



therefore is entitled to a refund.<sup>1</sup> In their Complaint, the SWKIs request a Commission finding that Anadarko has failed to file certain contracts with the Commission for approval in violation of K.S.A. 66-109 and K.S.A. 66-117 and that all rates charged by Anadarko in excess of the latest lawfully established, Commission-approved rate are unlawful, void, and subject to refund with interest.<sup>2</sup> On January 15, 2015, the Commission dismissed the SWKIs' Complaint.<sup>3</sup>

3. On March 27, 2015, the SWKIs filed a Petition for Judicial Review. On January 12, 2018, the Court of Appeals reversed the Commission's Order and remanded the matter to the Commission "for additional proceedings to determine if the contracts were ever filed and approved by the Commission. If not, the Commission is directed to determine, in its discretion, if the SWKIs are entitled to a remedy for Anadarko's violations."<sup>4</sup>

4. On August 6, 2019, the Commission issued an Order on Contract Status, finding the SWKIs have not been harmed by Anadarko's failure to timely file the 1998 and 2002 Gas Service Agreements (GSAs), and therefore, are not entitled to a remedy for Anadarko's violations.<sup>5</sup> On October 16, 2019, the SWKIs filed a second Petition for Judicial Review. On April 8, 2022, the Court of Appeals remanded the matter back to the Commission to determine whether the contract rates charged by Anadarko are unlawful, void, and subject to refund with interest. Specifically, the Court directed the Commission to "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 contracts is

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<sup>1</sup> Complaint of SWKI-Seward West Central, Inc. and SWKI-Stevens Southeast, Inc. Against Anadarko Natural Gas Company, Aug. 27, 2013, ¶ 11.

<sup>2</sup> *Id.*, ¶ 14.

<sup>3</sup> Order Granting Anadarko Natural Gas Company's Motion to Dismiss Complaint with Prejudice and Granting Joint Motion for Approval of Stipulated Settlement Agreement, Jan. 15, 2015.

<sup>4</sup> *SWKI-Seward W Cent., Inc. v. Kansas Corp. Comm'n*, 408 P.3d 1006, 2018 WL 385692 at \*14 (Kan. Ct. App. 2018) (unpublished opinion).

<sup>5</sup> Order on Contract Status, Aug. 6, 2019, Ordering Clause A.

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.*”<sup>6</sup> (emphasis added) The Court of Appeals reiterated, “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.*”<sup>7</sup> (emphasis added)

5. As directed, the Commission scheduled an evidentiary hearing to determine whether the SWKIs are entitled to a remedy.

6. On April 18, 2023, the Parties filed prehearing briefs. The SWKIs claim the rates were unreasonable because Anadarko charged lower rates to its affiliate, without evidence that it is more expensive to serve the SWKIs than the Anadarko affiliate.<sup>8</sup> The SWKIs claim the Commission “must order a refund of the \$0.40 per MMBtu cost differential” between the affiliate’s “unduly preferential” rate and the SWKIs “unjustly discriminatory rate” and (2) the “time value of money” on all amounts paid to Anadarko prior to the Commission determining in this proceeding the “reasonableness” of the ANGC rates.<sup>9</sup>

7. Anadarko explains the parties operated as if the contracts were filed and approved by the Commission.<sup>10</sup> Anadarko claims the SWKIs had an inconsistent and unpredictable load profile and no minimum volume purchase obligations and could terminate on 30 days’ notice, all of which contributed to the need to charge them a higher rate.<sup>11</sup> Anadarko also claims that despite having the option of purchasing gas from Exxon, Duke Energy, Kansas Gas Service,

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<sup>6</sup> SWKI-Seward West Central v. Kansas Corp. Comm’n, 2022 WL 1052231, at \* 8 (Kan. Ct. App. 2018) (unpublished opinion).

<sup>7</sup> *Id.*, \*11.

<sup>8</sup> Complainants’ Pre-Hearing Brief, Apr. 18, 2023, pp. 22-23.

<sup>9</sup> *Id.*, p. 24.

<sup>10</sup> Pre-Hearing Brief of Anadarko Natural Gas Company, Apr. 18, 2023, ¶ 4.

<sup>11</sup> *Id.*, ¶¶ 151, 153.

Atmos, or Black Hills, the SWKIs still chose Anadarko, affirming the reasonableness of Anadarko's rates.<sup>12</sup> Anadarko claims the rates it charged the SWKIs were well below the rates the SWKIs paid to Freedom Pipeline, which is owned by the SWKIs,<sup>13</sup> and the rates charged by Kansas Gas Service, Midwest Energy, and Atmos.<sup>14</sup> Similarly, Anadarko argues that in the 13-BHCG-509-ACQ Docket (13-509 Docket), the SWKIs wanted to continue receiving service under the 1998 and 2002 Agreements with Anadarko, rather than face a nearly 40% increase in rates from switching to Black Hills.<sup>15</sup>

8. On May 24, 2023, the SWKIs filed their reply brief, explaining Anadarko belatedly raises a new claim for indemnification in its April 18, 2023 brief.<sup>16</sup> On June 2, 2023, Anadarko filed its response to the SWKIs, explaining that a cause of action for indemnification does not arise until an actual loss has occurred, and thus does not need to be addressed at this time.<sup>17</sup> Since Anadarko expressed its intent to file a civil suit to determine whether the indemnification complaint needs be decided by a Texas Arbitration Panel or a court,<sup>18</sup> the issue of indemnification is not presently before the Commission.

9. On June 9, 2023, the Commission held an evidentiary hearing. The Parties appeared by counsel. The SWKIs presented five witnesses, Anadarko presented two witnesses, and Leo Haynos of Commission Staff (Staff) testified.<sup>19</sup> All of the witnesses were subject to Commissioner questions and cross-examination.

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<sup>12</sup> *Id.*, ¶ 159.

<sup>13</sup> *Id.*, ¶ 145.

<sup>14</sup> *Id.*, ¶ 146.

<sup>15</sup> *Id.*, ¶ 37.

<sup>16</sup> Complainants' Pre-Hearing Reply Brief, May 24, 2023, ¶ 9.

<sup>17</sup> Anadarko's Response to Complainants' Pre-Hearing Reply Brief, June 2, 2023, p. 5.

<sup>18</sup> *Id.*, pp. 5-6.

<sup>19</sup> Transcript of Evidentiary Hearing (Transcript), June 9, 2023, pp. 2-4.

10. Since the SWKIs' initial complaint was filed in August 2013, over a decade after the second disputed GSA was executed, most of the witnesses lacked firsthand knowledge of the contract negotiations that occurred nearly 25 years ago. David Dittimore, testifying as an expert witness for the SWKIs rather than a fact witness, advises the Commission to look at affiliate contract pricing for reasonableness.<sup>20</sup> He believes that whatever the affiliate contract charged should be a reasonable charge for non-affiliate customer contracts.

11. Following the evidentiary hearing, the SWKIs and Anadarko filed post-hearing briefs and reply briefs. The SWKIs claim it is unjust and unreasonable for Anadarko to charge them a 50 cent delivery charge, when it charged its affiliate only a 10 cent delivery charge.<sup>21</sup> The SWKIs claim there was no evidence to support a claim it cost Anadarko more to serve the SWKIs than its affiliate.<sup>22</sup> Accordingly, the SWKIs state, "the Commission must determine that the 50 cent Delivery Charge was 'unreasonable' and order a refund, with interest, of the 40 cent differential from the AESC Delivery Charge."<sup>23</sup> SWKI witness Charles Claar testified that the 40 cent differential for SWKI-SWC was \$416,782.25 and for SWKI-SE was \$451,155.19.<sup>24</sup> Using the FERC floating prime interest rate, Claar testified the lost time value of money calculation for SWKI-SWC, through March 31, 2023 is \$3,637,224.43 and using the Kansas 10% prejudgment interest rate contained in K.S.A. 16-201 is \$6,980,642.83.<sup>25</sup> Using the same metrics, Claar testified the lost time value of money calculation for SWKI-SE, through March

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<sup>20</sup> *Id.*, pp. 106, 108, 122, 125-26.

<sup>21</sup> Initial Post Hearing Brief of SWKI-Seward West Central, Inc. and SWKI-Stevens Southeast, Inc., July 10, 2023, ¶ 37.

<sup>22</sup> *Id.*, ¶ 39.

<sup>23</sup> *Id.*, ¶ 41.

<sup>24</sup> *Id.*, ¶ 43.

<sup>25</sup> *Id.*, ¶ 49.

31, 2023 is \$3,259,514.48 and using the Kansas 10% prejudgment interest rate contained in K.S.A. 16-201 is \$6,580,562.51.<sup>26</sup>

12. Anadarko explains that on the same day that it executed the 1998 GSA with SWKIs, it also executed a Gas Sales Agreement with one of its affiliates with identical delivery pricing.<sup>27</sup> Anadarko reiterates that in 2013, the SWKIs urged the Commission to allow them to remain as Anadarko customers, rather than be transferred to Black Hills' customers, because Black Hills' rates were nearly 40% higher than the rates Anadarko was charging the SWKIs.<sup>28</sup> Essentially, Anadarko contends from 2006 through 2013, Anadarko's rates were significantly lower than any other alternative gas supplier.<sup>29</sup>

13. The SWKIs' post hearing reply brief states that no competent witness testified that the rates they paid were just and reasonable.<sup>30</sup> The SWKIs dispute Anadarko's claim that the 13-509 Docket suggests Anadarko's 50 cent delivery charge is reasonable.<sup>31</sup> Instead, the SWKIs contend the absence of any justification for the 40 cent difference in delivery charge to them over Anadarko's affiliates demonstrate the challenged rates are unreasonable.<sup>32</sup>

14. Anadarko's post hearing reply brief accuses the SWKIs of ignoring evidence that the rates are reasonable.<sup>33</sup> Specifically, Anadarko explains the price differential is justified because the gas sold to its affiliate was used for the compressor and transmission on the

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<sup>26</sup> *Id.*

<sup>27</sup> Post-Hearing Brief of Anadarko Natural Gas Company, July 10, 2023, ¶ 12.

<sup>28</sup> *Id.*, ¶ 17.

<sup>29</sup> *Id.*, p. 18.

<sup>30</sup> Post Hearing Reply Brief of SWKI-Seward West Central, Inc. and SWKI-Stevens Southeast, Inc., July 24, 2023, ¶ 6.

<sup>31</sup> *Id.*, ¶ 17.

<sup>32</sup> *Id.*

<sup>33</sup> Anadarko's Reply to the SWKIs' Post Hearing Brief, July 24, 2023, p. 8.

Anadarko pipeline, while the SWKIs' gas was not.<sup>34</sup> Similarly, Anadarko contends the 40 cent differential was due in part to the expense of delivering dry, processed gas to the SWKIs, instead of the wet, unprocessed gas delivered to its affiliate.<sup>35</sup>

15. The Court of Appeals found that the SWKIs claiming illegal rates for failure to file the GSAs is equivalent to claiming the rates were unreasonable, unfair, and unjust.<sup>36</sup> Furthermore, the Court of Appeals stated the Commission has the authority to hear the SWKIs' complaint and, if the Commission believes a remedy is warranted, remedy those claims.<sup>37</sup> Thus, under K.S.A. 66-154a, the Commission is tasked with investigating the SWKIs' Complaint, and determining what would have been, a reasonable and just rate or charge for the service rendered. K.S.A. 66-154b authorizes the Commission to order a refund upon a finding of an unreasonable, unfair, unjust or unjustly discriminatory or unduly preferential rate or charge.

### **The 1998 GSA**

16. The 1998 GSA is between Anadarko and SWKI-SE.

17. At the evidentiary hearing, Anadarko introduced Exhibit A-5, which is a GSA between AESC and Anadarko Petroleum, dated July 1, 1998.<sup>38</sup> Exhibit A-5 constitutes an affiliate contract. The AESC-Anadarko Petroleum GSA was executed the same day as the disputed 1998 GSA between Anadarko and SWKI-SE (Exhibit A-1). As SWKI expert witness Dittmore admitted, the prices for both contracts were the same.<sup>39</sup> Anadarko charged both its affiliate and SWKI-SE the Panhandle Index plus 50 cents per MMBtu.<sup>40</sup> Dittmore testified,

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<sup>34</sup> *Id.*, ¶ 22.

<sup>35</sup> *Id.*, ¶ 23.

<sup>36</sup> *SWKI-Seward West Central v. Kansas Corp. Comm'n*, 2022 WL 1052231, at \* 8.

<sup>37</sup> *Id.*

<sup>38</sup> Transcript, pp. 140-41.

<sup>39</sup> *Id.*, p. 141.

<sup>40</sup> Transcript, pp. 140-41; *See also* Anadarko Exh. A-5, ¶ 4.1; Anadarko Exh. A-1, ¶ 4.1.

“absent a demonstration of the reasonableness of the rate, that the default rate of what they’re charging an affiliate would be appropriate.”<sup>41</sup> Thus, under the criteria suggested by Dittmore, the 1998 GSA is just and reasonable, since its rates are the same as an affiliate contract entered into the same day.

18. K.S.A. 66-154b only authorizes a refund upon a finding of an unreasonable, unfair, unjust or unjustly discriminatory or unduly preferential rate or charge. Since the rates charged under the 1998 GSA are just and reasonable, SWKI-SE is not entitled to any relief for Anadarko’s failure to register the 1998 GSA.

### **The 2002 GSA**

19. The 2002 GSA was between SWKI-SWC and Anadarko.

20. Unlike the 1998 GSA, which is easily compared to an affiliate contract executed the same day, the record does not include any affiliate contracts signed the same day as the 2002 GSA (June 1, 2002). The 2002 GSA provided the price of gas was \$1.50 per MMBtu or the Panhandle Index plus 50 cents per MMBtu, whichever was greater.<sup>42</sup> The SWKIs ask the Commission to determine whether Anadarko charging their affiliate 10 cents and charging the SWKIs 50 cents for the same service, same gas, and in the same place was fair.<sup>43</sup> At the evidentiary hearing, Kirk Heger, President of SWKI-SE, testified it would be discriminatory *per se* for Anadarko to charge the SWKIs one more cent than it charged other customers or its affiliate.<sup>44</sup> But Heger’s testimony ignores both the nature of Anadarko’s certificate and the Zone of Reasonableness standard.

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<sup>41</sup> Transcript, p. 106.

<sup>42</sup> Hearing Exh. A-6. Gas Sales Agreement dated June 1, 2002, ¶ 4.1.

<sup>43</sup> Transcript, p. 44.

<sup>44</sup> *Id.*, pp. 69-70.



21. As Anadarko explains, it held a limited contract-specific certificate allowing it to furnish natural gas through negotiated contracts.<sup>45</sup> Dittmore acknowledges that Anadarko's certificate allows them to charge different rates to members of the same class.<sup>46</sup> Under Anadarko's certificate, there is no requirement that the negotiated contract rates are the same for each customer. Thus, despite Heger's contention that it is discriminatory *per se* for Anadarko to charge the SWKIs one cent more than it charges an affiliate, different rates do not equal unjust rates.

22. In *Kansas Gas and Electric Co. v. Kansas Corporation Commission*, 239 Kan. 483 (1986), the Kansas Supreme Court articulated the general constitutional and legal principles applicable to rate-making decisions by state regulatory agencies.<sup>47</sup> Kansas Gas explained that “[t]he leading cases in this area clearly indicate that the goal should be a rate fixed within the ‘zone of reasonableness’ after the application of a balancing test in which the interests of all concerned parties are considered.”<sup>48</sup> The “zone of reasonable” is not a fixed number. The Courts have stated, “[t]here is an elusive range of reasonableness in calculating a fair rate of return. A court can only concern itself with the question as to whether a rate is so unreasonably low or so unreasonably high as to be unlawful. The in-between point, where the rate is most fair to the utility and its customers, is a matter for the State Corporation Commission's determination.”<sup>49</sup> The Commission has broad discretion to decide what constitutes a just and reasonable utility rate.<sup>50</sup>

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<sup>45</sup> Response to SWKIs' Petition for Reconsideration of Order on Contract Status, Sept. 3, 2019, ¶ 34.

<sup>46</sup> *Id.*, pp. 153-54.

<sup>47</sup> *Kansas Gas and Elec. Co. v. Kansas Corp. Comm'n*, 239 Kan. 483, 488 (1986).

<sup>48</sup> *Id.*

<sup>49</sup> *Id.*, at 490, citing *SW Bell Telephone Co. v. Kansas Corp. Comm'n*, 192 Kan. 39 (1963).

<sup>50</sup> *Citizens' Utility Ratepayer Board v. Kansas Corp. Comm'n*, 47 Kan.App.2d 1112, 1131 (2012).

23. Dittmore testified that when reviewing a contract, at a starting point, Staff would look at what other rates were being charged by the entity, and then look to see whether there were other options to obtain service, and whether the contract was negotiated by economic equals.<sup>51</sup> In addition to monopoly power, Staff would consider comparable rates charged to other customers when evaluating the reasonableness of the contractual rates.<sup>52</sup>

24. There is some dispute over whether the SWKIs had other options in addition to Anadarko to obtain gas. However, SWKI witness Montgomery Escue testified that the SWKIs were not required to buy a certain minimum volume of gas under either GSA, and appeared to concede that the SWKIs did not always buy gas from Anadarko while the two GSAs were in effect.<sup>53</sup> Based on Escue's testimony, the Commission finds that the SWKIs had other available sources for gas besides Anadarko. That finding is reinforced by Exhibit A-75.

25. Exhibit A-75 is a contract between Duke Energy Trading and Marketing and SWKI-SWC, dated June 19, 2002, to purchase natural gas (Duke Contract).<sup>54</sup> Since that contract was signed within a month of the 2002 GSA between Anadarko and SWKI-SWC, the Commission concludes that SWKI-SWC had options other than Anadarko for its natural gas supplier.

26. After determining that Anadarko was not exercising monopoly power in its negotiations with SWKI-SWC, the Commission examines comparable rates charged to other customers to evaluate the reasonableness of the contractual rates.<sup>55</sup> The Commission focused on contracts entered into around the time of the 2002 GSA, and gives no weight to the Freedom

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<sup>51</sup> Transcript, p. 123.

<sup>52</sup> *Id.*, pp. 123-24.

<sup>53</sup> Transcript, pp. 205-06.

<sup>54</sup> *Id.*, pp. 147-48.

<sup>55</sup> *See id.*, pp. 123-24.

Pipeline contract rates that were negotiated more than a decade later or the Black Hills' rates in effect in 2013.

27. The Duke Contract was signed within a couple of weeks of the 2002 GSA. Unfortunately, the Duke Contract used a different pricing standard than the 2002 GSA. The Duke Contract used the Northern Natural Gas Co. Demarcation Index, instead of the Panhandle Index used by the 2002 GSA. So, the Duke Contract price of the Northern Natural Gas Co. Demarcation Index, plus 25 cents does not allow for an apples-to-apples comparison of the Panhandle Index plus 50 cents per MMBtu provided in the 2002 GSA.<sup>56</sup>

28. Exhibit A-43 lists Anadarko contracts with the customer names redacted.<sup>57</sup> As SWKI witness Montgomery Escue admits, the vast majority of the customers are paying 75 cents per MMBtu plus a \$50 meter fee.<sup>58</sup> To find a fair comparison, the Commission focuses on contracts entered into around the time of the 2002 GSA. The only contract from 2002, dated March 21, 2002, offers little guidance as it uses a different index (Well Head), and has "index less gathering & fuel" listed under the delivery charge heading.<sup>59</sup> Therefore, the Commission looked at the four contracts from 2001. One contract, dated April 1, 2001, used the Panhandle Eastern Index and had a delivery charge of the Index plus 7.5.<sup>60</sup> The other three contracts, dated April 17, 2001, January 30, 2001, and April 12, 2001, all used the Panhandle Eastern Index and had a delivery charge of the Index plus 75 cents.<sup>61</sup> There are no listed contracts from 2003, and both contracts from 2004 (May 6, 2004 and March 1, 2004) used the Panhandle Eastern Index

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<sup>56</sup> See Hearing Exh. A-6. Gas Sales Agreement dated June 1, 2002, ¶ 4.1.

<sup>57</sup> Transcript, p. 190-91.

<sup>58</sup> *Id.*, p. 191.

<sup>59</sup> Exhibit A-43, Exh. 1(e), p. 1 of 3.

<sup>60</sup> Exhibit A-43, Exh. 1(a), p. 3 of 3.

<sup>61</sup> Exhibit A-43, Exh. 1(d), p. 1 of 5; Exhibit A-43 1(d), p. 4 of 5; Exhibit A-43, Exh. 1(e), p. 2 of 3.

and had a delivery charge of the Index plus 75 cents.<sup>62</sup> Exhibit A-43 suggests that that Anadarko's rates for gas from 2001-2004 were as high as the Panhandle Eastern Index with a delivery charge of the Index plus 75 cents, 25 cents higher than what SWKI-SWC paid under the 2002 GSA.

29. SWKI Exhibit 9 compares Anadarko's rates to Black Hills' rate as of 2011 but does not provide any information on when those rates took effect. As of 2011, Anadarko's delivery charges ranged from the Panhandle Eastern Pipeline published index price plus 10 cents to the Panhandle Eastern Pipeline published index price plus 75 cents.<sup>63</sup> Of the six contracts listed in SWKI Exhibit 9, the SWKIs are paying the second highest delivery charge.<sup>64</sup> Whether the contract with the highest delivery charge was filed with and approved by the Commission is not clear in the record.<sup>65</sup> Regardless, the SWKI-SWC rate is within the range of the other rates listed in SWKI Exhibit 9.

30. Taken together, Exhibit A-43 and SWKI Exhibit 9 strongly suggest that the Panhandle Eastern Pipeline published index price plus 50 cents charged to SWKI-SWC under the 2002 GSA is within the "zone of reasonableness."

31. Comparing the 2002 GSA to the 1998 GSA provides further support for a finding that the 2002 GSA is within the "zone of reasonableness." The 2002 GSA includes the same rates as the 1998 GSA:

- (a) A monthly \$0.50 meter fee;
  - (b) A fixed natural gas transportation delivery charge of \$0.50 per MMBtu;
- and

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<sup>62</sup> Exhibit A-43, Exh. 1(b); Exhibit A-43 1(d), p. 3 of 5.

<sup>63</sup> SWKI Exhibit 9.

<sup>64</sup> *Id.*

<sup>65</sup> *See* Transcript, pp. 300-301.

(c) A fluctuating natural gas commodity price based upon the Panhandle Eastern Pipeline published index.<sup>66</sup>

32. Since the Commission found the 1998 GSA contained just and reasonable rates, and there is no evidence in the record that the price of natural gas significantly decreased from 1998-2002, the Commission concludes that the rates agreed to in the 2002 GSA are within the “zone of reasonableness.” K.S.A. 66-154b only authorizes a refund upon a finding of an unreasonable, unfair, unjust or unjustly discriminatory or unduly preferential rate or charge. Therefore, SWKI-SWC is not entitled to any remedy.

33. The SWKIs argue the Filed Rate Doctrine requires a remedy that includes a refund of any *unreasonable* rate.<sup>67</sup> K.S.A. 66-154b only authorizes a refund upon a finding of an unreasonable, unfair, unjust or unjustly discriminatory or unduly preferential rate or charge. Since the Commission has found that the rates in both the 1998 and 2002 GSAs are reasonable, no remedy is appropriate. This finding is consistent with the Court of Appeals’ instruction that, “the Commission is not required to order a remedy”, and “must exercise its discretionary authority to determine whether the SWKIs are entitled to a remedy.”<sup>68</sup>

**THEREFORE, THE COMMISSION ORDERS:**

- A. The SWKIs’ Complaint is denied.
- B. Any party may file and serve a petition for reconsideration pursuant to the requirements and time limits established by K.S.A. 77-529(a)(1).<sup>69</sup>

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<sup>66</sup> Post-Hearing Brief of Anadarko Natural Gas Company, ¶ 12.

<sup>67</sup> Initial Post Hearing Brief of SWKI-Seward West Central, Inc. and SWKI-Stevens Southeast, Inc., ¶ 17.

<sup>68</sup> *SWKI-Seward West Central v. Kansas Corp. Comm’n*, 2022 WL 1052231, at \* 11.

<sup>69</sup> K.S.A. 66-118b; K.S.A. 77-503(c); K.S.A. 77-531(b).

**BY THE COMMISSION IT IS SO ORDERED.**

French, Chairperson (recusing); Keen, Commissioner; Kuether, Commissioner

Dated: 11/07/2024



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Lynn M. Retz  
Executive Director

BGF

**CERTIFICATE OF SERVICE**

14-ANGG-119-COM

I, the undersigned, certify that a true copy of the attached Order has been served to the following by means of electronic service on 11/07/2024.

ANNE E. CALLENBACH, ATTORNEY  
POLSINELLI PC  
900 W 48TH PLACE STE 900  
KANSAS CITY, MO 64112  
acallenbach@polsinelli.com

FRANK A. CARO, JR., ATTORNEY  
POLSINELLI PC  
900 W 48TH PLACE STE 900  
KANSAS CITY, MO 64112  
fcaro@polsinelli.com

BRIAN G. FEDOTIN, GENERAL COUNSEL  
KANSAS CORPORATION COMMISSION  
1500 SW ARROWHEAD RD  
TOPEKA, KS 66604  
brian.fedotin@ks.gov

CARLY MASENTHIN, LITIGATION COUNSEL  
KANSAS CORPORATION COMMISSION  
1500 SW ARROWHEAD RD  
TOPEKA, KS 66604  
carly.masenthin@ks.gov

LEE M SMITHYMAN, ATTORNEY  
FOULSTON SIEFKIN LLP  
7500 COLLEGE BOULEVARD, STE 1400  
OVERLAND PARK, KS 66201-4041  
lsmithyman@foulston.com

CONNOR A THOMPSON, ATTORNEY  
FOULSTON SIEFKIN LLP  
7500 COLLEGE BOULEVARD, STE 1400  
OVERLAND PARK, KS 66201-4041  
cthompson@foulston.com

JAMES P ZAKOURA, ATTORNEY  
FOULSTON SIEFKIN LLP  
7500 COLLEGE BOULEVARD, STE 1400  
OVERLAND PARK, KS 66201-4041  
jzakoura@foulston.com

/S/ KCC Docket Room  
KCC Docket Room