

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.]

CROSS-ANSWERING TESTIMONY

JOSH FRANTZ

ON BEHALF OF

THE CITIZENS' UTILITY RATEPAYER BOARD

AUGUST 11, 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. Please describe your educational background and qualifications.**

8 A. I earned a Master of Business Administration degree from Washburn University of Topeka,
9 Kansas. I also earned a Bachelor of Business Administration degree from Washburn
10 University. My undergraduate majors were finance, marketing, and management.

11
12 **Q. Please describe your professional background and qualifications.**

13 A. From August 2015 through April 2019, I was employed by the Kansas Corporation
14 Commission ("KCC" or "Commission"). I began my employment with the KCC in the
15 Utilities division as a Senior Research Economist and was promoted to Managing Rate
16 Analyst.

17 Since April 2019, I have served in my current position as Senior Regulatory Analyst
18 with CURB.

19
20 **Q. Have you previously testified before the Commission?**

21 A. Yes. Over the course of my employment with CURB, I have offered written and live

1 testimony in several proceedings before the Commission. During my prior employment as
2 a member of KCC Staff, I also offered testimony in proceedings before the Commission
3 and submitted Report and Recommendations for the Commission's consideration. A list of
4 those filings is available, upon request.

5
6 **II. Summary of Testimony**

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

8 A. The purpose of my testimony is to respond to certain comments made in Direct Testimony
9 on July 28, 2023, by KCC Staff and other intervenors.

10
11 **III. Background**

12 **Q. Please provide a brief background of this proceeding.**

13 A. On March 31, 2023, in this docket, Kansas Gas Service ("KGS") submitted its *Application*
14 *for Approval of Revisions to Certain Tariffs Controlling Transportation Service*
15 (*"Application"*). Though not an exhaustive list, KGS's request includes the following:¹

- 16 a) limitation of penalties for Unauthorized Usage during a Critical Use Period
17 ("CUP"), OFO ("Operational Flow Order"), or Period of Curtailment
18 ("POC");
19 b) revised Cash Out Price calculation and application; and
20 c) requirement for all new and existing Transportation Service Customers to

¹ See Application, p. 4.

1 use Electronic Flow Measurement (“EFM”) equipment along with two
2 options to pay for EFM equipment.
3

4 **Q. What is KGS' motivation to seek these tariff provision changes?**

5 A. In February 2021, Winter Storm Uri caused significant demand for natural gas, pushing
6 wholesale prices of natural gas up to hundreds of times higher than normal. KGS’s
7 Application is a direct result of several workshops, held between April and September
8 2022, to explore revising KGS’s tariffs in accordance with lessons learned during Winter
9 Storm Uri.² CURB was an active participant in each of those workshops.
10

11 **Q. Which parties filed Direct Testimony in this Docket?**

12 A. On July 28, 2023, Direct Testimony was filed on behalf of: KCC Staff; Freedom Pipeline,
13 LLC (“Freedom”); Sunflower Electric Power Corporation (“Sunflower”); and WoodRiver
14 Energy, LLC (“WoodRiver”).

² See Application p. 3.

1 **IV. Evaluation**

2 **Q. What is CURB's interest in this Docket?**

3 A. CURB represents residential and small commercial ratepayers before the Commission.³
4 Although CURB does not represent Transportation Service customers,⁴ CURB's interest
5 in this Docket is to minimize cross-subsidization of KGS's costs to serve Transportation
6 Service customers to residential and small commercial Sales Service customers.

7 As was the case during Winter Storm Uri, CURB recognizes that policies for one
8 class of customers should not operate as an unreasonable windfall for the remaining
9 customers.⁵ Policies regarding Transportation Service balancing should promote wanted
10 behavior while penalties should be sufficient to discourage undesirable behavior and be
11 commensurate with the potential harm caused.

12
13 **Q. How can the actions of KGS's Transportation Service customers shift costs to KGS's**
14 **Sales Service customers?**

15 A. KGS must ensure it maintains sufficient gas to serve its Sales Service customers and
16 maintain the system's operational integrity. Among other obligations, each Transportation
17 Service customer is required to balance nominations (customer volumes to be delivered to

³ K.S.A. 66-1223.

⁴ Residential customers are ineligible for Transportation Service and small commercial customers are also generally ineligible since the *maximum* annual Mcf threshold of General Sales Service Small is below the *minimum* annual Mcf threshold of Transportation Service schedules.

⁵ CURB's Objection to Motion for Limited Waiver, p. 8, Docket No. 21-KGSG-332-GIG (Jun. 4, 2021).

1 the KGS system) with taken deliveries (volumes delivered by KGS to the customer)
2 monthly. Any difference between nominations and deliveries results in an imbalance.

3 Ideally, Transportation Service customers would precisely provide natural gas to
4 KGS according to daily nominations. However, as stated by Montgomery Escue (on behalf
5 of Freedom), “Because nominations only represent estimates of use and consumption,
6 some imbalance is to be expected even if a customer uses its best efforts in estimating its
7 needs and making its nominations.”⁶ As described in deeper detail in the testimonies of
8 David Dittmore (on behalf of KCC Staff) and Lorna Eaton (on behalf of KGS), if an
9 imbalance causes KGS to over-deliver to Transportation Service customers, KGS must
10 make up the gas shortfall on its system by procuring additional natural gas, potentially
11 resulting in higher costs for Sales Service customers. Nominations greater than customer
12 deliveries can also pose operational challenges for KGS.

13
14 **A. Penalties for Unauthorized Usage during a CUP/POC.**

15 **Q. Please describe and evaluate the proposals from KCC Staff and Sunflower regarding**
16 **compensation of Transportation Service customers for under-deliveries during**
17 **CUP/POC periods.**

18 **A.** KCC Staff recommends that Transportation Service customers be eligible for
19 compensation for net long positions (under-deliveries) during CUP/POC days if two
20 criteria are met simultaneously:

⁶ Testimony of Montgomery Escue on behalf of Freedom, p. 7 (Jul. 28, 2023).

1 1) Compensation would be limited to the total assessments paid by customers/agents
2 assessed under the penalty provisions contained in the KGS tariff. If
3 customer/agents were not assessed penalties, no incentive payments would be
4 made to customers who were net long during the CUP/POC periods.

5 2) The incentive payments would only occur due to a "Price-Spike Event" (if Southern
6 Star daily index price is at least 5x greater than the first of the month index price).⁷

7 H. Davis Rooney (on behalf of Sunflower) also proposes Transportation Service
8 customers be eligible for compensation for net long positions (under-deliveries) during
9 Price-Spike Events on CUP/POC days, but under Sunflower's proposal, compensation
10 would not be limited only to offset penalty payments.⁸

11 I do not support the proposal of Sunflower. In many cases, KGS and Transportation
12 Service customers are competing for natural gas in the same market; therefore, I cannot
13 support a policy that rewards Transportation Service customers for natural gas imbalances.

14 I do not object to KCC Staff's proposal, as it limits the potential compensation to
15 the extent penalties are levied. From my perspective, nullifying penalties in this
16 circumstance is reasonable because I do not view that as a pure incentive or reward. That
17 said, I perceive KCC Staff's proposal may be unnecessary. Mr. Dittmore claims KGS's
18 proposal does not compensate customers/agents for under-deliveries during OFO/POC
19 periods⁹ and goes on to clarify that it is the intent of KCC Staff's proposal to limit incentive

⁷ Direct Testimony by David N. Dittmore on behalf of KCC Utilities Division, p. 15 (Jul. 28, 2023).

⁸ See Direct Testimony of H. Davis Rooney on Behalf of Sunflower, Exhibit HDR-1 (Jul. 28, 2023).

⁹ Direct Testimony by David N. Dittmore on behalf of KCC Utilities Division, p. 14 (Jul. 28, 2023).

1 payments to an amount no more significant than the OFO/POC penalties KGS receives.¹⁰

2 He states, "If customer/Agents were not assessed penalties, no incentive payments would
3 be made to customers who were net long during the OFO/POC periods since KGS would
4 receive no penalty payments."

5 However, in her Testimony filed with the Application, Ms. Eaton stated:

6 KGS's proposed changes clarify the Company's intent that penalties only
7 apply if a Transportation Customer's actions worsen the stress being
8 experienced on the Company's system. For example, if KGS issues a
9 Standard OFO [{"Operational Flow Order"}] declaring an Over Delivery
10 critical period (similar to the OFO KGS issued during Winter Storm Uri), a
11 Transportation Customer would not face a penalty if they nominate and
12 deliver onto the KGS system more gas than they actually use.... Under these
13 circumstances, a customer would not face a penalty if they nominated more
14 than their actual usage or their RDQ during that particular period.¹¹

15
16 Mr. Rooney noted, "The clarification that penalties do not apply if a transportation
17 customer's actions benefit KGS's system is a very good improvement."¹²

18 It is my understanding that KGS declares an OFO/POC of *either* Over-Deliveries
19 *or* Under-Deliveries, as delineated in the proposed revisions to Section 11.06.01. Meaning,
20 under KGS's proposal, Transportation Service customers would not be penalized for
21 providing excess natural gas to KGS during an OFO/POC of Over-Delivery. Therefore,
22 KGS's initial proposal already appears to address KCC Staff's primary concern.

¹⁰ Direct Testimony by David N. Dittmore on behalf of KCC Utilities Division, p. 15 (Jul. 28, 2023).

¹¹ Direct Testimony of Lorna M. Eaton on behalf of KGS, p. 31 (March 31, 2023).

¹² Direct Testimony of H. Davis Rooney on Behalf of Sunflower, p. 8 (Jul. 28, 2023).

1 **Q. Do you have any other observations regarding KGS's proposal to limit penalties for**
2 **Unauthorized Usage during a CUP/POC?**

3 A. Yes, it is my observation that, in Direct Testimony, no intervenor presented opposition to
4 KGS's proposal to adjust the penalty calculation methodology for Unauthorized Usage
5 during a CUP/POC. CURB is supportive of this change. Although KCC Staff and
6 Sunflower raised concerns regarding customers who were long, which I discussed above,
7 neither disputed the revised calculation methodology.

8 Presently, KGS's penalties for Unauthorized Usage during a CUP/POC ratchet up
9 in tiers, depending on severity of imbalance, and are calculated using the *greater* of a set
10 price or a multiplied index price.¹³ KGS is proposing to switch to the *lesser* of a set price
11 plus index or multiplied index price, which effectively caps the penalty at each tier.¹⁴

12 Because the tariffed penalty calculation was uncapped during Winter Storm Uri,
13 the extraordinary prices were further exacerbated by the multiplier. Thus, KGS sought and
14 was granted Commission approval to waive the multiplier segment of its penalty
15 calculation entirely. The resulting "penalty" was merely the index price of gas, without any
16 punitive adder to deter undesirable behavior in the future.

17 One of CURB's goals for this proceeding is to find an agreed upon penalty
18 calculation methodology that is punitive enough to effectively discourage imbalance
19 among Transportation Service customers, without being exorbitant, so that a waiver will
20 not be necessary after future events.

¹³ Application, p. 8.

¹⁴ See Application, p. 8.

1 I am drawing attention to the fact there have been no objections to KGS's proposal
2 to limit penalties for Unauthorized Usage during a CUP/POC because I believe it is critical
3 that penalties be enforced during future events in order to deter strategic imbalance going
4 forward. Given KGS's proposal was developed with lessons learned from Winter Storm
5 Uri, a capped penalty calculation methodology that is now agreeable to all parties should
6 stand to be considered reasonable under future circumstances at least as extreme as those
7 during Winter Storm Uri.

8
9 **B. Revised Cash Out Price Calculation and Application**

10 **Q. Freedom opposes the KGS's revised Cash Out Price calculation on the basis "it would**
11 **impose substantial and unreasonable monthly penalties on numerous KGS**
12 **customers."¹⁵ Freedom contends imbalances are "inevitable"¹⁶ and "occur in most**
13 **months despite customers' best efforts."¹⁷ How do you respond?**

14 **A.** Freedom's argument omits two important facts. First, Transportation Service is a voluntary
15 and optional service for those customers who qualify, whereas non-qualifying customers
16 are only eligible for Sales Service. Transportation Service customers could switch to Sales
17 Service, if they so choose. Second, recognizing that perfect balance is difficult to achieve,
18 the Cash Out mechanism is not triggered if over-delivery or under-delivery is less than

¹⁵ Testimony of Montgomery Escue on behalf of Freedom, p. 8 (Jul. 28, 2023).

¹⁶ Testimony of Montgomery Escue on behalf of Freedom, p. 7 (Jul. 28, 2023).

¹⁷ Testimony of Montgomery Escue on behalf of Freedom, p. 7 (Jul. 28, 2023).

1 either 5% of actual usage or 25 MMBtu. Furthermore, the multiplier is two-tiered to be less
2 severe in the first tier, for over-delivery or under-delivery within the 5%–10% range.¹⁸

3 Given that Transportation Service is voluntary and Transportation Service
4 customers are allowed a +/- 5% error band for each month, I find KGS's proposed Cash
5 Out Price calculation to be reasonable.

6
7 **C. Requirements for EFM Equipment.**

8 **Q. Don Krattenmaker (on behalf of WoodRiver) opposes KGS's proposal to require**
9 **EFM for all Transportation Service customers. At minimum, WoodRiver argues**
10 **schools and Gas Irrigation Transportation Service customers should be exempt from**
11 **KGS's proposal. What is your evaluation of WoodRiver's position?**

12 **A.** I support KGS's request to require EFM for all Transportation Service customers. I am
13 opposed to WoodRiver's secondary proposal to exempt all schools and irrigators from the
14 proposed requirement for EFM.

15 That said, in KCC Docket No. 23-ATMG-359-RTS, Atmos Energy ("Atmos") put
16 forth a similar request to require EFM for all of its transportation customers. In Settlement,
17 it was agreed,¹⁹ and the Commission approved,²⁰ that Atmos' school customers using less
18 than 3,000 Dth/year are not required to install EFM, and instead are required to deliver a
19 specified quantity of natural gas during CUP/POC, as determined and timely

¹⁸ Direct Testimony of Lorna M. Eaton on behalf of KGS, Table 1 (March 31, 2023).

¹⁹ Order Approving Settlement Agreement, p. 10, Docket 23-ATMG-359-RTS (May 9, 2023).

²⁰ Unanimous Settlement Agreement, p. 10, Docket 23-ATMG-359-RTS (Feb. 21, 2023).

1 communicated by Atmos. CURB was a signatory to that Agreement, as was WoodRiver.
2 Therefore, I would not oppose the inclusion of a similar provision for KGS.

3 I am opposed to exempting Gas Irrigation Transportation Service customers from
4 the proposed EFM requirement because the need for accurate nominations and deliveries
5 is not limited to a particular season.

6
7 **Q. KCC Staff recalculated the proposed monthly EFM charge amount. What is your**
8 **evaluation of KCC Staff's modification?**

9 A. KGS proposes offering the customer two options to pay for EFM equipment: a one-time
10 fee of \$2,400 *or* a monthly equipment charge of \$30.54. KCC Staff recommends the
11 monthly fee be reduced to \$23.77 on the basis that KGS's calculation fails to recognize
12 that the net book value of the EFM equipment declines over time as KGS incurs/collects
13 depreciation expense.²¹

14 I am supportive of KCC Staff's modification to decrease the monthly EFM charge
15 to \$23.77.

16
17 **V. Conclusion**

18 **Q. Please summarize your comments.**

²¹ Direct Testimony by David N. Dittmore on behalf of KCC Utilities Division, p. 10 (Jul. 28, 2023).

1 A. CURB's interest in this proceeding is to minimize cross-subsidization of costs from KGS's
2 Transportation Service customers to the residential and small commercial Sales Service
3 customers CURB represents.

4 I am not opposed to KCC Staff's proposal to allow compensation for Transportation
5 Service customers during CUP/POC, limited to the extent the compensation only offsets
6 penalties. However, I perceive KCC Staff's concerns to already be addressed in KGS's
7 initial proposal. I oppose Sunflower's proposal to more broadly reward Transportation
8 Service customers for being out of balance during CUP/POC.

9 I am supportive of the proposed cap on penalties for unauthorized usage during a
10 CUP/POC. I am hopeful that an agreed upon cap will alleviate any future need to
11 completely waive penalties.

12 Given that Transportation Service is voluntary and Transportation Service
13 customers are allowed a +/- 5% error band each month, I find KGS's proposed Cash Out
14 Price calculation to be reasonable.

15 While I support KGS's request to require EFM for all Transportation customers, I
16 would not oppose exempting schools using less than a predetermined threshold of usage
17 from the requirement, akin to Atmos' recently approved policy. I oppose Sunflower's
18 proposal to exempt Gas Irrigation Transportation Service customers from the proposed
19 EFM requirement because the need for accurate nominations and deliveries is not limited
20 to a particular season.

1 I am supportive of KCC Staff's modification that decreases the monthly EFM
2 charge to \$23.77.

3

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

5 **A. Yes, thank you.**

VERIFICATION

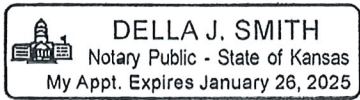
STATE OF KANSAS)
)
COUNTY OF SHAWNEE) ss:

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 11th day of August, 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 11th day of August, 2023, to the following:

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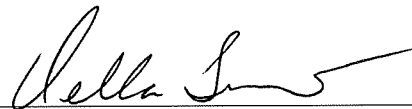
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