

BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS

In the Matter of a General Investigation)
Regarding the Effect of Federal Income Tax)
Reform on the Revenue Requirements of)
Kansas Public Utilities and Request to Issue an)
Accounting Authority Order Requiring Certain)
Regulated Public Utilities to Defer Effects of)
Tax Reform to a Deferred Revenue Account.)

Docket No. 18-GIMX-248-GIV

TESTIMONY OF JENNIFER G. RIES

IN SUPPORT OF THE

SETTLEMENT AGREEMENT

ON BEHALF OF

ATMOS ENERGY CORPORATION

1 **I. INTRODUCTION**

2 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

3 A. Jennifer G. Ries, 1555 Blake Street, Suite 400, Denver CO 80023.

4 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

5 A. I am employed by Atmos Energy Corporation ("Atmos Energy" or the "Company") as Vice
6 President, Rates & Regulatory Affairs.

7 **Q. WHAT ARE YOUR RESPONSIBILITIES AS VICE PRESIDENT, RATES &
8 REGULATORY AFFAIRS FOR ATMOS ENERGY?**

9 A. I am responsible for leading and directing the rates and regulatory activity in the
10 Colorado-Kansas division of Atmos Energy. This responsibility includes executing and
11 managing the rate strategy for both states.

12 **Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND
13 PROFESSIONAL EXPERIENCE.**

14 A. I graduated from Texas Tech University in 2003 with a Bachelor of Science in Mechanical
15 Engineering and have been a Professional Engineer in the State of Texas since 2008. I have
16 worked for Atmos Energy since 2002, serving in technical, operational and managerial
17 positions. From 2002 to 2006, I worked in the Technical Services as an engineer in the West
18 Texas Division of Atmos Energy. In this capacity, I designed, planned and oversaw the
19 installation of large scale piping systems, regulator stations and metering stations. In 2006,
20 I transferred to the position of Operations Supervisor and relocated to the Permian Basin. In
21 this role, I oversaw and planned for the daily operations of construction, service and
22 compliance personnel with direct supervisory responsibility of field employees. In 2010, I
23 accepted the position of Senior Rates Analyst where I was responsible for regulatory analysis,

1 planning, and implementation of overall regulatory strategy in the West Texas Division. In
2 September 2011, I was promoted to Manager of Compliance for the West Texas Division. My
3 area of responsibility included oversight of distribution design and estimation, compliance
4 with Texas Rule 8.209 and Distribution Integrity management, and oversight of damage
5 prevention. In June 2012, I accepted the role of Manager of Engineering Service. In this role,
6 I oversaw engineering and compliance activities for the West Texas Division, provided
7 support for daily operations and maintenance activities, and participated in the budgeting,
8 planning and completion process of capital investment projects. I assumed my current position
9 in June 2015.

10 **Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE THE KANSAS CORPORATION**
11 **COMMISSION ("KCC") OR OTHER REGULATORY ENTITIES?**

12 A. Yes. I provided testimony in Atmos Energy's GSRS filings in Docket 17-ATMG-141-TAR
13 and 18-ATMG-218-TAR. I have also provided testimony before the Colorado Public Utility
14 Commission in Atmos Energy's general rate case proceeding in Docket 15AL-0299G and
15 testimony in Docket 17AL-0429G.

16 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

17 A. I am providing testimony in support of the Settlement Agreement ("Agreement") between
18 Atmos Energy, the Staff of the Kansas Corporation Commission ("Staff") and the Citizens'
19 Utility Ratepayer Board ("CURB") (collectively, the "Parties"), which is being submitted to
20 the Commission for approval. I was personally involved in negotiating the terms of the
21 Agreement. The Agreement (1) quantifies the economic impact of the new lower federal
22 corporate income tax rate under the Tax Cuts and Jobs Act ("TCJA"); (2) sets forth a plan to
23 refund the tax savings to Atmos Energy's Kansas customers; (3) requires Atmos Energy to

1 establish a regulatory liability to capture the tax savings relating to its excess accumulated
2 deferred income taxes ("ADIT"); and (4) defers any issues regarding the tax savings regarding
3 the excess ADIT to Atmos Energy's next general rate case. I am providing background
4 information regarding this matter, summarizing the terms of the Agreement, and addressing
5 and applying the Commission standards for review of settlements to the Agreement in this
6 case.

7 **II. BACKGROUND**

8 **Q. CAN YOU PROVIDE SOME BACKGROUND INFORMATION REGARDING THIS**
9 **MATTER?**

10 A. Yes. On December 14, 2017, Staff filed a Motion to Open a General Investigation and Issue
11 Accounting Authority Order Regarding Federal Tax Reform ("Staff Motion").¹

12 On December 22, 2017, CURB filed a Petition to Intervene and a Response in Support
13 of Staff's Motion.²

14 On January 18, 2018, the Commission issued its Order Opening General Investigation
15 and Issuing Accounting Authority Order Regarding Federal Tax Reform ("Order").³

16 On February 8, 2018, Atmos Energy representatives met in Topeka with Staff and
17 CURB to discuss and attempt to reach agreement to quantify the economic impacts of the new
18 lower tax rates on Atmos Energy's Kansas operations based upon the instructions provided by
19 the Commission in its Order and how cost savings related to the lower tax rates should be

¹Staff Motion to Open General Investigation and Issue Accounting Authority Order Regarding Federal Tax Reform filed December 14, 2017, in Docket No. 18-GIMX-248-GIV ("248 Docket") ("Staff Motion").

²CURB's Petition to Intervene and a Response in Support of Staff's Motion filed December 22, 2017, in the 248 Docket.

³Order issued January 18, 2018, in the 248 Docket.

1 passed on to Atmos Energy's Kansas customers with interest. We also discussed how Atmos
2 Energy should capture excess ADIT for the benefit of its customers using a method that is
3 consistent with the tax normalization requirements specified in the tax legislation or IRS
4 Normalization Rules, as applicable. As a result of that meeting and follow-up discussions
5 among the parties, Atmos Energy, Staff and CURB were able to reach the Agreement, which
6 is attached to the Joint Motion as Exhibit A, which was filed with the Commission for
7 approval.⁴

8 **III. TERMS OF THE AGREEMENT**

9 **Q. ARE YOU FAMILIAR WITH THE TERMS OF THE AGREEMENT?**

10 A. Yes, I am. The terms of the Agreement address the following:

- 11 (1) REDUCTION IN FEDERAL INCOME TAX EXPENSE INCLUDED IN ATMOS ENERGY'S COST
12 OF SERVICE RESULTING FROM THE TCJA'S LOWERING OF THE FEDERAL INCOME TAX
13 RATE FROM 35% TO 21%
- 14 (2) ANNUAL TAX REFORM CREDIT AMOUNT TO ATMOS ENERGY'S CUSTOMERS
- 15 (3) TAX SAVINGS RELATING TO EXCESS ADIT
- 16 (4) GENERAL PROVISIONS
- 17 1. REDUCTION IN FEDERAL INCOME TAX EXPENSE INCLUDED IN ATMOS ENERGY'S COST
18 OF SERVICE RESULTING FROM THE TCJA'S LOWERING OF THE FEDERAL INCOME TAX
19 RATE FROM 35% TO 21%

20 **(a) DEFERRED REVENUE ACCOUNT**

21 The Commission stated that in order to quantify the economic impacts of the new
22 lower tax rates on Kansas utilities the calculation should be based upon the difference between
23 (1) the cost of service approved by the Commission in the utility's most recent rate case; and
24 (2) the cost of service that would have resulted had the provision for federal income taxes

⁴See, Exhibit A to the Joint Motion, Settlement Agreement dated March 9, 2018 ("Agreement").

1 been based upon the corporate income tax rate approved in the TCJA and said amount shall
2 be placed in a deferred revenue account. For the period of time between January 1, 2018, and
3 through the date on which the Commission issues an order approving the Tax Reform Credit
4 Tariff identified in paragraph 9 of the Agreement, (anticipated by Atmos Energy, Staff and
5 CURB to be on or before April 1, 2018) ("Accrual Period"), Atmos Energy agrees to accrue
6 monthly, in a Deferred Revenue Account, that portion of its revenue representing the
7 difference between: (1) the cost of service as approved by the Commission in its most recent
8 rate case, Docket No. 16 -ATMG- 079- RTS ("079 Docket"); and (2) the cost of service that
9 would have resulted had the provision for federal income taxes been based upon the corporate
10 income tax rate in the TCJA.

11 Atmos Energy, Staff and CURB agreed that the estimated amount to be accrued in the
12 Deferred Revenue Account shall be \$1.13 million for the period of January 1, 2018, thru
13 March 31, 2018. Atmos Energy, Staff and CURB further agreed that the interest rate applied
14 to the amount in the Deferred Revenue Account shall be calculated at the rate being used for
15 interest paid on customer deposits, which is currently 1.62%. The disposition of the amount
16 in the Deferred Revenue Account, plus interest, shall be included in the Tax Reform Credit
17 Tariff discussed in Paragraph 9 of the Agreement for a one year period (April 1, 2018 - March
18 31, 2019).

19 As set forth in the Commission's Order, if a utility believes that other components of
20 its cost of service have offset the decrease in its income tax expenses than it will have the
21 ability during a general rate case to file such information and supporting data with the
22 Commission to support its belief. In entering into the Agreement, Atmos Energy reserves its
23 right in its next general rate case to provide the Commission with such information and
24 supporting data to show other components of its cost of service have offset the decrease in its

1 income tax expenses during the Accrual Period and its right to request that all or a portion of
2 the Deferred Revenue Account being credited to customers under the Agreement be credited
3 back to Atmos Energy in some fashion to account for the other components of its cost of
4 service that offset the decrease in its income tax expenses. In entering into the Agreement,
5 Staff and CURB also reserved their rights to challenge any effort made by Atmos Energy to
6 contend that other components of its cost of service should be used to offset the decrease in
7 Atmos Energy's income tax expenses during the Accrual Period. For clarification purposes,
8 Atmos Energy agreed that its ability to make a claim that other components of its cost of
9 service have offset the decrease in its income tax expenses shall be limited to the Accrual
10 Period. This is because the parties have agreed upon a plan relating to the cost of service tax
11 savings in the Agreement, which shall take effect upon approval by the Commission of the
12 Agreement, and which will effectively end Atmos Energy's obligation to continue to fund the
13 Deferred Revenue Account. A copy of Atmos Energy's calculation of the amount being
14 placed in the Deferred Revenue Account, with interest, is attached to the Agreement as
15 Appendix 1. Said calculation has been reviewed and verified by Staff.

16 **(b) TAX REFORM CREDIT TARIFF/ANNUAL TAX REFORM CREDIT AMOUNT**

17 The Agreement includes Atmos Energy's proposed Tax Reform Credit Tariff. The Tax
18 Reform Credit Tariff contains a provision to provide a monthly credit to all of Atmos Energy's
19 customers for that portion of the annual revenue requirement representing the difference
20 between: (1) the cost of service as approved by the Commission in its most recent rate case;
21 and (2) the cost of service that would have resulted had the provision for federal income taxes
22 been based upon the corporate income tax rate approved in the TCJA ("Cost of Service
23 Credit"). The Tax Reform Credit Tariff also includes a credit to reflect the tax rate change for
24 the GSRS surcharge ("GSRS Credit"). Atmos Energy, Staff and CURB agree that the annual

1 Cost of Service Credit is approximately three million dollars (\$3,002,308) and the annual
2 GSRS Credit is approximately seventy-five thousand dollars (\$75,200) (collectively the
3 "Annual Tax Reform Credit Amount"). The Annual Tax Reform Credit Amount shall be
4 allocated among Atmos Energy's customer classes based upon the customer class allocations
5 approved in Atmos Energy's last rate case (079 Docket) and shall be allocated between a fixed
6 credit and volumetric credit as set forth in paragraph 10 of the Agreement. The Tax Reform
7 Credit Tariff shall include an annual true up provision. The amount in the Deferred Revenue
8 Account, plus interest, shall also be credited to customers beginning April 1, 2018, and be
9 returned on a monthly basis through March 31, 2019 under the Tax Reform Credit Tariff,
10 using the same allocation method. Subject to the true up provision, the Tax Reform Credit
11 Tariff shall be reset to zero when Atmos Energy's base rates are reset to account for the
12 difference between the 35% and 21% tax rate in its next general rate case. This will allow the
13 utility to use the tariff in the future should there be other changes to the federal tax laws. A
14 copy of the Tax Reform Credit Tariff is attached to the Agreement as Appendix 3. A copy of
15 Atmos Energy's calculation of the Cost of Service Credit, GSRS Credit, and Annual Tax
16 Reform Credit Amount is attached to the Agreement as Appendix 2. The Staff has reviewed
17 and has verified said calculations.

18 2. ANNUAL TAX REFORM CREDIT AMOUNT TO ATMOS ENERGY'S CUSTOMERS

19 Under the terms of the Agreement, Atmos Energy, Staff and CURB agreed that Atmos
20 Energy shall establish the Cost of Service Credit rate, exclusive of the amount in the Deferred
21 Revenue Account, by providing Atmos Energy's customers a fixed monthly separate line bill
22 credit, referred to as the Tax Reform Credit beginning in April, 2018, for 54% of the tax
23 savings, and a separate line volumetric Tax Reform Credit for the remaining 46% of the Cost
24 of Service Credit rate relating to the annual tax savings, so that the Cost of Service Credit

1 would be included in the Tax Reform Credit from April 2018 forward would be reflected on
2 the customer bill until the tax savings are reflected in base rates following a final order in a
3 general rate case filing. The 54% and 46% allocations of the tax savings between the fixed
4 bill credit and the volumetric credit roughly tie to the percentage allocations in Atmos
5 Energy's last rate case for the amount of total non gas or non PGA costs recovered through the
6 monthly customer charge (54%) and the amount of total costs recovered through the
7 commodity charge (46%). The allocation of the tax savings between the bill credit and the
8 volumetric credit will reasonably assign the refund to customers within each class so
9 customers who use more gas and pay more of the revenue, and thus, more of the utility's tax
10 expense, will receive an appropriate amount of the tax refund. The GSRS Credit will be
11 provided to Atmos Energy's customers as part of and included in the fixed monthly separate
12 line credit and included as part of the Tax Reform Credit.

13 Appendix 4 of Exhibit A to the Joint Motion, shows how the Cost of Service Credit
14 rate is allocated between customer classes and then allocated to the fixed Tax Reform Credit
15 monthly separate line bill credit and the volumetric credit. Each Atmos Energy residential
16 customer will receive an average annual reduction or credit of \$18.56 for the Annual Tax
17 Reform Credit and an average annual reduction or credit of \$6.86 for the one year Deferred
18 Revenue Account.

19 Under the Agreement, the Cost of Service Credit rate and GSRS Credit included in the
20 Tax Reform Act Tariff will also be provided to Atmos Energy's customers in each succeeding
21 month following 2018 until Atmos Energy's base rates are changed in its next rate case. At
22 that point in time, the tax savings will be reflected in the new base rates for the benefit of the
23 customers and subject to reflecting any true up under the tariff. The tariff rate shall then be
24 reset to \$0 and remain available for any future federal income tax law changes.

1 3. TAX SAVINGS RELATING TO EXCESS ADIT

2 The Commission in its Order stated its intent was also to capture tax savings relating
3 to excess ADIT for the benefit of customers using a methodology that is consistent with the
4 tax normalization requirements specified in the tax legislation or IRS Normalization Rules.
5 Under the Agreement, Atmos Energy has indicated that it will establish a regulatory liability
6 to account for and capture tax savings relating to excess ADIT and will provide evidence of
7 such to Staff and CURB. Subject to the provisions in the Agreement, Atmos Energy, Staff
8 and CURB have agreed to defer any issues regarding the amount of tax savings relating to
9 excess ADIT and how those savings should be passed on to customers to Atmos Energy's next
10 general rate case filing with the understanding and concurrence by the parties that Atmos
11 Energy's customers are entitled to the benefits of the tax savings relating to the utility's excess
12 ADIT. The other provisions in the Agreement relating to the treatment of excess ADIT in
13 Atmos Energy's next rate case are as follows:

- 14 a. The Joint Movants agree that all fixed asset related excess deferred taxes (both
15 protected and unprotected) shall be reflected in rates utilizing the Reverse South
16 Georgia method.
- 17 b. The Joint Movants further agree that with respect to excess deferred taxes, it may be
18 appropriate in accounting for the excess deferred taxes that Atmos Energy book an
19 estimate of the excess deferred taxes that can then be trued-up after the end of Atmos
20 Energy's fiscal year, which ends on September 30, 2018.

21 Atmos Energy is utilizing the Reverse South Georgia method to calculate the
22 amortization on all fixed asset related excess deferred taxes pursuant Section 13001(d)
23 of the Tax Cuts and Jobs Act ("TCJA"). This provision requires the use of the Average
24 Rate Assumption Method ("ARAM") unless the Company's books and records do not

1 contain the sufficient data to use this method. If the books and records do not contain
2 this data, the Company is required to use the Reverse South Georgia method. The
3 Company has determined that it does not possess the detailed records necessary to use
4 the ARAM. In order to amortize using this method the Company must have detailed
5 property records at a vintage (tax year) level as used in the Company's regulated books
6 of account. The property records must contain this vintage year data for both book
7 and tax records. In other words, the book cost and book accumulated depreciation
8 must be available by vintage account. The Company maintains its accounting records
9 in accordance with FERC requirements and Generally Accepted Accounting
10 Principles. While the Company's property records do contain vintage level detail for
11 book and tax cost, the records do not contain vintage level detail for book and tax
12 accumulated depreciation. Book depreciation is computed using the depreciation lives
13 approved in the jurisdictions the Company operates in. FERC requirements and the
14 methodology required in Kansas do not require recording and tracking the detailed
15 vintage level data required for the ARAM. As a result, the Company does not record
16 accumulated depreciation on the books and records in this manner and so must utilize
17 the Reverse South Georgia method.

18 Atmos Energy, Staff and CURB also agreed Atmos Energy's excess ADIT as of
19 December 31, 2017, will not be amortized for ratemaking purposes until the excess ADIT is
20 reflected in base rates approved by the Commission in Atmos Energy's next general rate case
21 filing. As stated in the Agreement, under the provisions of the GSRS statute (K.S.A.
22 66-2203), in order for Atmos Energy to retain its GSRS surcharge it is required to file a
23 general rate case every five years unless it obtains approval from the Commission for an
24 additional one year extension. Atmos Energy's last general rate case was decided by the

Commission on March 17, 2016. Therefore, if Atmos Energy wishes to continue to retain its ability to use the GSRS surcharge it will be required to file its next general rate case within the time restrictions set forth in the GSRS statute and Atmos Energy agrees to reflect the tax savings relating to the excess ADIT in that next general rate case filing.

4. GENERAL PROVISIONS

Atmos Energy, Staff and CURB agreed that if the Agreement is approved by the Commission, it shall apply only to Atmos Energy's tax refund plan and shall not be binding on Staff, CURB or the Commission in reviewing or approving any TCJA tax refund plan submitted by any other public utility in this docket or ordered by the Commission in this or any other docket.

Staff and CURB specifically reserved their respective rights to make all arguments and to take positions that are different than what they have agreed to in the Agreement for Atmos Energy's TCJA tax refund plan with respect to TCJA tax refund plans submitted by other public utilities for approval by the Commission.

The Agreement also included a provision that nothing in the Agreement is intended to impinge or restrict, in any manner, the exercise by the Commission of any statutory right, including the right of access to information, and any statutory obligation, including the obligation to ensure that Atmos Energy is providing efficient and sufficient service at just and reasonable rates.

The parties represented that the Agreement was a negotiated settlement that resolved or deferred the issues in this docket to Atmos Energy's next general rate case as it relates to Atmos Energy only. The parties also indicated that the terms of the Agreement constituted a fair and reasonable resolution of the issues addressed therein as they related to Atmos Energy only. Except as specified in the Agreement, Atmos Energy, Staff and CURB shall not

1 be prejudiced, bound by, or in any way affected by the terms of the Agreement (a) in any
2 future proceeding; (b) in any proceeding currently pending under a separate docket; and/or (c)
3 in this proceeding should the Commission decide not to approve the Agreement in the instant
4 proceeding. If the Commission accepts the Agreement in its entirety and incorporates the
5 same into a final order without material modification, Atmos Energy, Staff and CURB shall
6 be bound by its terms and the Commission's order incorporating its terms as to all issues
7 addressed therein and in accordance with the terms thereof, and will not appeal the
8 Commission's order on these issues.

9 In the event the Commission does not approve and adopt the terms of this Agreement
10 in total, it shall be voidable and none of the parties to the Agreement shall be bound,
11 prejudiced, or in any way affected by any of the agreements or provisions hereof. Further, in
12 such event, the Agreement shall be considered privileged and not admissible in evidence and
13 shall be withdrawn from the record in this proceeding and not made a part of the record in any
14 other proceeding.

15 **IV. COMMISSION STANDARDS FOR REVIEW OF AGREEMENT**

16 **Q. ARE YOU FAMILIAR WITH THE FACTORS THE COMMISSION CONSIDERS**
17 **WHEN REVIEWING A PROPOSED SETTLEMENT AGREEMENT?**

18 A. Yes, I am. I understand there are five factors the Commission considers when reviewing a
19 proposed settlement agreement, and I have reviewed several of the Commission's orders since
20 the Commission adopted its five factor test in 2008.

21 **Q. CAN YOU IDENTIFY THOSE FIVE FACTORS?**

22 A. The five factors the Commission considers when reviewing proposed settlement agreements
23 are as follows:

24 (1) whether there was an opportunity for the opposing party to be heard on their reasons

1 for opposition to the Agreement;

2 (2) whether the Agreement is supported by substantial competent evidence;

3 (3) whether the Agreement conforms with applicable law;

4 (4) whether the Agreement results in just and reasonable rates; and

5 (5) whether the results of the Agreement are in the public interest.

6 **Q. WHO ARE THE PARTIES TO THIS DOCKET?**

7 A. The parties to this general investigation docket included all of the investor owned utilities,
8 CURB and Staff. However, because the Agreement only pertains to Atmos Energy's tax
9 savings refund plan and only impacts Atmos Energy's customers, the relevant parties are all
10 signatories to the Agreement.

11 **Q. ARE THERE ANY ISSUES NOT ADDRESSED IN THE AGREEMENT THAT ANY**
12 **OF THE PARTIES WISH TO LITIGATE?**

13 A. No. The Agreement either addresses or defers the issues between Atmos Energy, Staff and
14 CURB to Atmos Energy's next general rate case.

15 **Q. WHO PARTICIPATED IN THE SETTLEMENT NEGOTIATIONS IN THIS**
16 **DOCKET?**

17 A. Representatives from Atmos Energy, Staff, and CURB participated in the settlement
18 negotiations as it related to Atmos Energy's tax savings refund plan. Atmos Energy originally
19 met with the parties at the Commission on February 8, 2018, to collectively discuss the issues
20 in this docket and the possibility for settlement of some or all of the issues. The parties
21 continued discussions through March 8, 2018. A settlement of all issues was reached by
22 Atmos Energy, Staff and CURB resulting in the Agreement filed with the Commission on
23 March 9, 2018.

24 **Q. DID ALL PARTIES WHO WILL BE IMPACTED BY THE PROPOSED TAX**

1 **SAVINGS REFUND PLAN HAVE AN OPPORTUNITY TO BE HEARD WITH**
2 **RESPECT TO THE TERMS OF THE AGREEMENT?**

3 A. Yes. All parties impacted by the terms contained in the Agreement participated in the
4 settlement discussions.

5 **Q. IS THE SETTLEMENT AGREEMENT AMONG THE PARTIES IN CONFORMITY**
6 **WITH THE FACTORS THE COMMISSION USES TO REVIEW SETTLEMENTS?**

7 A. Yes. Although the factors established by the Commission have a legal application, it is my
8 understanding all the parties agree that the established standards have been met. A legal
9 analysis in the Joint Motion addresses these points. The final settlement agreement conforms
10 to the instructions included by the Commission in its Order, is consistent with the intent set
11 forth by the Commission in its Order, and will result in a TCJA tax savings refund plan that
12 is fair and reasonable.

13 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

 A. Yes.

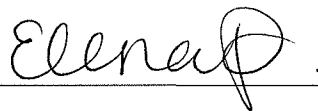
VERIFICATION OF JENNIFER G. RIES

STATE OF COLORADO, COUNTY OF DENVER, ss:

I, Jennifer G. Ries, being first duly sworn on oath, depose and state that I am the witness identified in the foregoing Testimony in Support of the Settlement Agreement; that I have read the testimony and am familiar with its contents; and that the facts set forth therein are true and correct.

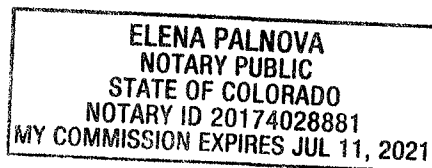

Jennifer G. Ries

SUBSCRIBED AND SWORN to before me this 12th day of March, 2018.



Notary Public

Appointment/Commission Expires:



CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing Testimony of Jennifer G. Ries in Support of the Settlement Agreement was sent via electronic mail, this 14th day of March, 2018, addressed to:

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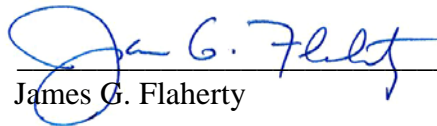
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