

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

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

**ANADARKO NATURAL GAS COMPANY’S RESPONSE
TO THE SWKIs’ PETITION FOR RECONSIDERATION**

Anadarko Natural Gas Company, LLC (“Anadarko”) submits the following Response to the Petition for Reconsideration of the Commission’s Order of November 7, 2024, filed by SWKI-Seward West Central, Inc. (“SWKI-SWC”) and SWKI-Stevens Southeast (“SWKI-SSE”) (collectively the “SWKIs”) on November 22, 2024.

I. SUMMARY

The Kansas Court of Appeals returned this matter to the KCC with the following mandate:

“On remand, we order the Commission to address the [first] panel’s second direction [to hold a hearing] under the Commission’s inherent authority to regulate under K.S.A. 66-101. If it determines a remedy is appropriate the Commission should apply the time value of money. However, we again emphasize that the Commission is not required to order a remedy. Nevertheless, the Commission must exercise its discretionary authority to determine whether the SWKIs are entitled to a remedy.”¹

The Kansas Corporation Commission (“KCC” or “Commission”) therefore conducted a hearing to address the sole remaining issue framed by the SWKIs’ Complaint, namely:

“ . . . whether a natural gas provider charging a higher gas price and higher delivery charge to a customer than it charges to one of its affiliates is unfair, unjust, unreasonable, or unjustly discriminatory or unduly preferential.”²

¹ *SWKI-SWC v. KCC*, 2022 WL 1052231 at * 12; Exhibit A-42.

² Order Denying Complaint (11/07/24) at 1. (All named pleadings refer to this docket unless otherwise noted.)

With that brief statement, the Commission identified the only issue that the SWKIs must address in support of their Reconsideration Petition. In articulating its findings of fact appropriate to resolution of the issue, the Commission noted that it was fulfilling the mandate of the Court of Appeals “to determine whether the SWKIs are entitled to a remedy for Anadarko’s failure to register the gas service agreements **because** a claim of illegal rates for failing to register the contracts is equivalent to a claim that the rates were unreasonable, unfair, or unjust.”³ While the SWKIs’ repetitive allegations that the Anadarko rates were “unfiled and unapproved” are inaccurate, the KCC faithfully followed the appellate mandate and conducted a hearing to review Anadarko’s Gas Service Agreements. After consideration of the supporting briefs, evidence, and testimony at the hearing, the KCC determined Anadarko’s rates were not unfair, unjust, unreasonable, unjustly discriminatory or unduly preferential. Further, the Commission determined that the SWKI gas service agreements were well within the “zone of reasonableness” to permit approval. Thus, no remedy was necessary or appropriate.

In so doing, the KCC remained within the mandate of the Kansas Court of Appeals panel which instructed, “**we stress that a remedy is not required, and the discretion on whether to grant a remedy to the SWKIs remains with the commission.**”⁴ The SWKIs had argued that the filed rate doctrine required a remedy which included the refund of any unreasonable rate. But no such unreasonable rate was found because both the 1998 and 2002 SWKI Gas Service Agreements (hereinafter “GSAs”) were reasonable. Under the facts presented, the filed rate doctrine was not applicable. No variance from a filed rate occurred. Thus, no remedy was appropriate and no remedy would be issued. The Commission’s determination, which fully complied with the mandate of the Court of Appeals, was predicated upon a very substantial body of evidence

³ *SWKI-SWC v. KCC*, 2022 WL 1052231 at * 8; Exhibit A-42. (Emphasis supplied.)

⁴ *Id.* at * 8; Exhibit A-42 (Emphasis supplied.)

submitted over the 10 pending years of case activity. That body of evidence unequivocally established that the SWKI GSAs were well within the “zone of reasonableness” of KCC approved contracts throughout southwest Kansas.

II. THE SWKIs’ RECONSIDERATION ARGUMENTS ARE BASED UPON A FALSE PREMISE

1. At paragraph 9 of their Petition for Reconsideration, the SWKIs state that “the Commission found that the GSAs were either not timely filed for approval by the Commission or not filed for approval at all.”⁵ Thereafter, for the next twenty pages, the SWKIs falsely refer to the SWKI GSA rates⁶ as “the unfiled and unapproved rates.” That characterization with slight variances appears more than twenty times within the SWKIs’ Petition for Reconsideration. The characterization is as inaccurate and untrue on the twentieth time repeated as it is on the first. Equally important, the inaccurate characterization ignores the issue mandated for Commission review – was the rate a reasonable rate?

2. The SWKIs commenced this proceeding in 2014 by alleging the SWKI contracts were unfiled and unapproved. Subsequent facts proved otherwise. The procedure, format and pricing terms of the SWKI agreements were clearly filed and approved (through the SWKI-SSE GSA at Exhibit A-1) years before any natural gas was ever purchased by the SWKIs from Anadarko pursuant to the contracts.

3. On May 19, 2000, the KCC issued an Order and Certificate in Docket No. 00-ANGG-218-COC (“218 Order”). The 218 Order required all Anadarko customer specific contracts to be filed for approval by the KCC. That Order authorized Anadarko to provide natural gas service

⁵ Petition for Reconsideration (11/15/24) at ¶ 9. Note, however, that the Commission’s “not timely filed” determination was based upon the SWKI-SSE GSA being filed on its effective date rather than 30 days before as required by K.S.A. 66-117(a). Order on Contract Status (08/06/19) at ¶¶ 15 & 17. Exhibit A-35.

⁶ Exhibits A-1 & A-6.

pursuant to customer-specific private contracts, such as those enjoyed by the SWKIs.⁷ The file-stamp on the SWKI-SSE agreement, presents a filing date of August 16, 2000, which reflects Anadarko's filing in accordance with the 218 Order.

4. The initial GSA between Anadarko and SWKI-SSE (Exhibit A-1) clearly reflects the file-stamped signature of Jeffrey S. Wagaman reflecting filing at the Kansas Corporation Commission on August 16, 2000. In the Commission's Order on Contract Status, filed 08/06/19 the KCC stated:

On January 11, 2019, Anadarko filed its Brief on Contract Filing, explaining that Staff located an official Commission file-stamped copy of the 1998 GSA signed by the Commission's then Executive Director, Jeffrey S. Wagaman, and claims that official copy conclusively demonstrates the 1998 GSA was received by the Commission. Furthermore, Anadarko stated since the 1998 GSA was never suspended or rejected by the Commission, it was effectively approved.⁸

5. In that same Order, the Commission reasoned that because "the SWKIs acknowledged that documents are 'deemed to be officially received by the commission, when actually delivered at the office of the executive director,' . . . **the SWKI's claim that the 1998 GSA was not filed for approval fails.**"⁹

6. Observing that, by its terms, the SWKI-SSE GSA was effective on the date entered, July 1, 1998, the Commission did note that the filing was "untimely" in that K.S.A. 66-117(a) required filing of a proposed GSA at least 30 days before its effective date.¹⁰ That said, no natural gas ever was sold by Anadarko to SWKI-SSE prior to July of 2004.¹¹ K.S.A. 66-117(a) further provides that 30 days after filing, GSAs may be deemed approved if no further KCC action is

⁷ Order and Certificate, Docket No. 00-ANGG-218-COC (05/19/00).

⁸ Exhibit A-35 at ¶ 10. The conclusion is predicated upon K.S.A. 66-117(c) and upon *Citizens' Utility Ratepayer Board v. State Corp. Comm'n. of State of Kansas*, 28 Kan. App. 2d, 313, 321, 16 P. 3d 319, 326 (2000)

⁹ Order on Contract Status (08/06/19) at ¶ 14; Exhibit A-35.

¹⁰ *Id.* at ¶ 15.

¹¹ Claar Pre-Filed Testimony, Spreadsheet of Purchases; Escue Pre-Filed Testimony at p. 6.

taken. Thus, the SWKI-SSE GSA **was filed and was approved** three years before Anadarko's first natural gas sale pursuant to a SWKI agreement.

7. The pricing and delivery terms of the SWKI-SWC GSA¹² were absolutely identical to those of the SWKI-SSE GSA.¹³ The rates and delivery terms of both GSAs had been filed and approved by the KCC three years before the first Anadarko natural gas purchase by the SWKIs, even if no copy of the identical file stamped SWKI-SWC agreement was ever found. Thus, the SWKIs' incessant references to the rates as "unfiled and unapproved" are as inaccurate as they are relentless.

8. In its prior ruling on the SWKIs' present Complaint, the KCC specifically stated that the SWKIs did not allege – and in fact explicitly denied – that the freely negotiated rates contained within the 1998 and 2002 Agreements were in any way unfair, unjust, unreasonable, unjustly discriminatory, or unduly preferential.¹⁴ Although a SWKI-SWC agreement¹⁵ was never located at the KCC with a file stamp similar to that of the SWKI-SSE agreement,¹⁶ the KCC observed and reiterated the statement of the Court of Appeals that "[t]he SWKIs have no basis to complain that they are harmed by paying for the gas they accepted from Anadarko and its related companies over the years simply because of poor record-keeping by the Commission or ineffective management at Anadarko resulting in missing filings."¹⁷

9. However, any allocation of fault for the missing file-stamped copy of the SWKI-SWC GSA is entirely irrelevant. All Anadarko's existing natural gas agreements with local entities

¹² Exhibit A-6.

¹³ Exhibit A-1, Exhibit A-3; Pre-Filed Testimony of Chuck Johnson at pp. 10-11.

¹⁴ Order granting Anadarko Natural Gas Company's Motion to Dismiss (01/15/15) at ¶ 14; Exhibit A-27.

¹⁵ Exhibit A-6.

¹⁶ Order on Contract Status (08/06/19) at ¶ 12; Exhibit A-35.

¹⁷ Order on Contract Status (08/06/19) at ¶ 18 (Exhibit A-35). *See also*, *SWKI-SWC v. KCC*, 2018 WL 385692 at *14. Exhibit A-31.

were to be filed in August 2000 pursuant to the 218 Order.¹⁸ The pricing and delivery provisions within the SWKI-SSE and SWKI-SWC agreements were absolutely identical. Each contract stated a price provision to be the greater of \$1.50 per MMBtu or the Panhandle Eastern Pipe Line Company (hereinafter “PEPL”) index price plus \$0.50 per MMBtu. Even if the file-stamped SWKI-SWC could not be found, all terms within that agreement were filed and approved through the SWKI-SSE agreement three years before any natural gas was sold by Anadarko to either SWKI entity.

III. THE KCC PROPERLY COMPLIED WITH THE MANDATE OF THE COURT OF APPEALS

10. This Commission observed that the Kansas Court of Appeals directed that it “determine whether the SWKIs are entitled to a remedy for Anadarko’s failure to register the Gas Service Agreements keeping in mind the prior panel’s holding that a claim of illegal rates for failing to register the contract is equivalent to a claim the rates were unreasonable, unfair, or unjust. However, **we stress that a remedy is not required, and the discretion on whether to grant a remedy to the SWKIs remains with the Commission.**”¹⁹

11. While K.S.A. 1,205(a) would appear to deem any KCC rate investigation or hearing to be discretionary,²⁰ this Commission nevertheless conducted a hearing and investigation pursuant to that mandate of the Court of Appeals. The briefing presentations and hearing testimony in support of the parties’ positions overwhelmingly supported the KCC’s earlier determinations that the SWKI GSAs were fair, just and reasonable.

¹⁸ Order and Certificate (05/19/00), Docket No. 00-ANGG-218-COC at ¶ 8(a).

¹⁹ *SWKI-SWC v. KCC*, 2022 WL 1052231 at * 8. (Emphasis supplied.) Exhibit A-42.

²⁰ K.S.A. 1,205(a), which governs a “natural gas public utility,” states that upon receiving a complaint, the commission “. . . **may proceed** with or without notice to make such investigation as it deems necessary” Conversely, K.S.A. 66-154a, which governs a “common carrier,” requires upon receiving a written complaint that the commission “. . . **shall investigate** said complaint.” (Emphasis supplied.)

12. The SWKIs did not take service from Anadarko until at least 2004. Instead, and despite the sole supplier requirements of the SWKI GSAs, the SWKIs purchased natural gas from Exxon/Mobil and Duke Energy.²¹

13. During the entire decade in which the SWKI agreements were in effect, Anadarko and the SWKIs performed all other obligations of the contracts. There were no complaints rendered by any entity regarding contract compliance.²²

14. Anadarko's briefs clearly establish that the \$.50 MMBtu rate that the SWKI GSAs paid to Anadarko was lower than any other competing pricing mechanism in the decade or more that Anadarko provided deliveries. The evidence established that upon transfer of Anadarko's Hugoton Residue Delivery System ("HRDS") pipeline to Black Hills in 2013-2014, the SWKIs were required to pay a 40% higher price for natural gas to Black Hills.²³ In fact, the SWKIs intervention in Docket No. 13-BHCG-509-ACG was solely and exclusively motivated to preserve the Anadarko pricing, due to the nearly 40% increase the SWKIs would then pay for natural gas provided by Black Hills.²⁴

15. Moreover, Anadarko's rates to the SWKIs were also well below the rates being charged by Kansas Gas Service, Midwest Energy, and Atmos.²⁵ The KCC Staff observed that "Anadarko's current contract rates are substantially lower than any of the currently established Commission rates."²⁶

16. Soon after the Black Hills sale, the SWKIs joined other southwest Kansas irrigation non-profit utilities to form Freedom Pipeline for natural gas delivery service. The rates the SWKIs

²¹ Escue Pre-Filed Testimony at p. 6; Duke NGAs at Exhibits A-46 and A-47.

²² Johnson Pre-Filed Testimony at p. 10.

²³ Pre-Hearing Brief of Anadarko, 04/18/23, at ¶ 4.

²⁴ Id. at ¶ 37.

²⁵ Exhibit A-14 at 10 (Ex. JSB-2)

²⁶ Staff's Supplemental Report and Recommendation (08/08/13) at p. 4; Exhibit A-14.

then paid to Freedom Pipeline, which the SWKIs now owned, were \$0.85 per MMBtu plus \$350 per meter.²⁷ The Freedom Pipeline rate was more than 70% per MMBtu and more than 700% per meter than the SWKIs paid to Anadarko for natural gas three years earlier.

17. Anadarko provided the Commission with Anadarko's KCC approved contracts for all of its regional customers.²⁸ Those contracts reflected that the vast majority of Anadarko customers were paying PEPL Index plus \$.75 per MMBtu with a \$50 meter fee for natural gas deliveries.²⁹ Of the more than one hundred active Anadarko customer contracts approved by the KCC, less than a handful reflected rates lower than those enjoyed by the SWKIs.

18. Thus, Anadarko provided the SWKIs with natural gas contract pricing less expensive than that available through Black Hills, Kansas Gas Service, Midwest Energy, Atmos, or Freedom Pipeline (owned by the SWKIs). The SWKI natural gas prices reflected rates lower than those enjoyed by the vast majority of Anadarko customers on KCC approved GSA rates.

19. No complaints were generated by the SWKIs during their more than a decade of Anadarko service for a good reason³⁰ – the SWKIs were paying virtually the lowest prices available through Anadarko or any other entity.

20. In response, the SWKIs' sole argument was that the SWKI agreements were unfair and discriminatory because Anadarko provided an affiliate (which had been assigned the task of energizing the generators used to compress and transport gas in the operation in the HRDS line) with natural gas at the PEPL Index plus \$.10 per MMBtu. Anadarko's evidence, provided through Charles Johnson,³¹ established that customer prices were determined by (1) load profile, (2) market

²⁷ Docket No. 23-FRPG-461-CON (11/14/22) at pp. 3-4.

²⁸ Exhibit A-43.

²⁹ Id.

³⁰ Johnson Pre-Filed Testimony at p. 10.

³¹ Johnson Pre-Filed Testimony at pp. 3-7.

risk, (3) commodity price exposure, (4) pipeline penalty risk, and (5) credit worthiness.³² The purpose, methodology and reasoning in support of operating affiliate rates was different. Charles Johnson explained that Anadarko's policy, across Kansas and the United States, was to drop a supporting affiliate's operational energy expenses to the absolute cost basis (here, \$.10 per MMBtu),³³ rather than achieve any profit at that operational level. By undertaking that methodology, Anadarko could accurately identify all appropriate operational costs and expenses (without profits) before pricing natural gas to its unaffiliated customers.

21. The SWKIs could present no response or argument to that logic. Obviously, Anadarko could not continue operations if no profit was generated from its natural gas sales to all customers. Therefore, the SWKIs employed a different methodology. The SWKIs presented an expert witness, David Dittmore, to testify that an affiliate contract charge would be one factual means by which to address the reasonability of charges to non-affiliate customers.

22. Mr. Dittmore's testimony proved to be of limited utility to the SWKIs' position. Anadarko produced a true "affiliate contract" executed on the same day, July 1, 1998, that the SWKI-SSE GSA was executed. That "affiliate contract" with Anadarko Petroleum Corporation, which was unassociated with operational HRDS responsibilities, had the exact same pricing parameters as the SWKI agreements.³⁴ In other words, David Dittmore, the SWKIs' expert witness, effectively testified that Anadarko's affiliate charges to Anadarko Petroleum Corporation supported the reasonableness of the charges to the SWKIs.

23. All of this reinforced the earlier testimony of the SWKIs' expert in Docket No. 13-BHCG-509-ACQ. There, Christopher Pflaum, provided testimony under oath that Anadarko's

³² Id.

³³ Johnson Pre-Filed Testimony at p. 4.

³⁴ Anadarko GSA with Anadarko Petroleum Corporation (07/01/98); Exhibit A-5.

charges to the SWKI complainants were fair and reasonable in support of the SWKIs' unsuccessful attempt to retain the Anadarko rate structure.³⁵

III. KANSAS FILED RATE DOCTRINE IS NOT APPLICABLE TO THESE FACTS

24. The Kansas Court of Appeals' panels never held that the filed rate doctrine should be applied to the instant facts. The second panel observed that, "[t]he [first] panel did not specifically require the Commission to apply the filed rate doctrine . . ."³⁶ So too, the second appellate panel did not require or mandate that the filed rate doctrine to be applied to these facts.³⁷ Both appellate panels recognized that "[t]his case presented the unique question of whether the filed rate doctrine applied when there was no filed rate."³⁸

25. The SWKIs' support their filed rate position with odd and limited compendia of FERC and lower court decisions from other jurisdictions. Those decisions are fact intensive, unique and completely unlike anything before this Commission. The Commission properly determined that the cases had no bearing on Kansas law or these facts.

26. Indeed, the Kansas Court of Appeal decisions were accurate in stating that Kansas has never applied the filed rate doctrine to allegations that no filed rate existed. Kansas filed rate doctrine decisions have only addressed customer or utility attempts to vary utility rates from filed tariff schedules approved by the KCC.³⁹

27. The SWKI agreements are individually negotiated, executed, filed and approved agreements. They are not filed tariff rate schedules to be followed by all customers within a

³⁵ Docket No. 13-BHCG-509-ACQ, Hearing Transcript, pp. 280-281 (9/6/13) Exhibit A-41.

³⁶ *SWKI-SWC v. KCC*, 2022 WL 1052231 (2022) at * 11, citing 2018 WL 385692 at * 13; Exhibit A-42, citing Exhibit A-31.

³⁷ *Id.*

³⁸ *Id.* at * 11.

³⁹ *Grinsted Products, Inc. v. KCC*, 262 Kan. 294 (1997) (attempted tariff schedule variance denied); *Sunflower Pipeline Co. v. State Corp. Comm'n*, 5 Kan. App. 2d 715 (1981) (attempted tariff schedule variance denied); *Sunflower Pipeline Co. v. KCC*, 3 Kan. App. 2d 683 (1979) (attempted tariff schedule variance denied).

specified class. Thus, imposition of the filed rate doctrine serves no purpose. Hence, the Kansas Court of Appeals approved the United States Supreme Court statement that, “[i]n order for the filed rate doctrine to serve its purpose, therefore, it need pre-empt only those suits that seek to alter the terms and conditions provided for in the tariff.”⁴⁰ This is why the Commission specifically held that the appropriate remedy for any failure to file was a fine assessed against Anadarko, not a “retroactively reduced rate” to benefit the SWKIs.⁴¹

28. The Kansas Court of Appeals directly acknowledged that K.S.A. 66-109 codified the filed rate doctrine in Kansas.⁴² That statutory codification, which replaces and supersedes Kansas common law⁴³ provides:

“No common carrier or public utility governed by the provisions of this act shall, **knowingly or willfully** charge, demand, collect or receive a greater or less compensation for the same class of service performed by it within the state . . . than is specified in the printed schedules or classifications . . .”⁴⁴

Clearly, the Kansas legislature restricted utilization of the filed rate doctrine to those instances where a common carrier varied from a scheduled tariff “**knowingly or willfully.**” And, “as a general rule, statutory law supersedes common law.”⁴⁵

29. Anadarko never varied the original gas sales prices in the SWKI-SWC or SWKI-SSE agreements. The original agreements were never modified in the decade in which Anadarko provided SWKI service – a decade in which neither Anadarko or the SWKIs had any complaint regarding service or price. There is absolutely no evidence indicating that any statutes, tariffs or

⁴⁰ *Heritage Tractor, Inc. v. Everest Kansas Central, Inc.*, 64 Kan. App. 2d 511, 539 (2024) [citing 524 U.S. at 229, 118 S.Ct. 1956].

⁴¹ Order Denying Petition for Reconsideration (09/19/19) at ¶ 11; Exhibit A-36.

⁴² *SWKI-SWC v. KCC*, 2022 WL 1052231 at * 10.

⁴³ *State v. Treaster*, 2023 WL 4675759 at * 9 (citing *Stanley v. Sullivan*, 300 Kan. 1015, 1018 (2014)).

⁴⁴ K.S.A. 66-109. (Emphasis supplied.)

⁴⁵ *State v. Treaster*, 2023 WL 4675759, 532 P.3d 819 (2023) [citing *Stanley v. Sullivan*, 300 Kan. 1015, 1018, 336 P.3d 870 (2014)]; *see also* 2018 WL 385692 at * 7.

rates were in any way “**knowingly or willfully**” varied from agreements executed by Anadarko and the SWKIs, or varied from the rates filed or presumably filed and approved by the KCC.

30. Under such circumstances, there are no facts upon which to premise application of the filed rate doctrine. Application of the filed rate doctrine here, as advocated by the SWKIs, would only serve to *retroactively* substitute a new rate which is prohibited.⁴⁶ If an Order on Reconsideration is generated by the Commission, Anadarko suggests that the order should clearly address this issue to state that the KCC has determined that under the circumstances presented in the briefs, testimony, and oral arguments of the parties, the Kansas filed rate doctrine should not apply. And, even if it could somehow be deemed to apply, there would still be no damages upon which to predicate a remedy.

V. CONCLUSION

The Kansas Court of Appeals returned this matter to the KCC with the following mandate:

“On remand, we order the Commission to address the [first] panel’s second direction [to hold a hearing] under the Commission’s inherent authority to regulate under K.S.A. 66-101. If it determines a remedy is appropriate the Commission should apply the time value of money. However, we again emphasize that the Commission is not required to order a remedy. Nevertheless, the Commission must exercise its discretionary authority to determine whether the SWKIs are entitled to a remedy.”⁴⁷

After a full and complete schedule of briefing and a hearing, the Commission determined that no damages were generated in the decade long interaction between Anadarko and the SWKIs on the natural gas contracts. The SWKI agreement terms had been filed and approved long before service was provided. The Anadarko rates were reasonable, in fact less than any other KCC approved rates

⁴⁶ *SWKI-SWC v. KCC*, 2022 WL 1052231 at * 10 (Exhibit A-42) and *SWKI-SWC v. KCC*, 2018 WL 385692 at * 9 (Exhibit A-31).

⁴⁷ *SWKI-SWC v. KCC*, 2022 WL 1052231 at * 12; Exhibit A-42.

of servicing public utilities. The Commission properly determined, in the exercise of its discretionary authority, that the SWKIs were not entitled to a remedy.

The facts and information presented to the KCC eroded any support for the SWKIs allegation that the Anadarko Natural Gas agreement rates were “unfiled and unapproved.” That said, the Commission should also state that upon the facts presented in its most recent Order, it would not and need not use its discretionary authority to address or apply the filed rate doctrine in any manner. The Kansas filed rate doctrine is simply not applicable to the facts before the Commission. Whether addressing the SWKIs’ requests under the filed rate doctrine or under their argument of unfair affiliate pricing, no damages occurred. All prices paid by the SWKIs were within the “zone of reasonableness.” The filed rate doctrine of Kansas has only governed utility variances from filed rate schedules applicable to customer classes. The doctrine has not and should not govern individually negotiated contracts. Thus, any Order Upon Reconsideration should confirm that the SWKIs were unharmed by any of the acts for which they complain and no remedy is appropriate, independent of any filed rate doctrine arguments or analysis.

Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing was served by electronic mail on the 2nd day of December 2024, addressed to:

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