

BEFORE THE PUBLIC SERVICE COMMISSION

STATE OF MISSOURI

TRANSCRIPT OF PROCEEDINGS

Evidentiary Hearing

Monday, June 5, 2023
9:00 a.m. - 5:02 p.m.

Missouri Public Service Commission
200 Madison Street
Governor Office Building Room 310
Jefferson City, MO 65101
and WebEx

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In the Matter of the Application)
of Grain Belt Express LLC for an)
Amendment to its Certificate of)
Convenience and Necessity) File No.
Authorizing it to Construct, Own,) EA-2023-0017
Operate, Control, Manage, and)
Maintain a High Voltage, Direct)
Current Transmission Line and)
Associated Converter Station)

NANCY DIPPELL, Presiding
CHIEF REGULATORY LAW JUDGE

SCOTT T. RUPP, Chairman
JASON R. HOLSMAN
GLEN KOLKMEYER
DR. KAYLA HAHN,

COMMISSIONERS

Stenographically Reported By:
Beverly Jean Bentch, RPR, CCR No. 640

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1 The following proceedings began at 9:00 a.m.:

2 JUDGE DIPPELL: Let's go on the record. Good
3 morning. This is an evidentiary hearing in
4 EA-2023-0017. My name is Nancy Dippell. I'm the
5 Regulatory Law Judge presiding over this matter. Today
6 is Monday, June 5, 2023.

7 The Commission has set this time for an
8 evidentiary hearing in the case titled In the Matter of
9 the Application of Grain Belt Express LLC for an
10 Amendment to a Certificate of Convenience and Necessity
11 Authorizing it to Construct, Own, Operate, Control,
12 Manage and Maintain a High Voltage, Direct Current
13 Transmission Line and Associated Converter Station.

14 We are conducting this hearing in person at
15 the PSC headquarters in the Governor Office Building,
16 and we have some participants, attorneys, witnesses, and
17 some of the Commissioners at times participating via
18 WebEx video and telephone connection. I would ask
19 everyone in the room, as well as those online, to
20 silence any cell phones or other electronic devices.
21 And if you are participating via WebEx connection,
22 please mute yourself unless you need to speak. That
23 will hopefully prevent any feedback issues.

24 We will begin this morning with entries of
25 appearance. We have numerous parties. So I will just

1 go down my list and begin with Grain Belt.

2 MR. SCHULTE: On behalf of the Applicant,
3 Grain Belt Express LLC, Andrew Schulte, Anne Callenbach,
4 Sean Pluta and Jared Jevons with the Polsinelli Law
5 Firm.

6 JUDGE DIPPELL: Thank you. Commission Staff.

7 MR. PRINGLE: Thank you, Judge. Travis
8 Pringle on behalf of the Staff of the Commission.

9 JUDGE DIPPELL: The Office of Public Counsel.

10 MR. WILLIAMS: Nathan Williams appearing on
11 behalf of the Office of Public Counsel and the public.

12 JUDGE DIPPELL: Missouri Energy Commission.

13 MS. WHIPPLE: Missouri Electric Commission.

14 JUDGE DIPPELL: Sorry.

15 MS. WHIPPLE: That's okay. That's us. Peggy
16 Whipple and Alex Riley.

17 JUDGE DIPPELL: Sierra Club. I believe Ms.
18 Rubenstein is online. There she is.

19 MS. RUBENSTEIN: Yes. Good morning. Sarah
20 Rubenstein on behalf of Sierra Club.

21 JUDGE DIPPELL: Renew Missouri.

22 MS. GREENWALD: Alissa Greenwald on behalf of
23 Renew Missouri.

24 JUDGE DIPPELL: Thank you, Ms. Greenwald. I
25 appreciate her making her way to the microphone and you

1 can also come up to the podium if you need to make an
2 entry and you're not seated at a microphone nearby.
3 Clean Grid Alliance.

4 MR. BRADY: Yes, good morning, Your Honor. My
5 name is Sean Brady, and my local counsel is Annie
6 Willis.

7 JUDGE DIPPELL: Ameren Missouri has asked to
8 be excused. Missouri Landowners Association and the
9 other parties represented by Mr. Agathen.

10 MR. AGATHEN: Yes, Your Honor. Paul Agathen.
11 I represent the Missouri Landowners Alliance and a
12 number of others, intervenors. Do you want me to list
13 them?

14 JUDGE DIPPELL: If you wouldn't mind.

15 MR. AGATHEN: The Eastern Missouri Landowners
16 Alliance d/b/a as Show Me Concerned Landowners, Norman
17 Fishel, F-i-s-h-e-l, Gary and Carol Riedel, R-i-e-d-e-l,
18 and Dustin Hoffman.

19 JUDGE DIPPELL: I'm sorry. Is that Hoffman or
20 Hudson?

21 MR. AGATHEN: Did I say Hoffman? Hudson.
22 Thank you.

23 JUDGE DIPPELL: I'm glad I'm not the only one
24 getting people's names wrong. The Agricultural
25 Associations and other parties represented by Mr. Haden.

1 MR. HADEN: Good morning, Your Honor. It's
2 Brent Haden here representing the Missouri Farm Bureau
3 Federation, Missouri Cattlemen's Association, Missouri
4 Corn Growers' Association, Missouri Soybean Association,
5 Missouri Pork Association, and we've referred in the
6 pleadings and I will here as well as just the
7 Agricultural Associations or the Ag Associations. Thank
8 you.

9 JUDGE DIPPELL: Thank you. I will refer to
10 you that way as well. Thank you. Mr. Hollander.

11 MR. HOLLANDER: I'm William Hollander. I'm
12 here for myself and my wife, Amy Jo. Thank you.

13 JUDGE DIPPELL: Mr. Hollander, just to make it
14 clear, you are not an attorney, correct?

15 MR. HOLLANDER: I am an attorney.

16 JUDGE DIPPELL: Oh, you are an attorney?

17 MR. HOLLANDER: Yeah. I am mostly here to
18 observe and I'm going to defer to Mr. Agathen's
19 expertise.

20 JUDGE DIPPELL: All right. Thank you very
21 much.

22 MR. HOLLANDER: Thank you.

23 JUDGE DIPPELL: Patricia Stemme. Am I
24 pronouncing your name correctly?

25 MS. STEMME: Yes, you are, Your Honor. Good

1 morning. My name is Patricia Stemme, and I'm
2 representing my husband and I, David William Stemme.

3 JUDGE DIPPELL: And are you an attorney, Ms.
4 Stemme?

5 MS. STEMME: I am not an attorney.

6 JUDGE DIPPELL: Okay. So technically you're
7 not able to represent your husband but the Commission
8 does understand your interests are fairly aligned.

9 MS. STEMME: Fair enough. That's correct.

10 JUDGE DIPPELL: If your husband would like to
11 enter an appearance, is he here today?

12 MS. STEMME: He's not able to be here today.

13 JUDGE DIPPELL: Okay. Thank you.

14 MS. STEMME: Thank you very much.

15 JUDGE DIPPELL: And Associated Industries.

16 MR. ELLINGER: Good morning, Judge. Marc
17 Ellinger, Ellinger Bell, on behalf of Associated
18 Industries of Missouri.

19 JUDGE DIPPELL: And are there any parties
20 present that I might have missed or anybody else that
21 needs to make an entry of appearance? Okay. Seeing
22 none.

23 We are going to begin first by discussing the
24 exhibits. So the exhibits have been premarked by the
25 parties, but there was some confusion. I think some of

1 you contacted my office and maybe we didn't explain what
2 we wanted a little clearly. So I have renumbered some
3 of your exhibits and that is because Sierra Club, MEC,
4 maybe Clean Grid Alliance, I want the schedules to be
5 part of the testimony so it's one exhibit, the testimony
6 and the schedules. So where you had the schedules
7 listed out individually as exhibit numbers, those are
8 remarked and we'll get to those as we go, as far as the
9 numbering. And in addition, there was Grain Belt had an
10 errata on one of their exhibits and I was just wondering
11 -- I didn't get a chance to compare that. Was there
12 ever a complete version of the exhibit with that errata
13 sheet included?

14 MR. SCHULTE: No, Judge. We have not filed a
15 fully revised set of. We did file the one page that was
16 corrected as part of the errata, but we didn't refile
17 the entire testimony. We can do that after the hearing.
18 That witness has a couple of additional changes,
19 corrections --

20 JUDGE DIPPELL: Okay.

21 MR. SCHULTE: -- to her testimony that she'll
22 make on the stand and then we can file something that
23 encapsulates all of that.

24 JUDGE DIPPELL: That would be preferred that
25 the exhibit that we enter has all of the changes

1 incorporated. That makes it cleaner when people are
2 citing to it, and so forth. So, yes. All right. I
3 think that was my notes about exhibits.

4 Along that line, we will adopt the Proposed
5 Order of Witnesses and Cross-Examination and the Order
6 of Opening Statements that the parties presented
7 originally. And we did have a few witnesses that had
8 specific availability. We'll try to work around that as
9 well. And if availability becomes an issue as we go, I
10 would appreciate you letting me know as soon as you do.
11 We'll try to keep things moving so that hopefully we
12 won't actually be here all week. So other housekeeping
13 preliminary matters. Again, silence your phones. I
14 would appreciate you trying to speak slowly and clearly
15 and into a microphone so that our court reporter can get
16 everything down. Try not to talk over one another. We
17 have a lot of parties. So if you need to make an
18 objection, obviously make your objection, but otherwise
19 try to speak one at a time.

20 We'll try to take breaks at least once every
21 couple of hours. We do have some witnesses, as I said,
22 that are going to be appearing by WebEx. So I
23 appreciate everyone's patience with the technology.
24 Hopefully we won't have any glitches. We have our
25 courtroom technician Brian Lamons who's seated behind

1 the sign there, and he will help us out with our
2 technology as we go along.

3 If you have presentations, and so forth, for
4 your opening statements, then he is the person to see
5 with that information if you haven't already. We have
6 both confidential and highly confidential. Actually we
7 have confidential, highly confidential and highly
8 confidential-competitive information in this proceeding.
9 The Commission's preference is to keep as much of the
10 hearing in the public arena as we can. If it becomes
11 necessary, we can go in camera to hear and ask
12 questions, and so forth, about the confidential
13 information. We try to limit as much as we can, and I
14 will count on the attorneys to sort of police that
15 information and stop the proceedings if they think
16 something that's about to be said in the public arena
17 that shouldn't be is going to be said. So I will ask
18 counsel to assist me in that manner, as well as policing
19 who is in the room when we do go in camera or online.

20 As of June 1, we have a new Commissioner, Dr.
21 Kayla Hahn. She has joined us this morning, as well as
22 Commissioner Kolkmeier and Commissioner Rupp. I'm
23 expecting the other Commissioners to be online or
24 present as well during the day. We will be breaking for
25 lunch tomorrow a little early at 11:30 for a welcome

1 reception for Commissioner Hahn so she can get to know
2 members of the Staff and the public. And we will be
3 breaking sometime on Wednesday for the Commission's
4 regularly scheduled agenda. Those are the only two
5 anomalies that I'm aware of. We'll figure out the rest
6 of the schedule as we go.

7 Do the parties have any other preliminary
8 matters that need to be addressed before we begin with
9 opening statements?

10 MR. AGATHEN: Your Honor, Paul Agathen.

11 JUDGE DIPPELL: Yes.

12 MR. AGATHEN: At the outset of this case
13 starting with the application and several times after
14 that, Grain Belt Express asks that the Commission take
15 notice of the CNN case preceding this one. That would
16 be EA-2016-1358, and I'm afraid, myself included, a lot
17 of us have just assumed that that is something that we
18 could cite which probably isn't admissible unless it's
19 part of the record or you've taken administrative notice
20 of it. I would add also that we would request to take
21 administrative notice of the Final Report and Order in
22 the case preceding the one I just mentioned. That would
23 be EA-2014-0207. That was a Report and Order issued
24 July 1, 2015.

25 JUDGE DIPPELL: Thank you, Mr. Agathen.

1 And Grain Belt had at one point in one of its pleadings
2 mentioned taking administrative notice of the Report and
3 Order on Remand in the 2016 case. Would there be any
4 objection to the Commission taking administrative notice
5 of those two Reports and Orders?

6 MR. SCHULTE: No objection from Grain Belt.

7 MR. PRINGLE: Just for the record, Judge, we
8 wanted to clarify that was 0358, not 158.

9 JUDGE DIPPELL: 0358, yes, and that's the
10 Report and Order on Remand which is the Final Report and
11 Order in that case.

12 MR. AGATHEN: Actually Grain Belt asks that
13 you take administrative notice of the whole record in
14 that case that was in their application at page 18.

15 JUDGE DIPPELL: All right. I'm a little less
16 inclined to take administrative notice of the entire
17 record given that it is extensive and I don't want
18 extraneous information. So at this point I will take
19 administrative notice of the two Reports and Orders; and
20 if other items come up as we go, then I would ask you to
21 raise those issues at the time.

22 Are there any other preliminary matters? All
23 right. Hearing none. We can go ahead then and begin
24 with opening statements, and we will begin with Grain
25 Belt.

1 MR. SCHULTE: Good morning. We do have a
2 Power Point presentation. It's not heavy on the text,
3 but it will help organize the presentation a little bit
4 and we're providing copies to the Commissioners, Judge
5 Dippell and counsel. I believe it's up on the screen as
6 well.

7 Good morning, Chairman Rupp, Commissioner
8 Hahn, Commissioner Holsman, Commissioner Kolkmeyer,
9 Commissioner Coleman and Judge Dippell. On behalf of
10 the Applicant, Grain Belt Express LLC, thank you for
11 your consideration of this application to amend Grain
12 Belt Express' existing Certificate of Convenience and
13 Necessity. As set forth in the Joint List of Issues,
14 Order of Witnesses, Order of Cross-Examination and Order
15 of Opening Statements, Grain Belt has reserved a portion
16 of its opening statement time for rebuttal if necessary
17 after all parties have given their respective opening
18 statements. So just wanted to note that at the
19 beginning.

20 The Commission has often recognized that it is
21 the public policy of this state to diversify the energy
22 supply through the support of renewable and alternative
23 energy sources. The Commission has also previously
24 expressed its general support for renewable energy
25 generation, because it provides immense benefits to the

1 public. Grain Belt's appearance here today supports the
2 stated public policy goals by advocating for a
3 reasonable and feasible method to harness abundant,
4 low-cost Midwest energy via the Grain Belt Express
5 transmission line and transport it to four separate
6 balancing authorities. That is, the Southwest Power
7 Pool, the Associated Electric Commission -- sorry, the
8 AECI, MISO and PJM and adjacent regions.

9 On March 20, 2019, in File No. EA-2016-0358,
10 this Commission issued a Certificate of Convenience and
11 Necessity, or a CCN, that granted to Grain Belt Express
12 the authority to construct, own, operate, control and
13 manage an approximately 800-mile, overhead,
14 multi-terminal, 600 kV high-voltage, direct current,
15 which we refer to as HVDC, transmission line, as well as
16 associated facilities, including a converter station and
17 an alternating current, which we refer to as AC,
18 connector lines. For simplicity's sake, I will refer to
19 this as the Project. And with Grain Belt's proposed
20 amendments in this case, it will be referred to as the
21 Amended Project.

22 One of the conditions that the Commission
23 placed on Grain Belt's CCN is that any material change
24 to the design or engineering of the Project would
25 require an updated application for Commission approval.

1 Accordingly, on August 24, 2022, Grain Belt filed an
2 application to amend its existing CCN, along with the
3 supporting testimony of eleven witnesses.

4 Grain Belt's application seeks Commission
5 approval of three amendments to the design and
6 engineering of the certificated Project. The first is
7 modifying the size and location of the Missouri
8 converter station. The proposed change in size is from
9 500 MW to 2500 MW and the proposed location is from
10 Ralls County to Monroe County.

11 The second amendment requested is relocating
12 the AC connector line from Ralls County to Monroe,
13 Audrain, and Callaway Counties. That has now been
14 referred to as the Tiger Connector. This will allow
15 Grain Belt to interconnect with both AECI, Associated
16 Electric Cooperative, Inc., and the MISO system at
17 points of interconnection that are more suitable for the
18 volume of injection proposed by the Amended Project.

19 The third and final modification requested is
20 constructing the Project in two phases, allowing
21 Missouri to realize the benefits of the Project earlier
22 than it otherwise would. Staff has stated that they are
23 not opposed to the first two modifications but has
24 remained opposed to the phasing of the Amended Project.
25 I will discuss the phasing in more detail later in this

1 presentation.

2 In addition to the requested amendments, Grain
3 Belt is seeking to modify two existing conditions
4 established by the CCN Order. The only two
5 modifications are modifying the financial condition,
6 which goes hand in hand with the phasing of the Project.
7 If phasing is approved, no party contests the language
8 that should be used to modify the financial condition.

9 The only other requested modification to the
10 existing conditions is, in fact, of benefit to
11 landowners. Modifying the landowner protocols to allow
12 Grain Belt Express to offer Tiger Connector landowners
13 150 percent of fair market value instead of the
14 currently stated compensation provisions in the
15 landowner protocols.

16 This modification results in higher
17 compensation to landowners. It appears that no parties
18 are opposed to this modification, but the Missouri
19 Landowners Association and the Agricultural Groups ask
20 for more. The requests for more are both impractical
21 and illegal, and I will address that issue in more
22 detail later in the presentation.

23 There are some additional conditions that have
24 been agreed upon amongst the parties. Grain Belt has
25 agreed to provide documentation of compliance with all

1 applicable federal and Missouri environmental permits
2 prior to the erection of transmission facilities
3 associated with each phase.

4 Grain Belt has agreed to provide notice of any
5 future design, or I'm sorry, any future designation of
6 Grain Belt as a system restoration resource by a
7 regional transmission organization. And then this is
8 not really an additional condition. It's a legal
9 reality regardless of whether the Commission states it
10 or not, but we are not opposed to an explicit
11 recognition that all other existing conditions remain in
12 full force and effect unless specifically modified by
13 this order.

14 There is one condition that has been proposed
15 by Staff that an agreement has not been reached upon.
16 It is regarding the definition of material change to
17 design and engineering such that Grain Belt would be
18 required to return to the Commission for further
19 approval if certain thresholds are met. Grain Belt's
20 objection to Staff's proposed definitions is that they
21 are too low or they're irrelevant and it can trigger
22 unnecessary filings and relitigation of issues.

23 There are no other recommended conditions for
24 the Commission to rule on. Regarding the applicable
25 legal standards, in evaluating a request for a

1 certificate to construct electric plant, the Commission
2 must assess whether the Project is necessary and
3 convenient for the public service as that term is used
4 in Section 393.170.3 of the Revised Statutes of
5 Missouri. Missouri case law has found that the term
6 necessity does not mean essential or absolutely
7 indispensable, but that the additional service would be
8 an improvement justifying its cost. The evidence in
9 this case clearly shows that the Amended Project will be
10 an improvement justifying its cost.

11 The Commission routinely applies five
12 criteria, known as the Tartan Factors, in CCN cases to
13 determine whether the proposed service is necessary or
14 convenient for the public service. There must be a need
15 for the service. The proposed service must be in the
16 public interest. The applicant's proposal must be
17 economically feasible. The applicant must have the
18 financial ability to provide the service and the
19 applicant must be qualified to provide the proposed
20 service.

21 The Amended Project meets each of these
22 criteria and is therefore necessary or convenient for
23 the public interest. Referring to the CCN Order that
24 was already discussed, the Report and Order on Remand,
25 in Docket EA-2016-0358, we'll refer to that as the CCN

1 Order. The Commission's finding in that order regarding
2 the certificated Project remain in large part applicable
3 here and should be integrated into how the Commission
4 views whether the proposed amendments should be
5 approved.

6 Regarding the burden of proof, the applicant
7 in this proceeding, Grain Belt Express, bears the burden
8 of proof. This Commission recognized in the CCN Order
9 and elsewhere that the burden of proof is the
10 preponderance of evidence standard. In order to meet
11 this standard, Grain Belt must convince the Commission
12 that it is more likely than not that its allegations and
13 testimony are true.

14 During the course of this proceeding, you will
15 hear from parties both in favor and in opposition to the
16 Project and the Amended Project. The parties who oppose
17 the Project and the Amended Project as a whole offer no
18 evidence in support of their opposition. Rather they
19 submit variations on the theme that the Commission
20 should have never approved the Project in the first
21 place and therefore Grain Belt's proposed amendment
22 should be summarily rejected.

23 However, after the close of the evidence Grain
24 Belt will offer, the Commission should have no
25 hesitation that the Amended Project is necessary and

1 convenient for the public service and should be
2 approved.

3 Before turning to a more specific discussion
4 of the Tartan Factors, it should be noted that no party
5 disputes the financial ability or the qualifications of
6 Grain Belt Express and its parent company, Invenergy
7 Transmission --

8 MR. HADEN: I'm going to object. I think that
9 misstates the evidence but also misstates the standard.
10 I'm sorry. I don't normally object or interrupt during
11 an opening argument. But they have the burden --

12 JUDGE DIPPELL: I need you to speak into the
13 microphone.

14 MR. HADEN: I'm sorry. I'm normally loud
15 enough people tell me to back off the mike. I'm going
16 to object on the basis that this misstates the legal
17 standard, and I don't normally object during opening
18 argument. They have the burden. No party that's
19 opposed has to present any evidence and we are entirely
20 within the rules that we can present counter evidence or
21 through cross show that their evidence is inadequate.
22 My objection is it's not a proper argument about the
23 underlying legal standard in the case as it relates to
24 the presentation of evidence within the hearing.

25 JUDGE DIPPELL: I'm going to allow him to

1 finish his opening argument, and I'll allow you to
2 address that in yours.

3 MR. HADEN: Thank you, Judge.

4 MR. SCHULTE: To be clear, my statements were
5 not suggested to suggest that there's no opportunity to
6 cross-examine or challenge the evidence presented. My
7 statement was simply that there is no evidence presented
8 in prefiled testimony at this time with regard to why
9 the Commission should reject this application other than
10 policy statements and arguments that the original
11 Project should never have been approved.

12 So the Commission has found that Grain Belt
13 Express possesses the financial ability and
14 qualifications to develop, own and operate the Project
15 in the previous CCN Order. Because there is no
16 significant challenge to the financial ability or
17 qualifications of Grain Belt Express, my comments will
18 focus on the other three Tartan Factors: Need, Economic
19 Feasibility and Public Interest.

20 Regarding need for the Project. In the CCN
21 Order, the Commission found that the Project was needed
22 to serve potential and expected customers primarily
23 evidenced by Grain Belt's contract with the Missouri
24 Joint Municipal Electric Utility Commission, which was
25 known by the acronym of MJMEUC, now the Missouri

1 Electric Commission known as MEC. In addition to the
2 MEC contract, the Commission noted in the prior CCN
3 Order that, of course, MJMEUC and Missouri industrial
4 customers are not the only energy customers we must
5 consider in this analysis. In a state whose regulated
6 utilities participate in two regional transmission
7 organizations, it is appropriate to consider the
8 Project's effect on other market participants. There
9 was substantial evidence of demand for this Project,
10 both on the production and delivery side within the
11 relevant regional markets.

12 The MEC contract remains in place and the
13 demand for electricity supplied by the transmission line
14 continues to grow.

15 As demonstrated by the testimony of Grain Belt
16 witness Shashank Sane, the need for the Amended Project
17 is demonstrated by Memorandums of Understanding and
18 Letters of Intent with potential customers and ongoing
19 discussions with those customers. Need for the Amended
20 Project is also demonstrated by carbon emission
21 reduction goals by local utilities, demand from
22 municipalities, and demand from commercial and
23 industrial customers. There is also evidence of demand
24 for the Project outside of Missouri as demonstrated by
25 the vast majority of large utilities having net-zero

1 equivalent targets or moving to comply with aggressive
2 carbon emission reduction mandates.

3 The economic needs of the ratepayers in
4 Missouri is also a primary consideration in determining
5 the need for this Project. Grain Belt witness Mark
6 Repsher provides evidence that the Amended Project is
7 projected to lower energy and capacity cost in Missouri
8 by approximately 6.1 percent over a 40-year period
9 between 2027 and 2066, resulting in over 17.6 billion in
10 savings for Missouri residents, on an undiscounted
11 basis. In addition, the Amended Project is projected to
12 result in 7.6 billion in social benefits from avoided
13 emissions over the same 40-year period.

14 The Amended Project is also needed to improve
15 the reliability and resiliency of Missouri's and the
16 region's transmission and distribution networks. Grain
17 Belt witness Robert Baker, who adopts and supports the
18 direct testimony of Anthony Petti, provides evidence
19 that the Amended Project will mitigate high energy
20 prices during extreme weather events, mitigate high
21 resource auction prices, improve transmission system
22 restoration capabilities, and provide HVDC operational
23 flexibility.

24 Reliability and resiliency of the transmission
25 grid are also a matter of national security. You will

1 hear evidence from Grain Belt witness Jonathan Monken
2 regarding how the Amended Project improves certain goals
3 of the Department of Defense, both in supplying military
4 installations with more domestic renewable energy and
5 with diversifying the sources of electricity.

6 With regard to economic feasibility. In 2019,
7 the Commission found that the Project is economically
8 feasible because the Project links customers in Missouri
9 who desire to purchase low-cost wind power from western
10 Kansas with wind generation companies who supply that
11 power.

12 The evidence presented by Grain Belt in this
13 case reflects that this economic modeling remains the
14 same, but that demand from customers and utilities has
15 grown significantly in recent years, as I previously
16 stated in the need section.

17 There's also significant interest in wind
18 development in Kansas as evidenced by the 20 gigawatts
19 of projects in SPP's queue. That interest will only
20 grow given the recent passage of the Inflation Reduction
21 Act.

22 Although the revised cost of the entire
23 Amended Project is higher than the estimates in 2016,
24 the Amended Project remains economically feasible
25 because the cost alternative of resources is also

1 significantly increased, while demand for renewable
2 energy continues to grow. Accordingly, even with higher
3 projected cost, the energy and capacity offered by Grain
4 Belt Express is more economically and qualitatively
5 attractive than the alternatives.

6 Further, Grain Belt Express has demonstrated
7 that it has a clear and viable plan to raise capital
8 necessary to construct the Amended Project. Grain Belt
9 witness Rolanda Shine provides testimony regarding the
10 financial model used by Grain Belt to demonstrate that
11 the anticipated revenues of the Amended Project will
12 cover the cost of each phase of the Project.

13 Finally, Invenergy Transmission and Grain Belt
14 Express will continue to bear the financial risk of the
15 Amended Project and the cost of the Amended Project will
16 continue to be recovered through a merchant business
17 model. The CCN Order prohibits Grain Belt Express from
18 installing transmission facilities on easement property
19 in Missouri until it has obtained commitments for funds
20 in an amount equal to or greater than the total cost to
21 build the entirety of the multi-state project.

22 That is the financial condition that we
23 discussed previously that will be amended if the
24 Commission approves phasing. But the basic requirement
25 to provide proof of financing before installing

1 transmission facilities remains the same.

2 Accordingly, the risk of the Project or any
3 Project increases is borne exclusively by Grain Belt
4 Express. As part of this application -- I'm sorry. I
5 covered that already. So I'm going to move on to the
6 public interest.

7 In the CCN Order, the Commission found the
8 following: There can be no debate that our energy
9 future will require more diversity and energy resources,
10 particularly renewable resources. We are witnessing a
11 worldwide, long-term and comprehensive movement towards
12 renewable energy in general and wind energy
13 specifically. Wind energy provides great promise for a
14 source of affordable, reliable, safe and environmentally
15 friendly energy. The Grain Belt Project will facilitate
16 this movement in Missouri, will thereby benefit Missouri
17 citizens, and is, therefore, in the public interest, end
18 quote.

19 More recently, in the Boomtown Solar case,
20 EA-2022-0245, the Commission found, quote, legislative
21 changes considered by the U.S. Congress in the last two
22 years could significantly change energy policy and drive
23 the need for an imminent and significant expansion of
24 renewable energy resources within an uncomfortably short
25 time frame, end quote.

1 The Order further stated that the large-scale
2 expansion of renewable sources such as the Project,
3 referring to the Boomtown Solar Project, provides
4 significant risk mitigation to Ameren Missouri's
5 generation portfolio, particularly with respect to the
6 potential for additional environmental regulations,
7 changes in climate policy and carbon dioxide prices, and
8 other factors that may significantly affect the
9 operating cost and benefits of the Company's existing
10 coal-fired resources, end quote.

11 The Amended Project addresses the same issues
12 and increases the magnitude and number of the public
13 interest benefits. The Amended Project will advance the
14 public interest in the following ways: It will provide
15 local economic, fiscal and employment benefits. It will
16 reduce energy costs. It will improve energy reliability
17 and resilience. It provides benefits to national
18 security interests. Further, Grain Belt Express'
19 proposal meets the public interest goals by mitigating
20 impacts on nearby landowners and habitats through
21 appropriate routing procedures, environmental compliance
22 and continued application of the Missouri Landowner
23 Protocols, the Code of Conduct, and the Missouri
24 Agricultural Mitigation Protocols.

25 The final two Tartan Factors are Grain Belt's

1 financial ability to develop the Project, which the
2 Commission previously found that Grain Belt and
3 Invenergy together have that financial ability to
4 develop, construct, and operate the Project. In this
5 case, Staff confirmed that Invenergy Transmission's
6 financial condition has only improved since the
7 Commission's previous findings. And Grain Belt Express
8 and Invenergy Transmission continue to have the
9 financial resources to carry out the necessary
10 development work of the Amended Project prior to
11 engaging in Project specific financing for the Amended
12 Project.

13 Grain Belt Express also has a clear and viable
14 plan for raising capital necessary for the construction
15 financing, and Staff agrees with those conclusions.
16 Grain Belt is also qualified to construct, own and
17 operate the Amended Project. Similarly, the
18 Commission's previous CCN Order found that Grain Belt
19 and Invenergy together have those qualifications.

20 Grain Belt has shown through the testimony of
21 this case that each of its -- that Grain Belt Express
22 and Invenergy Transmission continue to possess the
23 expertise required to carry out the engineering
24 procurement, construction, equipment design, routing and
25 land acquisition tasks required to construct the Amended

1 Project and place it into operation. And Staff has also
2 agreed that Grain Belt Express possesses the requisite
3 qualifications.

4 Having established that Grain Belt satisfies
5 all five elements of the Tartan Factors and the Amended
6 Project is necessary and convenient for the public
7 service, there are only three specific issues in debate:
8 The phasing of the Amended Project, the modifications to
9 the landowner protocols and the definition of material
10 change in design and engineering. I'll cover each of
11 those briefly.

12 As explained in the prefiled testimony of
13 Shashank Sane and Kevin Chandler, Grain Belt is
14 requesting to construct the Project in two phases so
15 that it can deliver the benefits of the Project to
16 Missouri earlier than it otherwise would.

17 So just to be clear, Phase I will compromise
18 the HVDC portion of the Amended Project starting in Ford
19 County, Kansas, traversing the state of Missouri to the
20 interconnection at the converter station in Monroe
21 County, and then including the AC Tiger Connector which
22 will traverse southeast from Monroe County to points of
23 interconnection in Callaway County. So that's Phase I.

24 Phase II is anticipated to compromise the HVDC
25 transmission line starting at the Monroe County

1 converter station and then ending at the AEP Sullivan
2 Substation in Sullivan County, Indiana.

3 Earlier this year judicial reviews -- I'm
4 sorry. Until earlier this year, judicial reviews and
5 the Illinois statutory environment delayed Grain Belt
6 Express' receipt of a certificate from the Illinois
7 Commerce Commission. Although the Project has now
8 overcome those judicial, legislative and regulatory
9 hurdles in Illinois, the circumstances of those hurdles
10 have caused the land acquisition process, environmental
11 permitting process, and engineering to significantly
12 trail those activities in Kansas and Missouri.

13 Staff's basis for opposing the phasing of the
14 Project is not well supported and it does not account
15 for those divergent development timelines in Kansas and
16 Missouri as compared to Illinois. Grain Belt has
17 demonstrated that Phase I is financially viable as a
18 standalone Project, prior to selling any capacity on the
19 line to customers and PJM. Mr. Sane testifies that the
20 prices customers are willing to pay in MISO will cover
21 the costs of Phase I and that is reflected in the
22 financial model which is provided with the surrebuttal
23 testimony of Rolanda Shine.

24 In order to allow for phasing to occur, Grain
25 Belt is seeking those modifications to the financing

1 conditions, which we have already discussed.

2 The second remaining issue is the landowner
3 compensation demands of the Missouri Landowners
4 Association and the Agricultural Groups. Before delving
5 into the details of those proposed modifications to the
6 landowner protocols, it is helpful to review how the
7 landowner protocols came to be in the first place. When
8 Grain Belt filed for the original certificate in 2016,
9 Dianne Lanz, a witness for Grain Belt at the time,
10 provided direct testimony explaining Grain Belt's
11 approach to landowner outreach and land acquisition.

12 In order to document Grain Belt's approach,
13 Ms. Lanz attached the landowner protocol, code of
14 conduct and agricultural impact mitigation protocols.
15 During the course of the proceeding, some parties
16 suggested that those documents should be made conditions
17 to the CCN. And Grain Belt did not object. However,
18 the landowner protocols, the code of conduct and the
19 agricultural impact mitigation protocols were not the
20 subject of negotiation and neither the parties nor the
21 Commission attempted to modify the protocols from what
22 was originally presented by Ms. Lanz.

23 CCNs issued to other transmission developers
24 in Missouri do not include any conditions related to
25 landowner compensation. Some transmission developers,

1 such as Ameren Transmission Company of Illinois, or
2 ATXI, do have protocols that include similar provisions
3 to Grain Belt's landowner protocols, code of conduct and
4 agricultural impact mitigation protocols, but
5 importantly those protocols are silent regarding
6 landowner compensation. This is for good reason.
7 Landowner compensation is a function of private
8 negotiations between transmission developer and
9 individual landowners. If required, and as a last
10 resort, landowner compensation is determined by district
11 courts pursuant to the eminent domain procedure
12 statutes.

13 To be clear, Grain Belt is committed to
14 abiding by the existing landowner protocols that it has
15 agreed to, including the landowner compensation
16 provisions. Additionally, Grain Belt is committed to
17 negotiating with each landowner individually. However,
18 attempts to leverage this amendment proceeding to
19 suggest that the Commission should mandate landowner
20 compensation provisions beyond what Grain Belt has
21 already offered is inappropriate and if successful it
22 would lead to an unreasonable, discriminatory and
23 potentially ultra vires condition.

24 With that background, in this proceeding,
25 Grain Belt Express proposes a modification to the

1 landowner protocols specifically -- I'm sorry,
2 specifying that different compensation methodologies
3 will apply to the AC portion of the Amended Project, the
4 Tiger Connector, than for the HVDC portion. As the
5 original landowner protocol was designed for the HVDC
6 route and did not consider the AC connector lines
7 involved with the Project, the current protocols do not
8 allow Grain Belt Express to control for the difference
9 in transmission siting concerns when determining
10 landowner payments.

11 The proposed modifications to the landowner
12 protocol will allow Grain Belt to offer owners of
13 agricultural or horticultural land, actually all
14 landowners along the route, 150 percent of the fair
15 market value of such land. The 150 percent of fair
16 market value percentage originated in House Bill 2005
17 during the 2022 legislative session, and it applies to
18 public utilities filing applications for new line
19 certificates after August 28, 2022.

20 Although House Bill 2005 does not apply to
21 this Project, Grain Belt Express is not opposed to
22 offering the 150 percent of fair market value to
23 landowners along the Tiger Connector, but certain
24 modifications to the landowner protocols are required to
25 allow for that payment structure. Grain Belt Express

1 recognizes that some stakeholders, including the
2 Missouri Farm Bureau, have called for that 150 percent
3 payment.

4 While the modifications will mean that Tiger
5 Connector landowners will not receive the one-time
6 structure payment, which is \$6,000 for monopole
7 structures, the vast majority of Tiger Connector
8 landowners will receive more value from 150 percent of
9 fair market value without a structure payment than 110
10 percent of fair market value plus the structure payment.
11 This is especially true in a period of increasing land
12 values. Grain Belt witness Kevin Chandler discusses
13 this issue in further detail.

14 Missouri Landowners Association and the
15 Agricultural Groups are asking the Commission to
16 retroactively enforce the statute, House Bill 2005, that
17 the legislature has already recognized cannot be applied
18 retroactively.

19 The third and final remaining issue is Staff's
20 definitions of material change in design and
21 engineering. Staff witness Michael Stahlman suggests
22 that the Commission define a material change to include
23 a change in the converter station location or points of
24 interconnection, a modification of 100 MW in converter
25 station design size, a change of a half billion dollars

1 in estimated cost, and a change to injection and
2 withdrawal rights.

3 As demonstrated by the current application,
4 Grain Belt Express will file an amended application with
5 the Commission if there are design and engineering
6 changes that are materially different than the
7 certificated Project. Staff has not demonstrated why
8 defining material change is necessary, given Grain
9 Belt's demonstration of compliance with the current
10 condition.

11 Further, Staff's recommended definitions would
12 establish thresholds that are either too low or
13 irrelevant to actual material impacts on Missouri or
14 landowners. That could trigger unnecessary additional
15 applications with the Commission that further delay the
16 construction of the Project and result in unnecessary
17 relitigation of issues. Staff's recommendation to
18 establish a cost threshold in particular is not related
19 to the design and engineering issues and it would
20 fundamentally change the purpose of the original
21 condition.

22 It is also unnecessary to include a financial
23 component in that condition because the Project is
24 already subject to and will continue to be subject to
25 the financing condition or the amended financing

1 condition. Grain Belt Express' surrebuttal testimony
2 describes why the other Staff's proposed thresholds are
3 not appropriate.

4 In conclusion, Grain Belt appreciates the
5 opportunity to appear before the Commission to present
6 the amended version of the Project and to explain its
7 many benefits to the state of Missouri. Grain Belt will
8 be presenting 11 witnesses, each of whom brings unique
9 expertise on the development process and/or the various
10 benefits that the Amended Project will have on the state
11 of Missouri. We have engineers, environmental experts,
12 economists, a national security expert and several
13 management level representatives of the applicant.
14 Through their prefiled testimony and reports, the Grain
15 Belt witnesses explain the unique services and the
16 tremendous benefits offered by the Amended Project,
17 including:

18 High capacity, regionally diverse renewable
19 energy, reliability and resiliency features such as
20 black start capability and interregional transfers,
21 significant reductions in energy and capacity rates for
22 Missouri ratepayers, national security benefits, and
23 increases in local jobs and taxes. This evidence
24 establishes that the Grain Belt Express Project
25 satisfies the Tartan Factors by a significant margin,

1 and is a Project with benefits that easily justify its
2 costs. It is also a Project that is necessary and
3 convenient for the public interest. Thank you for your
4 indulgence.

5 JUDGE DIPPELL: If you could stay there for
6 just a second. Let's see if there's any questions from
7 the Commission for you. Chairman Rupp.

8 CHAIRMAN RUPP: I'll wait until your witnesses
9 come up. Thank you.

10 JUDGE DIPPELL: Any of the other
11 Commissioners? I just have one quick question, a legal
12 question about the new requirements under the Bill. Do
13 you think that the Commission has the authority to
14 include all of the provisions of HB 2005 as conditions
15 to the certificates?

16 MR. SCHULTE: No. While we certainly
17 recognize that the Commission has the authority to
18 approve reasonable conditions on an application for a
19 certificate, I believe that applying, retroactively
20 applying House Bill 2005 would be unreasonable and the
21 reason that it would be unreasonable because as the
22 legislature already recognized, a Project that is
23 already under development, and in this case this Project
24 has acquired 87 percent of the land necessary for Phase
25 I, to go back and apply different standards for a

1 Project that has already been under development for that
2 length of time is unconstitutional and therefore for the
3 same reasons that the legislature found that retroactive
4 application of a bill is unconstitutional the same
5 application, retroactive application of those same
6 provisions by the Commission, would certainly be
7 unreasonable.

8 JUDGE DIPPELL: I might ask you and the other
9 attorneys to, when you file your briefs, to maybe brief
10 that point and include any legal precedent supporting
11 one way or the other.

12 MR. SCHULTE: Absolutely.

13 JUDGE DIPPELL: Thank you. I think that's all
14 the questions then. You may be seated. Missouri
15 Electric Commission.

16 I'm sorry. I'm going to go ahead and mark
17 your opening statement as a demonstrative exhibit, not
18 as evidence, but just to keep it so that it's easy to
19 refer to in the record. So I'm going to give that
20 Exhibit No. 23. Go ahead, Ms. Whipple.

21 MS. WHIPPLE: Good morning. I am Peggy
22 Whipple and my co-counsel Alex Riley and I have the
23 privilege today of representing the Missouri Joint
24 Municipal Electric Utility Commission d/b/a the Missouri
25 Electric Commission, and that's a really long name. And

1 so for all of our convenience this week, we'll just
2 refer to ourselves as MEC, if that's okay.

3 MEC is authorized by Section 393.710 of our
4 Missouri statutes to exercise the powers of a political
5 subdivision of the state for the benefit of the citizens
6 of every municipality that jointly has contracted to
7 create MEC. So for the benefit of the 72 Missouri
8 municipal members, who together serve over 350,000
9 Missouri electric customers, MEC analyzed the amendments
10 that Grain Belt is now requesting of this Commission for
11 its CCN.

12 I think it's important to emphasize here for
13 the Commission that MEC undertook this analysis not
14 because of this litigation but instead in its own role
15 as a joint action agency meeting the needs of its
16 municipal members. So MEC commissioned an independent
17 energy study of the Amended Grain Belt Project and then
18 tasked its own subject matter experts to determine
19 whether the Amended Project is beneficial to MEC's
20 members.

21 MEC came to the unqualified conclusion that
22 the Amended Grain Belt Project will benefit not only
23 MEC's members but all electric customers in MISO. So
24 MEC intervened in this case not to take a position on
25 any particular condition that this Commission might

1 order or not on Grain Belt's CCN, but instead to bring
2 this Commission the same evidence that persuaded MEC
3 that the Amended Grain Belt Project will indeed bring
4 more low-cost renewable energy to Missouri as quickly as
5 possible.

6 To do this, MEC brings this Commission the
7 testimony of three witnesses to provide evidence that
8 satisfies the requirements of two of the five Tartan
9 Factors, the need for Grain Belt's requested amendments
10 to its CCN and how those amendments promote the public
11 interest. MEC's President and CEO John Twitty and its
12 Chief Electric Operations Officer John Grotzinger will
13 testify that MEC's transmission service agreement with
14 Grain Belt and MEC's related power purchase agreement
15 with the Sante Fe Wind Project are firm, firm contracts,
16 that will allow 200 MW of low-cost renewable energy to
17 flow across Grain Belt's transmission path and into MISO
18 and AECI. Mr. Twitty and Mr. Grotzinger will testify
19 that 136 MW of that contracted 200 MW are already under
20 firm contracts with 35 municipal members of the Missouri
21 Public Energy Pool and also the cities of Centralia,
22 Columbia, Hannibal and Kirkwood.

23 Mr. Grotzinger will testify that he expects
24 other MEC municipal members, particularly those who are
25 located within the AECI region, to be interested in

1 taking advantage of the remaining 64 MW, or frankly even
2 more, of Grain Belt's Kansas wind because they won't
3 need a costly separate transmission path through SPP or
4 MISO. Mr. Grotzinger and MEC's Chief Markets Officer
5 Rebecca Atkins will testify that they and MEC's
6 independent study have concluded that. In 2028, the
7 first full year of operation, Grain Belt is projected to
8 reduce the marginal energy component of all locational
9 marginal prices across the entire MISO footprint on
10 average by \$1.77 per MW hour. What does that mean?

11 Well, that price drop will result in over \$1.1
12 billion in marginal energy savings for electric
13 customers in MISO. No witness has testified in any
14 prefiled testimony contrary to MEC's evidence of the
15 need for Grain Belt's Amended Project which undeniably
16 promotes the public interest. Thank you.

17 JUDGE DIPPELL: Thank you. Are there any
18 questions for MEC? Chairman.

19 CHAIRMAN RUPP: Thank you, Judge. I
20 appreciate it. So would it be Mr. Grotzinger or Ms.
21 Atkins, who should I address questions to on back when
22 it was MJMEUC and you guys had expressed interest of
23 purchasing power and sending it out to memberships and
24 you had enough information in the previous case --

25 MS. WHIPPLE: Yes.

1 CHAIRMAN RUPP: -- I remember numbers of
2 anticipated cost of energy on a MW hour. I can't
3 remember if they're highly confidential or not, so I'm
4 not going to mention them.

5 MS. WHIPPLE: Of course.

6 CHAIRMAN RUPP: Whom should I address that on
7 any material changes from the original interest that
8 MJMEUC had shown and the entering of the PPAs and things
9 to where we are now?

10 MS. WHIPPLE: Mr. Grotzinger will answer every
11 question.

12 CHAIRMAN RUPP: Great. Thank you.

13 MS. WHIPPLE: He'll be ready for you.

14 CHAIRMAN RUPP: Thank you.

15 MS. WHIPPLE: You bet.

16 JUDGE DIPPELL: Are there any other Commission
17 questions? Commissioner Kolkmeyer.

18 COMMISSIONER KOLKMEYER: Yes. Good morning.
19 Thank you, Judge. Good morning.

20 MS. WHIPPLE: Good morning.

21 COMMISSIONER KOLKMEYER: You stated that the
22 study that MEC did for this Project will benefit MISO.

23 MS. WHIPPLE: Yes.

24 COMMISSIONER KOLKMEYER: Will it benefit SPP
25 because the Company said that it benefited SPP?

1 MS. WHIPPLE: MEC did not look at, didn't
2 approach their study from that perspective. They looked
3 -- because, of course, they're really interested in
4 Missouri, right.

5 COMMISSIONER KOLKMEYER: Yes.

6 MS. WHIPPLE: And so they focused their study
7 on MISO and AECI, and I would submit, and certainly our
8 witnesses can tell you even better than I, that the fact
9 that each of us have approached this question from a
10 somewhat different perspective should be very helpful to
11 the Commission because every study to my knowledge, even
12 Staff's analysis, has come up with a positive answer
13 from whatever perspective anybody looked at these
14 requested amendments we've all come to the same
15 conclusion that these amended -- this Amended Project is
16 beneficial to the public. And so, no, our focus was on
17 Missouri and MISO.

18 COMMISSIONER KOLKMEYER: Okay.

19 MS. WHIPPLE: I know others focused somewhat
20 differently.

21 COMMISSIONER KOLKMEYER: Okay. That may be a
22 question for the Company.

23 MS. WHIPPLE: Most likely.

24 COMMISSIONER KOLKMEYER: Yes. Thank you.

25 MS. WHIPPLE: You're most welcome.

1 JUDGE DIPPELL: Thank you. Are there any
2 other Commission questions?

3 MS. WHIPPLE: Thank you.

4 JUDGE DIPPELL: All right. Thank you, Ms.
5 Whipple. Sierra Club.

6 MS. RUBENSTEIN: Good morning. I'm hoping you
7 can hear and see me adequately.

8 JUDGE DIPPELL: We can.

9 MS. RUBENSTEIN: Great. Commissioners, Judge
10 Dippell, thank you for the opportunity to appear here
11 today. I'm Sarah Rubenstein and I represent Sierra Club
12 in this case. Sierra Club takes the position only with
13 respect to the first issue in the case.

14 Sierra Club respectfully asks that the
15 Commission grant the requested amendments to the
16 Certificate of Convenience and Necessity for the Grain
17 Belt Express Transmission Project. In this proceeding,
18 Sierra Club submitted the rebuttal testimony of Michael
19 Mulligan who's been a leading electric transmission
20 planning expert for decades.

21 I offer three general points in support of
22 granting the CCN which are supported and explained in
23 the Mulligan testimony. First, the Grain Belt Express
24 line will provide significant economic benefits to
25 Missouri. The operational economic benefits from

1 building transmission primarily result from a reduction
2 in transmission constraints enabling access of remote
3 generation resources that may have lower variable costs
4 of producing energy such as wind and solar.

5 Recent studies have found that transmission
6 system congestion costs customers billions of dollars
7 per year in MISO and SPP. For example, as is shown in
8 Mr. Mulligan's testimony, total congestion costs in 2021
9 reached 2.8 billion in MISO and 1.2 billion in SPP. By
10 providing a new pathway connecting generation resources
11 to demand, existing constraints between Kansas and
12 Missouri, within Missouri and between Missouri and more
13 eastern grid regions will be reduced.

14 The Grain Belt Express would help alleviate
15 the curtailment of renewable energy by providing a new
16 outlet to regions that need cost effective energy. By
17 removing congestion and improving access to low-cost
18 generation, the Grain Belt Express will lower costs for
19 Missouri customers throughout the state.

20 Second, the Grain Belt Express will increase
21 operational reliability of the grids in Missouri and
22 will improve long-term resource adequacy. Operational
23 reliability will be enhanced by the stronger links
24 between regions that would help the grid respond to
25 disturbances such as those of a large power plant.

1 A stronger connection to neighboring areas
2 allows for greater contingency reserve sharing and for a
3 better more coordinated economic dispatch response as
4 part of the recovery from the disturbance. Stronger
5 transmission connections would allow for more
6 coordinated resource planning across regions. Resource
7 adequacy will be enhanced because utilities in Missouri
8 will have broader access to projects when they plan to
9 meet their reserve margin requirements. Both Evergy and
10 Ameren have stated recent plans to build significant
11 wind and solar in coming years and the Grain Belt line
12 would provide an opportunity to procure this generation.

13 The third point offered in our testimony is
14 that the Grain Belt Express will improve grid resilience
15 in Missouri as it will link together large geographic
16 areas both in terms of geography and grid regions that
17 include MISO, SPP and PJM. In effect, the Grain Belt
18 Express will help create a larger geographic electrical
19 area which during storms helps make the grid larger than
20 the storm enabling relatively remote resources not
21 affected by a severe storm to deliver load centers
22 within the storm that otherwise might be without power.
23 The expanded capacity of the Grain Belt Express would
24 deliver significant resilience benefits during storms
25 and similar events by allowing more power to flow

1 between grid regions. Thank you very much.

2 JUDGE DIPPELL: Thank you. Are there any
3 questions for Sierra Club?

4 CHAIRMAN RUPP: Not at this time.

5 JUDGE DIPPELL: I'm not seeing any. Thank
6 you.

7 MS. RUBENSTEIN: Thank you.

8 JUDGE DIPPELL: Renew Missouri.

9 MS. GREENWALD: Good morning and may it please
10 the Commission. My name is Alissa Greenwald and I'm
11 appearing on behalf of Renew Missouri.

12 In 2019, the Commission granted Grain Belt a
13 CCN to construct the Missouri portion of an
14 approximately 800-mile inter-regional transmission line
15 that will transport the abundant wind resources of
16 southwestern Kansas across Missouri and onward into the
17 PJM interconnection. The line was slated to drop 500 MW
18 of clean energy off in Missouri, and through a contract
19 with the Missouri Electric Commission, would deliver
20 clean, low-cost energy to the municipal utilities in the
21 state.

22 In the original case, Renew Missouri supported
23 Grain Belt's application due to the Project's ability to
24 promote grid reliability, relieve congestion, promote
25 renewable energy, meet local load serving needs, and to

1 provide downward pressure on customer rates.

2 Ultimately, the Commission concluded that the original
3 project was needed and served the overall public
4 interest through economic and environmental benefits.

5 The Commission also determined that any negative impacts
6 to landowners would be mitigated through landowner
7 protocols and other Commission-ordered landowner
8 protections.

9 The Commission's Report and Order stated there
10 can be no debate that our energy future will require
11 more diversity in energy resources, particularly
12 renewable resources. We are witnessing a worldwide,
13 long-term and comprehensive movement towards renewable
14 energy in general and wind energy specifically. Wind
15 energy provides great promise as a source for
16 affordable, reliable, safe, and environmenatally
17 friendly energy. The Grain Belt Project will facilitate
18 this movement in Missouri, will thereby benefit Missouri
19 citizens and is, therefore, in the public interest.

20 Now, after several years of developing the
21 original project and with working with landowners to
22 achieve the passage of legislation addressing landowner
23 concerns, Grain Belt has proposed an amendment to its
24 original CCN that will deliver 2005 MW of clean,
25 reliable, and low-cost energy at points of

1 interconnection in the state, serving the growing demand
2 for clean energy among our municipal utilities and large
3 commercial customers, lowering prices across the MISO
4 footprint, and providing reliability and resiliency
5 benefits to the grid.

6 Grain Belt also proposes a payment structure
7 for landowners along the Tiger Connector route in line
8 with what parties negotiated and ultimately agreed to in
9 the legislature. Grain Belt's application comes at a
10 time where the federal government, Missouri utilities,
11 and the largest commercial customers in our state are
12 all taking action to meet aggressive sustainability
13 goals. And recent CCN applications before this
14 Commission have demonstrated that rapidly growing demand
15 for renewable resources.

16 Grain Belt, Sierra Club, Clean Grid Alliance,
17 and the Missouri Electric Commission have all put forth
18 credible evidence speaking to the need for the Amended
19 Project and the benefits it will provide for our state
20 and the region. In addition, Renew Missouri witness
21 James Owen will be available later this week to discuss
22 how the Amended Project furthers the public policy of
23 the state and to answer any questions the Commissioners
24 may have.

25 Overall, this additional infusion of clean

1 energy into Missouri further enhances the very benefits
2 that the Commission recognized as beneficial to the
3 state in its 2019 Report and Order. We urge the
4 Commission to grant Grain Belt's proposed amendments
5 ensuring that those same economic, environmental and
6 larger grid benefits reach our state in an even greater
7 way.

8 And just quickly for convenience to Judge
9 Dippell and the parties, I will run through which issues
10 Renew Missouri has taken a position on. For Issue 1
11 subparts A and B, and Issue 2, Renew Missouri supports
12 Grain Belt's position, and Renew Missouri has taken no
13 other positions at this time. Thank you. And I'm happy
14 to answer any questions.

15 JUDGE DIPPELL: Are there any questions for
16 Renew Missouri? Thank you, Ms. Greenwald.

17 MS. GREENWALD: Thank you.

18 JUDGE DIPPELL: Clean Grid Alliance.

19 MR. BRADY: Good morning, Chairman,
20 Commissioners, Judge Dippell, I'm Sean Brady. My
21 co-counsel is Annie Willis. We represent Clean Grid
22 Alliance in this matter.

23 Clean Grid Alliance supports the Grain Belt's
24 requested amendment to its Project and to its CNN that
25 it was granted in EA-2016-0358. Those amendments

1 increase the benefits to Missouri meeting the state's
2 needs, electric needs, its public interest, as well as
3 ensures the Project's economic feasibility.

4 In this case, CGA has one witness, Michael
5 Goggin. Mr. Goggin has testified in about 15 or 16
6 certificate of need cases regarding transmission lines
7 for CGA over the last ten years. His testimony will
8 address three of the Tartan Factors: Need, public
9 interest and economic feasibility. There are three
10 points in his testimony I'd like to briefly summarize.

11 First, he talks about how wind, solar and
12 transmission together provide value to Missouri. He
13 goes into detail and has verified that the wind and
14 solar resources in Kansas are lower cost than are what
15 here in Missouri as well as east of Missouri and the
16 delivery of those resources into Missouri lowers your
17 energy and capacity prices, offers electricity at rates
18 that would be in a need for Missouri, in its public
19 interest and also ensures the Project's economic
20 feasibility.

21 Mr. Goggin also looked at the Project's
22 reliability and resilience. Basically he did a case
23 study of sorts, what if Grain Belt Express was in
24 existence during Winter Storm Elliott and what would be
25 the value of the line provided to PJM, MISO and SPP. It

1 was an economic analysis that he had done. He found
2 that the Project if it were in place at that time would
3 have provided an economic value or benefit of between 39
4 and \$80 million to the SPP, MISO and PJM footprints.

5 The third topic that Mr. Goggin addresses are
6 the emission reductions off the line. He performed an
7 analysis using the AVERT model of how much emissions
8 would be reduced by the transmission -- by the line
9 using renewable resources in Kansas, how it would defer
10 the use of fossil fuel plants and how that benefits
11 Missouri, one, due to current clean energy of emission
12 reduction goals from entities in Missouri, as well as
13 the potential emission reduction goals of the U.S. EPA
14 are expected or anticipated to issue here in 2023.

15 Essentially, Mr. Goggin's testimony
16 supplements that which Grain Belt put forward, and so in
17 this matter, after reviewing the testimony and the facts
18 in this case, we ask that you -- we recommend that you
19 approve Grain Belt's amendment to its CCN. With that
20 I'm happy to answer questions.

21 JUDGE DIPPELL: Thank you. Are there
22 questions for the Clean Grid Alliance?

23 CHAIRMAN RUPP: Just one, Judge. You
24 mentioned your witness Mr. Goggins has testified 15
25 times in CCN cases. Has he ever testified in opposition

1 to any CCNs?

2 MR. BRADY: I do not believe he has.

3 CHAIRMAN RUPP: Great. Thank you.

4 JUDGE DIPPELL: Are there any other Commission
5 questions?

6 MR. BRADY: Thank you.

7 JUDGE DIPPELL: Thank you. The Office of
8 Public Counsel.

9 MR. WILLIAMS: Thank you. Public Counsel
10 waives opening.

11 JUDGE DIPPELL: Commission Staff.

12 MR. PRINGLE: Thank you, Judge Dippell,
13 Commissioners, Chairman Rupp. May it please the
14 Commission. This case involves a request of Grain Belt
15 Express LLC to amend its Certificate of Convenience and
16 Necessity. The original CCN was granted in Case No.
17 EA-2016-0358 in this Commission's Report and Order on
18 Remand. Grain Belt has requested three amendments to
19 that CCN Order and they are relocating the Missouri
20 converter station from Ralls County to Monroe County and
21 increasing the capacity of the Missouri converter
22 station from 500 MW to 2500 MW.

23 Grain Belt has also requested to relocate the
24 AC connector, which has now become known as Tiger
25 Connector, from Ralls County to Monroe, Audrain and

1 Callaway Counties. And Grain Belt has also requested to
2 construct the Project in two distinct phases rather than
3 the one phase that was initially approved by this
4 Commission. To determine whether the requested
5 amendments are necessary and convenient for the public
6 interest as contemplated under Section 393.170, RSMo,
7 Staff applies what have become known as the Tartan
8 Factors. Those Tartan Factors are whether there is a
9 need for the Project, whether Grain Belt is qualified to
10 construct, maintain and operate the Project, whether
11 Grain Belt has the financial ability to construct,
12 maintain and operate the Project, whether Grain Belt has
13 shown the Project is economically feasible, and whether
14 Grain Belt has shown the Project is in the public
15 interest.

16 While Staff did not have any concerns
17 regarding Grain Belt's qualifications or financial
18 ability to construct, maintain and operate the Amended
19 Project, Staff does question whether the Amended Project
20 is needed or economically feasible and thus whether it
21 is in the public interest.

22 However, Staff does not oppose Grain Belt's
23 request to relocate and increase the capacity of the
24 Missouri converter station or relocate the Tiger
25 Connector subject to the following conditions: That all

1 previously ordered conditions established by this
2 Commission's previous order should remain in place
3 unless otherwise modified by this Commission. Grain
4 Belt has agreed to this condition.

5 Also, that Grain Belt provide documentation
6 that all relevant permits have been received prior to
7 approval or in lieu of that require Grain Belt to
8 receive approval for all relevant permits and submitting
9 those permits prior to construction as set forth in the
10 rebuttal testimony of Staff witness Cedric Cunigan.

11 While Grain Belt has agreed to that condition,
12 Staff will be modifying that condition to also include
13 Missouri specific environmental studies, as well as the
14 permits themselves.

15 Staff also proposed that Grain Belt provide
16 notice to Staff the Project had been designated as a
17 system restoration resource if that designation occurs
18 in the future. This was set forth in the rebuttal
19 testimony of Staff witness Claire Eubanks. Grain Belt
20 has also agreed to this condition.

21 Now, Staff has also recommended via the
22 testimony of Staff witness Michael Stahlman that a
23 material change in design and engineering of the Project
24 be defined. Staff has proposed that a material change
25 be defined as a change in the converter station location

1 or the points of interconnection, any modification of
2 100 MW in converter design size, a change of half a
3 billion dollars or more in estimated cost of the
4 Project, change in obtaining of injection rights, and a
5 change in the rights to withdraw 100 MW from MISO in the
6 current proposed zero MW.

7 Staff is open to discussing these definitions
8 and further clarifying them. However, Staff does
9 believe that these definitions are required so we can
10 understand better what Grain Belt is building. Grain
11 Belt Express -- Staff also recommends that Grain Belt
12 provide as-built drawings of the various stages of the
13 design, construction and installation of associated
14 equipment included with the Project as they become
15 available as set forth in the rebuttal testimony of
16 Staff witness Alan Bax.

17 At this time, Staff cannot recommend approval
18 of Grain Belt's request to construct the Project in two
19 phases. As described in the rebuttal testimony of Staff
20 witness Michael Stahlman, this Commission when it
21 initially granted Grain Belt the original CCN in part
22 relied on the Project sales to PJM as support of the
23 Project's economic feasibility. However, by dividing
24 the Project into two phases, there is a risk that the
25 second phase, which would enable the Project to sell to

1 PJM, is never completed. That being said, if the
2 Commission were to approve the phasing amendment, the
3 implementation of Staff's recommended conditions above,
4 as well as the modifications to the financial conditions
5 as proposed by Staff witness Dr. Seoung Joun Won, would
6 mitigate but not eliminate Staff's concerns about
7 phasing. If the Commission were to approve the phasing
8 amendment, Grain Belt has agreed to Dr. Won's
9 modifications with the inclusion of a definition for,
10 quote, installed transmission facilities, end quote. At
11 this time Staff has no objection to the inclusion of
12 that definition if this Commission were to approve
13 phasing.

14 Finally, Grain Belt has requested a
15 modification of the landowner protocols. This
16 modification would modify the landowner compensation
17 package for landowners along the proposed Tiger
18 Connector to be 150 percent of the fair market value of
19 their land. This would differ from the compensation
20 package ordered by this Commission in EA-2016-0358.
21 That package stands at 110 percent of fair market value
22 with one-time payments for structures built upon the
23 land. If the Commission decides to approve Grain Belt's
24 request, Staff does recommend that Grain Belt file with
25 the Commission revised landowner protocols that will

1 clearly articulate the compensation package offered to
2 landowners along different parts of the route by phase
3 and/or land type and as modified pursuant to the
4 Commission decision on that issue.

5 While staff continues to have concerns
6 regarding the need and economic feasibility of the
7 Amended Project and thus whether it is in the public
8 interest, Staff does not oppose a relocation or capacity
9 increase of the Missouri power converter station or the
10 relocation of the Tiger Connector subject to the
11 Commission ordering Staff's recommended conditions.

12 At this time, Staff does not recommend
13 approval of Grain Belt's request to construct the
14 Project in two phases. And staff recommends that if the
15 Commission does approve Grain Belt's request to modify
16 the landowner protocols and landowner compensation
17 package that the Commission also order Grain Belt to
18 file a revised landowner protocol that clearly
19 articulates the compensation package being offered by
20 phase and/or line type to landowners.

21 Besides staff witness Michael Stahlman, Dr.
22 Won, Claire Eubanks, Cedric Cunigan and Alan Bax, Staff
23 witnesses Jordan Hull, Shawn Lange, Krishna Poudel and
24 Michael Rush are also here to answer any questions you
25 may have about Staff's analysis in this matter. I'm

1 happy to take any questions you may have at this time.

2 Thank you.

3 JUDGE DIPPELL: Are there questions for Staff?

4 Mr. Chairman.

5 CHAIRMAN RUPP: Thank you, Judge. Can you
6 just high level walk me through the Staff's concern over
7 the premise that this was originally granted off of the
8 funds that would be generated through the PJM and if
9 Phase I is completed what is the concern moving forward
10 from Staff's perspective?

11 MR. PRINGLE: Staff's perspective on that is
12 at this time from Staff's review not much has changed
13 since that original CCN was granted. The economic
14 feasibility still seems to be dependent upon connecting
15 the PJM for sales. There have been no additional
16 contracts that we know of besides the MEC contract that
17 has been discussed previously. It pretty much just
18 comes to we don't see anything that's changed since that
19 Order was approved by this Commission and for it to be
20 maintained.

21 CHAIRMAN RUPP: I understand that part, but
22 I'm not extrapolating that fear moving forward. So the
23 fear is they're not going to have the money -- is it
24 Staff's position they're not going to have the money to
25 finish Phase I or is it they finish Phase I and then

1 there's not enough money to finish Phase II?

2 MR. PRINGLE: We're afraid of a risk that once
3 if Phase I is completed -- phasing is approved and Phase
4 I is completed that there's a risk Phase II is never
5 completed and if that's the case this will most likely
6 become a much more different Project than what was
7 approved by the Commission originally.

8 CHAIRMAN RUPP: Where are the bulk of benefits
9 to the Missouri customers found? In Phase I or Phase
10 II?

11 MR. PRINGLE: If phasing is granted, it should
12 be Phase I, but at the same time we just still haven't
13 seen anything that would show any increase in benefits
14 at this time if the phasing was approved.

15 CHAIRMAN RUPP: So this is where I'm
16 struggling. The fear is that Missourians would get most
17 of the benefits through Phase I but Staff has concern
18 that Phase II might not. So I guess my question would
19 be, let's make the assumption that Phase II is not
20 built. How would Missourians be harmed if Phase II was
21 not completed, only Phase I?

22 MR. PRINGLE: That would come down to if the
23 line isn't further subscribed to, if we now have 2500 MW
24 but we only have the agreement in place with MEC and no
25 other further agreements are entered into and right now

1 we have not seen any, there is a concern that the
2 Project will not be feasible because there won't be
3 enough people connecting and subscribing to it.

4 CHAIRMAN RUPP: So Staff basically has
5 concerns that there won't be enough subscribers for
6 Phase I, the full 2500?

7 MR. PRINGLE: Right. At this time we have not
8 seen anything to show that there are enough people for
9 that, are enough customers in place.

10 CHAIRMAN RUPP: Great. Thank you, Judge.

11 JUDGE DIPPELL: Is there any other Commission
12 questions? Thank you, Mr. Pringle.

13 MR. PRINGLE: Thank you, Judge. Thank you,
14 Commissioners.

15 JUDGE DIPPELL: The Missouri Landowners
16 Alliance. When I refer to MLA, I'm including your other
17 clients, Mr. Agathen.

18 MR. AGATHEN: Thank you, Judge. Mr. Chairman,
19 members of the Commission, Judge Dippell. My name is
20 Paul Agathen. I have the privilege of representing not
21 only the Missouri Landowners Alliance in this case but
22 four other intervenors who are opposed to the
23 construction of the Grain Belt Project. If there's no
24 objection, I'll start with the issue of Grain Belt's
25 request for a five-fold increase in the capacity of the

1 Missouri converter station. That proposal should be
2 rejected because it fails to meet two of the
3 Commission's Tartan requirements.

4 The first is that there must be a need for the
5 additional 2000 MW of capacity in the converter station.
6 And the second is that the Project is supposed to be
7 economically feasible. The evidence does not show that
8 it is.

9 As to the first of these factors regarding
10 need, in the last case the Commission found that the
11 Project was needed primarily because of the benefits it
12 provided to a group now known as the MEC. The MEC had
13 purchased capacity from Grain Belt line for sale or
14 distribution somehow to other municipal Missouri systems
15 throughout the state. The last case was decided more
16 than four years ago, the last CCN case for Grain Belt.

17 At that point, Grain Belt had firm contracts
18 for the sale of only 161 MW of capacity in Missouri, 161
19 MW. That total consisted of 136 MW to the MEC and 25 MW
20 to a merchant firm named Realgy, R-e-a-l-g-y.

21 Actually Grain Belt's efforts to sell capacity
22 down the line began well before the last case was being
23 heard. Grain Belt filed its first CCN case at the
24 Commission back in 2014, some nine years ago. And over
25 these past nine years, including the four years since

1 the conclusion of the last CCN case, they still have
2 sold only 161 MW of capacity in Missouri. It's even
3 worse than that sounds.

4 135 MW purchased by the MEC was a sweetheart
5 deal sold by Grain Belt at below market rates. They say
6 it was obviously a means for Grain Belt to get their
7 foot in the door in Missouri. So ignoring the below
8 market sale to the MEC, that logically leaves only the
9 25 MW purchased by Realgy as a true barometer of the
10 demand for capacity on the Grain Belt line. It's 25 MW
11 that they've been trying for nine years to sell. And
12 Grain Belt has failed to prove in this case that there's
13 a need for five times the capacity which Grain Belt
14 couldn't sell to begin with.

15 I should note here that if you do reject the
16 increase in the converter station, the situation simply
17 remains as it is today. We revert to the last CCN case,
18 Grain Belt is allowed to build its converter station,
19 500 MW converter station, and the MEC still gets the
20 benefits of its sweetheart deal that it made originally
21 with Grain Belt. Everything continues as it is today,
22 in other words. So it's not an all or nothing
23 proposition here.

24 As to economic feasibility in the last case
25 the Commission found this factor was satisfied for the

1 Project as a whole because Grain Belt could sell 3500 MW
2 into the PJM market out east at rates substantially in
3 excess of what they could get in MISO in Missouri.
4 However, that conclusion no longer demonstrates the
5 economic feasibility of the revised Project and that's
6 true for two potential reasons.

7 First, if you approve Grain Belt's proposal to
8 divide the Project into two phases, Grain Belt will no
9 longer be obligated to build the Phase II ever, they can
10 just walk away from it. And without Phase II, the
11 Project would lose its main connection to the PJM market
12 which the Commission in the last case found to be vital.
13 But even if Phase II is eventually built, there's no
14 evidence in this case that the prices paid in PJM still
15 support the entire Project as a whole as they did in the
16 last case.

17 It's particularly true because Grain Belt's
18 newest proposal would reduce the capacity available to
19 PJM from 3500 MW in the last case to only 2500 MW in
20 this case. So obviously the reduced capacity going into
21 PJM market means lower revenue coming in to support the
22 Project as a whole.

23 We have one other issue related to financial
24 viability of the Amended Project. Last year Invenenergy
25 filed a formal complaint with the FERC against MISO.

1 The objective of Invenergy was to force MISO to include
2 the Grain Belt Project in what's called MISO's base
3 case. That base case is the starting point for MISO's
4 analysis of what transmission projects should be added
5 in the future.

6 We contend that if Invenergy is successful,
7 then they could permanently or potentially at least
8 eliminate new MISO transmission projects which would
9 otherwise compete with the Grain Belt line. So for all
10 of the above reasons, we urge the Commission to reject
11 Grain Belt's proposal to increase by five-fold the
12 capacity of the converter station in Missouri.

13 The next issue is whether to approve the
14 relocation of the converter station and the associated
15 AC lines to tie it to the grid. The outcome in this
16 issue will be dependent at least in part upon how you
17 decide the first issue regarding the expansion of the
18 converter station.

19 If you reject the proposed expansion in the
20 converter station, then there's no reason to relocate
21 the converter station or the associated lines. So the
22 relocation issue would be moot. If you do approve the
23 expansion of the converter station, we take no position
24 as to where it should be relocated to. Grain Belt's
25 third proposed amendment is to construct a project in

1 two phases.

2 As I mentioned, if you approve that proposal,
3 then Grain Belt would have no obligation ever to
4 complete Phase II of the Project. Grain Belt supports
5 the phasing proposal on the ground that would expedite
6 the benefits of Phase I for Missouri. They do not
7 mention however that it would expedite the recovery of
8 profits for Grain Belt.

9 Next issue is Grain Belt's proposal to change
10 the compensation package for the Tiger Connector line
11 from that which had been approved by the Commission in
12 the last case. Under the new proposal, Grain Belt would
13 pay 150 percent of the fair market value of the easement
14 property but it would eliminate all payments for the
15 support structures of poles on the easements which
16 obviously connect to the cables.

17 While some landowners would benefit from this
18 change, others would undoubtedly not because of the
19 elimination of the support structure payments.

20 Mr. Schulte said earlier in his opening statement that
21 the vast majority in his words of landowners on the
22 Tiger Connector line would benefit from their revised
23 compensation package. But in their statement of
24 position, all that Grain Belt could say is that many
25 landowners on the Tiger Connector line will fare better

1 under their proposal. That certainly implies that many
2 will not.

3 There's really no evidence at this point what
4 the net effect would be for the landowners as a group.
5 But given that Grain Belt is the one proposing to make
6 this change, the MLA is suggesting that the landowners
7 on the Tiger Connector line be given two options:
8 Accept Grain Belt's newest proposal or accept the
9 structure payments which were included in the
10 Commission's last Order or basically the whole payment
11 schedule approved by the Commission in its last Order.
12 I do want to make one thing clear though. I understand,
13 and I think it's been confirmed by opening statements
14 this morning, that the 150 percent provision resulted
15 from talks between Grain Belt and one or more of the
16 parties to this case.

17 That being the case, the MLA is definitely
18 asking that the 150 percent provision remain at least as
19 one option for the landowners.

20 Finally, in our position statement we listed
21 four suggested conditions in the event you approve any
22 or all of Grain Belt's proposed amendments. We listed
23 four captioned A, B, C and D. And in reviewing those
24 four, I believe that the first three A, B and C need not
25 be expressly included. I think they're covered under

1 the provision of Grain Belt's condition A. The other
2 one, condition D, was that the Commission should require
3 Grain Belt to obtain all necessary environmental permits
4 and approvals prior to construction of the Tiger
5 Connector line. We believe that Grain Belt has approved
6 this proposed suggestion looking at the surrebuttal
7 testimony of Ms. Stelzleni at page 3, line 18 to page 4,
8 line 2. So that essentially leaves just one condition
9 that we are proposing which I believe has been approved
10 by Grain Belt. That's all I have. Thank you for your
11 time.

12 JUDGE DIPPELL: Thank you. Are there any
13 questions for Missouri Landowners Alliance?

14 CHAIRMAN RUPP: Not at this time.

15 JUDGE DIPPELL: Seeing none. Thank you, Mr.
16 Agathen.

17 MR. AGATHEN: Thank you.

18 JUDGE DIPPELL: The Agricultural Associations.

19 MR. HADEN: Good morning. My name is Brent
20 Haden. I'm here as counsel for the Missouri
21 Agricultural Associations, which we've set forth already
22 in the record, which consists of five of the largest
23 agricultural associations in the state of Missouri who
24 have all taken a position in opposition to this Project
25 on behalf of landowners. Let's start by saying we

1 completely support all in his groups and what they've
2 said and will incorporate his comments by reference as
3 being our positions as well.

4 I would note that in our now amended statement
5 of position that we filed we do talk about, you know, to
6 the question of whether conditions should be imposed,
7 obviously that 150 percent valuation is something we
8 would support although an option for either of the
9 approaches as set forth either in the last Order or at
10 150 percent is something we would propose. For any
11 given landowner one of those options may be better than
12 the other because some of it depends on how many towers
13 you're going to have on your property, some of it
14 depends on your acreage calculation as to which
15 formulation is better for a given landowner.

16 We also do appreciate Grain Belt's willingness
17 to talk about incorporating some of the changes from
18 House Bill 2005 that was passed in 2022, which includes
19 this 150 percent provision into their discussions, but
20 we would encourage them and we would encourage the
21 Commission to require them to incorporate all of those
22 changes, and I would note that in our request in our
23 position statement from Section 523.010.8, RSMo, there's
24 a requirement in the statute now from 2005 that a
25 proportional amount of power that comes out of any given

1 project be dropped in the state of Missouri relative to
2 the length of the line. As the Tiger Connector, as far
3 as I can tell, Monroe, Audrain, Callaway County being
4 100 percent in the state of Missouri, we believe 100
5 percent of the power should be dropped in Missouri.
6 It's a little difficult to tell I think at least still
7 from the proposal whether there's some guarantee that
8 all this power goes into Missouri even as it goes down
9 to Tiger Connector. Now, maybe some witnesses can speak
10 to that question.

11 Certainly now Phase II as it's going to go out
12 of state doesn't propose that and I don't think even
13 would come close to dropping a proportional amount of
14 power. Even putting aside though the question of
15 retroactivity as it goes to that, for this Project I
16 think that's something that the Commission, we would ask
17 them to explore, because if this really is such a great
18 thing for Missouri, then Missouri surely could get all
19 the power.

20 And I understand that as it's set forth here,
21 the 2500 MW, there's not really a discussion that I've
22 seen outside of that as to what other generation
23 capability there would be or how it would work, but I
24 think that's something we would ask to hear from
25 witnesses about as to that question as well.

1 The only other thing I'd like to talk about
2 just quickly here in the opening is to address this
3 question of public interest as it relates to landowners
4 because landowners are also part of the public. I was
5 involved in the '17-'18 set of hearings that went to
6 this, the last CCN, and here today as well and watching
7 the buildup. It often feels as if in this discussion we
8 have the public interest and then we have the landowners
9 as some sort of hermetically sealed third-party interest
10 as if they're not members of the public.

11 In the very complaint that the Agricultural
12 Associations and the membership they have and the people
13 that I represent have in all of this is that there's a
14 massive disproportion between benefits and burdens and
15 how they're distributed in the way this Project is
16 proposed. So that for all the talk we have about
17 benefits, alleged benefits, going down chain from this
18 Project, and again we would echo what Paul pointed out
19 as to the two other elements within the Tartan Factors
20 that he's discussed as to feasibility and need, I think
21 there's a lot of questions as to whether that's even
22 true. But assuming it's true, the public benefit surely
23 must also include the benefit of landowners. And
24 landowners when they're forced to sell their land that
25 is in this Project have all sorts of burdens imposed on

1 them that are not imposed on any other Missourian.
2 They're not imposed on I think anybody else in this room
3 other than the landowners that we see sitting here
4 today.

5 Typically a landowner in Missouri and anywhere
6 else has all sorts of rights when they go to decide to
7 sell their property. They get to decide when they're
8 going to sell it, who they're going to sell it to, the
9 price at which they're going to sell it and when they
10 sell it down chain they can even put restrictive
11 covenants on its future use. And lots of folks here
12 today I'm sure live in HOAs as it is now in a homeowners
13 association. That's exactly what it's done. It's
14 imposed restrictive covenants on your future's use or
15 your neighbor's future use and everybody has signed off
16 on that to say even when I sell this here's five things
17 that I don't want to have to look at. Most of these
18 landowners don't want to have to look at a high voltage
19 line for the rest of their life, don't want to have to
20 work around it on their operations. But they don't have
21 an option when they sell to say well, that's not what
22 you can do with it. So they've lost that whole
23 bundlestick of rights.

24 Any time somebody talks about well, they got
25 paid, what's the big deal, that almost always tells me

1 that's somebody who doesn't have to live within eyeshot
2 of one of these lines. It's very easy, any issue
3 involving civil rights, civil liberties, whatever it may
4 be, when it's somebody else's problem to sort of push
5 that off and be like well, that's not a big deal. It's
6 a lot different deal when it's happening to you. And
7 that's what the landowners that are living now in the
8 shadow of this Project are finding out.

9 When Grain Belt comes to them, and we've heard
10 a lot about negotiation, that's fine and Grain Belt I
11 will say having been involved with some of these private
12 landowners, they certainly have come to negotiate in
13 those deals. I won't say they haven't. But always it's
14 with the shadow of an eminent domain, a takings action
15 hanging over your head if you're the landowner. You're
16 not really in a fair market negotiation in those cases.
17 It is implied or sometimes explicit that if you cannot
18 make a deal, the next step is a takings action, and all
19 those bundlesticks of rights I just talked about, wind
20 and what price, who you're going to sell it to, future
21 restrictions on the use, that all goes out the window,
22 because that's not how our takings regime is set up when
23 you go to circuit court.

24 So when we talk about public benefit, I would
25 ask the Commission to consider public -- the benefit to

1 the public also as it relates to landowners, because
2 where you have massive disproportion distribution of
3 benefits versus burdens, then do you really have
4 something that benefits the public or what we're really
5 saying is hey, we're willing -- we don't really care
6 about a few people and their property rights as long as
7 we can say we made everybody else whole or we helped
8 everybody else.

9 Now, that's not even to concede that any of
10 the claims made by the Company as to how it benefits the
11 rest of the public are actually accurate, because
12 there's huge questions here about long-term economic
13 feasibility, as Paul touched on, and there's questions
14 about need as well as Staff and I think Paul touched on
15 does anybody downchain actually want to purchase this
16 power at a market price so it would make the Project
17 sustainable as opposed to a below-market price that MEC
18 is getting as part of the Project.

19 As you hear this evidence, I would ask you to
20 always keep in mind that landowners are important in
21 this process as well, they're an important part of the
22 public, and that their concerns should not just be
23 disposable so that everybody else can get on with their
24 day trying to find cheap power from another state.
25 Thank you.

1 JUDGE DIPPELL: Thank you. Are there
2 questions? Mr. Chairman.

3 CHAIRMAN RUPP: Thank you. So I wanted to
4 clarify, so is it your client's position that Missouri
5 should get all the power from this line? You made a
6 statement in there I didn't quite.

7 MR. HADEN: So what we're looking at is
8 Section 523.010.8, RSMo. And that was part of this
9 package within House Bill 2005 that passed in 2022.
10 That section says that when you run a merchant
11 transmission line through the state of Missouri, a
12 proportionate amount of the power -- well, an amount of
13 power in proportion to the line's length has to be
14 dropped within the state of Missouri.

15 Now, the next question is, the statute is a
16 year old, I don't think that's been adjudicated yet as
17 to exactly what that means in terms of a challenge, but
18 I think a plain language reading would say you make a
19 line a thousand miles long, 250 miles comes through
20 Missouri, a quarter of the power coming through that has
21 got to come to Missouri. At least this Tiger Connector
22 when it comes down Phase I, the Tiger Connector itself
23 is 100 percent in the state of Missouri. Now, they may
24 argue well, fine, you start in Callaway County, you
25 measure it all the way back to Ford County, Kansas, or

1 wherever it's going to stop in the west. That's an
2 arguable interpretation. But here they're talking about
3 a Phase I and a Phase II that goes on down the line.
4 Phase I at least, from the substation at least is
5 dropped entirely in the state of Missouri. And the
6 entire claim as to the leverage they're putting on the
7 Commission here is well, this is really good for
8 Missouri, this is going to put a lot of power in
9 Missouri. So that would be our position at least to the
10 power that comes from that substation, yeah, it should
11 all go to the state of Missouri.

12 CHAIRMAN RUPP: So it is your position that
13 based off of the language in that bill that all the
14 power should be -- should come due to the calculations
15 of what the bill sets up?

16 MR. HADEN: Yes.

17 CHAIRMAN RUPP: Okay. Thank you.

18 MR. HADEN: I think that's a fair statement
19 about how we would say it.

20 JUDGE DIPPELL: Are there other Commission
21 questions? Commissioner Holsman.

22 COMMISSIONER HOLSMAN: Thank you. I'm looking
23 at the statute here. The original Project you'd agree
24 was grandfathered from the language that was passed as a
25 part of Section 8, the subsection that you --

1 MR. HADEN: If you'll read that language to
2 me, I can probably agree with that premise. I think
3 that's right.

4 COMMISSIONER HOLSMAN: It says the provisions
5 of this subsection shall not apply to applications filed
6 pursuant to Section 393.170 prior to August 28, 2022.

7 MR. HADEN: Correct.

8 COMMISSIONER HOLSMAN: But these amendments
9 that we're now discussing, how would you -- would you
10 look at that as being a part of the grandfathered part
11 or would you look at it as being something that's wholly
12 separate?

13 MR. HADEN: Well, we would -- I mean, I think
14 it came after the date. I think their attempt to cast
15 this as an amendment obviously was an attempt to say
16 that it grandfathers for the entire Project. So we
17 probably have a disagreement about that. I think that's
18 a question that ultimately courts would have to
19 adjudicate as to the interpretation of the statute. I
20 think, I don't think I'm misstating Grain Belt's
21 position but Mr. Schulte can tell me if I'm wrong, I
22 think it's been Grain Belt's position from the beginning
23 that the original Project is grandfathered and under
24 that statute is not -- 2005 does not apply to the line
25 as approved in 2017 or '16. That's fair, right?

1 Mr. Schulte is shaking his head. I think we agree
2 that's the Company's position.

3 COMMISSIONER HOLSMAN: But then there's
4 dispute on rather you agree rather this amendment would
5 be considered a part of the grandfathered portion of the
6 original CCN, because it is an amendment to a previously
7 decided case?

8 MR. HADEN: Right, we do not concede at this
9 time that the amendment is legally grandfathered. I
10 understand there could be a dispute about what the court
11 would say about that, because it hasn't been
12 adjudicated. No, my clients would not concede that the
13 amendment they're asking for here today is
14 grandfathered. I know the Company has argued that it
15 is. We don't concede that legal position.

16 COMMISSIONER HOLSMAN: Okay. I just wanted to
17 make sure of your position. Thank you.

18 MR. HADEN: Thank you.

19 JUDGE DIPPELL: Are there any other
20 Commissioner questions? Okay. Along those lines,
21 Mr. Haden, is it your position that the Commission would
22 have the authority to impose all of those changes from
23 the new law as conditions to this certificate?

24 MR. HADEN: I think, as the Company said, you
25 can impose reasonable conditions and I think those

1 conditions would be reasonable. So that's where we
2 would disagree and they would say they're unreasonable
3 and we would say they are reasonable. I also think the
4 argument -- I guess I don't really understand the
5 argument they're unconstitutional. It may be that
6 they're making an argument that it's a retroactive --
7 retroactively applied law which ties to, it's not the
8 exact same thing as ex post facto, but ties to part of
9 the Missouri Constitution on that question. I think for
10 a forward-looking Project I don't know that I would
11 agree with that. I also think that any government
12 action on this might theoretically be a taking after the
13 fact as to rights that have already vested to the
14 Company, but I don't know that anybody could say that if
15 there was a taking that would be fundamentally unjust
16 given that the very nature of the controversy is about
17 eminent domain. That's all we're taking about is
18 takings one direction and takings in another.

19 JUDGE DIPPELL: Thank you.

20 MR. HADEN: Thank you. Is that it?

21 JUDGE DIPPELL: Yes, thank you. Mr.
22 Hollander.

23 MR. HOLLANDER: I'm William Hollander. My
24 wife and I own farmland in Audrain County that's within
25 the path of the proposed Project.

1 JUDGE DIPPELL: Can you get just a little
2 closer to the mike.

3 MR. HOLLANDER: We are strongly opposed to it.
4 It's not necessary or convenient for us. I would simply
5 join in the statements of Mr. Agathen and Mr. Haden, and
6 that is our position.

7 JUDGE DIPPELL: Thank you. Are there any
8 Commissioner questions for Mr. Hollander? Thank you,
9 sir.

10 MR. HOLLANDER: Thank you.

11 JUDGE DIPPELL: As you told me earlier before
12 we went on the record that you were basically not going
13 to be presenting any witnesses or asking any
14 cross-examination questions and may come and go during
15 the course of the hearing?

16 MR. HOLLANDER: Correct. I am a lawyer. I've
17 been doing this a long time. I'm going to defer to
18 these gentlemen. I may not be able to be here the whole
19 time because of my other commitments to the clients and
20 something that's going on at the farm right now, but
21 don't take it as a lack of interest. I'm going to watch
22 as much of it as I can. Thank you very much.

23 JUDGE DIPPELL: Commissioner Kolkmeyer has one
24 question for you.

25 COMMISSIONER KOLKMEYER: Good morning, sir. I

1 believe you testified in Mexico.

2 MR. HOLLANDER: I did.

3 COMMISSIONER KOLKMEYER: This extension does
4 not go across your property, if I remember your
5 testimony correctly?

6 MR. HOLLANDER: They're not squares but it
7 kind of sits like this like two squares on a
8 checkerboard and their proposal is it would cut across
9 between the two sections which is the only place they're
10 connected and go across the southern portion of the
11 front 450 section. So they want 75 feet along the
12 borderline and they want across between the two parcels.
13 That's the only place that two parcels connect.

14 COMMISSIONER KOLKMEYER: Okay. Thank you.

15 MR. HOLLANDER: Anything else?

16 JUDGE DIPPELL: Any other questions? No.
17 Thank you, Mr. Hollander. Ms. Stemme.

18 MS. STEMME: Your Honor, Ms. Dippell and
19 Commissioner Rupp and Commissioner Hahn and Commissioner
20 Holsman and Commissioner Kolkmeier, thank you for your
21 time. My statement is brief. I would ask that the
22 Commission take official notice of the Missouri statutes
23 Section 523.271 and 523.286. I request that the
24 Commission include a provision in any final order in
25 this case that Grain Belt Express LLC is required to

1 comply with Section 523.271, 197 RSMo. in connection
2 with routing, property acquisition and the construction
3 of the Project.

4 JUDGE DIPPELL: Thank you.

5 MS. STEMME: Thank you.

6 JUDGE DIPPELL: I will say that while the
7 Commission won't take administrative notice in the sense
8 of evidence of those statutes, that obviously the
9 Commission will abide by any Missouri statutes. Are
10 there any Commission questions for Ms. Stemme?

11 MS. STEMME: Thank you for your time.

12 JUDGE DIPPELL: Thank you very much. And
13 Associated Industries.

14 MR. ELLINGER: Good morning, Judge, members of
15 the Commission. My name is Marc Ellinger. I represent
16 Associated Industries of Missouri. Associated
17 Industries of Missouri is the oldest organization
18 representing business groups in the state of Missouri.
19 By its name, it's industries, although those range from
20 the largest employers in the state of Missouri to small
21 businesses of one or two folks. It represents its
22 members' needs. Needs vary between sizes of businesses
23 and the lines that they are in, but almost all
24 businesses, particularly those in the manufacturing and
25 industrial area, are constantly looking for additional

1 sources of energy and in today's world constantly
2 looking for sources of clean and renewable energy.

3 The members of Associated Industries want this
4 Project because it allows their businesses to proceed
5 with their business plans and to have a secure source of
6 electricity, particularly clean and renewable
7 electricity, for many years into the future. All of the
8 members of Associated Industries of Missouri have
9 businesses in the state of Missouri. While they may
10 also have facilities in locations around the country or
11 around the globe, they all have presence and location in
12 the state of Missouri.

13 I think the testimony in this case ultimately
14 will show the Tartan Factors are satisfied, but more
15 importantly I think the testimony will also show that
16 there's a desire and a drive across multiple industries
17 and frankly from government also to access the clean
18 renewable energy and that the Grain Belt proposed
19 amendments, particularly the Tiger Connector and the
20 changes in the plan that are being proposed through this
21 amendment, really will bring long-term value and benefit
22 to the state of Missouri, bring long-term value and
23 benefit to the customers including AIM, members all
24 across the state, and the tens of thousands of employees
25 that are employed by those members and is necessary and

1 convenient for the public service. I'd be happy to
2 answer any questions.

3 JUDGE DIPPELL: Thank you. Are there any
4 Commissioner questions? Seeing none. Thank you,
5 Mr. Ellinger.

6 MR. ELLINGER: Thank you.

7 JUDGE DIPPELL: I believe that is the end of
8 our opening statements. I know that Grain Belt
9 mentioned it would like some time for rebuttal.
10 However, it is past two hours since we've been here so
11 I'd like to take a short break and we can resume at
12 11:20. That's a little more than 15 minutes. We can go
13 off the record.

14 (A recess was taken.)

15 JUDGE DIPPELL: We can go ahead then and go
16 back on the record. Thank you. We're back after our
17 break, and Grain Belt had asked for an opportunity to
18 give a little rebuttal. While that's not our usual
19 procedure, I'm going to allow five minutes.

20 MR. SCHULTE: It will not take any more than
21 five minutes, Judge, and I appreciate your
22 accommodation.

23 The only topic that I'm going to address is
24 the House Bill 2005 issues. So just to be clear, Grain
25 Belt's position on the applicability of House Bill 2005

1 is that the date of our filing of this amendment
2 application doesn't matter, because it's an amendment to
3 an existing CCN. So to Commissioner Holsman's
4 questions, we were grandfathered in with this, you know.
5 The fact that we filed an amendment relates to the
6 original CCN which is grandfathered in before the House
7 Bill 2005 took effect. So the date of the filing
8 doesn't matter.

9 Nevertheless, we did file it before the
10 effective date in August of 2022 of House Bill 2005. So
11 it doesn't apply two ways, but our primary position is
12 that it doesn't apply because it's an amendment.

13 The Agricultural Groups, and Mr. Haden can
14 confirm, their position is that it shouldn't have been
15 an amendment but it should have been a new CCN
16 application.

17 MR. HADEN: And I would agree with that. He
18 has accurately stated our position.

19 MR. SCHULTE: We've addressed that issue in
20 the application. We'll address it further in our
21 post-hearing brief.

22 The other clarification I wanted to make was
23 that Section 523.010 subsection 8 is the subsection that
24 was discussed by the Commissioners and Mr. Haden. I'm
25 going to actually read the precise language that's in

1 that provision. The line must be, quote, capable of
2 delivering an amount of its electrical capacity to
3 electrical customers in this state that is greater than
4 or equal to the proportionate number of miles of the
5 line that passes through the state. And so I think that
6 the word capable was left out of the discussion and I
7 think that's a critically important word in the statute.
8 By the very nature of the points of interconnection, it
9 will be capable of delivering a certain amount of energy
10 in Missouri.

11 We also disagree with arbitrarily separating
12 the Tiger Connector from the rest of the Project if that
13 were to be applied, which, of course, we don't think it
14 should be applied but if it were to be applied, the
15 Tiger Connector and the rest of the Grain Belt Express
16 transmission line are mutually dependent on each other
17 in one project.

18 Finally, in addition to the retroactive issues
19 with applying House Bill 2005 to Grain Belt, which I
20 discussed in my opening statement, the House Bill 2005
21 also includes provisions that are under the exclusive
22 jurisdiction of district courts. I think the best
23 example of this is the makeup and qualifications of the
24 appraisers that are appointed by the district court
25 judges in condemnation proceedings.

1 House Bill 2005 modified the qualifications of
2 that panel of appraisers, and it would be inappropriate
3 and illegal for this Commission to dictate to district
4 court judges how they're supposed to select their panel
5 of appraisers. The district court judges, of course,
6 will apply the statute as they deem it should be applied
7 and that's within their jurisdiction to do. So that's
8 the other issue with applying House Bill 2005 to Grain
9 Belt Express. Those are all my comments.

10 JUDGE DIPPELL: Hang on just one moment. So
11 are there any other questions? Commissioner Holsman.

12 COMMISSIONER HOLSMAN: Thank you. Can you
13 give me a, just so I clearly understand, the Phase I and
14 II geographically where Phase I would be and where Phase
15 II would be. Is Phase II out of Missouri? Is that what
16 I'm understanding or is Phase I and II dealing with the
17 spur that we're talking about here for this CCN?

18 MR. SCHULTE: Yeah, it's a good question.
19 Phase I begins in Ford County, Kansas and includes the
20 entirety of the Kansas portion of the Project and the
21 Kansas converter station. Then it continues through
22 Missouri until Monroe County. And so the only county in
23 Missouri that's not a part of Phase I but will be a part
24 of Phase II is Ralls County.

25 COMMISSIONER HOLSMAN: And that's where the

1 spur, the Tiger spur is going to be initiated?

2 MR. SCHULTE: Right.

3 COMMISSIONER HOLSMAN: So do you anticipate
4 the Tiger spur being in Phase I or in Phase II?

5 MR. SCHULTE: In Phase I.

6 COMMISSIONER HOLSMAN: In Phase I.

7 MR. SCHULTE: It will include all of that HVDC
8 portion to Monroe County. It will include the Missouri
9 converter station in Monroe County. It will include the
10 Tiger Connector down to the points of interconnection in
11 Callaway County.

12 COMMISSIONER HOLSMAN: That's all in Phase I?

13 MR. SCHULTE: That's all Phase I.

14 COMMISSIONER HOLSMAN: And what is the
15 Company's sort of crux for why Phase II is a necessary
16 part and that it can't all be in Phase I?

17 MR. SCHULTE: So Phase II --

18 COMMISSIONER HOLSMAN: Or single phase.

19 MR. SCHULTE: Sure. So Phase II continues.
20 Then it will pick up at the Monroe converter station.
21 It will go through the eastern portion of Monroe into
22 Ralls, then cross into Illinois, and then it will
23 eventually interconnect into Indiana, substations in
24 Indiana.

25 COMMISSIONER HOLSMAN: We heard from earlier

1 testimony that you could do Phase I and there's nothing
2 that would bind you to have to do Phase II. Do you
3 agree with that perspective that you would not be
4 obligated to do Phase II if Phase I were completed?

5 MR. SCHULTE: So from a legal standpoint, I
6 don't think there would be an obligation as that is used
7 in the legal sense unless there was some mandate that
8 was enforced by this Commission, and I'm not sure
9 exactly how that would work because one of the -- so the
10 amendment to the financing condition, it requires full
11 financing of Phase I before transmission structures are
12 installed in Missouri. And then the same thing for
13 Phase II. So it requires again full financing of Phase
14 II before transmission structures are installed in
15 Missouri on easement property.

16 And so if there was a mandate, then it would
17 kind of do away with that financing requirement, because
18 the financing can only occur after contracts are entered
19 into and there's an established stream of revenue for
20 the Project that then will be used as the basis for the
21 financing, right, because the banks aren't going to lend
22 you the money until you have those contracts in place.
23 And Rolanda Shine would be a good witness to ask about
24 that process.

25 COMMISSIONER HOLSMAN: Okay. Do you think it

1 would be possible to complete Phase I and never do Phase
2 II? Is that something that is possible?

3 MR. SCHULTE: So it is economically feasible,
4 and that is explained by Rolanda Shine and Shashank
5 Sane. They can give you more details on why that's
6 economically feasible to just do Phase I, and they can
7 also, and I don't want to testify but to answer your
8 question, there is testimony in the record about why
9 Phase II also provides benefits to Missouri because it
10 interconnects PJM. So you're not just interconnected
11 with one other RTO being SPP but you're also
12 interconnected to PJM. So there's benefits to Missouri
13 for that. And then the Project, it makes more sense
14 from an economic standpoint to build the whole thing,
15 right, because you've already come this far, you might
16 as well go into Phase II. So I think the critical
17 distinction here is Phase I is economically feasible.
18 Economically feasible is different than economically
19 ideal or economically optimal. Building both phases is
20 economically optimal. Building Phase I by itself is
21 economically feasible.

22 COMMISSIONER HOLSMAN: The witnesses that are
23 going to come, you may not have the answer to this, do
24 you know what percentage of Missouri landowners are in
25 Phase I versus Phase II?

1 MR. SCHULTE: I don't have the numbers, but
2 the vast majority of landowners, vast -- so Phase I
3 includes, let's see, nine counties and Phase II only
4 includes part of Monroe and Ralls County. So that gives
5 you a sense of the scale of the difference in number of
6 landowners.

7 COMMISSIONER HOLSMAN: Do landowners get
8 compensated once? In the process of you compensating
9 landowners for use of their property, does that
10 compensation occur once the construction is complete,
11 before the construction begins? Where does the
12 landowner receive their benefit in the process?

13 MR. SCHULTE: Kevin Chandler would be a good
14 witness to ask those questions to. There is an upfront
15 payment that's offered to landowners. And then the
16 remainder is paid closer to the time of construction.
17 But Kevin Chandler will know precisely what those
18 numbers are.

19 COMMISSIONER HOLSMAN: Will he also be able to
20 answer if Phase II is never initiated what happens to
21 the landowners who agreed to easements in Phase II?

22 MR. SCHULTE: Yes.

23 COMMISSIONER HOLSMAN: All right. Thank you,
24 Judge.

25 JUDGE DIPPELL: Thank you. Commissioner

1 Kolkmeier, do you have a question?

2 COMMISSIONER KOLKMEYER: I do, yes, thank you,
3 Judge. Your testimony earlier talked about benefiting
4 SPP as well as MISO. And then MEC's study talked about
5 MISO and not SPP. So is SPP benefiting from this
6 Project as well? But then you also -- Are there more
7 substations between the wind park and Missouri?

8 MR. SCHULTE: No, there are no substations
9 between the Kansas converter station and the Missouri
10 converter station. It is HVDC line with no breaks
11 between those two points.

12 COMMISSIONER KOLKMEYER: So SPP is not
13 benefiting from this particular line or Project. It's
14 before it goes into this Project or this line, correct?

15 MR. SCHULTE: SPP is benefiting, and Shashank
16 Sane could testify to this, SPP is benefiting from the
17 relief of their backlog of interconnection queue
18 projects that would have an alternate place to
19 interconnect because there are 20 gigawatts of projects
20 in the SPP interconnection queue. So some relief to
21 that interconnection queue would be of benefit. And
22 then once the Project -- the Project is capable of
23 bidirectional transmittal. So in certain situations
24 power could flow from east to west. And Carlos
25 Rodriguez would be a good witness to ask about the

1 bidirectional capability.

2 COMMISSIONER KOLKMEYER: Thank you.

3 JUDGE DIPPELL: Any other Commissioner
4 questions? Thank you.

5 MR. SCHULTE: Thank you.

6 JUDGE DIPPELL: All right then. I think that
7 finishes our opening statements so we can go ahead then
8 and begin with our first witness. And I'll ask Grain
9 Belt to call their first witness.

10 MR. SCHULTE: Grain Belt calls Shashank Sane;
11 and if it's okay, could I do the direct examination from
12 my seat?

13 JUDGE DIPPELL: That's fine. Thank you. If
14 you could raise your right hand. Do you solemnly swear
15 or affirm that the testimony you're about to give at
16 this hearing will be the truth?

17 THE WITNESS: I do.

18 JUDGE DIPPELL: Thank you. And yes, if you
19 could try to speak into that mike for us.

20 THE WITNESS: Sure thing.

21 JUDGE DIPPELL: If you could go ahead and
22 spell your name for the court reporter.

23 THE WITNESS: Sure. My first name is
24 Shashank, S-h-a-s-h-a-n-k, last name Sane, S-a-n-e.

25 JUDGE DIPPELL: Thank you. You can go ahead.

1

SHASHANK SANE,

2

having been first duly sworn, was examined and testified

3

as follows:

4

DIRECT EXAMINATION

5

BY MR. SCHULTE:

6

Q. I think we have your name and the spelling.

7

Could you please provide your business address?

8

A. 1 South Wacker Drive, Suite 1800, Chicago,

9

Illinois 60606.

10

Q. And by whom are you employed and what is your

11

title?

12

A. I'm employed by Invenergy LLC, and I'm the

13

Executive Vice-President of Transmission.

14

Q. Are you the same Shashank Sane who filed

15

direct testimony on August 24, 2022, along with

16

Schedules SS-1 through Schedule SS-3 all of which has

17

been marked as Grain Belt Exhibit 1?

18

A. Yes.

19

Q. And are you also the same Shashank Sane who

20

filed surrebuttal testimony on May 15, 2023, including

21

Schedule SS-4 all of which together has been marked as

22

Exhibit 2?

23

A. Yes.

24

Q. Do you have any corrections to your testimony

25

or accompanying schedules?

1 A. I believe there's one exhibit marked RS-3 that
2 should be marked RS-4.

3 Q. Yes. And that's a cross-reference to Rolanda
4 Shine's surrebuttal schedule?

5 A. Correct.

6 Q. And I'm looking for the page where that
7 cross-reference is made in your surrebuttal testimony so
8 I can provide that to the record. I'm not finding it
9 immediately. Just a couple of seconds here. Sorry
10 about that. So could you turn to page 17 of your
11 surrebuttal testimony?

12 A. Yes, I have it.

13 Q. And could you look at line 16, please?

14 A. Yes.

15 Q. And there there's a sentence that begins this
16 is reflected in Schedule RS-3 attached to the
17 surrebuttal testimony of Rolanda Shine. Is that the
18 reference you were referring to?

19 A. Correct. That should be Schedule RS-4.

20 Q. Okay. And with that correction if I were to
21 ask you the questions that appear in both your direct
22 testimony and your surrebuttal testimony again today,
23 would your answers remain substantially the same?

24 A. Yes.

25 MR. SCHULTE: Judge Dippell, at this time I'd

1 move to enter Exhibits 1 and 2 into the record.

2 JUDGE DIPPELL: Is Exhibit No. 2 also
3 containing some confidential information?

4 MR. SCHULTE: The testimony itself does not
5 but the attached Schedule SS-4 does contain confidential
6 information.

7 JUDGE DIPPELL: Okay. So with that would
8 there be any objection to Exhibits No. 1 and Exhibit No.
9 2 including 2-C? Seeing no objection, I will admit
10 those.

11 (COMPANY EXHIBITS 1, 2 AND 2-C WERE RECEIVED
12 INTO EVIDENCE AND MADE A PART OF THIS RECORD.)

13 MR. SCHULTE: And for the record we did file a
14 public version of the Schedule SS-4, which would be
15 Exhibit 2-C. I'm sorry. That would be the public
16 version was not previously filed. So we did enter that
17 into EFIS on Friday.

18 JUDGE DIPPELL: Yes, thank you.

19 MR. SCHULTE: With that I tender the witness
20 for cross-examination.

21 JUDGE DIPPELL: All right. Is there any
22 cross-examination from MEC?

23 MS. WHIPPLE: No, Your Honor. Thank you.

24 JUDGE DIPPELL: From Sierra Club?

25 MS. RUBENSTEIN: No, Your Honor, thank you.

1 JUDGE DIPPELL: Renew Missouri?

2 MS. GREENWALD: No, Your Honor.

3 JUDGE DIPPELL: Clean Grid Alliance?

4 MR. BRADY: No cross.

5 JUDGE DIPPELL: Public Counsel?

6 MR. WILLIAMS: Judge, thank you. I've heard
7 some Commissioner questions about the physical Project
8 itself. So I'm going to ask a few questions about that
9 so hopefully it will get in their mind exactly what it
10 is Grain Belt is proposing in this case.

11 CROSS-EXAMINATION

12 BY MR. WILLIAMS:

13 Q. Now, under the original certificate Grain Belt
14 proposed to build a converter station of 4 gigawatts in
15 Kansas and then run a line high-voltage direct current
16 all the way into eastern Illinois with a second
17 converter station of 3-1/2 gigawatts and also a
18 converter station in Missouri of half a gigawatt and
19 then extend the line from eastern Illinois into Indiana
20 with an AC line; is that not correct?

21 A. Yes, that's correct.

22 Q. Aren't those converter stations very
23 expensive? Something on the order of a quarter to half
24 a billion dollars to build?

25 A. Depending on the size, it could be even

1 greater than that. Yes, they are significant
2 infrastructure, each one of those.

3 Q. So there's a big barrier to interconnecting a
4 high-voltage direct current line with an AC system,
5 correct?

6 A. There's a significant capital cost, yes.

7 Q. And then in this application, to change the
8 current application is how you posited it, you're now
9 proposing to build a 5 gigawatt converter station in
10 Kansas and change the location and the size of the
11 converter station in Missouri so that it will be 2.5
12 gigawatt and reduce the size of the converter station in
13 eastern Illinois to 2.5 gigawatts; is that correct?

14 A. That's correct.

15 Q. So what you're creating in Missouri is the
16 ability physically to import and export up to 2.5
17 gigawatts maximum of energy at any given point in time
18 if this Project goes through as you're now positing it?

19 A. Correct.

20 MR. WILLIAMS: No further questions. Thank
21 you.

22 JUDGE DIPPELL: Anything from Staff?

23 MR. PRINGLE: Yes, Judge. Thank you. Good
24 morning, sir.

25 THE WITNESS: Good morning.

1

CROSS-EXAMINATION

2

BY MR. PRINGLE:

3

Q. And in your surrebuttal testimony you do point out that Grain Belt has not applied for any kind of bidirectional operations so far; is that correct?

6

A. Not with the RTOs, no.

7

Q. And part of that reasoning is because so far Grain Belt had no request from any customers or potential customers about bidirectional operations?

10

A. Partly due to the fact that there haven't been any requests from customers, partly due to the fact, as Carlos Rodriguez will testify to, that those rights will be pursued on a shorter term as-needed basis rather than a long-term firm obligation as we have with the injection rights.

16

MR. PRINGLE: Thank you. No further questions.

18

JUDGE DIPPELL: MLA?

19

MR. AGATHEN: Thank you, Judge. Good morning, sir.

21

THE WITNESS: Good morning.

22

CROSS-EXAMINATION

23

BY MR. AGATHEN:

24

Q. Grain Belt was given authority to charge negotiated rates for the capacity on the Grain Belt line

25

1 in an Order from the FERC, was it not?

2 A. Yes.

3 Q. That Order was issued back in 2014?

4 A. I believe that's correct.

5 Q. The Order is titled conditional. Do you know
6 why that is?

7 A. I don't recall the specifics of the Order, no.

8 Q. So you wouldn't know why it's conditional?

9 A. Not without it in front of me, no.

10 Q. As part of that FERC Order, Grain Belt is
11 required to solicit potential buyers of capacity through
12 what's called an open solicitation process; is that
13 correct?

14 A. I believe that's right.

15 Q. And that process is intended to broadly
16 solicit interest in the Project from potential
17 customers; is that right?

18 A. That I believe is the intent, yes.

19 Q. Michael Skelly was the former CEO of Grain
20 Belt before the Project was purchased by Invenergy, was
21 he not?

22 A. I believe that's correct.

23 MR. AGATHEN: Judge, I'd request since you're
24 not taking administrative notice of the whole record in
25 the last CNN case that you take administrative notice of

1 Mr. Skelly's testimony in the last case that the Company
2 held its initial open solicitation process beginning in
3 January of 2015, and that's part of Mr. Skelly's direct
4 testimony page 14, lines 5 to 7.

5 JUDGE DIPPELL: And which case is that, Mr.
6 Agathen, just for the record?

7 MR. AGATHEN: The last CCN case, EA-2016-0358.

8 JUDGE DIPPELL: And again, are you asking the
9 Commission to take notice of just that fact?

10 MR. AGATHEN: That is correct.

11 JUDGE DIPPELL: That part of the testimony?

12 MR. AGATHEN: Yes.

13 JUDGE DIPPELL: Would there be any objection
14 to the Commission taking official notice of that?

15 MR. SCHULTE: We object as for lack of
16 foundation without -- I mean, obviously the counsel for
17 MLA can ask the witness questions about those
18 statements, but he has not yet explored that statement
19 with the witness and so there's no foundation at this
20 time to enter that as a part of the evidentiary record
21 in this proceeding.

22 MS. WHIPPLE: Your Honor, MEC also will object
23 just for clarity of the record. Under the rule of
24 completeness, I believe if we're going to incorporate
25 sworn testimony from another proceeding into our record

1 here, we also will need to incorporate all of that
2 testimony and all cross-examination or we will have
3 violated the rule of completeness. Now, I understand
4 that it's a big record from 0358 and I'm not trying to
5 make this impractical, but I do think we have to be
6 mindful. We can't have this proceeding pick and choose
7 stand-alone testimony and it won't be subject to cross
8 unless we incorporate the whole thing, and so I'm just
9 concerned about the record and am certainly willing to
10 work with the counsel and Court on how to most
11 efficiently handle this.

12 JUDGE DIPPELL: Okay. Thank you. Mr.
13 Agathen, did you have any response to either of those
14 objections?

15 MR. AGATHEN: Yes. I'm simply asking that a
16 simple declaratory statement made by Mr. Skelly be in
17 effect made a part of this record by taking notice of
18 it. I think if we take notice of the entire record
19 obviously that's something that no one is going to be
20 asking for. So I think it's appropriate as needed to
21 point to parts of the record in that last CNN case, and
22 the most appropriate way of doing that would be to take
23 administrative notice.

24 JUDGE DIPPELL: I'm going to hold off on
25 ruling on this right at this moment and consider the

1 consequences and necessity of the whole record. So I
2 would ask you if you have other parts of those previous
3 records to go ahead and bring those forth as you go.

4 MR. AGATHEN: I will do that as we go. Thank
5 you, Judge.

6 BY MR. AGATHEN:

7 Q. Since January of 2015, when Mr. Skelly
8 purportedly stated that the Company held its initial
9 open solicitation process, that was more than eight
10 years ago, is it correct that Grain Belt's only sale of
11 capacity in Missouri are the 136 MW purchased by the
12 organization now known as MEC and 25 MW to a firm called
13 Realgy? Am I mispronouncing that last name?

14 A. I believe it's Realgy.

15 Q. Realgy. Thank you. Do you remember the
16 question?

17 A. Can you restate it, please.

18 Q. Sure. Since January of 2015, is it correct
19 that Grain Belt only had sold capacity in Missouri in an
20 amount of 136 MW to MEC and 25 MW to the firm called
21 Realgy?

22 A. The MEC contract could be up to 200 MW, and
23 those are the only signed contracts as of this time.

24 Q. Right. But it only committed to 136 and it's
25 got the option to purchase up to 200, correct?

1 A. Correct.

2 Q. Is it fair to say that at this point Grain
3 Belt has not identified a single shipper of energy from
4 Kansas?

5 A. No, I don't think it's fair to say that.

6 Q. Sir, I'm going to hand you a copy of a
7 document from the Illinois Commerce Commission
8 proceeding in Docket 22-0499. You testified in that
9 case, did you not?

10 MR. SCHULTE: I don't have a problem with this
11 exhibit being presented to the witness. However, I will
12 note that it's an incomplete copy of a transcript from
13 the Illinois Commerce Commission and there may be
14 context that is missing because it's a single page from
15 the transcript. I do object to it being admitted as
16 evidence; but if to the extent that Mr. Sane can answer
17 questions based on the one page that's provided, I don't
18 have a problem with that.

19 JUDGE DIPPELL: All right. Mr. Agathen, is
20 there a way for you to question the witness near a
21 microphone as letting him just trying to get it on our
22 -- see if that works. I apologize. I'm just trying to
23 get the streaming and the recording and everything.

24 MR. AGATHEN: I understand, Judge.

25 BY MR. AGATHEN:

1 Q. Mr. Sane, is that a partial copy of the
2 transcript of your cross-examination in that case?

3 A. It would appear that way, but I can't confirm
4 just from what I have here.

5 Q. Can you read the language that's highlighted
6 there?

7 A. The one highlighted sentence of the full
8 transcript?

9 Q. Yes.

10 A. The one highlighted sentence says we have not
11 identified any shippers of energy at this point.

12 Q. Thank you. According to the date on the first
13 page of that transcript, when did that cross-examination
14 take place?

15 A. November 29, 2022.

16 MR. SCHULTE: I'm sorry. It appears that
17 counsel is talking to the witness without me being able
18 to hear it.

19 MR. AGATHEN: I'm done with that portion.

20 JUDGE DIPPELL: Mr. Agathen, could you repeat
21 that case file number?

22 MR. AGATHEN: It's Docket No. 22-0499.

23 JUDGE DIPPELL: Thank you.

24 MR. SCHULTE: I'm going to move to strike the
25 questions with regard to that exhibit. Because we don't

1 have a full transcript, reading one line is an
2 inappropriate method of cross-examination, and I also
3 don't have a copy of it to follow along. So I don't
4 think that the proper -- any foundation has been laid
5 for that testimony.

6 JUDGE DIPPELL: I'm going to overrule the
7 objection. I'll allow you to redirect and I'm sure that
8 before we get to that point you'll have an opportunity
9 to recover that transcript. Mr. Agathen, do you have
10 anything further?

11 MR. AGATHEN: I do, Judge, if I can find it
12 here.

13 MS. WHIPPLE: Your Honor, while Mr. Agathen
14 looks for his next question, if I might again just for a
15 clean record for all of us, I'll also lodge an objection
16 to Mr. Sane or any witness being asked to read from
17 prior testimony if indeed the witness has not first been
18 asked if he recalls the testimony and then responds that
19 he cannot and needs his recollection refreshed. And I
20 don't think that was the case here. I think a live
21 witness is supposed to be allowed first the opportunity
22 to answer the question here. It appears that he's being
23 impeached when indeed he did not first say that he could
24 not recall without having his recollection refreshed,
25 and so I want to keep a clean record if we're going to

1 have more references to testimony taken outside of this
2 proceeding.

3 JUDGE DIPPELL: Thank you, Ms. Whipple. As
4 the witness has already answered the questions, I'm
5 allowing him at this time. I'll let you make any
6 further objections prior to the witness being questioned
7 or prior to the witness answering.

8 BY MR. AGATHEN:

9 Q. On a different issue, do you recall that in
10 Grain Belt's last CCN case EA-2016-0358 the Commission
11 found that power prices in PJM are generally \$10 per MW
12 higher than prices that would be paid for energy sold
13 over the Grain Belt line into the MISO market of
14 Missouri?

15 A. I don't have their findings in front of me
16 right now.

17 Q. Do you recall that general statement regarding
18 the prices in PJM being significantly higher than the
19 prices in MISO?

20 A. I wasn't a part of that proceeding, but I
21 recall that general theme.

22 Q. You do?

23 A. Yes.

24 Q. Do you recall that in that same order the
25 Commission found that because of this price differential

1 it's the 3500 MW portion of the Project to be sold in
2 PJM that demonstrates the financial viability of the
3 Project overall?

4 MR. SCHULTE: Objection. The witness has
5 already testified that he was not a part of that
6 proceeding. Details of that proceeding are not relevant
7 to current circumstances, and the witness is here to
8 testify about current circumstances. It's outside the
9 scope of his testimony and the witness has stated he was
10 not a part of that proceeding so there's been no
11 foundation been laid.

12 JUDGE DIPPELL: I'll sustain that objection.
13 Mr. Agathen, I have taken official notice of that Report
14 and Order. So if you want to question the witness about
15 those statements, I think you can go ahead.

16 MR. AGATHEN: Thank you.

17 BY MR. AGATHEN:

18 Q. Sir, you mentioned the \$10 differential at
19 page 18, line 15 of your surrebuttal?

20 A. I'll need to go find that. Can you repeat the
21 reference?

22 Q. Page 18, line 15.

23 A. Line 15 is not my statement. That is the
24 question being posed based off of Witness Stahlman's
25 rebuttal.

1 Q. So you don't recall the \$10 differential?

2 A. The \$10 differential is not a statement that I
3 made.

4 Q. Do you recall the \$10 differential?

5 MR. SCHULTE: Objection to the form of the
6 question. The witness has already stated the \$10
7 differential was in Mr. Stahlman's testimony, not his
8 own testimony. It's been asked and answered as well.

9 JUDGE DIPPELL: I'm going to overrule the
10 objection and let the witness go ahead and answer.

11 THE WITNESS: I recall the \$10 being part of
12 Mr. Stahlman's testimony.

13 BY MR. AGATHEN:

14 Q. Thank you. Do you have a copy of the data
15 request which was sent to you?

16 A. Can you be more specific on that?

17 Q. Any of the data requests that we sent you, do
18 you have copies there with you?

19 A. Yes.

20 Q. In our second set of data requests,
21 specifically Data Request No. SS35, item 1, if you can
22 find that?

23 A. Okay, I think I have it.

24 Q. We asked you there for Grain Belt's projection
25 of the average dollars per MW-month it would recover for

1 the sale of transmission capacity at the Missouri
2 converter station not counting the first mover rate to
3 the MEC; is that correct?

4 A. Yes, that looks like the question that was
5 asked.

6 Q. Also in that same data request, item 2, we
7 asked for Grain Belt's projection of the average dollars
8 per MW-month it would recover for the sale of
9 transmission capacity at the converter station at the
10 Illinois border; is that correct?

11 MR. SCHULTE: I'm sorry. Is this -- For my
12 clarification, are we on -- I'm sorry. I have Staff
13 DR35. You're referring to MLA DR SS35?

14 MR. AGATHEN: MLA SS35.

15 MR. SCHULTE: I need a moment to find it. I'm
16 there now on SS35. There is an objection from Grain
17 Belt Express regarding the relevancy of the request,
18 that it calls for speculation, that it seeks information
19 regarding commercially sensitive and competitive
20 negotiations and the identities of potential commercial
21 partners which if disclosed could result in substantial
22 harm to Grain Belt Express, potential commercial
23 partners and the public interest which benefits from
24 confidential arm's-length negotiation. Moreover, these
25 discussions are protected from disclosure by the terms

1 executed confidentiality agreements and/or
2 non-disclosure agreements with potential counterparties.
3 We did have a discovery conference with Judge Dippell
4 and we did provide certain information in response to
5 certain data requests. I don't believe SS35 was one of
6 those that we were ordered to provide a response to.

7 MR. AGATHEN: Well, I think Mr. Schulte just
8 answered my next question. And that was going to be
9 isn't it true that Grain Belt objected to both questions
10 in part on the grounds that the data request called for
11 speculation. So that takes care of that.

12 BY MR. AGATHEN:

13 Q. You also have a copy of your first
14 supplemental response to our first set of data requests.
15 Can you find SS15?

16 MR. SCHULTE: This is another data request
17 that Grain Belt objected to and there was no follow-up
18 response provided. Therefore, if the question is about
19 the objection, that calls for a legal conclusion.

20 JUDGE DIPPELL: Well, keep in mind that the
21 Commission does not have access to your data requests.
22 So the Commission doesn't know one way or the other what
23 that data request entails.

24 MR. AGATHEN: Okay. I will try and ask the
25 witness what the question is in the data request, if

1 that takes care of that concern.

2 MR. SCHULTE: We object to the use of data
3 requests to which we previously objected which there was
4 no follow up or motion to compel. The objection stands
5 and so we object on equal grounds to any questions about
6 those DRs.

7 MR. AGATHEN: They can raise the objection now
8 and now would be the time to rule on it. That didn't
9 have to be brought to the attention of the Commission
10 back when these data requests were being submitted and
11 answered.

12 JUDGE DIPPELL: I agree that he can pose the
13 questions to the witness and then you can object if you
14 have an objection regardless of whether they were in the
15 DR. So objection is overruled for now.

16 BY MR. AGATHEN:

17 Q. Do you have that data request, sir?

18 A. SS15?

19 Q. Yes.

20 A. Yes.

21 Q. Supplemental response to SS15?

22 A. Yes.

23 Q. We asked you there, quote, what is the
24 approximate average amount in \$/Mwh (or whatever other
25 units Grain Belt or Invenergy have access to) for the

1 current sales of power and to the PJM footprint; is that
2 correct?

3 A. That is the question, yes.

4 Q. And Grain Belt again objected in part on the
5 ground that this request seeks information which is not
6 within Grain Belt's possession, custody, control, or
7 personal knowledge, correct?

8 MR. SCHULTE: That calls for a legal
9 conclusion. There's no question posed to the witness.
10 He's simply reading an objection which is a legal
11 matter.

12 MR. AGATHEN: I think it makes the point
13 though that the witness doesn't have possession, custody
14 or control, or personal knowledge of that information,
15 which is just the point that I'm trying to make.

16 MR. SCHULTE: That question could be posed to
17 the witness directly without reading an objection that
18 was written by legal counsel.

19 JUDGE DIPPELL: Mr. Agathen, if you'd like to
20 ask the question to the witness.

21 MR. AGATHEN: I'll do that, Your Honor.

22 BY MR. AGATHEN:

23 Q. What is the approximate average amount in
24 \$/Mwh (or whatever other units Grain Belt or Invenergy
25 have access to) for the current sales of power into the

1 PJM footprint?

2 MR. SCHULTE: We objected and we'll renew our
3 objection here because it's not relevant nor reasonably
4 calculated to lead to the discovery of admissible
5 evidence in this limited proceeding and because it seeks
6 information from third parties or information not within
7 Grain Belt's possession, custody or control or personal
8 knowledge. It is also vague due to the undefined term
9 current sales.

10 MR. AGATHEN: Your Honor, this goes to the
11 exact question which the Commission basically addressed
12 in the last CNN case where they said that the viability
13 of the Project depended on the sales price that could be
14 sold at the PJM market. I'm asking the witness simply
15 what currently are the \$/Mwh for sales into PJM.

16 JUDGE DIPPELL: I will allow the witness to
17 answer if he knows and if it's not confidential.

18 THE WITNESS: I don't currently have in my
19 possession the current sales price in PJM.

20 BY MR. AGATHEN:

21 Q. Did you have it at the time that we asked you
22 that in the data request?

23 MR. SCHULTE: I object again to the vagueness
24 of the question. The current sales of power into the
25 PJM footprint, again, that's vague and unanswerable.

1 JUDGE DIPPELL: I think the witness seemed to
2 understand the question and answer. So I will allow it.

3 THE WITNESS: PJM publishes prices but they
4 are varied across the footprint by hour, by location, so
5 I don't have that with me right now.

6 BY MR. AGATHEN:

7 Q. Did you at the time that we gave you this data
8 request?

9 A. I could look it up just as any party. It's
10 publicly available information.

11 Q. You didn't look it up? I'm sorry. I didn't
12 hear you.

13 A. I said I could look it up as any party could
14 do as it's publicly available information.

15 Q. And so you could have looked it up when we
16 sent you this data request?

17 MR. SCHULTE: Objection, there's no relevance
18 to what is possible to look up with regard to public
19 information.

20 JUDGE DIPPELL: I think he's trying to get the
21 witness to actually answer the question that he asked
22 which was did you have the information available or did
23 you have the information when the data request was
24 asked.

25 THE WITNESS: As I noted --

1 MS. WHIPPLE: Your Honor, if I could object
2 again for MEC, because of the fact that other witnesses
3 are going to come after Mr. Sane. If there was a time
4 to fuss at anybody, any party for not fully responding
5 to data requests, that deadline has passed and that
6 should have been separate from this hearing. It
7 shouldn't be taking the time of this hearing. That's a
8 discovery dispute. The deadline for motions to compel
9 is well past. Mr. Agathen can certainly ask this
10 witness or any other any direct question that he wants.
11 But to grind down into whether or not the question
12 should have been answered earlier, that deadline has
13 passed.

14 JUDGE DIPPELL: I don't believe that that was
15 the question. I believe he's asking a simple question
16 of the witness. Your objection is overruled and that is
17 did he have the information available to him at the time
18 the data request was asked. I have not heard any
19 request for sanctions or requests or acknowledgment or
20 anything that the parties did anything wrong with regard
21 to discovery. He's asking a simple question and I would
22 like the witness to answer the question.

23 THE WITNESS: As I mentioned, PJM prices are
24 publicly available. There is no however singular price
25 for sales into the PJM footprint. It differs based on

1 location, time of day, time of year, day-to-day
2 differences. So it's a very vague question to ask for a
3 singular number.

4 BY MR. AGATHEN:

5 Q. Well, didn't the Commission in their last CNN
6 Order indicate that there was a \$10 differential, a
7 singular number?

8 MR. SCHULTE: Asked and answered.

9 JUDGE DIPPELL: I think he asked him if he
10 remembered the \$10 differential and he answered that he
11 recalled it from the other testimony. So I believe he
12 has answered that question.

13 MR. AGATHEN: What I was getting to though,
14 Judge, is the witness's earlier statement that there is
15 no singular number and asking him to explain how the
16 Commission could say there's a \$10 differential.

17 MR. SCHULTE: I'm not sure there's a question
18 posed to the witness. But if that were a question posed
19 to the witness, I object to a question that asks a
20 witness to interpret what a previous order issued in a
21 case where Shashank Sane was not a witness. There's no
22 basis for that and it's outside the scope of his
23 testimony.

24 JUDGE DIPPELL: I'm going to overrule that
25 objection. I'm going to ask Mr. Agathen to rephrase his

1 question with regard to the information that the witness
2 would know or might know. If the witness doesn't know,
3 he can simply say he doesn't know.

4 BY MR. AGATHEN:

5 Q. If there is no singular number where the price
6 is being paid in PJM, do you know how the Commission
7 could come up with a \$10 differential?

8 A. I don't know how the Commission did that, no.

9 Q. Thank you. Is it true that Invenergy is
10 developing 165 MW wind project in Worth County, Iowa?

11 MR. SCHULTE: Objection, relevance. A wind
12 project in Iowa has nothing to do with the Grain Belt
13 Express transmission line. If we're going to be here
14 asking witnesses about other developments unrelated to
15 Grain Belt Express, there would be no end to that
16 endeavor.

17 MR. AGATHEN: This goes to, Your Honor, the
18 prices in MISO vis-a-vis PJM. If this is a MISO project
19 that they're developing, then that would obviously have
20 an impact on the differential between MISO and PJM.

21 JUDGE DIPPELL: The objection is overruled.
22 Go ahead, Mr. Agathen.

23 BY MR. AGATHEN:

24 Q. Is it true that Invenergy is developing a 165
25 MW wind project in Worth County, Iowa?

1 A. Invenergy has development activities all over
2 the country. I don't recall every one of them.

3 Q. Do you have your answer to Data Request SS31?

4 A. Yes, I see that.

5 Q. Could you state what the question and answer
6 to that data request is?

7 A. The question is, is Invenergy attempting to
8 develop a wind project on approximately 30,000 acres of
9 land in Worth County, Iowa. If so, what is the expected
10 MW capacity of the project?

11 Q. And the answer?

12 A. The first supplemental response was yes. The
13 expected nameplate capacity is 165 MW.

14 Q. Thank you. Is that within MISO territory?

15 A. I'm not terribly familiar with that project.

16 Q. Is it fair to assume that Invenergy expects
17 that this Iowa wind project will be profitable?

18 A. Again, I'm not familiar with that project. We
19 have many developments across the country that certainly
20 we're pursuing with the expectation of profitability.

21 Q. For all of them presumably?

22 A. Presumably.

23 Q. Would you turn, please, to page 11 of your
24 direct testimony.

25 A. Okay.

1 Q. At line 16 to 17, you talk about corporate
2 deals for renewable energy completed in the PJM and MISO
3 markets, correct?

4 A. Sorry. Can you repeat the lines.

5 Q. 16 and 17.

6 MR. SCHULTE: I missed the page number also.

7 MR. AGATHEN: Page 11.

8 BY MR. AGATHEN:

9 Q. Do you recall the question?

10 A. I'm sorry. I'm just reading the paragraph
11 again. Can you repeat the question.

12 Q. Sure. Question was at line 16 to 17 you talk
13 about corporate deals for renewable energy completed in
14 the PJM and MISO markets?

15 A. Yes, that's the context of those lines.

16 Q. Do you know of any such deals which were for
17 delivery to corporate customers located in Missouri?

18 A. I don't know offhand.

19 Q. At paragraph 14, page 11 of this Report and
20 Order in the last CCN case the Commission stated, quote,
21 the Project would not provide service to end-use
22 customers or provide retail service in Missouri, end
23 quote. Is that still an accurate statement?

24 A. Can you repeat the statement?

25 Q. The Project would not provide service to

1 end-use customers or provide retail service in Missouri.

2 MR. SCHULTE: That calls for a legal
3 conclusion regarding the retail -- the retail electric
4 laws of the state of Missouri.

5 JUDGE DIPPELL: I'm going to overrule the
6 objection. The witness can answer if he knows.

7 BY MR. AGATHEN:

8 Q. Is that still the case?

9 A. I'm not sure what is meant by end-use
10 customers in that context.

11 Q. In the Commission Order?

12 A. Correct.

13 Q. At that same page in paragraph 13 the
14 Commission stated that Grain Belt customers would
15 consist principally of wind energy producers in western
16 Kansas and wholesale buyers of electricity such as
17 utilities, competitive retail energy suppliers, brokers
18 and marketers. My question is, is that statement still
19 accurate?

20 A. Can you repeat it, please?

21 Q. Grain Belt customers would consist principally
22 of wind energy producers in western Kansas and wholesale
23 buyers of electricity such as utilities, competitive
24 retail energy suppliers, brokers and marketers.

25 MR. SCHULTE: Does counsel for MLA have a copy

1 of the CCN Order that he could provide the witness?

2 It's difficult I think for the witness to follow along
3 without having a copy in front of him to make sure that
4 the words are coming across accurately.

5 MR. AGATHEN: I'm just repeating verbatim what
6 the Commission Order stated.

7 JUDGE DIPPELL: I understand. Do you have any
8 copies of the Order with you, Mr. Agathen, besides the
9 one you're reading from?

10 MR. SCHULTE: We may as well and we can
11 provide a copy.

12 JUDGE DIPPELL: Do you have significant
13 questions along this line, Mr. Agathen?

14 MR. AGATHEN: Not along this line.

15 JUDGE DIPPELL: Do you have quite a bit more
16 cross-examination to do of this witness?

17 MR. AGATHEN: Quite a bit, Your Honor.

18 JUDGE DIPPELL: Okay. I think maybe what
19 we'll do then is just go ahead and break for lunch now
20 and then we can get copies of the Order for the witness
21 and other witnesses and everybody's reference. I'll let
22 you all find copies of that Order. I'm not providing
23 that.

24 MR. SCHULTE: We'll do so.

25 JUDGE DIPPELL: Thank you. Let's go ahead

1 then and break for lunch until 1:30. Thank you. Let's
2 go off the record.

3 (The noon recess was taken.)

4 JUDGE DIPPELL: Okay. Let's go ahead and go
5 back on the record then. Back on the record after our
6 lunch break. We left off with Mr. Agathen asking
7 Mr. Sane -- is that the right way to say it?

8 THE WITNESS: Sane.

9 JUDGE DIPPELL: -- asking questions. And were
10 we able to get a copy of that Report and Order for the
11 witness to look at?

12 MR. AGATHEN: Yes, Judge. I didn't but others
13 have gotten copies.

14 JUDGE DIPPELL: Do you have a copy of it now?

15 THE WITNESS: I do.

16 JUDGE DIPPELL: Okay. Great. Go ahead, Mr.
17 Agathen.

18 MR. PRINGLE: Judge Dippell --

19 JUDGE DIPPELL: Yes, I'm sorry.

20 MR. PRINGLE: -- before we begin, I just want
21 to make sure, I know that there are people taking photos
22 from the gallery. I just want to make sure that if
23 there's any guidelines. I don't want a flash going off
24 in a witness's face is the only question I have.

25 JUDGE DIPPELL: There's photos? Is that what

1 you're saying?

2 MR. PRINGLE: Uh-huh.

3 JUDGE DIPPELL: I don't think that the
4 Commission has any particular policy on photographs.
5 And given that this is being streamed over the internet,
6 as long as it's not disruptive, then I guess it's fair
7 game.

8 MR. PRINGLE: Thank you, Judge.

9 JUDGE DIPPELL: And the Chairman would like
10 you to get his good side only, please. (Laughter) We
11 also had some members of the media here earlier as you
12 could see with the television camera. All right. You
13 can go ahead, Mr. Agathen.

14 MR. AGATHEN: Thank you.

15 BY MR. AGATHEN:

16 Q. Do you now have a copy of the Commission Order
17 from the last CNN case?

18 A. I do.

19 Q. If you'd turn, please, to page 11, paragraph
20 13. Do you see where the Commission stated that Grain
21 Belt customers would consist principally of wind energy
22 producers in western Kansas and wholesale buyers of
23 electricity such as utilities, competitive retail energy
24 suppliers, brokers and marketers, do you see that?

25 A. I see that.

1 Q. Is that statement still accurate?

2 A. Yes, I would still expect those to be the
3 principal customers for Grain Belt.

4 Q. I've got a follow-up question from an earlier
5 exchange. Does Grain Belt have any contracts with wind
6 generators in Kansas which provide for connection to the
7 Grain Belt line?

8 A. No, we don't have any contracts in place at
9 this time.

10 Q. On a different subject, is it correct that
11 Grain Belt would be responsible for paying for network
12 upgrade costs for RTO interconnections?

13 A. Yes, there's network upgrades associated with
14 our requested interconnections.

15 Q. And Grain Belt would be responsible for paying
16 for those?

17 A. For the costs assigned to Grain Belt.

18 Q. Right. You've read the testimony from Staff's
19 witnesses in this case, have you not?

20 A. I believe I read most of them, yes, or all of
21 them.

22 Q. At page 5 of his testimony, Mr. Shawn Lange
23 notes that Invenergy has requested that the FERC hold a
24 technical conference to explore ways to "make available
25 and compensate certain grid reliability and resilience

1 benefits associated with interregional high voltage
2 direct current transmission provided on a merchant
3 basis." Do you recall that?

4 MR. SCHULTE: I would ask that documents
5 referred to by counsel that the witness does not have a
6 copy of that a copy be provided to the witness.

7 MR. AGATHEN: I'm just asking if the witness
8 recalls that statement.

9 MR. SCHULTE: Words have very particular
10 meanings in a lot of cases and it is much easier and
11 more fair to the witness and it will be a more clear
12 record for the Commission if the witness has an
13 opportunity to see the document that is being referred
14 to.

15 JUDGE DIPPELL: And I understand your point.
16 I'm assuming, Mr. Agathen, you don't have an extra copy
17 of that testimony.

18 MR. AGATHEN: That is correct.

19 JUDGE DIPPELL: So what I'm going to do is
20 allow him to ask his questions and then on redirect if
21 you need to redirect him you can do so. So go ahead,
22 Mr. Agathen. You probably need to repeat the question.

23 BY MR. AGATHEN:

24 Q. Do you need that repeated?

25 A. Yes, please.

1 Q. At page 5 of his testimony, Mr. Shawn Lange
2 notes that Invenergy has requested that FERC hold a
3 technical conference to explore ways to "make available
4 and compensate certain grid reliability and resilience
5 benefits associated with interregional high voltage
6 direct current transmission provided on a merchant
7 basis." Do you recall a statement to that effect?

8 A. I don't recall the specific statement from his
9 testimony, no.

10 Q. Has Invenergy filed a FERC document asking for
11 a technical conference to explore ways to do what Mr.
12 Lange was saying?

13 A. Yes. Invenergy Transmission has requested a
14 technical conference be convened by FERC to look at the
15 reliability benefits that an interregional HVDC project
16 can bring.

17 Q. Thank you. Under Invenergy's filing in that
18 docket, might Grain Belt and/or Invenergy be the
19 beneficiaries of compensation for the roles they
20 supposedly play in grid reliability and resilience?

21 A. The proposed request would apply to any
22 interregional HVDC transmission line if it's determined
23 that it can bring a reliability benefit.

24 Q. Including Grain Belt?

25 A. Grain Belt is an interregional HVDC

1 transmission line.

2 Q. So yes?

3 A. Yes.

4 Q. Can you assure the Commission that Invenergy's
5 suggestions in that proceeding would not affect the
6 Missouri rates of retail customers of the utilities
7 which have no relationship to the Grain Belt Project?

8 A. It's unclear how anything would even come
9 about of that proceeding. So I can't speculate on what
10 the outcome may be.

11 Q. I understand but you can't assure the
12 Commission that they won't pay for those charges, can
13 you?

14 MR. SCHULTE: Asked and answered.

15 MR. AGATHEN: I don't think that was answered.

16 JUDGE DIPPELL: Can you answer yes or no or I
17 don't know? He asked can you assure the Commission.

18 THE WITNESS: As I don't know the outcome of
19 that proceeding, I can't speculate on what the outcome
20 would be.

21 BY MR. AGATHEN:

22 Q. If you turn to page 10, paragraph 11 of the
23 Commission Order in the last case?

24 A. Sorry. Can you repeat the reference.

25 Q. Page 10, paragraph 11, and my thanks to

1 whoever provided the copies of the Order. Do you see
2 where the Commission stated that the Project's
3 development, construction and operations costs would be
4 borne by the investors in Grain Belt and the
5 transmission customers?

6 A. I see that.

7 Q. Is that also entirely true for the Revised
8 Project being proposed in this proceeding?

9 A. Yes. Grain Belt is being pursued as a
10 merchant HVDC project. Invenergy is bearing the
11 development risk of the Project and ultimately the
12 investors of Grain Belt will be bearing the risks of the
13 Project.

14 Q. Of the Revised Project as well?

15 A. Correct.

16 Q. Thank you. In your opinion, what is the
17 defining characteristic which makes the transmission
18 line a merchant transmission project?

19 A. The main driver of a merchant transmission
20 project as opposed to a planned transmission project is
21 in the form of revenue that is collected by the project.
22 In the case of a merchant project, it is on the project
23 itself to find its source of revenue, whereas for a
24 planned transmission project the RTO or other
25 transmission organization has guaranteed the payments to

1 be made to the project.

2 MR. AGATHEN: At this point, Your Honor, I'd
3 like to read into the record two items from a request
4 for admissions that we sent to Grain Belt.

5 JUDGE DIPPELL: Can you show those to Grain
6 Belt.

7 MR. AGATHEN: I have an extra copy. Do you
8 want one, Judge?

9 JUDGE DIPPELL: Mr. Schulte, did you have.

10 MR. AGATHEN: 6 and 7, yeah, that's it.

11 MR. SCHULTE: We would object to them being
12 read into the record without them being related to a
13 question to the witness. This is a time for
14 cross-examination, not the entry of evidence by counsel.
15 So it has to be posed in the form of a question to the
16 witness.

17 JUDGE DIPPELL: Mr. Agathen.

18 MR. AGATHEN: Yes, Your Honor. Judge, I've
19 just handed you and Mr. Schulte a copy of a case which
20 essentially says that the answers to their requests for
21 admissions can be read into the record at any time.

22 JUDGE DIPPELL: Do you have a line of
23 questioning based on these admissions?

24 MR. AGATHEN: Not a line of questioning to
25 this witness, although it goes to the question of

1 whether or not Grain Belt is really a merchant
2 transmission line which we've talked about with the
3 witness.

4 JUDGE DIPPELL: But not directly needed from
5 this witness at this time?

6 MR. AGATHEN: That's correct.

7 JUDGE DIPPELL: Okay. So my understanding is
8 that you're basically asking the Commission to admit
9 these two admissions into the record as evidence.

10 MR. AGATHEN: Yes.

11 JUDGE DIPPELL: I'm also -- sorry. Go ahead.

12 MR. AGATHEN: However you want to do that. I
13 could read them into the record or if you'd prefer some
14 other method, that's fine.

15 JUDGE DIPPELL: And Mr. Schulte, you have an
16 objection to those two admissions?

17 MR. SCHULTE: We do. The two requests for
18 admissions that Mr. Agathen, as I've been told by him,
19 that he is going to offer into evidence are verified by
20 Brad Pnazek and Brad Pnazek is not a witness to this
21 proceeding. And so it is not appropriate to offer these
22 into evidence during the cross-examination of Shashank
23 Sane.

24 JUDGE DIPPELL: Okay. And the other parties
25 haven't had a chance to see these admissions. So they

1 can't express their objections at this time. So again
2 I'm going to hold my ruling on this and look into the
3 legal side of this a little more.

4 MR. AGATHEN: So your preference would be that
5 I not read those into the record at this point?

6 JUDGE DIPPELL: At this point. And I might
7 ask that you share copies of that with the other counsel
8 so that when time comes for me to make a ruling I can
9 see if there are other objections.

10 MR. AGATHEN: Okay, Judge.

11 BY MR. AGATHEN:

12 Q. On a different subject, is Invenergy planning
13 to build a wind farm in Kansas that would include
14 something along the lines of 1,000 wind turbines?

15 A. As I mentioned earlier, Invenergy is
16 developing projects throughout the country. I'm not
17 sure which specific one you're referring to.

18 Q. That's in Kansas and it's supposed to be the
19 largest wind farm in the country with 1,000 wind
20 turbines. Does that ring a bell?

21 A. I'm not terribly familiar with the generation
22 portion of our business. So I'm not sure which one
23 you're referring to.

24 Q. So you don't know?

25 A. I don't know.

1 Q. I've got some questions related now to your
2 surrebuttal testimony. Do you have a copy of that with
3 you?

4 A. I do.

5 Q. Would you turn, please, to page 10 of that
6 surrebuttal.

7 A. Okay.

8 Q. Beginning at line 20 and carrying over to the
9 next several pages, you discuss a proceeding at the FERC
10 Docket EL22-83-000, correct?

11 A. Yes, I see that's what the question is in
12 reference to.

13 Q. That proceeding was initiated when Invenergy
14 filed a formal complaint at the FERC against MISO; is
15 that correct?

16 A. Correct.

17 Q. In your surrebuttal you discuss a study which
18 has been compiled for Invenergy for use in the complaint
19 case by a firm named ICF International; is that correct?

20 A. That's right.

21 Q. Now sometimes referred to as ICF?

22 A. For short, yeah.

23 Q. In April of this year Invenergy filed a
24 pleading with the FERC in the complaint case which
25 summarized in support of the ICF study, correct?

1 A. Correct.

2 Q. In general, the ICF study which you discuss in
3 your surrebuttal was quite critical of MISO's planning
4 procedures, was it not?

5 A. Yes, it was meant to show that not including
6 Grain Belt was suboptimal in the planning of the LRTP.

7 Q. In brief, Invenergy's complaint at the FERC is
8 that MISO does not include the Grain Belt Project as
9 part of MISO's base case for which they evaluate their
10 long-term transmission needs; is that correct?

11 A. That's correct.

12 Q. To put your surrebuttal testimony on this
13 matter in context, could you briefly explain what the
14 term base case means in MISO's planning for transmission
15 projects?

16 A. Sure. When MISO looks at their long-range
17 transmission plan, they assume a certain base case of
18 the system configuration for proposing transmission
19 lines to be built in the future. So that base case is
20 the system conditions they're assuming for analysis
21 purposes.

22 Q. Sort of the starting point?

23 A. Yes.

24 Q. Does MISO use this base case as the starting
25 point? I think you've answered that. Excuse me. The

1 reason MISO has not included the Grain Belt Project as
2 part of MISO's base case is because Grain Belt does not
3 have an interconnection agreement with MISO; is that
4 correct?

5 A. That is the justification that they have
6 provided.

7 Q. And MISO views the interconnection agreement
8 as the standard for inclusion of a project in its base
9 case; is that essentially correct?

10 A. They have used that as their arbitrary
11 standard to include or not.

12 Q. Arbitrary in your opinion?

13 A. It's not in their tariff. So it is their
14 decision.

15 Q. Is their position what?

16 A. I'm sorry?

17 Q. I didn't understand that last answer. It's
18 their position what?

19 A. It's their decision.

20 Q. If MISO had included the Grain Belt Project in
21 its base case, then in all likelihood one or more
22 projects actually approved by MISO in its recent Tranche
23 1 set of projects would not have received MISO's
24 approval; is that a fair statement?

25 A. I think it's fair to say that the outcome of

1 that planning process would have looked different with
2 the inclusion of Grain Belt in the base case.

3 Q. With some projects probably being eliminated?

4 A. I'm not in a position to say.

5 Q. After MISO filed its answer to the Invenergy
6 complaint, did a group of transmission line owners
7 within MISO also file a protest to Invenergy's
8 complaint?

9 A. I don't recall.

10 Q. You were somewhat familiar with the pleadings
11 in that case, are you not?

12 A. At a high level.

13 Q. I'm handing you a document titled Protest of
14 the MISO Transmission Owners. Does that refresh your
15 recollection about the filing in the protest by
16 transmission owners in MISO?

17 A. It seems to be a protest in that case, yes.

18 Q. And there are a number of utilities listed in
19 the first footnote, those that are sponsoring that
20 filing, is there not?

21 MR. SCHULTE: I'm going to object, because I
22 don't have an adequate opportunity to defend the witness
23 because I don't have a copy of the document that's being
24 reviewed. And if counsel for MLA was planning to ask
25 questions about this document, he could have easily made

1 more than one copy so that counsel could have a copy
2 which is standard protocol.

3 MR. AGATHEN: Judge, my recollection is the
4 standard protocol is that I just have a show counsel a
5 copy of what I'm handing the witness.

6 JUDGE DIPPELL: Certainly he needs an
7 opportunity to adequately review it.

8 MR. AGATHEN: Right. I gave him that
9 opportunity.

10 MR. SCHULTE: If we're going to do that, then
11 we're going to be here for a very long time. That was a
12 multi-page document with lots of information contained
13 in it. So if the process being proposed by counsel is
14 that I read the entire thing and retain that knowledge
15 during the questioning of the witness, then I'm going to
16 need some time to read the entire document, take notes
17 and memorize it before questions are asked.

18 MR. AGATHEN: Judge, I think counsel is just
19 trying to make it more difficult to cross-examine the
20 witness with no real foundation.

21 MR. SCHULTE: I object to that representation.
22 The simple solution which I'm proposing is that two
23 copies at least of every document that's handed to the
24 witness be produced.

25 JUDGE DIPPELL: It certainly would make it

1 easier, Mr. Agathen, if we had at least a copy for
2 counsel to review. I'm not going to prohibit you from
3 asking your questions but perhaps we can postpone this
4 line of questioning until we can get another copy.

5 MR. AGATHEN: Maybe I could just ask this,
6 Judge.

7 BY MR. AGATHEN:

8 Q. Sir, do you recall that there was a group of
9 utilities which filed a protest basically against your
10 complaint?

11 A. That's what this document seems to show.

12 Q. That would include, what, about 15 utilities
13 including Ameren?

14 A. I haven't counted it up, but there's a number
15 of utilities on the page here.

16 Q. Including Ameren?

17 A. Ameren Services Company is one of the names.

18 Q. There were several other pleadings filed in
19 this case, were there not?

20 A. I believe a number of parties did comment on
21 it, yes.

22 Q. I'll skip to the one, the pleading where
23 Invenergy summarized in support of the ICF study which
24 you also supported in your surrebuttal testimony that
25 ICF study was a totally new analysis compiled at

1 Invenergy's request just for use in the complaint case,
2 was it not?

3 A. Yes.

4 Q. MISO just recently filed its response to that
5 last document; is that correct?

6 A. Yes. I believe they just filed their
7 response.

8 MR. AGATHEN: Judge, I'm distributing a copy
9 of the document the witness last referred to which was
10 MISO's response to the study that we were talking about.

11 JUDGE DIPPELL: Were you intending to offer
12 this?

13 MR. AGATHEN: Yes.

14 JUDGE DIPPELL: I will mark it as Exhibit 300.
15 Did you give one to the court reporter?

16 MR. AGATHEN: Your Honor, did you say this is
17 marked as Exhibit 300?

18 JUDGE DIPPELL: Yes. And that is titled
19 Answer of the Midcontinent Independent System Operator,
20 Inc. to Motion to File Supplemental Information and
21 Supplemental Information of Invenergy Transmission LLC
22 in FERC Docket No. EL22-83-000.

23 MR. SCHULTE: Has a motion been made to enter
24 it into evidence?

25 JUDGE DIPPELL: No, I just marked it.

1 BY MR. AGATHEN:

2 Q. This was filed by MISO in answer to
3 Invenergy's pleading which included the ICF study,
4 correct?

5 A. Yes, I believe that's right.

6 MR. AGATHEN: Your Honor, I'll offer the
7 Exhibit 300 into evidence.

8 JUDGE DIPPELL: Would there be -- go ahead.

9 MR. SCHULTE: We object. This is an answer in
10 a FERC proceeding. It was just filed two weeks ago on
11 May 19. It is many pages long. Looks like the portion
12 we've been provided at least, I'm not sure if it's a
13 complete -- I've never seen this before, so I'm not sure
14 if it's a complete copy. I don't see the relevance to
15 the issues in front of this Commission. The ICF study
16 was initially raised by Staff because it addressed
17 alleged impacts that Grain Belt may have on the economic
18 benefits of Tranche 1 of MISO's transmission planning
19 projects known as the LRTP. If there are specific
20 questions about that specific issue that was raised in
21 Staff's testimony, then that would be relevant to this
22 proceeding. But to wholesale move to enter a document
23 that was just filed two weeks ago in a separate
24 proceeding without relating it in any way to the
25 specific issues on how Grain Belt impacts Missouri is

1 very irrelevant and prejudicial because we haven't even
2 had an opportunity to review this, the witness hasn't
3 been asked if he's had an opportunity to review this,
4 and there are, you know, many issues in here that may or
5 may have no relation to the issues before the
6 Commission.

7 MR. AGATHEN: Your Honor, the witness is the
8 one that addressed the ICF issue in his testimony and
9 supported it as one document which supported Invenergy's
10 complaint against MISO. This is simply a response to
11 the study which the witness referred to in a filing with
12 the FERC in the complaint case. I don't think the
13 witness should be allowed to simply talk about the ICF
14 study in a favorable manner without us having the
15 opportunity to rebut it.

16 JUDGE DIPPELL: And are there any other
17 objections to Exhibit 300?

18 MR. BRADY: Your Honor, Clean Grid Alliance
19 also joins in the objection to this exhibit. We do not
20 have Mr. Donner (phonetic spelling) here to
21 cross-examine to better understand the foundation and
22 rationale for this answer, nor do we have a response
23 from Invenergy or any of their folks regarding this. So
24 we also join in the objection to this.

25 MS. WHIPPLE: Your Honor, MEC joins in the

1 objection on additional grounds in that this particular
2 document is not an Invenergy filing. So it isn't even
3 arguably an admission or a statement by Invenergy
4 itself. It's an entity that isn't in this proceeding at
5 all, and so that would be the additional grounds that
6 MEC raises.

7 MR. ELLINGER: Associated Industries would
8 also join in the objection and further raise there's
9 been no foundation laid for this witness to verify this
10 document. It's not a record of a governmental agency.
11 It is simply a pleading that was filed in the case.
12 There's no foundation for this to be admitted. We join
13 in the other objections.

14 MR. AGATHEN: The witness did admit, if I
15 recall, that it appeared to be the response from MISO to
16 the pleading which included the ICF study, Judge.

17 MR. SCHULTE: That is not an admission to the
18 content of the document. And if Mr. Agathen's point is
19 that there was a response filed, then that's been
20 established. But it's now that he's attempting to enter
21 the entire contents of that response without any
22 opportunity to cross-examine MISO or examine the bases
23 for the content of this document, there's no foundation
24 for that.

25 JUDGE DIPPELL: Okay. Are there any other

1 objections? I hate to sound like a broken record, but I
2 too need a chance to look at this document before making
3 my ruling. So I'm going to hold that ruling at this
4 time. Did you have additional questions related to this
5 document, Mr. Agathen?

6 MR. AGATHEN: Let me check, Judge. I have a
7 few questions related to the complaint case but not
8 related to that document specifically.

9 JUDGE DIPPELL: Okay. Then proceed.

10 BY MR. AGATHEN:

11 Q. If you recall, Invenergy's initial complaint
12 against MISO was filed with the FERC in August of last
13 year, was it not?

14 A. I don't recall the exact date but that sounds
15 about right.

16 Q. And Invenergy asked the FERC to fast track its
17 complaint against MISO, did it not?

18 A. Yes.

19 Q. That was ten months ago more or less?

20 A. More or less.

21 Q. Has the FERC taken any action at all on the
22 complaint?

23 A. No, I don't believe they have.

24 MR. AGATHEN: Your Honor, I would ask that the
25 Commission take administrative notice of another piece

1 from the record of the last CCN Case EA-2016-0358. That
2 would be the direct testimony of Dr. Anthony Wayne
3 Galli, G-a-l-l-i, on behalf of Grain Belt, specifically
4 page 29, line 23 to page 30, line 5.

5 JUDGE DIPPELL: Would you repeat those page
6 and line numbers?

7 MR. AGATHEN: Begins at page 29, line 23 and
8 goes over to page 30 and part of line 5.

9 JUDGE DIPPELL: Okay. And again I'll ask do
10 you have specific questions about that portion of the
11 testimony for this witness?

12 MR. AGATHEN: I do, Judge.

13 JUDGE DIPPELL: You do?

14 MR. AGATHEN: Yes.

15 JUDGE DIPPELL: I don't suppose you have a
16 copy of that testimony.

17 MR. AGATHEN: Just the one copy, Judge. I'd
18 like to read it into the record, the portion that I'm
19 asking the Commission to take notice of.

20 JUDGE DIPPELL: Why don't you go ahead and
21 read that portion so I can know what we're talking
22 about.

23 MR. SCHULTE: We object to the reading of
24 testimony from another witness from another proceeding
25 without any additional context. There were objections

1 previously to a similar attempt to enter into the
2 administrative record a snippet of testimony from a
3 witness who is not present today, and that objection was
4 based on the lack of context, the lack of opportunity to
5 cross-examine. And again we're not trying to be
6 difficult here. We're just trying to make sure that the
7 Commission's record is clean and complete. And in order
8 to have a complete record, we would need the entirety of
9 that witness's testimony. We would need the
10 cross-examination transcript of that witness. We would
11 need other witnesses that address the same issue in that
12 proceeding. And we don't have any of that. And so
13 cherry picking snippets is not appropriate and we object
14 on that basis.

15 JUDGE DIPPELL: I'm going to allow him to read
16 what it is that we're even talking about so that I have
17 some idea what it is that I need to ask for objections
18 to and rule on. So go ahead and read it, Mr. Agathen.

19 MR. AGATHEN: Thank you, Judge. This is from
20 testimony of Dr. Anthony Wayne Galli testifying on
21 behalf of Grain Belt. Quote, MISO has designed the DPP
22 process to prevent interconnection customers from
23 entering the DPP and signing interconnection agreements
24 until it is certain the customer's project will be
25 built. Withdrawal of projects that enter the DPP

1 process creates significant problems for MISO because
2 future interconnection projects are modeled assuming
3 projects in the DPP are built. Changing the assumptions
4 causes study delays, additional study costs, and general
5 uncertainty, end quote.

6 JUDGE DIPPELL: What is the line of
7 questioning that you want to ask this witness about that
8 testimony?

9 MR. AGATHEN: That what Dr. Galli testified to
10 basically supports MISO's position in the complaint
11 case. It identifies the same problems that MISO is
12 raising.

13 MR. SCHULTE: I object to that representation.
14 It assumes facts not in evidence. The MISO response has
15 not been entered into evidence. And if counsel for MLA
16 wants to ask this witness questions specifically about
17 his testimony in this case, then that's what this
18 portion of the proceeding is for. We are continually
19 going back to -- There was an opportunity for MLA to
20 enter evidence into the record through rebuttal
21 testimony. That time has come and gone and MLA did not
22 file any testimony in rebuttal to Grain Belt's direct
23 case. What appears to be happening now is that counsel
24 for MLA is trying to not cross-examine this witness
25 about his testimony but to build a record in rebuttal to

1 our direct case without any relation to what this
2 witness has testified about and it's not appropriate and
3 it's irrelevant to this portion of the proceeding.

4 JUDGE DIPPELL: Okay. I'm going to -- I'm
5 still holding on my whether or how much of the previous
6 case testimony is relevant and necessary in this case.
7 So I don't want to make a ruling that would be different
8 that I would need to change according to how I'm going
9 to rule on the other two issues out there.

10 MR. AGATHEN: Judge, if it would be helpful, I
11 have no objection, this might help out counsel for Grain
12 Belt, to having the entirety of Dr. Galli's direct
13 testimony being not admitted into the record I guess but
14 taking administrative notice of that testimony. So that
15 puts it all in the context. It is Grain Belt's
16 testimony. So the questions about cross-examining him I
17 don't think are relevant here at all.

18 JUDGE DIPPELL: There was an objection earlier
19 to only having one piece of testimony and not all of the
20 cross-examination, and so forth. So I don't think that
21 that -- While I appreciate the offer, I don't think that
22 that solves the question that we're having here. So
23 instead what I'm going to do is let you proceed with
24 your questions as sort of an offer of proof style
25 questioning. I'm going to let you question under the

1 objections that have been made and you can continue to
2 make other objections, counsel, as questions are asked
3 knowing that your overreaching, overall question or
4 objection is pending. So I'm going to let you go ahead
5 and question the witness with regard to this document or
6 this testimony. And when I make my ruling on the
7 testimony, then we will determine if parts of his
8 testimony need to be stricken at that time.

9 MR. AGATHEN: Thank you, Judge.

10 MR. WILLIAMS: Judge, this is Nathan Williams
11 for Public Counsel. I will point out to -- might assist
12 people some of these documents are available on EFIS. I
13 was able to pull up, I don't know if it's Dr. Galli, but
14 Witness Galli's testimony out of the last rate case. To
15 the extent that might assist people in terms of moving
16 this hearing along.

17 JUDGE DIPPELL: Thank you, Mr. Williams. I
18 appreciate anything that would assist in moving this
19 along. I think we're all familiar at least, counsel are
20 all familiar with where these documents can be found.
21 But if we don't have them in front of us, it does cause
22 problems.

23 MR. PRINGLE: Judge Dippell --

24 JUDGE DIPPELL: Yes.

25 MR. PRINGLE: -- Staff, if at any point that

1 we want the physical copies, I'm happy to run upstairs
2 and get physical copies as needed.

3 JUDGE DIPPELL: I appreciate that.

4 Okay. Mr. Agathen, in an effort to as said move this
5 along, go ahead with your questioning. As I said, this
6 is along the lines of an offer of proof.

7 BY MR. AGATHEN:

8 Q. Sir, in the testimony I read from Dr. Galli,
9 he refers to the DPP process in MISO's planning process.
10 Do you know what that refers to?

11 A. At a high level I'm familiar with it.

12 Q. And what would that be at a high level?

13 A. That in general is the interconnection process
14 that MISO follows progressive studies. Witness Carlos
15 Rodriguez would be better equipped to handle detailed
16 questions on the DPP process.

17 Q. Stands for Definitive Planning Phase, does it
18 not?

19 A. I don't recall.

20 MR. AGATHEN: Judge, that's all I have other
21 than some questions that involve confidential and highly
22 confidential documents which I don't want to risk
23 touching on something during cross that Grain Belt
24 considers to be confidential.

25 JUDGE DIPPELL: Okay. Let me ask other

1 counsel who haven't yet done cross-examination or
2 parties, do any of you believe that any of your
3 cross-examination questions will venture into
4 confidential areas? I'm just trying to put it all
5 together or we can go ahead and go in camera now if --
6 why don't we go ahead and go in camera now and then I
7 will offer a chance for redirect on those in-camera
8 questions and further cross-examination, and so forth,
9 all in one session so that we don't have too many times
10 it's broken up. So I would ask counsel, Mr. Agathen,
11 are your questions just confidential information or
12 highly confidential information or highly
13 confidential-competitive?

14 MR. AGATHEN: I think some of it is the
15 highest level.

16 JUDGE DIPPELL: The highly
17 confidential-competitive?

18 MR. AGATHEN: Not all of it but some of it.

19 JUDGE DIPPELL: Okay. I would ask members of
20 the gallery if you are not authorized to hear highly
21 confidential-competitive information to leave the room.

22 MS. WHIPPLE: Your Honor, this is MEC. I
23 think, and anybody can correct me, but I think in this
24 case the only parties who are affected by the highly
25 confidential-competitive information are MEC, that's me,

1 and Ameren. Ameren isn't here. So of course we will
2 step out when Mr. Agathen gets to the highly
3 confidential-competitive information. But for us to
4 have to leave now while he goes back and forth between
5 just straight-up confidential or highly confidential
6 information, we would then be prejudiced by missing
7 that. If he could just segregate out the HCC, we'll be
8 happy to step out at that time.

9 JUDGE DIPPELL: Yes, that's fine. Is that the
10 only items that you had questions on, Mr. Agathen?

11 MR. AGATHEN: No. I think some of them are
12 merely confidential but some of them are the HCC.

13 JUDGE DIPPELL: Okay. Well, if you would try
14 to hold your HCC information until the end of your
15 questioning.

16 MR. HADEN: Judge, if I could. I think I saw
17 some confusion in the gallery. I guess they may need a
18 quick instruction on who doesn't stay just because I'm
19 seeing a lot of confused faces back there.

20 JUDGE DIPPELL: Yes. So basically if you have
21 not signed a nondisclosure agreement or you are not a
22 party to this case and you're not a member of Staff or
23 Public Counsel, then you are asked to step out at this
24 time and I will send someone out into the lobby when we
25 are finished. We can go off the record for just a

1 minute while we clear the room.

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12 (REPORTER'S NOTE: At this point, public
13 session resumed.)

14 JUDGE DIPPELL: Let's go ahead and go back on
15 the record. All right. We are back on the record back
16 to the public session of cross-examination and we left
17 off with the MLA, and you had finished up, Mr. Agathen;
18 is that correct?

19 MR. AGATHEN: That's correct, Your Honor.

20 JUDGE DIPPELL: So then are there any
21 additional cross-examination questions from the
22 Agriculture Associations?

23 MR. HADEN: Just briefly, Your Honor.

24 FURTHER CROSS-EXAMINATION

25 BY MR. HADEN:

1 Q. Mr. Sane, just to confirm, I want to make
2 sure, I know we had gotten in and then stopped earlier,
3 right now you don't have any standing contracts in
4 Kansas, correct, for wind?

5 A. That's correct.

6 Q. And right now other than MEC's commitment and
7 is it Realgy, they've made a hard commitment, correct,
8 they're on contract?

9 A. Correct.

10 Q. Other than those two, you have no other
11 contracts in hand for the provision of power in Missouri
12 or elsewhere; is that correct?

13 A. No signed contracts at this time.

14 Q. Yeah, I understand. There may be proposals,
15 but you don't actually have a signed legal commitment
16 contract in hand from another company, correct?

17 A. That's correct.

18 MR. HADEN: That's all I had.

19 JUDGE DIPPELL: And Mr. Hollander, any
20 questions? You told me you did not intend to ask
21 questions.

22 JUDGE DIPPELL: Ms. Stemme.

23 MS. STEMME: No questions.

24 JUDGE DIPPELL: Associated Industries.

25 MR. ELLINGER: Just very, very briefly, Judge.

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FURTHER CROSS-EXAMINATION

BY MR. ELLINGER:

Q. Mr. Sane, have you received interest from corporations around the country?

A. In participating in Grain Belt?

Q. In participating in Grain Belt, yes.

A. Yes, we have.

Q. Are those representative of the types of contracts that could be entered into?

MR. AGATHEN: Your Honor, I'm going to object. This is obviously friendly cross, which it's my understanding the Commission did away with a long time ago.

JUDGE DIPPELL: Your understanding is incorrect, Mr. Agathen. We basically base it on a case-by-case basis. Friendly cross has been allowed and it really depends on what the information is. We're trying to get as much information in front of the Commission as we can. So I'm going to overrule your objection and allow the witness to answer.

MR. AGATHEN: My mistake, Your Honor.

JUDGE DIPPELL: That's quite all right.

THE WITNESS: Can you repeat the question?

BY MR. ELLINGER:

Q. Those corporate, the interest they have

1 expressed, is that reflective of in general different
2 types of the mix of people that have an interest in
3 capacity if this Project is approved?

4 A. Correct, corporations are one of the customer
5 types who are seeking capacity on the line.

6 Q. If you take a look at Exhibit 1, page 11 of
7 your public testimony, line 14 through 19.

8 A. Sorry. That was in the direct testimony?

9 Q. Yes. I'm sorry. Yes, Exhibit 1, your direct
10 testimony, page 11, lines 14 through 19. Do you see
11 where I'm at?

12 A. Sorry. Can you give me the page number again?

13 Q. Page 11.

14 A. 14 to 19.

15 Q. Yes. Do you see where I'm at there?

16 A. Yep.

17 Q. I notice that that discussion talks about the
18 high demand for energy. It goes up through 2021. I'm
19 curious. Has there been any information on demand in
20 2022 and whether that has shown an increase or not?

21 A. I don't have that information with me, no.

22 MR. ELLINGER: No further questions, Judge.

23 JUDGE DIPPELL: Thank you. Are there any
24 public session questions from the Commissioners?

25 Commissioner Rupp.

1 CHAIRMAN RUPP: Thank you, Judge.

2 QUESTIONS

3 BY CHAIRMAN RUPP:

4 Q. I believe it was in your counsel's opening
5 that they stated that this Project is going to help
6 eliminate the amount of the queue in SPP's queue? How
7 would that be? Wouldn't it actually add projects to the
8 queue that would want to be approved? So walk me
9 through your counsel's -- he teed it up.

10 A. Sure. Well, I think counsel was talking about
11 the potential benefits of this Project to SPP of which
12 there are many even though we're not connecting into SPP
13 on the Missouri side. One of those benefits could be a
14 reduction in the queue in western Kansas for SPP. As
15 wind projects that previously only had SPP as an option
16 to interconnect will have an additional option now of
17 connecting to Grain Belt as a potential market outlay or
18 market connectivity point. So instead of all resources
19 being solely able to connect to SPP, they may have an
20 option of whether they want to try to connect to SPP or
21 whether they want to try to connect to Grain Belt.

22 Q. Okay. So you're viewing it as the Project
23 would provide more connection points for projects, not
24 that it would reduce the number of potential connections
25 that SPP has to go and study that is currently in their

1 queue?

2 A. Right. It would reduce the number that SPP
3 would need to study to the extent that there's a project
4 that is currently in the SPP queue that decides instead
5 of pursuing an SPP interconnection they're going to
6 pursue a Grain Belt interconnection.

7 Q. Okay. So they could eventually drop out of
8 the queue --

9 A. Correct.

10 Q. -- and go in -- I see what you're saying.

11 A. Correct.

12 CHAIRMAN RUPP: Okay. Thank you.

13 JUDGE DIPPELL: Any other?

14 COMMISSIONER HOLSMAN: Judge, this is
15 Commissioner Holsman.

16 JUDGE DIPPELL: Yes, Commissioner. Go ahead.

17 COMMISSIONER HOLSMAN: Thank you.

18 QUESTIONS

19 BY COMMISSIONER HOLSMAN:

20 Q. Real briefly. We talked about a lot of
21 firming up the revenues today with, you know, getting
22 contracts and you gave us a time that you thought these
23 contracts could be accepted while we were in camera. We
24 don't have to talk about that. But when it relates to
25 the phases, Phase I you're approved if you get complete.

1 What is the time horizon for when you believe that you
2 would be financially viable for Phase II? How long do
3 you think that will take?

4 A. Sure. So if I'm understanding the question
5 correctly, essentially, you know, how long until Phase
6 II is ready to start construction?

7 Q. Yes, that's correct.

8 A. So Phase II is much earlier in the development
9 cycle than Phase I. We have just received our approval
10 in Illinois on the route for Phase II earlier this year
11 and are just beginning the land acquisition effort in
12 Illinois as opposed to the 87 percent or more of land
13 that we have for Phase I. In addition, all of the
14 engineering and environmental work is at a much earlier
15 stage for Phase II than Phase I and the interconnection
16 process in PJM has been delayed because of reforms that
17 PJM is undertaking in their interconnection process. So
18 there will be really a multi-year gap between when Phase
19 I is ready for construction versus when Phase II could
20 be ready for construction potentially, you know, two
21 years or so between those two time frames.

22 Q. What percentage of Missouri landowners fall
23 under Phase I versus Phase II? I know that we've heard
24 earlier testimony that predominantly Phase I --

25 JUDGE DIPPELL: Commissioner, you're breaking

1 up a little.

2 BY COMMISSIONER HOLSMAN:

3 Q. What percentage of Missouri landowners fall
4 into which phase? Phase I or Phase II?

5 A. I don't have that number with me right now. I
6 think Kevin Chandler may be able to provide more
7 details, but approximately 210 miles or so I believe are
8 in Phase I and 50 or so miles are in Phase II.

9 Q. And do you believe that Phase I can be
10 constructed and completed and viable if Phase II is
11 never initiated?

12 A. Yes, Phase I will be economically viable by
13 itself.

14 COMMISSIONER HOLSMAN: All right. Thank you,
15 Judge.

16 JUDGE DIPPELL: Yes, you broke up there. Were
17 you saying that you're finished, Commissioner?

18 COMMISSIONER HOLSMAN: Yes. Thank you, Judge.
19 Sorry, Judge. Thank you.

20 JUDGE DIPPELL: Thank you. Any other
21 Commission questions? All right. I have some and I
22 think most of them have been asked. So I'm going to
23 give me just a second to review them.

24 QUESTIONS

25 BY JUDGE DIPPELL:

1 Q. So I asked a specific version of this question
2 in HC, but as a general matter not specific customers or
3 recipients but who is the -- what is the category of
4 recipients or customers that are intended of the
5 additional 2000 MW that will be injected into the
6 McCredie subdivision?

7 A. Sure.

8 Q. Substation. Sorry.

9 A. One point of clarity there. It's a
10 combination of McCredie substation and the Burns
11 substation that comprise the 2500 MW. The customer
12 composition is really in two categories, one being
13 electric utilities and the other being major
14 corporations looking to meet their renewable energy
15 goals.

16 Q. Okay. From market perspective, how have the
17 potential customers for Grain Belt changed since the
18 initial application?

19 A. I'd say there's been a number of changes since
20 the initial application. First on both the electric
21 utilities and the corporation side of things. The
22 demand for renewable energy has increased substantially
23 since this was first heard before the Commission. The
24 electric utilities have established very high targets
25 for renewable energy or zero carbon energy within their

1 footprint. A number of corporations have established
2 100 percent renewable energy or clean energy goals. So
3 that's increased the demand and competition for
4 renewable energy resources and increased the value of
5 large scale, high quality renewable energy such as Grain
6 Belt provides access to.

7 I think the other components that have been
8 increased since this was originally considered has been
9 the reliability value that Grain Belt and the associated
10 resources can bring. As electric utilities add more
11 renewable energy to their systems, they realize the need
12 for a diverse pool of renewable energy so that all of
13 the renewables that they are building and using within
14 their resource mix are not within the same
15 meteorological area, same technology type. So having a
16 diverse wind energy resource from Kansas is a great
17 value to customers in MISO and points east.

18 And then the final point is around just the
19 reliability value that a transmission line connecting
20 four different RTOs can bring and the ability to move
21 power between them in times of need as we've seen
22 heightened in the last couple years with Winter Storm
23 Uri, Winter Storm Elliott showing the constraints that a
24 geographic area can feel when it doesn't have the
25 interconnectivity to neighboring regions.

1 Q. And what updated financial analysis did you
2 present to Staff and the other parties to show the
3 financial feasibility of these modifications?

4 A. We provided a financial model. Witness Shine
5 I think provided that as part of her testimony or one of
6 her responses that showed the financial viability of
7 Phase I by itself.

8 Q. And what about for Phase II? What feasibility
9 information did you provide?

10 A. I don't believe that we provided feasibility
11 information for Phase II to date. I will note that
12 market demand in PJM is just as strong as it was
13 previously and, you know, Phase II will certainly be
14 economically viable after Phase I is built.

15 Q. And roughly how much of the change in capacity
16 that the Project has changed is driven by the change in
17 demand or new demand versus flexibility for future
18 opportunities?

19 A. I would say it's largely driven by additional
20 demand from electric utilities and corporate customers
21 for renewable resources here in Missouri and neighboring
22 regions. That was the main driver of it. Having a
23 system that is more balanced between SPP, MISO, AECI and
24 PJM increases the future ability for this to be a true
25 reliability backbone across the central part of the U.S.

1 But really the changes being requested are driven by the
2 demand that is apparent in the market.

3 Q. And I'm just clarifying, you might have been
4 asked this question already, but how much of the part of
5 Phase II is included -- how much of Missouri is included
6 in the Phase II?

7 A. Again, Kevin Chandler would have the exact
8 numbers on this. It's about 50 miles of Missouri is in
9 Phase II.

10 Q. And are there specific customers or the
11 potential for specific customers for that portion in
12 Missouri?

13 A. So Phase II will deliver entirely into the PJM
14 market. So we don't at this time anticipate Missouri
15 customers for Phase II but Missouri does get additional
16 benefit once Phase II is constructed by having an
17 additional reliability link to PJM.

18 Q. Have there been any changes to the Project
19 cost estimates since the application was filed in this
20 docket?

21 A. Yes. The Project costs really move
22 continuously as commodity prices and labor prices and
23 the general market conditions change. I think there's
24 no major what I would call changes in the expected cost
25 to this point but it is going to be a continually moving

1 number until we've locked in firm construction
2 contracts.

3 Q. In general is that continually moving up?

4 A. Both directions.

5 Q. Really?

6 A. Yeah. Certain commodity costs have come down
7 over the last nine months, or however many months it's
8 been since we've submitted the application.

9 Q. Okay. So in your direct testimony you state
10 that the Project will have the capability to deliver
11 energy into MISO south via its AECI interconnection, the
12 Associated Electric Cooperatives. Can you tell us what
13 the geographic area is for MISO south?

14 A. I believe MISO south generally covers Arkansas
15 and Louisiana. There may be other areas in there as
16 well but at a minimum those areas. I believe parts of
17 Texas are in MISO south as well.

18 Q. And do you know where Associated Electric
19 system extends from the McCredie substation?

20 A. Generally towards the south towards Arkansas.

21 Q. When do you anticipate a financial close on
22 the proposed Phase I on schedule?

23 A. We anticipate that the end of 2024 or early
24 2025.

25 Q. And you anticipate construction to be

1 completed when?

2 A. In 2028.

3 Q. And the same for Phase II, I think you talked
4 to the Commissioner about that.

5 A. For Phase II we would anticipate an
6 approximately two year or so lag before Phase II would
7 be ready.

8 Q. At this time how many of the states where the
9 transmission line will be built have approved
10 certificates or authority to build?

11 A. So we have approval now in Kansas, Illinois,
12 and Indiana and then the initial approval in Missouri
13 and the modifications that we're seeking now.

14 Q. Okay. In your direct testimony on page 22,
15 you mentioned that FERC noted the importance of being
16 able to import and export energy between regions to
17 address climate change and extreme weather events. Are
18 you aware of any steps that FERC has taken to escalate
19 formalized or request additional comments to respond to
20 those concerns?

21 A. I believe this line here is in reference to a
22 FERC docket around increasing interregional connectivity
23 having, you know, greater interregional connectivity to
24 deal with extreme weather events. They began that
25 docket, I think as noted here, the beginning of last

1 year, beginning of 2022. There was a technical
2 conference held in December to further explore these
3 topics and we expect a ruling out of them in the
4 relatively near future on what they would like to do to
5 increase interregional connectivity. That topic is
6 also, you know, sort of core to the technical request
7 conference that Invenergy Transmission made of FERC of
8 exploring using merchant HVDC projects to increase
9 regional connectivity as well.

10 JUDGE DIPPELL: That's all the questions I
11 have. Anything else, Commissioners? Are there any
12 further cross-examination questions based on the bench
13 questions from MEC?

14 MS. WHIPPLE: No, Your Honor.

15 JUDGE DIPPELL: Sierra Club.

16 MS. RUBENSTEIN: No, Your Honor.

17 JUDGE DIPPELL: Renew Missouri.

18 MS. GREENWALD: No, thank you.

19 JUDGE DIPPELL: Clean Grid Alliance.

20 MR. BRADY: No, thank you.

21 JUDGE DIPPELL: Public Counsel.

22 MR. WILLIAMS: Thank you. I have just a few
23 clarifying questions, I believe.

24 FURTHER CROSS-EXAMINATION

25 BY MR. WILLIAMS:

1 Q. Mr. Sane, do you recall saying that Grain Belt
2 has 87 percent approximately of the land rights acquired
3 for the transmission line in Missouri?

4 A. For Phase I of the Project, yes.

5 Q. That was part of my clarification. So that is
6 just for Phase I?

7 A. Correct.

8 Q. And you don't -- Have you acquired any other
9 rights for the Tiger Connector's portion?

10 A. Again, Kevin Chandler can confirm this. I
11 believe we have a couple of agreements there.

12 Q. And have you acquired rights for the part of
13 the Project that would be in Missouri in Phase II?

14 A. There may be a handful of agreements we have
15 there.

16 MR. WILLIAMS: Thank you. That's what I
17 wanted clarification on.

18 JUDGE DIPPELL: Any further cross-examination
19 based on questions from the bench from Staff?

20 MR. PRINGLE: Yes, thank you, Judge.

21 FURTHER CROSS-EXAMINATION

22 BY MR. PRINGLE:

23 Q. Mr. Sane, going back to that 87 percent
24 number, of that 87 percent how much is in Missouri
25 versus how much is in Kansas?

1 A. I don't have that number with me right now.

2 Q. Do you know who I could ask that question to?

3 A. That would be for Kevin Chandler.

4 Q. And then just for clarity purposes I kind of
5 wanted to get your definition of a few terms that we've
6 heard a lot today. How would you define economic
7 feasibility?

8 A. I would view economic feasibility as
9 sufficient to cover the costs and a minimum return for
10 the Project.

11 Q. And then how would you define economic
12 viability?

13 A. I would view those interchangeably.

14 Q. And how would you define revenue certainty?

15 A. I view revenue certainty as having a contract
16 from a credit worthy offtaker for the revenues of the
17 project.

18 Q. And finally, how would you define financial
19 feasibility?

20 A. I would view financial feasibility also
21 interchangeably with economic viability and I think the
22 other one was economic feasibility.

23 Q. That's correct. And would you differ that
24 from financial capability?

25 A. Yes. I view financial capability as a

1 characteristic of a party having the financial
2 capability to do something versus economic viability of
3 an individual project.

4 Q. All right. So just to clarify for you,
5 financial capability -- there is a difference between
6 financial capability and economic feasibility, economic
7 viability or financial feasibility, correct?

8 A. Correct.

9 MR. PRINGLE: Thank you, sir. No further
10 questions.

11 JUDGE DIPPELL: Any questions based on
12 questions from the bench from MLA?

13 MR. AGATHEN: Thank you, Judge.

14 FURTHER CROSS-EXAMINATION

15 BY MR. AGATHEN:

16 Q. Just two, I guess. Do you remember a question
17 from the bench about what type of customer you expected
18 to purchase this additional 2000 MW in Missouri from?

19 A. Yes.

20 Q. And I think your answer was to the effect that
21 you expected utilities and major corporations would be
22 the buyers?

23 A. That's right.

24 Q. Were you assuming in that answer that major
25 corporations in Missouri could purchase directly from

1 the Grain Belt line?

2 A. Those corporations could be located in
3 Missouri, yes.

4 Q. And purchased from the Grain Belt line?

5 A. They could purchase transmission rights from
6 the Grain Belt line.

7 Q. One other question. I think you said
8 something about Phase I delivering energy into Illinois?

9 A. No, I don't recall saying that.

10 Q. Okay. Maybe I misunderstood. Could you,
11 after building Phase I, deliver energy into Illinois?
12 It's only about 50 miles distance, as I understand it.

13 A. The interconnection for Phase I is obviously
14 within Missouri. The AC network that Grain Belt
15 connects into being MISO, MISO certainly includes
16 Illinois as well. So how the energy flows after being
17 injected into Burns is just a question of the network
18 topology.

19 Q. So it could go into Illinois?

20 A. Yes.

21 MR. AGATHEN: Thank you. That's all I have,
22 Judge.

23 JUDGE DIPPELL: Anything from Mr. Hollander?
24 Ms. Stemme.

25 MS. STEMME: No questions.

1 JUDGE DIPPELL: Associated Industries.

2 MR. ELLINGER: No questions, Judge.

3 JUDGE DIPPELL: Is there any redirect?

4 MR. HADEN: Judge.

5 JUDGE DIPPELL: Did I skip you? Sorry.

6 Agriculture Associations.

7 MR. HADEN: You did.

8 JUDGE DIPPELL: I'm sorry.

9 FURTHER CROSS-EXAMINATION

10 BY MR. HADEN:

11 Q. Mr. Sane, kind of in light of what you talked
12 about these definitions and I asked you about a little
13 bit earlier, do you think based on the definitions you
14 talked about, do you think it's an economically feasible
15 project at this point?

16 A. It will be an economic feasible project when
17 we are ready to construct it.

18 Q. Okay. Do you think it's economically feasible
19 today as you sit here I guess based on your own
20 definition of that term?

21 A. We have demand in the market that we've shown
22 with potential customers. The signing of those
23 agreements with the customers will confirm the economic
24 viability of it, but it is viable today because of the
25 demand that is there.

1 Q. But there's no contracts for any of that
2 demand, correct?

3 A. Well, other than the MEC contract.

4 Q. Right. Putting the known contract aside, none
5 of that demand you're talking about has signed on to any
6 contract yet, correct?

7 A. Not in a definitive agreement, no.

8 Q. You couldn't take them to court and say you
9 have to pay us here with anything you've got in hand,
10 correct?

11 A. Correct.

12 MR. HADEN: Thank you.

13 JUDGE DIPPELL: Now, is there any redirect?

14 MR. SCHULTE: Yes, Your Honor. Thank you.

15 REDIRECT EXAMINATION

16 BY MR. SCHULTE:

17 Q. Going back to this morning, I think, Mr.
18 Agathen asked you a question about some testimony from
19 the Illinois Commerce Commission. Do you recall that
20 line of questioning?

21 A. Yes.

22 Q. And he asked you to read, or I can't remember
23 if you read it or if he read it into the record, a line
24 from that testimony that referenced the identification
25 of shippers for the Project. Do you recall that?

1 A. Yeah, I remember that conversation.

2 Q. Could you provide further context to that
3 testimony in Illinois and what -- What were you
4 referring to when you said that the Project had not yet
5 identified shippers for the Project?

6 A. Right. I think that the context of that
7 testimony was in the context of the energy sources
8 coming into Grain Belt so the renewable energy projects
9 that would actually supply the energy. A lot of the
10 discussion today has been around the customers and who
11 will ultimately use the line. And the statement that
12 was being made there was it has not been identified
13 which energy sources necessarily those parties want to
14 use to deliver energy into the line.

15 Q. Okay. Moving on to a Q&A that is in your
16 surrebuttal testimony at page 18, if you could turn
17 there. And again this is related to Mr. Agathen's
18 cross-examination.

19 A. Right.

20 Q. And Mr. Agathen referenced the \$10 per MW
21 prices -- I'm sorry. He referenced the line 15 on page
22 18. Do you see that?

23 A. I do.

24 Q. And I'm going to read the entire question and
25 at least the beginning of the answer here. The question

1 is Mr. Stahlman, and is Mr. Stahlman a Staff witness?

2 A. Yes.

3 Q. Mr. Stahlman notes from the CCN Order the
4 Commission's observation that power prices are generally
5 \$10 per MW higher in PJM than prices paid for the energy
6 sold into the MISO market in Missouri. Then there's a
7 page and line number referenced to Stahlman's rebuttal.
8 And then the question is does that impact your analysis
9 of the economic feasibility of Phase I and your answer
10 is no. Did I read that correctly?

11 A. Yes.

12 Q. And could you elaborate on what your
13 understanding of the price differential between MISO and
14 PJM in 2016, when that evidence was provided to the
15 extent that you know and then, you know, what that price
16 differential means today?

17 A. Sure. I would assume that that price
18 differential came from reviewing publicly available
19 information from PJM and MISO on energy prices in those
20 territories at the time. I think probably back then or
21 even more-so today the power price differential between
22 two markets is not determinative of the demand for a
23 resource like Grain Belt in those markets for a number
24 of the reasons that I talked about earlier, including
25 the access to renewable energy, the need for diversity

1 of resources of renewable energy, the reliability and
2 resilience value that a long distance transmission line
3 can bring to a market. Looking at purely the energy
4 price differential is only a small fraction of the value
5 that a line like Grain Belt Express can bring.

6 Q. Okay. Thank you. In response to questions
7 from Judge Dippell, you referenced a financial model
8 that was provided with surrebuttal testimony of Ms.
9 Shine. Do you recall that?

10 A. Yes.

11 Q. And there was a follow-up analysis regarding
12 whether there was any feasibility analysis with regard
13 to Phase II and you indicated that no feasibility
14 analysis has been provided to date. When you say
15 "feasibility analysis," were you referring specifically
16 to the financial model?

17 A. Correct, that we haven't provided a
18 commensurate financial model for Phase II.

19 Q. And despite the lack of a definitive financial
20 model for Phase II, what gives you confidence that Phase
21 II will be economically viable?

22 A. Right. The confidence comes from the fact
23 that the demand for all of the things that I talked
24 about earlier, access to strong renewable energy, access
25 to diverse resources, interregional connectivity is only

1 greater in PJM than it is in MISO and Missouri and the
2 fact that the cost to build Phase II will be less than
3 the cost to build Phase I purely because of the shorter
4 distance of Phase II. So the combination of strong
5 demand and the lower incremental cost makes me confident
6 in the viability of Phase II.

7 MR. SCHULTE: Thank you. I have no further
8 redirect.

9 JUDGE DIPPELL: Very good. Well, I think that
10 concludes your testimony.

11 THE WITNESS: All right.

12 JUDGE DIPPELL: And you may step down.

13 THE WITNESS: Thank you.

14 (Witness excused.)

15 JUDGE DIPPELL: That was a long day of it.
16 But we still have about half an hour, so I'd like to go
17 ahead and move on to our next witness and at least get
18 that started.

19 MR. BRADY: Judge, may I ask a question. This
20 is Sean Brady with Clean Grid Alliance.

21 JUDGE DIPPELL: Yes.

22 MR. BRADY: During Mr. Sane's testimony there
23 were a number of, at least three items, maybe four items
24 you said you were going to put off until later to
25 decide. Is that something you'll be ruling on today or

1 later on this week? I'm assuming it's going to be later
2 on this week since you need time to look at it.

3 JUDGE DIPPELL: Yes, later this week.

4 MR. BRADY: Thank you.

5 JUDGE DIPPELL: Grain Belt, do you want to go
6 ahead and call your next witness?

7 MR. SCHULTE: Yes. Thank you. Sorry. For
8 the next witness, Grain Belt Express calls Mark Repsher.

9 JUDGE DIPPELL: Mr. Repsher, would you please
10 raise your right hand. Do you solemnly swear or affirm
11 that the testimony you're about to give at this hearing
12 will be the truth?

13 THE WITNESS: I do.

14 JUDGE DIPPELL: Thank you. Go ahead and spell
15 your name for the court reporter.

16 THE WITNESS: Sure. Mark, M-a-r-k, Repsher,
17 R-e-p-s-h-e-r.

18 MR. SCHULTE: Good afternoon, Mr. Repsher.

19 THE WITNESS: Hello.

20 MARK REPSHER,
21 having been first duly sworn, was examined and testified
22 as follows:

23 DIRECT EXAMINATION

24 BY MR. SCHULTE:

25 Q. And we have your name and the spelling of it.

1 Could you please provide your business address?

2 A. Sure. 1700 Lincoln Street, Denver, Colorado
3 80203, Suite 3550. It's out of order. Sorry.

4 Q. That will work. And by whom are you employed
5 and what is your title?

6 A. PA Consulting Group, Inc. I'm a member of
7 PA's management group.

8 Q. And are you the same Mark Repsher who filed or
9 caused to be filed direct testimony and Schedule MR-1
10 and Schedule MR-2 on August 24, 2022?

11 A. Yes, that's correct.

12 Q. And are you also the same Mark Repsher who
13 filed or caused to be filed supplemental -- sorry, not
14 supplemental testimony -- surrebuttal testimony on May
15 15, 2023?

16 A. Yes, that's correct.

17 Q. And if I asked you the same questions that
18 appear in your direct testimony and surrebuttal
19 testimony today, would your answers remain substantially
20 the same?

21 A. They would.

22 MR. SCHULTE: Judge Dippell, the direct
23 testimony, along with Schedules MR-1 and Schedule MR-2,
24 have been marked as Grain Belt Exhibit 3 and the
25 surrebuttal testimony of Mr. Repsher has been marked as

1 Grain Belt Exhibit 4, and I would move for the admission
2 of Exhibit 3 and Exhibit 4.

3 JUDGE DIPPELL: Would there be any objection
4 to Exhibits 3 and 4? Seeing none, I will admit Exhibits
5 3 and 4.

6 (COMPANY EXHIBITS 3 AND 4 WERE RECEIVED INTO
7 EVIDENCE AND MADE A PART OF THIS RECORD.)

8 MR. SCHULTE: And with that, I will tender the
9 witness for cross-examination.

10 JUDGE DIPPELL: Very good. Is there any
11 cross-examination from MEC?

12 MS. WHIPPLE: No, Your Honor, thank you.

13 JUDGE DIPPELL: Anything from Sierra Club.

14 MS. RUBENSTEIN: No, Your Honor. Thank you.

15 JUDGE DIPPELL: Renew Missouri.

16 MS. GREENWALD: Very brief. Good afternoon,
17 Mr. Repsher.

18 THE WITNESS: Good afternoon.

19 CROSS-EXAMINATION

20 BY MS. GREENWALD:

21 Q. I'd like to briefly discuss a point on page 4
22 of your surrebuttal testimony. Can you flip to that
23 page, please.

24 A. Sure, just give me a moment. You said page 4?

25 Q. Yep.

1 A. Okay.

2 Q. So on line 17 you state Mr. Stahlman is
3 correct that this blend of generation does not currently
4 exist. Am I reading that correctly?

5 A. Yes, that's what it says.

6 Q. And that discussion is referring to the blend
7 of generation assumed in the PA Consulting report?

8 A. That was my understanding of his comment,
9 correct.

10 Q. So can you please elaborate just a little bit
11 further about how you developed your assumptions about
12 the blend of generation found in that report?

13 A. Sure. No problem. Yeah, so the way that we
14 developed that blend of generation was in consultation
15 with Invenergy in development of the line but also
16 looking at the mix of resources that are currently in
17 the interconnect queue in that portion of Kansas. If
18 you look at that queue today, and I think as was
19 mentioned earlier, there's approximately 20 gigawatts or
20 20,000 MW of generation that's currently in the queue.
21 I don't recall the exact mix, but I think about
22 two-thirds of that is wind and another third of that
23 would be solar. So looking at that mix, we developed
24 that overall blend of generation that we believe would
25 be feeding the line.

1 Q. And based on your analysis, do you believe
2 that that hypothetical blend of generation is realistic?

3 A. Yeah. If you also look at the amount of land
4 that is available in the vicinity of the line on its
5 western terminus in Ford County and the surrounding
6 areas, there's various data sources you can look at that
7 look at the ownership of land, what's on it, its
8 topography, what kind of wind resources, solar resource
9 it has, and there's approximately 200 to 250,000 acres
10 of available land in the direct vicinity of the line
11 that will be able to support that level of generation to
12 feed the line within about a 50-mile radius of where
13 that line would connect on the western terminus.

14 MS. GREENWALD: Great. I have no further
15 questions. Thank you.

16 JUDGE DIPPELL: Thank you. Is there any
17 cross-examination from Clean Grid Alliance?

18 MR. BRADY: No, thank you.

19 JUDGE DIPPELL: Public Counsel.

20 MR. WILLIAMS: No, thank you.

21 JUDGE DIPPELL: Staff.

22 MR. PRINGLE: Yes, Judge, thank you. Good
23 afternoon, Mr. Repsher.

24 THE WITNESS: How are you doing. Sorry, I
25 wasn't sure where the voice was coming from. Lot of

1 voices in here.

2 CROSS-EXAMINATION

3 BY MR. PRINGLE:

4 Q. I just wanted to confirm first that you do
5 confirm Mr. Stahlman's assertion that the blend of
6 generation you assume does not currently exist?

7 A. Yeah. And as I say in my surrebuttal
8 testimony, that is not entirely -- that makes sense in
9 my mind given the development cycle of wind and solar is
10 typically about three to five years. So when we're
11 looking at a line that wouldn't be coming online until
12 2027, 2028, you'd kind of be in the very early stages of
13 that development cycle right now. So it's my opinion
14 that it makes sense that it's not there right now.

15 Q. And then could you turn to page 8 of your
16 surrebuttal. Do you have that with you?

17 A. Yeah, give me a second.

18 Q. No problem. Page 8 looking at lines 9 and 10.

19 A. I'm there.

20 Q. Just be clear that the blended generation that
21 doesn't currently exist, that did play a role in your 74
22 percent capacity factor?

23 A. Yes, that's correct. Certainly you need to
24 assume that blend to get that capacity factor, correct.

25 Q. Thank you, sir. Just going to ask you to do a

1 quick little math for me real fast.

2 A. Sure.

3 Q. Let's assume that we have two projects. One
4 is at 10 MW at a 50 percent capacity factor, another 10
5 MW at a 30 percent capacity factor. What is the total
6 capacity factor there?

7 A. Of those two independent projects, the first
8 you said 50 percent?

9 Q. Yes.

10 A. Second was 30 percent. So if you want, if I'm
11 doing my denominators correctly, that would be something
12 between 30 and 50 percent -- 35 to 40 percent, I guess.
13 Math teacher would get mad at me probably.

14 MR. PRINGLE: That works for me, sir. Thank
15 you very much. I appreciate your time.

16 THE WITNESS: Sure.

17 JUDGE DIPPELL: Is there anything from MLA?

18 MR. AGATHEN: Thank you, Judge. Good
19 afternoon, Mr. Repsher.

20 THE WITNESS: Good afternoon.

21 CROSS-EXAMINATION

22 BY MR. AGATHEN:

23 Q. One of the objectives of your direct testimony
24 was to calculate the energy and capacity savings for
25 Missouri if the Commission approved the Revised Project;

1 is that generally correct?

2 A. Yeah, that was one of the objectives of the
3 study, yes.

4 Q. Is it fair to say you did this by comparing
5 the energy and capacity costs of the Project as proposed
6 in this case with the energy and capacity costs of the
7 Project as approved in the last case?

8 A. Yes. In my testimony I believe I refer to
9 those as the status quo case, which is the approved
10 Project, and then the expanded GBX case which is the
11 Project currently in front of the Commission.

12 Q. You conclude that the cost of energy and
13 capacity will be reduced for Missouri if the Commission
14 allows Grain Belt to replace the Project approved in the
15 last case; is that correct?

16 A. One of my take-aways was yes, that it would
17 further reduce the cost to Missouri ratepayers.

18 Q. Did you say you work for a company called PA
19 Consulting?

20 A. Yeah, PA Consulting Group, Inc.

21 Q. In both Grain Belt scenarios that you just
22 talked about, you calculated the supposed savings using
23 what you call PA Consultants' proprietary base case
24 market assumptions; is that correct?

25 A. That is correct, yes.

1 Q. Could you give us a sense of what those market
2 assumptions are, just a general feel for that?

3 A. Sure. I'll kind of go over the biggest
4 drivers of the analysis, but effectively those
5 assumptions would be regarding future demand in whatever
6 region you're looking at, so how much energy consumers
7 will consume. Commodity prices, so things like what are
8 expectations for natural gas prices, what are
9 expectations for coal prices, and then I would say the
10 other big one is understanding what the future
11 generation mix will look like. So things like what do
12 power plant retirements look like, whether due to
13 economics or because of environmental regulations or
14 otherwise, and then also what does the future mix of
15 generation look like based on what utilities are
16 planning to do, what developers are doing, et cetera.

17 Q. Thank you. As I understand it, correct me if
18 I'm wrong, but these assumptions you're talking about
19 were then fed into another model called Aurora,
20 A-u-r-o-r-a; is that generally correct?

21 A. Yeah. So Aurora is one of probably two or
22 three of the main what are called production cost models
23 that are utilized in the industry to effectively mimic
24 what wholesale markets do like SPP, MISO and PJM
25 ultimately to produce a lot of different outcomes but

1 one of those are power price outcomes. So we license
2 that model, the vessel of the model from a company
3 called Energy Exemplar. They license it to utilities
4 and others as well. All of the assumptions are ours
5 that feed into that model.

6 Q. That model ultimately gives you the data for
7 your cost comparisons of the two Grain Belt scenarios,
8 correct?

9 A. That is correct.

10 Q. Could you turn to page 7 of your direct
11 testimony.

12 A. Hold on. I think I'm in my surrebuttal. Hold
13 on a second. You said page 7?

14 Q. Page 7.

15 A. Yes.

16 Q. Page 7, footnote 4 you discuss a carbon tax;
17 is that correct?

18 A. We refer to it as a carbon price, but I'll
19 accept that what do you call it.

20 Q. Carbon tax?

21 A. Yeah.

22 Q. And beginning in the year 2026 of your
23 analysis you added a carbon tax to fossil generation as
24 an input to the Aurora model for your two Grain Belt
25 scenarios; is that correct?

1 A. Yes, that's correct.

2 Q. Does the Aurora model itself include a carbon
3 tax?

4 A. So the model in and of itself is just an
5 algorithm that was developed by, I don't remember the
6 original company that developed the model, but
7 effectively it's a solving architecture but it doesn't
8 come with -- well, there may be assumptions it comes
9 with but those are -- we don't use those as a company.
10 So I can't tell you if it comes with it or not. I just
11 don't recall.

12 Q. Isn't this something you chose to add to the
13 model, the carbon tax?

14 A. It was one of the assumptions that we chose to
15 use, correct.

16 Q. That you added to the Aurora model?

17 A. We added it as we added the other assumptions
18 such as commodity prices that I talked about earlier,
19 load growth, you know, generator retirements, et cetera.

20 Q. Isn't it true that adding a carbon tax to
21 fossil generation increased the cost of natural gas
22 consumption in your model -- excuse me -- natural gas
23 generation?

24 A. Certainly carbon pricing increases the cost
25 for thermal fossil generators operating if they have to

1 pay for their carbon emissions, correct.

2 Q. And increasing the cost of natural gas
3 generation has the effect of increasing the savings you
4 attribute to the Grain Belt Project; isn't that correct?

5 A. I would disagree with that statement.

6 Q. It does not increase? It increases the cost
7 of fossil generation, right?

8 A. It does increase the cost for a fossil
9 generator to generate, yes.

10 Q. And what are you saying the impact would be on
11 the savings to the Grain Belt Project?

12 A. Well, I think you're asking a multi-part
13 question, which I'm happy to try to answer if you'd
14 like. You were talking about a single world where you
15 have a carbon price added to a generator. I agree that
16 in that case or in any case with carbon or any case
17 where you put in a higher cost to generate, that will
18 increase the cost for that generator to operate. The
19 impact of that will be to generally impact power prices
20 in an upward direction. In terms of the savings however
21 that the line induces, you really have to look at what
22 is happening in the status quo case versus the expanded
23 case. So really it's the subtracting the results from
24 the expanded case from the status quo case. In both of
25 those worlds, we made the same exact carbon assumption,

1 we made the same exact commodity price assumption, the
2 same exact load growth assumption, retirement
3 assumptions, renewable build-out assumptions, et cetera.
4 So in both cases you had the same impact of carbon if
5 you will. So choosing carbon doesn't have an impact on
6 increasing or decreasing the savings of the line one way
7 or the other.

8 Q. Is there a carbon tax in effect today?

9 A. Not at the federal level. There are regional
10 carbon taxes in the U.S.

11 Q. Is there in the state of Missouri?

12 A. Not that I'm aware of, no.

13 Q. Are you generally familiar with the recently
14 enacted Inflation Reduction Act?

15 A. Yes, sir.

16 Q. That act included significant provisions
17 designed to address renewable energy and climate change,
18 did it not?

19 A. It did have several provisions in it for that.

20 Q. But the act made no mention at all of imposing
21 a carbon tax, did it?

22 A. It did not. However, what it did do is it
23 introduced several new tax incentives for renewable
24 development which were not considered in this analysis.
25 The biggest one is including now a production tax credit

1 for things like batteries, for reupping the production
2 tax credit for wind and other incentives like that. So
3 what it did do is increase I would say incremental
4 drivers that can create savings for ratepayers that
5 enter into agreements to purchase power off the line but
6 no, there's no direct carbon tax.

7 Q. And there's no sign from Congress that it's
8 likely to enact a carbon tax in the near future, is
9 there, to your knowledge?

10 A. I think that's a bit myopic. So Congress, I
11 agree, there's not going to be a carbon tax, a cap and
12 trade program put through Congress. However, the U.S.
13 Environmental Protection Agency is currently looking at
14 other ways to reduce carbon. So future rules certainly
15 could be various cap and trade type programs to limit
16 carbon emissions.

17 Q. Have they issued any formal rulemaking in
18 that?

19 A. There was the clean power plan which honestly
20 don't remember where that is currently in the courts.
21 It was I think overturned and then potentially
22 reinstated. I don't remember where it is right now. I
23 believe the administration effectively decided that they
24 would move on and try a different approach because I
25 believe now the Supreme Court said that the EPA and the

1 clean power plant went too broad in how they defined
2 what's called the fence line of a power plant and what
3 can be done within it and beyond it and now they are
4 proposing a new rule that would significantly limit the
5 emissions directly from natural gas and coal-fired power
6 plants.

7 Q. That's sometimes what happens to EPA proposed
8 rules, they just go away?

9 A. That's what happens to a lot of regulations.
10 They get in perigatory for a while.

11 Q. Are you aware that at one point in the first
12 Grain Belt case Grain Belt asked the Commission to hold
13 the case in abeyance until the rules for the clean power
14 plan were finalized?

15 MR. SCHULTE: I object to a question. This
16 witness was not a witness in the previous proceeding.
17 So his awareness of what Grain Belt asked for is not
18 relevant to his testimony.

19 JUDGE DIPPELL: I'll let him answer if he's
20 aware. Overruled.

21 THE WITNESS: I wasn't aware of that comment.

22 BY MR. AGATHEN:

23 Q. Are you aware of any formal proposals for
24 Missouri state agencies to implement a carbon tax on
25 fossil generation?

1 A. I'm not aware of any discussions that are
2 ongoing right now.

3 Q. Is it correct that you could have modeled the
4 two Grain Belt scenarios without adding in the carbon
5 tax?

6 A. Hypothetically, yes, I could have done that.

7 Q. You chose not to?

8 A. Yes, but the reason was for several reasons.
9 But one of the reasons if you look at that further
10 footnote that we've been discussing on page 7 of my
11 testimony, when you look at utilities in the region
12 including Ameren, as they're looking at their future
13 generation fleet they are looking at what a
14 carbon-constrained world looks like and oftentimes when
15 they do that modeling, when they put out what's called
16 their integrated resource plan, they will put in a
17 carbon shadow price to effectively hedge their risk
18 about the potential for a future whether it's a carbon
19 price or direct regulational carbon emissions to ensure
20 that ratepayers are not unduly harmed if such a scenario
21 like that happens. So you know, the reason that we did
22 do it was to be broadly consistent with the resource
23 planning activities that these entities do given they
24 are going to be many of the same entities that Invenergy
25 will be going after with those contracts.

1 Q. Could you please direct your attention to page
2 7 of your direct testimony, in particular footnote 4?

3 A. I'm there.

4 Q. You indicate there that in your analysis you
5 introduced a carbon tax beginning in the year 2026 in
6 the amount of \$24.55/short ton of carbon; is that
7 correct?

8 A. That is what it says, correct.

9 Q. And you escalate that figure over a four-year
10 period at an annual rate of 2.2 percent?

11 A. Yes, which is our long-term assumption for
12 annual inflation.

13 Q. So just not hypothetically but just as an
14 example, in the second year of the study, 2027, the
15 carbon tax would amount to about \$25.09 per ton. That's
16 escalation at the 1.022?

17 A. I haven't done that math but I accept your
18 math.

19 Q. You don't really know that there will be a
20 carbon tax in the amount of \$25.09 in the year 2027, do
21 you?

22 MR. SCHULTE: I believe this has been asked
23 and answered.

24 JUDGE DIPPELL: I don't think he asked that
25 exact question. I'll let him answer.

1 THE WITNESS: I don't think anyone is 100
2 percent sure of the future. So I can't be 100 percent
3 certain that that will be the price in 2027.

4 BY MR. AGATHEN:

5 Q. So you don't know?

6 A. I think as I just said no one is certain of
7 the future. So I can't say definitively one way or the
8 other.

9 Q. So it's not a known number at this point?

10 A. I think as I just said, it's the future is
11 unknown.

12 Q. Is the same true for all of the other carbon
13 tax figures you use in your 40-year study that we don't
14 know for sure what those numbers will be?

15 A. Any analysis that one undertakes, whether it's
16 for this proceeding or, you know, the multiple
17 financings that I work on during a year, et cetera, are
18 based on assumptions regarding the future about your
19 best guess about what's going to happen. So any
20 analysis is based off of its assumptions and the
21 rationale behind them, but that's not unusual to this
22 proceeding. Experts everywhere have to make assumptions
23 whether they're in the energy space or otherwise about
24 what they think may happen in the future to help try to
25 understand what the value is of a project for ratepayers

1 whether it's here in Missouri or elsewhere across the
2 country.

3 Q. I'm not sure somewhere in there you answered
4 the question. Can you be sure of what the amount of
5 those carbon tax figures that you use will be out 40
6 years into the future?

7 MR. SCHULTE: That has been asked and
8 answered.

9 JUDGE DIPPELL: I think he did answer that the
10 future is not known.

11 BY MR. AGATHEN:

12 Q. In fact, you don't know whether there will be
13 a carbon tax at all in 2027, do you?

14 A. As I mentioned, the future is the future. I
15 can't say for certain one way or the other.

16 Q. As of today, even if we assume a carbon tax is
17 implemented at some point in the future, there's no way
18 you can measure today what the amount of that tax would
19 be at any point in the future, is there?

20 A. Again, I think as I mentioned, the future is
21 unknown so I can't say with 100 percent certainty what a
22 carbon tax will be, whether it's tomorrow or 40 years in
23 the future.

24 Q. So for your whole 40 years of your study that
25 would be correct?

1 A. Those 40 years are all in the future. So yes,
2 there's some cone of uncertainty about any forecast.
3 Again, that's not unique to me. I think that's for
4 anybody whether we're in the energy industry or
5 elsewhere about any forecast.

6 Q. So at this point the carbon tax figures that
7 you added to your analysis are neither known nor
8 measureable, are they?

9 MR. SCHULTE: This is probably the twentieth
10 question that is with regard to the future of carbon
11 taxes and the witness has answered that they are not
12 certain because it's the future. I think we can move
13 on.

14 JUDGE DIPPELL: I agree. I think we
15 understand your point, Mr. Agathen, and I think the
16 witness's testimony says that these are assumptions so.

17 MR. AGATHEN: Okay, Judge.

18 BY MR. AGATHEN:

19 Q. One other question regarding your model for
20 the savings to ratepayers. Does your model in the
21 expanded GBX case assume that all 2500 MW delivered in
22 Missouri will be used to serve Missouri retail
23 customers?

24 A. It does not make that explicit assumption
25 which I'll explain. So again, not knowing the degree of

1 familiarity in this room with how power systems operate,
2 I'll just provide a brief view.

3 So the eastern portion or the eastern half of
4 the United States really is what's called the eastern
5 interconnection which is a well-integrated transmission
6 system. Some of the major markets in there are SPP,
7 MISO, PJM. And with the way that electricity works, the
8 way I like to think of it is it's electrons are like
9 water flowing in a river and the river is really the
10 transmission system. So when you inject that power
11 somewhere on the grid, that electron has the ability to
12 impact the grid wherever it flows.

13 So whether or not Ameren directly takes the
14 power or AECI takes the power or whomever else takes the
15 power, those electrons dumping into the grid have an
16 impact on the grid and the prices in that region. So
17 our analysis was agnostic to who actually took delivery
18 of that power but instead what is the impact on power
19 prices, so the energy component of locational marginal
20 prices, and again what our analysis showed is that it
21 has a suppressive impact on power prices in Missouri, in
22 Indiana, in Illinois. It certainly diminishes kind of
23 as you think a rock throwing into a pond. As it
24 ripples, the ripples get smaller the further away you
25 get. But again we're agnostic on who actually took the

1 power.

2 Q. On a different subject, your projected savings
3 of energy and capacity costs are the summation over a
4 40-year period; is that correct?

5 A. Correct.

6 Q. You never mention in your testimony what the
7 present value of those figures would be, do you?

8 A. I do not, no.

9 Q. Isn't it true that if you calculate the
10 present value of your 40 years worth of savings that in
11 general they'd be roughly cut in half?

12 A. I would disagree. It really depends on the
13 discount rate that you use.

14 Q. There would be a significant difference?

15 A. They would be lower, correct.

16 Q. Are you generally familiar with the testimony
17 in this case of Grain Belt witness Mr. Petti?

18 A. I can't say that I am actually. I'm happy to
19 try to answer questions though if you'd like.

20 JUDGE DIPPELL: Mr. Agathen, I don't want to
21 interrupt your flow, but do you have a significant
22 number of cross-examination questions still?

23 MR. AGATHEN: I could probably shorten it
24 considerably if we took a break and I got to look at it
25 tonight.

1 JUDGE DIPPELL: Well, I'm thinking of taking a
2 break for the night.

3 MR. AGATHEN: Right, I'm sorry, that's what I
4 meant.

5 JUDGE DIPPELL: Well, is this an okay place to
6 stop?

7 MR. AGATHEN: It is for me, Judge.

8 JUDGE DIPPELL: Then I think since it's five
9 o'clock, we're going to go ahead and stop for the
10 evening and we'll ask Mr. Repsher to come back in the
11 morning.

12 THE WITNESS: Okay.

13 JUDGE DIPPELL: And I would like to start at
14 8:30 in the morning if no objection from counsel.

15 MR. PRINGLE: No objection. I just have one
16 thing about one of our witnesses, Judge. Cedric
17 Cunigan, he will need to go tomorrow just because his
18 availability will be limited the rest of the week. I
19 was hoping that that wasn't going to be a problem, yeah,
20 today.

21 JUDGE DIPPELL: Okay. Well, we will work him
22 in probably tomorrow afternoon, but we will bump him up
23 on the schedule.

24 MR. PRINGLE: Thank you, Judge.

25 JUDGE DIPPELL: So we will be taking then

1 Mr. Cunigan for Staff out of order, and do we have
2 another witness that is only available tomorrow? There
3 is somebody who is not available tomorrow.

4 MR. SCHULTE: We have a witness who's not
5 available tomorrow. He will be available Wednesday.
6 That's Dr. Loomis for the record.

7 JUDGE DIPPELL: That's who I'm thinking of
8 then.

9 MR. SCHULTE: And I do have one request before
10 we go off the record, if I may.

11 JUDGE DIPPELL: Yes.

12 MR. SCHULTE: To the extent possible, it would
13 be very helpful if there are additional exhibits to be
14 used tomorrow if we can have multiple copies of them.

15 JUDGE DIPPELL: I agree that will make things
16 go a little faster. And I'd hate to ask Staff to stay
17 late, but I think Staff had volunteered to help make
18 copies if that's not violating somebody's
19 attorney/client.

20 MR. PRINGLE: I did say that.

21 JUDGE DIPPELL: If you grab Mr. Pringle before
22 he runs out, you might be able to get some assistance.
23 Otherwise, I'm sure there's a Kinkos. And Ms.
24 Greenwald.

25 MS. GREENWALD: Yes, Judge Dippell, due to a

1 scheduling conflict I was hoping to request a remote
2 appearance tomorrow and potentially until Mr. Owens is
3 up as a witness.

4 JUDGE DIPPELL: That is fine. Do you have the
5 log-in information?

6 MS. GREENWALD: I believe it's in an email,
7 yes.

8 JUDGE DIPPELL: If not, email me in the
9 morning.

10 MS. GREENWALD: Thank you.

11 JUDGE DIPPELL: Any other matters before we
12 adjourn for the evening? Going once, twice. All right
13 then. We can go off the record. I'll see you all at
14 8:30.

15 (Thereupon, the proceedings concluded for the
16 day at 5:02 p.m. and will begin again tomorrow at 8:30
17 a.m.)

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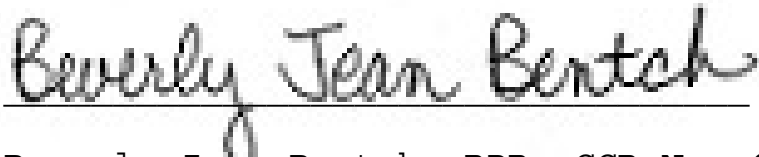
STATE OF MISSOURI)

COUNTY OF COLE)

I, Beverly Jean Bentch, RPR, CCR No. 640, do hereby certify that I was authorized to and did stenographically report the foregoing Public Service Commission evidentiary hearing; and that the transcript, pages 1 through 328, is a true record of my stenographic notes.

I FURTHER CERTIFY that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or counsel connected with the action, nor am I financially interested in the action.

Dated this 20th day of June, 2023.



Beverly Jean Bentch, RPR, CCR No. 640

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