIR OPTIONS?

A. For example, a current transportation service customer whose contract expires on August 1st, would have to contract with its existing supplier for a 10-month contract (August 1st to May 31st) to align the termination date with the proposed June 1st date proposed by the Company. This means that the customer will not be able to solicit competitive bids for the 10-month supply contract and will be a price taker with whatever price is offered by its existing supplier. In addition, customers on the ITS-A rate (Irrigation Transportation Service – Aggregate) would be required to switch suppliers right in the middle of the irrigation season, which typically runs from April through September. Therefore, a customer on the ITS-A rate would be required to switch suppliers right in the middle of an irrigation season. Further, a number of these customers prefer to fix the price of their gas and therefore, would end up with one fixed price for two months of the season and most likely a different fixed price for the last six months of the season. Under the current rules these customers are already limited to switching twice a year (April 1st and November 1st), which while already confining, is understood and acceptable.

Q. HOW DOES THE PROPOSED CHANGE FROM A 30-DAY NOTIFICATION PERIOD TO A 60-DAY NOTIFICATION PERIOD IMPACT CUSTOMERS?

A. As mentioned above, standard agreements between WoodRiver and its customers have either a 30 or 60 day notification period. By changing the enrollment notification period, a transport customer would have to initiate the competitive bidding process 90 to 120 days prior to the end of their current contract. This decrease in flexibility may limit the options available to these customers or force the customer into reviewing gas proposals at an in-opportune time.

Q. WHAT REASONING DOES THE COMPANY PROVIDE FOR PROPOSING THESE CHANGES?

A. The Company claims that it will reduce the administrative burden and establish clear and concise rules across all Rate schedules (See Testimony of Company Witness Tobin at page. 4, lines 1 and 2).

Q. HAVE THERE BEEN MANY CUSTOMERS SWITCHING FROM SALES TO TRANSPORT IN THE PAST TWELVE MONTHS?

A. No. According to the Company's response to WoodRiver Initial Data Request No.2(e), a total of six customers have elected to switch in the past twelve months.

Q. DID THE COMPANY PROVIDE ANY EVIDENCE OR THAT THEY ARE INCURRING UNRECOVERED COSTS ASSOCIATED WITH ADMINISTERING THE CURRENT PROCESS?

A. No.

Q. IN YOUR OPINION, IS THE CURRENT TARIFF UN-CLEAR ON THE EXISTING TIMELINES AND PROCESS?

A. No. The enrollment process set forth on Index No. 39, sheet 6 of the Company Tariff is, in my opinion, quite clear on the process and the start and end dates.

Q. WHAT DOES WOODRIVER PROPOSE?

A. I recognize that the changes to the enrollment process from 30 to 60 days and to June 1 for LVTS-A potentially benefits WoodRiver since it provides more stability for our book and benefits us in discussions when customers desire a change. However, it limits the opportunities for the customers and is not in their best interest. Therefore, WoodRiver opposes the proposed changes and suggests that the current process and timelines are sufficient and should remain unchanged.

Company's Proposal to Expand Daily Imbalance Charges

Q. THE COMPANY IS PROPOSING TO EXPAND THE USE OF DAILY IMBALANCE CHARGES TO INCLUDE DELIVERIES FROM SOUTHERN STAR AND A SMALL SUBSET OF CUSTOMER NOT LOCATED DOWNSTREAM OF NORTHERN NATURAL, CIG OR PEPL, DO YOU AGREE WITH THIS CHANGE?

A. No. The Company's current practice is to mirror the handling of daily imbalances in the same manner as imposed by the upstream pipelines. This aligns the financial impacts of daily imbalance charges to which Black Hills is exposed with those collected from transport customers. Under the new proposal and, to a lessor extent, even under the existing rules, it is highly likely that Black Hills will actually collect more in daily balancing charges than they incur as a result of the Transportation Customers' imbalances due to the tolerances provided by the upstream pipeline.

Q. HOW WOULD THE COMPANY COLLECT MORE IN DAILY BALANCING CHARGES FROM TRANSPORT CUSTOMERS THAN THEY ACTUALLY INCUR FROM THE UPSTREAM PIPELINE?

A. For example, on Northern Natural, a possible scenario where the Company is delivering 5,000 Dth to a receipt point on behalf of its sales customers and the transportation customers nomination is 1,000 Dth. The Company is provided a +/- 5% tolerance is which allows for a daily tolerance of +/- 300 Dth. If the transportation customer actually use 900 Dth they will be charged a daily balancing rate equivalent to 50 Dth times the Daily Delivery Variance Charge ("DDVC") as set forth in Northern Natural's currently effective FERC gas tariff. However, the charges that the Company will incur will be based on the total imbalance at that point and therefore if the combined gas usage of the Company's system supply customers and transportation customers for that day falls in a range between 5,700 and 6,300 the Company will not incur any daily balancing charges from Northern Natural. In addition, on Southern Star the Company would be collecting daily imbalances charges from its transport customers while not actually incurring any charges from Southern Star on most days (excluding days with OFO, critical days, etc.).

Q. DO YOU HAVE ANY OTHER CONCERNS WITH THIS PROPOSED CHANGE?

A. Yes. The inclusion of points located downstream of Southern Star are allocated quite frequently and therefore a transportation customer could potentially nominate a daily volume that would fall into the proposed tolerance range but subsequently incur daily balancing charges due to the allocation methodology utilized by the Company.

Q. PLEASE PROVIDE AN EXAMPLE OF THIS SCENARIO.

A. As shown on WoodRiver Exhibit No. DK-002 - Allocated Imbalance Values, on gas day April 25, 2025, WoodRiver nominated a total of 2,257 Dth to supply its projected telemetered load for the day as shown in column, B, line 7. This volume was scheduled by the upstream pipeline (Southern Star), however the actual volume allocated by the Company on this particular day was 205 Dth. The Company's telemetered load behind those points on that particular day was 1,764 as shown in column C, line 15.

Q. UNDER THE CURRENT TARIFF RULES WHAT WOULD HAVE BEEN THE FINANCIAL IMPACT OF THIS ALLOCATION TO WOODRIVER ?

A. Under the current tariff rules there would be no daily imbalance charges applied since the upstream pipeline is Southern Star.

Q. UNDER THE PROPOSED TARIFF RULES WHAT WOULD HAVE BEEN THE FINANCIAL IMPACT OF THIS ALLOCATION?

A. It is my understanding that the confirmed nomination in this case would be 205 Dth, thus resulting in an allowable tolerance of 10 dth (5% of 205). Therefore, the daily imbalance charge would be applied to 1,549 Dth for an estimated charge of $535.87 as shown in column H, line 24.

Q. WHAT WOULD HAVE BEEN THE CHARGES INCURRED IF THERE WAS NO ALLOCATION AND THE SCHEDULED VOLUME WERE CONFIRMED ON APRIL 25, 2025?

A. WoodRiver Exhibit No. DK-003 - Scheduled Imbalance, shows that under the current tariff rules there would be no daily imbalance charges applied (column G, line 20) and under the proposed rules an estimated daily imbalance charge of $131.53 would have been applied as shown in column H, line 24.

Q. DO THESE ALLOCATIONS ON ONE GAS DAY HAVE THE POTENTIAL TO IMPACT NOMINATIONS ON A FUTURE GAS DAY?

A. Yes. In the case of April 25, 2025, WoodRiver will now have to nominate volumes in excess of its expected daily burn to avoid monthly cashout charges as set forth in Index No. 37, sheet 9 of 10 of the proposed Company Tariff. In addition, since the allocated volumes are not available until 2-3 hours after the end of the gas day and the allocation in the example happened so late in the month, WoodRiver would have to try and make up the 1,559 Dth imbalance by nominating gas in excess of its estimated burns across the remaining three to four days in the month.

Q. UNDER THE PROPOSED TARIFF CHANGES, WHAT IS THE POTENTIAL IMPACT OF NOMINATING THE EXCESS GAS TO MAKE-UP FOR THE ALLOCATION?

A. Any volumes in excess of the proposed 5% tolerance would be subject to the daily imbalance charge.

Q. CAN THIS IMPACT BE QUANTIFIED?

A. Hypothetically, yes. By following through on the example above, if WoodRiver were to continue to schedule and be allocated 2,257 and the actual burns would continue to be 1,764 on subsequent days, we would work off the 1,559 imbalance by 493 Dth per day, however we would be out of the 5% daily balancing tolerance and therefore we would be subject to daily imbalance charges of $131.53 per day as shown in column H, line 24 of WoodRiver Exhibit No. DK-003. This would result in approximately $400 ($131.53 times three days) of daily imbalance penalties on top of the $535 incurred on April 25th.

Q. HAVE WOODRIVER'S SCHEDULED VOLUMES FOR ITS' TELEMETERED POOLS BEEN ALLOCATED BY THE COMPANY ON UPSTREAM PIPELINES OTHER THAN SOUTHERN STAR?

A. No.

Q. HOW DOES THE COMPANY ALLOCATE VOLUMES ON SOUTHERN STAR?

A. It is unclear, in Discovery request WoodRiver Data Request 1, subpart c, WoodRiver requested the allocation methodology and the response provided stated that it "…varies by pipeline but can be either pro rata or swing".

Q. BASED ON THE ALLOCATION METHODOLOGY PROVIDED IN WOODRIVER DATA REQUEST WOODRIVER 1 SUBPART C, IS IT POSSIBLE THAT THE ACTIONS OF OTHER SHIPPERS COULD IMPACT THE ALLOCATION OF ANOTHER SHIPPER, SUCH AS WOODRIVER ?

A. Yes. A shipper may be nominating gas in excess of its expected burn in order to avoid monthly cashouts which may result in all shippers being allocated under the pro rata methodology. It is less clear how that works with the "swing" methodology as it was not defined adequately in the response to fully understand how that methodology works.

Q. WHY WOULD A SHIPPER NOMINATE GAS IN EXCESS OF ITS EXPECTED BURN?

A. To avoid monthly cashout charges, the monthly cashout charges as described on Index No. 37, page 9 of 10 of the proposed Company Tariff have the potential to be quite punitive. For instance, in January 2025, the monthly cashout price for under deliveries was $8.76 and the cashout for over deliveries was $2.75. Therefore, if a transporter was short towards the end of the month and the current cost of gas plus the daily imbalance charge is less than $8.76, they would try and over-deliver to avoid the punitive cashout price. This could lead to other transporters who are trying to match their nominations to their loads to get allocated and thus incur daily imbalance charges.

Q. WHAT DOES WOODRIVER PROPOSE?

A. WoodRiver proposes the that the Daily Imbalance Charge remain as currently set forth in Section 2 and Section 2.a on Index No. 37, Schedule OTC, 9th Rev, Sheet 1 of 10 and Sheet 2 of 10 of the Company Tariff. The expansion of the Daily Imbalance Charge to include Southern Star is problematic due to the allocation process currently being used by the Company. If a Daily Balancing Charge is applied to Southern Star without first solving the allocation issue, it is certain to expose transport customers and aggregators to multiple additional charges for imbalances that are out of their control. The customer specific Operational Flow Order ("OFO") which is being requested in this case is a much more fair and equitable tool for the Company to use to manage the daily imbalances.

<u>Operational Flow Orders</u>

Q. THE COMPANY HAS PROPOSED TO EXPAND THE SCENARIOS IN WHICH THE COMPANY CAN CALL AN OFO TO INCLUDE A) WHEN THE SYSTEM IS OVER-SUPPLIED WITH GAS, AND B) THE ABILITY TO CALL A "CUSTOMER SPECIFIC" OFO (SEE COMPANY WITNESS TOBIN TESTIMONY AT PAGE 5, LINES 6-9). IS WOODRIVER OPPOSED TO THE INCLUSION OF THESE ADDITIONAL SCENARIOS?

A. No. WoodRiver is generally supportive of rules that allow the Company to protect the integrity of its system and provide a fair and equitable playing field for all participants.

<u>Assigning Receipt Points</u>

Q. THE COMPANY IS PROPOSING ADDING SPECIFICE LANGUAGE TO THE TARIFF REGARDING RECEIPT POINT REQUIREMENTS (SEE COMPANY WITNESS TOBIN TESTIMONY AT PAGE 8, LINE 10 THROUGH PAGE 9, LINE 90. IS WOODRIVER OPPOSED TO THE INCLUSION OF THE RECEIPT POINT ASSIGNMENT LANGUAGE?

A. In theory WoodRiver is not opposed to the inclusion of the receipt point language. In fact, WoodRiver would be supportive of being assigned a primary receipt point for which it would have a high degree of confidence knowing that the gas it scheduled there would not get allocated. However, based on the response to WoodRiver Data Request 1, subpart b, it does not appear that the assignment of receipt points will alleviate the allocation issue. Therefore, without knowing how this change will be applied in practice, WoodRiver struggles to agree with this change. Once again, in theory we agree, however the practice of implementing this can be problematic. Our concerns stem around the frequency of the potential changes and the communication of those changes. With the dynamic natural gas market and energy markets which are operational 24/7, as the system changes does the Company expect us to change? Can that be daily, intraday, multiple times a day? And if so, how is that communicated? If the Company can provide assurances that the proposal is workable by providing examples of how it will be applied in practice, WoodRiver would withdraw its' objection.

<u>Non-Telemetered Daily Balancing Service – Index number 37, Sheets 1-3.</u>

Q. THE COMPANY IS PROPOSING TO RAISE THE NON-TELEMETERED DAILY BALANCING SERVICE CHARGE FROM $0.009 PER THERM TO $0.015 PER THERM. DOES WOODRIVER OPPOSE THIS CHANGE?

A. WoodRiver does not object to the Daily Balancing Service Charge. However, WoodRiver does object to the unilateral change from $0.009 per therm to $0.015 per therm. This proposed change is not based on the purported cost to provide such service, but rather on a subjective formula based on the historical differences between daily gas prices and first of the month gas prices. While we understand the volatility of the market and recognize that risk has increased, we don't know if that volatility has led to the cost of providing this service to increase or decrease. The $0.009 per therm may already be sufficient to cover costs of providing this service. The Company has the burden of showing that it is not sufficient and it has not met that burden.

Q. WHAT DOES WOODRIVER PROPOSE TO DETERMINE THE COST OF PROVIDING THE NON-TELEMETERED DAILY BALANCING SERVICE CHARGE?

A. WoodRiver proposes that Company conduct an annual study to determine the cost of providing this service and adjust the rate accordingly to protect the sales customers and potentially not overburden this small transportation customer class.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.

STATE OF COLORAD0)
) ss.
COUNTY OF DENVER)

VERIFICATION

Don Krattenmaker, being duly sworn upon his oath deposes and states that he is Chief Operating Officer of WoodRiver Energy, LLC, that he has read and is familiar with the foregoing *Testimony,* and attests that the statements contained therein are true and correct to the best of his knowledge, information and belief.

Don Krattenmaker

Executed on May 9, 2025.

Subscribed and sworn to before me, a Notary Public, this 9th day of May, 2025.

Chastidy Marie Kazmer
Notary

My commission expires: March 9, 2027

CHASTIDY MARIE KAZMER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144019758
MY COMMISSION EXPIRES MARCH 9, 2027

WoodRiver Exhibit - DK-002
Allocated Imbalance Scenario

Line/Column Reference	A	B	C	D	E	F	G	H
1	**Gas Day - 4/25/25**							
2								
3	**SSC Receipt Point**	**Nominated Dth**	**Allocated Dth**	**Variance Dth**				
4	16980	61	61	-				
5	37172	1,571	-	1,571				
6	137550	625	144	481				
7	**Total**	**2,257**	**205**	**2,052**				
8								
9	**Service Requester Contract**		**Telemetered Usage Dth**					
10	60000711		48					
11	60000746		825					
12	60000976		341					
13	60000827		10					
14	60000769		540					
15	**Total**		**1,764**					
16								
17								
18								
19	**Current Tariff Charges**	**Total Allocated Dth**	**Total Usage Dth**	**Daily Imbalance Dth**	**Tolerance Dth**	**Out of Tolerance Dth**	**Charge**	
20		205	1,764	1,559	N/A	N/A	$ -	
21								
22								
23	**Proposed Tariff Charges**	**Total Allocated Dth**	**Total Usage Dth**	**Daily Imbalance Dth**	**Tolerance Dth**	**Out of Tolerance Dth**	**Proposed Rate**	**Daily Imbalance Charge**
24		205	1,764	1,559	10	1,549	$ 0.35	$ 535.87

WoodRiver Exhibit - DK-003
Scheduled Imbalance Scenario

Line/Column Reference	A	B	C	D	E	F	G	H
1	**Gas Day - 4/25/25**							
2								
3	**SSC Receipt Point**	**Nominated Dth**	**Allocated Dth**	**Variance Dth**				
4	16980	61	61	-				
5	37172	1,571	1,571	-				
6	137550	625	625	-				
7	**Total**	**2,257**	**2,257**	**-**				
8								
9	**Service Requester Contract**		**Telemetered Usage Dth**					
10	60000711		48					
11	60000746		825					
12	60000976		341					
13	60000827		10					
14	60000769		540					
15	**Total**		**1,764**					
16								
17								
18								
19	**Current Tariff Charges**	**Total Allocated Dth**	**Total Usage Dth**	**Daily Imbalance Dth**	**Tolerance Dth**	**Out of Tolerance Dth**	**Charge**	
20		2257	1,764	493	N/A	N/A	$ -	
21								
22								
23	**Proposed Tariff Charges**	**Total Allocated Dth**	**Total Usage Dth**	**Daily Imbalance Dth**	**Tolerance Dth**	**Out of Tolerance Dth**	**Proposed Rate**	**Daily Imbalance Charge**
24		2257	1,764	493	113	380	$ 0.35	$ 131.53

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing was sent via electronic mail, this 9th day of May, 2025, addressed to:

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