

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

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

**JOINT MOTION FOR APPROVAL
OF STIPULATED SETTLEMENT AGREEMENT**

COME NOW, the Staff (“Staff”) of the State Corporation Commission (“Commission” or “KCC”) of the State of Kansas, Anadarko Natural Gas Company (“ANGC”), and Anadarko Energy Services Company (“AESC”) to file this Joint Motion requesting the Commission issue an Order accepting the attached Stipulated Settlement Agreement. In support of their Motion, Staff, ANGC, and AESC state as follows:

1. Pursuant to K.A.R. 82-1-216(b), notice of this motion has been provided to SWKI-Seward West Central, Inc., SWKI-Stevens Southeast, Inc., and all customers currently served by ANGC on the Hugoton Residue Delivery System.

2. On February 1, 2013, Anadarko Natural Gas Company (“ANGC”) and Black Hills/Kansas Gas Utility Company, LLC d/b/a Black Hills Energy (“Black Hills”) filed a Joint Application with the Commission. The Joint Application sought the transfer of ANGC’s limited customer-specific certificates of convenience and necessity to Black Hills, which holds certificates of convenience and necessity as a natural gas public utility and serves customers in 36 Kansas counties, including the counties in which ANGC’s certificated customers were located. In the Joint Application, ANGC and Black Hills requested an Order approving the transfer to Black Hills of ANGC’s limited customer-specific certificates of convenience and necessity [Docket No. 00-ANGG-218-COC, Order and Certificate, May 19, 2000] with respect to ANGC’s Kansas natural gas utility operations.¹

¹ Order Approving Joint Application, Docket No. 13-BHCG-509-ACQ, October 3, 2013, at 1.

3. The Commission approved the Joint Application submitted by ANGC and Black Hills in Docket No. 13-BHCG-509-ACQ on October 3, 2013.

4. The Commission's Order Approving Joint Application filed in KCC Docket No. 13-BHCG-509-ACQ, determined that:

'the proposed transaction will affect service to seven natural gas customers of ANGC by transferring these accounts to [Black Hills]. Staff also explains that Anadarko only holds a 'customer specific Certificate,' and current customers are served on a contract basis. In other words, the contractual relationship between Anadarko and its customers is not a traditional, cost-of-service regulated utility with Commission-approved statewide tariff rates.²

5. The Commission's Order Approving Joint Application in Docket No. 13-BHCG-509-ACQ stated that the "Commission recognizes SWKI's ongoing Complaint filed against Anadarko in Docket No. 14-ANGG-119-COM. The Commission retains jurisdiction over Anadarko and the referenced Complaint proceedings. Nothing in this Order shall be construed as a relinquishment of such jurisdiction."³

6. On November 26, 2013, the Staff filed its Report and Recommendation ("R&R") in the above entitled Docket. In its R&R, Staff alleged, in part, that AESC operated as a public utility in the state of Kansas, during the period of 1998 through 2013, without a requisite Certificate of Convenience issued by the Commission. Staff's R&R recommended a civil penalty in the amount of \$55,000 for a violation of K.S.A. 66-131.

7. Staff's R&R further alleged a violation of the Limited Certificate issued to Anadarko Natural Gas Company in KCC Docket No. 00-ANGG-218-COC, dated May 19, 2000, to wit: a failure to file a Gas Sales Agreement dated June 1, 2002, between ANGC and

² Order Approving Joint Application, Docket No. 13-BHCG-509-ACQ, October 3, 2013, at 4.

³ Order Approving Joint Application, Docket No. 13-BHCG-509-ACQ, October 3, 2013, at 26.

SWKI-Seward West Central, Inc., for the period 2002 through 2013. Staff recommended a civil penalty in the amount of \$41,100 for a violation of K.S.A. 66-115.

8. ANGC and AESC deny each and every violation alleged in the Staff's R&R.

9. In its R&R filed in the above entitled Docket, Staff found that the SWKI contracts in question:

- Were signed by each party to the contract;
- Until the subject complaint was filed, no complaint regarding services provided by an Anadarko company has been received from the NPUs; and
- The contracts allow for either party to terminate the agreement within 30 days of giving notice. The failure of the NPUs over the last 19 years for SWKI-SWC and for the last 11 years for SWKI-SE indicates their agreement to the terms of their respective contracts.⁴

10. The AESC Agreement with SWKI-SE was admitted into evidence (ANGC Hearing Exhibit 8) at the Evidentiary Hearing in Docket No.13-BHCG-509-ACQ. ANGC contends that the 1998 AESC Gas Sales Agreement with SWKI-SE was submitted for filing by correspondence to the Commission dated August 3, 2000.⁵ The ANGC Agreement with SWKI-SWC was admitted into evidence (ANGC Hearing Exhibit 11) at the Evidentiary Hearing in Docket No.13-BHCG-509-ACQ. ANGC contends that the 2002 Gas Sales Agreement between ANGC and SWKI-SWC was filed with the Commission.⁶

11. The parties met informally to discuss settlement of issues and were able to reach

⁴ Staff Report and Recommendation, Docket No. 14-ANGG-119-COM, at 1-2.

⁵ See Reply of Anadarko Natural Gas Company to the Response of SWKI-Seward West Central, Inc. and SWKI Stevens South East, Inc. to Anadarko's Motion to Dismiss and Answer to Complaint, Docket No. 14-ANGG-119-COM, Exhibit A.

⁶ See Reply of Anadarko Natural Gas Company to the Response of SWKI-Seward West Central, Inc. and SWKI Stevens South East, Inc. to Anadarko's Motion to Dismiss and Answer to Complaint, Docket No. 14-ANGG-119-COM; Anadarko Natural Gas Company's Motion to Dismiss and Answer to Complaint, Docket No. 14-ANGG-119-COM.

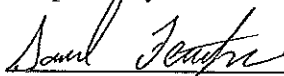
an agreement. The Stipulated Settlement Agreement is attached hereto as Attachment "A" and is hereby incorporated by reference. This Agreement resolves all issues raised in this proceeding between Staff, ANGC, and AESC. The parties believe that the Agreement represents a reasonable and fair resolution of this matter and jointly request that the Commission approve the Agreement.

12. Additionally, the parties have attached a draft order for the Commission's approval. See Attachment "B".

13. Should the Commission accept the specific terms of this Agreement in their entirety, the parties waive their respective rights to (i) cross-examine each other's witnesses regarding the Stipulated Settlement Agreement, (ii) request reconsideration of the Commission order approving the Stipulated Settlement Agreement, and (iii) seek judicial review of the order.

WHEREFORE, for the reasons set forth herein, Staff, ANGC, and AESC request this Joint Motion be granted, and that the Stipulated Settlement Agreement be approved.

Respectfully Submitted,



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ATTORNEYS FOR ANADARKO NATURAL GAS
COMPANY AND ANADARKO ENERGY
SERVICES COMPANY

Attachment "A"

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

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

STIPULATED SETTLEMENT AGREEMENT

This Stipulated Settlement Agreement is entered into by and between the Commission Staff ("Staff") of the Corporation Commission of the State of Kansas ("KCC" or "Commission"), Anadarko Natural Gas Company ("ANGC"), and Anadarko Energy Services Company ("AESC").¹

I. BACKGROUND

1. On November 26, 2013, Staff filed its Report and Recommendation ("R&R") in the above entitled Docket. In its R&R, Staff alleged, in part, that AESC operated as a public utility in the state of Kansas, during the period 1998 through 2013, without a requisite Certificate of Convenience issued by the Commission. Staff recommended a civil penalty against AESC in the amount of \$55,000, for violation of K.S.A. 66-131.

2. Staff's R&R further alleged a violation of the Limited Certificate issued to Anadarko Natural Gas Company, in KCC Docket No. 00-ANGG-218-COC, dated May 19, 2000, to wit: a failure to file a Gas Sales Agreement dated June 1, 2002, between ANGC and SWKI-Seward West Central, Inc., for the period 2002 through 2013. Staff recommended a civil penalty against ANGC in the amount of \$41,100 for a violation of K.S.A. 66-115.

¹ AESC contends that it is not, and has at no time been, a public utility or any entity subject to the jurisdiction of the Commission. AESC does not own, control, operate or manage any pipelines in the state of Kansas and is not engaged in the general commercial supply of oil or natural gas in the state of Kansas. AESC makes a special and expressly limited appearance as a party to this Stipulated Settlement Agreement for the sole purpose of resolving any and all contended matters related to Chapter 66 of the Kansas Statutes Annotated that may be investigated, prosecuted, or brought by or on behalf of the State of Kansas or the KCC and specifically any contended, alleged violations and contended and alleged civil penalties that have been or may be alleged regarding the gathering system or public utility statutes of the State of Kansas, including but not limited to K.S.A. 66-131 and K.S.A. 66-138.

3. ANGC and AESC deny each and every violation alleged in Staff's R&R.

4. In its R&R, Staff found that the SWKI contracts in question:

- Were signed by each party to the contract;
- Until the subject complaint was filed, no complaint regarding services provided by an Anadarko company has been received from the NPUs; and
- The contracts allow for either party to terminate the agreement within 30 days of giving notice. The failure of the NPUs over the last 19 years for SWKI-SWC and for the last 11 years for SWKI-SE indicates their agreement to the terms of their respective contracts.

5. The parties met informally to discuss the allegations made in the Staff's R&R, specifically whether AESC was or could in any manner be subject to the jurisdiction of the Commission, and whether ANGC filed the 2002 Gas Sales Agreement between ANGC and SWKI-SWC.

II. TERMS OF THE STIPULATED SETTLEMENT AGREEMENT

6. In consideration of a joint payment by ANGC and AESC of \$50,000 ("Settlement Amount"), the parties agree as follows:

a. This Stipulated Settlement Agreement is in the public interest and will mitigate the costs and uncertainty inherent in litigation.

b. During the period of July 1, 1998, through November 1, 2013, ANGC and AESC have either: (a) submitted to the Commission any contracts for the sale of natural gas from the Hugoton Residue Delivery System ("HRDS")²; or (b) that any such contract(s) that were not submitted for filing to the Commission have been executed by

² See Reply of Anadarko Natural Gas Company to the Response of SWKI-Seward West Central, Inc. and SWKI-Stevens South East, Inc. to Anadarko's Motion to Dismiss and Answer to Complaint, Docket No. 14-ANGG-119-COM, Exhibit A

the contracting parties thereto, and performance thereunder has either been (i) in compliance with the terms of the applicable contracts, or (ii) performance under the contracts has taken place without complaint to the Commission, except as filed in the above entitled Docket on July 27, 2013. Staff agrees not to recommend or advocate any further penalty against ANGC and AESC for violations of public utilities statutes regarding the sale and/or transportation of natural gas in question, for the period July 1, 1998 through November 1, 2013, in any KCC Docket, state or federal court, or arbitration or mediation proceeding. Staff and ANGC agree that this provision is contingent upon ANGC filing with the Commission all currently effective ANGC customer specific contracts for the sale and/or transportation of natural gas on the HRDS within 60 days of the date of an Order approving this Stipulated Settlement Agreement.³ ANGC states that there are a total of four customer specific ANGC contracts for the sale and/or transportation of natural gas on the HRDS. ANGC agrees that these contracts are executed in its own name. ANGC does not admit that any or all of the four currently effective ANGC customer specific contracts are otherwise required to be filed with the Commission.

c. ANGC and AESC shall pay the Settlement Amount within 30 days of the date of an Order approving this Stipulated Settlement Agreement. The Settlement Amount shall be made payable to the Kansas Corporation Commission and either directed to the Fiscal Office, Kansas Corporation Commission, 1500 SW Arrowhead Road, Topeka, Kansas 66604-4027 or made by wire transfer to the State Treasurer's office in accordance with the policies of the KCC.

³ To the extent that the term of any currently effective ANGC contract is subject to an evergreen provision (i.e., is automatically renewed at the expiration of the then current term) ANGC is only required to file the initial contract. ANGC is not required to refile a contract for Commission approval solely upon renewal under an evergreen provision.

d. ANG and AESC's payment of the Settlement Amount and this Stipulated Settlement Agreement are not an admission of any liability under or violation of the Kansas Public Utility Act or any federal, state, or local law or regulation on the part of ANG and AESC, and that ANG and AESC expressly deny any and all violations. ANG and AESC specifically deny that either ANG or AESC owes or is responsible in any manner to pay any refunds, credits, or other financial considerations to any purchasers of natural gas from AESC and ANG for the period July 1, 1998, through November 1, 2013.

e. ANG and AESC understand that failure to pay the Settlement Amount could result in a default order pursuant to K.S.A. 77-520, in the suspension of their authority without further notice, and that the Commission could submit the matter for judicial enforcement or enforcement through the Kansas Attorney General's Office.

III. RESERVATIONS

7. This Stipulated Settlement Agreement fully resolves issues specifically addressed in this document between the parties. The terms of this Stipulated Settlement Agreement constitute a fair and reasonable resolution of the issues addressed herein.

8. The terms and provisions of this Stipulated Settlement Agreement have resulted from negotiations between the signatories and are interdependent. In the event the Commission does not approve and adopt the terms of the Stipulated Settlement Agreement in total, any party has the option to terminate this Stipulated Settlement Agreement and, if so terminated, none of the signatories hereto shall be bound by, prejudiced, or in any way affected by any of the agreements or provisions hereof, unless otherwise provided herein.

9. Unless (and only to the extent) otherwise specified in this Stipulated Settlement Agreement, the signatories to this Stipulated Settlement Agreement shall not be prejudiced, bound

by, or affected in any way by the terms of the Stipulated Settlement Agreement: (1) in any future Commission or court proceeding; (2) in any proceeding currently pending under a separate docket; and/or (3) in this proceeding, if the Commission decides not to approve this Stipulated Settlement Agreement in total or in any way conditions its approval of the same. This paragraph is not meant to limit future enforcement of this agreement, should either party fail to fulfill all terms of the agreement.

10. Except as otherwise provided herein, this Stipulated Settlement Agreement does not prejudice or waive any party's legal rights, positions, claims, assertions or arguments in any remaining, non-settled portions of this docket, or any other proceeding before this Commission or in any court.

11. If the Commission accepts this Stipulated Settlement Agreement in its entirety and incorporates the same into its final order in this docket, the parties are bound by its terms and the Commission's order incorporating its terms as to all issues addressed herein, and will not appeal the Commission's order on those issues.

12. This Stipulated Settlement Agreement shall be binding on all parties upon signing.

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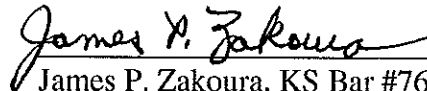
IN WITNESS WHERETO, the parties have executed and approved this Stipulated Settlement Agreement, effective by subscribing their signatures below.

Respectfully Submitted,



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ATTORNEYS FOR ANADARKO
NATURAL GAS COMPANY AND
ANADARKO ENERGY SERVICES
COMPANY

Attachment "B"

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

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West Central, Inc. and SWKI-Stevens Southeast,) Docket No. 14-ANGG-119-COM
Inc. Against Anadarko Natural Gas Company.)

ORDER APPROVING STIPULATED SETTLEMENT AGREEMENT

The above-captioned matter comes before the State Corporation Commission of the State of Kansas ("Commission" or "KCC") for consideration and decision. Having examined its files and records, and being duly advised in the premises, the Commission makes the following findings:

I. Background

1. On February 1, 2013, Anadarko Natural Gas Company ("ANGC") and Black Hills/Kansas Gas Utility Company, LLC d/b/a Black Hills Energy ("Black Hills") filed a Joint Application with the Commission. The Joint Application sought the transfer of ANGC's limited customer-specific certificates of convenience and necessity to Black Hills, which holds certificates of convenience and necessity as a natural gas public utility and serves customers in 36 Kansas counties, including the counties in which ANGC's certificated customers were located. In the Joint Application, ANGC and Black Hills requested an Order approving the transfer to Black Hills of ANGC's limited customer-specific certificates of convenience and necessity [Docket No. 00-ANGG-218-COC, Order and Certificate, May 19, 2000] with respect to ANGC's Kansas natural gas utility operations.¹

2. The Commission approved the Joint Application submitted by ANGC and Black Hills in Docket No. 13-BHCG-509-ACQ on October 3, 2013.

3. The Commission's Order Approving Joint Application filed in KCC Docket No. 13-BHCG-509-ACQ, determined that

¹ Order Approving Joint Application, Docket No. 13-BHCG-509-ACQ, October 3, 2013, at 1.

'the proposed transaction will affect service to seven natural gas customers of ANGC by transferring these accounts to [Black Hills].' Staff also explains that Anadarko only holds a 'customer specific Certificate,' and current customers are served on a contract basis. In other words, the contractual relationship between Anadarko and its customers is not a traditional cost-of-service regulated utility with Commission-approved statewide tariff rates.²

4. The Commission's Order Approving Joint Application in Docket No. 13-BHCG-509-ACQ stated that the "Commission recognizes SWKI's ongoing Complaint filed against Anadarko in Docket No. 14-ANGG-119-COM. The Commission retains jurisdiction over Anadarko and the referenced Complaint proceedings. Nothing in this Order shall be construed as a relinquishment of such jurisdiction."³

5. On November 26, 2013, Staff filed its Report and Recommendation ("R&R") in the above entitled Docket. In its R&R, Staff alleged, in part, that Anadarko Energy Services Company ("AESC") operated as a public utility in the state of Kansas, during the period of 1998 through 2013, without a requisite Certificate of Convenience issued by the Commission. Staff recommended a civil penalty in the amount of \$55,000 for a violation of K.S.A. 66-131.

6. Staff's R&R further alleged a violation of the Limited Certificate issued to ANGC, in KCC Docket No. 00-ANGG-218-COC, dated May 19, 2000, to wit: a failure to file a Gas Sales Agreement dated June 1, 2002, between ANGC and SWKI-Seward West Central, Inc., for the period 2002 through 2013. Staff recommended a civil penalty in the amount of \$41,100 for a violation of K.S.A. 66-115.

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³ Order Approving Joint Application, Docket No. 13-BHCG-509-ACQ, October 3, 2013, at 26.

8. In its R&R filed in the above entitled Docket, Staff found that the SWKI contracts in question:

- Were signed by each party to the contract;
- Until the subject complaint was filed, no complaint regarding services provided by an Anadarko company has been received from the NPUs; and
- The contracts allow for either party to terminate the agreement within 30 days of giving notice. The failure of the NPUs over the last 19 years for SWKI-SWC and for the last 11 years for SWKI-SE indicates their agreement to the terms of their respective contracts.⁴

9. The AESC Agreement with SWKI-SE was admitted into evidence (ANGC Hearing Exhibit 8) at the Evidentiary Hearing in Docket No.13-BHCG-509-ACQ. ANGC contends that the 1998 AESC Gas Sales Agreement with SWKI-SE was submitted for filing by correspondence to the Commission dated August 3, 2000.⁵ The ANGC Agreement with SWKI-SWC was admitted into evidence (ANGC Hearing Exhibit 11) at the Evidentiary Hearing in Docket No.13-BHCG-509-ACQ. ANGC contends that the 2002 Gas Sales Agreement between ANGC and SWKI-SWC was filed with the Commission.⁶

10. On January ____, 2014, Staff, ANGC, and AESC filed a Stipulated Settlement Agreement and Joint Motion for Approval of the Stipulated Settlement Agreement in this docket. In the Joint Motion, the parties stated they met informally to discuss the allegations made in Staff's R&R. During these discussions, the Staff, ANGC, and AESC reached a settlement of all

⁴ Staff Report and Recommendation, Docket No. 14-ANGG-119-COM, at 1-2.

⁵ See Reply of Anadarko Natural Gas Company to the Response of SWKI-Seward West Central, Inc. and SWKI Stevens South East, Inc. to Anadarko's Motion to Dismiss and Answer to Complaint, Docket No. 14-ANGG-119-COM, Exhibit A.

⁶ See Reply of Anadarko Natural Gas Company to the Response of SWKI-Seward West Central, Inc. and SWKI Stevens South East, Inc. to Anadarko's Motion to Dismiss and Answer to Complaint, Docket No. 14-ANGG-119-COM; Anadarko Natural Gas Company's Motion to Dismiss and Answer to Complaint, Docket No. 14-ANGG-119-COM.

issues. The parties concluded the agreement represents a reasonable and fair resolution of this matter and jointly request that the Commission approve the agreement.

II. Findings and Conclusions

11. Given the uncertainty inherent in litigation and the strong preference in the law for an amicable resolution of disputes, the Commission supports the settlement of issues. *Bright v. LSI Corp.*, 254 Kan. 853, 858, 869 P.2d 686 (1994); *Farmland Industries, Inc. v. Kansas Corporation Comm'n*, 24 Kan. App. 2d 172, 186-87, 943 P.2d 470, *rev. denied* 263 Kan. 885 (1997).

12. The Commission appreciates the parties' efforts to address the questions raised by Staff in this docket and to resolve their differences through settlement. Pursuant to K.A.R. 82-1-216(b), notice of this settlement has been provided to SWKI-Seward West Central, Inc., SWKI-Stevens Southeast, Inc., and all customers currently served by ANGC on the Hugoton Residue Delivery System . Thus, the Commission finds that the Stipulated Settlement Agreement is a reasonable resolution of issues raised by the parties and is in the public interest and concludes the stipulation and agreement should be adopted in its entirety.

IT IS, THEREFORE, BY THE COMMISSION ORDERED THAT:

A. The January ____, 2014 Stipulated Settlement Agreement filed in this docket is approved in its entirety.

B. The parties have fifteen days, plus three days if service of this order is by mail, from the date this order was served in which to petition the Commission for reconsideration of any issue or issues decided herein. K.S.A. 66-118b; K.S.A. 2006 Supp. 77-529(a)(1).

C. The Commission retains jurisdiction over the subject matter and parties for the purpose of entering such further order or orders, as it may deem necessary.

BY THE COMMISSION IT IS SO ORDERED.

Sievers, Chairman; Wright, Commissioner; Albrecht, Commissioner

Dated: _____

Kim Christiansen
Executive Director

CERTIFICATE OF SERVICE

14-ANGG-119-COM

I, the undersigned, hereby certify that a true and correct copy of the above and foregoing Joint Motion for Approval of Stipulated Settlement Agreement was served by electronic service on this 15th day of January, 2014, to the following parties who have waived receipt of follow-up hard copies.

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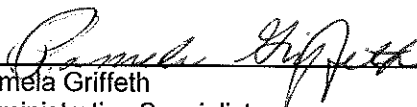
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