

BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS

IN THE MATTER OF THE APPLICATION]
OF KANSAS GAS SERVICE, A DIVISION OF]
ONE GAS, INC. FOR APPROVAL OF] KCC DOCKET NO. 23-KGSG-719-TAR
REVISIONS TO CERTAIN TARIFFS]
CONTROLLING TRANSPORTATION]
SERVICE.]

TESTIMONY IN SUPPORT OF SETTLEMENT AGREEMENT

JOSH FRANTZ

ON BEHALF OF

THE CITIZENS' UTILITY RATEPAYER BOARD

OCTOBER 27, 2023

1 **I. Statement of Qualifications**

2 **Q. Please state your name, employer, and business address.**

3 A. My name is Joshua (Josh) P. Frantz. I am employed by the Citizens' Utility Ratepayer
4 Board ("CURB") as a Senior Regulatory Analyst. My business address is 1500 SW
5 Arrowhead Road, Topeka, Kansas 66604.

6
7 **Q. Have you previously testified in this docket?**

8 A. Yes, I filed Cross-Answering Testimony in this docket on August 11, 2023. I outlined my
9 educational and professional background and qualifications in the Statement of
10 Qualifications section of that testimony.

11

12 **II. Summary of Testimony**

13 **Q. What is the purpose of your testimony?**

14 A. In this docket, Kansas Gas Service ("KGS") is requesting approval of revisions to certain
15 Transportation Service tariffs. My testimony supports the *Joint Motion for Approval of the*
16 *Settlement Agreement* and the unanimous *Settlement Agreement* ("Agreement"), filed
17 together on September 22, 2023.

18

19 **Q. Please summarize your position.**

20 A. I believe the Agreement satisfies the Commission's established criteria for approval of
21 unanimous settlement agreements; therefore, I recommend that the Commission approve

1 the Agreement.

2
3 **III. Background**

4 **Q. Please provide a brief description of the Company's Application.**

5 A. Between April and September 2022, KGS conducted four workshops to explore revising
6 its tariffs in accordance with lessons learned during Winter Storm Uri of February 2021
7 ("Uri"). As a direct result of those workshops, on March 31, 2023, KGS filed its
8 *Application for Approval of Revisions to Certain Tariffs Controlling Transportation*
9 *Service* ("Application").

10 In the Application, KGS requested several revisions to its Transportation Service
11 tariffs, including the following key provisions:

- 12 ▪ Revise definitions of key terms;
 - 13 ▪ Revise Cash Out Price calculation methodology;
 - 14 ▪ Revise and initiate sunset of Required Daily Quantity ("RDQ") Balancing;
 - 15 ▪ Limit penalties for Unauthorized Usage during a Critical Use Period ("CUP") or
16 Period of Curtailment ("POC");
 - 17 ▪ Require all new and existing Transportation Customers use Electronic Flow
18 Measurement ("EFM") equipment;
 - 19 ▪ Provide Transportation Customers two payment options for EFM equipment: lump
20 sum or installment.
- 21

22 **Q. Who are the Parties in this docket?**

23 A. The Parties are KGS, KCC Staff, and the following intervenors: CURB, Kansas Municipal
24 Gas Agency ("KMGA"); Symmetry Energy Solutions, LLC ("Symmetry"); Atmos Energy
25 Corp. ("Atmos"); WoodRiver Energy, LLC ("WoodRiver"); Freedom Pipeline, Inc.

1 ("Freedom"); Sunflower Electric Power Corp. ("Sunflower"); and Constellation New
2 Energy – Gas Division, LLC ("Constellation"). All Parties are Joint Movants to the
3 Agreement.

4
5 **Q. Does CURB represent Transportation Service ratepayers?**

6 A. No, CURB does not represent Transportation Service ratepayers. CURB represents
7 residential and small commercial utility ratepayer classes in matters before the KCC and
8 Kansas Legislature. The availability requirements of KGS's Transportation Service tariffs
9 prohibit residential participation and preclude individual small commercial participation;
10 the tariffs are only available to "nonresidential" customers and the minimum annual Mcf
11 delivery threshold for Transportation Service is higher than the maximum annual threshold
12 for General Sales Service Small.

13
14 **Q. What, then, is CURB's interest in this proceeding?**

15 A. CURB's interest in this proceeding is to minimize cross-subsidization of KGS's costs
16 attributable to Transportation Service from those customers to residential and small
17 commercial Sales Service customers.

18 Transportation Service is a voluntary and optional service for those customers who
19 qualify, whereas non-qualifying customers (i.e., residential) are only eligible for Sales
20 Service. Transportation Service customers can switch to Sales Service, if they so choose.
21 However, non-qualifying customers have no other option besides Sales Service, meaning

1 they cannot bypass costs that are shifted from Transportation Service to Sales Service.

2
3 **Q. How might the actions of KGS's Transportation Service customers shift costs to**
4 **KGS's Sales Service customers?**

5 A. KGS must ensure it maintains sufficient natural gas to serve its Sales Service customers
6 and maintain the system's operational integrity. Meanwhile, each Transportation Service
7 customer is required to balance monthly nominations (customer volumes to be delivered
8 to the KGS system) with deliveries (volumes delivered by KGS to the customer). Any
9 difference between nominations and deliveries results in an imbalance. Ideally,
10 Transportation Service customers would precisely provide natural gas to KGS according
11 to daily nominations, resulting in perfect balance between nominations and deliveries.
12 However, nominations only represent estimates of use and consumption, so consistent
13 perfect balancing is practically unachievable, hence KGS's tariffs provide a 5% imbalance
14 tolerance level before penalties are applied.

15 When Transportation Service customers put more gas onto KGS's system than they
16 use, KGS must incur fees to place the excess gas into storage. Conversely, when
17 Transportation Service customers use more gas than they supply to the system, KGS must
18 acquire additional volumes to keep the system in balance. KGS uses a combination of gas
19 suppliers and no-notice storage to balance its *entire* natural gas system. However, the costs
20 associated with no-notice storage are collected through the Cost of Gas Rider, which
21 Transportation Service customers do not pay.

1 Specifically pertaining to Uri, due to extreme market pricing and escalated penalty
2 assessments, there was a high risk of default from some Transportation Service customers.
3 Traceability issues (partially due to lack of EFM), among other concerns, meant the
4 calculation of Transportation Service's share of Uri costs was highly contentious.
5 Eventually, as part of settlement in Docket No. 21-KGSG-332-GIG ("Docket 21-332"),
6 certain penalty provisions were waived and the cost of gas assigned to Transportation
7 Service customers was negotiated. KGS's Uri-related costs attributable to Transportation
8 Service in excess of the amount recovered through the Negotiated Gas Cost Penalties were
9 shifted to Sales Service customers.

10
11 **Q. Have the Parties reached a settlement on this matter?**

12 A. Yes. On September 5, 2023, a settlement conference was held. All Parties participated in
13 the settlement conference. Settlement discussions continued through September 22, 2023.
14 A unanimous Agreement was reached and filed on September 22, 2023.

15
16 **Q. Please describe the key provisions of the Agreement.**

17 A. Although not an exhaustive summary, under the Agreement:

- 18 ▪ During Operational Flow Order ("OFO") or POC of Over-Deliveries with a Price
19 Spike Event, KGS will provide Event Credits to Transportation Service customers
20 for long gas.
21 ○ Each day's collective total Event Credits paid will not exceed each day's
22 total penalties collected.
23 ▪ KGS will revise its current Cash Out Price calculation methodology and create two
24 Cash Out Prices ("High" and "Low"), depending on the type of imbalance, based

1 upon the average gas prices published in Platts Gas Daily. Furthermore, KGS will
2 replace the multiplier component of the Cash Out Price with a fixed modifier per
3 MMBtu.

- 4 ○ Index prices for days during an OFO or POC of Over-Deliveries with a Price
5 Spike Event will be excluded from the calculation of that month's Cash Out
6 price.
- 7 ■ KGS will cap the penalty adder applied during OFO and POC periods.
- 8 ■ KGS will require EFM equipment for all transportation customers, except school
9 customers and irrigation customers using less than 3,000 Mcf/year, by January 15,
10 2027.
 - 11 ○ KGS will pay for EFM equipment for school transportation customers that
12 use at least 3,000 Mcf/year, and KGS will recover the actual costs of those
13 conversions from all Transportation Customers via a regulatory asset.

14
15 **IV. Evaluation**

16 **Q. What criteria does the Commission generally consider when reviewing unanimous**
17 **settlement agreements?**

18 A. Generally, the Commission will accept a unanimous settlement agreement if the following
19 three criteria are met: 1) the agreement is supported by substantial competent evidence; 2)
20 the agreement will result in just and reasonable rates or charges; and 3) the results of the
21 agreement are in the public interest.

22
23 **A. Substantial Competent Evidence**

24 **Q. Is the Agreement supported by substantial competent evidence?**

25 A. Yes, the Agreement is supported by substantial competent evidence on the record. The
26 record contains substantial documentation, comments, and testimony from qualified,

1 competent witnesses. The record contains sufficient evidence upon which the Commission
2 can make its decision.

3

4 **B. Just and Reasonable Rates/Charges**

5 **Q. Will the Agreement result in just and reasonable charges?**

6 A. Yes, I believe the Agreement will result in just and reasonable charges. This includes the
7 provisions pertaining to penalties for Transportation volume imbalances and the
8 requirement for installation of EFM equipment.

9

10 **Q. Please explain why the penalties assessed for Transportation volume imbalances will**
11 **result in just and reasonable charges.**

12 A. Policies regarding Transportation volume balancing should sufficiently discourage
13 undesirable and harmful customer behavior, particularly given the fact Transportation
14 Service is voluntary and optional for those who qualify and the decision whether to opt-in
15 is financially motivated. If Transportation Service customers are merely charged or
16 reimbursed KGS's precise cost of natural gas for imbalances, then KGS's gas supply plan,
17 which is designed to serve Sales Service customers, in essence, becomes a safety net for
18 Transportation Service customers. However, developing just and reasonable penalties for
19 imbalanced Transportation volumes is a tight rope process because such charges should
20 not create excessive windfalls for non-Transportation customers.

1 The fact that advocates for both Sales Service customers and Transportation Service
2 customers were able to agree upon methodologies for calculating OFO/CUP/POC penalties
3 and Cash Out pricing indicates that neither side has strong concerns the other side will
4 receive an unjust or unreasonable windfall under the agreed upon methodologies.

5 During Uri, hitherto unfathomable natural gas prices lead to astronomically
6 escalated penalties from the multipliers' effect, which would have been so detrimental that
7 the punitive portion of the penalty was waived and disregarded as a part of settlement in
8 Docket 21-332. Switching from an exponential multiplier to a flat/capped punitive adder
9 component for POC and Cash Out imbalance penalties will result in a more manageable
10 and predictable charge that should still be significant enough to discourage undesirable
11 behavior.

12 Additionally, changing to a High and Low methodology to compute the price of
13 gas component of the Cash Out Price should ensure that the timing of imbalances will not
14 cause Transportation Service customers to receive a windfall from KGS's Sales Service
15 gas supply. Conversely, allowing Transportation Customers to receive a credit for long gas
16 during an OFO or a POC of Over-Deliveries with Price Spike Event will limit the windfall
17 Sales Service customers could receive off Transportation Service customers' gas supplied
18 during such an Event.

1 **Q. Please explain why requiring Transportation Customers to install and pay for EFM**
2 **equipment will result in just and reasonable charges.**

3 A. Uri made it clear that there is a critical need for all gas distribution utilities to determine,
4 as precisely as possible, the quantity and timing of natural gas usage by Transportation
5 Service customers, particularly during times of system instability and extreme market
6 prices. Without EFM installed, the detail and accuracy of such determination is rather
7 speculative, leaving Sales Service customers at high risk of subsidizing the commodity cost
8 and potential upstream penalties incurred by KGS due to Transportation Service
9 customers' collective gas shortages during times of extreme market prices. Furthermore,
10 absent EFM technology, Transportation Service customers who conserve gas during
11 extreme events do not receive the appropriate credit for their efforts because their usage is
12 not recorded and, therefore, cannot be verified to a sufficient time scale.

13 Furthermore, the agreed upon EFM policy for KGS is closely modelled upon the
14 recent Commission-approved policy of Atmos, which was developed in Docket No. 23-
15 ATMG-359-RTS with lessons learned from Uri. Of particular note, Atmos's policy has a
16 similar provision exempting schools using *less than* 3,000 MMBtu/year. Like the
17 Agreement with KGS, Atmos assumes responsibility for the installation cost of the EFM
18 equipment for schools using *more than* 3,000 MMBtu/year and will recover the associated
19 costs from all Transportation Service customers. It is encouraging that KGS's agreed upon
20 EFM equipment fee of \$2,400 per meter (or \$23.77 monthly for 15 years) is significantly

1 less than Atmos's Commission-approved EFM Equipment Charge of \$4,300 (or approx.
2 \$63.26 monthly for nine years).

3
4 **C. Public Interest**

5 **Q. Is the Agreement in the public interest?**

6 A. Yes, the Agreement is in the public interest. Holistically, the Agreement is endorsed by
7 parties representing a wide range of interests: KGS and Atmos represent natural gas
8 utilities; WoodRiver, Symmetry, and Constellation represent natural gas marketers;
9 KMGA represents its municipal member cities; CURB represents residential and small
10 commercial customer classes; and KCC Staff represents the public, generally. Among this
11 diverse array, there is no Party opposed to the Agreement.

12 As discussed above, I believe the Agreement improves upon KGS's current
13 methodologies for calculating charges. During Uri, the punitive portions of penalties were
14 waived and disregarded as a part of settlement in Docket 21-332 because the uncapped
15 multipliers would have resulted in unreasonable charges. If another extreme Price Spike
16 Event were to occur under the existing tariffs, resulting in the same outcome of waived
17 penalties, this would establish a regulatory pattern which could potentially encourage
18 Transportation Service customers to rely upon KGS's gas supply during periods of extreme
19 market prices. That outlook is not in the public interest and should not be encouraged. The
20 agreed upon flat/capped punitive adder components of the POC and Cash Out imbalance

1 penalties should result in appropriately punitive charges, yet much less potential for a
2 future waiver request.

3 Because the Parties were able to reach a unanimous Agreement, the Parties request
4 that the Commission approve the Agreement based upon the written record in this matter
5 and waive the scheduled evidentiary hearing. Trimming the procedural schedule will result
6 in significant cost savings to ratepayers. Even if the Commission does wish to hold a
7 hearing, the unanimous Agreement will still result in cost savings, as compared to a
8 contentious proceeding.

9

10 **V. Conclusion**

11 **Q. What is your final recommendation?**

12 A. I believe the Agreement satisfies the Commission's established criteria for approval of a
13 unanimous settlement agreement. My hope and expectation is that the Agreement will
14 mitigate the concerns of cross-subsidization between voluntary Transportation Service and
15 Sales Service customers, the majority of whom are captive to their rate class. Therefore, I
16 recommend the Commission approve the Agreement.

17

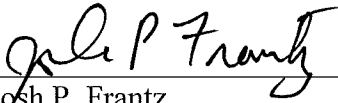
18 **Q. Does this conclude your testimony?**

19 A. Yes, thank you.

VERIFICATION

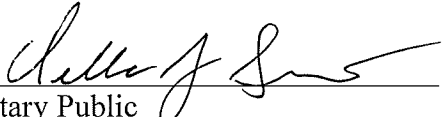
STATE OF KANSAS)
)
COUNTY OF SHAWNEE) ss:

I, Josh P. Frantz, of lawful age and being first duly sworn upon my oath, state that I am a Senior Regulatory Analyst for the Citizens’ Utility Ratepayer Board; that I have read and am familiar with the above and foregoing document and attest that the statements therein are true and correct to the best of my knowledge, information, and belief.



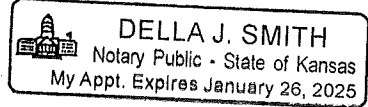
Josh P. Frantz

SUBSCRIBED AND SWORN to before me this 27th day of October, 2023.



Notary Public

My Commission expires: 01-26-2025.



CERTIFICATE OF SERVICE

23-KGSG-719-TAR

I, the undersigned, hereby certify that a true and correct copy of the above and foregoing document was served by electronic service on this 27th day of October, 2023, to the following:

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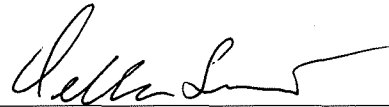
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