

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

In the matter of whether the license of Thor) Docket No: 24-CONS-3001-CSHO
Operating, LLC (Operator) should be revoked.)
) CONSERVATION DIVISION
)
)
_____) License No: 36020

In the matter of the failure of Quito, Inc.) Docket No: 24-CONS-3072-CPEN
("Operator") to comply with K.A.R. 82-3-120.)
) CONSERVATION DIVISION
)
)
_____) License No: 33594

In the matter of the failure of Quito, Inc.) Docket No: 24-CONS-3086-CMSC
and/or Thor Operating, LLC to comply with)
K.A.R. 82-3-120 and K.A.R. 82-3-133.) CONSERVATION DIVISION
)
)
_____) License Nos: 33594 & 36020

PRE-FILED DIRECT AND REBUTTAL TESTIMONY OF

SCOTT JOE GOETZ

ON BEHALF OF THOR OPERATING, LLC

JUNE 7, 2024

1 **Q. State your name and current residence address.**

2 A. Scott Joe Goetz, 1616 Cornell Drive, Bartlesville, Oklahoma 74006.

3 **Q. Please state your current employment.**

4 A. I am presently self employed and am also the managing member of Thor
5 Operating, LLC.

6 **Q. Do you have prior experience in operating oil and gas wells?**

7 A. Yes.

8 **Q. Please briefly state what that is.**

9 A. From 1989 through 2005, I was employed by Goetz and T&S Oil Company. That
10 company engaged in operating oil and gas leases. From 1998 through 2003, I
11 also worked for P&P Cementing; P&P engaged in well plugging operations.
12 From 2006 to present, I have owned an interest in MJ Goetz Bonding, LLC. MH
13 Goetz Bonding, LLC is a licensed oil operator in Oklahoma, in good standing with
14 the Oklahoma Corporation Commission. MJ Goetz Bonding, LLC operates the
15 Barnes Lease in Washington County, Oklahoma. From 2011 through 2015, I was
16 employed by Rocky Top Energy as a pumper and roustabout. From 2020 to
17 October 28, 2022, I was an employee McCann Field Services, Inc., as a pumper
18 and roustabout.

1 **Q. Are you the sole member of Thor Operating, LLC?**

2 A. Yes.

3 **Q. Other than yourself, are there any other officers, directors or partners of**
4 **Thor Operating, LLC?**

5 A. No.

6 **Q. Are you married?**

7 A. No.

8 **Q. Has any person related to you as a parent, brother, sister, child, parent-in-**
9 **law, brother-in-law, or sister-in-law ever been issued an operator's license**
10 **under K.S.A. 55-155?**

11 A. No.

12 **Q. Has any legal entity, such as a corporation or limited liability company in**
13 **which any person related to you as a parent, brother, sister, child, parent-in-**
14 **law, brother-in-law, or sister-in-law ever been issued a license under K.S.A.**
15 **55-155?**

16 A. No.

1 **Q. Has any person related to you as a parent, brother, sister, child, parent-in-**
2 **law, brother-in-law, or sister-in-law ever been an officer, director or partner**
3 **of any legal entity to whom a license was issued under K.S.A. 55-155?**

4 A. No.

5 **Q. It is thus true that all of your parents, brothers, sisters, children, parents-in-**
6 **law, brothers-in-law, or sisters-in-law compliant with of all the requirements**
7 **of Chapter 55 of the Kansas Statutes Annotated, and amendments thereto,**
8 **and all rules and regulations adopted thereunder and all Commission orders**
9 **and enforcement agreements?**

10 A. Yes.

11 **Q. Are you related by blood or marriage to Mark W. McCann?**

12 A. No.

13 **Q. When was Thor Operating, LLC formed?**

14 A. It was formed on February 10, 2023, when its Articles of Organization were filed
15 with the Kansas Secretary of State.

16 **Q. Why was Thor Operating, LLC formed?**

17 A. It was formed for the purpose of operating oil and gas leases.

18 **Q. Were there specific oil and gas leases that Thor intended to operate?**

1 A. Yes. Although the specific leases had not been identified at the time of its
2 formation, Thor was formed to operate oil and gas leases formerly operated by
3 Quito, Inc..

4 **Q. Did you have discussions with Mark W. McCann about the oil and gas leases**
5 **which had been operated under Quito's license?**

6 A. Yes.

7 **Q. Were you acquainted with Mr. McCann at the time of those discussions, and**
8 **if so, how?**

9 A. I was acquainted with Mr. McCann. I previously worked as an employee of
10 McCann Field Services, Inc.. McCann Field Services, Inc. is an Oklahoma
11 Corporation; it is my understanding that Mr. McCann is the owner of that
12 corporation. As an employee of McCann Field Services, Inc., Mr. McCann was my
13 supervisor.

14 **Q. What were your duties as an employee of McCann Field Services, Inc.?**

15 A. I engaged in a variety of functions as an employee of McCann Field Services, Inc..
16 Those services included working as a pumper and roustabout. I provided
17 services in well pulling, equipping and placing wells into production, installation
18 of oil and gas lease infrastructure including tanks and flow lines, and the repair

1 and maintenance of various types of equipment used in oil production related
2 activity.

3 **Q. Are you currently an employee of McCann Field Services, Inc.?**

4 A. No.

5 **Q. When were you last employed by McCann Field Services, Inc.?**

6 A. October 28, 2022.

7 **Q. Are you now, or have you ever been an employee of Quito, Inc.?**

8 A. No.

9 **Q. Can you summarize your discussions with Mr. McCann concerning the leases**
10 **Thor would operate?**

11 A. Mr. McCann advised that the operator's license of Quito, Inc. had been non-
12 renewed by the Kansas Corporation Commission. Mr. McCann also advised that
13 the owner of the working interest in the oil and gas leases which Quito, Inc. had
14 formerly operated, Kansas Production Company, Inc., was seeking a new operator
15 to transfer some or all of the leases and wells to, for the purpose of placing the
16 leases/wells back into operation.

17 **Q. Did you discuss with Mr. McCann why Quito's license had been non-**
18 **renewed?**

1 A. Yes. Mr. McCann indicated that Quito's license had been non-renewed because
2 the Kansas Corporation Commission found that Quito was not in compliance
3 with its statutes, regulations, rules or orders.

4 **Q. Did you discuss with Mr. McCann why the Commission found that Quito was**
5 **not compliant?**

6 A. Yes. Mr. McCann indicated that although there were a variety of asserted
7 violations reported from prior lease inspections by KCC field personnel, he
8 thought Quito had brought each of the wells and leases back into compliance,
9 but the Commission did not agree with his position. Mr. McCann indicated most
10 of the asserted violations related to issues involving temporarily abandoned
11 wells.

12 **Q. In light of the position Mr. McCann related to you involving Quito, what was**
13 **your position concerning Thor accepting a transfer of operator responsibility?**

14 A. I advised Mr. McCann that Thor would be willing to operate the wells and leases
15 formerly operated by Quito, but that I wanted to limit Thor's exposure to
16 regulatory compliance issues. Both Mr. McCann and I agreed that this could
17 best be accomplished by transferring to Thor those wells and leases which
18 limited Thor's exposure to potential problems from a regulatory standpoint.

1 **Q. Did you go through Quito's well inventory on each of the leases that Thor**
2 **agreed to operate and attempt to identify those wells that appeared to**
3 **present limited exposure to regulatory compliance issues?**

4 A. Yes.

5 **Q. Did Thor then enter into operating agreements with Kansas Production**
6 **Company, Inc. which identified specific wells which would be transferred to**
7 **Thor?**

8 A. Yes.

9 **Q. Did you also have discussions with Mr. McCann about transferring additional**
10 **wells on each of the leases from Quito to Thor?**

11 A. Yes. I advised that Thor would be receptive to accepting transfer of operator
12 responsibility on additional wells if it appeared that a well would not expose
13 Thor to significant regulatory compliance issues.

14 **Q. Please state the number of leases upon which wells were transferred from**
15 **Quito to Thor.**

16 A. Eight.

17 **Q. What is your understanding of the purpose of the Request for Change of**
18 **Operator Form, form T-1?**

1 A. Its purpose is to notify the Commission of a transfer of wells on a lease from the
2 past operator to a new operator.

3 **Q. Did you approve the eight T-1s for the leases and wells that were being**
4 **transferred from Quito to Thor in your capacity as the sole member of Thor?**

5 A. Yes.

6 **Q. Is it your understanding that the eight T-1s were filed electronically through**
7 **KOLAR?**

8 A. Yes.

9 **Q. Does the T-1 form show an effective date?**

10 A. Yes.

11 **Q. What is your understanding of the significance of the effective date on the**
12 **T-1?**

13 A. It is to signify the date that the new operator assumes responsibility for the wells
14 being transferred on the lease identified.

15 **Q. Please identify the effective dates of transfer of the wells on the eight leases.**

16 A. The effective dates by lease were: Sears Lease - March 20, 2023; Dearmond Lease
17 - April 10, 2023; Appleby Lease - May 9, 2023; McFarland Delong Lease - April

1 14, 2023; Williamson Lease - May 9, 2023; Flossie-White Lease - April 14, 2023;
2 Morton Lease - April 14, 2023; Wall Lease - May 9, 2023.

3 **Q. On what date or dates were the eight T-1s submitted?**

4 A. The T-1 on the Sears lease was submitted on April 6, 2023. The T-1 on the
5 Dearmond lease was submitted April 12, 2023. The T-1s on the Morton and
6 Flossie-White leases were submitted April 18, 2023. The T-1s on the McFarland-
7 Delong, Williamson, Wall and Appleby leases were submitted May 9, 2023.

8 **Q. Were each of the T-1s submitted within 30 days of the effective date of**
9 **transfer as shown on those forms?**

10 A. Yes.

11 **Q. Were you aware that in order to transfer responsibility, Thor would need to**
12 **demonstrate financial responsibility by one of the alternative methods set**
13 **forth in K.S.A. 55-155(d)?**

14 A. Yes.

15 **Q. How did Thor provide assurance of financial responsibility for the wells**
16 **transferred to it?**

17 A. Thor obtained an irrevocable Letter of Credit in the amount of \$30,000.00, which
18 was then furnished to the Commission.

1 **Q. After the Letter of Credit was furnished to the Commission, was Thor advised**
2 **of any deficiencies in the Letter of Credit?**

3 A. Not to my knowledge. I do not recall receiving any letters or emails from
4 Commission Staff, or notifications on Thor's KOLAR account that the Letter of
5 Credit was deficient in any manner. I became aware of this issue when I recently
6 reviewed the Pre-Filed Direct Testimony of Nancy Borst.

7 **Q. Is Thor willing to pay a non-refundable fee in the amount of \$1,800.00 as**
8 **authorized under K.S.A. 55-155(d)(4) to replace the prior Letter of Credit?**

9 A. Yes.

10 **Q. Has Thor applied for renewal of its operator's license, and if so, what is the**
11 **status of the application?**

12 A. Thor has applied for renewal. As far as I am aware, the application is still
13 pending.

14 **Q. Has Thor filed a well inventory certification in association with its license**
15 **renewal application?**

16 A. Yes.

17 **Q. What is the status of Thor's well inventory certification?**

1 A. Thor's KOLAR account indicates that the well inventory certification was
2 submitted on March 21, 2024, and that the KCC will respond to the certification.

3 **Q. Are you aware of any statute or administrative regulation concerning transfer**
4 **of operator responsibility which provides for review of the transfer of**
5 **operatorship?**

6 A. I am not aware of any such provision. With respect to production wells, if it
7 exists, K.S.A. 55-155(f) and K.A.R. 82-3-136 do not appear to contain any express
8 language relating to approval of transfer of operator responsibility from the past
9 operator to the new operator. With respect to injection authority, K.A.R. 82-3-
10 410 does require approval of the Conservation Division to transfer injection
11 authority.

12 **Q. Has Thor received notice that authority to operate any of the injection wells**
13 **transferred to it was not approved?**

14 A. No.

15 **Q. To the best of your knowledge, were each of the injection wells transferred**
16 **to Thor in compliance with the mechanical integrity requirements of K.A.R.**
17 **82-3-407 on the effective dates of each transfer?**

18 A. Yes.

1 **Q. As a condition of transfer of authority to inject, the Conservation Division**
2 **may require the transferring operator to conduct a mechanical integrity test.**
3 **Did Mark McCann advise you that Quito had been directed to conduct a**
4 **mechanical integrity test on any of the injection wells transferred by Quito**
5 **to Thor as a condition of transfer?**

6 A. Mr. McCann has never mentioned that to me.

7 **Q. Following submission of the T-1s and the Letter of Credit to the Commission,**
8 **did Thor place the wells which had been transferred to it back into**
9 **operation?**

10 A. Yes.

11 **Q. Was Thor actively operating the Sears #30 well on July 18, 2023?**

12 A. Yes.

13 **Q. Was the Sears #30 well one of the wells transferred to Thor by Quito?**

14 A. Yes.

15 **Q. Did Thor change the lease operator signs posted at the tank batteries at each**
16 **of the eight leases within 90 days after the effective date of each of the**
17 **transfers?**

18 A. Yes.

1 **Q. Have you had an opportunity to review the Pre-Filed Direct Testimony of**
2 **Troy Russell, including the exhibits attached to his testimony, specifically**
3 **exhibit TR-4?**

4 A. Yes.

5 **Q. K.A.R. 82-3-111 is the regulation governing temporarily abandoned wells.**
6 **Have you had an opportunity to review that regulation, and become familiar**
7 **with it?**

8 A. Yes.

9 **Q. In Mr. Russell's testimony, he states that Quito is in violation of K.A.R. 82-3-**
10 **111 on three wells on the Appleby Lease, wells #3, #2, and #4. As the**
11 **managing member of Thor, do you agree with Mr. Russell's assertion that**
12 **those three wells are not in compliance with the regulation?**

13 A. I disagree with Mr. Russell's assertion that those wells are non-compliant.

14 **Q. Please explain why you disagree with Mr. Russell's assertion that those three**
15 **wells are non-compliant.**

16 A. Each of those three wells were identified in the T-1 transferring operatorship
17 from Quito to Thor and submitted to the Commission. The Appleby #3 well is
18 a salt water disposal well that was fully equipped on the effective date of the

1 transfer from Quito to Thor. That well was placed into operation, and Thor
2 continued to operate it until on or about October 3, 2023, when the well was
3 sealed pursuant to Docket No. 24-3086. The well satisfies the criteria set forth
4 in K.A.R. 82-3-111(e). The 365 day cessation period will not arrive until October
5 3, 2024. Under K.A.R. 82-3-111(f), Thor would then have 90 days to file an
6 application to temporarily abandon the Appleby #3 well on or about January 1,
7 2025.

8 The Appleby #4 well was a fully-equipped production well in operation on
9 October 3, 2023. Its operation also ceased on or about that date due to the
10 order entered in Docket No. 24-3086. As a fully equipped well, the Appleby #4
11 also satisfies the criteria of K.A.R. 82-3-111(e).

12 The status of the Appleby #2 well was temporarily abandoned at the time
13 the well was transferred from Quito to Thor. Although the Appleby #2 well had
14 previously been transferred to Thor, Quito received notice from Commission Staff
15 on February 20, 2024, that the temporary abandonment status of the Appleby
16 #2 well could not be renewed, as the well had been shut-in for ten years or
17 more. Initially, Thor advised Commission Staff that the shut-in date had been
18 incorrectly identified, and submitted a corrected TA Application with a corrected

1 shut-in date, and requested that Commission Staff reconsider the TA Application.
2 When that request was denied, I communicated with Mr. McCann and Thor
3 provided to Commission Staff sales records and electrical billing evidence as
4 proof that the well had been fully-equipped and was in operation in 2017, and
5 requested that Commission Staff reconsider the prior denial to correct the shut-
6 in date. It is my understanding that neither Quito nor Thor have received a
7 response from Commission Staff to the request for reconsideration of the shut-in
8 date. If reconsideration of the shut-in date is denied, it is Thor's intent to fully
9 equip the Appleby #2 well and return it to production.

10 **Q. Do you disagree with Mr. Russell's assessment that the Williamson #2 and**
11 **#M-4 wells are not in compliance with K.A.R. 82-3-111, and if so, please**
12 **explain why you disagree with that assessment.**

13 A. I disagree with Mr. Russell's assertion that those wells are non-compliant. The
14 Williamson #2 well is a salt water disposal well that was fully equipped on the
15 date it was transferred by Quito to Thor. The Williamson #M-4 well was a fully
16 equipped production well on the date it was transferred by Quito to Thor. Both
17 wells were thereafter operated by Thor until operation ceased as a result of the

1 order entered in Docket No. 24-3086. The Williamson #2 and #M-4 wells
2 comply with K.A.R. 82-3-111(e).

3 **Q. Do you disagree with Mr. Russell's assessment that the Dearmond #24, #39,**
4 **#37, #40, #W-10, #M-4, #M-6, #W-11, #M-8, #M-12 wells are not in**
5 **compliance with K.A.R. 82-3-111, and if so, please explain why you disagree**
6 **with that assessment.**

7 A. I disagree with Mr. Russell's assertion that those wells are non-compliant. The
8 Dearmond #W-10 and W-11 wells were active injection wells that were fully
9 equipped on the date they were transferred by Quito to Thor. The Dearmond
10 #24, #39, #37, #40, #M-4, #M-6, #W-11, #M-8 and #M-12 wells were fully
11 equipped production wells on the date they were transferred by Quito to Thor.
12 Those wells were thereafter operated by Thor until operation ceased as a result
13 of the order entered in Docket No. 24-3086. Each of the Dearmond wells
14 comply with K.A.R. 82-3-111(e).

15 **Q. On Mr. Russell's exhibit TR-4, the Dearmond #38, #M-3 and #M-5 wells are**
16 **listed, but there is no asserted violation identified on his exhibit. What is the**
17 **status of each of those three wells?**

1 A. Those three wells are temporarily abandoned. The current TA status of each of
2 those three wells are approved; the current TA status for each of those three
3 wells expires on November 25, 2024. I would note that Thor tried to renew the
4 TA status of each of these three wells, but apparently because the T-1s had not
5 been processed, Quito had to submit the renewal TA Applications which were
6 approved.

7 **Q. Do you disagree with Mr. Russell's assessment that the McFarland-Delong #4**
8 **and #9 wells are not in compliance with K.A.R. 82-3-111, and if so, please**
9 **explain why you disagree with that assessment.**

10 A. I disagree with Mr. Russell's assertion that those wells are non-compliant. The
11 McFarland-Delong #9 well is an injection well that was fully equipped on the
12 date it was transferred by Quito to Thor. The McFarland-Delong #4 well was a
13 fully equipped production well on the date it was transferred by Quito to Thor.
14 Both wells were thereafter operated by Thor until operation ceased as a result
15 of the order entered in Docket No. 24-3086. The McFarland-Delong #9 and #4
16 wells comply with K.A.R. 82-3-111(e).

1 **Q. Do you disagree with Mr. Russell's assessment that the Flossie White #14,**
2 **#19 and #20 wells are not in compliance with K.A.R. 82-3-111, and if so,**
3 **please explain why you disagree with that assessment.**

4 A. I disagree with Mr. Russell's assertion that those wells are non-compliant. The
5 Flossie White #14 well is an injection well that was fully equipped on the date
6 it was transferred by Quito to Thor. The Flossie White #19 and #20 wells were
7 fully equipped production wells on the date they were transferred by Quito to
8 Thor. Each of those three wells were thereafter operated by Thor until operation
9 ceased as a result of the order entered in Docket No. 24-3086. The Flossie
10 White #14, #19 and #20 wells comply with K.A.R. 82-3-111(e).

11 **Q. Do you disagree with Mr. Russell's assessment that the Sears #1, #2, #5, #1-**
12 **A, #KHCA-23, #22, #24, #25, #28, #30, #0, #14, #26, #27, #31, #32, #33, #35,**
13 **#36, #37, #40, #M-2, #M-3 and #M-1 wells are not in compliance with K.A.R.**
14 **82-3-111, and if so, please explain why you disagree with that assessment.**

15 A. I disagree with Mr. Russell's assertion that those wells are non-compliant. The
16 Sears #0, #26, #27 and #35 wells were injection wells that were fully equipped
17 on the date those wells were transferred by Quito to Thor. The Sears #2, #5,
18 #1-A, #KHCA-23, #24, #25, #28, #30, #31, #32, #33, #36, #37, #40, #M-2, #M-3

1 and #M-1 were fully equipped production wells on the date those wells were
2 transferred by Quito to Thor. All of those wells were thereafter operated by Thor
3 until operation ceased as a result of the order entered in Docket No. 24-3086.
4 Each of the wells just identified comply with K.A.R. 82-3-111(e). Mr. McCann has
5 additional information concerning the Sears #1, Sears #14 and Sears #22 wells,
6 which he will address in his testimony.

7 **Q. Do you disagree with Mr. Russell's assessment that the Morton #3 and #19**
8 **wells are not in compliance with K.A.R. 82-3-111, and if so, please explain**
9 **why you disagree with that assessment.**

10 A. I disagree with Mr. Russell's assertion that those wells are non-compliant. The
11 Morton #3 well is an injection well which was fully equipped on the date it was
12 transferred by Quito to Thor. The Morton #19 well was a fully equipped
13 production well on the date it was transferred by Quito to Thor. Both wells were
14 thereafter operated by Thor until operation ceased as a result of the order
15 entered in Docket No. 24-3086. Both of those wells comply with K.A.R. 82-3-
16 111(e).

1 **Q. Do you disagree with Mr. Russell's assessment that the Wall #1 and #1A**
2 **wells are not in compliance with K.A.R. 82-3-111, and if so, please explain**
3 **why you disagree with that assessment.**

4 A. I disagree with Mr. Russell's assertion that those wells are non-compliant. The
5 Wall #1 well was a fully equipped production well on the date it was transferred
6 by Quito to Thor. The Wall #1A well was a fully equipped injection well on the
7 date it was transferred by Quito to Thor. Both wells were thereafter operated by
8 Thor until operation ceased as a result of the order entered in Docket No. 24-
9 3086. Both of the Wall wells comply with K.A.R. 82-3-111(e).

10 **Q. Mr. Russell's exhibit TR-4 asserts a violation of K.A.R. 82-3-120 on some, but**
11 **not all, of the injection wells transferred by Quito to Thor. K.A.R. 82-3-120**
12 **generally prohibits the drilling, completing, servicing, plugging or operating**
13 **of any oil, gas, injection or monitoring well without the operator or**
14 **contractor first obtaining or renewing a current license. When was Thor's**
15 **operator's license issued?**

16 A. February 17, 2022.

17 **Q. Except for any TAed wells, did Thor operate each of the wells identified in**
18 **Mr. Russell's exhibit TR-4 pursuant to that license?**

1 A. Yes.

2 **Q. At any time after any of the injection wells were transferred by Quito to**
3 **Thor, was Thor notified by Commission Staff that transfer of injection**
4 **authority from Quito to Thor was disapproved?**

5 A. Thor has had no contact of that nature.

6 **Q. On July 3, 2023, Commission Staff filed its Motion for the Designation of a**
7 **Presiding Officer and the Scheduling of a Prehearing Conference. Was Thor**
8 **notified at any time after the filing of that Motion to cease operation of any**
9 **of the injection wells transferred by Quito to Thor?**

10 A. No.

11 **Q. Was Thor notified by Commission Staff to cease operation of any of the**
12 **production wells transferred by Quito to Thor after the filing of the Motion?**

13 A. No.

14 **Q. K.A.R. 82-3-407 generally requires injection wells to be tested every five**
15 **years for mechanical integrity. In exhibit TR-4 to Mr. Russell's Pre-filed**
16 **Testimony, he identifies the Sears #0 and #26 wells as failing to comply with**
17 **K.A.R. 82-3-407. Are you familiar with both of those wells?**

18 A. Yes.

1 **Q. Do you know if each of those wells has recently passed mechanical integrity**
2 **testing?**

3 A. Yes. Successful MIT tests were conducted on both the Sears #0 and the Sears
4 #26 wells on May 15, 2024.

5 **Q. K.A.R. 82-3-409 requires submission of an annual report showing various**
6 **information, including amount and kind of fluid injected into each injection**
7 **well. Do you know if the annual fluid injection report for the Sears #27 well**
8 **has been completed and filed?**

9 A. I discovered that the annual fluid injection report for the Sears #27 well did not
10 get completed and filed. Thor will get that form completed and filed shortly.
11 Thor will not contest assessment of the standard penalty for failure to timely file
12 that form.

13 **Q. Do you know if the annual fluid injection report has been completed and**
14 **filed for the Wall #1A well?**

15 A. Yes, it has been filed. A copy of the completed report is attached to my
16 testimony as exhibit SG-1.

1 **Q. K.A.R. 82-3-602 is a regulation generally governing closure of pits. Do you**
2 **know if drilling pit, haul-out pit, work over pit, settling pit, burn pit, or**
3 **emergency pit exists in the vicinity of the Sears #35 well?**

4 A. It is my understanding that a pit did exist, but that it was backfilled. Mr. McCann
5 will have further information on that topic.

6 **Q. K.A.R. 82-3-603 is the administrative regulation governing spill notification**
7 **and clean up. Do you know if there are spill sites at or near the Sears**
8 **#KHCA-23, #33 or #M-1 wells?**

9 A. It is my understanding that there were spills identified at those locations in prior
10 inspection reports conducted by Commission Staff. At the time that Thor
11 accepted transfer of operator responsibility for the Sears lease, it appeared to me
12 that each of those sites had been remediated. Mr. McCann will have further
13 information on that topic.

14 **Q. Does this conclude your pre-filed direct and rebuttal testimony?**

15 A. Yes.

CERTIFICATE OF SERVICE

I, the undersigned, certify that a true copy of the attached Pre-Filed Direct and Rebuttal Testimony of Scott Joe Goetz has been served to the following by means of electronic service on June 7, 2024.

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