

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

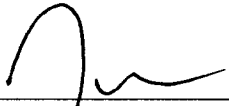
Before Commissioners: Pat Apple, Chairman
Shari Feist Albrecht
Jay Scott Emler

In the matter of a Compliance Agreement)	Docket No.: 17-CONS-3645-CMSC
between Jim Snyder, Inc. (Operator) and)	
Commission Staff regarding bringing the)	CONSERVATION DIVISION
subject wells in Butler County into compliance)	
with K.A.R. 82-3-111.)	License No.: 35164

**MOTION FOR THE COMMISSION TO ADOPT
A COMPLIANCE AGREEMENT**

Commission Staff moves for the Commission to adopt and approve the attached Compliance Agreement, which has been signed by both parties. Staff believes the Compliance Agreement represents an appropriate manner of resolving the issues described therein.

Respectfully submitted,



Joshua D. Wright, #24118
Litigation Counsel
Kansas Corporation Commission
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COMPLIANCE AGREEMENT

This Agreement is between Jim Snyder, Inc. ("Operator") (License #35164) and Commission Staff ("Staff"). If the Commission does not approve this Agreement by a signed order, this Agreement shall not be binding on either party.

A. Background

1. Operator is responsible for the following wells ("the subject wells"):

a.	Drumm #1	API #15-015-20909
b.	Drumm #2	API #15-015-21143
c.	Drumm #4	API #15-015-21593
d.	Drumm #11	API #15-015-20642
e.	Drumm #12	API #15-015-20773
f.	Drumm #15	API #15-015-20818
g.	Drumm #17	API #15-015-20907
h.	Drumm #18	API #15-015-20956
i.	Drumm #19	API #15-015-21031
j.	Drumm #23	API #15-015-21530
k.	Drumm #24	API #15-015-21787
l.	Drumm #27	API #15-015-22365
m.	Drumm Institute #7	API #15-015-20320
n.	Drumm Institute #14	API #15-015-20415
o.	Drumm Institute #20	API #15-015-20623
p.	Drumm Institute #24	API #15-015-21872
q.	Drumm Institute #25	API #15-015-22315
r.	Saco-Drumm #3	API #15-015-21640
s.	Saco-Drumm #4	API #15-015-21869
t.	Saco-Drumm #5	API #15-015-22310

2. The subject wells are out of compliance with K.A.R. 82-3-111. Operator has asked for an agreement to avoid penalties while Operator works to plug the wells, return them to service, or obtain temporary abandonment status for them. Staff is supportive of an agreement.

B. Terms of Compliance Agreement

3. By July 31, 2017, Operator shall plug, return to service, or obtain temporary abandonment status for 3 of the subject wells. Operator shall plug, return to service, or obtain temporary abandonment status for an additional 2 subject wells within each three calendar months thereafter, resulting in all wells being returned to compliance by October 31, 2019.

4. If Operator fails to comply with any deadline described in Paragraph 3, then Operator shall be assessed a \$1,000 penalty for each missed deadline. If any of the subject wells are not in compliance with K.A.R. 82-3-111 by being plugged, returned to service, or having

temporary abandonment status, by December 31, 2019, then Operator shall be assessed an additional \$2,500 penalty, and Staff may plug the wells and assess the costs to Operator.

5. If Operator fails to comply with any of the above paragraphs, or if penalties or costs are owed, then Staff shall suspend Operator's license until compliance is obtained and the penalties or costs are paid. If Staff suspends Operator's license, then Staff shall send its standard notice of license suspension letter to Operator. If Staff finds Operator conducting oil and gas operations after 10 days from the date of a notice of license suspension letter, and Operator's license is still suspended, then Staff is authorized to seal all of Operator's oil and gas operations and to assess an additional \$5,000 penalty.

6. Operator agrees to waive its right to appeal the Commission's Order approving this Agreement, any penalties or costs assessed under this Agreement, and any suspension of Operator's license implemented by Staff due to Operator's failure to comply with this Agreement. The terms of this Agreement shall remain binding upon Operator even if its interests in the subject wells are conveyed. However, any subject well transferred to another operator and then brought into compliance with K.A.R. 82-3-111 shall no longer be the responsibility of Operator under this Agreement, and shall count towards Operator meeting its compliance obligations under this Agreement.

7. Except as described by this Agreement, Staff will not pursue Operator for any violation of K.A.R. 82-3-111 at the subject wells that occurred or occurs prior to December 31, 2019, except for wells brought into compliance after Commission approval of this Agreement that again fall out of compliance that remain on Operator's license.

8. If Staff discovers additional wells, not listed on Operator's well inventory, on leases where wells subject to this Agreement are currently located, then at its discretion, Staff may add the additional wells to this Agreement. If Staff does so, Staff must file a statement to that effect in the Commission docket that will be created for this matter, also stating that Operator is not opposed to the addition of the wells. The addition of wells will not change the number of wells to be brought into compliance each calendar quarter, but may extend the final compliance deadline.

Commission Staff

Jim Snyder, Inc.

By: Joshua D. Wright

By: Linda Snyder

Printed Name: Joshua D. Wright

Printed Name: LINDA Snyder

Title: Litigation Counsel

Title: Manager

Date: 5-3-17

Date: 5-2-17

CERTIFICATE OF SERVICE

I certify that on 5/3/17, I caused a complete and accurate copy of this Motion to be served via United States mail, with the postage prepaid and properly addressed to the following:

Linda Snyder
Jim Snyder, Inc.
PO Box 109
Hamilton, Kansas 66853-0109

and delivered by e-mail to:

Dan Fox
KCC District #2

Joshua D. Wright, Litigation Counsel
KCC Central office

Jonathan Myers
KCC Central Office

/s/ Paula J. Murray
Paula J. Murray
Legal Assistant
Kansas Corporation Commission