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STATE OF MISSOURI
PUBLIC SERVICE COMMISSION

TRANSCRIPT OF PROCEEDINGS

Evidentiary Hearing
March 20, 2017
Missouri Public Service Commission
At Jefferson City
Volume 10

In the Matter of the Application)
Of Grain Belt Express Clean Line)
LLC for a Certificate of)
Convenience and Necessity)
Authorizing it to Construct, Own) File No.
Operate, Control, Manage, and) EA-2016-0358
Maintain a High Voltage, Direct)
Current Transmission Line and an)
Associated Converter Station)
Providing an interconnection on)
The Maywood-Montgomery 345 kV)
Transmission Line)

MICHAEL BUSHMANN, PRESIDING
SENIOR REGULATORY LAW JUDGE

DANIEL Y. HALL, CHAIRMAN
WILLIAM P. KENNEY
STEPHEN M. STOLL
SCOTT T. RUPP
MAIDA J. COLEMAN
COMMISSIONERS

REPORTED BY:
KATHLEEN WATSON BRUNSMANN
CSR, CCR, RPR, CRR

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A P P E A R A N C E S

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MR. DAVID WOODSMALL

1 PROCEEDINGS

2 JUDGE BUSHMANN: We're on the record.
3 Today is March 20, 2017. The Commission is set at
4 this time for an evidentiary hearing In the Matter
5 of the Application of Grain Belt Express Clean Line,
6 LC for a Certificate of Convenience and Necessity
7 for authorizing it to construct, own, operate,
8 control, manage and maintain a high voltage, direct
9 current transmission line in an associated converter
10 station providing an interconnection on the
11 Maywood-Montgomery 345 kV transmission line. That
12 file number is EA-2016-0358.

13 My name is Michael Bushmann. I'm the
14 Regulatory Law Judge who will be presiding over the
15 hearing.

16 Will said counsel for the parties make
17 their entries of appearance?

18 MR. ZOBRIST: On behalf of the
19 Applicant, Karl Zobrist and Joshua Harden from the
20 Denton Law Firm in Kansas City, and with me at
21 counsel table is Cary Kottler, the General Counsel
22 of Clean Line, and Corporate Counsel Erin
23 Szalkowski, also from Clean Line.

24 JUDGE BUSHMANN: Thank you. Commission
25 Staff.

1 MR. THOMPSON: Thank you, Judge. Kevin
2 Thompson, Nathan Williams, Mark Johnson, Casi Aslin,
3 Jamie Myers, for the Staff of Missouri Public
4 Service Commission, Post Office Box 360, Jefferson
5 City, Missouri 65102.

6 JUDGE BUSHMANN: Eastern Missouri
7 Landowners Alliance, d/b/a Show Me Concerned
8 Landowners.

9 MR. LINTON: Good morning, your Honor.
10 On behalf of Show Me Concerned Landowners, David
11 Linton, 314 Romaine Spring View, Fenton, Missouri,
12 63026.

13 THE COURT: Missouri Landowners
14 Alliance.

15 MR. AGATHEN: Thank you, Judge. My
16 name is Paul Agathen. I reside at 485 Oak Field
17 Court in Washington, Missouri, 63090. And I'm
18 representing the Missouri Landowners Alliance, as
19 well as four other individual intervenors, if you'd
20 like me to list them now.

21 JUDGE BUSHMANN: Why don't you go ahead
22 and list them just so we'll have it on the record.

23 MR. AGATHEN: Charles and Robyn Henke,
24 Randall and Roseanne Meyer, Matthew and Christina
25 Reichert, and first initial R. Kenneth Hutchison.

1 JUDGE BUSHMANN: And when I -- so
2 during the hearing, if I say Missouri Landowners
3 Alliance, I'm going to be meaning all of those
4 unless you tell me otherwise.

5 MR. AGATHEN: That's fair enough,
6 Judge.

7 JUDGE BUSHMANN: For Missouri Farm
8 Bureau.

9 MR. HADEN: Good morning, your Honor.
10 Brent Haden from the law firm of Haden and Haden in
11 Columbia, Missouri, here for the Missouri Farm
12 Bureau.

13 JUDGE BUSHMANN: Missouri Department of
14 Economic Development.

15 MR. BEAR: Thank you, your Honor.
16 Brian Bear on behalf of Missouri Department of
17 Economic Development. P.O. Box 1157, Jefferson
18 City, Missouri, 65102.

19 JUDGE BUSHMANN: Rockies Express
20 Pipeline.

21 MS. GIBONEY: For Rockies Express
22 Pipeline, I'm Sarah Giboney. My address is 111
23 South Ninth Street, Suite 200, Columbia, Missouri,
24 65205.

25 JUDGE BUSHMANN: And I'm not sure --

1 I'm not sure if Sierra Club is here today. Anybody
2 here from them?

3 (No response.)

4 JUDGE BUSHMANN: Wind Coalition and
5 Wind on the Wires.

6 MR. BRADY: Good morning, your Honor.
7 Appearing on behalf of Wind Coalition and Wind on
8 the Wires, Sean R. Brady, P.O. Box 4072, Wheaton,
9 Illinois 60189.

10 JUDGE BUSHMANN: Thank you. Missouri
11 Industrial Energy Consumers.

12 MR. MILLS: On behalf of Missouri
13 Industrial Energy Consumers, my name is Lewis Mills,
14 my address is 221 Bolivar, Jefferson City, Missouri,
15 65101.

16 JUDGE BUSHMANN: Thank you. Infinity
17 Wind Power.

18 MS. PEMBERTON: On behalf of Infinity
19 Wind Power, I'm Terri Pemberton, from Cafer
20 Pemberton, LLC, 3321 Southwest Sixth Avenue in
21 Topeka Kansas, 66606.

22 JUDGE BUSHMANN: Thank you. Renew
23 Missouri.

24 MR. LINHARES: Andrew Linhares, address
25 is 1200 Rogers Street, Suite B, Columbia, Missouri,

1 65201.

2 JUDGE BUSHMANN: Thank you. Missouri
3 Joint Municipal Electrical Utility Commission.

4 MR. HEALY: Also known as MJMEUC.
5 Appearing here is Doug Healy, along with Peggy
6 Whipple. Address is 3010 East Battlefield, Suite A,
7 Springfield, Missouri, 65804.

8 JUDGE BUSHMANN: Just so I don't have
9 to say that through the entire hearing, I'm going to
10 refer to that as your acronym, MJMEUC.

11 MR. HEALY: Best one in the industry,
12 sir.

13 JUDGE BUSHMANN: Wal-Mart Stores.

14 MR. WOODSMALL: David Woodsmall on
15 behalf of Wal-Mart, 308 East High Street, Suite 204,
16 Jefferson City, Missouri, 65101.

17 JUDGE BUSHMANN: Consumers Council
18 notified he was going to be a bit late, but he'll be
19 here later today. Is there anybody that I've
20 missed?

21 (No response.)

22 JUDGE BUSHMANN: The Missouri AFL-CIO,
23 Missouri Retailers Association, NRDC Sierra Club,
24 have all been granted leave to be excused from the
25 hearing today, and Office of Public Counsel has

1 waived opening statement and cross examination.

2 I would like at this point to remind
3 everybody in the audience to please check your cell
4 phones and your mobile devices to make sure that
5 they're silenced so there's no interruption during
6 the hearing.

7 We do have a couple of preliminary
8 matters to deal with. First of all, a couple of
9 days ago there was a Motion for Continuance by Show
10 Me Concerned Landowners. Show Me filed a Motion for
11 Continuance relating to some data requests that were
12 not timely answered.

13 Since there appears to have been fault
14 on both sides and all the witnesses to date have
15 responded fully, the motion is denied.

16 However, Grain Belt Express should
17 respond fully to any unanswered data requests by
18 5:00 today.

19 MR. ZOBRIST: Judge, I can give you an
20 update on that, if I might.

21 THE COURT REPORTER: Could I have your
22 name?

23 MR. ZOBRIST: Karl Zobrist.

24 JUDGE BUSHMANN: And just as a reminder
25 to counsel, you might want to say your names first

1 so the court reporter knows who you are until she
2 gets familiar you.

3 MR. ZOBRIST: Thank you, Judge.

4 As we stated in our opposition to the
5 Show Me Motion for Continuance, we served the data
6 request directed to Anthony Wayne Galli on Saturday
7 afternoon. Yesterday, we served responses from
8 three other witnesses. The responses that were
9 directed to -- pardon me, the data requests that
10 were directed to J. Neil Copeland were responded to
11 at about 1:00 yesterday afternoon, and yesterday
12 evening the data request directed to Thomas Shiflett
13 and David Berry were also responded to. Mr.
14 Shiflett's at about 8:45 PM and Mr. Berry at 9:46
15 PM.

16 The only outstanding DRs are two that
17 are directed to Edward C. Pfeiffer at Grain Belt
18 Express, an outside expert witness who is scheduled
19 to testify on Wednesday. Mr. Pfeiffer is just
20 returning to the United States from Italy where he
21 was on vacation with his wife. We hope to be in
22 touch with him today and to provide responses today.

23 We will do our best to meet that 5:30
24 deadline, and if we can't, we will certainly meet it
25 tomorrow morning, Judge, but it's only those two DRs

1 that relate to Mr. Pfeiffer's direct testimony that
2 now remain outstanding.

3 JUDGE BUSHMANN: Okay, we'll see how it
4 goes and, if necessary, we'll deal with it again
5 tomorrow.

6 MR. ZOBRIST: Thank you.

7 JUDGE BUSHMANN: There were also two
8 pending motions to strike testimony. Grain Belt
9 Express has filed a Motion to Strike the Rebuttal
10 Testimony of Show Me's Witness Ron Calzone.

11 Grain Belt Express argues that the
12 testimony is improper as Mr. Calzone is not a lawyer
13 and his testimony constitutes inadmissible expert
14 testimony on issues of law.

15 Show Me's position is that Mr.
16 Calzone's testimony is not a legal opinion but
17 rather a discussion of historical facts relating to
18 eminent domain.

19 Although it's a close call, I find that
20 Show Me has presented a colorable argument that the
21 testimony is not an inadmissible legal opinion and
22 eminent domain could be a possible factor in the
23 determination of the public interest, so Grain Belt
24 Express' Motion to Strike is denied.

25 Missouri Landowners Alliance filed a

1 Motion to Strike the testimony of certain witnesses
2 and schedules on the grounds that the testimony is
3 either inadmissible hearsay or inadmissible under
4 Section 536.070 Subsection 11 in the Revised
5 Statutes of Missouri.

6 In regards to the witness's testimony,
7 it is proper for expert witnesses to cite to
8 reference information that forms the basis for their
9 opinions. Any complaints about the sources of the
10 facts and the data upon which the witnesses rely
11 will go to the weight not the admissibility of the
12 testimony.

13 With regard to the attached documents,
14 either the schedules were created by the witness
15 himself or there's no indication that the documents
16 are not of a type reasonably relied upon by the
17 witness, or excuse me, by experts in those fields or
18 there are other hearsay exceptions that
19 independently support their admission. So the
20 Missouri Landowners' motion is denied.

21 Do any parties have any other
22 preliminary matters that need to be resolved?

23 MR. WOODSMALL: Your Honor, real
24 briefly, Dave Woodsmall on behalf of Wal-Mart, we
25 will be providing an opening statement this morning,

1 but because of the scope of our interest in the
2 case, other than when Mr. Chriss takes the stand,
3 I'd ask to be excused from interim parts of this
4 case.

5 JUDGE BUSHMANN: That is granted.

6 MR. AGATHEN: Your Honor?

7 JUDGE BUSHMANN: Yes, sir.

8 MR. AGATHEN: Paul Agathen for the
9 Missouri Landowners Alliance, we are going to have a
10 number of objections to at least six of the opposing
11 witnesses, some of them quite lengthy, and rather
12 than reading those into the record, as would
13 normally be done when their testimony is introduced,
14 I would like to submit a copy, a written copy to
15 everyone here of our objections that have been
16 marked as exhibits, and -- that gives everyone a
17 chance to look at them in advance, including
18 yourself, and not bother the Commission with reading
19 all of this material into the record at the time and
20 potentially at least risking some mis-transcriptions
21 in the record, with all due respect, but I think
22 it's a time saving device that would help speed
23 things along at the time that the witness -- the
24 testimony was offered, I would then simply refer to
25 the objection and say our objections are contained

1 in Exhibit X.

2 So I have copies of those to distribute
3 now if that's satisfactory with everyone.

4 JUDGE BUSHMANN: Any parties have any
5 objection to that proposal?

6 MR. ZOBRIST: Not in general, but I
7 think I'd like to see the objections, but in terms
8 of the time saver, it's a reasonable request.

9 JUDGE BUSHMANN: I think it seems
10 reasonable. Why don't you distribute and then when
11 you actually make the objection at the proper time
12 we can take it up.

13 MR. AGATHEN: I'm assuming the
14 Commissioners have no interest in the objections.

15 I assumed wrong.

16 COMMISSIONER HALL: I don't know what
17 to say.

18 MR. AGATHEN: I might add that I do
19 believe all of these objections have already been
20 ruled on, particularly in our Motion to Strike,
21 except for two. Those are paragraphs three and four
22 of Mr. Lawlor's testimony. The objections there are
23 new and were not already ruled upon. I think all
24 the rest of them have been ruled upon.

25 JUDGE BUSHMANN: While he's handing

1 that out, as far as the order of witnesses, we're
2 going to follow the list that was filed by the
3 parties, just depending on how the proceedings
4 proceed. The parties have agreed to waive the
5 appearance of a number of witnesses and stipulate to
6 the admission of the pre-filed testimony of each of
7 those witnesses.

8 Why don't we go ahead and just go
9 through that list now and get those out of the way.
10 Can I either have the parties if they want to offer
11 the particular exhibit and then I'll enter them into
12 the record, if you have that exhibit number.

13 For Grain Belt Express.

14 MR. ZOBRIST: Yes, that would be for
15 Dr. William H. Bailey and his exhibit -- pardon me,
16 his direct testimony has been premarked as Exhibit
17 103, which I offer at this time.

18 (Wherein, Exhibit 103 was introduced.)

19 JUDGE BUSHMANN: And for Show Me
20 Concerned Landowners.

21 MR. LINTON: I don't have it with me at
22 this time.

23 JUDGE BUSHMANN: Was that Charles
24 Kruse?

25 MR. LINTON: Yes, it is Charles Kruse.

1 That sounds about right.

2 JUDGE BUSHMANN: Mr. Agathen for
3 Landowners Alliance, you had four witnesses, that
4 was John Cauthorn, Exhibit 303; Jim Edwards, Exhibit
5 305; Wiley Hibbard, Exhibit 304; Dale Pense, Exhibit
6 306, is that correct?

7 MR. AGATHEN: That is correct.

8 JUDGE BUSHMANN: You want to offer
9 those at this point?

10 MR. AGATHEN: I do, your Honor, I offer
11 those exhibits.

12 (Wherein, Exhibits 303, 304, 305, and
13 306 were introduced.)

14 JUDGE BUSHMANN: Missouri Farm Bureau,
15 there was one Blake Hurst.

16 MR. HADEN: Yes, your Honor, I'd offer
17 that at this time.

18 JUDGE BUSHMANN: I didn't get an
19 exhibit list from you, so I'm assuming that that
20 would be Exhibit 500.

21 MR. HADEN: It's 500, yes, your Honor.
22 (Wherein, Exhibit 500 was introduced.)

23 JUDGE BUSHMANN: For Matthew and
24 Christina Reichert, it was Jack Garvin, Exhibit 552;
25 Christina Reichert, Exhibit 550, Scott Nordstrom,

1 Exhibit 551, is that correct, Mr. Agathen?

2 MR. AGATHEN: That is correct, I would
3 offer those, your Honor.

4 (Wherein, Exhibits 550, 551, and 552
5 were introduced.)

6 JUDGE BUSHMANN: And then there was
7 some others, Charles Henke, Exhibit 600; Kenneth
8 Hutchinson, Exhibit 825; and Roseanne Meyer, Exhibit
9 575.

10 MR. AGATHEN: Correct, your Honor, I
11 would offer those.

12 (Wherein, Exhibits 575, 600 and 825
13 were introduced.)

14 JUDGE BUSHMANN: I believe that's all
15 of those that were stipulated to and no party had
16 filed an objection to the introduction of that into
17 the record before the deadline, so without
18 objections, those exhibits are all received into the
19 record of the hearing.

20 Counsel will need to provide a copy of
21 the exhibit to the court reporter. Is there anybody
22 that needs to at this point do any pre-marking of
23 any exhibits?

24 (No response.)

25 JUDGE BUSHMANN: I didn't think there

1 would be.

2 MR. WOODSMALL: Your Honor, in the list
3 of witnesses, there were a number of witnesses that
4 were scheduled to appear by telephone. I don't know
5 if that's been ruled upon or if that's acceptable to
6 the Commission.

7 Mr. Chriss from Wal-Mart is scheduled
8 to appear by telephone on Friday, and I just wanted
9 to make sure that that was okay.

10 JUDGE BUSHMANN: That's fine with me
11 and I've arranged for a conference number to be
12 provided throughout the week so that at the point
13 that we need to take a witness by telephone, I would
14 open that up for just for that witness to come on
15 and provide testimony.

16 MR. WOODSMALL: All right. Thank you.

17 JUDGE BUSHMANN: All right. I think
18 we're ready now for opening statements. First
19 opening would be by Grain Belt Express.

20 MR. ZOBRIST: Judge, I'm going to have
21 Michelle Hall, who is my legal assistant, get this
22 up because I would no doubt not be able to do that.

23 May it please the Commission.

24 Karl Zobrist on behalf of Grain Belt
25 Express Clean Line.

1 We heard you. We heard what the
2 majority opinion stated in its report and order in
3 the last case.

4 We have heard that you said that there
5 was a need for more evidence with regard to economic
6 feasibility with regard to the benefits to Missouri
7 and with regard to the need for the project and we
8 have redoubled our efforts and I believe that this
9 case fulfills the requests that you found lacking in
10 the last case.

11 I'd like to summarize --

12 CHAIRMAN HALL: Counselor, do you have
13 a copy of that?

14 MR. ZOBRIST: I will -- I don't have
15 one handy right now. I've literally made a couple
16 of changes, Chairman, late last night, but I will
17 provide it to the Bench and to counsel.

18 CHAIRMAN HALL: And I'll say this for
19 all openings, anyone who has a power point like
20 that, I find it extremely helpful to have a hard
21 copy of that.

22 MR. ZOBRIST: We will provide that to
23 the Commission, to everybody.

24 You told us that we didn't have a
25 customer. We have a customer in this case. The

1 customer is the Missouri Joint Municipal Electric
2 Utility Commission, MJMEUC, which signed a
3 Transmission Service Agreement to take up to 200
4 megawatts on the project.

5 More importantly, since the time that
6 that was entered into in June, MJMEUC has entered
7 into a Power Purchase Agreement with Infinity Wind.
8 The savings there for MJMEUC estimates will be ten
9 million dollars a year to its customers.

10 We have improved the Landowner Protocol
11 that we talked about two years ago and formalized it
12 into a complete document, with additional
13 protections and options for landowners. We have
14 also created an addendum to the 2014 Routing Study
15 that reflects certain changes that were made and
16 responds to the landowner concerns.

17 We have made advances in the
18 interconnection process. We have improved
19 emergencies storm restoration plans and we've
20 refined our wholesale costs projections.

21 We have received regulatory approval
22 from the Illinois Commerce Commission, so we have
23 greater regulatory certainty today.

24 Only this Commission needs to give us
25 approval.

1 And Grain Belt Express has entered into
2 an agreement with PAR Electric in Kansas City, a
3 Quanta company, to be the principal construction
4 contractor.

5 We have broader support for this
6 application. We have a number of companies and
7 organizations, many of whom have entered into this
8 case who were not in the last case.

9 MJMEUC, of course. We have the
10 Missouri Industrial Energy Consumers, Missouri
11 Retailers Association. We have Wal-Mart. We have
12 the IBEW and the AFL-CIO and we have a number of
13 public interest groups. So business, labor, and the
14 public are more broadly supporting this project than
15 before.

16 So I'm going to give you an
17 introduction in a little bit more detail. I want to
18 talk about the landowner protections, then I want to
19 deal with the Tartan Criteria, which reflect your
20 decision back in 1994, the factors that you evaluate
21 in whether a company should receive a CCN, a
22 Certificate of Convenience and Necessity, and then I
23 have some concluding remarks.

24 Now, Missouri has led the nation at
25 times with innovation. Probably the most

1 significant historical example is the Eads Bridge in
2 St. Louis that was built in 1974 with a unique arch
3 cantilever system.

4 This is a long lasting asset. It's
5 going to celebrate its 150th anniversary in about
6 nine years, and people at the time that that was
7 built in 1974 said, you know, that's just a little
8 too innovative because this might be a hazard to
9 navigation.

10 Well, the people who were planning at
11 that time dismissed those concerns and the Eads
12 Bridge is still one of Missouri's grandest
13 representations of infrastructure.

14 More locally, where I came from, when
15 Harry Truman was a presiding judge in Jackson
16 County, he led the efforts to develop a 300 mile
17 road system which was one of the most elaborate and
18 advanced at this time -- at that time in the
19 country.

20 And again, people could have looked at
21 that system and said well, it's creating new
22 rights-of-way, it's going into farm property, it's
23 going down into East Jackson County, why do we need
24 to do that.

25 Well, the people at that time felt that

1 an asphalt or concrete highway was something that we
2 needed. And what we propose today is a highway to
3 scale to transmit low cost renewable energy.

4 Clean Line Energy Partners is
5 developing a number of projects. The one in the
6 middle that you see is this project, Grain Belt
7 Express. The model that the company is following is
8 to develop market-based infrastructure projects that
9 deliver low costs wind generation from the Great
10 Plains to a market through the use of high voltage,
11 direct current technology, HVDC.

12 Michael Skelly, our CEO, will be here
13 to talk to you about the business plans of Clean
14 Line, as well as to respond to your questions about
15 this project.

16 HVDC is the most efficient method to
17 transmit large amounts of electricity over long
18 distances. It has a smaller footprint than the
19 alternating current, the AC, alternative because it
20 has a narrower right-of-way.

21 It is more efficient because it
22 operates with lower line losses.

23 It requires less infrastructure
24 resulting in lower costs and lower prices for
25 delivered renewable energy, and because it is a DC,

1 a direct current system, the operator actually has
2 complete control over the power flow.

3 Dr. Wayne Galli, who is our Vice
4 President of Transmission will be here to explain
5 this. And the illustration below contrasts our 600
6 kV, kilovolt, project with what a comparable AC
7 footprint would be.

8 Now, HVDC technology is not new. This
9 map which I know is a little detailed to see,
10 illustrates a number of projects that have been in
11 existence since the 1970s.

12 Long term assets with proven technology
13 that connect resource zones, for example Hydro
14 Quebec, the hydroelectric sources up in Canada, were
15 near the Washington/Oregon border, the Pacific DC
16 Intertie, or the one in the middle that you see
17 coming out of North Dakota, the Coal Creek Line
18 that's owned by Great River Energy, bringing the
19 electricity generated from those resource zones to
20 where people are, the load centers.

21 What we have is a similar proposal here
22 in this case. The deep purple that you see out in
23 Western Kansas is probably the source of lowest cost
24 new generation clearly in the United States and
25 perhaps in the world.

1 And what Grain Belt Express hopes to
2 provide Missourians, as well as folks in the
3 Indiana/Illinois border and farther east, is access
4 to the nation's lowest cost wind energy production
5 sites.

6 And you see where the dark squares are,
7 the converter station out in Kansas is the first
8 one, the second one is there in Ralls County, and
9 the third one is at the Illinois/Indiana border.

10 The other important thing to remember
11 about wind resource is that it produces double the
12 amount of power of a comparable site. So for
13 example, if you have a Kansas wind site with an
14 average of 8.8 meters per second and you compare
15 that to an average Missouri site at 7 meters per
16 second, the Kansas site produces double the amount
17 of wind energy than the Missouri site would.

18 In other words, the potential energy is
19 the cube of the wind speed. What this means
20 practically is that if you find a wind site where
21 the meters per second is just a little bit higher,
22 you get -- you get electricity for a lot lower cost.

23 This project will also bring jobs, it
24 will bring consumer savings, and will bring
25 investment to Missouri.

1 The total cost of the project is
2 estimated to be 2.35 billion dollars. The Missouri
3 portion is 525 million, which is the second circle
4 there.

5 During construction, that will bring in
6 about 1500 Missouri jobs. It will produce about
7 seven million dollars in tax revenue for Missouri
8 communities in year one alone of operation, and
9 bring energy to power 200,000 homes in Missouri.

10 This is one of the largest power
11 projects in the nation and it will be built by steel
12 and will be made right here in Missouri.

13 Let me deal with the landowner
14 protections because that was an issue in the last
15 case and we realize it's an issue in this case.

16 The routing process is a multi-year
17 process that Grain Belt Express has undertaken,
18 together public feedback with regard to where this
19 route should go.

20 The map here depicts the route through
21 Missouri and the circles indicate the adjustments
22 that were made in this case from the last case.

23 Grain Belt Express has worked with
24 Missouri landowners for the last six years in a
25 series of public meetings, roundtables, hundreds of

1 conversations. Mark Lawlor, who is the Director of
2 Development, will be here to talk to you about that
3 very elaborate process.

4 One example of the adjustments that
5 were made in this case related to the Sycamore
6 Valley Farms Bed and Breakfast that Mr. and Mrs.
7 Reichert own. We made a change. The new alignment
8 now is about 1600 feet from their bed and breakfast,
9 whereas the original one was 450 feet away.

10 Those adjustments were addressed in the
11 direct testimony of James Puckett from the Louis
12 Berger Group.

13 Just as important is the New Landowner
14 Protocol that was developed in this case. In
15 addition to the already superior compensation
16 package, which I'd like to go over for just a
17 minute, this is the same as it was in the last case,
18 but unlike a lot of Missouri utilities, Grain Belt
19 Express will pay 110 percent of the average value of
20 the land based on recent sales of the county.
21 That's the first element of compensation.

22 The second one is for structure
23 payments. So if you have a tower on your property,
24 you can either elect, if you're a landowner, a one
25 time payment or annual payments on that structure at

1 an escalated annual rate of two percent for as long
2 as that structure is on your property, which could
3 be for 50, 60 years.

4 And in addition to the easement
5 payment, the 110 percent of the average value of the
6 land, and the structure payments, we would, of
7 course, also pay additional compensation for any
8 damage that the property -- that the project causes.

9 But the new offerings in this case are
10 an offering of binding arbitration, so that if Grain
11 Belt Express and a landowner cannot reach agreement
12 on compensation, instead of having to go to court or
13 hire a lawyer, we have offered arbitration before
14 the American Arbitration Association pursuant to
15 their rules.

16 We have also developed an Ag Impact
17 Mitigated -- Mitigation Protocol that also has
18 incorporated into it the use of an agricultural
19 inspector. The Ag Impact Protocol is a detailed
20 statement of 22 specific matters relating to notice,
21 the reporting of inferior work, irrigation systems,
22 a whole lot of specific landowner issues that could
23 arise during construction. Importantly, the ag
24 inspector is given the authority to halt
25 construction if the operations are not compliant

1 with that protocol.

2 We have also agreed to a number of
3 staffs conditions, which I will deal with later and
4 Mr. Thompson may deal with as well, relating to
5 specific uses, and this is similar to the conditions
6 that the Commission has directed applicants to use
7 in other cases.

8 We have also agreed to establish a
9 Decommissioning Funds. It would not be established
10 until after 20 years of operation, or at least ten
11 years prior to expiration of the project, but the
12 important thing is that there's no other
13 transmission project in the country that has ever
14 offered to establish this kind of a decommissioning
15 fund.

16 Deann Lanz, who is Clean Lines' Vice
17 President of Land, and Dr. James Arndt, who is an
18 expert in soil science and permitting, will speak
19 about these in detail and Dr. Arndt will talk about
20 why these principles adhere to best practices that
21 are recognized nationally.

22 Wayne Wilcox, who is a Randolph County
23 farmer and also a member of the Randolph County
24 Commission, will talk to you about his view of these
25 Landowners Protocols as well.

1 Let me go to the Tartan Factors. They
2 relate to operational qualifications, financial
3 resources, and as I've discussed, the need for the
4 service is economic feasibility and public interest.
5 These are the conditions that -- the factors that
6 you have traditionally weighed -- that you have
7 traditionally examined since that case was decided
8 in 1994.

9 The Operational Qualifications was a
10 factor that we met in the last case. No one has
11 attacked or disputed the Operational Qualifications
12 of Clean Line's management here.

13 You will hear in this case from Dr.
14 Galli, Mr. Skelly, and Mr. Berry, who is the Chief
15 Financial Officer of Clean Line. This is a factor
16 that should not be in dispute.

17 The Financial Resources factor also has
18 not been in dispute. It was found -- you found that
19 we met that factor last time and no one has
20 seriously disputed that as well.

21 It's important to note that in this
22 case we also have a new investor that has joined
23 Clean Line Energy and supports the project. It's
24 called Bluescape. It's a private, independent
25 energy investment and operating company. People

1 also invest in Bluescape itself, and that includes
2 universities, foundations, and public pension funds
3 as well.

4 I would note that John Wilder, who was
5 the CEO of -- pardon me, the Chairman of Bluescape
6 is actually a Missourian. He went to Southeast
7 Missouri State. He's a graduate there. He was also
8 the CEO of Texas Utilities back in the mid 2000s.

9 So let's talk about the need for the
10 project.

11 The greatest source of evidence for
12 need is the relationship that Grain Belt Express now
13 has with MJMEUC, and the relationship that MJMEUC
14 now has with Infinity Wind.

15 Mr. Healy, who represents MJMEUC, will
16 talk to you in greater detail about these
17 obligations, but we believe right now that in light
18 of recent contracts that MJMEUC has entered into
19 with some of its members, it has a hundred megawatts
20 already committed to this project to buy from
21 Infinity and to ship over to Grain Belt Express.

22 And the cities below, there are the
23 City of Kirkwood, Hannibal, Columbia, and Centralia
24 that have expressed interest in this, and my
25 understanding is that the City of Kirkwood for 25

1 megawatts just signed on to the deal.

2 The need for the project is also shown
3 by the fact that the project will lower adjusted
4 production costs for Missouri utilities by about 40
5 million dollars. This is an improved production
6 cost study that we prepared in this case.

7 Mr. Copeland from GDS Associates will
8 be here to answer any questions you may have with
9 regard to that. He met with Staff I believe on at
10 least two occasions and took their advice and their
11 thoughts and incorporated them into the PROMOD
12 analysis that he conducted. It demonstrates the
13 cost savings should ultimately flow to customers of
14 this project.

15 The other point is that we have broad
16 growing support from corporate America, which sees a
17 need for renewable energy and the need to access
18 that deep purple generation that sits out there in
19 Western Kansas. That access to that deep purple low
20 cost energy is something that businesses value and
21 it shows that there is a need for this particular
22 project.

23 Moving to economic feasibility. This
24 is a participant-funded business model, so it's not
25 a traditional regulatory model, where the utility

1 fully regulated by this Commission builds
2 infrastructure and then charges it to the ratepayers
3 after seeking your approval in a rate case.

4 In this case, it's like an interstate
5 natural gas pipeline. The project is market
6 oriented and it's customer funded.

7 Grain Belt Express will sell
8 transmission service to shippers via transmission
9 contracts, as we will be doing with MJMEUC if we
10 receive your approval, and where customers can be
11 wind generators -- customers can also be wind
12 generators or the load-serving entities, and we're
13 seeing that by virtue of MJMEUC in its contract with
14 Infinity Wind.

15 Mr. Berry will talk about that. Former
16 New Mexico Commission and FERC Commissioner Suedeen
17 Kelly will also talk to you about this
18 participant-funded model and how it is -- how it
19 should be viewed. This is not the traditional
20 regulatory mode, but it is designed to attract
21 customers who choose to use the service as opposed
22 to the captive ratepayers.

23 Finally, the economic feasibility of
24 the project has been shown through the FERC approved
25 open solicitation windows that were conducted in

1 2015 and 2016.

2 For the Missouri portion of the
3 project, the requests that were delivered to Clean
4 Line were 3500 megawatts, 3500 megawatts for the
5 converter station in Missouri, which is only 500
6 megawatts, so the expressions of interest received
7 through the open solicitation were six times greater
8 than what the converter station would even have the
9 capability to -- to send to the market. So this
10 demonstrates a need for the project.

11 There were ten wind generators that
12 actually responded to that open solicitation.

13 Finally, Mr. Berry will talk about his
14 levelized cost of energy analysis, which shows that
15 the Grain Belt Express project under a number of
16 scenarios provides the lowest cost energy option for
17 Missouri -- Missouri consumers. And because the
18 delivered cost of energy is lower than alternative
19 ways to meet demand, the project is economically
20 feasible.

21 There have been issues raised because
22 this is an interregional process -- project. It
23 will go from Southwest Power Pool through MISO into
24 PJM. But the RTO's are the bodies that ensure
25 reliable interconnection of participant-funded

1 projects or regular projects, and they will continue
2 to do so here.

3 The RTOs conduct extensive studies to
4 ensure that new transmission projects can safely and
5 reliably connect to the grid, and we've made
6 progress on that.

7 We now have an interconnection
8 agreement with Southwest Power Pool that was signed
9 in October of 2016. We have two rounds of technical
10 studies completed by MISO. The last one just a
11 couple of months ago. And we have a system impact
12 study completed by PJM and continue to confer with
13 them.

14 This is a process that this Commission
15 can continue to monitor today as you do with RTO
16 projects through the organization of MISO states
17 with MISO and through the regional state committee
18 at Southwest Power Pool. And Dr. Galli, our Vice
19 President of Joint Commission will talk to you about
20 those issues.

21 As far as public interest, this project
22 will support over 1500 jobs in Missouri. And beyond
23 the jobs that it will support by virtue of the
24 Hubbell factory that's in Centralia, which is going
25 to manufacture the insulators, the transformers

1 which ABB will manufacture either here or in St.
2 Louis, or the cable or the conductor, the actual
3 conductor, which will be made by General Cable in
4 Sedalia, we're talking about new businesses who
5 would come in into particularly the municipalities
6 represented by MJMEUC and locate there where they
7 might not otherwise locate.

8 So this not only provides immediate
9 jobs with regard to the project itself, but it also
10 is a point of attraction to new business who would
11 come to Missouri particularly where they can take
12 our power off of the MJMEUC contracts.

13 We estimate that seven million dollars
14 of property taxes would be generated by the project
15 in the first year of the operation, and then in
16 terms of landowner compensation, we estimate the
17 initial upfront payments would be approximately 15
18 million dollars and then continuing at over a
19 million dollars a year in future years.

20 The Missouri Department of Economic
21 Development has prepared a study based upon input
22 from Clean Line, assumptions that they believe are
23 entirely reasonable, and Richard Tregnago, who is
24 the County Assessor of Randolph County, will also be
25 here to discuss this issue.

1 It's also important to realize that the
2 public interest that has been reflected in the
3 parties that are here today, it's also reflected in
4 the comments that have been filed to the Commission.
5 The last tally that we made of the comments supplied
6 to the Commission shows that there are the over 600
7 supportive comments, which again is in contrast to
8 the last case.

9 And finally, because the project will
10 provide low cost clean energy for generations and
11 enhance the grid, it is overall in the public
12 interest. The HVDC system will joint SPP, MISO and
13 PJM.

14 It will enhance grid reliability.
15 Edward Pfeiffer conducted a loss of load expectation
16 to indicate that in addition to all the other
17 benefits, it will provide enhanced grid reliability.

18 And as we've said before, this project
19 will deliver over two million megawatts of clean
20 wind generation to Missouri.

21 So we heard your challenge and we
22 believe we have developed a better project overall
23 and specifically for Missouri. We have the
24 commitment of a major Missouri utility to support
25 the project and to purchase Kansas wind generation.

1 We have enhanced land owner protections and choices.
2 We have the same superior right-of-way compensation
3 plan, but we have also implemented a number of
4 reroutes that address 2014 issues that were raised
5 by landowners.

6 We have advanced the RTO process, we
7 have a better emergency storm system restoration
8 plan, and we have analyzed the wholesale production
9 costs and the reliability benefits in greater
10 detail.

11 We have approval from three or four
12 states through which the project runs, we now need
13 your approval. We have broad support from business,
14 public and stakeholders, and we have an agreement of
15 Staff under a variety of conditions.

16 So all in all, we believe that we meet
17 the Tartan Factors, we believe that we have met the
18 challenge that you delivered to us back in 2015, and
19 we respectfully ask for your decision to issue a
20 Certificate of Convenience and Necessity for this
21 project.

22 Thank you.

23 CHAIRMAN HALL: Mr Zobrist?

24 MR. ZOBRIST: Yes, sir.

25 CHAIRMAN HALL: I have a couple of

1 questions.

2 MR. ZOBRIST: Yes, sir.

3 CHAIRMAN HALL: What is the status of
4 the Department of Energy's Section 12.22 decision on
5 the Arkansas line?

6 MR. ZOBRIST: Mr. Skelly can talk to
7 you about that, Mr. Chairman. It's the Plains &
8 Eastern project. It's a different project and it's
9 proceeding on a different basis. We are proceeding
10 to, in this project, to obtain state regulatory
11 approvals, and the Plains & Eastern is a
12 different --

13 CHAIRMAN HALL: I understand that.

14 MR. ZOBRIST: Yeah.

15 CHAIRMAN HALL: So he could give a --
16 he could give a -- he could provide a legal
17 discussion as to the status of that decision and the
18 applicability of that decision to the matters before
19 us? I understand it's a differ line.

20 MR. ZOBRIST: Right. Well, he's not a
21 lawyer. Mr. Skelly is not a lawyer.

22 CHAIRMAN HALL: Which is why I was
23 asking you.

24 MR. ZOBRIST: Yeah, yeah. Well, I've
25 not analyzed that because that is not our project.

1 But I'd be glad to talk -- you know, Mr. Kottler,
2 the General Counsel, could probably speak to that.

3 CHAIRMAN HALL: Okay.

4 MR. KOTTLER: Sir, good morning. Cary
5 Kottler, General Counsel of Clean Line.

6 So Plains & Eastern under Section
7 12.22, The Energy Policy Act, received its approval
8 from the Department of Energy in March of 2015.
9 That's a, for lack of better term, public private
10 partnership in which the Department of Energy will
11 act as the public utility in Arkansas and own the
12 facilities in Arkansas, so we're working together on
13 that project. It has the legal authority to move
14 forward.

15 As it relates to this project --

16 CHAIRMAN HALL: Let me stop you for a
17 second.

18 MR. KOTTLER: Sure.

19 CHAIRMAN HALL: Are there court
20 challenges to that federal decision as of right now
21 still pending?

22 MR. KOTTLER: Yes, there are.

23 CHAIRMAN HALL: In federal court?

24 MR. KOTTLER: There's litigation in
25 federal court in Arkansas against the Department of

1 Energy in disputing its decision on Clean Line under
2 Section 12.22 and Clean Line is an intervenor in
3 that lawsuit.

4 CHAIRMAN HALL: When do you expect a
5 decision?

6 MR. KOTTLER: At the end of this year.

7 CHAIRMAN HALL: End of this year?

8 MR. KOTTLER: That's right.

9 CHAIRMAN HALL: And if this Commission
10 were to not approve the pending application,
11 would -- would Clean Line anticipate seeking similar
12 federal approval for the line?

13 MR. KOTTLER: Well, it's hard to give
14 definitive answers about such prospects.

15 CHAIRMAN HALL: I understand.

16 MR. KOTTLER: We're clearly focused on
17 the state approval.

18 CHAIRMAN HALL: Yeah, and I appreciate
19 that.

20 MR. KOTTLER: It's hard -- it's hard to
21 foresee, you know, we came back to the Commission
22 again because we thought we had a better case here.

23 CHAIRMAN HALL: Right.

24 MR. KOTTLER: And the prospect of going
25 through a multi-year federal process, a federal

1 environmental review, federal regulations, is pretty
2 difficult given how much time we've put into this
3 and how long we've been working on this. It's hard
4 to foresee going through that.

5 CHAIRMAN HALL: Let me frame it this
6 way: Is there any reason why you could not take
7 advantage of that process if you decided you needed
8 to?

9 MR. KOTTLER: Legally, it would be
10 possible to try -- depending on the outcome of that
11 litigation, legally it would be possible to pursue,
12 but again, it would involve many years of additional
13 work that's not necessary.

14 CHAIRMAN HALL: And in that -- in the
15 Arkansas case, the Arkansas Commission was not able
16 to put any conditions on the line, is that correct?

17 MR. KOTTLER: Yes. So in Arkansas, we
18 applied to become a public utility in 2010 and they
19 found that -- they found the project logical but
20 didn't see a way that it fit in their statute. I
21 think there was arguable interpretation that the
22 project may or may not fit under Arkansas law.

23 Since then Arkansas has changed their
24 law and there's no way for a participant-funded
25 merchant project to be regulated by the Arkansas

1 Public Service Commission. So it's impossible for
2 the Plains & Eastern project to be regulated by the
3 Arkansas Commission. It's much different from the
4 framework here.

5 CHAIRMAN HALL: It occurs to me that
6 if -- if this Commission were to want to impose
7 conditions on the line, it would need to grant the
8 CCN as opposed to allowing a federal process to take
9 place. That's the simple point I'm trying to make
10 sure I am correct in my understanding. Would you
11 agree with that?

12 MR. KOTTLER: I would. If this were a
13 federal project, I wouldn't see a way for the
14 Missouri Commission to impose conditions or to be
15 involved.

16 CHAIRMAN HALL: Thank you. Mr.
17 Zobrist, one of the major arguments the last time we
18 were here on -- on the public interest, and in fact
19 it was one of the issues that I focused on in my
20 dissent in the last case, was the existence of the
21 Clean Power Plan and the possibility that this line
22 could -- could help Missouri meet its obligations
23 under the Clean Power Plan.

24 Obviously, it looks like that is no
25 longer -- no longer a basis for asserting public

1 interest, so how do you respond to that?

2 MR. ZOBRIST: This project began before
3 anybody knew what the Clean Power Plan was, so it
4 was premised on a series of, you know, economic
5 principles and the state of wind technology and what
6 was going on in Western Kansas as far as the ability
7 to capture that wind well before the Clean Power
8 Plan. So the Clean Power Plan was just an
9 additional point that we brought up in the last
10 case. And Mr. Skelly can talk about that.

11 But with the increased improvement in
12 wind technology and with other benefits, and with
13 existing environmental laws like the mercury and air
14 toxic standards which have been, you know, a matter
15 of law now for two to three years, we think this
16 project is just as economically feasible, you know,
17 without the Clean Power Plan.

18 CHAIRMAN HALL: And what witness
19 should -- should we direct questions to about the
20 status of the county assents? Is that a legal
21 matter for you or is that --

22 MR. ZOBRIST: That's probably, you
23 know, a legal matter for me. I mean we can tell you
24 that based upon the report that we made to the
25 Commission back in 2015, the one thing that has

1 changed is that we do not have a county consent in
2 Caldwell County. All the others are either, you
3 know, on hold, but Monroe County is subject to an
4 open meetings suit that MLA brought and we're
5 awaiting a decision on that. So there hasn't been
6 any other definitive change in those county consents
7 except we do not have one in Caldwell County by
8 virtue of a certain court decision because the
9 county didn't meet the requirements of the Open
10 Meetings Act.

11 CHAIRMAN HALL: So six of the eight
12 you've got the ascents on, one you do not have, and
13 one is being legally challenged?

14 MR. ZOBRIST: Yeah, that may be a
15 slight overstatement. We have all those other -- we
16 have obtained all of those. We have obtained
17 229.100s in all eight counties. We do not have one
18 in Caldwell by virtue of that decision. The others,
19 some county commissions have said oh, we either
20 rescind it or we're going to put this on hold
21 because we want to hear from the Public Service
22 Commission first, and then we have a litigation in
23 Monroe County.

24 It's probably a longer explanation than
25 you wanted, but we can certainly brief that in the

1 initial post hearing -- we don't really have a
2 witness that addresses this because we have stated
3 that we understand that if we get a CCN from this
4 Commission, we still need to get these county
5 consents before the project can begin.

6 CHAIRMAN HALL: One last legal question
7 for you. I assume you are aware of the ATXI
8 decision that's pending in the Western District on
9 whether or not this Commission has the authority to
10 grant a CCN subject to or conditioned upon receiving
11 the county ascents. That decision I'm not sure
12 exactly when it's going to come down, but I would
13 assume it's after we would render a decision here.

14 How should -- should we factor that
15 into our analysis?

16 MR. ZOBRIST: Well, my understanding is
17 oral argument occurred either a week or two ago, so
18 that decision, depending on how fast the Court of
19 Appeals moves, could be in a couple of weeks or
20 maybe in two months, I just don't know.

21 I guess we'll have to see what the
22 court says. We think, you know, a fair reading of
23 the statute is they are independent. Your statutes
24 don't refer to the county consent, you've got some
25 regulations that do.

1 229.100 has been around since the turn
2 of the last century. It doesn't really talk about
3 the Public Service Commission. It's a county road
4 crossing statute, that's really what it is, it's not
5 a franchise statute.

6 CHAIRMAN HALL: Okay. Thank you.

7 MR. ZOBRIST: Okay.

8 COMMISSIONER RUPP: Mr. Zobrist.

9 MR. ZOBRIST: Oh, yes, sir.

10 COMMISSIONER RUPP: You had mentioned
11 in your opening about blue sky.

12 MR. ZOBRIST: Right, Bluescape.

13 COMMISSIONER RUPP: Bluescape. Okay.
14 What percentage of investment have they taken?

15 MR. ZOBRIST: Is that highly
16 confidential? I don't think it is.

17 MR. KOTTLER: They've made an
18 investment. They've made an investment, and, you
19 know, many tens of millions of dollars into Clean
20 Line so they're a major equity owner in the company
21 at this time.

22 COMMISSIONER RUPP: Okay. Then also
23 you had stated that you agreed to the binding
24 arbitration with the National Arbitration Board. I
25 was listening on my drive up and the phone cut out a

1 little bit, did you say that was the first time
2 that's been done in a transmission line case?

3 MR. ZOBRIST: I think I was referring
4 to the decommissioning funds, yeah, but we're
5 offering, you know, Triple A arbitration as an
6 option if a landowner doesn't want to go to court.
7 It would be under the commercial arbitration rules
8 of the American Arbitration Association.

9 COMMISSIONER RUPP: But the comment
10 about the first time was on the decommissioning?

11 MR. ZOBRIST: Right. Yeah, we're not
12 aware of any other transmission project or
13 transmission line that's got a decommissioning fund
14 like you have at Calloway or Wolf Creek.

15 COMMISSIONER RUPP: Thank you for
16 clearing that up.

17 JUDGE BUSHMANN: Thank you, Mr.
18 Zobrist.

19 MR. ZOBRIST: Okay.

20 JUDGE BUSHMANN: Next opening will be
21 by MJMEUC.

22 MR. HEALY: I apologize, I don't have
23 hard copies of my presentation either, we will
24 provide those after lunch.

25 If it pleases the Commissioners and the

1 Court.

2 Good morning. My name is Doug Healy.
3 I am here with Peggy Whipple. We represent the
4 Missouri Joint Municipal Electrical Utility
5 Commission. As I mentioned, we've got a great
6 acronym, MJMEUC. We serve Missouri citizens and
7 municipalities.

8 JUDGE BUSHMANN: Can you move your mike
9 a little closer?

10 MR. HEALY: Is that better? Thank you.

11 Also here today is Duncan Kincheloe,
12 the CEO of the Missouri Public Utility Alliance, of
13 which MJMEUC is a part. Also have John Grotzinger,
14 the Chief Operating Officer. You'll hear from both
15 of these gentlemen later in the week. They've
16 submitted testimony in this case and they'll be here
17 to have that testimony submitted and answer
18 questions.

19 Just to tell you a little bit about
20 MJMEUC. We serve over 70 cities in Missouri and
21 Arkansas. Those cities, they take their power from
22 MJMEUC in full requirement pools or through unit
23 purchase power agreements based on different power
24 projects.

25 In particular in this case, we're

1 talking about the Missouri public energy pool.
2 That's a group of 35 Missouri cities that are
3 scattered across SPP, AECI, and the MISO zone, as
4 well as the cities of Columbia, Hannibal, Kirkwood,
5 and Centralia.

6 MJMEUC has generation in Arkansas,
7 Illinois, Kansas, Nebraska, as well as Missouri, we
8 serve that load and serve approximately 500,000
9 retail customers in those two states, with over
10 370,000 of those in Missouri.

11 So as you all know, MJMEUC supports
12 Grain Belt CCN. This TSA, the Transmission Service
13 Agreement, allows us to provide an important public
14 need to be met, and that's at a low cost, it's
15 renewable energy, it's for long term, and has a low
16 annual increase in rates. This project meets the
17 public needs and provides a valuable public benefit.

18 So let's talk about a couple of the
19 contracts that we're here on today. Obviously,
20 we're here today to discuss the CCN request of Grain
21 Belt but this is premised upon a couple of contracts
22 MJMEUC has.

23 The Grain Belt Express Transmission
24 Service Agreement that MJMEUC has with Grain Belt
25 allows us for a 15 to 25 year period to select the

1 amount of transmission that we need over that line
2 to bring energy into Missouri.

3 Obviously, we're going to match that up
4 to our actual Power Purchase Agreements which in
5 this case is with Iron Star, which requires a
6 minimum of one hundred megawatts and up to 200
7 megawatts.

8 The Transmission Service Agreement, the
9 rate is \$3.50 per megawatt hour to deliver that wind
10 from Kansas delivered into MISO.

11 The second contract you're going to
12 hear a little bit about is the Iron Star contract.
13 As to Wind Generator Infinity Renewables, they are
14 also going to be here in this proceeding. That's a
15 20 year contract with a five year extension option,
16 and that's \$16.50 per megawatt hour. That's for a
17 combined price of \$20.00 per megawatt hours high
18 wind delivered into Missouri.

19 This contract between MJMEUC and the
20 cities are actual costs. There is no profit margin
21 added. The cities will see the benefit.

22 You're going to see in the testimony of
23 both Duncan Kincheloe and John Grotzinger, there's a
24 demand for renewable energy by MJMEUC customers.

25 We've offered renewable products

1 recently from MoPEP Energy Pool. Those products
2 were subscribed almost immediately. The demand from
3 the industrial and commercial customers continues to
4 grow.

5 So let's talk about the Missouri Public
6 Energy Pool. It's already committed to 60 megawatts
7 of transmission capacity on GBX and has committed to
8 60 megawatts of energy from Iron Star.

9 This is primarily rural cities across
10 the Missouri. The power pool is put together to
11 help these smaller cities to have the opportunity to
12 buy in bulk and get the advantage of operating as a
13 group.

14 The peak load is around 530 megawatts,
15 and all of their requirements, energy, capacity,
16 ancillary services are provided by MJMEUC. This is
17 an opportunity for those groups of cities to become
18 a leader in renewable energy.

19 MoPEP has already within the state been
20 a leader in solar energy. We didn't discuss it in
21 particular, but in the prior slide, and I'll hand
22 out those copies later. We already have multiple
23 solar sites across the state utility grade.

24 With this combination of wind and
25 solar, as well as landfill gas, MoPEP portfolio will

1 be over 23 percent renewable by 2021.

2 MoPEP currently has an existing
3 contract that also expires in 2021 for 100 megawatts
4 of coal power from Illinois. That's the former
5 Ameren Plants in Illinois, a long term contract
6 that's coming to an end.

7 This contract for renewable energy will
8 allow us to replace that 100 megawatt contract with
9 the combination of natural gas, wind, solar, and
10 other resources that will reduce the all end cost of
11 the MoPEP pool in that hundred megawatt slice from
12 approximately \$52.00 per megawatt hour to \$35.00.
13 It's a pretty dramatic drop in price for these
14 customers.

15 So I just want to show you say few
16 pictures of who we serve. We like to say we serve
17 Main Street not Wall Street.

18 Of those 35 cities, Carrollton, I think
19 you all know where that's at. There was a local
20 public hearing in Carrollton.

21 Chillecothe is a good example of
22 another city.

23 Farmington.

24 Jackson, Missouri.

25 Vandalia.

1 We won't go through all 35, but I do
2 have a map that shows you where they're located.
3 And as you can see, they're from all the way from
4 Thayer on the Arkansas line, all the way up to Rock
5 Port in the top corner. We cover the entire state,
6 the MoPEP pool does.

7 All 35 cities will get a benefit.
8 Their costs for energy capacity are socialized, that
9 means that energy delivered into the MISO zone of
10 this price, those benefits will be attributed to all
11 35 cities.

12 So that's the first 60 megawatts.
13 Let's talk about the rest of what we're looking at.
14 If City of Columbia, they're looking at taking 35
15 megawatts. We're still expecting probably another
16 60 days before they execute their contracts, but
17 we're in discussions to do that.

18 The City of Centralia. You know, you
19 heard Centralia mentioned earlier as Hubbell. It's
20 also interesting to look at their energy. They have
21 a nine megawatt peak. It's a small town. Taking
22 one megawatt will give them over 10 percent
23 renewable energy to advertise to both their
24 customers as well as for diversity in their field
25 supply and energy supply. It's a big step for a

1 small city to have this opportunity.

2 The City of Kirkwood. Just on
3 Thursday, as Mr. Zobrist mentioned, they executed a
4 contract for 25 megawatts. That puts the total load
5 under contract at 85 megawatts.

6 As I said, the Infinity contract
7 requires a minimum of a hundred, and we expect to
8 have that by Wednesday morning. Tuesday night we
9 expect the City of Hannibal to execute their
10 contract for 15 megawatts.

11 As you all know, Hannibal is Missouri's
12 home town. It's another city that will receive an
13 immediate benefit from this contract and from this
14 renewable power coming into Missouri.

15 So these Missouri cities and Missouri
16 Public Energy Pools do have something in common.
17 They need additional generation in the future and
18 are looking for low cost, long term, renewable
19 solutions. Grain Belt will provide that solution.

20 So we look at the public benefit.
21 Strong, long term contracts, substantial public
22 benefit.

23 Talking about that public benefit in
24 the testimony that's filed here and you're going to
25 hear from, John Grotzinger, who was introduced to

1 you, Mr. Juskalski -- Paul, if I pronounced that
2 wrong, you can correct me. They've already
3 testified in their written testimony that this is
4 the cheapest alternative for MJMEUC for this power
5 supply. Mr. Justis for Show Me admits this is the
6 cheapest renewable alternative in his rebuttal
7 testimony.

8 I think it's important to realize what
9 a promising opportunity this is for Missouri cities
10 and customers in those cities.

11 For MoPEP alone, just the energy pool,
12 the one that we have the most data on, to review all
13 their requirements and all their energy needs, we
14 estimate conservatively the benefits of ten million
15 dollars annually. That's over 200 million dollars
16 for these small cities in energy savings over the
17 next 20 years. It's a lot of money for a lot of
18 these small cities. It's a big opportunity.

19 That doesn't calculate the savings for
20 Centralia, for Columbia, or Kirkwood or Hannibal,
21 which make up the other 76 megawatts currently of
22 MJMEUC's commitment.

23 Mr. Jaskulski in his surrebuttal
24 testimony agrees that the benefits of MJMEUC are
25 likely to be at least 7.9 million annually, over 20

1 years 158 million dollars in savings to Missouri
2 municipalities when compared to other options MJMEUC
3 has.

4 So for Missouri cities or anybody,
5 these opportunities don't come along on a regular
6 basis. It's a chance to reshape the MoPEP portfolio
7 in particular with a large renewable portion up to
8 23 percent.

9 It's going to allow MoPEP to expand
10 their current program of offering renewable energy
11 to those cities that they can then resale to their
12 retail customers. In particular commercial and
13 industrial customers who are requesting and who need
14 renewable energy to meet corporate goals.

15 This will make those MoPEP cities
16 competitive, will give them an opportunity to
17 compete with larger cities both on pricing and the
18 availability of renewable energy.

19 It will permit Columbia, which is
20 already a leader in the state of renewable energy,
21 to continue to meet its goals.

22 The City of Hannibal and Kirkwood's
23 commercial and industrial customers are excited
24 about this opportunity, and are also looking forward
25 for the opportunity to participate.

1 And it permits Centralia, Hannibal and
2 Kirkwood to begin diversifying their portfolios
3 through wind energy.

4 Another public benefit is
5 diversification is a hedge against future emissions
6 regulations and future fuel price volatility.

7 It's easy to become a little bit
8 fixated by some of the economic benefits, but the
9 long term implications mentioned earlier, the Clean
10 Power Plan for example, we do expect future
11 regulation on carbon. This will allow an additional
12 measure of diversification of those fuel supplies to
13 hedge against those type of regulations as they come
14 in the future, as well as fuel price volatility.

15 So on behalf of the hundreds of
16 thousands of Missourians who live in those 35 MoPEP
17 cities, who live in Columbia, Centralia, Hannibal
18 and Kirkwood, we'd respectfully request this
19 Commission to approve the CCN for the Grain Belt
20 Express. Thank you.

21 CHAIRMAN HALL: No questions. Thank
22 you.

23 JUDGE BUSHMANN: Next opening would be
24 Wind on the Wires and Wind Coalition.

25 MR. BRADY: Sean Brady with Wind of the

1 Wires.

2 Good morning, Chairman, Commissioners,
3 Judge Bushmann.

4 I'm Sean Brady. I'm an attorney for
5 Wind on the Wires, and I'll be speaking on behalf of
6 Wind on the Wires and The Wind Collision are joint
7 parties in this case, so this opening is on behalf
8 of both parties.

9 For those of you, if you aren't
10 familiar with Wind on the Wires or the Wind
11 Coalition, Wind on the Wires is a not-for-profit
12 organization that advocates for the advancement of
13 utility scale renewable energy and the MISO
14 footprint. And the Wind Coalition is a trade
15 association that advocates for the advancement of
16 wind scale or utility scale wind energy in the SPP
17 footprint.

18 Given our focus, we support the
19 Certificate of Need filed by Grain Belt Express.

20 The Grain Belt Express line is a
21 significant line for the wind industry. It's
22 significant because it's delivering 4,000 megawatts
23 of wind energy. It's a significant regional
24 transmission line. It's significant because the
25 energy that will be delivered via this line is cost

1 effective and beneficial for Missouri, as you heard
2 from MJMEUC and Grain Belt, but also economically
3 beneficial for MISO and PJM.

4 In this case, Wind on the Wires and the
5 Wind Coalition sponsored one witness, Michael
6 Goggin. Mr. Goggin is the Senior Director of
7 Research for the American Wind Energy Association.
8 So he has at his call, his focus is energy market
9 data related to wind, related to transmission,
10 planning, and operations in the RTOs. This is the
11 data that he calls upon in providing his expert
12 opinions in this case.

13 In this case, Mr. Goggin will focus on
14 three of the Tartan criteria. Need, public
15 interest, and economic feasibility.

16 It's Mr. Goggin's opinion that between
17 now and 2025 there will be approximately 4300 -- a
18 demand of approximately 4300 megawatts of wind
19 energy and PJM, MISO, which is inclusive of -- of
20 Missouri, but that's a floor. That doesn't include
21 the potential economic selection of wind energy from
22 utilities who find that wind is becoming -- is cost
23 competitive with other forms of generation. It
24 doesn't include corporate purchasers.

25 We've seen a large growth in direct

1 purchasing of wind energy by Google, Amazon, Intel
2 for example directly from wind developers. We see
3 that kind of growth throughout the -- that potential
4 growth in the MISO and PJM footprint that would be
5 calling upon this energy that's being delivered by
6 the Grain Belt project.

7 In addition, we see this project is in
8 the public interest for the reasons explained by
9 Grain Belt and MJMEUC, and we see that, we agree
10 with the point that this line will lower wholesale
11 electric prices for the Missouri footprint.

12 But we also think it's going to be
13 lowering the wholesale electric prices in PJM where
14 it also has another injection site.

15 The energy -- you saw the energy
16 prices, the delivered energy prices into -- into
17 Missouri. These rates are very -- are comparable to
18 alternative resources that, such as new natural gas
19 plants or other wind -- wind farms that would be
20 built either in PJM or in other parts of the MISO
21 footprint.

22 The combination of wind and
23 transmission also provides a hedge against fuel
24 price volatility that utilities face, so it's
25 beneficial for utilities who have natural gas in

1 their energy portfolio to add additional wind energy
2 to help under long term contracts to provide a hedge
3 and price certainty for their -- their ratepayers,
4 especially at these low prices that we're seeing
5 with -- with the Grain Belt case.

6 Additionally, we see, Mr. Goggin
7 corroborates the environmental benefits that Grain
8 Belt has estimated. He read in his own analysis and
9 finds that the energy that will be delivered from
10 these wind projects into Missouri, into MISO and
11 PJM, they'll be offsetting energy from coal or
12 natural gas and, therefore, provide environmental
13 benefits to the MISO and Missouri footprints.

14 Given these factors, given from Mr.
15 Goggin's testimony, Wind on the Wires and the Wind
16 Coalition ask and will be asking that this
17 Commission approve Grain Belt Express's application
18 for Certificate of Convenience and Necessity.

19 Thank you.

20 JUDGE BUSHMANN: Thank you. Infinity
21 Wind.

22 MS. PEMBERTON: May it please the
23 Commission. I'm Terri Pemberton on behalf of
24 Infinity Wind Power.

25 Infinity wants to thank the Commission

1 for the opportunity to appear before you in this
2 proceeding. Infinity sought intervention in this
3 matter because the Grain Belt project represents a
4 real solution to delivery constraints in the
5 existing transmission grid. These transmission
6 constraints existed at the time that Grain Belt
7 filed its initial application in 2014 and they still
8 exist today.

9 The Grain Belt project will permit the
10 low cost wind power to economically be brought to
11 market centers beyond the limited areas where the
12 wind resources are abundant, such as Western Kansas.

13 Infinity believes bringing increasing
14 levels of wind into the market not only benefits the
15 environment, but it also helps to create a more
16 stable power pricing machine by delivering power at
17 a predictable fixed price as opposed to other power
18 sources that are subject to the volatility of energy
19 markets, much like what you heard from Mr. Brady
20 just a moment ago.

21 For those of you unfamiliar with
22 Infinity, we are a wind developer with offices in
23 California, Colorado, and Minnesota. We have
24 projects either in operation or under development in
25 states such as Minnesota, North Dakota, Nebraska,

1 New Mexico, Oklahoma, Texas, and most important to
2 this proceeding in Kansas. These projects range in
3 size from 74 to 300 megawatts.

4 As you heard earlier from Grain Belt
5 and MJMEUC's counsels, those parties have entered
6 into a TSA that will create an economic pathway for
7 Western Kansas wind power to be delivered to MJMEUC
8 members. Infinity has the privilege of having
9 recently been awarded the Purchase Power Agreement
10 to provide that power to MJMEUC by virtue of the
11 Iron Star project.

12 The Iron Star project will have the
13 name plate capacity of approximately 300 megawatt
14 and will be located in Ford County, Kansas.
15 Infinity was awarded the contract after lengthy
16 negotiations with MJMEUC in response to a Request
17 For Proposal that was issued by MJMEUC in August of
18 2016. In response to that RFP, multiple wind
19 developers responded and the bidding process was
20 extremely competitive.

21 The Purchase Power Agreement is a
22 20-year contract that provides for delivery of up to
23 200 megawatts of power to the MJMEUC member cities.
24 This is a binding contract that requires the -- that
25 required the payment of Infinity of a significant

1 security deposit to ensure that it performed under
2 the contract.

3 This contract has very real legal
4 ramifications in the event of failure to perform,
5 and in the case of Infinity, that ramification would
6 be the forfeiture of a significant security deposit.
7 Infinity would not have agreed to such a contingency
8 for a non-binding contract.

9 The combination of the TSA and the PPA
10 will result in millions of dollars of savings
11 annually for MJMEUC members and their respective
12 customers. Absent the Grain Belt project, these
13 Missouri consumers will not experience the benefits
14 of these contracts.

15 During this proceeding, one of the
16 items you may hear discussed pertains to the
17 appropriate value for the levelized cost of
18 electricity for winds -- for Kansas winds via the
19 Grain Belt project.

20 Infinity takes exception with the value
21 assumed by the Show Me consumer -- Show Me Concerned
22 Landowners. Infinity believes based on its
23 experience that Show Me overstates that capital
24 costs of building wind in Kansas. Industry sources
25 support Infinity's experience.

1 For example, the Department of Energy
2 2015 Wind Technologies Market Report notes that
3 projects located in the interior region of the
4 country, which includes Kansas, is below the
5 national average on capital costs of installed
6 projects.

7 Perhaps more importantly, a recent 280
8 megawatt west star project was completed in Kansas
9 and that project supports the government findings
10 and is reflective of Infinity's experience regarding
11 the true cost of wind projects in Kansas. Mr.
12 Langley will be testifying later this week and will
13 be happy to discuss these things with you in greater
14 detail.

15 In summary, projects like the Grain
16 Belt Express line offer an economical pathway that
17 can bypass the existing RTO constraints and bring
18 low cost wind power to load centers beyond the wind
19 abundant areas such as Kansas. The TSA between
20 Grain Belt and MJMEUC, coupled with the PPA between
21 MJMEUC and Infinity demonstrate the great potential
22 that the Grain Belt Express project represents.

23 Infinity believes that the Grain Belt
24 project meets a current need by filling a gap in
25 existing transmission grid and that it will provide

1 significant value to Missouri consumers. With that,
2 Infinity respectfully requests that the Commission
3 approve Grain Belt's application in this matter.

4 Thank you.

5 JUDGE BUSHMANN: Thank you. Renew
6 Missouri.

7 MR. LINHARES: Andrew Linhares for
8 Renew Missouri. Thank you, and may it please the
9 Commission. Good morning.

10 Renew Missouri, as I believe the
11 Commission knows, is a non-profit policy advocate
12 for clean energy, for renewable energy and energy
13 efficiency based in Columbia.

14 In the previous case filed regarding
15 this project in 2014, Renew Missouri did not support
16 the project, we were remaining neutral primarily
17 because the project would not result in delivering
18 wind power to Missouri, and that is no longer true.

19 In the case now before the Commission,
20 the Grain Belt Express transmission line will
21 deliver a potential 500 megawatts of cheap, high
22 capacity wind power to our state, and roughly half
23 of that capacity is already contracted for.

24 The project will be able to deliver the
25 equivalent of about 25 percent or a quarter of our

1 State's renewable energy need for compliance with
2 the Renewable Energy Standard 52021.

3 Now without this project Missouri's
4 IOUs will need to locate other renewable energy
5 resources, which will almost certainly be more
6 expensive. The project will save municipal
7 customers ten million annually already, and it could
8 save Missouri IOU customers as well as long as steps
9 are taken to contract for the remaining half or so
10 of the capacity for the state.

11 Now, we know, at the highest level of
12 perspective, we know that demand for cheap renewable
13 energy will only continue to grow, and the way we
14 meet this demand is by constructing these
15 transmission lines to the load centers, to the
16 primary load centers in PGM and MISO, and that's
17 what this project does.

18 Renew Missouri urges the Commission to
19 approve the project, and thank you very much. I'm
20 happy to take questions.

21 JUDGE BUSHMANN: Thank you.

22 MR. LINHARES: Thank you.

23 JUDGE BUSHMANN: Department of Economic
24 Development.

25 MR. BEAR: Brian Bear on behalf of the

1 Department of Economic Development.

2 I'll be brief this morning. The
3 economic impact that is presented by Grain Belt is
4 real. We've submitted testimony within the record
5 that would substantiate the economic impact in the
6 first three years as producing over 1500 jobs. And
7 it's being produced without a single input of tax
8 credit or public activity bond, which is a rarity in
9 this state, given the way that we usually develop
10 jobs.

11 The reality is that that first three
12 years of economic development will be diminished
13 during operation, but there will be a sustained
14 economic impact on the State.

15 Mr. Alan Spell, whose testimony is
16 within the Commission, substantiates that while that
17 amount is diminished, we can expect 91 jobs in the
18 first year of operation, and we can expect about 28
19 jobs thereafter throughout the operation of this
20 line.

21 The economic impact for municipalities
22 is real as well. I believe MJMEUC has already
23 stated in very granular detail the needs and the
24 wants of municipalities in achieving clean power on
25 an ongoing basis. This is a real consideration of

1 the public interest that the Commission should take
2 into consideration with the issue before it today.

3 I'd also state that there is a future
4 need on the horizon. At the department, when we try
5 to attract new businesses to the state, one of the
6 top five elevator pitches that we use is that we are
7 a low cost energy state. We can provide large
8 amounts of energy at a very cheap rate.

9 But as we go into the 21st Century,
10 that pitch is losing its luster. Increasingly,
11 there is a demand from corporate America for states
12 to be able to provide renewable power in part of the
13 development efforts, and if we're going to be able
14 to compete with our peer states in the coming years,
15 we want to have that capacity on line to be able to
16 attract future businesses.

17 Mr. Chairman, you had asked about what
18 the impact is of the Queen Power Plant going away.
19 Well, even though the Environmental Protection
20 Agency's regulations are not there, corporate
21 resolution has taken its place. The demand is
22 within the market place, and if we have the ability
23 to meet it, the department is confident that we can
24 attract business to the State.

25 That's not to say that the support is

1 without condition. As stated within the testimony
2 of Barbara Meisenheimer, we believe that landowner
3 rights must be protected in the best way possible,
4 which is to allow localities and not Jefferson City
5 to make that determination.

6 We specifically carved out, for
7 instance, agricultural impact. We know that when
8 landowners lose part of their farms, there is going
9 to be an agricultural impact economically. But in
10 minimizing that impact, we shouldn't try to plan the
11 route from Jefferson City or afar.

12 We should leave that to local interests
13 and, therefore, a condition that should be placed on
14 this, on this approval, should be the county
15 asents. If that is in place, then we can be
16 confident that those concerns are addressed in the
17 most sensitive way possible.

18 And with that, I'm open to any
19 questions the Commissioners may have.

20 CHAIRMAN HALL: No questions. Thank
21 you.

22 JUDGE BUSHMANN: Thank you. Consumers
23 Council. Mr. Coffman, since this is your first
24 appearance, you may want to make an entry of
25 appearance.

1 MR. COFFMAN: Thank you. My name is
2 John B. Coffman, I'm appearing on behalf of the
3 Consumers Council of Missouri. My address is 871
4 Tuxedo Boulevard, St. Louis, Missouri, 63119.

5 Good morning, I'm going to be very
6 brief.

7 Consumers Council of Missouri is not
8 evaluating the eminent domain and landowner issues
9 in this case. We are not analyzing the renewable or
10 environmental impact of this. We took a look at
11 this proposal from a purely consumer perspective,
12 and we believe that it is -- would clearly be better
13 for residential ratepayers throughout the state, in
14 regulated and municipal customer basis throughout
15 the state, so we are recommending that you approve
16 this project.

17 And we also like the fact that the --
18 that this proposal is coming forward with investor
19 money. This utility is not asking for ratepayers to
20 put up the money up front in any way, they're not
21 asking for any subsidy or special rate making
22 treatment, they're doing it the way that we like to
23 see it, putting investor money up and then proving
24 that they can do it.

25 So we hope that this project is

1 approved and that it provides the benefits that we
2 think we see here.

3 Thank you.

4 CHAIRMAN HALL: I have a question.

5 Good morning. The Tartan Factor of economic
6 feasibility, I was wondering if you could comment on
7 your perspective on the applicability of that factor
8 in this case where we have a participant-funded
9 model.

10 MR. COFFMAN: It appears to me that
11 they have, we didn't analyze it with any expert
12 testimony. You know, we have assumed that they
13 would be -- would be viable and have the economic --

14 CHAIRMAN HALL: Let me rephrase that.
15 What do you think the public policy purpose is of
16 that Tartan Factor?

17 MR. COFFMAN: Well, I believe it's
18 there to ensure that -- that you don't have a
19 project started by a company that doesn't have
20 sufficient financial backing and that the project
21 wouldn't be carried through or there would be
22 financial hiccups along the way.

23 CHAIRMAN HALL: So it's to essentially
24 avoid surrendered assets?

25 MR. COFFMAN: I think that's probably

1 right.

2 CHAIRMAN HALL: And so in a case like
3 this, where you have a participant-funded model,
4 shareholders are paying the full costs of the -- of
5 the project, ratepayers are not, unless the
6 particular utility that's serving those ratepayers
7 decides to participate. What is -- what is your
8 advice to this Commission on how it should look on
9 the feasibility as a Tartan Factor?

10 MR. COFFMAN: I think primarily just to
11 make sure that it has the financial wherewithal to
12 see the project through.

13 CHAIRMAN HALL: Okay. Thank you.

14 MR. COFFMAN: Thanks.

15 JUDGE BUSHMANN: Wal-Mart Stores.

16 MR. WOODSMALL: Good morning, and thank
17 you. David Woodsmall appearing on behalf of
18 Wal-Mart.

19 In its testimony, Wal-Mart takes a
20 position on only two of the five Tartan criteria.
21 Specifically Wal-Mart concludes that the Grain Belt
22 proposal meets both the public need and the public
23 interest criteria.

24 As Wal-Mart points out in Mr. Christ's
25 rebuttal testimony, the Grain Belt proposal provides

1 for three routes of transmission service.

2 First, Grain Belt will deliver 500
3 megawatts of renewable energy into the Ameren
4 service area. Second, Grain Belt will deliver 3500
5 megawatts of renewable energy from Kansas into the
6 PJM footprint. Third and finally, because it has
7 delivered 500 megawatts into Ameren, the Grain Belt
8 proposal will then be able to take 500 megawatts of
9 Ameren energy and deliver that for all systems sales
10 into PJM.

11 Because of these three various forms of
12 service, Grain Belt meets the public need and public
13 interest standards in several ways.

14 First, by delivering low cost renewable
15 energy into Missouri, Grain Belt will benefit
16 Missourians directly. Specifically, this renewable
17 energy will allow Missouri investor-owned
18 utilities, cooperatives, and municipalities to meet
19 statutorily imposed or self imposed renewable energy
20 standards.

21 In addition, because this is low cost
22 energy, it is likely to displace higher cost
23 generation in Missouri. Thus, because it displaces
24 high cost generation, Grain Belt should lead to
25 lower rates in Missouri.

1 Second, because it offloads 500
2 megawatts of renewable energy into the Ameren
3 service area, Grain Belt can then pick up 500
4 megawatts of Ameren generation for delivery into
5 PJM. Any time you increase a geographic scope for
6 Ameren's off-system sales, you will likely to
7 increase not only the amount of off-system sales,
8 but also the cost of these off-system sales. As
9 such, Grain Belt will lead to lower rates for Ameren
10 customers.

11 Finally, because it delivers 3500
12 megawatts of renewable energy from Kansas into PJM,
13 this should also help utilities in PJM meet their
14 renewable energy standards. This will have
15 spillover benefits for Missourians. It should lead
16 to environmental benefits, including cleaner air and
17 reduced carbon emissions.

18 In addition, any time you displace coal
19 generation or gas generation in PJM, the cost of
20 those fuels should decrease for Missouri customers.

21 In addition, this project should allow
22 certain companies to directly meet renewable
23 commitments, specifically companies like Wal-Mart
24 have signed onto certain renewable energy standards.
25 In some states throughout the nation, these

1 companies can independently contract with wind
2 producers and transmit that energy for their use.

3 Grain Belt will assist companies like
4 Wal-Mart to meet these self-imposed commitments to
5 renewable energy.

6 Given this, Wal-Mart believes that the
7 Grain Belt proposal meets the public need and public
8 interest criteria. As such, Wal-Mart urges you to
9 approve this project.

10 JUDGE BUSHMANN: Any questions?

11 COMMISSIONER RUPP: Help me understand,
12 because sometimes I get confused. You have 500
13 megawatts coming into Ameren system. MJMEUC is
14 purchasing a chunk of that.

15 MR. WOODSMALL: Correct.

16 COMMISSIONER RUPP: So how would Ameren
17 get to increase the amount of off-system sales if
18 MJMEUC is taking a portion of it?

19 MR. WOODSMALL: The delivery of this
20 energy from Kansas into the Ameren service area is
21 not just Ameren, it's MISO. It's 500 megawatts in
22 total. MJMEUC, I believe they said, is taking a
23 hundred megawatts. That leaves 400 megawatts for
24 other municipalities and co-ops and Ameren.

25 COMMISSIONER RUPP: There you go, you

1 answered it.

2 MR. WOODSMALL: There's an additional
3 amount.

4 COMMISSIONER RUPP: Okay. So it's not
5 500 for Ameren to sell off-system sales. If MJMEUC
6 takes a hundred, then Ameren has the opportunity for
7 400 for off-system sales.

8 MR. WOODSMALL: Ameren has the
9 opportunity to buy the additional amount, 400
10 megawatts, for delivery of the renewable energy from
11 Kansas into Ameren service area.

12 What it also does is it then frees up
13 500 megawatts going from Ameren service area further
14 east. So Ameren would be able to sell their
15 off-system sales, 500 megawatts, from Ameren into
16 PJM. So it's like a pipe. The entire pipe has a
17 capacity of 4,000 megawatts. You're taking --
18 you're starting off with 4,000, you're delivering
19 500, Ameren could then put 500 back in and deliver
20 it further east into PJM.

21 So it benefits Missouri by delivering
22 renewable energy here, it benefits Ameren by
23 allowing them to transmit their energy further east
24 and make off-system sales.

25 COMMISSIONER RUPP: Okay. So

1 regardless if the energy is being utilized by Ameren
2 or Ameren's customers, they can still have the
3 opportunity for 500 megawatts of off-system sales
4 just because 500 megawatts is diverted from the pipe
5 moving east.

6 MR. WOODSMALL: Correct.

7 COMMISSIONER RUPP: Okay. Thank you.

8 MR. WOODSMALL: You're welcome.

9 JUDGE BUSHMANN: Thank you. Missouri
10 Industrial Energy Consumers.

11 MR. MILLS: Good morning. Lewis Mills
12 on behalf of the Missouri Industrial Energy
13 Consumers of the MIEC.

14 The MIEC supports this project for the
15 very simple reason that it has the opportunity to
16 potentially lower costs for utility customers in
17 Missouri.

18 For a couple of reasons, and Mr.
19 Woodsmall and previous counsel have -- have
20 illustrated some of these, but partly because it
21 will put downward pressure on wholesale prices
22 within the MISO, which serves much of Missouri, but
23 also because it offers the opportunity for
24 customers, Ameren for example, in addition to
25 MJMEUC, to contract directly to take additional

1 capacity off the line.

2 And finally, as -- as Mr. Woodsmall
3 just spoke about with Commissioner Rupp, it offers
4 the opportunity for additional off-system sales for
5 customers that are interconnected into the MISO
6 footprint.

7 Again, we're particularly focused on
8 Ameren, and I would say that it's not simply limited
9 to the 500 megawatts because the capacity of the
10 line is 4,000 megawatts and that won't be taken up
11 at all times with wind power flowing east because
12 the intermittency of the wind power, so I think
13 there will be at times the opportunity for a greater
14 capacity of off-system sales to be injected into --
15 although it is, of course, limited to, I believe to
16 500 megawatts total, because of the capacity of the
17 converter station in Missouri. It won't be limited,
18 I believe, to only the amount that is not taken up
19 by the wind coming in.

20 And forgive me, I'm not an engineer,
21 although I did play one in this hearing room for
22 many, many years, but that's my understanding of how
23 that system works.

24 And finally, the Missouri Industrial
25 Energy Consumers support this project because, as

1 you've heard from other speakers, the risk of the
2 project is on the -- on the backers of the project
3 rather than on ratepayers directly.

4 To address, Mr. Chairman, your question
5 earlier, I think because of that, that certainly
6 diminishes the importance of the economic
7 feasibility as one of the criteria, in the target
8 criteria, if not eliminating it all together,
9 because you're not protecting the interest of
10 ratepayers by insuring the viability of the project
11 because the risk is taken by the investigators
12 rather than the ratepayers.

13 With that, I'd be happy to answer
14 questions.

15 CHAIRMAN HALL: I have a question.
16 What should we read into the fact that Ameren is not
17 in this case? Are they just neutral? Do you have
18 any idea at all?

19 MR. MILLS: I do not. I certainly have
20 no ability to speak for Ameren. I don't -- I would
21 be hard pressed if I were a commissioner to find
22 some nefarious reason to suspect that this project
23 is not a valuable project simply because Ameren is
24 not participating.

25 Ameren is an investor-owned utility, of

1 course makes it profit by investing its own money in
2 its own system, and so they may have some inherent
3 bias towards constructing their own projects rather
4 than Purchase Power Agreements. But having said
5 that, if someone were to put a 500 megawatt
6 converter station in their back yards with very,
7 very cheap wind power, I think it would be as MIEC
8 witnesses testifies, I think it would be very
9 difficult for Ameren to avoid taking a really hard
10 look as to whether they should participate in that
11 project.

12 CHAIRMAN HALL: Thank you. So back to
13 the off-system sales, and I don't remember from past
14 rate cases, is there a capacity at Ameren where
15 they're constantly looking for off-system sales, or
16 is it just the -- and if so, can you speak to -- can
17 you speak to that? Can you speak to, is that a real
18 issue of Ameren wanting just to have more
19 opportunities to sell off-system sales?

20 MR. MILLS: Again, I can't speak for
21 Ameren, but I can say that Ameren is now and has
22 been for many years off system capacity. When they
23 have the opportunity to make off-system sales, they
24 have capacity to do, so I think it's just sort of
25 supply and demand. Any additional opportunities

1 that allows them to make off-system sales are likely
2 to be beneficial because they have that extra
3 capacity.

4 COMMISSIONER RUPP: And then the
5 off-system sales run through the FAC?

6 MR. MILLS: Correct.

7 COMMISSIONER RUPP: And 95 percent gets
8 passed on --

9 MR. MILLS: To the ratepayers.

10 COMMISSIONER RUPP: -- to the
11 ratepayers. And I believe other people mentioned in
12 their opening that the increase of 4,000 megawatts
13 into, you know, into the PJM, by the fact that it's
14 lower cost wind is going to bring down energy costs
15 for those regions. So if that is the case, would
16 there be as big of an incentive or as much of an
17 opportunity for off-system sales if that same pipe
18 that there's increased capacity for Ameren is
19 lowering the cost of the overall off-system sales?

20 MR. MILLS: We may be getting a little
21 speculative here, but all else being equal, if the
22 overall marketplace price for wholesale power is
23 lower then the opportunities and the money coming to
24 Ameren from selling to that market would be lower.

25 JUDGE BUSHMANN: Thank you. Commission

1 Staff.

2 MR. THOMPSON: Kevin Thompson.

3 May it please the Commission. Kevin
4 Thompson for the Staff of the Commission.

5 I'm the tenth speaker this morning, and
6 my story is a little different than what you've been
7 listening to.

8 Staff does not oppose this project, but
9 Staff cannot recommend that the Commission approve
10 it and grant the requested certificate.

11 Staff recommends that the Commission
12 either reject the application or approve it with
13 conditions, and extensive conditions are set out and
14 discussed in the Staff's rebuttal report.

15 I can report, as Mr. Zobrist alluded to
16 earlier this morning, that Staff and the company
17 have entered into an agreement whereby the company
18 has accepted many of Staff's recommended conditions,
19 although not all. And we will go over that in
20 detail when Mr. Skelly testifies.

21 Why is Staff not recommending approval?
22 First of all, Staff does not think that the
23 Commission can lawfully grant a certificate until
24 the necessary county approvals have all been
25 obtained. At this point, Staff has not seen

1 evidence of any of those approvals.

2 We're aware that the approval that
3 we've heard was granted at one time by Caldwell
4 County has since been invalidated by the Circuit
5 Court, and we understand there is litigation
6 concerning an approval that we've heard was granted
7 by the Monroe County Commission, and that that's
8 being challenged with litigation. But again, Staff
9 hasn't seen evidence of any of these approvals.

10 Staff's belief that you need to see
11 those approvals before you can grant the Certificate
12 of Convenience and Necessity is founded on the
13 language of Section 393 170.1, the last sentence of
14 which says: Before such certificate shall be
15 issued, a certified copy of the Charter of such
16 corporation shall be filed in the office of the
17 Commission, together with a verified statement of
18 the president and secretary of the corporation
19 showing that it has received the required consent of
20 the proper municipal authorities.

21 We believe that the required county
22 ascents are encompassed by that sentence.

23 Secondly, with respect to the Tartan
24 Criteria, Staff believes there are questions as to
25 three of those. We don't doubt the expertise of the

1 Clean Line managerial staff and we don't doubt that
2 they have the money to pursue the project, but we
3 question the other three.

4 With respect to need, Staff is not
5 convinced that there is a need for this project.
6 And that will be discussed by Natelle Dietrich and
7 Dan Beck and several other Staff witnesses.

8 We're not convinced that the project is
9 economically feasible, and with respect -- in that
10 area, we are concerned with the lack of RTO studies
11 indicating just how -- excuse me -- just how this
12 project will interconnect with and interact with
13 MISO and with PGM, and that will be addressed by Mr.
14 Stahlman and Mr. Lange.

15 And we're not convinced that the
16 project promotes the public interest. And again,
17 Staff witnesses Dietrich, Beck, and Stahlman will
18 speak to that issue.

19 Thank you. Any questions?

20 CHAIRMAN HALL: I have a few.

21 MR. THOMPSON: Yes, sir.

22 CHAIRMAN HALL: What do you believe is
23 the public policy rationale for the economic
24 feasibility requirement under Tartan?

25 MR. THOMPSON: I think we have seen the

1 rationale for that repeatedly, particularly in the
2 area of small water and sewer companies, if I may
3 direct your attention there. Is the -- is the
4 proposed utility large enough to be economically
5 self sustaining.

6 CHAIRMAN HALL: Is that really an issue
7 here?

8 MR. THOMPSON: We have Staff witnesses
9 who are ready to discuss some questions that they
10 have as to the economic feasibility.

11 CHAIRMAN HALL: If this Commission were
12 to assume that the -- the applicant had the means to
13 finance all -- all necessary interconnection with
14 SPP, MISO and PGM, then is economic feasibility off
15 the table or is that a question for your witness?

16 MR. THOMPSON: I think that's a
17 question for my witness.

18 CHAIRMAN HALL: Then let me go to the
19 legal requirement. If there is no question, and
20 this is a hypothetical, if there is no question that
21 the -- that the applicant has the means to finance
22 the project, then does economic feasibility go off
23 the table?

24 MR. THOMPSON: Well, financing is a
25 separate condition, a separate one of the Tartan

1 criteria. One of them is financing, and another one
2 is economic feasibility.

3 I think economic feasibility looks to
4 the long term, looks to the future, is this project
5 viable over the long term, is the business plan
6 going to work, are the necessary revenues going to
7 be realized, are the costs and expenses going to be
8 in line with the projections that have been brought
9 to the Commission.

10 CHAIRMAN HALL: But if you have a
11 participant-funded model, why do we care about any
12 of that from a public policy perspective?

13 MR. THOMPSON: I think if the
14 Commission is satisfied that the participant-funded
15 model relieves the ratepayers of the State of
16 Missouri of any concern for having to shell out
17 money for this project in the future that they
18 didn't expect to, then I suppose the Commission
19 would find that that criterion has been satisfied.

20 CHAIRMAN HALL: Okay. Thank you.

21 MR. THOMPSON: Thank you, sir.

22 COMMISSIONER KENNEY: Good morning, Mr.
23 Thompson.

24 MR. THOMPSON: Good morning, sir.

25 COMMISSIONER KENNEY: Just a quick

1 question. What was Staff's position on the ATXI
2 transmission one, do you recall?

3 MR. THOMPSON: I know that Staff
4 believed again that the necessary county consents
5 were required before a certificate could be granted.

6 COMMISSIONER KENNEY: Well, my
7 question, did Staff support that transmission line?

8 MR. THOMPSON: Staff believed that the
9 necessary consents were not yet obtained.

10 COMMISSIONER KENNEY: Okay. Let me try
11 to reword my question.

12 MR. THOMPSON: If you're asking other
13 than that, was Staff in favor of it.

14 COMMISSIONER KENNEY: Yeah.

15 MR. THOMPSON: I believe that Staff
16 was, subject to check.

17 COMMISSIONER KENNEY: Did Staff believe
18 that we could grant it like we did with the
19 condition that they obtain those consents before
20 they could construct it?

21 MR. THOMPSON: Well, the legality of
22 what the Commission did in that case is not yet
23 certain, and I believe it was argued to the Court of
24 Appeals just a week or two ago.

25 COMMISSIONER KENNEY: Right, but that

1 wasn't my question to you. Does Staff support the
2 Commission's order to grant the CCN on the condition
3 that they obtain those county assents?

4 MR. THOMPSON: Staff would prefer that
5 you wait until they have obtained them.

6 COMMISSIONER KENNEY: That's not what I
7 asked you. I've got two kids that are attorneys, I
8 mean I'm not going to quit, so you can answer my
9 question, or someone needs to.

10 MR. THOMPSON: Nathan would like to
11 answer that question.

12 MR. WILLIAMS: I'm not sure that like
13 is quite the way to characterize it. Since I was
14 the lead attorney in the case, I can respond to the
15 query.

16 What Staff said in that case was it
17 believed that it was a legal requirement that county
18 consents were prerequisites to the Commission
19 granting a certificate. But if the Commission
20 disagreed, then the Commission should make it
21 contingent upon granting those county consents.

22 COMMISSIONER KENNEY: Which is what we
23 did, correct?

24 MR. WILLIAMS: Which is what you did.
25 And otherwise, as to the Tartan Criteria, the

1 Commission was supportive of the application.

2 COMMISSIONER KENNEY: Okay. So then --
3 but on this case, I heard other Staff attorneys say
4 something differently. I mean --

5 MR. WILLIAMS: With regard to?

6 COMMISSIONER KENNEY: Well, the county
7 assents. I took it differently. So Staff believes
8 that as long as we make that a condition, that they
9 would support that aspect of it?

10 MR. WILLIAMS: Staff is still of the
11 same view it was in the Mark Twain case, that county
12 assents are a prerequisite.

13 COMMISSIONER KENNEY: It's like talking
14 to my kids, I'm not going to get the answer I want.

15 MR. WILLIAMS: Well, you might, let me
16 finish. But if the Commission decides -- basically
17 Staff's position on that would be the same as in the
18 prior case. If you go ahead and grant the
19 certificate saying that you don't believe that it's
20 a prerequisite that county consents are necessary,
21 then Staff would want those assents as a condition
22 of that certificate, among other things.

23 COMMISSIONER KENNEY: Thank you.

24 COMMISSIONER RUPP: Mr. Thompson, since
25 you pinch hitted, you don't have to take these

1 questions, but I type things down when I hear things
2 that are interesting, and so did you say that Staff
3 was not opposing but cannot recommend approval? Did
4 I hear that correctly?

5 MR. THOMPSON: Yes, sir.

6 COMMISSIONER RUPP: Okay. Very good.
7 The Tartan Factors? Give me a history of the Tartan
8 Factors. Where do they come from? Why do we use
9 them? What are they for?

10 MR. WILLIAMS: You want me to take that
11 or do you want to?

12 MR. THOMPSON: In a case in the 1990s,
13 the Commission listed five conditions that it
14 believed it should consider when determining whether
15 or not to grant a Certificate of Convenience and
16 Necessity.

17 They had to do with the technical
18 ability of the applicant to do what it proposed to
19 do, to actually provide the service, to construct
20 the plant and operate the plant. It had to do with
21 whether the applicant had secured sufficient
22 financing to complete the project.

23 COMMISSIONER RUPP: Okay. So in order
24 for -- is it Staff's opinion that an entity needs to
25 hit all five?

1 MR. THOMPSON: That is Staff's opinion.

2 COMMISSIONER RUPP: Okay. So if
3 Staff's opinion is they should hit all five, and you
4 said that Staff is not convinced there's a need for
5 the project, you're not convinced the project is
6 economically feasible and you're not convinced the
7 project supports the public interest, you said
8 you're not convinced that they've hit three of the
9 five Tartan Factors, yet you're not opposing. Can
10 you please explain why?

11 MR. THOMPSON: Staff's position is that
12 with respect to the three factors that Staff has
13 concerns about, it's not that Staff believes the
14 evidence shows those are not met, it's rather that
15 Staff doesn't believe the evidence is sufficient to
16 show that they are met. Does that make sense? So
17 rather than saying --

18 COMMISSIONER RUPP: But back to your --

19 MR. THOMPSON: -- we know for a fact
20 this is a bad project, we should say no. What we're
21 saying is we're not convinced a hundred percent that
22 it's a good project.

23 COMMISSIONER RUPP: But that doesn't
24 make any sense to the factor that the Tartan -- the
25 five Tartan Factors are things that need to be met,

1 you were just telling me that they need to be met in
2 order to get approval, and you're telling me that
3 you're not convinced that three of them are met, how
4 does that not lead Staff to say we don't think this
5 project should move forward?

6 MR. THOMPSON: If Staff saw that those
7 criteria were all clearly met, Staff would say go
8 forward, grant the certificate. Where Staff
9 believes there's a question, Staff is unwilling to
10 say go forward. Staff believes that further
11 elucidation is necessary on three of the five
12 factors. That perhaps that elucidation will come in
13 the course of this hearing.

14 MR. WILLIAMS: Commissioner Rupp, there
15 was a case preceding the Tartan case, Intercon, and
16 what happened in that case was the Commission or the
17 hearing officer, someone went and did a survey of
18 prior Commission decisions, and it created buckets
19 and said we -- these are the areas that we looked at
20 in the past, and they characterize them as the
21 economic feasibility, the financial wherewithal, so
22 it's a Commission created -- the Tartan Factors are
23 Commission created as characterizing the things that
24 the Commission has looked at in the past and then
25 ought to contemplate going forward.

1 I mean, need is one, and the statutory
2 language is Certificate of Convenience and
3 Necessity, it's kind of, I mean you have need on
4 both sides of that. I'm not sure how much that --

5 COMMISSIONER RUPP: I was asking the
6 question just to kind of help me understand Staff's
7 inability to plant a flag. To me, sometimes when
8 you try to walk the middle line, you end up pissing
9 everybody off, and so I don't understand how you can
10 say no, no, no, but say well, if you had convinced
11 we would have, but therefore we're not. I just --

12 MR. WILLIAMS: I don't draw the line,
13 but I can tell you what Staff --

14 COMMISSIONER RUPP: I know that it's a
15 collective decision and you guy are the
16 representation of Staff and you're the attorneys
17 that are speaking on behalf of everyone, so I'm not
18 taking anything towards the legal representation,
19 but I just --

20 MR. WILLIAMS: Well, Staff counsel is
21 characterizing --

22 COMMISSIONER RUPP: But I want to -- I
23 can only take everything that the witnesses stand up
24 here and say at face value. And so when you present
25 me with a position that is in my mind confusing and

1 contradictory, it then makes me have to question
2 everything else that you are going to put forward in
3 front of me.

4 So I still am not clear how you can --
5 and I don't care what position you take, it's your
6 position for or against, if you would have been
7 arguing the opposite, I would be saying the same
8 thing, that if you can say that you have not met
9 three of the five factors of which you've stated we
10 needed to hit in our own minds to move forward, but
11 you cannot oppose.

12 I know I'm just editorializing, but
13 that's just what I do a lot. Thank you.

14 JUDGE BUSHMANN: Thank you, Mr.
15 Williams.

16 MR. WILLIAMS: Thank you.

17 JUDGE BUSHMANN: We've been going for a
18 couple of hours, why don't we take a short recess,
19 recess for about ten minutes.

20 (Short recess.)

21 JUDGE BUSHMANN: Let's go back on the
22 record, pick up where we left off for opening
23 statements. The next opening statement will be
24 Rockies Express Pipeline.

25 MS. GIBONEY: Good morning, gentlemen,

1 Judge.

2 My name is Sarah Giboney and I
3 represent Rockies Express Pipeline, LLC, also known
4 as REX.

5 REX is a FERC regulated interstate
6 natural gas pipeline that was originally constructed
7 in 2009. REX provides transportation in eight
8 states, Wyoming, Colorado, Kansas, Nebraska,
9 Missouri, Illinois, Indiana and Ohio.

10 REX provides long haul interstate
11 natural gas transportation services over its 1700
12 mile long pipeline. And that's a large diameter
13 steel high pressured natural gas pipeline. And
14 around 200 of those miles pass through Missouri,
15 through Buchanan, Clinton, Caldwell, Carroll,
16 Chariton, Randolph, Audrain, Ralls and Pike
17 Counties.

18 REX is a little reluctant to take --
19 REX has not taken a position in this case as to
20 whether or not the Commission should grant or
21 deny the Certificate that Grain Belt is requesting.

22 But one of the criteria the Commission
23 should additionally consider in determining whether
24 or not to grant certificates to utilities as Nathan
25 mentioned is whether the project is necessary or

1 convenient.

2 That issue is very important to REX
3 because part of that evaluation involves the safety
4 and adequacy of the proposed project, and in turn in
5 evaluating the safety and adequacy of the proposed
6 project, the Commission may and REX would argue that
7 it should consider whether the proposed project
8 would have any negative effects on existing
9 utilities.

10 In this case, Grain Belt is proposing
11 to locate its high voltage, direct current
12 transmission line along the route or alignment
13 through Missouri that would parallel REX's pipeline
14 and also cross it multiple times. This is of
15 concern to REX, because as Grain Belt's own witness
16 acknowledged in the prior case, high voltage direct
17 current transmission lines can, depending on their
18 mode of operation and depending on fault currents
19 and depending on proximity to a pipeline, could
20 jeopardize the safety of underground utilities,
21 especially metal pipelines.

22 REX's specific concerns include damage
23 to pipeline coatings, corrosion of the actual
24 pipeline itself, and risk of shock to its above
25 ground appurtenances.

1 And REX is not alone in this concern.
2 In Staff's rebuttal report in this case, Commission
3 Staff identifies some similar concerns.

4 So despite Grain Belt's acknowledgment
5 of these concerns in the last case, direct testimony
6 in schedules that were filed with the application in
7 this case did not reference any of these concerns
8 and only referenced REX cleared pipeline corridor as
9 an opportunity feature for Grain Belt Express.

10 Grain Belt noted the positives of
11 paralleling and crossing REX's pipeline, including
12 minimizing impacts of the HVDC line on natural and
13 human environments, and also allowing Grain Belt to
14 avoid unreasonable special design requirements.

15 But Grain Belt did not, however,
16 address or even acknowledge the concerns that HVDC
17 lines near and across the steel high pressured
18 natural gas pipeline might create.

19 Now, REX would note that in response to
20 discovery, and in later testimony filed by Grain
21 Belt, Grain Belt has identified that yes, studies
22 are necessary, and design or mitigation measures may
23 be necessary to protect underground facilities.

24 And in addition REX has gotten some
25 comfort from responses to data requests which

1 indicate that Grain Belt is definitely willing to
2 collaborate and cooperate with REX in addressing
3 these concerns.

4 Nevertheless, the safety and the
5 integrity of REX's pipeline are sufficiently
6 critical matters that in this proceeding REX will
7 urge the Commission to impose five reasonable common
8 sense conditions on any certificate that the
9 Commission might grant.

10 The first of the proposed conditions
11 really just involves notification. Grain Belt
12 Express must promptly notify REX when Grain Belt's
13 final route alignment and structure siting are
14 complete. And it must advise REX in advance of an
15 engineering commencement date, and that would be the
16 date on which Grain Belt expects more significant
17 engineering activities to take place.

18 The second condition would involve just
19 information, provide REX execute appropriate
20 confidentiality agreement, Grain Belt Express must
21 provide REX with the technical and operational
22 information that REX needs in order to evaluate how
23 this HVDC line might affect REX's pipeline.

24 The third involves collaboration.
25 Grain Belt Express must collaborate with REX to

1 study how the HVDC project might impact the safety
2 and integrity of the pipeline. And REX would note
3 that this is a little bit different of a condition
4 that Staff has recommended. I believe, I can be
5 corrected, that Staff's recommendation regarding
6 studies is that Grain Belt notify all the parties
7 once the studies are complete, and allow them 45
8 days to review those studies. But REX feels it's
9 very important that Grain Belt actually collaborate
10 with REP on those studies.

11 The fourth condition involves
12 mitigation. Grain Belt must pay the costs of
13 installing and operating the monitoring, testing and
14 mitigation equipment that REX's pipeline safety
15 engineers and other experts determine with
16 reasonable engineering judgment are necessary to
17 mitigate the impacts that the line might have on the
18 pipeline, and, of course, those would be, you know,
19 commercially reasonable mitigation measures.

20 The final condition that REX is asking
21 the Commission to impose on the Grain Belt relates
22 to responsibility. Grain Belt Express must agree to
23 accept responsibility for any direct damages to REP
24 that are proximately caused by the construction or
25 operation of the project, and that would include

1 damages arising from fault currents.

2 Thank you.

3 CHAIRMAN HALL: Good morning. How does
4 Rockies Express' position in this case compare to
5 the position it took the last time we were here? Is
6 it the same?

7 MS. GIBONEY: I think the position in
8 the last case also was we didn't, you know, oppose
9 or favor the granting, but we just wanted
10 conditions.

11 CHAIRMAN HALL: The same conditions?

12 MS. GIBONEY: No, they're different.
13 They're slightly different. I think in this case
14 the conditions relate more to agreeing that we'll
15 study the project and its impact together, but just
16 applying those as conditions. There were more
17 specific conditions in the last case that related
18 to, you know, how close the pipeline can be, or the
19 HVDC line can be, things like that.

20 CHAIRMAN HALL: Okay. Thank you.

21 MR. ZOBRIST: Chairman, just to
22 reiterate what she stated, we have agreed to those
23 five conditions that she articulated in her opening.

24 MS. GIBONEY: That's correct, they've
25 agreed, and we would like the Commission to impose

1 those as conditions so that REX has the mechanism
2 for enforcement and can come before this Commission,
3 which is the body that, you know, the expert on
4 utilities in order that we have that available to
5 us.

6 CHAIRMAN HALL: Thank you.

7 JUDGE BUSHMANN: Thank you.

8 MS. GIBONEY: Thank you.

9 JUDGE BUSHMANN: Show Me Concerned
10 Landowners.

11 MR. LINTON: David Linton, L-I-N-T-O-N.
12 Good morning. May it please the
13 Commission. My name is David Linton and I'm here on
14 behalf of Show Me Concerned Landowners.

15 Grain Belt Express Clean Line is a
16 merchant transmission development company, and it
17 wants to build a merchant transmission line across
18 the State of Missouri.

19 The Grain Belt Express Clean Line
20 project is approximately 780 miles, overhead,
21 multi-terminal, 600 kV HVDC transmission line, and
22 associated facilities that will collect over 4,000
23 megawatts of wind generated power in Western Kansas.
24 The project will deliver 500 megawatts into Missouri
25 and 3500 megawatts into Illinois, Indiana, and the

1 states further east.

2 And they want a Certificate of Public
3 Convenience and Necessity to enable them to
4 accomplish their efforts. As we consider this
5 request, as in most other things, it behooves us to
6 consider the context of history, so I want to take
7 you back to a little more than 20 years ago to this
8 very Commission, where a much younger Karl Zobrist
9 and a much younger Duncan Kincheloe sat on this very
10 Commission. Mr. Zobrist was the Chairman.

11 Union Electric Company had just entered
12 a merger agreement with Central Illinois Public
13 Service Company and wanted to consummate that
14 merger. It came to this Commission for approval as
15 is appropriate.

16 The case was EM-96149, and I recommend
17 the reading of that case to all of you. It's very
18 enlightening. But the parties to that case wanted
19 to streamline the process and they came up with a
20 stipulation and agreement which all of the parties
21 either didn't oppose or they signed on to.

22 Yet, the Commission had one issue, one
23 remaining issue, market power. The Commission
24 requested additional testimony regarding the
25 potential harm to the public interest from an

1 increase in Ameren's market power by the merger of
2 Union Electric and CIPS.

3 After weighing the evidence, the
4 Commission found that there were sufficient facts in
5 evidence for it to be concerned that there were
6 horizontal market power concerns. As a result, the
7 Commission directed UE as a condition of its merger
8 to make an ISO proposal to the FERC. And this ISO
9 proposal would have to include the elimination of
10 pancaked rates through their transmission system and
11 be consistent with FERC Order 888.

12 Chairman Zobrist went on in a
13 concurring opinion and stated quite inspirationally,
14 which is not a small feat in this industry. He
15 stated this: Finally, I believe that the Commission
16 wisely approved this merger upon condition that
17 Union Electric Company and its holding company,
18 Ameren, join an independent system operator. The
19 concept of an ISO which offers non-discriminatory
20 access to integrated transmission system over a
21 broad region is the last best hope for those who
22 wish to avoid mitigating market power at the local
23 level through the divestiture of generation assets.

24 Many knowledgeable individuals have
25 expressed the belief that an ISO cannot function as

1 a truly independent operator because the
2 transmission owners will refuse to grant the
3 necessary authority to the ISO governors.

4 While such skepticism may be justified,
5 I believe that governing principles can be developed
6 which grant sufficient powers to the trustees of the
7 transmission system to make the ISO truly
8 independent. And he made reference here to a
9 Declaration of Independence signed by 18 state
10 Commissioners, dated October 22nd, 1996.

11 This Declaration, he says, which
12 follows my opinion expresses the belief that an ISO
13 can function properly only if its independence is
14 guaranteed. While the owners of the transmission
15 system are entitled to retain a voice in the
16 operation, maintenance, and planning of the system,
17 they must absolutely relinquish any ability to
18 control or unduly influence the ISO, otherwise they
19 have proven the case that the divestiture is the
20 only solution.

21 The concurring opinion then attaches
22 the Declaration of Independence, and this
23 Declaration Of independence indeed was signed by 18
24 Commissioners, and part of that Declaration of
25 Independence says this: Each ISO should have a

1 mandate to manage and expand the portion of the
2 nation's grid under its control so as to ensure
3 reliability while minimizing costs. All of these
4 decisions should be made by the ISO subject to
5 regulatory oversight. The transmission system
6 should be operated and expanded so as to encourage
7 rather than limit competitive challenges among
8 suppliers. That Declaration, as I said, was signed
9 by 18 Commissioners, State Commissioners, including
10 Duncan Kincheloe and Karl Zobrist.

11 Almost exactly 20 years have passed
12 since the date of that Commission order and the
13 concurring opinion, Ameren has joined MISO, although
14 it was through a convoluted path of joining MISO,
15 leaving MISO, joining the Alliance RTO, FERC, a
16 dismantling Alliance RTO, and then finally Ameren
17 joining MISO. Subsequently, KCP&L and its empire
18 jointed SPP. Finally, Aquila made an attempt to
19 join MISO, only to have this Commission deny that
20 request. Finally, Aquila, now KCP&L GMO, did join
21 SPP.

22 During the entire course of the last 20
23 years, there has been one abiding principle that has
24 driven regulation of the development of the
25 transmission system from this Commission, and that

1 joined a Regulated Transmission System, an RTO or an
2 ISO.

3 As we come to consider Grain Belt
4 Express's requests, let's keep this history in mind.
5 The industry, while not divested, while not
6 restructured entirely, has been reconfigured
7 significantly to achieve a goal of one unified and
8 non-discriminatory transmission administration.

9 But into that context comes a merchant.
10 A merchant, lest we forget, is defined as one whose
11 occupation is the wholesale purchase and retail sale
12 of goods for profit. But a merchant has to have
13 something to sell. It must go out and procure a
14 product or provide a service.

15 Grain Belt found a service, a new
16 competing transmission line. But this new service
17 is a solution looking for a need. A solution
18 looking for a problem.

19 While Grain Belt Express was unable to
20 persuade this Commission two years ago that there
21 was a need for the problem -- or a problem for the
22 solution, excuse me, it had to find a need or a
23 solution -- it had to find a need for its solution
24 to solve, and it found one, MJMEUC. In the words of
25 John Grotzinger, this was a deal too good to be

1 true.

2 For my 40 years of experience in the
3 electric industry, I know that many opportunities
4 only occur once. Parties that can take -- parties
5 that can take advantage of those rare cost saving
6 opportunities can save significant amounts of money
7 for their customers over long periods. I believe
8 that the Grain Belt project offers such an
9 opportunity.

10 In the words of Mr. Lawlor, these were
11 extraordinary economic benefits. Extraordinary.
12 Grain Belt Express has created a need that is too
13 good to be true. But as we all know, the old adage
14 about when something sounds too good to be true, it
15 probably is.

16 You will hear testimony about good
17 prices MJMEUC will get and how others may take
18 advantage of that transmission. You will hear
19 testimony that there are many customers that want
20 this service. But where are they? MJMEUC is here.

21 You will also hear about the jobs Grain
22 Belt Express will bring to the state and the tax
23 revenues that the state can anticipate with Grain
24 Belt Express as an excellent tax collecting company.

25 But at what cost? Show Me has five

1 witnesses. You will hear from Ron Calzone, who will
2 describe the paramount importance that the people of
3 the State of Missouri place on property rights. You
4 will hear from Glenn Justis and his assessment about
5 the questionable economics of this project.

6 Sure, this may be a good project for
7 MJMEUC, but it puts Grain Belt Express in a
8 difficult situation of selling the remaining of this
9 service.

10 You will hear from a Charles Kruse and
11 John Turner about the impact that this project will
12 have on economic -- or agriculture economic
13 development.

14 One significant insight they provide is
15 that the economic development impacts that Grain
16 Belt Express has done excludes the opportunity
17 costs. What impact will this project have on the
18 farmers and their ability to develop their land and
19 bring in economic development? They will discuss
20 that.

21 Yes, there will be economic development
22 benefits for the state in additional jobs for three
23 years, but after that, the jobs go away, and the
24 line will still be there for what Grain Belt Express
25 hopes is an indefinite period of time. What kind of

1 economic development improvements will the line's
2 presence prevent?

3 Grain Belt Express characterizes this
4 as part of a highway system and analogizes it to a
5 part of a highway system. Well, we have a highway
6 system. It is called the RTO's administration of
7 the transmission system.

8 In reality what this is is a very,
9 very, very long driveway. Grain Belt Express does
10 not want the driveway to run from the windmills to
11 the transmission system where they're located. It
12 wants to take the windmills and run a driveway
13 across three states to get to a new place.

14 Commissioners, Missouri has set a path
15 of committing the planning, expansion, and operation
16 of its transmission system to an Independent System
17 Operator, to discourage the special deals to achieve
18 opportunities that are not provided to all wholesale
19 electric suppliers.

20 Grain Belt Express is attempting to do
21 an in-ground run around the paradigm that this
22 Commission created about 20 years ago. It is doing
23 so by creating a deal that is too good to pass up
24 with one particular entity in the state.

25 Show Me requests that this Commission

1 not buy this particular and questionable deal.

2 Thank you.

3 CHAIRMAN HALL: Good morning.

4 MR LINTON: Good morning.

5 CHAIRMAN HALL: Can you or can one of
6 your witnesses compare the compensation package that
7 Clean Line is proposing for landowners with that
8 required by Missouri law?

9 MR. LINTON: No.

10 CHAIRMAN HALL: Neither you nor a
11 witness --

12 MR. LINTON: No.

13 CHAIRMAN HALL: -- will be able to make
14 that comparison?

15 MR. LINTON: No.

16 CHAIRMAN HALL: Okay. Thank you.

17 COMMISSIONER RUPP: Were you intending
18 to imply, this is what I took from your comments,
19 that the deal that was offered to MJMEUC was only
20 offered at such a low rate just to secure a customer
21 to help with this case moving forward?

22 MR. LINTON: I think the question needs
23 to be asked.

24 COMMISSIONER RUPP: Okay. Will you or
25 any of your witnesses provide any evidence that

1 would support that?

2 MR. LINTON: Mr. Justis.

3 COMMISSIONER RUPP: Okay. And are you
4 stating with that line of thought that no other
5 entity in the state will be able to take advantage
6 of the rate that is offered to MJMEUC for the
7 remaining sale of the rest of the --

8 MR. LINTON: The evidence seems to
9 suggest that, in that this is a first mover rate,
10 and so the fact that it's a first mover rate means
11 that it's a beneficial rate for those who move
12 first. The question is how much is that discount
13 and to what extent was it moved.

14 COMMISSIONER RUPP: It is your belief
15 that private entities should not offer a first mover
16 rate to new customers?

17 MR. LINTON: If this were a purely free
18 market and there weren't a regulatory construct
19 involved, no problem at all. The question becomes
20 when you're presenting the case to a regulatory
21 agency that is supposed to be determining just and
22 reasonable and non-discriminatory rates, you have to
23 ask the question.

24 COMMISSIONER RUPP: Okay. Thank you.

25 JUDGE BUSHMANN: Thank you. Missouri

1 Landowners Alliance.

2 MR. AGATHEN: Paul Agathen representing
3 the Missouri Landowners Alliance, as well as four
4 other individual intervenors which I mentioned
5 earlier on.

6 Good morning. May it please the
7 Commission. Mr. Chairman. Judge Bushmann.

8 Two years ago, as you well know, this
9 Commission denied the Certificate of Convenience and
10 Necessity to Grain Belt citing a number of different
11 grounds. One of them certainly was that there was
12 no evidence in the record to support any showing
13 that this line was going to be used by any utility
14 in Missouri to sell power to residents in Missouri.
15 That was basically the finding of the Commission I
16 think which led to its conclusion that there was a
17 lack of any showing of need for the land at that
18 point.

19 Grain Belt obviously recognized that
20 deficiency, and has put in a lot of time and effort
21 in trying to rectify it. Over the last two years or
22 year and a half or so, they've made sales pitches to
23 a number of different utilities in Missouri trying
24 to get a customer to sign up.

25 I think the evidence shows that they've

1 probably given up on the three utilities on the
2 western side of the state because they already have
3 plenty of renewable energy and they aren't in the
4 market for it. But they did go after Ameren,
5 actually flew someone into St. Louis to talk to the
6 head guy at Ameren, to try and presumably sign them
7 up to buy capacity on their line.

8 And the evidence at this point at least
9 shows that they have not been successful in
10 convincing Ameren to do anything. At least they're
11 not here in support of the line.

12 They also made pitches, a sales pitch
13 to Consolidated Electric Co-Op, made presentations
14 to them. They even put in, as the evidence will
15 show, some sort of bid to Consolidated and didn't
16 make the short list with them.

17 They made several overtures to MJMEUC
18 early on, which were unsuccessful. MJMEUC turned
19 them down. Then they went knocking on the doors of
20 different individual municipal systems, such as the
21 City of Hannibal, and at least to the best of our
22 knowledge signed no contracts with them for the
23 purchase of capacity either.

24 So ultimately, what they did was reduce
25 the rate that was being offered to MJMEUC to the

1 level which MJMEUC -- and it makes good sense --
2 simply couldn't refuse to say no. So they signed
3 the Transmission Service Agreement with MJMEUC,
4 however, as the evidence will show, that contract
5 with MJMEUC is really not a game changer here.

6 I say that because if you look at the
7 evidence presented, the testimony presented by Grain
8 Belt, you come to think that MJMEUC had agreed to
9 take 200 megawatts, or up to 200 megawatts of
10 capacity at least already, and if I were in your
11 shoes listening to opening statements, I'd be
12 convinced that MJMEUC had agreed with Grain Belt to
13 buy up to 200 megawatts of capacity.

14 Well, they have not agreed to buy
15 anything. What the contract says is that they've
16 expressed an interest in buying capacity from Grain
17 Belt of up to 200 megawatts.

18 However, that contract says that at any
19 point for the next four and a half years or so, up
20 to 60 days perhaps before the line is energized,
21 MJMEUC has the right to in effect cancel that
22 contract and say no, we're going to take zero
23 capacity.

24 So when you hear that MJMEUC has agreed
25 to take up to 200 megawatts of capacity is equally

1 as true that they've agreed to take zero megawatts
2 of capacity. And the problem is you're not going to
3 know as Commissioners until years after a decision
4 is issued in this case whether or not MJMEUC is
5 going to take any capacity whatsoever.

6 So we could be back in the same
7 position. In fact, we are, I would say, back in the
8 same position as you all were in in the last case.
9 You didn't know then whether any utility was going
10 to buy capacity on Grain Belt line. Grain Belt
11 asked you to assume that some utility would buy
12 capacity on their line and the same thing applies
13 today.

14 Grain Belt is asking you to assume that
15 four and a half years from now, MJMEUC is in fact
16 going to buy capacity on the line. So basically
17 we're in the same position we were two years ago.

18 Let's suppose, however, hypothetically,
19 that you or some of you think that, yeah, maybe
20 MJMEUC just might buy some capacity on the Grain
21 Belt line. We think that there's at least a chance,
22 given their interest in doing so, that they might
23 buy capacity.

24 If you do believe that, then deciding
25 that issue of need and public interest I believe

1 requires a balancing with the modest benefits of
2 that assumed purchase by MJMEUC against all of the
3 damages which Grain Belt is going to cause if you
4 allow them to build a 200 mile swath through
5 Missouri with a transmission line and steel towers.
6 As they are disrupting the landscape, they're going
7 to be totally disrupting people's lives as well.

8 But if you get to the point of
9 balancing the pluses and minuses of the line, how do
10 you even compare a few dollar saved on an electric
11 bill to the damages which are going to be ongoing to
12 so many people in the State of Missouri. Some of
13 those damages are just monetary. Just monetary.
14 They're monetary in nature.

15 Landowners who are not on the right of
16 way but are adjacent to the right-of-way, are going
17 to have their property decreased in value. There's
18 no doubt I don't think that that's the case based on
19 the evidence. However, those property owners will
20 receive no compensation whatsoever unless they're on
21 the right-of-way. Farmers are going to experience
22 losses in efficiency and crop productivity.

23 But perhaps the more devastating losses
24 would be those which you really can't measure in
25 terms of dollars and cents, and to just give you a

1 few real life examples, it's the inability of people
2 to build a new home on a site they had dreamed of
3 building on which is now going to be draped by a
4 giant transmission line.

5 It's the man living on a fixed income
6 who's concerned that he's not going to be able to
7 keep up with his wife's medical bills who is on MS,
8 he's considered trying to invest in a small
9 agricultural business, but now says, in his words,
10 that that plan is down the tubes.

11 It's the Amish communities and the
12 schools which are going to be quite close to the new
13 transmission line for which they have absolutely no
14 use.

15 Tragically, it's the two-time cancer
16 survivor whose oncologist tells her that if this
17 line is built she's going to have to relocate.

18 If I could approach, your Honor, I
19 would like to distribute copies of exhibit which is
20 part of the record already, which is included in the
21 testimony of Mr. Nordstrom.

22 What this represents is a picture, a
23 drawing actually, which was presented in the last
24 case and shows the line in relationship to the
25 Reichert's bed and breakfast business, which as you

1 recall was mentioned in the Commission's order.

2 Now the line has been moved a little
3 bit, but it still gives you a graphic presentation
4 of the magnitude of the project that Grain Belt is
5 trying to build relative to the buildings that are
6 still going to be there.

7 This picture represents what everyone
8 in the area will be looking at day in and day out.
9 This is what will be 400 foot -- 400 feet from
10 someone's back door. It will be 400 feet from
11 someone else's front door. It will be about 30
12 yards from someone's parents' home, and it's going
13 to cross right through the middle of somebody's
14 backyard.

15 Grain Belt expert says well, don't
16 worry about it, these people will get used to seeing
17 this thing day in and day out. It won't affect them
18 and it won't affect the value of their property.

19 Well, I think common sense will tell
20 you that, in fact, this will affect the value of
21 people's property in the area. Any assumed benefits
22 from this line are simply not worth the human toll
23 that it's going to take on a daily basis year in and
24 year out for the people that live in this area.

25 But if you're still not convinced, I

1 would suggest you have one final question that you
2 have to address with respect to this issue. It's
3 obvious from the evidence that Grain Belt is seeking
4 to buy its way into Missouri by offering
5 discriminatory, drastically discounted, below-cost
6 rate to a single customer. They need the Missouri
7 stepping stone to get them to the more lucrative
8 markets in the east. I would submit that under the
9 fifth criteria of the Tartan case, that in fact is
10 not in the public interest of Missouri.

11 In closing, I respectfully submit that
12 what the Commission said in the last case is still
13 true today. The evidence shows that any actual
14 benefits to the general public from the project are
15 outweighed by the burdens on the affected
16 landowners.

17 Thank you very much.

18 JUDGE BUSHMANN: Thank you. Missouri
19 Farm Bureau is our last opening statement.

20 MR. HADEN: I don't know if I gave you
21 my address on the record earlier. 827 East
22 Broadway, Columbia, Missouri.

23 I know we're up against lunch here. I
24 feel like when I was a kid and I was sitting there
25 listening to Baptist preachers when I grew up,

1 waiting for them to get done, so we could get to
2 lunch, I'll be quick here. I don't want to hold
3 anybody back.

4 Two points very briefly because I think
5 allied groups here have hit a lot of the broad
6 points of Farm Bureau's position as well in their
7 opening.

8 The Farm Bureau very specifically, and
9 it's set out in our position statement, believes
10 that the decision has been addressed earlier about
11 what are the boundaries or how should 229.100 be
12 imposed on Grain Belt Express.

13 We believe that the county ascents are
14 necessary and should be granted, or that Grain Belt
15 should have to go and get those before they move
16 ahead with approval with a Certificate from this
17 Commission.

18 I understand that that -- the actual
19 legality of that question is even currently being
20 litigated. But in terms of just the efficiency
21 aspect of it, if that's a but-for, bare minimum
22 condition, for those -- for that company to be able
23 to move ahead with its plan, I'm not sure why the
24 Commission would want to issue a Certificate
25 without -- when that's a political uncertainty as to

1 whether they will ever receive that permission.

2 Now, I understand the counter argument
3 to that may be well, let's just make it a condition
4 and let them move forward, but I think really for
5 the same of the project, if that is a but-for
6 condition that is going to have to be fulfilled by
7 these county commissioners to authorize the project
8 going forwards, then certainly the practical matter,
9 it would make sense to put that in as a requirement,
10 but I also think that's a sound reading of the
11 statute, and that we may get more clarity about that
12 by the courts soon. That is certainly Farm Bureau's
13 position.

14 Of course, as to the Commissions other
15 question about whether or not there will be or is
16 sufficient evidence to find that the project is
17 necessary and convenient under 339.170, under that
18 statute, Farm Bureau's position is that there is not
19 now and will not be sufficient evidence to establish
20 that this project is necessary or convenient.

21 I think we've already even heard this
22 morning, for example, Ameren would have excess power
23 to sell out. That's been shown as a selling point
24 but, of course, begs the question of necessity if
25 Ameren has got excess capacity to send out the door.

1 As far as convenience, obviously that
2 is a broad term, and it's one the Commission in its
3 own discretion has to determine what is convenient,
4 what makes sense in terms of convenience, but the
5 landowners and farmers and ranchers in Missouri that
6 are represented by Farm Bureau would say that
7 putting up with one of these projects where you're
8 forced to sell your property as a captive seller is
9 anything but convenient.

10 And where you have a lack of necessity
11 and certainly a lack of convenience, at least as it
12 applies there, and really convenience as it applies
13 state-wide, we've still heard a relatively limited
14 number, even with MJMEUC involved, a relatively
15 limited number of consumers being served by this
16 project within the state, it doesn't meet those
17 statutory requirements.

18 I do want to speak to a couple of
19 questions that I've heard from the Commission as
20 I've sat this morning. The first is we've talked
21 about, we've had questions about the impact of
22 economic feasibility within this project, and
23 whether or not that concern should be as big where
24 you have an investor-financed project as opposed to
25 a publicly or ratepayer-funded project.

1 While I understand that question, it
2 would be easy to say well, as it applies to
3 taxpayers or ratepayers, we don't really worry about
4 it as much with an investor driven project because
5 if they lose money, that's their problem.

6 If you're a landowner, that's not the
7 answer. Because as a landowner if you have a
8 project that comes in, begins construction and
9 fails, you actually have the worst of all worlds.
10 You're living with a hard asset on your property
11 that you have -- it's in your view scape, that you
12 can't remove, and you may not even own the dirt
13 under it any more depending on how the easement is
14 interpreted. And at the same time you've got -- you
15 haven't gotten any of the benefits, even the sort of
16 attenuated benefits you might give -- you might get,
17 I should say, as a recipient of that power out in
18 the pool.

19 Now, I know there's -- there's
20 remediation plans in place here, but certainly that
21 sort of thing could happen even before, those are
22 fully funded, and it certainly wouldn't be the first
23 time that landowners are left with projects in the
24 wake of an imminent domain use that then goes awry
25 and they're left with the consequence of that.

1 So in terms of economic feasibility as
2 it applies to landowner rights, it's not just a
3 question of let's not worry about that the way we do
4 for ratepayers because this is a private company and
5 if they fail, that's their problem. For the
6 landowner, it's their problem too.

7 I also want to say that I heard a
8 question, Mr. Chairman, earlier about the package of
9 what's being offered here versus what's required
10 under state law, and state law just generally is
11 going to require a, you know, if you've litigated
12 these questions, it would be fair market value
13 litigated in open court. These packages, as
14 offered, may be more or may be less than that, but
15 that's, you know, that's the reason you litigate is
16 to try to find that fact.

17 I think the point for these landowners
18 though is that they would say it's not for sale at
19 any price. So in terms of what is it worth in terms
20 of a fair market value, fiduciary value that you
21 might establish and fight about in court, whether
22 that's a fair number or not, if it doesn't mean
23 these other statutory requirements, they're there so
24 that eminent domain is not abused and not hoisted
25 on the public without a good reason, then I don't

1 know that it matters.

2 That would be all I have. I would be
3 happy to take questions.

4 JUDGE BUSHMANN: Thank you.

5 MR. HADEN: Thank you.

6 JUDGE BUSHMANN: Let's go ahead and
7 start our first witness with the understanding we
8 may not finish.

9 MR. ZOBRIST: Thank you, Judge. Grain
10 Belt Express would call Michael Skelly.

11 MICHAEL SKELLY,
12 having been called as a witness, was sworn
13 upon his oath, and testified as follows:

14 DIRECT EXAMINATION

15 QUESTIONS BY MR. ZOBRIST:

16 Q. Please state your name.

17 A. Michael Skelly.

18 Q. By whom are you employed?

19 A. Clean Line Energy.

20 Q. And what's your position there, sir?

21 A. I'm the President and CEO.

22 Q. And did you prepare direct testimony in
23 this case, which has been marked as Exhibit 100?

24 (Wherein, Exhibit 100 was introduced.)

25 THE WITNESS: I did.

1 Q. (By Mr. Zobrist) do you have any
2 corrections to your direct testimony?

3 A. I do not.

4 Q. If I were to ask you these questions,
5 would your answers be as set forth in Exhibit 100?

6 A. They would.

7 MR. ZOBRIST: Judge, I would move the
8 admission of Exhibit 100?

9 JUDGE BUSHMANN: Any objections to its
10 receipt?

11 MR. AGATHEN: I do, your Honor, my
12 objections --

13 JUDGE BUSHMANN: Can you talk into your
14 microphone, Mr. Agathen?

15 MR. AGATHEN: Absolutely. Paul
16 Agathen. My objections are set forth in Exhibit
17 380, and rather than read them into the record, I
18 would just offer 380 into evidence.

19 (Wherein, Exhibit 380 was introduced.)

20 JUDGE BUSHMANN: I believe that those
21 objections were denied in the Commission's ruling on
22 the Motion to Strike. As I understand it, only Mr.
23 Lawlor is the subject of new objections raised by
24 Mr. Agathen.

25 MR. AGATHEN: That's correct.

1 JUDGE BUSHMANN: Okay. Then I'm going
2 to overrule the objection, and as far as 380 being
3 an exhibit, I think it needs to be included along
4 with the transcript of the record so that there is a
5 full record of what it contains, so I'll include
6 that in the record as well.

7 MR. AGATHEN: Thank you, Judge.

8 MR. ZOBRIST: I'll tender the witness
9 for cross examination, Judge.

10 JUDGE BUSHMANN: All right. First
11 cross would be MJMEUC.

12 MR. HEALY: No questions, your Honor.

13 JUDGE BUSHMANN: Wind on the Wires?

14 MR. BRADY: No questions, your Honor.

15 JUDGE BUSHMANN: Infinity Wind Power?

16 MS. PEMBERTON: No questions.

17 JUDGE BUSHMANN: Renew Missouri?

18 MR. LINHARES: No questions. Thank
19 you.

20 JUDGE BUSHMANN: Economic Development?

21 MR. BEAR: Three questions, your Honor.

22 JUDGE BUSHMANN: Please come forward to
23 a microphone please.

24 MR. BEAR: Brian Bear on behalf of the
25 Missouri Department of Economic Development.

1 CROSS EXAMINATION

2 QUESTIONS BY MR. BEAR:

3 Q. Sir, you mentioned on page six of your
4 written testimony in your direct that Grain Belt is
5 intending to utilize certain Missouri companies,
6 ABB, Hubbell Power, and General Cable, in connection
7 with the construction of this proposed line, is that
8 correct?

9 A. Correct.

10 Q. Can you explain the nature of the
11 contractual relationship as it sets today with these
12 entities, is there a signed contract? Is there a
13 Notice of Intent? How formalized is the agreement
14 with these companies?

15 A. Yes. There's not a signed contract yet
16 because there's many -- for example with Hubbell,
17 there's many components that they'll make. A number
18 of components will depend on the final line design,
19 the value of those components is driven by energy
20 prices, global commodities, et cetera, so there's
21 not a signed detailed contract on that.

22 Q. Despite there not being a signed
23 contract with these entities, is it the position of
24 Grain Belt that these entities will in fact be used
25 should this go forward?

1 A. Yes.

2 Q. And you are stating that under oath to
3 the Commission today on the record, correct?

4 A. Yes.

5 Q. Thank you.

6 JUDGE BUSHMANN: Consumers Council?

7 (No response.)

8 JUDGE BUSHMANN: Wal-Mart?

9 (No response.)

10 JUDGE BUSHMANN: MIEC.

11 MR. MILLS: No questions.

12 JUDGE BUSHMANN: Commission Staff?

13 MR. THOMPSON: Thank you, Judge.

14 CROSS EXAMINATION

15 QUESTION BY MR. THOMPSON:

16 Q. Good morning, Mr. Skelly.

17 A. Good morning.

18 Q. It's my understanding that you have
19 received the necessary Certificate from Illinois?

20 A. Yes.

21 Q. Is there any litigation ongoing with
22 respect to that certificate?

23 A. Yes.

24 Q. And what is the nature of that
25 litigation?

1 A. It's a challenge by a landowner group
2 with respect to the Commission's decision.

3 Q. So if you know, if that challenge were
4 successful, would that Certificate granted by
5 Illinois be withdrawn or otherwise become
6 unavailable?

7 A. I don't know all the details of the
8 litigation. It's a fairly -- all these litigations
9 are quite voluminous, so on and so on, so I don't
10 know all the implications of what different courts
11 might decide.

12 Q. Okay. Now you are also in Kansas, is
13 that correct?

14 A. Correct.

15 Q. Do you have the necessary Certificate
16 in Kansas?

17 A. Yes.

18 Q. And is there any litigation ongoing
19 with respect to that Certificate?

20 A. Not that I'm aware of.

21 Q. And you're also in, I believe, Indiana?

22 A. Correct.

23 Q. And do you have that Certificate?

24 A. Yes.

25 Q. And is there any litigation ongoing

1 with respect to that Certificate?

2 A. Not that I'm aware of.

3 Q. Do you extend further east than
4 Indiana?

5 A. No.

6 Q. Okay. I understand there are other
7 projects besides the Grain Belt Express that Clean
8 Line is involved in, is that correct?

9 A. Yes.

10 Q. And I believe there's like, what, five,
11 six of them?

12 A. Four.

13 Q. Four of them, okay. And are any of
14 them complete and in operation as of today?

15 A. So, we started our company in 2009.
16 It's no secret that it takes many years to develop a
17 transmission line and so they're all in the
18 development process.

19 Q. Okay. Are any of them impeded by
20 ongoing litigation at this -- as of today?

21 A. What do you mean by the word impeded?

22 Q. Well, do you have -- do you have
23 litigation regarding certificates or right-of-ways
24 that are ongoing with respect to any of those other
25 projects?

1 A. Yes. So whenever you build a big
2 project in this country, or really do anything of a
3 consequence, you end up with litigation as part of
4 what you work through, so yes.

5 Q. Now, as I understand it, you're going
6 to pass through eight different counties here in
7 Missouri, is that correct?

8 A. Yes.

9 Q. Now with respect -- is Buchanan County
10 one of those counties?

11 A. I'm not familiar with all the details
12 of all the county agreements.

13 Q. Okay. Who would be?

14 A. Mark Lawlor, who is an additional
15 witness, would be. I'm pretty sure Cary Kottler
16 could also answer that question.

17 Q. Would you agree with me that evidence
18 of county consents from any of those Missouri
19 counties are not included in your application
20 materials?

21 A. Again, there's a lot of details in each
22 of these different agreements, they're in various
23 status. As I understand it, the issue of county
24 agreements is being litigated in the courts here in
25 Missouri, but I'm not a lawyer, so I can't comment

1 on how that litigation will or will not unfold.

2 Q. Okay. How about agreements with the
3 Staff concerning certain conditions, are you aware
4 that Staff and your company have reached agreement
5 with respect to certain conditions?

6 A. I am.

7 MR. THOMPSON: May I approach, your
8 Honor?

9 JUDGE BUSHMANN: You may.

10 THE WITNESS: I think I have it.

11 Q. (By Mr. Thompson) Okay. Very good.
12 I'm handing you -- I apologize, I don't have copies
13 for the Commissioners, but I'll provide those after
14 lunch.

15 I'm showing you what's been marked as
16 Staff Exhibit 206. Do you recognize that document?

17 (Wherein, Exhibit 206 was introduced.)

18 THE WITNESS: Maybe I don't have that.

19 Q. (By Mr. Thompson) Well, let me show
20 you the copy I have. There you go.

21 A. I have a 2016.

22 Q. Take a look at that.

23 A. Oh, yeah, I have it as 2016, not 206.

24 Q. It's the same document you have?

25 A. Yes, I think so.

1 Q. And what is that document, to your
2 knowledge?

3 A. Well, it's a statement that says Staff
4 and Grain Belt have agreed to the following
5 conditions, and those conditions presumably would,
6 as I understand it, would form part of an order in
7 the event the line were approved.

8 Q. And those conditions, would you agree
9 with me, respond to various sections of Staff's
10 rebuttal report?

11 A. I think so, yes.

12 Q. And in fact, the specific pages are
13 indicated in the conditions, isn't that correct?

14 A. Yes.

15 Q. Or in the document.

16 A. That's my read of the document, yes.

17 Q. And you're aware that Staff has not
18 changed its position with respect to the project?

19 A. I'm generally aware of the Staff's
20 position.

21 Q. And you would agree with me that the
22 conditions set out in this document are not all of
23 the conditions that Staff has recommended in its
24 rebuttal report, isn't that correct?

25 A. I don't know if that's correct or not.

1 **Q. Okay. If I told you that was the case,**
2 **would you have any reason to disagree with me?**

3 A. Well, I'd need to look at the -- what
4 you said and reread your testimony and then line it
5 up with this before I agreed that this was all
6 inclusive.

7 MR. THOMPSON: Okay. Thank you. At
8 this time Staff would offer Exhibit 206?

9 JUDGE BUSHMANN: Any objections?
10 Hearing none, it's received into the
11 record.

12 MR. THOMPSON: Thank you. No further
13 questions.

14 JUDGE BUSHMANN: Cross by Rockies
15 Express?

16 MS. GIBONEY: No cross, Judge.

17 JUDGE BUSHMANN: Show Me?

18 MR. LINTON: Yes, thank you, your
19 Honor.

20 CROSS EXAMINATION

21 QUESTIONS BY MR. LINTON:

22 **Q. Good morning, Mr. Skelly.**

23 A. Good morning.

24 **Q. At page five of your direct testimony,**
25 **you make reference to your TSA with MJMEUC.**

1 A. Yes.

2 Q. Are there other TSAs that you've signed
3 with other transmission service customers?

4 A. Not for Grain Belt?

5 Q. Yes.

6 A. Not that I'm aware of.

7 Q. Now in terms of that contract, it is
8 true, isn't it, that MJMEUC could select to have no
9 energy delivered under that contract?

10 A. This is a long contract and I don't
11 have it in front of me.

12 Q. Okay.

13 A. But it's dozens of pages long.

14 Q. Okay.

15 A. And every contract of this nature that
16 I've ever seen has in's and out's to it.

17 Q. Right.

18 A. So I'd prefer, if it's okay, that my
19 colleague, Mark Lawlor answer the questions with
20 respect to the details of the contract.

21 Q. I can do that. Thank you.

22 So would your answer be the same that
23 they could also select to have 200 megawatts
24 delivered under that contract?

25 A. So again, I'm going to pass on the

1 details of the contract, but this was a fairly
2 heavily negotiated contract, and in my experience
3 people don't invest months and months of time and
4 energy and lawyer bills and so on to negotiate
5 contracts just for the fun of it.

6 **Q. Very good. Now Staff asked you a**
7 **number of questions about your case in Illinois.**
8 **Could you describe to me the Rock Island Clean Line**
9 **project?**

10 A. Generally, yes.

11 **Q. Okay. Please do so.**

12 A. Okay. So this is a line, a proposed
13 line to go from Northwest Iowa to a substation
14 called Collins, which is maybe 75 miles west of
15 Chicago. Its purpose is similar to Grain Belt, move
16 low cost energy from Western Iowa where you can
17 produce wind very cost effectively and deliver it
18 into a PJM market.

19 **Q. Now, did you receive a Certificate of**
20 **Convenience and Necessity from Illinois?**

21 A. Yes, we did, yes.

22 **Q. Okay. Has that Certificate been taken**
23 **up on appeal?**

24 A. So the -- it was appealed by Exelon,
25 which is one of the incumbents, and a court found

1 against us and now it's being taken up by the
2 Illinois Supreme Court.

3 Q. Okay. Do you know the basis for the
4 courts decision in that case?

5 A. No. I mean Exelon, they don't like
6 competition, so that's why they opposed it. I don't
7 know the in's and out's of the court's decision.

8 Q. Okay. Thank you.

9 At page ten, line five through 13 of
10 your direct testimony, you say that you respect the
11 interests of the landowners at that point. Correct?

12 A. Could you -- sorry, page ten?

13 Q. Page ten, lines five through 13.

14 A. Yes. So I'm sorry, what's the
15 question?

16 Q. Do you say there that you respect the
17 rights of the landowners?

18 A. I think that's the spirit of what we
19 say, yes.

20 Q. Okay. Does that respect of the
21 interests of the landowners extend -- go to the
22 extent that you would be willing to accept a
23 condition from this Commission on the CCN that you
24 not attempt to use the power of eminent domain, the
25 state power of eminent domain to condemn land in

1 **Missouri?**

2 A. So no company like ours would ever want
3 to use eminent domain. We always want to get to an
4 agreement with landowners, however I think we and
5 most folks would agree that if you're going to build
6 a line that's 700 miles long, it would not be
7 possible to do so if you did not have eminent
8 domain.

9 Q. So your answer would be no, you would
10 not -- you would not accept the condition that
11 imposed upon you that you would not use the power of
12 eminent domain?

13 A. That's correct.

14 Q. Does --

15 A. I think we do --

16 Q. That's good, you answered the question.

17 Does your respect for the interest of
18 the landowners extend to the point where you'd be
19 willing to accept a condition on the CCN that you
20 would follow the landowner protocol and the
21 landowner policy as a condition of the CCN?

22 A. Yes.

23 Q. And at page 18, line 20 through 22, you
24 state that you are building lines that otherwise
25 wouldn't be built but for your efforts, is that a

1 fair --

2 A. Yeah, that's a fair statement.

3 Q. -- statement?

4 Would you agree with me that if you are
5 the only builder willing to build something under
6 any conditions, there is likely no need for the
7 line?

8 A. No.

9 Q. Okay. That's all the questions I have.
10 Thank you.

11 JUDGE BUSHMANN: Cross by Farm Bureau?

12 CROSS EXAMINATION

13 QUESTIONS BY MR. HADEN:

14 Q. Brent Haden for Farm Bureau. I know
15 you said during your testimony a moment ago with Mr.
16 Linton that your company doesn't want to use eminent
17 domain, is that correct?

18 A. Yes.

19 Q. And how much, if any, is there any
20 amount that your company would be willing to pay to
21 avoid using eminent domain?

22 A. Is that a per acre question or is it --

23 Q. Well, I guess, have you had any
24 internal discussions about what sort of percentage
25 loss would you be willing to take if you had to

1 reroute the line or you had to work to not use
2 eminent domain around various landowners? Is there
3 some number that you've contemplated within the
4 company, you or your management, that they would --
5 that's an acceptable loss to avoid using eminent
6 domain?

7 A. So we have -- so we're going through
8 this process on our Plains & Eastern project right
9 now, and under our agreement with DOE, there's a
10 thousand foot corridor within which we have to site
11 the right-of-way, which would be 150 to 200 feet,
12 similar to this, and what we do is we have land
13 agents out in the field and outreach people in the
14 field and they sit down and talk with landowners,
15 and when those cases come up, we go through them on
16 a case-by-case basis, and it's very important to us
17 that we understand all these concerns, and we work
18 with the landowner to try to come up with what we
19 call micro siting that is as acceptable as possible,
20 and we will go to great lengths to make sure that
21 the line is sited with minimal impact and in a way
22 that it -- and minimal impact, not really from our
23 perspective, that's really in the eye of the
24 landowner beholder.

25 So I wouldn't say that we have a hard

1 and fast rule like oh, we're not doing this, I would
2 say that it's -- you know, and I actually get
3 personally involved in this because this is really
4 important to me personally, so we -- we're going to
5 great lengths to make sure we site this properly.

6 **Q. Now, have you in any of the other**
7 **projects you've been in across the country, do you**
8 **ever offer royalties, generation royalties down to**
9 **landowners?**

10 A. So the idea of generation royalties
11 is -- that's common in the oil and gas industry,
12 it's not common in the pipeline industry. It's
13 common in the wind generation side, and we did think
14 about that, and that's sort of what led -- brought
15 us to this per pole structure type payment mechanism
16 because what -- in my experience in siting wind
17 farms around the country, typically, and I don't
18 know why this is, but particularly in row crop
19 country, people want a fixed payment and they're not
20 as interested in royalties. For some reason in
21 ranchland, they like royalties maybe because they
22 have more experience in oil and gas.

23 So in a way, the per tower payments
24 that we're offering are a sort of proxy for
25 royalties in a -- in a -- the spirit of that is the

1 towers are going to be here for many years, and so
2 we -- it's often helpful to landowners if they can,
3 you know, tell their children well, yes, that will
4 be there, but your children will also get money and
5 your children's children, and so on.

6 **Q. Your offered payment structure, though,**
7 **correct me if I'm wrong, the per tower payment is**
8 **not tracked to -- it isn't tracked to the cost of**
9 **electricity one way or the other, is that right?**

10 A. No, but it does track to -- so we have
11 an inflater that adjusts over time and which is kind
12 of a rough proxy for electricity. It's certainly a
13 good proxy for the cost of wind energy, which does
14 sort of kick up very slowly over time.

15 And the other way that it tracks is if
16 these were wind turbines, they'd be much larger
17 structures, and you'd have roads associated with
18 them and underground collection systems, and really
19 a heavier impact. Particularly on a wind turbine
20 you're paying, you know, 6 or \$7,000.00 a year, but
21 again, you've got roads, et cetera. So we're a
22 payment that's lower than that, but the impact is
23 also lower.

24 **Q. Have you ever sited a wind tower in any**
25 **state using a power of eminent domain?**

1 A. No.

2 Q. So there's a distinction then between
3 those two in that sense, correct?

4 A. Yes, there is a distinction.

5 Q. And you said nobody gets a wind tower
6 that doesn't want one, right?

7 A. I'm not aware of any. I haven't been
8 involved in any, but I'm not aware of any either.

9 MR. HADEN: Okay. That's all I have.

10 JUDGE BUSHMANN: Our last cross is
11 Missouri Landowners. Mr. Agathen, do you anticipate
12 a significant amount of cross examination?

13 MR. AGATHEN: I do, your Honor.

14 JUDGE BUSHMANN: Maybe this is a good
15 time to break for lunch then and we can come back
16 and pick that up. We'll recess until 1:00.

17 (Lunch recess.)

18 JUDGE BUSHMANN: Let's go back on the
19 record.

20 Before we go any further, I wanted to
21 take care of a procedural matter. Before the lunch
22 break, there was reference to three landowners'
23 objections, and I made the reference to that as an
24 exhibit. I called that Exhibit 380, and I admitted
25 it. I think that was the wrong thing to do.

1 It's not really evidence, it really
2 isn't an exhibit, it's more like a written motion
3 objecting to the admission of certain evidence, more
4 like in the nature of a Motion in Limine.

5 So I think -- I want to thank Mr.
6 Agathen for doing that, I want to commend that. I
7 want to make sure I call it the right thing. I'm
8 not going to call it an exhibit, I'm not going to
9 admit it in the record, I'm just going to make
10 reference to it as Missouri Landowners objections
11 Number 380, so that way it will be tied in the
12 transcript and it will be included in the docket
13 like other motions would be. So there shouldn't be
14 any confusion in the Court of Appeals if they're
15 looking at it.

16 So just going forward, I think we
17 should make reference to those as they come up as
18 MLA objections and the number, whichever one it is
19 that it applies to.

20 When we left off, we were in the middle
21 of cross examination of Mr. Skelly. So, Mr. Skelly,
22 could you come back up please.

23 MR. ZOBRIST: Judge, I just have one
24 preliminary matter before we resume his cross
25 examination. Grain Belt Express served today at

1 12:30 the remaining two data requests that were
2 directed to Mr. Pfeiffer, so we've now responded to
3 all the Show Me data requests.

4 JUDGE BUSHMANN: Very good. Thank you
5 for letting me know.

6 Mr. Agathen, whenever you're ready, you
7 can proceed with your cross examination.

8 MR. AGATHEN: Thank you, Judge.

9 CROSS EXAMINATION

10 QUESTIONS BY MR. AGATHEN:

11 Q. Good afternoon, Mr. Skelly.

12 A. Good afternoon.

13 Q. You agree that the ascent which you
14 received from the Caldwell County Commission is no
15 longer in effect, correct?

16 A. I think there was a question along
17 these lines a little while ago, and there are eight
18 different county ascents, and I'm not familiar with
19 all the details of those ascents, nor the status of
20 them.

21 MR. AGATHEN: Fair enough. Your Honor,
22 I'm going to distribute Exhibit Number 320 at this
23 point. This exhibit consists of the first set of
24 requests for admissions from the MLA to Grain Belt,
25 which I think will clarify what happened in Caldwell

1 County. It includes a copy of an order issued by
2 the Circuit Court of Caldwell County, and Grain Belt
3 has essentially agreed as part of these admissions
4 that that the document is an authentic copy of what
5 it purports to be. I just want to make sure the
6 record is clear of what the status is in Caldwell
7 County.

8 That being said, I would offer Exhibit
9 320.

10 (Wherein, Exhibit 320 was introduced.)

11 MR. ZOBRIST: I'm just looking at it,
12 Judge, I don't think I've got an objection.

13 JUDGE BUSHMANN: I'll give you a chance
14 to review it at this time.

15 MR. ZOBRIST: No objection.

16 JUDGE BUSHMANN: Any other objections?
17 Hearing none, Exhibit 320 is received into the
18 record.

19 MR. AGATHEN: Thank you, Judge.

20 Q. (By Mr. Agathen) On a different
21 subject, Mr. Skelly, you may not have seen this, but
22 the MLA Statement of Position had a recommendation
23 to the Commission which imposed a number of
24 conditions actually.

25 One of those, number seven, was that

1 Grain Belt agrees to be subject to the State
2 statutes which generally require investor-owned
3 utilities in Missouri to obtain the approval of the
4 Commission before issuing any form of debt
5 obligation.

6 And I'm not asking your opinion as to
7 whether or not those statutes would apply to Grain
8 Belt, but I'm asking you, are you agreeable to that
9 condition as proposed by the MLA?

10 MR. ZOBRIST: Judge, I object to that,
11 that is asking for the witness to analyze the
12 statute and then make a commitment based upon it,
13 and since he is not a lawyer, let alone a Missouri
14 lawyer, I believe it's objectionable. Certainly, he
15 doesn't have the basis to argue -- he doesn't have
16 the basis to commit or not commit because he's not a
17 lawyer and not a Missouri lawyer.

18 THE COURT: What's your response, Mr.
19 Agathen?

20 MR. AGATHEN: He certainly as President
21 of the company has the ability to agree to commit to
22 accept that, whether or not he understands the
23 legalities of it, to accept it as a condition to the
24 Certificate.

25 JUDGE BUSHMANN: Read me again what

1 you're proposing that he agree to.

2 MR. AGATHEN: We ask that Grain Belt
3 agree to be subject to the State statutes which
4 generally requires investor-owned utilities in
5 Missouri to obtain the approval of the Commission
6 before issuing any form of debt obligations.

7 MR. ZOBRIST: Well, Judge, the problem
8 is that statute does not apply to any company that's
9 not a Missouri company anyway, so it's really
10 inapplicable to the situation, but I still object on
11 the basis that it's requiring this witness to take a
12 statute, legally analyze it, and then decide whether
13 or not a commitment should be made.

14 JUDGE BUSHMANN: I'll overrule it. He
15 can answer it, if he knows the answer to that
16 question within the scope of his knowledge.

17 THE WITNESS: So the question is about
18 generally requires?

19 Q. (By Mr. Agathen) No, the question is
20 are you willing to take that provision that we
21 offered and accept it as a stipulation, as a
22 condition, excuse me, to the Certificate?

23 A. So what type of indebtedness? Are you
24 talking about like working capital? Are you talking
25 about bonds? Are you talking about --

1 **Q. Any form of indebtedness.**

2 A. How about a credit card?

3 **Q. Any form of indebtedness.**

4 MR. ZOBRIST: Judge, I'm going to
5 object again. I will advise my client on the stand,
6 you know, that he should not respond to this and he
7 should not agree to it because it doesn't apply to a
8 non-Missouri company.

9 MR. AGATHEN: That's the point, of
10 course, is that it doesn't, but I'm asking him if he
11 would agree to accept that as a condition.

12 JUDGE BUSHMANN: He can agree or not
13 agree, so I'll overrule it.

14 THE WITNESS: So I don't think we can
15 agree to that because indebtedness could be many
16 things. I mean we could have -- we could owe a
17 vendor money, we could owe a credit card, we could
18 owe bond holders. There's many, many types of debt,
19 so a blanket general requirement --

20 **Q. (By Mr. Agathen) So the answer is no?**

21 A. The answer is no.

22 **Q. A second proposed condition, number**
23 **eight, was that Grain Belt agree to be subject to**
24 **the State statute which generally requires**
25 **investor-owned utilities in Missouri to obtain the**

1 approval of the Commission before disposing of any
2 of its assets.

3 The same question, are you agreeable to
4 accept that condition?

5 MR. ZOBRIST: Same objection. It
6 requires him to express -- to analyze the statute in
7 a legal fashion, he's not a lawyer, and then to make
8 a determination, and since he does not have the
9 educational or professional background to be able to
10 analyze the statute, he really can't respond to the
11 question.

12 JUDGE BUSHMANN: Overruled.

13 THE WITNESS: So again, we might have a
14 pickup truck that we want to sell, we might have
15 excess spare parts that we want to sell, so it's
16 difficult to make it -- we can't make a commitment
17 like that, a blanket commitment like that, no.

18 Q. (By Mr. Agathen) Thank you. On a
19 different subject, you received a Certificate of the
20 Illinois Commerce Commission for the Grain Belt
21 line, correct?

22 A. Yes.

23 Q. I'm trying to save some time here, but
24 will you agree, subject to check, that as part of
25 that order from the state -- from the Illinois

1 Commerce Commission they state as follows: The
2 Commission finds that GBX has not demonstrated that
3 the project is needed to provide adequate, reliable,
4 and efficient service to customers within the
5 meaning of Section 8-406.1?

6 A. Again, I don't know what that code of
7 Illinois law you read out is, so I can't really
8 comment.

9 Q. I'm just asking you whether you would
10 accept, subject to check, that that's what the order
11 says?

12 A. No, because I have no idea what that --
13 I mean, that's like hundreds of pages and a whole
14 statute, and I have not committed to memory either
15 the order or the statute, nor am I a lawyer.

16 MR. ZOBRIST: Judge, if Mr. Agathen
17 simply wants to put the order into evidence, I don't
18 have objection to that, assuming I can take a look
19 at it. But again, to quiz the President of the
20 company on an order that is lengthy and fish out one
21 sentence is argumentative --

22 JUDGE BUSHMANN: Are you wanting to
23 offer that order into the record?

24 MR. AGATHEN: I certainly was not, your
25 Honor. Mr. Zobrist could do so if he wants to.

1 JUDGE BUSHMANN: What do you have
2 there?

3 MR. AGATHEN: I'm just asking -- I've
4 only got one copy, but I'm just asking whether or
5 not that was a finding of the Illinois Commerce
6 Commission.

7 JUDGE BUSHMANN: Okay. And I think he
8 answered he doesn't know.

9 MR. AGATHEN: Okay. You want to see
10 it?

11 MR. ZOBRIST: No, I don't want to see
12 it.

13 Q. (By Mr. Agathen) I'm handing you a
14 copy of a document. Can you tell me if this is a
15 copy of the Illinois Commerce Commission's decision
16 in your case number 15-0277 --

17 A. Again, I have not committed that
18 document to my memory, so I can't tell you if that's
19 an authentic copy or not.

20 Q. Really?

21 A. Is that wall you're asking me? Is this
22 a copy of the document? I don't know.

23 Q. What I'm asking you is did not the
24 Illinois Commerce Commission find that GBX has not
25 demonstrated that the project is needed to provide

1 **adequate, reliable, and efficient service to**
2 **customers within the meaning of Section 8-406.1?**

3 A. I'm sorry, I don't know.

4 **Q. Is it true that you have not applied in**
5 **Illinois for permission to use eminent domain?**

6 A. So in most states, eminent domain,
7 there's a whole process that one goes through of
8 negotiating with landowners and back and forth and
9 so on, and as I mentioned before, eminent domain is
10 a last resort. So I don't -- I don't know if -- I'd
11 have to look at or better yet an Illinois lawyer
12 would have to look at the ICC decision and tell us
13 exactly what that decision means.

14 **Q. Well, the decision says that you have**
15 **not applied for eminent domain at this point. You,**
16 **of course, would not accept that this is actually**
17 **part of the order, so --**

18 A. Again, I don't -- if you can -- have
19 shown -- this is a very lengthy order and it's a
20 lengthy statute, and I -- I have not committed
21 either of those to memory.

22 **Q. And you're not willing to accept that**
23 **what I showed you is actually a copy of the Illinois**
24 **Commerce Commission --**

25 A. No, again, because I can't look at a

1 100 page, 200 page document and tell you exactly
2 what it is and what it means.

3 JUDGE BUSHMANN: Mr. Agathen, could I
4 get you to talk into your microphone?

5 MR. AGATHEN: I'm sorry.

6 JUDGE BUSHMANN: Thank you.

7 Q. (By Mr. Agathen) Could you turn to
8 page 21 of your direct testimony please? You
9 discuss there a number of other transmission line
10 projects which Clean Line is proposing to build,
11 correct?

12 A. Yes.

13 Q. And one project which you mention at
14 page 21 is the Rock Island Clean Line?

15 A. Yes.

16 Q. And that was intended to deliver wind
17 energy from Iowa into Illinois, correct?

18 A. Correct.

19 Q. Do you know when approximately you
20 filed with the Iowa Commission for approval of that
21 line?

22 A. I do not. I don't remember the exact
23 date or the --

24 Q. A number of years?

25 A. It was several years ago.

1 Q. Okay. Did you recently withdraw your
2 application in Iowa for the Rock Island line?

3 A. I'm not sure exactly what we did, if
4 you'd call it a withdrawal or what you would call
5 it. There was some sort of filing.

6 Q. Do you have a case pending at the
7 present time in Iowa for permission to build that
8 line?

9 A. I -- I'm not certain.

10 Q. On a different subject, at one point
11 the Grain Belt line was intended to carry only 3,500
12 megawatts of electricity, correct?

13 A. At some point, yes.

14 Q. And that 3,500 megawatts you have said
15 is the equivalent of about four or five base load
16 coal fired plants, is that correct?

17 A. On a capacity basis, yes.

18 Q. So now that the line is designed to
19 secure 4,000 megawatts, it would be the equivalent
20 of over five base load --

21 A. Again, coal plants come in different
22 sizes, so it's conceivable that from a capacity
23 basis, it could be five. Those would be large coal
24 units at 800 megawatts each.

25 Q. If your line is built, it's going to

1 **displace substantial amounts of generation from**
2 **other sources, correct?**

3 A. It -- possibly. You'd have to look at
4 the demand curve for electricity. Because we will
5 bring down the price of electricity people might use
6 a little more electricity.

7 Q. Mr. Skelly, I'm handing you direct
8 testimony which you filed before the Illinois
9 Commerce Commission, and first ask you if you do
10 recognize your testimony?

11 A. That looks like a familiar cover page.

12 Q. Directing your attention to page seven,
13 do you not state, quote, the clean wind generated
14 electricity that the project will bring to Illinois
15 will displace substantial amounts of other
16 generation and, therefore, result in substantial
17 environmental benefits for Illinois and a broader
18 region?

19 A. That looks familiar, yes.

20 Q. From your testimony, correct?

21 A. You know, again, that's a hundred page
22 document. It's presumably my testimony, but I can't
23 certify that that's an exact copy, if that's what
24 you're asking me to do.

25 Q. To the extent that your line displaces

1 **substantial amounts of generation from other**
2 **sources, that's going to be primarily fossil fuel,**
3 **will it not?**

4 A. So the electric dispatch system, the
5 way it works is, like MISO or PJM, there's sort
6 of -- there's a bidding process, and because wind
7 fuel is free, it would bid in at a price of zero.
8 It would effectively be a price taker. And a -- the
9 next unit might be a coal unit or a gas unit, and
10 they would bid in, and if the market cleared it,
11 their price, they would be dispatched.

12 Similarly, if a -- so if it says super
13 efficient gas unit, it would get -- in today's
14 market, it would get displaced. It would displace
15 coal generation and would be dispatched before coal.
16 It all depends on the merit order dispatch.

17 Typically, nuclear power plants,
18 they'll bid even at below zero because they have a
19 need to continue to run. So I think you can safely
20 conclude that wind, if it bids at zero cost, it
21 might displace other resources.

22 **Q. Including fossil generation?**

23 A. Quite possibly including fossil
24 generation, yes.

25 **Q. Are you familiar with Mr. Copeland's**

1 testimony where he calculated the reduction in
2 certain emissions?

3 A. No, I haven't read that testimony in
4 detail.

5 Q. Are you familiar with the fact that he
6 calculated certain reductions in emissions resulting
7 from the displacement of fossil fuel generation?

8 A. Again, I haven't read his testimony,
9 but I think he'll be here.

10 Q. Has your company done any analysis of
11 what the economic impact would be to other entities
12 from the displacement of fossil fire generation?

13 A. No. Well, a little bit. We've done
14 some analysis around, particularly on the natural
15 gas side, and we're convinced that because natural
16 gas exports are now an increasingly important part
17 of the US energy equation, that a combination of low
18 cost wind and the ability to export natural gas
19 through both pipelines to Mexico and through
20 terminals primarily on the Gulf Coast, that in an
21 interesting way more renewable energy will help the
22 United States export fossil fuels in the future, and
23 in doing so, we think there's environmental --
24 global environmental benefits associated with that
25 because we can help other countries have a cleaner

1 burning fuel, and we think there are also important
2 geopolitical benefits because most of the LNG
3 importing countries are allies, Korea, Japan, and in
4 Europe, and also increasingly Latin America.

5 So we've done some analysis that we
6 believe shows that -- that more renewables helps the
7 US export equation and the United States energy
8 security equation. But that's as far as we've taken
9 the analysis. We have not done a similar
10 analysis -- we did that analysis around natural gas,
11 but not around coal.

12 **Q. Thank you. If your project reduces**
13 **generation at coal plants in Missouri, it would**
14 **affect the revenue from the units where production**
15 **is displaced, would it not?**

16 A. So the revenue, it depends on the
17 nature of the coal fired power plant. So if it's --
18 if it's a utility-owned power plant, I believe those
19 revenues come from a rate base, so we wouldn't
20 affect that.

21 **Q. But it would still reduce the revenue**
22 **from each plant, would it not? The less coal that's**
23 **burned, the less revenue, correct?**

24 A. I don't know how they think about
25 revenues for their coal plant, if it's through fuel

1 cost adjustment mechanisms or capital recovery.
2 Those are two different equations and I actually
3 don't know how they allocate those two when they
4 think about your term, revenue for a coal plant.

5 **Q. What about municipal systems? If they**
6 **are displaced at their fossil plants from production**
7 **because of your line, is that going to bring in less**
8 **revenue from those particular plants?**

9 A. Again, there -- there are two types of
10 revenue, like in capital recovery and fuel costs
11 adjustment. Presumably, MJMEUC took that into
12 account as they calculated their -- as they thought
13 about buying more renewables presumably to the
14 extent that they own their own facilities, you know,
15 they would look at --

16 MR. HADEN: Judge, if I can interrupt
17 here. I'm going to object to this line of
18 questions. It's calling for speculation. The
19 witness clearly doesn't know the impact on MJMEUC.
20 I don't think guessing should be allowed at this
21 point.

22 MR. AGATHEN: I'm asking a very simple
23 question.

24 JUDGE BUSHMANN: I'm going to overrule
25 because I don't think the question asked for that

1 response.

2 Q. (By Mr. Agathen) Let me start over.
3 The question is, if at a particular plant your line
4 displaces coal fire generation, isn't that plant
5 going to bring in less revenue?

6 A. Again, it just depends on the coal
7 plant.

8 Q. So in your opinion, a coal plant could
9 have a reduction in its output and still have
10 constant as far as revenue goes?

11 A. Yes, because it depends on the source
12 of revenue. If it's a capacity payment or if it's
13 revenues that are through rate based.

14 Q. We're talking about generation energy?

15 A. Again, I don't know the mechanisms in
16 Missouri whereby fuel costs are recovered. If it's
17 in PJM, which is the a -- where the generation units
18 are not in rate base, but rather in a competitive
19 market, then I think I would agree with your
20 assertion that their revenues would be reduced.

21 Q. If your line displaces coal fired
22 generation in Missouri, could that also affect the
23 revenues and profits of companies which sell the
24 coal, like Peabody Energy of St. Louis?

25 A. I don't know, maybe they'd sell the

1 coal somewhere else.

2 **Q. So you don't know?**

3 A. Again, I don't know that much about
4 Peabody, but presumably -- I do believe they sell
5 into a global market, and maybe they'll have a
6 better place to sell the coal.

7 **Q. And they could sell that coal in the**
8 **global market regardless of what happens in**
9 **Missouri, could they not?**

10 A. Presumably, yes.

11 **Q. Has your company done any kind of**
12 **analysis of the impact your line might have on coal**
13 **companies such as Peabody Energy?**

14 A. No. Again, we have done a bit of work
15 around natural gas exports, but we haven't done
16 similar work around coal exports.

17 **Q. Have you looked at the issue of whether**
18 **or not the construction of your line would mean that**
19 **other transmission lines in Missouri would not be**
20 **built or would not be upgraded?**

21 A. In specific detail, no, but if you look
22 at the Southwest Power Pool's planning processes,
23 and my colleague Wayne Galli can talk about this in
24 more detail, but the general upshot of some of the
25 studies that the Southwest Power Pool has done show

1 that lines like ours are a more efficient solution
2 for moving power out of SPP than AC lines, and more
3 efficient both in sort of movement of electricity,
4 but also from a right-of-way perspective, and in
5 terms of overall costs.

6 So there have been general studies done
7 on that topic by -- by the Southwest Power Pool, and
8 Dr. Galli can comment on those in greater detail if
9 need be.

10 **Q. Well, do you recall that in a rebuttal**
11 **testimony at page 12, line 17 to 20, your own**
12 **witness, Miss Kelly, testified that your project is**
13 **likely to reduce the need for future transmission**
14 **lines such as those approved in the MISO**
15 **Transmission Planning Process?**

16 A. Yes. So again, we think that our
17 solution is a better solution for ratepayers and for
18 right-of-way impact, so that it would not surprise
19 me to hear that.

20 **Q. That your line would reduce the need**
21 **for future transmission lines?**

22 A. Well, I mean think about it, if you
23 build a 4,000 megawatt line, and that's one less
24 4,000 megawatts of transfer capacity that you might
25 need through some other process.

1 Q. I'm not sure you're answering the
2 question. Would you agree that your line is likely
3 to decrease the need for new transmission lines in
4 MISO?

5 A. In MISO?

6 Q. In Missouri.

7 A. Yes. I think that's -- if -- yes,
8 because we're much more efficient than AC solutions.

9 Q. Thank you. Would you agree that your
10 project if approved would reduce the need to build
11 new generation?

12 A. Well, our project would bring about new
13 generation.

14 Q. So you're not agreeing with the
15 question that I asked you?

16 A. So just if you don't mind repeating the
17 question.

18 Q. Sure. Would you agree, and let me say
19 that Miss Kelly testified, beginning at page 16,
20 lines 20 through her testimony, that your project
21 will reduce the need to build new generation. Do
22 you agree with her or not?

23 A. I need to see -- I'd need to have that
24 testimony in front of me, because presumably that's
25 a line as part of a whole discussion.

1 **Q. So you can't say that you agree or**
2 **disagree with her?**

3 A. So our line will bring about new
4 generation because we're going to open up new
5 resource areas.

6 **Q. And the question is, do you or do you**
7 **not agree with her?**

8 A. Yeah, again, I'd need to see the whole
9 testimony to see how it fits in whatever argument is
10 being made in that paragraph.

11 **Q. Has your company done any analysis of**
12 **the jobs and tax revenue that would be lost because**
13 **of the generation which might not be built if your**
14 **line is approved?**

15 A. No.

16 **Q. Have you done any analysis of the jobs**
17 **which might be lost because new transmission lines**
18 **would not be built?**

19 A. No.

20 **Q. Has your company done any analysis on**
21 **the negative impact on jobs that your line might**
22 **have on any sector of the economy?**

23 A. So -- so the question is, if our line
24 gets built, what's the totality of impacts?

25 **Q. Have you done that analysis?**

1 A. Yeah, other than the LNG, gas export
2 analysis, no.

3 Q. On a different subject, I'd like to try
4 and clarify one matter which came up in the last
5 case, and I think the record will show that several
6 of your supporters claim that the cost of the
7 proposed line would not be borne by Missouri retail
8 customers, and my question is, would you agree that
9 if utilities in Missouri, such as MJMEUC or Ameren,
10 do end up buying capacity on a proposed line, that
11 their retail customers would in all likelihood pay
12 for the cost of that capacity in their retail rates?

13 A. Pay for the cost of capacity on our
14 line?

15 Q. Of your line, assuming that they are
16 using it, would they end up paying for that in their
17 retail rates in all likelihood?

18 A. Yeah, I mean as far as this is a better
19 question for MJMEUC, but they are a cost-of-service
20 utility, so they're going to pay for the megawatt
21 hours that come across, and presumably they've done
22 calculation to make sure that it works for their
23 customers?

24 Q. Basically any company that buys
25 capacity on your lines in all likelihood will pass

1 **that through to their retail customer, will they**
2 **not?**

3 A. Typically, but they might also -- if
4 one owns capacity on the line, you can use it for
5 other purposes and save your ratepayers money. So
6 if you own capacity on a transmission line during
7 times when the wind is blowing, you're going to use
8 it for that purpose, and at other times if you own
9 the capacity you might use it for other purposes,
10 and those other purposes you might be able to
11 monetize it and, therefore, save additional money.

12 Q. **Correct. But when an investor-owned**
13 **utility comes to the Commission here and if they've**
14 **bought capacity on your line, in all likelihood is**
15 **not that cost of capacity going to be included in**
16 **their retail rates?**

17 A. Yes, and presumably they would only buy
18 capacity if they and the Commission determined that
19 it was in the public interest.

20 Q. **Sure, I'm just trying to clarify that**
21 **they will end up making that payment. Thank you,**
22 **that's all.**

23 JUDGE BUSHMANN: Any other questions,
24 Mr. Agathen?

25 MR. AGATHEN: Yes.

1 Q. (By Mr. Agathen) Could we expect
2 Missouri retail customers would also pay
3 approximately 12 percent of the capacity, of the
4 total cost, excuse me, of your line, assuming that
5 the total cost is 2.9 billion and they buy 500
6 megawatts out of 4,000, they'd be paying
7 approximately 12.5 percent, would they not?

8 A. Well, it depends on how much we charge
9 them.

10 Q. If they're paying the same rate as
11 everybody else.

12 A. That's a big if.

13

14 Q. If they are charged the same rate as
15 everybody else, would they pay approximately 12.5
16 percent?

17 A. Well, there's a lot of assumptions in
18 that question. Okay? So you're assuming that all
19 the capacity is sold, that it's all priced the same,
20 that there are no other sources of revenue, that we
21 don't get paid for any reliability benefits, that
22 there's no counter-flows from PJM going west,
23 because this is a bidirectional line, so one might
24 arrive at that calculation, but there are
25 circumstances where they might pay less than that.

1 Q. And they would also pay some proportion
2 of share, whatever that may be, of the cost of the
3 wind farms, also, would they not?

4 A. They would -- again, if they were
5 buying wind energy, then they would pay for that
6 wind energy, yes, presumably.

7 Q. Thank you. Would you please turn to
8 page 15 of your direct testimony, at line 16 to 18,
9 you state that the projects delivered energy cost to
10 Missouri and neighboring states will be cheaper than
11 alternatives to meet the demand for both renewable
12 and non-renewable energy sources, correct?

13 A. Yes.

14 Q. And you refer there to the direct
15 testimony of Mr. Berry?

16 A. Correct.

17 Q. Do you recall that the Missouri
18 Commission found in the last case that the cost of
19 power delivered to Missouri from your project as it
20 compared to wind generation from other states? Do
21 you recall them addressing that issue?

22 A. You know, as I pointed out here in my
23 testimony, David Berry describes this in more detail
24 in his direct, so he's best positioned to answer the
25 question.

1 Q. I'm going to distribute, your Honor,
2 what's been marked as Exhibit 321, which is a copy
3 of the Commissions report and order in the last
4 case.

5 (Wherein, Exhibit 321 was introduced.)

6 Q. (By Mr. Agathen) Do you have a copy of
7 that order, sir?

8 A. I do.

9 Q. Would you turn to page 16, paragraph
10 48, the Commission states as follows, do they not:
11 Wind energy generated within the MISO footprint but
12 not in Missouri is a lower cost alternative to wind
13 energy generated by the project.

14 A. I see that, yes.

15 Q. Did any of the direct testimony from
16 any of your witnesses in this case include a
17 comparison of the cost of Kansas winds from your
18 line versus the cost of delivering MISO wind to
19 Missouri?

20 A. You know, I don't know, but presumably
21 that's something that MJMEUC thought about before
22 they entered into the agreements with us and a wind
23 generator, and they found that our option is more
24 attractive.

25 Q. The question was, did any of your

1 **witnesses address that issue in their --**

2 A. And I said I don't know, but David
3 Berry will know the answer to that question.

4 MR. AGATHEN: Your Honor, I'm going to
5 offer Exhibit 321 and I think the record should
6 include a copy of the order from the last case.

7 JUDGE BUSHMANN: Any objections?
8 Hearing none, it's received.

9 MR. AGATHEN: Thank you.

10 **Q. (By Mr. Agathen) On a different**
11 **subject, would you turn please to page 24 of your**
12 **direct testimony?**

13 A. I'm sorry, on 48 this is within the
14 MISO footprint but not in Missouri. I'm just
15 reading this again. We do deliver energy to
16 Missouri just to be clear.

17 **Q. So I'm not sure what you're saying.**

18 A. Well, I'm just saying that this is a
19 general statement about the MISO footprint which
20 includes North Dakota, but it's very difficult to
21 get that energy from North Dakota to Missouri.

22 **Q. So you're not disputing that's what the**
23 **order said?**

24 A. That is apparently what the order says.

25 **Q. Would you turn to page 24 of your**

1 direct testimony please? Beginning about line nine,
2 you've stated you've been authorized by the FDRC to
3 negotiate bilateral agreements for 100 percent of
4 the capacity on your line, is that correct?

5 A. Yes.

6 Q. I mean do you have the authority to
7 negotiate one-on-one with buyers of the capacity?

8 A. Well, there -- there are rules around
9 those negotiations, but yes.

10 Q. FERC has essentially given you the
11 authority to charge those buyers whatever the market
12 will bear for the capacity on the proposed line, is
13 that correct?

14 A. There are tests that go beyond whatever
15 the market will bear that -- and it's a fairly
16 legalistic matter, and I don't know in detail all
17 those tests, but even though my colleague, Dave
18 Berry, is not a lawyer, I'm pretty confident he can
19 handle that question.

20 Q. Did you give us a copy or refer us to a
21 copy of a FERC order which told us what impact your
22 ability to negotiate prices at whatever the market
23 would bear?

24 A. Did we give you that?

25 Q. Yes, did you make a reference to a

1 particular FERC order?

2 A. I don't know. Oh, I guess I did, yeah,
3 May 8th, 2000.

4 MR. AGATHEN: I'd like to distribute a
5 copy of Exhibit 322, please.

6 (Wherein, Exhibit 322 was introduced.)

7 Q. (By Mr. Agathen) This was attachment
8 01 to your response to our data request MS-19. It's
9 a FERC order and docket number ER 14-409. You're
10 familiar with this order, are you not?

11 A. I'm familiar with the existence of this
12 order, but that's -- but I'm not familiar with all
13 the details.

14 Q. Isn't this the order that you referred
15 us to as impacting your ability to charge whatever
16 the market will bear?

17 A. I don't think -- well, I guess what I'm
18 quibbling with is whatever the market will bear.

19 Q. And you're quibbling with that why?

20 A. Because it's my general understanding
21 that FERC -- FERC's definition of what one can
22 charge is not whatever the market could bear.

23 Q. But this is the documented that you
24 referred us to which would limit your ability to
25 charge whatever the market will bear, correct?

1 A. Again, I'd have to look through the
2 document, and I don't know if they refer to the
3 different tests that they use in order to rule
4 whether or not we're charging too little or too
5 much. And there -- as you probably know, there are
6 lawyers who built their entire careers on the topic
7 of what entities like ours can charge.

8 Q. Mr. Skelly, I'm going to hand you a
9 copy of a data request that we sent to you,
10 particularly MS-19, and ask if this is our question
11 and the answer to you. Question 19: Please
12 identify all FERC rules, orders, and regulations
13 which would prevent Grain Belt from charging
14 whatever the market will allow for the sale of
15 capacity on the line.

16 Response: Not withstanding Grain
17 Belt's expressed previous objections, Grain Belt
18 provides the following: As a non-lawyer, I am
19 unable to cite to specific rules and regulations,
20 please see pages 129 through 132 of the evidentiary
21 hearing transcript from the last case and
22 EA-2016-0358 response to ML-19.Skelly.attachment 01?

23 MR. ZOBRIST: Just for the record,
24 Judge, we objected to that to the extent that it
25 called for a legal conclusion, but then we did, of

1 course, tender this order to Mr. Agathen.

2 JUDGE BUSHMANN: So this order was
3 provided in response to that data request?

4 MR. ZOBRIST: Right, but what I'm
5 saying is to the extent that the question used this
6 term, whatever the markets will allow for will bear,
7 we said we object to the extent it's a legal
8 conclusion, but here is the FERC order because
9 that's what the DR appeared to be asking for and we
10 did produce the order.

11 JUDGE BUSHMANN: But you did produce
12 the other.

13 Q. (By Mr. Agathen) And my question is, is
14 this order the one that you were referring to in
15 answer to the data request?

16 A. Okay. So I -- can I ask my lawyer if I
17 can take some time to study this document that
18 you're about to hand me?

19 Q. That's not the question. The question
20 is, is that the documents that you provided to us in
21 response to the data request? I'm not asking you to
22 look through the order or anything else or to make
23 any legal conclusions, is that the document that you
24 provided to us?

25 A. In response to what? It's referenced

1 in my direct testimony, is that the question?

2 Q. No. Is that the document you provided
3 in response to data request MS-19, which I just read
4 into the record?

5 A. I'm sorry, I don't remember MS dash.

6 Q. Well, what does it say at the top of
7 that document that you provided to us?

8 MR. ZOBRIST: Judge, maybe I can cut to
9 the chase here. We actually produced in response to
10 this DR an evidentiary hearing transcript, so I
11 think the actual answer to the question that Mr.
12 Agathen is asking is no, but we agree that this is
13 the FERC order that governs Grain Belt Express Clear
14 Line.

15 MR. AGATHEN: That's fine with me.

16 THE WITNESS: I'm glad you guys figured
17 that out.

18 MR. AGATHEN: I'm going to offer
19 Exhibit 322, your Honor.

20 JUDGE BUSHMANN: Any objection?

21 MR. ZOBRIST: No objection.

22 JUDGE BUSHMANN: It is admitted into
23 the record.

24 Q. (By Mr. Agathen) On a different
25 subject, in January of 2015 you conducted your first

1 open solicitation for bids for capacity on the Grain
2 Belt line, is that correct?

3 A. I don't recall the exact date.

4 Q. Early -- early in the year 2015?

5 A. Perhaps.

6 Q. In general, this open solicitation
7 process is the formal process you go through in
8 seeking bids for capacity on your line, is that
9 correct?

10 A. Well, it's the beginning of a long
11 process.

12 Q. That starts the process out?

13 A. I don't know if that starts the process
14 or if it's the -- what starts the process would be
15 informational meetings with generators and then
16 going to FERC and --

17 Q. Okay. What's the purpose of the open
18 solicitation?

19 A. Is to measure interest and identify
20 parties that might want to use our transmission line
21 in order to get energy to market.

22 Q. And one of the initial steps in that
23 open solicitation process is for a perspective buyer
24 to fill out and return to you what's called a
25 Transmission Service Request form, is that correct?

1 A. That's one of the steps in the process.

2 Q. And the information requested on that
3 form includes such matters as the amount of capacity
4 a purchaser is interested in buying and the price
5 they're willing to pay for the capacity?

6 A. Yes, as I recall, those are questions
7 that are in there.

8 Q. Is it correct that an entity does not
9 pay Grain Belt or anyone else any money for
10 submitting the Transmission Service Request form?

11 A. Yes.

12 Q. And is it also true that by submitting
13 this form to Grain Belt, the potential customer is
14 not bound to buy anything at all?

15 A. Correct.

16 Q. They're making no financial commitments
17 at that point?

18 A. At that point, no.

19 Q. Have you conducted two or three
20 separate open solicitations?

21 A. I don't recall.

22 Q. You had a second one in February of
23 2016, did you not?

24 A. Again, I don't recall the exact date or
25 if it was the second one.

1 Q. Did you have an open solicitation in
2 early 2016?

3 A. I believe so.

4 Q. After the open solicitation process was
5 finally completed, your handling of that process
6 will eventually be reviewed by the FDRC, will it
7 not?

8 A. I don't know if there's an automatic
9 review, but two of our other witnesses, one is Dave
10 Berry, who runs those processes for us, could answer
11 that question in detail with respect to Grain Belt,
12 and with respect to FERC, former FERC Commissioner
13 Suedeem Kelly, she might be able to answer the
14 question from her experience at FERC.

15 Q. Is it true that none of the entities
16 responding to the FERC open solicitation made any
17 firm commitments to buy capacity on the line?

18 A. So needless to say, while we are going
19 through a permitting process, it's not difficult to
20 get people to make firm commitments for a project
21 that does not have its approvals.

22 Q. So the answer is no?

23 A. Correct.

24 Q. Do you know, to your knowledge, whether
25 under the terms of the contract that you have with

1 **MJMEUC that they can notify Grain Belt they will buy**
2 **zero capacity all along the line?**

3 A. I think this question came up before.
4 In my experience, people don't negotiate those
5 contracts so that they can then do nothing, but Mark
6 Lawlor or Dave Berry can answer questions with
7 respect to the in's and out's of that contract.

8 **Q. So you don't know?**

9 A. I don't know the details of the
10 contract.

11 **Q. You don't know whether that allows them**
12 **to buy zero capacity?**

13 A. I don't. Again, I don't know.

14 **Q. You approached a number of individual**
15 **municipalities, like Hannibal, correct?**

16 A. Yes.

17 **Q. And you had approached MJMEUC several**
18 **times prior to the time that they actually signed,**
19 **did you not?**

20 A. Well, as in any process, when you have
21 a product to sell, you often have to talk to people
22 several times, yes.

23 **Q. And you approached Associated Electric**
24 **Co-Op?**

25 A. Again, when you're trying to sell a

1 product, you should approach your customers as often
2 as you can, or as often as they'll see you, until
3 they sign up.

4 Q. So the answer is yes, you did approach
5 Associated Electric --

6 A. Yes.

7 Q. And you even flew in personally to meet
8 with the top official from Ameren, did you not?

9 A. That's -- did I fly in personally?
10 Like in my personal jet? No.

11 Q. Did you fly in to St. Louis to meet
12 with the top official --

13 A. I don't have a personal jet just for
14 the record.

15 Presumably, that was the mode of
16 transportation, and yes, I have met with senior
17 folks at Ameren. I may have come on the train from
18 Chicago, I don't recall.

19 Q. After the 2014 case, Grain Belt did not
20 approach Kansas City Power & Light about buying
21 capacity, did they?

22 A. I don't know. I know that we've had
23 conversations with them over the years, I don't
24 recall the date of the conversation. I'm pretty
25 sure we would have spoken with them between then and

1 now.

2 Q. Since the last case?

3 A. Probably.

4 Q. How about Empire district?

5 A. You know, they've been going through
6 their sale. I don't think we've talked to them in a
7 while.

8 Q. How many load serving entities in
9 Missouri ended up transmitting a Transmission
10 Service Request in response to your first open
11 solicitation?

12 A. Again, I'm going to have defer to Dave
13 Berry on that topic.

14 Q. But it didn't lead to any contracts to
15 buy capacity, did they?

16 A. Well, it did with MJMEUC.

17 Q. I'm talking about your first open
18 solicitation.

19

20 A. Oh, the first one. I don't even know
21 if we pushed that. I think we were -- we were
22 mostly interested in -- in identifying generators at
23 that point.

24 Q. So you had no contracts as a result of
25 the first open solicitation?

1 A. I don't think so.

2 Q. Your contract for MJMEUC provides that
3 if they do end up buying capacity on the line,
4 they'll pay only \$1,167.00.00 per megawatt per month
5 for the first 100 megawatts, is that correct?

6 A. Again, I don't know all the specifics
7 of the contract.

8 Q. Have you offered the same rate that
9 you've offered to MJMEUC to any other utility in
10 Missouri?

11 A. Again, I'll defer to Dave Berry on
12 that.

13 Q. You don't know?

14 A. I don't know.

15 Q. Did you make the offer to MJMEUC on the
16 basis that they are a first mover?

17 A. I would say that MJMEUC is getting a
18 good deal in part because, yeah, in good measure
19 because they're a first mover and that often happens
20 in business.

21 Q. Was first mover status one of the
22 criteria which the FERC allowed you to consider when
23 negotiating rates for the capacity on your line?

24 A. Again, I don't remember all the
25 criteria.

1 Q. What is a first mover as you use that
2 term?

3 A. Well, generally in business, if you're
4 the first party to enter into a transaction -- this
5 happens with gas pipelines and other transmission
6 lines, if you -- even in the investment world, if
7 you get in early, you often get a better deal.

8 Q. Are you generally familiar with FERC's
9 final policy statement on allocation of capacity for
10 new transmission projects?

11 A. Generally familiar?

12 Q. Yes, sir.

13 A. If I say I'm generally familiar, you're
14 going to ask me very specific questions, so I would
15 say I'm somewhat familiar.

16 Q. Doesn't that policy statement generally
17 set the ground rules for open solicitation processes
18 which are to be used by merchant projects, such as
19 Grain Belt?

20 A. Generally speaking, I think so.

21 Q. And Clean Line participated in the case
22 which produced that final policy statement, did they
23 not?

24 A. Participated in, as in did we
25 intervene?

1 Q. Yes, sir, or file comments.

2 A. It's quite possible.

3 Q. In that final policy statement, do you
4 recall how the FERC characterized a first mover?

5 A. You know, I don't. I just remember
6 that generally we asked FERC for as much flexibility
7 as they were willing to grant because we understood
8 at the time, and this was a number of years ago,
9 that flexible arrangements would help get these big
10 projects done. Flexibility from FERC, I should say.

11 Q. I'm going to hand you a copy of a
12 document and ask you if that's the FERC order that
13 we've been talking about?

14 A. I think this is a policy statement, not
15 an order.

16 Q. Fine. Policy statement that we've been
17 talking about?

18 A. You know, I don't -- again, there are
19 many lawyers whose entire careers are dedicated to
20 this topic, so you can -- I'm happy to answer
21 general questions, but with respect to is this that
22 document, I don't know.

23 Q. So you don't know that the document
24 that says 142 FERC paragraph 61-038, docket number
25 AD 12-9-000 is in fact a copy of what I'm saying it

1 **is?**

2 A. Again, this docket, if it's like any
3 other FERC docket, there was thousands of pages of
4 testimony submitted, and then a policy order came
5 out, and I'm not familiar with it.

6 Q. Let me direct your attention to page 20
7 of the document. Does it say there, quote: The
8 developer should also specify in the notice the
9 criteria it plans to the use to select transmission
10 customers, such as credit rating, quote, first
11 mover, unquote, status, paren, i.e., customers who
12 respond early and take on greater project risks, end
13 quote.

14 A. So yes, you have just read from a FERC
15 policy statement document.

16 Q. What risks, if any, has MJMEUC taken on
17 by signing their Transmission Service Agreement with
18 you?

19 A. Well, I think that question is probably
20 better directed to them. But typically when one
21 agrees to buy power over the long term, one is
22 thinking about transmission risks, which in this
23 case there is none, price volatility, which in this
24 case there is none, the risk that they could buy
25 cheaper power elsewhere, which we think this price

1 would be hard to beat, and presumably there's a risk
2 in terms of the time and energy they've put into
3 this that if the project doesn't come to fruition,
4 then that's time and energy they might have used for
5 something else.

6 **Q. Other than time and energy, can you**
7 **think of any other risks they've taken?**

8 MR. ZOBRIST: Judge, I'm going to
9 object. I believe that the witness has responded to
10 the question, he's stated that he doesn't know what
11 risks, particularly MJMEUC, believes that it was
12 subject to or it considered, so I object to lack of
13 foundation.

14 JUDGE BUSHMANN: Sustained.

15 **Q. (By Mr. Agathen) I'm going to switch**
16 **gears here. Would you please turn to page eight of**
17 **your direct testimony. At lines 15 to 18 you talk**
18 **about the project offering bidirectional service**
19 **from the Ralls County Converter Station in Missouri**
20 **to the eastern converter station in PJM, is that**
21 **correct?**

22 A. Yes, that's what it says, yes.

23 **Q. That basically would allow any**
24 **subscriber of capacity on the line to transmit power**
25 **from a Missouri converter station to the converter**

1 **station in PJM?**

2 A. Well, not any subscriber. You'd
3 specifically have to have that service.

4 **Q. Correct, but anyone with that service?**

5 A. Yes, but not any subscriber. There
6 might be subscribers that don't buy that service.

7 **Q. Sure, but those who buy that service
8 would have those rights?**

9 A. Yes.

10 **Q. And you state that that service would
11 permit Missouri utilities to sell off-system sales
12 to the PJM region of their excess power, correct?**

13 A. Could you just call my attention to
14 that line?

15 **Q. 15 to 18 of page eight.**

16 A. Yeah, okay.

17 **Q. Do you know of any municipal utilities
18 in Missouri which have any excess power generated
19 from renewable sources?**

20 A. So it is a virtual certainty that at
21 certain hours of the day in certain times of the
22 year that some people might have excess power and
23 some of it might be renewable and some of it might
24 be nuclear and some of it might be coal.

25 **Q. So the some of it that might be coal**

1 **could be transported over your line to the PJM area?**

2 A. Well, because it's very difficult -- we
3 don't have a gating mechanism to sort out the
4 electrons on their way through, so, and Dr. Galli
5 can speak more authoritatively on this topic than I
6 can, but the electrons do co-mingle.

7 **Q. Sure, but somehow if a utility that**
8 **wants to sell excess power to PJM has to have that**
9 **coming from a specific plant, does it not?**

10 A. No, not necessarily, no. So Ameren
11 could be buying power out of the MISO pool, and --
12 or let's take a more real example. Let's say MJMEUC
13 owns its capacity to get between MISO and PJM. If
14 they own that capacity, they could buy system power,
15 which again is not segregated, and they could export
16 it to -- they can move that power over to PJM where
17 they would get better value for it.

18 **Q. I guess my question really is, is it**
19 **not possible that some of this excess power going**
20 **from Missouri to PJM will come from fossil plants?**

21 A. It's possible.

22 **Q. Thank you. You may not be able to**
23 **answer this given your previous answers to earlier**
24 **questions, but when you initiated your second open**
25 **solicitation, and I believe it was early in 2016,**

1 had you already come to terms with MJMEUC?

2 A. Yeah, again, I don't have all the dates
3 in my head, but I'm sure Dave Berry does.

4 Q. So you don't know whether you had
5 basically come to terms with them before your second
6 open solicitation?

7 A. Yeah, I don't remember the dates.

8 Q. On a different subject, could you turn
9 please to page 16 of your direct testimony. At
10 lines five and six, you say that over the longer
11 term you will rely on the revenues from contracts
12 that transmission service customers like MJMEUC who
13 purchase capacity on the line.

14 A. That's what it says, yes.

15 Q. By the longer term there, you're
16 talking about financing the construction of the
17 line?

18 A. Correct.

19 Q. Are you aware of any transmission
20 project where construction loans were backed in
21 whole or in part by Transmission Service Agreements
22 which include an explicit option for the prospective
23 buyer to not buy any capacity on the line?

24 A. Again, all contracts have ins and outs.
25 Dave Berry or Mark Lawlor can talk about the ins and

1 outs of those, about the particular contract with
2 MJMEUC.

3 So in terms of the general question,
4 the -- what -- what does happen is in -- in the gas
5 pipeline industry, and in our industry, is you reach
6 a certain level of subscription and then you're
7 comfortable moving forward with the project.

8 **Q. Do you recall that we asked you in a**
9 **data request to list all transmission projects which**
10 **you are aware of where construction loans were**
11 **backed in whole or in part by Transmission Service**
12 **Agreements which included an explicit option for the**
13 **perspective buyer to not buy any capacity on the**
14 **line?**

15 A. Do I recall that --

16 **Q. Yes.**

17 A. -- discovery request?

18 **Q. Yes.**

19 A. No.

20 **Q. So you wouldn't recall responding to**
21 **the effect that see the data request response from**
22 **David Berry, DB-34?**

23 A. Oh, that's what I would have said, yes.

24 **Q. Do you recall what Mr. Berry said in**
25 **his --**

1 A. No.

2 Q. On a different subject, could you turn
3 please to page 23 of your direct testimony.
4 Beginning at the last line, you say that buyers of
5 electricity from your line are expected to be
6 principally wholesale buyers, such as utilities,
7 competitive retail energy suppliers, including
8 certified alternative retail electricity suppliers,
9 and brokers and marketers.

10 A. Yes.

11 Q. There are no competitive retail energy
12 suppliers or brokers or marketers who sell
13 electricity of utilities in Missouri, are there?

14 A. I don't know. There -- there might be,
15 but I don't know.

16 Q. Are you aware of any?

17 A. No, not offhand, but there are many
18 active in MISO that would sort of fit this
19 definition. I don't know if they do -- particularly
20 on the broker/marketer/supplier side of things.

21 Q. You don't know whether they do in
22 Missouri or not?

23 A. I don't.

24 Q. When you applied to the FDRC for
25 authority to negotiate bilateral rates for capacity

1 on the line, one item that FERC considers in its
2 analysis is whether those Kansas wind developers
3 will have any alternatives to your line as far as
4 getting their energy to market, is that accurate?

5 A. I don't know.

6 Q. In your application to FERC, do you
7 recall what you told the FDRC about whether or not
8 your Kansas customers do have alternatives to
9 getting it to market besides your proposed line?

10 A. I don't -- I don't recall that, but I
11 do think that was four or five years ago?

12 Q. Handing you a copy of your application
13 with the FDRC, ask you if you recognize this
14 document.

15 A. Do you know the date?

16 Q. I do not. You did apply to the FDRC to
17 receive permission to negotiate bilateral contracts,
18 did you not?

19 A. We did.

20 Q. Do you recall saying at page 13, quote:
21 Moreover, there are potentially competing
22 transmission projects being considered in the area
23 that provide an alternative to the project and,
24 therefore, will discipline applicants negotiated
25 rates, end quote. Is that what your application

1 **said?**

2 A. Apparently that's what it said.

3 Q. **With respect to the issue of regional**
4 **planning process, are you generally familiar with**
5 **FERC Order 1000?**

6 A. Yes.

7 Q. **What major issues did that order**
8 **address generally?**

9 A. Actually not very many issues. It
10 didn't do much.

11 Q. **What major issues did it address?**

12 A. I think most observers would agree that
13 FERC Order 1000 was fairly ineffectual. The idea
14 was to create more competition in transmission and
15 closer interregional planning, and most people would
16 agree that it did not accomplish either objective.

17 Q. **Do you recall that in a FERC filing**
18 **dealing with your Rock Island line, you quote a**
19 **specific provision from FERC Order 1000 dealing with**
20 **voluntarily participation in the regional**
21 **transmission progress by a merchant transmission**
22 **developer like Grain Belt?**

23 A. Again, I don't. Do you have the date
24 on that documents?

25 Q. **One moment. Mr. Skelly, I'm handing**

1 you a copy of Rock Island Clean Line's answers to
2 comments of Interstate Power & Light Company in
3 docket number ER 12-365 at FDRC, and directing your
4 attention to page two, in your comments do you not
5 state as follows: However, nothing in this final
6 rule prevents a merchant transmission developer from
7 voluntarily participating in the regional
8 transmission planning process, even if it is not
9 seeking regional cost allocation for its proposed
10 transmission project?

11 A. Who said this?

12 Q. Your company.

13 A. So no, I don't think our company said
14 this, I think we're quoting FERC.

15 Q. Right, you are quoting FERC for that
16 proposition, though, are you not?

17 A. Yeah, and this was -- what's the date
18 on this? This is like ancient history because since
19 then FERC has done nothing on this topic. Oh, 2011?
20 Yeah, okay.

21 Q. My question is, is that what your
22 comments said?

23 A. Yeah, so --

24 Q. I'm referring --

25 A. That was an aspirational comment that

1 FERC might actually do something under FERC Order
2 1000, but they didn't.

3 Q. Oh, your comment says FERC specifically
4 addressed this issue in Order 1000, correct?

5 A. I'd say that FERC said that --

6 Q. Yes.

7 A. -- but in the subsequent six years,
8 FERC has done nothing.

9 MR. AGATHEN: The only other questions
10 I have deal with highly confidential information.

11 JUDGE BUSHMANN: You have highly
12 confidential questions or documents?

13 MR. AGATHEN: Documents. And I think
14 the questions will probably elicit highly
15 confidential answers.

16 JUDGE BUSHMANN: So you'd like to go in
17 camera?

18 MR. AGATHEN: Yes.

19 JUDGE BUSHMANN: People in the audience
20 who are not qualified to listen to that information
21 will need to leave the room and we will let you know
22 when we're back in open session. It will be up to
23 the attorneys to make sure the audience has been
24 cleared.

25

1 (REPORTERS NOTE: At this point, an
2 in-camera session was held, which is contained in
3 Volume 11 - Pages 218 through 254.)

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1 (REPORTERS NOTE: Back in open
2 session.)

3 JUDGE BUSHMANN: Back on the record.
4 Let's pick up where we left off with the witness.

5 CHAIRMAN HALL: Good afternoon.

6 THE WITNESS: Good afternoon.

7 CHAIRMAN HALL: Could I direct your
8 attention to Schedule 2PS3 attached to your direct
9 testimony? Do you have that?

10 THE WITNESS: I'm not sure, do I have
11 that?

12 MR. ZOBRIST: It should be attached to
13 your direct.

14 THE WITNESS: Oh, yes, okay. Thank
15 you. Yes, thank you, I've got it.

16 CHAIRMAN HALL: How would you
17 characterize these letters?

18 THE WITNESS: I guess what I would say
19 is that this is a somewhat recent phenomena that's
20 picked up a lot of energy in the last couple of
21 years, in fact even since we were before this
22 Commission two years ago, and what we've seen around
23 the country is that many large industrial companies
24 and consumer companies and manufacturing companies
25 have set goals to get a certain percentage of their

1 electricity from renewable sources. They understand
2 that getting big projects done that can provide them
3 renewable energy, particularly in the areas where
4 the renewable energy is not as good or as cost
5 effective, that we need transmission, so they've
6 been willing -- we've approached them and they've
7 said yes, we want your project to happen, so what
8 can we do to help and, therefore, they've sent in
9 these letters.

10 CHAIRMAN HALL: And this is a national
11 phenomenon?

12 THE WITNESS: It's even more than
13 national, it's even an international phenomena, so
14 that when, particularly some of the big data
15 companies, they will make internet, not just
16 national siting decisions, but international siting
17 decisions around the availability of renewable
18 energy. It's not the only factor, but it's an
19 important factor for them.

20 CHAIRMAN HALL: Counsel for the
21 Division of Energy, Mr. Bear, made a comment, I was
22 wondering if you could comment upon that, that in
23 effect what is going on with this demand for
24 renewable energy by Corporate America is that it's
25 in a sense filling a vacuum left by 111BD, assuming

1 111D goes away, do you have thoughts about that?

2 THE WITNESS: So it's been, this
3 phenomena has been building, it has increased during
4 111D, and I think we've seen a bit of a reaction
5 from the corporate to the possible repeal of 111D,
6 and they have in fact re-upped their commitments and
7 are working even harder to get renewable energy
8 because they worry that if -- if at a governmental
9 level things aren't happening, that sort of
10 increases the responsibility on their side.

11 CHAIRMAN HALL: So if one of these
12 companies made a commitment to power its business
13 with a certain percentage of renewable energy, how
14 would approval by this Commission of the
15 transmission line at issue here help them?

16 THE WITNESS: Well, for example, if
17 Target, for example, they have a goal of X
18 percentage renewable energy and they are based --
19 they're basing their stores in municipalities that
20 are participating in the MJMEUC agreement, they
21 would be able to count whatever that -- say that
22 municipality got 30 percent of its electricity from
23 off of Grain Belt, then Target would be able to use
24 that 30 percent to fulfill whatever goal they had,
25 30 or 40 or 10 or 100.

1 CHAIRMAN HALL: And if Missouri law was
2 changed such that one of these companies could --
3 could buy direct from generation out in Kansas,
4 could this transmission line further facilitate
5 those goals?

6 THE WITNESS: Yes, that would -- it
7 would be a more direct transaction with them rather
8 than going through the municipalities or somebody
9 else. So in many markets, for example in PJM, that
10 are deregulated markets, these same companies have
11 been able to directly access generation.

12 CHAIRMAN HALL: And since you submitted
13 these letters, which were addressed to members of
14 the Commission, are you aware of any other letters,
15 such letters by businesses such as these?

16 THE WITNESS: I think this is -- this
17 is -- so once these letters went in as part of this
18 proceeding, if you will, we haven't pushed more, but
19 we do think there are more customers out there, and
20 I would add that in terms of, you know, every state
21 wants to attract new employers to their state, and
22 this, I think we heard earlier from one of the
23 opening statements, that this is an important
24 economic development to have the ability to make
25 renewable energy available, but it's also important

1 in terms of stickiness of existing employers, so if
2 existing employers know that they can get whatever
3 percentage they want of renewable energy, it helps
4 keep them in place.

5 CHAIRMAN HALL: Okay. Switch gears for
6 a moment. Is there any question in your mind that
7 if -- if Clean Line gets the necessary government
8 approvals that that this line will be built?

9 THE WITNESS: I mean there's always --
10 so all the necessary governmental approvals?

11 CHAIRMAN HALL: Yes.

12 THE WITNESS: Then we have a very very
13 high probability of success. This is the most --
14 the riskiest part of the equation, and I think you
15 saw that in our investor presentations that, you
16 know, we're not unaware of the risks.

17 CHAIRMAN HALL: What else could
18 possibly occur that could prevent this line from
19 being built other than failure to get one or more
20 government approvals for the line?

21 THE WITNESS: Well, then -- so next up,
22 and we're going through this on our Plains & Eastern
23 project, once you get the approvals in place, then
24 you begin to lock down customer arrangements. We're
25 doing that right now on our Plains & Eastern

1 project, and you know, perhaps as another answer to
2 the Clean Power Plan in question, we still have
3 great interest in that project from Southeastern
4 utilities, even in the face of a likely repeal of
5 the -- of the Clean Power Plan. This is sort of the
6 direction they're going, it's cost effective for
7 them, and so they're keen to move forward.

8 CHAIRMAN HALL: So I'm trying to
9 understand what possible impediments there might be
10 to the actual construction of the line and maybe the
11 operation in a moment, but to the actual
12 construction, if you get all the government
13 approvals necessary, you would need to find
14 customers, and do you foresee a potential problem
15 there?

16 THE WITNESS: No, I don't. I mean it's
17 going to require work and, you know, if people say
18 I'm not interested the first time, you've got to go
19 back to them and be persistent. We think that value
20 proposition is there for these customers. You have
21 to build, you know, sort of a critical mass of
22 customers. We think they're out there. And then
23 the next step is the construction process.

24 We have through our sister project,
25 Plains & Eastern, we've done a lot of cost

1 estimating in terms of towers and conductors and
2 insulators and the HVDC converter stations, so we
3 have a very good handle on the cost, because that
4 line is very, very similar, and we're extremely
5 confident that the economics support building the
6 line.

7 And then in terms of the other big step
8 is the financing, and there are many, many pension
9 funds and insurance companies and these are public
10 pension funds or private pension funds that want to
11 invest in this type of project, so we're very
12 confident that we'll be able to attract the capital
13 necessary to build the line.

14 But those are the -- those are the
15 three big issues, it's customers, the construction
16 costs, and the financing it. We're confident on all
17 three accounts.

18 CHAIRMAN HALL: What about final
19 determinations by MISO, SPP, or PJM on
20 interconnection costs?

21 THE WITNESS: So we've spent, we've
22 been in their queues for quite a while, we've done
23 studies of our own, and we're comfortable that the
24 interconnection costs are completely manageable in
25 the context of the economics of the project.

1 CHAIRMAN HALL: And if those costs were
2 to double, would they still be manageable?

3 THE WITNESS: Yes, for sure.

4 CHAIRMAN HALL: Triple?

5 THE WITNESS: Well, if they tripled on
6 the PJM side, that would be challenging because it's
7 a few hundred million dollars. We don't think
8 they'll triple, and we're far enough along in the
9 process to, you know, sort of understand what this
10 is going to look like. But this is, you know, this
11 is an almost three billion dollar project, so there
12 is some ability to absorb extra interconnection
13 costs.

14 CHAIRMAN HALL: I'm going to ask you a
15 question and you may not be the right witness for
16 this and it may be a confidential answer, I wouldn't
17 think so, but I'll give your attorney a moment to
18 respond. How much money, if you know, total have
19 you invested in this project.

20 MR. ZOBRIST: It's okay.

21 THE WITNESS: I think we're -- I don't
22 know exactly, but I got to think we're coming up on
23 50 million dollars.

24 CHAIRMAN HALL: Let me direct your
25 attention to page 30 of your direct. In response

1 to that -- are you there?

2 THE WITNESS: Yes.

3 CHAIRMAN HALL: In response to that
4 first question, you make the point that on lines
5 five and six, that some of the best wind is in areas
6 located far from -- from load and population
7 centers.

8 THE WITNESS: Yes.

9 CHAIRMAN HALL: To what extent -- and
10 this is maybe speculation, I know -- to what extent
11 would the price or the cost of wind, like offshore
12 for example, how much would that have to come down
13 for you to need to revise that statement?
14 Significantly?

15 THE WITNESS: Well, what happens when
16 wind costs improve, as they improve across the
17 board, so as our costs come down, the cost to wind
18 and let's say in a not-so-windy place like Illinois,
19 that also comes down, but so it's sort of a -- and
20 they move at roughly the same pace. Now with
21 offshore wind, because you're offshore, it's very,
22 very expensive to build a foundation, your
23 maintenance costs are very high because if you have
24 a turbine that's down and it's windy, you can't get
25 a boat out there to fix it, so I don't see any

1 scenario where offshore wind becomes competitive
2 with onshore wind.

3 So there's a lot of things that keep us
4 awake at night, but that's probably not one of them.

5 CHAIRMAN HALL: Transmission costs
6 would have to skyrocket in order for offshore wind
7 to be competitive?

8 THE WITNESS: Correct, correct. And,
9 you know, we've been -- there's a lot of experience
10 around the world with lines like ours, so the costs
11 are sort of a known item. Offshore wind is a little
12 more -- there's less experience in that area.

13 CHAIRMAN HALL: Turning next to page 15
14 of your direct, looking at lines 20 and 21, you
15 mention Congress having extended the Renewable
16 Energy Production Tax Credit in 2015.

17 THE WITNESS: Yes.

18 CHAIRMAN HALL: When does that
19 currently sunset?

20 THE WITNESS: So the wind industry, we
21 basically tax reformed ourselves, and as part of a
22 bipartisan agreement with Congress, the tax credits
23 are if a project is online by 2020, then you get a
24 hundred percent of the value of the tax credits, if
25 it's 2021, it's 80 percent, 60 percent, 40 percent

1 in subsequent years.

2 So the race, if you will, that's going
3 on, or that we can feel today is that technology
4 improvements need to make up for the removal of the
5 production tax credit, and we're confident that, you
6 know, we'll make up almost all of the ground through
7 technology improvements, and that's why the industry
8 was happy to sign off on their arrangement to say
9 okay, we're okay with reforming, giving up this
10 incentive because we think the technology is going
11 to get there, and it won't be needed in the early --
12 by 20 -- the end of 2023 when the incentives are
13 completely gone.

14 CHAIRMAN HALL: So it's your opinion
15 that the wind industry can stand on its own without
16 tax credit after 2023?

17 THE WITNESS: Yeah, I mean we're going
18 to have to all work very, very hard and we're going
19 to be under a lot of competitive pressure to make
20 that happen, but the track record on technology
21 improvements has been pretty good.

22 CHAIRMAN HALL: Okay. Last question or
23 last line of questions. If -- if the Commission, if
24 this Commission were to deny the pending requests,
25 would you anticipate seeking a Section 1222

1 approval?

2 THE WITNESS: It would -- I guess it
3 would depend to some extent on the, you know, the --
4 the fine print, if you will, of the denial. In
5 Arkansas, that Commission ruled that they didn't
6 have authority, so it made it difficult to go back
7 if somebody -- if you go to somebody and they say
8 well, I don't have any authority over this, then it
9 makes refileing difficult, and it's sort of the end
10 of the road.

11 But we do think -- I mean, there's a
12 very strong emphasis on infrastructure in this
13 country and there's a recognition really across the
14 board from just about every component in society
15 that we need to invest in infrastructure, and so
16 yes, we would -- we would look at that possibility
17 and take into account the, you know, it does take
18 time and money and so on, and obviously, we'd
19 consult with our investors before going down that
20 route, but we'd think about it.

21 CHAIRMAN HALL: How long does that
22 process take?

23 THE WITNESS: Well, the first time
24 around it took about six years. We think that given
25 that we've been through the process, and the

1 Department of Energy has been through the process,
2 and given the sort of prevailing sentiment of
3 Washington around building more infrastructure, we
4 think it could be done in, you know, maybe, I don't
5 know, half of that time. But it's hard -- that can
6 be hard to predict.

7 CHAIRMAN HALL: That's all I have.
8 Thank you.

9 COMMISSIONER STOLL: I have one
10 question. Good afternoon.

11 THE WITNESS: Good afternoon.

12 COMMISSIONER STOLL: I do have one
13 question kind of following up on the Chairman's line
14 of questioning regarding the prospects of having
15 this project, completing this project if you receive
16 the authorization from this Commission, though that
17 it's been talked about previously as far as, you
18 know, there's two lines that you could go, two ways,
19 you can either build it or what would cause --
20 speaking as the President of the company, what would
21 cause you not to build this project but sell off the
22 assets to another transmission company or to another
23 company? What might cause this line not to be built
24 and that happen?

25 THE WITNESS: So I'm sorry, I just want

1 to make sure I understand the question.

2 COMMISSIONER STOLL: Yeah.

3 THE WITNESS: So what would cause us to
4 bring in somebody else?

5 COMMISSIONER STOLL: Yeah.

6 THE WITNESS: Who would then build it?

7 COMMISSIONER STOLL: Right, because you
8 had in your value proposition that this is a
9 valuable asset, and there are two ways you could go,
10 one would be either through the sale of the projects
11 to other utilities or to some other interest, or you
12 could go ahead and build it yourself.

13 THE WITNESS: Yeah.

14 COMMISSIONER STOLL: What would cause
15 you to sell it?

16 THE WITNESS: I mean, for us, just at a
17 personal level, the most important thing is to build
18 the project. There's a lot of people that are, you
19 know, from manufacturers to construction workers,
20 that are sort of counting on us to get this done.
21 So that's number one. And in terms of where I think
22 it will end up, if that's part of the question --

23 COMMISSIONER STOLL: Yeah.

24 THE WITNESS: So this, you know, that
25 presentation that you're referencing was from what,

1 I don't know, five or six years ago, I would say
2 that today we are likely to end up with a hybrid
3 structure where there's some utility participation
4 and some participation from folks like, you know,
5 pension funds and insurance companies and so on,
6 because there are a lot of utilities that are very
7 interested in investing in projects like this, but
8 under the traditional utility paradigm, all these
9 development costs, they get recovery through rates
10 automatically, and they don't have that risk of loss
11 that we talked about earlier.

12 So they're -- because there's no
13 mechanism for them to recover the development costs,
14 they're reluctant to spend the decade and the tens
15 and tens of millions of dollars to put a project
16 together because it doesn't really fit with their
17 business model. In fact, it's sort of the opposite
18 of their business model, which is predicated on
19 invest money and you know you're going to get --
20 you're guaranteed by law almost to get money back on
21 that investment, whether or not the investment sort
22 of comes to pass.

23 But once you're through the permitting
24 and regulatory process and you've got the commercial
25 arrangements in place, then there's a tremendous

1 amount of interest in the -- in the sort of
2 traditional utility sector to participate. Not only
3 in the line, but in the generation at the end of the
4 line.

5 One of the things that the wind
6 business started off as a sort of an independent
7 business, now many utilities choose to own wind
8 farms themselves because they buy lots of equipment
9 from GE and Siemens, and this is somewhat different,
10 but it's the same set of suppliers. So if our
11 experience on Plains & Eastern is any guide, where
12 we have utilities that want to -- some wish to just
13 buy power and others wish to invest in the line and
14 the generation, which is a hybrid, I think we're
15 most likely to end up in a hybrid model, but, you
16 know, that remains sort of to be determined.

17 COMMISSIONER STOLL: So it's not really
18 an either/or situation, you see the line as -- as
19 being built under the, you know, regulatory
20 approvals and so on, but the ownership could be
21 through a hybrid -- that would be the hybrid part of
22 that?

23 THE WITNESS: Correct.

24 COMMISSION STOLL: Okay. Thank you.

25 COMMISSIONER KENNEY: Hello, Mr.

1 Skelly, how are you?

2 THE WITNESS: Good.

3 COMMISSIONER KENNEY: Remind me, what
4 states does the Plains & Eastern line go through?

5 THE WITNESS: Oklahoma. It begins in
6 Oklahoma, and Arkansas and then to Tennessee.

7 COMMISSIONER KENNEY: Tennessee, okay.
8 What's your status in Iowa?

9 THE WITNESS: Our status in Iowa is
10 that the Commission, or the Iowa Utility Board in
11 this case, they said that you have to -- before you
12 can sort of file, you need to go buy the
13 right-of-way, so --

14 COMMISSIONER KENNEY: Didn't you
15 already file an application at one time?

16 THE WITNESS: Yes, and they said come
17 back when you've got all the rights-of-way, or as
18 much -- you know, like 60, 70, they didn't give us
19 an exact percentages, but they said go buy the
20 right-of-way and then refile.

21 COMMISSIONER KENNEY: Did the
22 Commission do that or did the legislature makes some
23 changes --

24 THE WITNESS: Yeah, I'm getting there.
25 So the Iowa Utility Board said that, and then

1 subsequently the -- so that was problematic for us
2 because landowners would say well, I don't know if I
3 want to sell you an easement because I don't know if
4 your project is going to happen because I haven't
5 heard from the Iowa Utility Board, what do they have
6 to say about this project. So it was sort of
7 confusing for landowners.

8 The other issue that happened next was
9 the legislature passed a law that said you've got --
10 I can't remember the timeframe, but you've got a
11 very short timeframe to go buy the right-of-way.

12 COMMISSIONER KENNEY: I think it was
13 two years.

14 THE WITNESS: Yeah. And so we just
15 felt like in the absence of any sort of approval or
16 even a preliminary approval from the Iowa Utility
17 Board, landowners were going to be reluctant to even
18 talk to us, and if it's very easy to -- as I'm sure
19 you know, the best way to kill a project is to sort
20 of wait them out, and the clock that the Iowa
21 Utility Board came up with would force us to go
22 spend, I don't know, 50 million dollars to try to
23 get right-of-way and we have no idea whether or not
24 they were going to approve the line and we also knew
25 that there were more onerous form, flavors of that

1 same legislation, that would basically make the
2 project impossible to build. So we have ramped down
3 our efforts in Iowa and that project is sort of in
4 standby.

5 COMMISSIONER KENNEY: So you took it as
6 the legislation passed was counterproductive to your
7 transmission line?

8 THE WITNESS: Counterproductive is a --
9 yes.

10 COMMISSIONER KENNEY: The reason the
11 I'm -- did the governor sign that legislation?

12 THE WITNESS: He did.

13 COMMISSIONER KENNEY: Because I mean,
14 they're huge on wind up there, that's what --

15 THE WITNESS: Yeah, they are. I was --
16 we were puzzled by it to be totally honest.

17 COMMISSIONER KENNEY: But they're huge
18 on farmland too, right?

19 THE WITNESS: Yeah, we think you can
20 have both.

21 COMMISSIONER KENNEY: So I'm just
22 trying to understand their deference compared to us
23 is that once you file an application you have two
24 years to go out and get the siting done, complete?

25 THE WITNESS: That's roughly how, yeah.

1 Yeah, but for us, again, you know, you saw the
2 probability and success table, for us to say all
3 right, we're going to go deploy 50 million dollars
4 to buy the right-of-way with a tremendous amount of
5 uncertainty with respect to approvals, that's a
6 tough business decision to make.

7 COMMISSIONER KENNEY: Okay. So out of
8 your four proposed lines or different lines,
9 Illinois of that section has passed -- has granted
10 their -- your application?

11 THE WITNESS: Yes.

12 COMMISSIONER KENNEY: But that line is
13 pretty much on hold completely until --

14 THE WITNESS: Until something changes
15 in Iowa.

16 COMMISSIONER KENNEY: Something
17 changes. Okay. So you're down to three now?

18 THE WITNESS: Yes.

19 COMMISSIONER KENNEY: Okay. Now,
20 within your -- your proposed -- I'm just trying to
21 refresh myself, my memory. Within your proposed
22 route, did -- are there -- are there conditions with
23 Staff on the deviation from that?

24 THE WITNESS: Are there conditions?

25 Well, the -- the -- basically the proposed route is

1 a centerline where we think it makes the most sense.

2 COMMISSIONER KENNEY: But that can
3 vary?

4 THE WITNESS: And that can vary with
5 500 feet in either direction.

6 COMMISSIONER KENNEY: Okay. So it is
7 limited to 500?

8 THE WITNESS: So it's a thousand feet
9 within which you have to locate the facilities that
10 are roughly 150 feet wide, the easement.

11 COMMISSIONER KENNEY: What happens if
12 you have something happened in that case and it
13 became counterproductive to stay within that
14 thousand feet? Would you still have to come back
15 and get approval for that?

16 THE WITNESS: I don't know the
17 mechanics of that, but if that were necessary, then,
18 you know, we would work through it. So I can speak
19 to our process with the Department of Energy. If
20 we've got to go outside the thousand feet, then
21 there's an approval process, but -- and -- sometimes
22 you find the situation where you need to go -- you
23 sort of -- your feet are on the ground, you're
24 talking to landowners, and they say look, I don't
25 want this for whatever reason, I don't need the

1 money, why don't you go a thousand feet south, and
2 we look at it and we work it out, and that landowner
3 says yeah, I'd love to have this, this is great. In
4 fact, put a few more miles on my land, whatever,
5 then you try to work that out. In that particular
6 case, we do have to go back to DOE and say hey, we'd
7 like to make this change and so on.

8 COMMISSIONER KENNEY: Okay. Thank you.

9 JUDGE BUSHMANN: Okay. Any recross
10 based on commissioner questions? MJMEUC?

11 MR. HEALY: No questions, your Honor.

12 JUDGE BUSHMANN: Wind on the Wires?

13 MR. BRADY: No cross, your Honor.

14 JUDGE BUSHMANN: Infinity Wind Power?

15 MS. PEMBERTON: No questions.

16 JUDGE BUSHMANN: Renew Missouri?

17 (No response.)

18 JUDGE BUSHMANN: Economic Development?

19 MR. BEAR: No recross, your Honor.

20 JUDGE BUSHMANN: MIEC?

21 MR. MILLS: No, thank you, your Honor.

22 JUDGE BUSHMANN: Commission Staff?

23 MR. THOMPSON: No questions, Judge.

24 Thank you.

25 JUDGE BUSHMANN: Rockies Express?

1 MS. GIBONEY: No, your Honor.

2 JUDGE BUSHMANN: Show Me?

3 MR. LINTON: No recross.

4 JUDGE BUSHMANN: Farm Bureau.

5 MR. HADEN: Just a quick question.

6 RECROSS EXAMINATION

7 QUESTIONS BY MR. HADEN:

8 Q. So is there a probability that you
9 would go out and buy a right-of-way and then not
10 build the project?

11 A. Yeah, it's possible that you might buy
12 an easement. Okay? And then you don't build the
13 project, and the easement would sort of
14 self-extinguish after a while, and the landowner
15 would keep the money.

16 Q. So you would -- the way these would be
17 deeded would it be conditional on whether you built
18 the project, the easement itself?

19 A. So I'll have to defer to my colleague
20 Deann Lanz about the actual like easement language,
21 but if we -- in other situations where we've, you
22 know, if we buy an easement and we don't use it, we
23 don't have an issue in keeping an easement that
24 we're not going to use.

25 Q. Sure. And I mean, you may never use

1 it, but does it stay on the books, or do you know?

2 A. No, when I say it's self-extinguishes,
3 we go get it off the books.

4 Q. So you go and deed it back to the
5 landowner?

6 A. Yeah, I don't know if deed is the right
7 word, but there's a process where you sort of -- I
8 guess you quit claim it or something like that.

9 Q. Right, I mean that's a type, a quit
10 claim would be a type of deed to send it back.

11 A. Okay.

12 Q. You've done that yourself? I mean, do
13 you know, do you have personal knowledge that the
14 company has done that in the past?

15 A. Oh, yeah, yeah, yeah, yeah.

16 Q. And they expected nothing in return?

17 A. Well, it's not just that they'd expect
18 nothing in return, I mean you put it in the language
19 that they don't -- they're under no obligation. I
20 mean we put it in writing.

21 Q. No, what I'm saying, though, is do you
22 require the landowner to buy that easement back?

23 A. Oh, absolutely not. No, no, no, no.

24 Q. Okay. So it's a gift essentially?

25 A. Yeah, sort of, yeah.

1 Q. And so the -- now as far as -- what
2 about a scenario, go a step further and do this, is
3 it possible that you would go out, buy easements,
4 get some hard assets in place in terms of
5 construction, and then walk away from -- walk away
6 from construction long term?

7 A. So you mean partially build the
8 project?

9 Q. Yeah.

10 A. Well, we've agreed with Staff that we
11 wouldn't start construction until the project was
12 fully financed, and you can be absolutely certain
13 that nobody is going to finance a project unless
14 they know it can all get built. So your financing
15 agreements will have contingency amounts in them.
16 They'll want to see the fixed price contracts with
17 GE and PAR Electric, or whoever the equipment
18 supplier is, that say they'll deliver this on date
19 certain and if they don't, they'll pay liquidated
20 damages for every day that they're late and so on.

21 So the two big sort of pieces to this
22 that I think you can take some comfort in is the
23 financing requirement of -- that we've agreed to,
24 and the way that the mechanics of the project
25 financing. Like people don't -- nobody is going to

1 give you like a billion dollars to kind of get going
2 on this in the hope that you find the rest in order
3 to finish building it.

4 Q. I understand that, but I mean you're
5 literally going to have all cash on hand that you
6 need to complete the project before you start?

7 A. Yeah. So typically, you wouldn't draw
8 down all the cash at once because then you'd be
9 paying interest on money that you weren't using, but
10 you have a standby commitment from a bank and equity
11 partners that say hey, as I send you draws under the
12 construction contract, you are obliged to put in
13 money.

14 Q. Okay. But those equity partners, they
15 may be exposed in some other business, right?

16 A. Typically, they will set aside money
17 for this just as -- or it's called an allocation
18 process.

19 Q. So they could put cash in hand at the
20 beginning? I mean, the problem is this, this is
21 what I'm getting, there's no free lunches and there
22 are no true guarantees. We've all had projects --
23 I've had never a billion dollar project, but I've
24 had small projects in my life where I said okay,
25 this is going to happen, and then the money isn't

1 **there, and there's a chance that could happen in**
2 **your project, isn't there?**

3 A. So are you talking about a global
4 financial meltdown or something?

5 Q. Well, I mean it's possible but it could
6 be something less than that even. I mean it could
7 be a regulatory change in the wind market, it could
8 be you used to have a partner that suddenly says you
9 know what, we see a better opportunity for our
10 capital. I mean are they contractually obligated?

11 A. Oh, absolutely, yeah. They're
12 contractual obligated to put in the money.

13 Q. And if they go broke, because they're
14 just broke, I mean you can't send people to prison
15 for debt in America, what would you do?

16 A. Well, these are not sort of
17 fly-by-night enterprises. These are like -- I mean,
18 people who invest in this thing are folks like John
19 Hancock and big pension funds, so I guess they could
20 go broke, but if you have a sound project, you're
21 going to continue to attract capital in the event
22 that somebody flakes out. But they're not -- you
23 would not enter into an agreement with somebody on
24 the hope that they're going to come up with the
25 money.

1 Q. Okay. I understand all that, but this
2 project will take a little while to build, right?

3 A. Yes.

4 Q. It won't be built overnight. It's not
5 like putting up a stick construction house or
6 something like that, right? And economic conditions
7 during that could change, correct?

8 A. Yes.

9 Q. And it's possible then that capital
10 would come out from under your project, isn't it?

11 A. I don't think so. I mean we'll have
12 agreements that say you have to put in the money and
13 they'll be with reputable parties that have credit
14 rating.

15 Q. Okay. I understand all that, but
16 you're saying there's no possible way it could get
17 sideways, the deal?

18 A. Like no way on earth?

19 Q. If you had those kinds of guarantees,
20 why would you be in this business at all? You
21 wouldn't be in a risky business at all if you could
22 make those kinds of guarantees, would you?

23 A. I don't understand if you could make
24 those kinds of guarantees.

25 Q. Well, if you have that kind of control

1 over time and space where you can say there's no way
2 that any of this could go wrong, I mean it's
3 normally not the way it works in business, normally
4 risk is commensurate to reward in both directions,
5 isn't it?

6 MR. ZOBRIST: Judge, I object, this is
7 argumentative. We're kind of getting beyond the
8 facts of the case and into etherial economic
9 probabilities.

10 MR. HADEN: This witness testified
11 multiple times during Mr. Agathen's questions from
12 his own sheets that there was a lot of risk in this
13 business. We saw 16 percent risk or success
14 estimate, so I don't think I'm saying anything too
15 crazy to say this is a risky business as part of a
16 setup to a question.

17 JUDGE BUSHMANN: I think you're within
18 the scope, I also think you're getting toward
19 argumentative and covering the same territory over
20 again. So if you want to continue the questioning,
21 then I would get to the question.

22 MR. ZOBRIST: I would say where all due
23 respect, if you want to get into the details of the
24 HC document, we probably ought to go in camera.

25 MR. HADEN: I agree. I apologize for

1 that. I don't think I hit any of the big, big
2 points. Sorry about that, Mr. Zobrist. I do track
3 your point on that.

4 THE WITNESS: So recall that in those
5 discussions, you know, we were talking about
6 different stages in the project. A project like
7 this is risky on day one when you sort of think of
8 it, and it's at its least risky point when it's
9 brand new and operated and commissioning. It
10 becomes dramatically less risky once the regulatory
11 permits are in place and the project is financed.
12 Once a project is financed, then you're down to the
13 construction risks. And so the probabilities that
14 we talked about before do not apply to the
15 construction and subsequent operation of a line.

16 Q. (By Mr. Haden) I understand that, but
17 this is what I'm trying to get clear. It's one
18 thing if you say we have ten million dollars,
19 whatever the number is, ten million, one billion
20 dollar project, whatever it may be, when you say we
21 have one billion dollars cash money in the bank that
22 we're not going to use to build the project, that's
23 one thing, that is you already have cash allocated,
24 and so it's relatively riskless that your financing
25 will fall through, you've may not make money on the

1 back end but you've got the money on the front end
2 to build.

3 But what I heard you say earlier, I
4 think, is that that's not the way this would work
5 because you have allocations come through from
6 equity partners, investigators, as you build, and
7 you're saying there's no risk even in that scenario
8 or in that setup that you would get to a point where
9 somebody says we're not sending another check. Am I
10 mischaracterizing your testimony?

11 A. So that's a very low risk scenario
12 simply because one does not enter into agreements
13 with financing parties that -- where everybody --
14 remember the bank is depending on equity
15 performance, equity is depending on the bank's
16 performance, so it's not just us at that moment in
17 time. General Electric or Siemens or PAR, whoever
18 that party is, they're depending on the performance
19 of the financing parties.

20 So these agreements are heavily
21 negotiated and they are only entered into by people
22 with significant amounts of capital. This is not,
23 you know, you used the analogy was of a house, it's
24 nothing like this.

25 Q. Well, I mean I understand, but I guess

1 could you speak then to the concern I articulated
2 earlier, and I'm sure you heard my opening comments
3 about what do you do if you get half way into a
4 project, you've got hard assets built, and then the
5 deal doesn't go forward? Is there an arrangement to
6 come take all that back off of the real estate or
7 will it just stay in place? It's skeletal remains
8 of a project that never went all the way.

9 A. So the question is what happens if we
10 half build it?

11 Q. Right. Well, more specifically,
12 because it's my client, what happens to landowners?
13 I understand your investors may be very cranky as
14 well.

15 A. Right.

16 Q. But what happens to landowners?

17 A. Yeah. So I think the first thing you
18 do is there's some value in that scrap metal, so you
19 could probably pay to get it out of there just on
20 the value of the metal alone. But I, you know, I'd
21 need to think through it, and then we do have
22 provisions that, you know, we excavate down to a
23 certain level and so on.

24 Q. Now, if your company became insolvent
25 and went away, I mean who is going to execute those

1 obligations? Who would take care of those
2 obligations?

3 A. The -- the obligations of -- are you
4 talking about the long term obligations to --

5 Q. Even a short term obligation. So in
6 other words, you half build a project, you've
7 littered the countryside with half-way there
8 construction, and your company puts four legs in the
9 air and its dead, who will come and clean up the
10 countryside on behalf of landowners when that
11 happens, if that happen? I hope it doesn't, but if
12 it happens.

13 A. Right. So what would happen, and what
14 does happen in those situations is you've got a
15 number of parties involved at that point in time
16 who've spent hundreds and hundreds of millions of
17 dollars or even billions of dollars, and they're
18 going to step in and they would have under the
19 agreements, the financing agreements, they would
20 have step-in rights that said hey, these guys aren't
21 performing, you know, you guys, because we went
22 bankrupt or whatever, you're not performing, you're
23 out, and they're taking over. That's what happens
24 in those types of situations.

25 Q. That happens every time in every kind

1 of corporate deal, corporate construction?

2 A. Well, first of all, I'm not aware of
3 half-built transmission lines or half-built
4 pipelines. Maybe there's some examples you could
5 point us to of projects that didn't -- of this
6 nature that didn't get finished.

7 Q. Well, I certainly -- I mean my
8 questions are for you. I do have personal knowledge
9 certainly of all sorts of projects, at least on the
10 merchant construction side of things. I mean we've
11 seen it in the ethanol business. Plaintiffs have
12 been half started and they sit there and nobody
13 finishes them, so that does happen to some projects.
14 I don't know specifically in the energy context.

15 I guess what I'm posing is that's not
16 an illogical possibility. So for example, is there
17 a cash fund on the front end that guarantees that it
18 gets cleaned up? Because you can see a fractional
19 change, for example in the cost of steel, where
20 there's certainly been times where it's not worth
21 tearing down buildings for the cost of steel you'll
22 get out of it in the metal markets. So I don't
23 think you can rely on that as a guarantee.

24 A. So I mean I guess I would say that
25 we're fully confident that if we start it, we're

1 going to finish it, and we think those conditions
2 that we've agreed to address that, but if it's
3 something that folks want to talk about, then -- to
4 get comfortable with, then we'd be willing to have
5 those discussions.

6 MR. HADEN: That's all I have, your
7 Honor.

8 JUDGE BUSHMANN: Recross by Missouri
9 Landowners?

10 MR. AGATHEN: No, your Honor.

11 JUDGE BUSHMANN: Redirect?

12 MR. ZOBRIST: Just a couple of
13 questions.

14 REDIRECT EXAMINATION

15 QUESTIONS BY MR. ZOBRIST:

16 Q. Mr. Skelly, you were asked a couple of
17 hours ago about whether you had Transmission Service
18 Agreements with any other entity. Do you have TSAs
19 with another entity?

20 A. Yeah, we do have a 50 megawatt
21 agreement with -- I think they're called Reality
22 [phonetic], so yes.

23 Q. Okay. And how much is that, did you
24 say already?

25 A. 50 megawatts.

1 Q. Okay. Now you were also asked about
2 the first mover advantages. How should the
3 Commission view the first mover rate that you
4 offered to MJMEUC in the context of your standard
5 rate?

6 A. I would think that they would look
7 favorably upon that, that we're going to save
8 Missouri residents of different MJMEUC participating
9 municipalities a lot of money over a very long
10 period of time, and for, you know, folks on fixed
11 income, a few bucks a month off your bill is, I mean
12 that's real money and it adds up. So that's how I
13 would hope they would think about it. And to the --
14 so we think it's advantageous and obviously MJMEUC
15 does as well.

16 Q. Mr. Agathen asked you about a statement
17 on page 18 of your direct where you stated Clean
18 Lines mission was to develop, build, and operate
19 transmission lines to facilitate the development of
20 renewable energy projects, particularly wind
21 projects, that would otherwise not be built, and he
22 suggested therefore there wasn't a need for the
23 projects. What is your response?

24 A. Well, I mean it's a simple fact that
25 if -- that if we build this line, then we'll open up

1 the possibility of a lot of new wind energy projects
2 getting built, and because the grid -- despite the
3 fact that the Southwest Power Pool invested, you
4 know, some billions of dollars in the earlier part
5 of this decade, those lines were filled up even --
6 really even before they were completed, so building
7 this line will enable new projects to get built.

8 **Q. Finally, you were asked a series of**
9 **questions about the benefits or detriments of**
10 **participant-funding of projects like Grain Belt**
11 **Express. What are the benefits of the**
12 **participant-funding in this model?**

13 A. Well, I think that the principle
14 benefit from a ratepayer perspective is that we bear
15 the risk, so if it costs us an extra 200 million
16 dollars because the price of steel went up, then
17 MJMEUC's tariff stays the same.

18 And if for whatever reason the project
19 doesn't go forward, there's no -- the ratepayers
20 don't pay for that, so we're creating effectively an
21 option at no cost to the ratepayers that customers
22 can avail themselves.

23 Normally the creation of options costs
24 money for those to whom the options benefits enure.
25 So we think it's attractive from that perspective

1 because again, the risk lies with the private --
2 with private investors, and not with -- I think you
3 could argue that private investors are better
4 positioned to take these types of risks than
5 ratepayers on fixed incomes.

6 **Q. Then finally, Commissioner Kenney asked**
7 **you about your experience in Iowa with the Rock**
8 **Island project. Does your experience in Iowa affect**
9 **your desire to continue in Missouri and across the**
10 **other three states with the Grain Belt Express**
11 **project?**

12 **A.** No, we know when we started the
13 company, and I think this is clear, we knew when we
14 started the company this was a long term proposition
15 and that it involved some risks, and that things,
16 you know, might not always go our way, but that's,
17 you know, that's -- you know, that's the way it
18 works in the private sector is you try to put -- put
19 projects together and if they work, then hopefully
20 that's a good thing, but if they don't, then they
21 don't.

22 **MR. ZOBRIST:** Nothing further, Judge.

23 **JUDGE BUSHMANN:** Thank you, Mr. Skelly.

24 You may step down. That concludes your testimony.

25 (Witness excused.)

1 MR. ZOBRIST: The next witness is Mark
2 Lawlor.

3 JUDGE BUSHMANN: While Mr. Lawlor is
4 coming up, as far as scheduling, we're not going to
5 go any later than say 6:00 tonight unless we're like
6 really close to getting somebody finished. So you
7 can make your plans accordingly.

8 MR. ZOBRIST: Thank you, Judge.

9 MARK LAWLOR,
10 having been called as a witness, was sworn
11 upon his oath, and testified as follows:

12 DIRECT EXAMINATION

13 QUESTIONS BY MR. ZOBRIST:

14 Q. Please state your name.

15 A. Mark Lawlor.

16 Q. By whom are you employed?

17 A. Clean Line Energy.

18 Q. And what is your position there?

19 A. I'm Director of Development.

20 Q. Mr. Lawlor, did you prepare in this
21 case direct testimony which has been marked as 115
22 and surrebuttal testimony which has been marked 116?

23 A. Yes, I did.

24 (Wherein, Exhibits 115 and 116 were
25 introduced.)

1 Q. (By Mr. Zobrist) Do you have any
2 corrections to either of those pieces of testimony?

3 A. No.

4 Q. If I were to ask you those questions
5 that are listed in both of those exhibits, would
6 your answers be as set forth there?

7 A. They would.

8 MR. ZOBRIST: Judge, at this time I
9 would offer Exhibits 115 and 116.

10 JUDGE BUSHMANN: Any objections?

11 MR. AGATHEN: I do, your Honor. Paul
12 Agathen for the MLA. My objections have been
13 typewritten in written form, distributed earlier,
14 marked as Exhibit 381, but designated as MLA
15 Objections 381. I would ask that those be made part
16 of the record, and I would just note that paragraphs
17 one and two have already been dealt with in an
18 earlier order which was issued by the Commission,
19 paragraphs three and four deal with new matter.

20 JUDGE BUSHMANN: Objections that are
21 designated as MLA Objections 381 are overruled.

22 MR. AGATHEN: I would ask that this be
23 made part of the record, your Honor.

24 JUDGE BUSHMANN: It will be included in
25 the docket of the hearing process.

1 MR. AGATHEN: Thank you.

2 JUDGE BUSHMANN: So Exhibits 115 and
3 116 are received.

4 MR. ZOBRIST: Thank you, Judge. I
5 tender the witness for cross examination.

6 JUDGE BUSHMANN: First cross is by
7 MJMEUC.

8 MR. HEALY: No questions, your Honor.

9 JUDGE BUSHMANN: Wind on the Wires?
10 (No response.)

11 JUDGE BUSHMANN: Infinity Wind Power?

12 MS. PEMBERTON: No questions, Judge.

13 JUDGE BUSHMANN: Renew Missouri?
14 (No response.)

15 JUDGE BUSHMANN: Economic Development?

16 MR. BEAR: Your Honor, we'll waive
17 cross examination of this witness. Also for the
18 record, to move things forward, we will waive cross
19 examination on the remainder of Grain Belt's
20 witnesses.

21 JUDGE BUSHMANN: Thank you.

22 MR. BEAR: And I'd ask your permission
23 to be excused in order to attend to another matter
24 for the Department.

25 JUDGE BUSHMANN: You are excused.

1 MR. BEAR: Thank you, sir.

2 JUDGE BUSHMANN: MIEC?

3 (No response.)

4 JUDGE BUSHMANN: Commission Staff?

5 MR. JOHNSON: Yes, thank you, Judge.

6 CROSS EXAMINATION

7 QUESTIONS BY MR. JOHNSON:

8 Q. Mark Johnson on behalf of the
9 Commission Staff. Good afternoon, Mr. Lawlor.

10 A. Good afternoon.

11 Q. This transmission line as proposed in
12 Grain Belt's application will go through eight
13 separate Missouri counties, is that correct?

14 A. Correct.

15 Q. And those counties would be Buchanan,
16 Clinton, Caldwell, Carroll, Chariton, Randolph,
17 Monroe, and Ralls Counties?

18 A. Correct.

19 Q. Would you agree that in each of those
20 counties Grain Belt line will cross county roads and
21 highways?

22 A. It is most likely they will, yes.

23 Q. Okay. And the company would be
24 required to get consent from the county commissions
25 of each county prior to commencing construction?

1 A. Correct.

2 Q. Has the company received ascent from
3 all eight of the counties?

4 A. We have, at least at one point in time,
5 with one exception being the Caldwell County, which
6 was deemed by the courts to have been improperly
7 issued due to notification issues.

8 Q. And just to clarify, you currently do
9 not have ascent from the county commission of
10 Caldwell County?

11 A. Correct.

12 Q. Is there any other counties where there
13 may be litigation regarding the county ascent?

14 A. Yes.

15 Q. Which county would that be?

16 A. Monroe County there's pending
17 litigation right now.

18 Q. Have any counties rescinded their
19 ascent?

20 A. Some counties have taken various
21 actions, not all of which I would say are -- are
22 necessarily rescinded, but they've taken various
23 approaches to either reconsideration or rescinding
24 or taking a hold until this Commission rules on the
25 case.

1 MR. JOHNSON: No further questions.

2 Thank you.

3 JUDGE BUSHMANN: Rockies Express?

4 MS. GIBONEY: No questions, Judge.

5 JUDGE BUSHMANN: Show Me Landowners?

6 MR. LINTON: Thank you, your Honor.

7 CROSS EXAMINATION

8 QUESTIONS BY MR. LINTON:

9 Q. Good afternoon.

10 A. Good afternoon.

11 Q. So I understand you're the guy to
12 answer the questions about the MJMEUC TSA.

13 A. I can try.

14 MR. LINTON: Okay. Now this is marked
15 as confidential, do we have to go in camera?

16 MR. ZOBRIST: I guess it depends on
17 what the questions are, but we may.

18 Q. (By Mr. Linton) All right. Turn to
19 your Schedule MOL-1.

20 JUDGE BUSHMANN: Are we going to be
21 asking questions about the contents of a
22 confidential document?

23 MR. ZOBRIST: You're going to go
24 through the provisions?

25 MR. LINTON: Yeah.

1 MR. ZOBRIST: We probably ought to go
2 into in camera.

3 JUDGE BUSHMANN: Those in the audience
4 who are not supposed to be here, you'll need to step
5 out and we'll let you know when we're back in public
6 session.

7 (REPORTERS NOTE: At this point an
8 in-camera session was held which is contained in
9 Volume 11 - Pages 300-304.)

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1 (REPORTERS NOTE: Back in open session.)

2 JUDGE BUSHMANN: You may proceed.

3 MR. LINTON: Thank you.

4 Q. (By Mr. Linton) At page two of your
5 surrebuttal testimony, line 25, you're talking about
6 the economic development cost benefit analysis and
7 you say however, here there are no opportunity costs
8 in Missouri -- in the Missouri economy for building
9 the project.

10 Are you saying there that there are
11 absolutely no possibilities, there are no economic
12 conditions under which the landowners in the state
13 could engage in economic development activities,
14 either improving their farms, running businesses on
15 their farms that this line would not prohibit?

16 A. No, that's not what my testimony says.
17 I was referring to Staff's testimony specifically
18 and responding to their issue of opportunity costs,
19 so I was not replying to the question you just asked
20 me.

21 Q. Okay. So there are opportunities
22 that -- there are potential opportunities under
23 certain economic conditions that a landowner,
24 farmer, rancher, someone might experience that this
25 line could prevent them from engaging in that

1 **economic opportunity?**

2 A. I can't really say without more details
3 of the scenario.

4 Q. It's kind of ironic, but nobody -- no
5 farmer/rancher could put a wind turbine on their
6 land right under the -- under the line, correct?

7 A. Not in the easement, but otherwise,
8 outside of the easement, they can certainly do
9 whatever they wish to do.

10 Q. If the line crossed through an area
11 where it was possible to put in and impound water to
12 develop an irrigation system, that would be
13 something that this line would prohibit in the
14 future?

15 A. No, not necessarily.

16 Q. If they wanted to drill for oil, this
17 line would prohibit that?

18 A. No, only -- only in the easement area,
19 but outside of that, they can do whatever they wish.

20 Q. But in the easement, it would restrict
21 their activities?

22 A. For oil drilling, certainly, yeah.

23 Q. Anything that had a certain elevation
24 to it, a certain height to it, would be prevented
25 from this?

1 A. I can't speculate on that, but the
2 examples you provided would count.

3 Q. Okay. At page eight of your
4 surrebuttal, lines five through nine, you state that
5 MJMEUC has a specific need for this project and has
6 fully incorporated the agreement into their future
7 power supply.

8 A. Yeah.

9 Q. Is that -- do you see that?

10 A. I do.

11 Q. If the City of Kirkwood entered into --
12 had a specific need that they wanted power from
13 Kansas City Power & Light Company, and had fully
14 incorporated that -- an agreement to take power from
15 Kansas City Power & Light Company and wield it in to
16 them via a new transmission line, would that be
17 evidence of a need that needed to be supplied?

18 A. I don't think I understood the
19 question. Can you state that again?

20 Q. Okay. If the City of Kirkwood wanted
21 to execute a contract, a Transmission Service
22 Agreement contract, with Kansas City Power & Light,
23 and wanted them to build a transmission line from --
24 from the Kansas City area to the City of Kirkwood,
25 to buy wind power, would that be a need -- would

1 that be evidence of need for this Commission to
2 consider?

3 A. I -- I can't really speculate on that,
4 but typically, you don't build a transmission line
5 across the state for a municipality of that size. I
6 mean there's just too much speculation for me to
7 say.

8 Q. Okay. That's all the questions I have.
9 Thank you.

10 JUDGE BUSHMANN: Cross by Farm Bureau?

11 CROSS EXAMINATION

12 QUESTIONS BY MR. HADEN:

13 Q. It's Brent Haden for Farm Bureau. Mr.
14 Lawlor, you've been involved in the ground game in
15 terms of talking with landowners about what to
16 expect with the project, is that right?

17 A. Yes.

18 Q. And have you gone -- in Kansas, when
19 the project came through Kansas, did you actually
20 personally get involved in negotiations there with
21 landowners?

22 A. Yeah, in part. It wasn't my primary
23 duty, but yes, I was involved in a number of those.

24 Q. Did you do some of those face-to-face,
25 at the kitchen table, with farmers or ranchers

1 **there?**

2 A. We had someone that primarily did that,
3 but I was involved if an issue came up to get into
4 the conversation.

5 Q. And did you deal there ever with issues
6 in terms of routing of lines, in terms of where they
7 would run on a property?

8 A. Certainly, yeah.

9 Q. What sort of obstacles or concerns did
10 landowners there have when it came to the routing of
11 the actual lines across their property?

12 A. They're typical of any state. Where
13 the line would be located, structure placement
14 within the right-of-way, land use, compatibility.
15 The standard laundry list. There's a lot.

16 Q. Do you have -- did you -- is there of a
17 place in Kansas where you rerouted the way you were
18 going to lay your line based on a landowner concern?

19 A. Yes.

20 Q. Do you have internally any guidance on,
21 you know, as a percentage, or -- as a percentage of
22 the acreage or percentage of cost of the overall
23 project what your margin is in terms of give as
24 relative to the cost to move lines around or to make
25 arrangements for those landowners?

1 A. We don't employ a formula. We employ a
2 case-by-case analysis of each situation, and in many
3 cases we make adjustments, costs, could turn
4 structures in, increase length, and incur most costs
5 in order to address a concern by a landowner, so
6 there are many, many instances in Kansas, Missouri,
7 Illinois, all of the states where we've made
8 modifications that we wouldn't have made on economic
9 reasons, but we did it because they were in response
10 to landowner specific concerns.

11 **Q. Now, in Missouri you've done that**
12 **perspectively from negotiations you've already had,**
13 **or --**

14 A. Yes, we've done that and we expect to
15 continue to do that.

16 **Q. Have you acquired any actual**
17 **right-of-way in Missouri at this point?**

18 A. We have.

19 **Q. How many miles, do you know, linear**
20 **miles, I mean?**

21 A. I don't know the number.

22 **Q. What is the -- do you know what the**
23 **maximum distance, linear distance, you've rerouted**
24 **the line for a landowner has been?**

25 A. Not exactly. A couple of -- you know,

1 we made adjustments that, you know, span from one
2 point to another over a couple of mile, but maybe it
3 will only increase the length by, you know, half a
4 mile. But it's really individually specific to the
5 situation.

6 Q. Do you have any -- is there any spec or
7 any engineering spec in terms of pole spacing along
8 the line in terms of how much distance you can give
9 one way or the other on the -- let me be clear on
10 that because that's maybe a little confusing.

11 I mean, do you have a written spec that
12 says every X feet we have to have a pole or is there
13 some flexibility?

14 A. There's typically a range, depending on
15 a set of variables, topography and other factors.
16 It's not a set exact number of feet between poles,
17 no.

18 Q. Okay. So just so I'm clear, though,
19 you don't know an exact dollar amount on any one of
20 these sites in any of these states that you can say
21 all right, we kicked in an extra X hundred thousand
22 dollars or X ten thousand dollars to make this right
23 for a landowner?

24 A. Not off the top of my head, but I know
25 we've made many just in Missouri that are six figure

1 routing changes. I know we made one in Chariton
2 County that's probably going to be north of a
3 million dollars. It would be to turn structures, et
4 cetera, so it's not inconceivable that there would
5 be more, but I know just off the top of my head of
6 that situation where there's one north of a million
7 and several of them are six figure route changes.

8 **Q. And that's been in voluntarily purchase**
9 **situations obviously in Missouri, is that correct?**

10 A. These are many times with landowners
11 that we don't even have an easement with.

12 **Q. What do you mean? Explain that to me.**

13 A. Well, when someone comes to us, we have
14 a proposed route, and they want to make a change or
15 an adjustment, we'll do that, regardless of whether
16 or not we've signed an easement with them yet.

17 **Q. So just -- so they can be on the list,**
18 **you don't have any arrangement in place, but you've**
19 **gone ahead and put in this into your plan, is that**
20 **what you're telling me?**

21 A. No. We have a proposed route in
22 Missouri, and our line study addresses this, and so
23 if a landowner comes to us and says I have land on a
24 proposed route, but I'd like to see this change
25 made, then we'll sit down and review it and make the

1 changes where we can.

2 Q. And are you rerouting all the way
3 around them or are you just moving different places
4 on their property?

5 A. Again, it varies by circumstance. A
6 lot of them are minor, what we call micro siting,
7 you know, move ten or hundreds of feet this way or
8 that way, or instead of having a turn structure
9 here, slide it back over here, so it just depends.

10 Q. Well, you know, I understand, and I
11 understand it depends, but in terms of there are
12 also ones I assume that are major re-sitings, is
13 that right? Or do you have anything that's not
14 micro siting that just deals with these ten to a
15 hundred feet type of adjustments?

16 A. Yeah, if you look at the addendum to
17 the Routing Study attached Jay Puckett's testimony,
18 one of his schedules, it outlines the 16 route
19 adjustments that we made since the filing of our
20 2014 case, and so there's an example of just some of
21 what we expect to be more route changes that we made
22 that were brought to us by landowners who said hey,
23 I'd like to see a change here for this reason or
24 that reason and we've done so.

25 Q. Have you told anybody no when they've

1 **asked for a change?**

2 A. Rarely. Sometimes there's a -- they're
3 not made possible, engineeringly possible to do. We
4 have to follow routing criteria, and, but for the
5 most part we've been very flexible in addressing
6 their concerns because generally people don't come
7 to say just move it off my land, they say why don't
8 you move it over here to this edge of the field
9 where, you know, I'm not farming that place and put
10 a structure there because it's not in my tilled
11 ground, and those are very reasonable things that we
12 commonly accommodate.

13 Q. **If you received the power of imminent**
14 **domain though from the Commission as part of the**
15 **Missouri statutes, would that continue, or is that**
16 **the point where you're going to cut it off and say**
17 **no, we're not going to do it?**

18 A. Well, I don't know what you mean
19 receive the power of eminent domain.

20 Q. **You understand it's part of what the**
21 **hearing is about, right?**

22 A. No, I don't. I wouldn't agree that
23 this is -- the Commission does not issue an order
24 that gives us the power of eminent domain. That's a
25 separate legal proceeding in state court.

1 Q. But a CCN is essential for that, isn't
2 it, for you to have that power? To exercise that
3 power, you have to go to court and pay, but a CCN is
4 essential for you to use that power, isn't it?

5 A. It could be used as a power to justify
6 the eminent domain proceeding, but it is not in my
7 view a requirement, so I don't -- I don't need a CCN
8 as an eminent domain certificate.

9 Q. Back to the question, one way or the
10 other, I mean if you -- because you haven't used
11 eminent domain anywhere in Missouri yet, is that
12 correct?

13 A. No, we haven't.

14 Q. And you have used it in some other
15 states, is that correct?

16 A. No.

17 Q. You've never used the power of eminent
18 domain in any state you've worked on in any of your
19 projects?

20 A. No.

21 Q. So in Kansas -- is that because you
22 just haven't acquired the rights-of-way definitively
23 yet, even in Kansas, is that fair?

24 A. We have not completed right-of-way
25 acquisition in Kansas.

1 Q. Have you acquired any rights-of-way
2 there?

3 A. Yes.

4 Q. And they've all been voluntary?

5 A. Yes.

6 Q. So nowhere you haven't had a court
7 proceeding on a single piece of property in Kansas
8 at this point?

9 A. No.

10 Q. Do you plan to eventually, or do you
11 anticipate that you will, I guess?

12 A. I certainly hope not, no. Our goal, as
13 set forth in everything we do and what we've put
14 down here, is do everything we can to negotiate with
15 landowners, reach agreeable terms, compensation,
16 even route adjustments as necessary, and here in
17 Missouri we've taken it a step further, where we
18 said, you know, even if we can't get to agreement on
19 the terms, we'll go to arbitration, avoid costs,
20 time and effort, to, you know, figure out, you know,
21 compensation, so our hope here in Kansas -- or in
22 Missouri is the same as in Kansas where we don't
23 have to, you know, go down that road, and I think
24 agreeing to arbitration will go a very long way in
25 keeping us from ever having to take that option.

1 **Q. Could you make a pledge that you just**
2 **won't do it?**

3 A. Our pledge is that we will do
4 everything we can to not have to go down that route,
5 but as Mr. Skelly said, you know, if you build a
6 transmission line or any infrastructure project of
7 this size and magnitude, that's not a logical
8 condition to agree to.

9 **Q. Why is that?**

10 A. Well, there's a number of scenarios
11 that are really unforeseen or may be foreseen, but,
12 you know, you could have a parcel of ground where
13 there is 12 owners and 11 agree and one doesn't, and
14 there's nothing else -- there's no other option to
15 get an easement but through that, or there's a cloud
16 on the title that requires you to file an eminent
17 domain proceeding or else you can't acquire the
18 easement. There's a lot of different scenarios
19 where it's just a necessity of infrastructure,
20 utility projects. It's something we try to avoid,
21 but it's not completely avoidable all the time.

22 **Q. At this point on the projects that -- I**
23 **know you're working on multiple lines and in**
24 **multiple states, how many miles have you acquired?**
25 **A rough estimate, I know you won't know to the mile.**

1 A. I don't know the miles, but I know
2 there's more in Kansas and Missouri, but I can't say
3 for sure.

4 Q. You don't have a rough estimate even?
5 You haven't used eminent domain on any of those
6 acquisitions in any of the states you've worked in?

7 A. No, sir.

8 Q. Okay.

9 MR. HADEN: That's all I have.

10 JUDGE BUSHMANN: Missouri Landowners?

11 MR. AGATHEN: Thank you, your Honor.

12 CROSS EXAMINATION

13 QUESTIONS BY MR. AGATHEN:

14 Q. Mr. Afternoon, Mr. Lawlor.

15 A. Good afternoon.

16 Q. Were you the person primarily
17 responsible for securing the county franchises?

18 A. Yes, I was one of them.

19 Q. And you secured those franchises at
20 public hearings with the county commissions in each
21 of the eight counties in question, right?

22 A. Correct.

23 Q. That would have been during calendar
24 year 2012?

25 A. That sounds right.

1 Q. And so those franchises were secured
2 well before any of the open house meetings where you
3 invited the public to learn about the line, is that
4 right?

5 A. Well, they were secured -- we had
6 meetings, not the open house meetings, but we had
7 roundtable and other community meetings prior to
8 that.

9 Q. So the answer to my question, you had
10 secured the franchises before you held any of the
11 open house meetings for the general public?

12 A. Oh, the open house? Yeah, we did,
13 correct.

14 Q. In fact, when you secured the
15 franchises in 2012, the landowners whose property
16 ended up being on the right-of-way hadn't even been
17 notified about your proposed line, had they?

18 A. We didn't have a route identified.
19 That's what the open houses were for is to help us
20 identify the route.

21 Q. So those who ended up on it were not
22 notified, right?

23 A. Notified of what?

24 Q. When you secured the franchises in
25 2012, the property owners had not been notified that

1 **this line would be on their property?**

2 A. When we secured the franchise, the
3 landowners, yeah, we didn't have a route identified
4 at that point.

5 **Q. Did you have alternative routes?**

6 A. No, that's what the open house meetings
7 were for was to develop alternative routes and
8 ultimately through iterations of those meetings
9 identify a proposed route.

10 **Q. When you went in for the franchises,**
11 **you had not identified any alternative routes at**
12 **that point?**

13 A. No.

14 **Q. In any of the meetings -- strike that.**
15 **In any of the material that you**
16 **distributed to community leaders at the roundtable**
17 **meetings, was there any mention at all of need for a**
18 **county franchise?**

19 MR. ZOBRIST: Judge, I'm going to
20 object to this line of questioning because it's not
21 really relevant for the factors that this Commission
22 has to consider. This Commission has no
23 jurisdiction over Section 229.100 and the county
24 ascents, so I don't understand why this line of
25 questioning is relevant to this proceeding.

1 JUDGE BUSHMANN: What's your response,
2 Mr. Agathen?

3 MR. AGATHEN: I think it is, your
4 Honor. Grain Belt has generally made the argument
5 that all of its dealings with landowners have been
6 up front, transparent, in good faith, et cetera, and
7 the point I'm trying to get to here is that they
8 went in and secured the franchises without even
9 notifying the landowners of the fact that they were
10 doing so.

11 MR. ZOBRIST: Judge, and there is no
12 requirement under Section 229.100 that relates to
13 landowners. It's a county road crossing statute.
14 It deals with the relationship that the entity that
15 seeks to build the infrastructure and the county
16 commission.

17 JUDGE BUSHMANN: The Commission's legal
18 authority to issue a CCN is one of the issues the
19 parties identified, so I'm going to overrule the
20 objection.

21 Q. (By Mr. Agathen) You want me to repeat
22 the question?

23 A. I think I recall it. When we went to
24 the counties for the 229.100 ascent, all of them,
25 one of them, maybe not exactly to the letter of the

1 law, issued notice in publications that -- well,
2 first of all, that we had multiple meetings with the
3 county commissions, they were all public meetings,
4 the commissions notified the public that they were
5 going to, you know, vote on the county crossing
6 ascents, and they were known by a large number of
7 the public. But again, these were not to -- these
8 are basically a crossing permit that you might
9 secure with any utility right-of-way --

10 **Q. I think you're answering a question**
11 **that I didn't ask you yet. We'll get to that. In**
12 **any of the material that you distributed to**
13 **community leaders at your roundtable meetings, was**
14 **there any mention at all of the need for a county**
15 **franchise?**

16 A. I don't recall it was in the materials,
17 but I do recall it was a topic of conversation at
18 many of them.

19 **Q. Did you mention the need for a county**
20 **franchise in any of the material that you**
21 **distributed at the open house meetings for the**
22 **general public?**

23 A. Any material?

24 **Q. Yes.**

25 A. Not that I recall. These were -- most

1 of those were conversations.

2 Q. Did you publish any kind of a notice to
3 the public, such as in a newspaper, telling people
4 about any of the meetings with the county
5 commissions regarding your request for franchises?

6 A. The counties did that notification in
7 the newspaper.

8 Q. They did not do that in the newspaper,
9 did they?

10 A. Yeah, the counties are required under
11 Sunshine Law to post meetings -- or post the topics
12 of their meetings in --

13 Q. Right at the door of their courthouse,
14 right?

15 A. My understanding is that they typically
16 do that in the local publications, but I don't know
17 every county's --

18 Q. Do you have any evidence that any
19 county did that?

20 A. I believe in our Caldwell and Monroe
21 County cases the issue of publications were in the
22 paper.

23 Q. After the fact? The newspaper
24 published the fact that at Meeting X at he county
25 commission did this, that, and the other?

1 MR. ZOBRIST: Judge, I'm going to
2 object. I mean this has nothing to do with the
3 legalities of this Commission issuing a CCN either
4 with or without these 229.100 consents. Getting
5 into questions with a company witness as far as the
6 obligations of the county commission to give notice
7 is not relevant.

8 JUDGE BUSHMANN: It's open cross and he
9 can answer that he does know or if he doesn't know,
10 so it's overruled.

11 THE WITNESS: I know that the counties
12 are responsible under Sunshine Law to notify the
13 public of decisions they're about to make.

14 Q. (By Mr. Agathen) Did you publish any
15 kind of newspaper notice?

16 A. We are not required --

17 Q. Let me finish the question.

18 A. Go ahead.

19 Q. Did you publish any kind of newspaper
20 notice telling people that we are about to try and
21 secure a franchise to put electric lines across the
22 property of this county?

23 A. It was not our obligation to notify the
24 public, and we didn't have a route in which to tell
25 people where the route would be.

1 Q. Do you remember my question?

2 A. Yeah, I feel like I just answered it.

3 Q. So did you or did you not publish a
4 newspaper notice?

5 A. Did not.

6 Q. Thank you. You published over 80
7 different newspaper notices about different
8 meetings, though, didn't you?

9 A. That sounds right.

10 Q. But not the one that you were securing
11 the franchise?

12 A. Again, that's because they are not
13 required to be done. This is -- we wouldn't do that
14 when we ask the, you know, for a permit from the
15 pipeline company or the cable company. There's no
16 reason to publish that in the newspaper.

17 Q. Don't you think people might have been
18 interested?

19 MR. ZOBRIST: Objection, argumentative.

20 JUDGE BUSHMANN: Sustained.

21 Q. (By Mr. Agathen) On a different
22 subject, approximately how many times has the 2014
23 Grain Belt case here that you or someone else with
24 Grain Belt had any contact with Mr. Wilcox?

25 A. Wayne Wilcox?

1 Q. Yes. The witness for Grain Belt in
2 this case.

3 A. I couldn't give you a number. Many.

4 Q. And in contrast, have you spoken even
5 once with Mr. Hibbard, who is a commissioner for the
6 Ralls County Commission?

7 A. Yes, several times.

8 Q. Personally?

9 A. Yes.

10 Q. When?

11 A. Open house meetings. I know he was at
12 our last local -- I believe he was at our last
13 public meeting that we had in Ralls County.

14 Q. Which was when?

15 A. Maybe June of '16. I seem to have had
16 a conversation with him in Hannibal, I recall, so
17 two or three times that I can recall.

18 Q. Two of the original franchises granted
19 you permission to use certain of their county roads,
20 correct? Ralls County and Randolph County?

21 A. Can you say the question again?

22 Q. Sure. Isn't there a provision in the
23 franchises from Ralls County and Randolph County
24 which says you are allowed to use certain of our
25 roads, or county roads?

1 A. I don't have the copies in front of me,
2 but --

3 Q. You originally provided in discovery in
4 the first case copies of your franchises that you
5 had secured from the counties, right?

6 A. I seem to recall seeing those, yes.

7 Q. I'm going to hand you a document, this
8 one dealing with Ralls County's franchise, and ask
9 you if it does not say there in Section 1: County
10 grants constructor permission to build and maintain
11 utility lines over the ground surface only of
12 certain of the county public roads and connected to
13 rights-of-way in Ralls County, right?

14 A. Yeah, that's what it says.

15 Q. And then it also says: County grants
16 constructor permission to access to build and
17 maintain utility lines over the ground surface only
18 of certain of the county public roads and connected
19 rights-of-way in Ralls County, correct?

20 A. It says that, yeah.

21 Q. And then in the franchise document from
22 Randolph County, does it essentially say the same
23 thing?

24 A. Yes, I would agree.

25 Q. Since those two counties issued you

1 franchises, have you come to agreement with them in
2 any other document as to which specific roads you
3 can use?

4 A. No, we have not.

5 Q. You're familiar with the testimony in
6 this case from Mr. Wilcox, right?

7 A. Generally.

8 Q. Do you recall that at page six of his
9 direct testimony, beginning at line six, Mr. Wilcox
10 states as follows: Grain Belt Express will have to
11 come back to the Commission with the specific roads
12 it intends on using and we will fill in the other
13 details of the agreement at that time? Do you
14 recall that?

15 A. Subject to check, I don't disagree he
16 said that.

17 Q. Thank you. Do you concur with Mr.
18 Wilcox that you will have to go back and agree on
19 which roads to use?

20 A. I think you showed me Buchanan and
21 Ralls County, isn't that right, the two counties
22 that you just showed me?

23 Q. Randolph and Ralls.

24 A. Okay, I'm sorry. Then yes, again, the
25 point of the 229.100 statute is to ensure that the

1 county is aware where utilities cross their
2 rights-of-way, and it goes on to say that if they're
3 compliant with county engineering, you know, road
4 supervisor requirements, then, you know, that's the
5 point of these, so once we have the route finalized,
6 we'll provide the sort of design specifications for
7 that crossing.

8 **Q. And you'll go back then to the county?**

9 A. We'll go back to the county. We'll
10 also enter into a road agreement, which is sort
11 of -- I think what probably got morphed into one
12 document there is our requirement to do the 229.100
13 ascent is one thing. That's more of a crossing
14 permit, so we also voluntarily agreed to enter into
15 a road agreement with the counties that specifies
16 the roads that will be used, you know, traffic flow,
17 et cetera, and, of course, any sort of damage that
18 we make whole for, so we'll do surveys before and
19 after of the roads and be responsible for any impact
20 to them. So those are two different things that
21 looks like got inserted into the same agreement.

22 **Q. They got inserted because you did join**
23 **them together in one document when we asked you for**
24 **the franchises, that's what we got?**

25 A. Well, that's what the commission put

1 together.

2 Q. On a different subject, a part of your
3 job with Grain Belt is to secure support in Missouri
4 for the proposed line, is that correct?

5 A. I agree, I missed the first part.

6 Q. On a different subject, part of your
7 agreement, part of your job, excuse me, with Grain
8 Belt is to secure support in Missouri for the
9 proposed line?

10 A. Yes.

11 Q. And that would involve attempts to
12 obtain letters of support for the project from
13 various people?

14 A. Yeah, it could include that.

15 Q. As one example, you were directly
16 involved in the efforts of Grain Belt to persuade
17 Former Governor Nixon to express his support for the
18 line, is that correct?

19 A. Well, that wasn't an effort for a
20 letter of support. That was just -- those were a
21 series of informational meetings to get the
22 administration familiar and comfortable with the
23 project.

24 Q. And to get their support for the
25 project?

1 A. Yeah, in part. Once they were familiar
2 with the project, that came with it.

3 **Q. You were at every meeting actually with**
4 **the governor and the governor's staff, were you not?**

5 A. Yeah, yes.

6 **Q. Did you compile various documents which**
7 **you gave to the Governor's Office as part of your**
8 **effort to get his support?**

9 A. I was part of compiling those
10 documents, yes.

11 **Q. And those were given to the governor's**
12 **staff at the outset of this negotiation, so to**
13 **speak, to secure this support?**

14 A. The purpose of the meetings were to
15 inform the administration of the project, and we
16 compiled documents, provided those to them, yes.

17 **Q. You provided us with copies of that**
18 **material, did you not?**

19 A. We did.

20 **Q. I'm going to hand you a very voluminous**
21 **compilation of documents and ask you if that's the**
22 **material that you and your team supplied to**
23 **Governor, Former Governor Nixon.**

24 A. Well, to the extent this is the
25 response to the data request that you asked for and

1 we provided, and assuming that's all here, I would
2 agree that this is probably the material.

3 Q. Thank you. Was it your intent to
4 provide the Governor and his staff material which
5 would be relevant to his decision about whether or
6 not to support the line?

7 A. Well, again, the purpose of the meeting
8 with the Governor was to inform him and his
9 administration of the project, the benefits it would
10 bring to the state, who those beneficiaries would
11 be, the study, the agreements that we have in place,
12 and what the delivery of energy in this project
13 would result in. So that was the purpose for the
14 material and the meetings.

15 Q. Is it fair to say that this material
16 consists of a totally biased one-sided view of the
17 pros and cons of the project?

18 MR. ZOBRIST: Objection, argumentative.

19 JUDGE BUSHMANN: Overruled.

20 THE WITNESS: I don't think I would
21 agree with that.

22 Q. (By Mr. Agathen) Okay. One document
23 it included was an Order exceeding 200 pages from
24 the Illinois Commerce Commission approving the Grain
25 Belt line in that state, right? That's what I've

1 got labeled as tab five there.

2 A. Subject to check, I would say yes,
3 that's what it is.

4 Q. And you also thought that the order
5 from the Indiana Commission might be relevant to the
6 Governor's decision, right, at tab six?

7 A. Subject to check, yes.

8 Q. And the Kansas Commission was also
9 important enough to include with this material,
10 right?

11 A. Yes, again subject to check, that looks
12 right.

13 Q. In fact, you included two orders from
14 Kansas, didn't you, tab seven and eight?

15 A. Yeah, there's two different processes
16 in Kansas, the utility status and then a line
17 certificate.

18 Q. But nowhere in all of that material did
19 you include the Order from this Commission which
20 rejected the line, did you?

21 A. No, these were included to show the
22 states that had already approved the project.

23 Q. I thought it was to give him an
24 unbiased, fair view of the overall pluses and
25 minuses of the line.

1 A. Well, those are your words. I said it
2 was an informational packet for the administration
3 to understand not only what we have accomplished in
4 this state but in other states.

5 Q. And what you accomplished in this state
6 was to get rejected but did not include that Order,
7 correct?

8 A. It's not in the binder.

9 Q. So the Governor and his staff were not
10 given the document in which this Commission found,
11 among other things, that it would be cheaper and
12 take less time to build a medium sized natural gas
13 plant in Missouri to achieve the same capacity
14 benefits of the project, that was not included,
15 right?

16 A. Well, if you're implying that the
17 administration wasn't aware of the previous
18 Commission decision, I think that would be wrong to
19 imply. They were fully aware.

20 Q. I'm not implying anything, I'm asking
21 you did you leave out the document from this
22 Commission's Order which included that provision?

23 A. They were aware of the Commission's
24 Order, we did not include it in the binder, but they
25 were obviously kept up on what's happening in their

1 state, yes.

2 Q. You didn't include this Commission's
3 Order, but you did provide the Governor with other
4 material from the 2014 case, didn't you?

5 MR. ZOBRIST: Judge, I think this is
6 getting cumulative. Now he's admitted that the
7 Governor knew of the Commission's order but it was
8 not included in the notebook.

9 JUDGE BUSHMANN: I'll sustain the
10 objection.

11 MR. AGATHEN: Actually I'm moving onto
12 a different subject, your Honor. I'm asking about
13 material other than the Order now at this point.

14 Q. (By Mr. Agathen) The question was, did
15 you include documents from the 2014 case other than
16 the Commission's order?

17 JUDGE BUSHMANN: All right. I'll allow
18 one more question. Go ahead.

19 THE WITNESS: I don't, I don't recall.

20 Q. (By Mr. Agathen) Looking at Tab 1,
21 didn't you include 53 pages of the direct testimony
22 in that case from Grain Belt witness David Perry?

23 A. Yes.

24 Q. But you didn't include the testimony
25 from Dr. Proctor which this Commission found to be

1 **more justified than what Mr. Perry put in, did you?**

2 A. Dr. Proctor's testimony in here? No,
3 it's not in here.

4 **Q. Why not?**

5 MR. ZOBRIST: Judge, I don't understand
6 the relevance of what Grain Belt Express did with
7 the former governor of Missouri and how that relates
8 to whether this Commission should issue a CCN.

9 JUDGE BUSHMANN: Your response, Mr.
10 Agathen?

11 MR. AGATHEN: I think it goes to the
12 whole attitude and the way they do business. If
13 this is an unbiased, fair presentation to the
14 Governor, great, but it's a one-sided biased view in
15 order to get the X Governor's support for the
16 project.

17 JUDGE BUSHMANN: I think you made your
18 point, why don't you move on to another topic.

19 MR. AGATHEN: Very well, Judge.

20 **Q. (By Mr. Agathen) How much has Grain**
21 **Belt spent in soliciting letters of support for this**
22 **line in trying to persuade people to intervene on**
23 **their behalf in this case?**

24 A. Other than our time to meet with
25 people, we haven't spent any money.

1 Q. How many PR firms or similar
2 organizations did Grain Belt hire after the 2014
3 case in an effort to drum up support for the line?

4 A. Well, I don't -- we don't have any PR
5 firms that go out and get letters of support. We do
6 that ourselves.

7 Q. Did you hire a PR firm called Soapbox
8 to help you?

9 A. I'm not familiar with Soapbox.

10 Q. I'm handing you an email from a Tony,
11 and the last name is spelled W-Y-C-H-E, from him to
12 Amy Kurt, who is Amy Kurt?

13 A. Amy Kurt, she's an employee of Clean
14 Line.

15 Q. And he says: Just wanted to let you
16 know that I sent in the following letter to the
17 Missouri PSCs signed by 20 businesses slash clean
18 energy leaders from across the state, correct?

19 A. Yeah, I wasn't responsible for -- I'm
20 not -- I wasn't responsible for working with that
21 individual.

22 Q. And the letter, the email, excuse me,
23 is dated September 29th of 2016.

24 A. Yeah, it looks like it, yep.

25 Q. And then at the last page, again it's

1 signed by Mr. Wyche, W-Y-C-H-E, and he's with
2 Soapbox, right?

3 A. Well, the letter is from a group of
4 Missouri business owners/investors who support the
5 project, so supporting -- yeah, so it looks like he
6 must have emailed it to the Commission, but that's
7 about as far as I -- that's about all I know about
8 it.

9 Q. But it is signed by Mr. Wyche with
10 Soapbox, correct, Soapbox?

11 A. That's what it appears.

12 Q. Soapbox ASPR dot com?

13 A. That's what it appears to say.

14 Q. You also hired the PR firm of David
15 Gardiner and Associates from Arlington, Virginia,
16 did you not?

17 A. Yes, we did. Yes.

18 Q. And you were involved in that? You
19 knew about it?

20 A. Yeah, indirectly.

21 Q. And they were hired to get support from
22 large corporations, right?

23 A. They were hired to help us connect with
24 corporate suppliers of -- corporations, Fortune 500
25 Companies, with a stated demand for renewable energy

1 and a presence in Missouri. They have a working
2 relationship with many of these companies, so they
3 helped us connect. I think they hosted a webinar
4 where we, Clean Line, presented to these Fortune 500
5 Companies, explained our project, the benefits it
6 would bring to Missouri and the region, so they
7 helped us connect with the right people, that
8 companies that ultimately signed on to the letter.

9 **Q. I assume they charged a fee for their**
10 **services.**

11 A. I assume they did too.

12 **Q. Did you use the law firm of Bryan Cave**
13 **in St. Louis to help you in soliciting the support**
14 **of the AARP?**

15 A. I am -- I don't believe this they were
16 responsible for that, no.

17 **Q. Were they involved in that effort?**

18 A. They could have been.

19 **Q. I'm going to hand you an email, appears**
20 **to be to J. Hardinbrook from AARP, Missouri,**
21 **correct?**

22 A. I -- I can't tell. It doesn't really
23 say to. It is not clear for me.

24 **Q. That's the name on it, though, right?**

25 A. There's a name on there, but I can't

1 tell what that means in the context of the document.

2 Q. And then it says on July 28th, 2016,
3 Lewis dot Mills from Bryan Cave dot com wrote, and
4 then there's the bulk of the rest of the email, is
5 that correct?

6 A. There appears to be a stream of emails
7 here.

8 Q. Certainly, Lewis Mills from Bryan Cave
9 is one of them, right?

10 A. Yeah, yeah, he's on the string, yep.

11 Q. And in the middle of the document it
12 says Mark Lawlor, a Clean Line Director of
13 Development, would like to give you a short
14 presentation about the project and benefits it will
15 bring for consumers in Missouri, is that correct?

16 A. Yeah, it says that.

17 Q. And that's signed then down at the
18 bottom by Lewis Mills of Bryan Cave Law Firm?

19 A. Yeah, it appears to be. The formatting
20 is a little weird, but yes.

21 Q. Did you hire the services of a lobbyist
22 named Jeff Roe with Axiom Strategies?

23 A. No, we hired an individual by the name
24 of Aaron Baker who works for Axiom.

25 Q. Same firm?

1 A. Well, I think Jeff Roe is a principle
2 or has some sort of ownership interest. He wasn't
3 the person we worked with.

4 **Q. Who did you personally work with?**

5 A. Aaron Baker.

6 **Q. I'm sorry?**

7 A. Aaron Baker.

8 **Q. And who was Mr. Baker hired to make**
9 **contact with?**

10 A. He helps -- he's from Northern
11 Missouri, has a lot of relationships in that neck of
12 the woods. He's helped us with, you know,
13 connecting with all sorts of folks, from landowners,
14 county officials, to local business leaders, a host
15 of different folks.

16 **Q. On a different subject, you attended**
17 **all the local public hearings in this case, did you**
18 **not, that were held by the commissioners?**

19 A. Yes.

20 **Q. Did you host a lunch or dinner for**
21 **Grain Belt supporters before those hearings?**

22 A. I think in some of them we did.

23 **Q. Was it true that some people who spoke**
24 **in favor of Grain Belt at those local public**
25 **hearings said they were being paid by their**

1 employers for the time that they spent there?

2 A. I don't have recollection of that.

3 Q. You didn't hear that from anyone at any
4 of those lunches or dinners?

5 A. That -- can you say that again? That
6 they did what now?

7 Q. That they were be being paid by their
8 employers for the time they were spending at the
9 local public hearings?

10 A. I don't recall them saying that, no.

11 Q. Did any of them tell you, do you recall
12 that they were told by their boss or foreman that
13 they should show up at the hearings?

14 A. I don't recall hearing that.

15 Q. Is it fair to say that if you're
16 successful here, the Grain Belt project will have a
17 fair market value in excess of the investment of the
18 line?

19 A. One more time, please.

20 Q. If you're successful here, the Grain
21 Belt project will have a fair market value in excess
22 of the investment of the line if you're able to
23 build it?

24 A. Oh, if it's constructed?

25 Q. Yes.

1 A. It's quite possible, yes.

2 Q. **It's almost a certainty, is it not?**

3 A. Well, kind of depends on who's asking
4 and who's calculating.

5 Q. **Handing you a copy of a data request**
6 **that was sent to you, ML-55, and I'd ask you to read**
7 **in the portion of your response that I've**
8 **highlighted there.**

9 A. So I'm just trying to get the context
10 here. This is regarding Missouri Tax Commission.
11 Okay. So it says once the project is operational,
12 it's reasonable to assume it's worth more than the
13 cost to construct because it will generate steady
14 revenue and income that will more than cover the
15 costs of the project.

16 Q. **Thank you. Do you have an equity**
17 **interest in Clean Line?**

18 A. Only what's called c-shares.

19 Q. **Is that an equity interest of some**
20 **sort?**

21 A. Yeah, it depends if there's any equity
22 behind them. I own shares, whatever they're worth.

23 Q. **So you'll stand to benefit financially**
24 **if this project is successful?**

25 A. Not certain. It's not certain that

1 those c-shares will be worth anything, as Mr. Skelly
2 explained.

3 **Q. Would you expect them to be?**

4 A. Totally depends on a whole host of
5 factors I can't speculate on.

6 **Q. On what factors?**

7 A. On the economics of the project and
8 financing, and --

9 **Q. And?**

10 A. And I don't -- I am not privy as to how
11 those are calculated other than the fact that, you
12 know, because it's a waterfall type structure, you
13 know, there's no guarantee that they'll be worth
14 anything.

15 MR. ZOBRIST: Judge, we need to go into
16 in-camera if we're going to get into this kind of
17 issue again. This is what was dealt with by Mr.
18 Skelly.

19 JUDGE BUSHMANN: Do you have any more
20 question, Mr. Agathen, about that?

21 MR. AGATHEN: I'll pass on those.

22 JUDGE BUSHMANN: Okay.

23 **Q. (By Mr. Agathen, on a different subject**
24 **then, do you recall a brochure which was circulated**
25 **in Northern Missouri publicizing a two-day**

1 conference for people in the transmission business
2 in January of 2014 in Houston, Texas?

3 A. No.

4 Q. I'm handing you a copy of a brochure
5 called EUCI Conference, ask you if you recognize
6 this.

7 A. I've heard of this.

8 Q. It says right on the front, front page,
9 Host - Clean Line Energy Partners, right?

10 A. We are one of the sponsors. I don't
11 know that that's -- I can't attest to that being an
12 accurate depiction of the sponsors of the project.

13 Q. Well, it says Host - Clean Line Energy
14 Partners, does it not?

15 A. Yeah, but typically EUCI conferences
16 are sponsored, they're not hosted by, so it looks a
17 little off to me.

18 Q. Sir, there's one particular conference
19 there which talks about what the best practices are
20 of dealing with community-based opposition groups.

21 MR. ZOBRIST: Judge, I'm going to
22 object to lack of foundation. There's no basis
23 based on Mr. Lawlor said to conclude that Clean Line
24 Energy sponsored this. He said he was not familiar
25 with it, it was in not in the format that he was

1 familiar with.

2 JUDGE BUSHMANN: What's the purpose of
3 your inquiry into the document?

4 MR. AGATHEN: It again goes to the way
5 that the landowners are viewed by Grain Belt.

6 JUDGE BUSHMANN: Using it for
7 impeachment purposes or are you trying to get it
8 admitted into the record?

9 MR. AGATHEN: Yes.

10 JUDGE BUSHMANN: Which one?

11 MR. AGATHEN: Just a portion of it for
12 impeachment purposes. Not the --

13 JUDGE BUSHMANN: I'll give you a little
14 bit of leeway.

15 Q. (By Mr. Agathen) Well, one of the
16 seminars that was being sponsored, presented at this
17 conference, dealt with how to deal with people in
18 rural communities like Northern Missouri?

19 MR. ZOBRIST: Judge, we responded in DR
20 responses in the last case to say when we saw this
21 we withdrew our sponsorship from this outfit because
22 of some of the comments that were in there. So
23 there's no foundation that this company, or that
24 Clean Line Energy Partners was a sponsor at seminars
25 that those comments that Mr. Agathen is going to

1 refer to.

2 JUDGE BUSHMANN: Well, Mr. Lawlor just
3 said that he agreed that it said sponsored by or
4 hosted by Clean Line Energy on the face of the
5 document. He can explain that if he wants to.

6 MR. AGATHEN: And I'll give him the
7 opportunity to do that, certainly.

8 Q. (By Mr. Agathen) But one of the
9 seminars dealt with how to deal with people in local
10 communities like Northern Missouri, right?

11 A. Yes. So this was a conference that was
12 put on by EUCI.

13 Q. We'll get to that in just a moment.
14 I'm asking you did one of the conferences deal with
15 how to deal with local people in rural communities
16 like Northern Missouri?

17 A. Yes, but if the implication is that
18 Clean Line appears somewhere in this document, that
19 we had anything to do with the content of this
20 document, I would totally disagree.

21 Q. And what was the title of that
22 particular conference that we've been talking about?

23 A. This one says Marketing to Mayberry,
24 Communicating with Rural America.

25 Q. Marketing to Mayberry.

1 A. That's what EUCI put on their document,
2 yes.

3 **Q. What was the reaction of the people in**
4 **Northern Missouri when they saw this?**

5 A. Well, the reaction was --

6 **Q. It was very negative, wasn't it?**

7 A. Well, the reaction was misplaced in
8 that the assumption was that we came up with that
9 title, that we remained a sponsor of that
10 conference, when the reality is when we found out
11 that someone had titled that session with that
12 title, we found it demeaning, we withdrew our
13 sponsorship, and we told the EUCI that we would not
14 be sponsoring any of their conferences again, and
15 that we found that to be very disrespectful and
16 completely disagreed with the wording of that
17 conference.

18 **Q. Excuse me. I didn't mean to interrupt.**
19 **Go ahead.**

20 A. No, we disavowed the tone of that
21 document and do still today, and the fact that it's
22 still being brought up is unfortunate because it's
23 not the position of Clean Line in any way, shape, or
24 form.

25 **Q. And you withdrew your sponsorship after**

1 all the negative reaction?

2 A. No.

3 Q. Yeah, after all the negative reaction
4 you received from the people in Northern Missouri?

5 A. That is incorrect. We withdrew our
6 sponsorship as soon as we found out about the title
7 of those sessions. They usually circulate those
8 months in advance, and when we found out the titles
9 of those, we withdrew completely, as I just
10 explained.

11 MR. AGATHEN: At this time your Honor,
12 I'd like to distributed a copy of exhibit, what
13 we've been marking as Exhibit 356, and for the
14 record this was Exhibit 315 in the last case.

15 (Wherein, Exhibit 356 was introduced.)

16 Q. (By Mr. Agathen) Do you have a copy of
17 what's been marked as Exhibit 356?

18 A. Yes.

19 Q. This is a document that was compiled by
20 you or under your supervision, was it not?

21 A. Most likely, yes.

22 Q. And the heading says Summary of Support
23 for the Grain Belt Express Clean Line in Missouri,
24 March 6th, 2014, correct?

25 A. Yes.

1 Q. So this would have been compiled just a
2 few weeks before you filed your application in the
3 last case, correct?

4 A. That sounds about right.

5 Q. And below that heading it says:
6 Community leaders, organizations, individuals, local
7 businesses, and landowners throughout Missouri have
8 shown their support for the Grain Belt Express Clean
9 Line, right?

10 A. That's what it says, yeah.

11 Q. Is it fair to say that where you list
12 an organization in this document which supports
13 Grain Belt in some cases all you really had was the
14 support of just one individual in that organization
15 as opposed to the organization itself?

16 A. Yeah, which is why we worded it the way
17 we did.

18 Q. So for example, when you say it had the
19 support of the Kiwanis Club, all you really had was
20 the support of one individual who happened to be in
21 the Kiwanis Club, didn't you?

22 A. In some circumstances, yes. The point
23 of the letter was to explain the diversity of where
24 the people that support the project come from.

25 Q. It wasn't to show that you had the

1 support of the Kiwanis Club?

2 A. Yeah, again, as I just said, that's why
3 we worded it the way we did.

4 Q. On the second page do you see the
5 heading City Government Officials?

6 A. Yes.

7 Q. You list Brunswick, Missouri, and
8 Salsbury, Missouri?

9 A. Yes.

10 Q. Isn't it true that you simply had a
11 letter of support from someone who had no official
12 capacity at all in those cities?

13 A. I don't have memory at the time if they
14 were an elected official or what.

15 Q. Or not an official at all, right?

16 A. I don't recall.

17 Q. I'm going to hand you a copy of a
18 letter from Mr. William J. Daily, Attorney at Law
19 with a law firm in Glasgow, Missouri. It's dated
20 March 21st, 2014, is it not?

21 A. That's the date.

22 Q. Sent to the Missouri Public Service
23 Commission?

24 A. It appears to be, yes.

25 Q. And it says, quote: The purpose of

1 this letter is to correct what appears to be a
2 misrepresentation containing lists which are being
3 circulated by Clean Line Grain Belt Express stating
4 the cities of Brunswick and Salsbury are in support
5 of the current proposal in this above-named case. I
6 know of no such support for the project by the
7 government officials in those cities. I am and have
8 been for some time the City Attorney for both the
9 City of Brunswick, Missouri, and he gives the date
10 there, and the City of Salsbury. I've been at
11 regular meetings of both cities for two years and
12 I've checked with the city clerk and their officers
13 in each city concerning any supported endorsement of
14 Clean Line and can find no record of any support for
15 the project within either of the cities' records or
16 with their officers. Correct?

17 A. That's what it says. I don't know what
18 he means by city officials compared to what we mean
19 in our letter, but could be cause for
20 misunderstanding.

21 Q. At page three of your list of
22 supporters, under the heading Local Businesses, near
23 the middle of that list you have Edward Jones
24 Financial Services, correct?

25 A. Well, again, at the beginning it says

1 these are Missourians that come from a list of
2 different backgrounds, so to the extent you're
3 asking me about companies, if you refer to the body
4 of it, the document, we're talking about individuals
5 that come from different places.

6 **Q. Well, the heading up there says Local**
7 **Businesses, and one of them listed under Local**
8 **Businesses is Edward Jones Financial Services, is**
9 **that not correct?**

10 A. Again, I would say that this document
11 portrays that an individual who works at Edwards
12 Jones signed a support letter. That's what this
13 letter portrays.

14 **Q. Really? It says community at the very**
15 **top. Community leaders, organizations, individuals,**
16 **local businesses, and landowners throughout Missouri**
17 **have shown their support for the Grain Belt Express**
18 **line, then it's got various headings, such as county**
19 **government officials, local businesses, and under**
20 **one of the companies under local businesses is**
21 **Edwards Jones Financial Services, is that right?**

22 A. It's clear -- it's important to
23 understand that this letter was requested by an
24 individual, and I will note that the distribution is
25 no longer on here for some reason, but I believe

1 this was requested by Wiley Hibbard specifically
2 from us, and we complied, and we broke down the list
3 of places where different support came from.

4 Unfortunately, this document has been
5 misused to imply that we have support from certain
6 companies, although that's not what the document
7 says, it was not what it was put together for, and
8 was never used as any sort of marketing, we didn't
9 send it to the Commission. It was a request to an
10 individual who said he wanted to see a list of
11 supporters, and we gave it to him.

12 **Q. And businesses that supported you?**

13 A. I think I just --

14 **Q. Like Edwards Jones?**

15 A. I think I just answered. Missourians
16 from the following backgrounds support the project.

17 MR. AGATHEN: At this time, your Honor,
18 I'd like to distribute a copy of what has been
19 marked as Exhibit 357 consisting of two letters to
20 the Public Service Commission.

21 (Wherein, Exhibit 357 was introduced.)

22 **Q. (By Mr. Agathen) Do you have a copy of**
23 **Exhibit 357?**

24 A. Yes. Two different letters.

25 **Q. And the first letter is signed by**

1 someone with Edwards Jones, is that correct?

2 A. With -- yeah, Shane Audrain from
3 Edwards Jones, yes.

4 Q. And do you know who that person is,
5 Shane Audrain, and what position they hold with
6 Edwards Jones?

7 A. It's been a while since I would have
8 talked with this person, but.

9 Q. So you don't know?

10 A. Don't know what?

11 Q. What position that person holds or held
12 with Edward Jones?

13 A. No.

14 Q. But that's the letter you relied on
15 when you listed Edward Jones as one of the
16 organizations that supported Clean Line, right?

17 A. Well, again, to the extent 356 was sent
18 to an individual upon request of the names of people
19 and where they come from, this was the individual
20 that we were referencing, the Missourian, and his
21 background, Edward Jones, which is why that's listed
22 on the email that we sent to -- in 356, yes.

23 Q. So you couldn't have just listed that
24 individual, you had to list it under Edwards Jones
25 as being one of the supporters, right?

1 A. Well, again, I keep coming back to
2 this. We explained here the diversity of the
3 individuals, their backgrounds, their experiences,
4 where they work, where they come from, to explain
5 that these aren't just people from one place or some
6 homogenous group, but that they come from all over.
7 What the document doesn't say is that Edwards Jones
8 endorsed the project.

9 **Q. MFA Oil is another corporation listed**
10 **there, are they not?**

11 A. They are.

12 **Q. And are they a fairly large well known**
13 **corporation in Northern Missouri?**

14 A. Yes.

15 **Q. So their support would mean a lot to**
16 **you, wouldn't it?**

17 A. I'm not sure how to answer that.

18 **Q. Don't you think their support would**
19 **have meant a lot to you?**

20 A. Yeah, all of he supporters' support
21 means a lot.

22 **Q. All of these companies like Edward**
23 **Jones?**

24 A. Well, that's not my testimony.

25 **Q. Look at the second page of Exhibit 357.**

1 **That's signed by someone with MFA Oil, correct?**

2 A. Yes, Larry Edwards.

3 **Q. Do you know what position he held with**
4 **them?**

5 A. Yeah, he's a manager.

6 **Q. Did he have authority to speak for**
7 **them?**

8 A. I don't know if he had authority or was
9 he speaking for them.

10 **Q. Is it true that shortly after you**
11 **issued this list of supporters, you received letters**
12 **from Edward Jones and MFA Oil asking that you take**
13 **their names off your list of supporters?**

14 A. We received communications from them,
15 but it was again based upon a misstatement of what
16 this letter said. We spoke to them, we clarified
17 it, in no way were we listing Edwards Jones or MFA
18 as corporate supporters of the project.

19 **Q. But they asked you to take their names**
20 **off this list, didn't they?**

21 A. Yeah, from this email. This was not a
22 list that we distributed, this was an email to an
23 individual.

24 **Q. Which you distributed?**

25 A. Well, no.

1 Q. To that individual?

2 A. Well, yeah.

3 Q. Obviously, it went out to other people
4 then too, correct?

5 A. Not from us.

6 Q. So I'm not sure if you answered the
7 question. Shortly after you put that list together,
8 you received letters from Edwards Jones and MFA Oil
9 asking you to take their names off of that list of
10 supporters, did you not?

11 A. Well, we had phone conversations as
12 well as emails, but again, we clarified to them that
13 we never had their companies listed as supporters of
14 the project in the first place.

15 Q. But they asked you to take their names
16 off of the list, did they not?

17 A. To the extent that the email had been
18 sent to Mr. Hibbard, yes, we explained that to them.

19 Q. So your answer is yes?

20 A. Well, my answer is my answer.

21 Q. Did you or did you not receive letters
22 from MFA Oil and Edwards Jones asking that they be
23 taken off the list?

24 MR. ZOBRIST: Objection, asked and
25 answered. He's asked that about six time, Judge.

1 THE COURT: I'm not sure I heard an
2 answer, I think it's a yes or no question, Mr.
3 Lawlor.

4 THE WITNESS: Yes, we received emails
5 and phone calls on the subject.

6 Q. (By Mr. Agathen) Asking you to take
7 them off the list?

8 A. Well, here is the problem with
9 answering the way you're asking it, we explained to
10 them that this was not a list that was distributed,
11 it was an email, it had been sent, they were
12 understanding of the scenario and that was the end
13 of the issue. So we couldn't take it off a list of
14 an email that had been sent, but we only distributed
15 it to that one individual.

16 Q. Didn't your corporate counsel get a
17 telephone call from the attorney for Edwards Jones
18 telling him to take them off the list?

19 A. Yes, they did.

20 Q. Other organizations also complained
21 about being on this list, didn't they?

22 A. I -- I'm not sure. I recall these two
23 instances coming up.

24 Q. Do you recall Great Southern Bank?

25 A. Not offhand.

1 Q. What about Missouri American Water?

2 A. No.

3 Q. Big River Oil?

4 A. I believe we did have conversations
5 with them. It might have been by phone, yeah.

6 Q. Joan's Survey?

7 A. Doesn't ring a bell.

8 Q. AL/R1 School District?

9 A. I don't remember that.

10 Q. Hannibal School District Number 60?

11 A. No.

12 Q. Hannibal Career and Technical Center?

13 A. I don't remember that, no.

14 Q. Continental Cement?

15 A. Don't remember.

16 Q. Have you listed -- looked at Mr.

17 Lowenstein's list at schedule LDL-5 of the list of
18 companies that were complaining about being on the
19 list?

20 A. I believe I have seen that, but I think
21 the conversations we had were these two or three
22 examples. But again, those emails were stimulated
23 by the individual who received this claiming that we
24 were saying their organizations were supporting the
25 project, not that we were going around saying their

1 organizations supported the project.

2 Q. And there's documents that say it,
3 correct?

4 A. No, the document says what it says,
5 which are Missourians from all these backgrounds
6 support the project. This is from the 2014 case.
7 We, of course, you know, have some of these
8 supporters and many new ones, but clearly, we
9 don't -- we're a lot more careful and precise about
10 how we explain the support for the project.

11 MR. AGATHEN: Your Honor, I'll offer
12 Exhibits 356 and 357 at this time.

13 JUDGE BUSHMANN: Objections?

14 MR. ZOBRIST: No objection.

15 JUDGE BUSHMANN: They're received into
16 the record. Can I inquire, Mr. Agathen, how much
17 longer your examination is going to go since we're
18 right about 6:00?

19 MR. AGATHEN: More than 15 minutes.

20 JUDGE BUSHMANN: More than how much?

21 MR. AGATHEN: More than 15, half an
22 hour.

23 JUDGE BUSHMANN: Half an hour. I hate
24 to interrupt you during your examination, would you
25 mind picking it up here tomorrow?

MR. AGATHEN: No problem at all.

JUDGE BUSHMANN: All right. Why don't
we call it a day and we'll be in recess until 8:30
tomorrow morning.

(Adjourned for the day at 6:00 PM.)

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CERTIFICATE OF REPORTER

I, Kathleen Watson Brunsmann, a
Certified Court Reporter (MO), Certified Shorthand
Reporter (IL), Registered Professional Reporter,
Certified Realtime Reporter, do hereby certify that
the Public Service Hearing aforementioned was held
at the time and in the place previously described,
and have hereunto set my signature this 21st day of
March, 2017.



Kathleen Watson Brunsmann
RPR/CRR/CSR/CRR

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