

BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF MISSOURI

TRANSCRIPT OF PROCEEDINGS

Evidentiary Hearing

December 18, 2018

Jefferson City, Missouri

Volume 22

In The Matter Of The)
Application of Grain Belt)
Express Clean Line LLC For A) File No. EA-2016-0358
Certificate Of Convenience And)
Necessity Authorizing It To)
Construct, Own, Operate,)
Control, Manage And Maintain A)
High Voltage, Direct Current)
Transmission Line And An)
Associate Converter Station)
Providing An Interconnection)
On The Maywood-Montgomery)
345kv Transmission Line)

MICHAEL BUSHMANN, Presiding
SENIOR REGULATORY LAW JUDGE
RYAN A. SILVEY, Chairman,
WILLIAM P. KENNEY,
DANIEL Y. HALL,
SCOTT T. RUPP,
MAIDA J. COLEMAN
COMMISSIONERS

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1 (Exhibits 208, 209, 210, 211 and 379 were
2 marked for identification.)

3 JUDGE BUSHMANN: Today is December 18th,
4 2018. The Commission has set this time for an
5 evidentiary hearing in the matter of the application
6 of Grain Belt Express Clean Line LLC for a Certificate
7 of Convenience and Necessity authorizing it to
8 construct, own, operate, control, manage and maintain
9 a high voltage, direct current transmission line and
10 an associated converter station providing an
11 interconnection on the Maywood-Montgomery 345kv
12 transmission line. That is File Number EA-2016-0358.

13 My name's Michael Bushmann. I'm the
14 Regulatory Law Judge that will be presiding over this
15 hearing. Let's have counsel make your entries of
16 appearance. For Grain Belt Express.

17 MR. ZOBRIST: Karl -- pardon me, Judge.
18 Karl Zobrist and Jacqueline Whipple Dentons US, LLP,
19 4520 Main Street, Suite 1100, Kansas City, Missouri
20 64111. And my colleagues from Polsinelli firm.

21 MS. CALLENBACH: Good morning, Judge.
22 Anne Callenbach and Andrew Schulte appearing on behalf
23 of the applicant from Polsinelli, PC, 900 West 48th
24 Place, Kansas City, Missouri 64112.

25 JUDGE BUSHMANN: Thank you.

1 Commi ssi on Staff.

2 MR. THOMPSON: Thank you, Judge. Kevi n
3 Thompson for the Staff of the Mi ssouri Publ ic Servi ce
4 Commi ssi on, Post Offi ce Box 360, Jefferson Ci ty,
5 Mi ssouri 65102.

6 JUDGE BUSHMANN: Thank you. Offi ce of
7 Publ ic Counsel .

8 MR. POSTON: Thank you. Marc Poston
9 appearing wi th the Offi ce of the Publ ic Counsel .

10 JUDGE BUSHMANN: Mi ssouri Landowners
11 All i ance.

12 MR. AGATHEN: Thank you, Your Honor. My
13 name is --

14 JUDGE BUSHMANN: Turn on your mi crophone,
15 si r.

16 MR. AGATHEN: Excuse me. Paul Agathen,
17 485 Oak Fi eld Court, Washi ngton, Mi ssouri 63090. And,
18 Judge, I represent a number of other cli ents. Do you
19 want me to li st those out?

20 JUDGE BUSHMANN: Why don't you li st them
21 all now.

22 MR. AGATHEN: Thank you. The Eastern
23 Mi ssouri Landowners All i ance, doi ng busi ness as
24 Show-Me Concerned Landowners; Char les and Robyn Henke,
25 H-e-n-k-e; Mat thew and Christi na Rei chert,

1 R-e-i-c-h-e-r-t; R., and that's just an initial,
2 Kenneth Hutchinson; Randall and Rosemary Anne Meyer;
3 and Jack Garvin.

4 JUDGE BUSHMANN: And so when I refer to
5 MLA during the course of the hearing, I'll be talking
6 about all of those unless you tell me otherwise.

7 MR. AGATHEN: Fair enough, Judge.

8 JUDGE BUSHMANN: Counsel for Missouri
9 Joint Municipal Electric Utility Commission.

10 MR. HEALY: This is Douglas Healy,
11 H-e-a-l-y, Healy Law Offices, LLC. Our address is
12 3010 East Battleground, Suite A, Springfield, Missouri
13 65810.

14 JUDGE BUSHMANN: And just for
15 convenience, I'll refer to your organization by its
16 acronym, MJMEUC.

17 MR. HEALY: That's correct. Thank you,
18 Judge.

19 JUDGE BUSHMANN: Missouri Department of
20 Economic Development.

21 MR. LANAHAN: Yes, Judge. Mike Lanahan
22 on behalf of the Missouri Department of Economic
23 Development. Business address, 301 West High Street,
24 Suite 680, Jefferson City, Missouri 65102.

25 JUDGE BUSHMANN: Thank you. ENGIE North

1 America, Incorporated.

2 MS. PEMBERTON: Thank you, Judge. Terri
3 Pemberton of Cafer Pemberton, LLC, 3321 Southwest
4 Sixth Avenue, Topeka, Kansas.

5 JUDGE BUSHMANN: Am I saying that
6 correctly? ENGIE; is that correct?

7 MS. PEMBERTON: Well, there is debate;
8 ENGIE or ENGIE, but I'll call it ENGIE.

9 JUDGE BUSHMANN: Thank you.
10 Renew, Missouri.

11 MR. OPITZ: Morning, Judge. Tim Opitz on
12 behalf of Renew Missouri. I've provided my contact
13 information to the court reporter.

14 JUDGE BUSHMANN: Thank you. Missouri
15 Farm Bureau.

16 MR. HADEN: Morning, Your Honor. It's
17 Brent Haden here on behalf of Missouri Farm Bureau
18 from the law firm of Haden and Haden, Columbia,
19 Missouri. It's 827 East Broadway, Columbia, MO 65201.

20 JUDGE BUSHMANN: Thank you. Consumers
21 Council of Missouri.

22 MR. COFFMAN: Good morning, Your Honor.
23 John B. Coffman appearing on behalf of the Consumers
24 Council of Missouri. The court reporter has my
25 contact information.

1 JUDGE BUSHMANN: And last, Missouri
2 Retailers Association? Any appearance from that
3 organization?

4 Rockies Express Pipeline, LLC; Clean Grid
5 Alliance; The Wind Coalition; Natural Resources
6 Defense Council; Sierra Club; Wal-Mart Stores; IBEW
7 Unions; AFL-CIO have all been granted leave to be
8 excused from the hearing today, so they will not be
9 participating.

10 I'd like to advise everybody that's in
11 the audience to please silence your cell phones or
12 mobile devices so there's no interruptions during the
13 hearing. As far as the order of witnesses, we'll just
14 follow the order that the parties have provided.

15 MR. ZOBRIST: Judge, I have one
16 scheduling issue. Mr. Berry on behalf of Grain Belt
17 Express, who is to appear by telephone, will be
18 available at 1:00 p.m. and throughout the afternoon,
19 if that's agreeable.

20 JUDGE BUSHMANN: If there's no objection,
21 I have no problem with that.

22 Also, tomorrow we'll probably get a late
23 start tomorrow. The Commissioners have an agenda
24 meeting at 8:30 followed by a short presentation. So
25 I'm hoping to start about 9:30 tomorrow morning.

1 Do any other parties have any preliminary
2 matters that they need to bring up at this point? I
3 don't hear any.

4 I do want to provide a warning to counsel
5 today about cross-examination. As you're aware, this
6 remand proceeding is being held to determine if there
7 are any material changes of facts from the first
8 evidentiary hearing. Cross-examination should be
9 limited to those changes and should not involve the
10 same evidence presented in the first hearing.

11 Extensive questioning about unchanged
12 information would be unduly repetitious and subject to
13 exclusion under Section 536.070, subsection eight.

14 With no other preliminary matters, I
15 believe we're ready for opening statements. And first
16 would be Grain Belt express.

17 MR. ZOBRIST: I have copies of the
18 opening statement here. I may not have enough for all
19 counsel, but I'll start distributing those and we'll
20 see where we can go. Did I disturb something here?

21 Okay. May it please the Commission.
22 Karl Zobrist on behalf of Grain Belt Express Clean
23 Line. Getting infrastructure built in America these
24 days is challenging, and certainly Grain Belt Express
25 has had more than its ch-- share of challenges. But I

1 believe that after today and after tomorrow, you will
2 conclude that the Grain Belt Express project, which
3 was conceived by visionaries at Clean Line Energy
4 Partners and now is enhanced by the resources and
5 experience of Invenergy is both necessary and
6 convenient for the public service.

7 Based upon the evidence that you will
8 hear and the substantial evidence that is already in
9 the record, the Commission should grant Grain Belt
10 Express a line or construction certificate under
11 Section 393.170.1 to build this project. The
12 condition -- the CCN may be subject to the conditions
13 that we've agreed to with Staff and with Rockies
14 Express. We also ask that you grant the waivers we
15 have requested because Grain Belt Express is a
16 wholesale transmission project and will not serve
17 retail customers and will not be rate regulated by the
18 Commission.

19 Now, abiding by the Judge's admonition,
20 as well as to provide a brief overview of what has
21 been in the record -- and the opening statement will
22 summarize part of the evidence that is before, but
23 we're going to take care to emphasize only the
24 material facts as we go forward with our witnesses.

25 There will be six witnesses you'll hear

1 from Grain Belt Express. You'll hear from Michael
2 Skelly, who is the chairman of the board and the
3 former CEO of Clean Line. And he is here to talk
4 about the material changes in our application.

5 You will hear from Jonathan Abebe, who
6 has been here in the hearing room before. He has
7 adopted the testimony of Dr. Wayne Galli and he
8 addresses certain changes in RTO and interconnection
9 issues.

10 You will hear from David Berry by
11 telephone, the former CFO of Clean Line Express who
12 continues to help drive this project. And he will
13 have certain updates with regard to the Invenergy
14 acquisition.

15 And Hans Detweiler, who is here next to
16 me at counsel table, who will provide certain
17 regulatory updates. He also has adopted the testimony
18 of Mark Lawlor and Deann Lanz, who testified earlier
19 in the case.

20 And then from Invenergy you will hear
21 from Andrea Hoffman, who's the senior vice president
22 of finance; as well as Kris Zadlo, who is the senior
23 vice president of transmission and regulatory affairs.
24 And they will acquaint you as to far -- as -- as far
25 as the -- the Invenergy proposal to take over this

1 project.

2 I see that we only have Commissioner Hall
3 here and he knows a number of the facts of this case,
4 but I do want to go through for the record just what
5 this case is all about. We are here to seek a
6 permission to construct and operate the Missouri
7 portion of the interstate transmission project that
8 stretches from western Kansas to the Indiana/Illinois
9 border. It's 780 miles in length.

10 There will be a converter station that is
11 proposed to be constructed in Ralls County. This will
12 enable the delivery of low cost, wind-generated power,
13 500 megawatts into Missouri and up to 3,500 megawatts
14 in Illinois, Indiana and to the east.

15 The cost of this project is estimated to
16 be 2.35 billion dollars, with the Missouri portion
17 approximately 525 million dollars. Importantly, this
18 project is not funded by ratepayers. As we discussed
19 earlier in the case, it is a merchant transmission
20 project where the shipper pays.

21 There will be no Regional Transmission
22 Organization, RTO, cost allocation under current
23 plans. And if those plans change, we have agreed to
24 come back to seek this Commission's permission if an
25 RTO believes the cost allocation is prudent. We will

1 complete the RTO studies and sign interconnection
2 agreements which will be presented to the Commission.
3 As you heard earlier in the case, the interconnection
4 agreements on the Southwest Power Pool end of the
5 project have already been signed.

6 Here in Missouri, we are focusing on the
7 206 miles that will stretch from Buchanan County on
8 the Missouri River to Ralls County in the Mississippi
9 River. There will be a total of three converter
10 stations; one in Ford County near Dodge City, Kansas,
11 one south of Hannibal in Ralls County, and then the
12 other in eastern Illinois at the Indiana border near
13 the Sullivan substation of American Electric Power.

14 This project will connect some of the
15 best wind resources in the United States to the east,
16 those states that have renewable portfolio
17 obligations, and that is what makes this project make
18 sense.

19 We talked about the fact that this is a
20 high voltage, direct current project. And we
21 presented evidence before about how this enables a
22 large amount of power to be transmitted in a more
23 efficient manner with a smaller footprint at a lower
24 cost and with improved reliability to the system.

25 Earlier in the case we presented this

1 map, which is from the National Renewable Energy
2 Laboratory studies. And it shows the dark purple
3 winds of western Kansas, which are among the best in
4 the country, and how they will be transported from the
5 black dot there in -- near Dodge City, which is our
6 Kansas converter station, to the black dot that's in
7 northeast Missouri, which is the converter station in
8 Ralls County.

9 There are a number of jobs, consumer
10 savings and investments that will form the core of
11 this 2.35 billion dollar project that will benefit not
12 only mid-America but Missouri in particular. In --
13 and in particular, the 7 million dollars in tax
14 revenues for Missouri communities in the first year of
15 operation is significant.

16 This is the route of the project, which
17 we presented earlier in the case. Although you may
18 not be able to see it there, the circles on the route
19 show the modifications that were made between the 2014
20 case and this case as a result of communications with
21 landowners.

22 The landowner protocols that have been
23 developed are extraordinary for this industry and
24 provide protections beyond that of any public utility
25 that is doing business in this state. There is a

1 binding arbitration clause. There is an agricultural
2 impact mitigation protocol that includes an
3 agriculture inspector who will be given authority to
4 halt construction if operations are noncompliant.

5 For the first time in American history to
6 our belief, there is a decommissioning fund that is
7 proposed; that after 20 years of operation, Grain Belt
8 Express will establish a fund in an amount necessary
9 to accomplish wind-up activities, if that is
10 necessary. And finally, we have agreed to a series of
11 conditions not only with Staff, but with Rockies
12 Express Pipeline.

13 So what has changed since August 2017?
14 The most significant change is that Clean Line
15 proposes to have this project be acquired by Invenergy
16 Transmission LLC, which is an affiliate of Invenergy
17 LLC, North America's largest private developer owner
18 and operator of large scale, renewable and other clean
19 energy generations. It's an American company, it's
20 headquartered in Chicago. It's done a lot of work in
21 the Midwest so it's familiar not only with Missouri
22 but MISO and SPP issues as well.

23 The MJMEUC Transmission Services
24 Agreement has been amended but is fully in place and I
25 expect Mr. Healy to tell you more about that.

1 The Infinity Wind Contract with MJMEUC
2 was acquired by ENGIE North America, which bought the
3 Infinity Wind Resources and that contract continues to
4 be in place.

5 As far as regulatory approvals, the
6 Kansas Corporation Commission has extended the siting
7 authority in this case to December of 2019. And
8 Mr. Detweiler will be able to explain exactly what is
9 going on in the state of Kansas. But we're optimistic
10 that that siting app-- that the siting permit, the
11 sunset provision will be extended to permit the
12 project to continue in Kansas.

13 In Illinois, as a result of Appellate
14 Court decisions, the CCN case there was remanded back
15 to the Illinois Commission so that Grain Belt Express
16 has an opportunity to acquire a utility asset and then
17 proceed with certificate proceedings in Illinois.

18 Let me --

19 COMMISSIONER HALL: Excuse me.

20 MR. ZOBRIST: Yes, sir.

21 COMMISSIONER HALL: So has that asset
22 been purchased?

23 MR. ZOBRIST: I understand it has not
24 been. That they are awaiting the action of this
25 Commission and the Kansas Commission and then they

1 will proceed in -- in Illinois to acquire a utility, I
2 think it's called property or equipment.

3 COMMISSIONER HALL: So is there -- is
4 there a case currently pending in Illinois?

5 MR. ZOBRI ST: I don't believe so. No.

6 COMMISSIONER HALL: So -- so there will
7 be a new case filed there pending a positive result
8 here?

9 MR. ZOBRI ST: Correct.

10 COMMISSIONER HALL: Okay. Thank you.

11 MR. ZOBRI ST: Okay. The operational
12 qualifications of Invenergy are extensive. Kris
13 Zadlo, who will be a witness, is the senior vice
14 president of Transmission, Regulatory Affairs and
15 Commercial Analytics. Before coming to Invenergy,
16 where he's been for at least ten years, he spent 10
17 years of his career at Commonwealth Edison and eight
18 years at Calpine.

19 Supporting the Grain Belt Express Project
20 will be Christopher Carter. Again, a professional
21 engineer who is director of Renewable Project
22 Management for Invenergy. There are other senior
23 executives who will support this that Mr. Zadlo
24 discusses in his Direct and in his Rebuttal.

25 And the Staff report concludes there is

1 no reason to dispute that Grain Belt and Invenergy are
2 qualified to own, operate, control and manage the
3 project.

4 Let me just go through a few of these
5 slides to acquaint you with Invenergy. They have
6 developed 127 projects. They have completed more than
7 30 billion dollars in transactions. They have almost
8 a thousand employees and have built over 20,000
9 megawatts of projects. There -- as you can see, it's
10 a diverse number of projects; both wind, solar,
11 storage, as well as natural gas.

12 They have a presence in Missouri both in
13 MISO and SPP so they are familiar with working with
14 the RTOs, as well as with state authorities.

15 And the sustained growth slide here
16 indicates the success of the developments that they
17 have completed over the past 15 years, which is very
18 significant and exciting for this project.

19 The financial ability will be reviewed by
20 Andrea Hoffman, who is the senior vice president of
21 Financial Operations or Invenergy. Invenergy has
22 financed project-- projects in 23 states, which
23 includes both transmission and distribution lines,
24 substations and transformers. Invenergy and its
25 affiliates have over 9 billion dollars in assets and

1 3 billion dollars in total equity.

2 And the Staff report, again, concluded
3 that Grain Belt under Invenergy ownership has the
4 financial ability to be granted a CCN. And the
5 condition that Staff submitted in its supplemental
6 report we have agreed to. There's some clarifications
7 with regard to a parenthetical clause in Staff's
8 agreement, but I believe that we are in agreement now
9 with Staff that Clean Line Grain Belt Express and
10 Invenergy will fulfill that -- that condition proposed
11 by Staff.

12 COMMISSIONER HALL: Quick question on
13 that. Isn't there some case law in Missouri that it's
14 the -- it's the applicant that -- that has to show the
15 financial ability, not some affiliate?

16 MR. ZOBRIST: Well, we -- we have -- we
17 have done both, but I -- I'm not sure that is exactly
18 true. Because if you go back and look at the -- at
19 the -- at the Tartan case, although the owner had
20 financial responsibility, it was actually Torchmark,
21 the big -- the company that was twice up.

22 And here -- and if you look, I believe
23 it's in Mr. Zadlo's schedule to his Surrebuttal
24 Testimony, explains that Invenergy Transmission will
25 be owned by Invenergy Investment. Invenergy

1 Investment is the company that has the money that
2 supports Invenergy Transmission, which will own the
3 Grain Belt Express project.

4 Invenergy LLC, if I understand it
5 correctly, is where the human resources are and that's
6 where the project development occurs. But the money
7 comes from Invenergy Investment that will own, again,
8 Invenergy Transmission that is to buy this project.

9 Invenergy has strong relationships with a
10 variety of financial companies and banks not only in
11 the United States, but also in Europe and in east
12 Asia.

13 Now what is the need for the project?
14 Again, not to repeat at length what we talked about
15 before, but the need of the project is demonstrated by
16 the MJMEUC contract which is represented by a series
17 of Missouri municipal communities that have said, you
18 know, we're here, we think this is a good deal and we
19 support it.

20 That's also supported by -- the need is
21 supported by the ENGIE North America Iron Star
22 contract. The wind generation that is to be
23 constructed is proximate to the converter station in
24 western Kansas.

25 The economic feasibility of this is shown

1 not only by the MJMEUC contract, but by the fact that
2 the people who will support this project are the
3 developers not only on the -- on the generation side
4 in Kansas, but also by other expressions of interest
5 that we have seen through the 2015 and 2016 offers of
6 open solicitations.

7 And the important thing here is that,
8 again, we're talking about willing sellers and willing
9 buyers and only the direct beneficiaries will pay so
10 there's really no risk to any retail ratepayer in the
11 state of Missouri.

12 The -- this is the open solicitations
13 that were held in 2015 and 2016. In Missouri itself,
14 those showed that the expressions of interest for just
15 the 500 megawatt capacity of the converter station in
16 Ralls County was six times the capacity. It was
17 roughly 3,500 megawatts and ten potential wind
18 generators expressed support for the project.

19 The economic feasibility will also be
20 ensured through reliable interconnection with the
21 RTOs. RTOs, as we explained before, conducted and do
22 conduct extensive studies to ensure new transmission
23 projects that can safely and reliable -- reliably
24 connect to the grid.

25 In October 2018, FERC approved MISO's

1 merchant HVDC connection procedures. So we know that
2 there is a pathway to interconnections specifically
3 for these kinds of projects in MISO. And Invenergy
4 itself has developed about 23 projects in MISO and has
5 extensive experience in working with the MISO queue.

6 And the public interest is served by over
7 1,500 jobs that will be needed to construct the
8 project. Supplier agreements have been committed to
9 by Grain Belt Express, with three companies here in
10 Missouri that would manufacture the elements of the --
11 of the transmission line itself. And there is also an
12 arrangement, which In-- Invenergy will review, with
13 PAR Electric, which is part of Quanta Services. And
14 Mr. Zadlo has mentioned that they have used Quanta
15 Services before.

16 There are also benefits in terms of the
17 tax revenues that will be generated by the project.
18 You'll remember that Richard Tregnago, who's now
19 retired but was the Randolph County Assessor, said
20 that just for Randolph County, the estimated
21 landowner -- or the estimated tax revenue would be
22 720,000 dollars and the estimated landowner
23 compensation would be almost 3.5 million dollars.

24 So in conclusion, we believe that we meet
25 the Tartan factors, we believe that this project

1 promotes the public good, we have the commitment of a
2 major utility in MJMEUC to support the project, we've
3 provided enhanced landowner protections, we believe we
4 have the support from a variety of Missouri businesses
5 from IBEW -- or pardon me, the labor unions as well,
6 IBEW Missouri AFL-CIO, Wal-Mart, the Missouri
7 Industrial Energy Consumers, as well as a number of
8 others.

9 We believe that the operational expertise
10 and the financial support that Invenenergy provides will
11 secure the future of this project and we ask that you
12 grant this project a Certificate of Convenience and
13 Necessity so that construction may begin. Thank you.
14 Any questions? Thank you.

15 COMMISSIONER HALL: Couple questions.

16 MR. ZOBRI ST: Yes, sir.

17 COMMISSIONER HALL: Which witness should
18 I ask about the MISO queue?

19 MR. ZOBRI ST: Jonathan Abebe and Kris
20 Zadlo from Invenenergy.

21 COMMISSIONER HALL: Okay. My
22 understanding is that the Illinois courts determined
23 that the company was -- was not eligible for a -- for
24 a CCN because it did not own -- own electric plant in
25 the state and was not a electric utility under

1 Illinois law; is that correct?

2 MR. ZOBRI ST: I think that's generally
3 correct.

4 COMMISSIONER HALL: Can you explain to me
5 how Missouri law differs so that that same conclusion
6 would not be reached here?

7 MR. ZOBRI ST: Well, I don't think that
8 Missouri has the language in its statute that the
9 Illinois statute has. It has a particular statute
10 that requires a demonstration of ownership of property
11 or equipment and we don't have that in Missouri.

12 COMMISSIONER HALL: Well, isn't a
13 definition of an electric utility, isn't at least part
14 of that that it owns electric plant in the state?

15 MR. ZOBRI ST: Well --

16 COMMISSIONER HALL: And the company does
17 not currently own electric plant in the state.

18 MR. ZOBRI ST: I think it's -- well, we
19 have -- for example, we have an option contract to buy
20 a converter station. And there was a similar
21 arrangement in Illinois and there was -- in Missouri,
22 we think that that fulfills it. And the fact that we
23 have obtained certain easements on property indicates
24 that we qualify as electric -- electrical corporation.
25 And so we -- we think we meet those thresholds tests.

1 The -- the statute in Illinois is quite
2 specific about use and property and equipment. And as
3 I understand it, the company argued that the fact that
4 they had this option was sufficient, and the Illinois
5 court said it was not. We think Missouri is clear
6 that it does have that because we own these options
7 and we have an option for the converter station, that
8 that qualifies us as an electrical corporation.

9 COMMISSIONER HALL: Okay. Well, I --
10 that's clearly something that's going to need to be --
11 need to be briefed because I want to -- I want to
12 understand specifically how Missouri law differs from
13 Illinois law on that -- on that issue. And my
14 understanding is that it does, but I don't feel like I
15 have a firm grasp on it.

16 MR. ZOBRI ST: All right. We'll do that.

17 COMMISSIONER HALL: All right. Thank
18 you.

19 MR. ZOBRI ST: Okay.

20 JUDGE BUSHMANN: Opening by MJMEUC.

21 MR. HEALY: May it please the Commission.
22 My name's Doug Healy. I'm here today for MJMEUC.
23 Thank you all for hearing us again in this important
24 matter.

25 Notice in the opening slide it's an

1 opportunity for MJMEUC. Can revolutionize a lot of
2 our small cities and some of our bigger cities in
3 power supply, stability and renewable portfolios.

4 Today here we also have Duncan Kincheloe,
5 which is the president of MJMEUC. I have
6 representatives from a number of our cities, including
7 Columbia, Kirkwood, Hannibal, Rolla. It's very
8 important to all these cities this project succeed and
9 they're here today to lend their support and show you
10 how serious they are.

11 So we talked a little bit about MJMEUC
12 starting up here. And I don't want to repeat too much
13 as what's already in the record, but roughly give you
14 all an idea. MJMEUC covers the state. It has three
15 different committees that are called full requirements
16 and that they provide energy capacity planning for
17 cities. One of those committees you've heard about,
18 MOPEP, the Missouri Public Energy Pool.

19 There is also a number of Missouri cities
20 that take energy from MJMEUC but not full
21 requirements. That would include Columbia, Kirkwood,
22 Hannibal, Centralia, which is also part of this case
23 here. So in total, there's 74 electric cities between
24 Missouri and Arkansas. Seventy of those are in
25 Missouri, so approximately 2,600 megawatts of load.

1 That represents 422,000 retail customers.

2 We continue to strongly support this. I
3 think some of the key points here is, of course, the
4 fact I just mentioned when we started, renewable
5 energy. But it's also the low cost, the long term and
6 we know exactly what type of increase in rates we'll
7 get on the transmission.

8 You know, one thing that you all heard
9 previously and we don't want to repeat the record, as
10 the Judge admonished, but RTO transmission costs are
11 rising rapidly and unpredictably. This gives us a
12 20-year contract that tells us exactly what the
13 increases will be.

14 As alluded to by Mr. Zobrist, there was a
15 renegotiation at TSA for even more favorable terms
16 than what we were here with before. We are now
17 looking at about \$3.20 a megawatt hour delivered per
18 transmission charge, and it was previously higher than
19 that, which generates additional savings for members.

20 The Iron Star contract is still in place.
21 ENGIE, which is now the owner of the Infinity company,
22 is a much larger company than Infinity. It's one of
23 the largest utilities in the world. It's made a
24 commitment to continue this project and complete this
25 generation. Again, that's 20 years, it's a five-year

1 extension, and as before, 16.50 per megawatt hour.

2 And the important part here, of course,
3 is the fact that contracts between MJMEUC and our
4 members, they deliver the benefits, there's no
5 shareholders. So any of the benefits accrued by
6 MJMEUC get passed on directly to the cities, which are
7 then passed on directly to the retail ratepayers.

8 And as you see on the prior testimony of
9 both Mr. Grotzinger and Mr. Kincheloe, there is a
10 demand for renewable energy by MJMEUC customers. We
11 see a continued growth even since the testimony you
12 heard before in that demand. Now, while we try to
13 meet that demand and meet our customer expectations,
14 we also have to be mindful of cost and try to balance
15 those two. This particular project allows us to
16 balance both of those.

17 Getting back to MOPEP just briefly, it
18 will be taking 60 megawatts transmission capacity on
19 the line if the line's certificated and built, along
20 with 60 megawatts of energy from Iron Star. MOPEP, as
21 we discussed previously, mainly serves rural cities.
22 You have a number of them that are scattered across
23 the state. And what they have seen increasingly, from
24 both their industrial and their commercial customers,
25 is a demand for renewable energy.

1 Some of these companies are not American.
2 And a lot of the European companies, in particular,
3 have very strict policies and goals they're putting in
4 place. This will let MOPEP meet those goals.

5 And as I mentioned earlier in that
6 balancing act, the best part of this is that currently
7 roughly MOPEP's all-in rates are about 52.77. It will
8 reduce those to 34.73 per megawatt hour. That's a
9 significant reduction in wholesale rates.

10 I'm just going to give you a couple of
11 examples of cities in the MOPEP pool. You know, some
12 of these are very small, some of them are medium
13 sized, but you have Carrollton, Chillicothe,
14 Farmington, Jackson Missouri, Vandalia. And as you
15 see on this map, they're kind of scattered across the
16 state.

17 Now, outside of the MOPEP committee,
18 which is a full energy requirement pool and a part of
19 MJMEUC, we also have individual members of MJMEUC that
20 are participating in this project. You know, here
21 today is Columbia. They're taking 35 megawatts. At
22 the last hearing, those contracts weren't finalized.
23 They are finalized now for both Columbia and
24 Centralia.

25 At the last hearing, the contracts for

1 both Kirkwood at 25 megawatts and Hannibal were
2 introduced into evidence and are part of the record.
3 And those cities continue to plan on this being their
4 portfolio and part of their energy portfolio in the
5 future.

6 So this shows the need for the service.
7 Those cities in that public energy pool that we
8 mentioned, part of the committee of MJMEUC, they have
9 a need for additional generation, they need long-term
10 solutions at a reasonable cost and are looking for
11 renewables. This particular project meets all of
12 those goals.

13 If you look at Schedule JG-12 of
14 Mr. Grotzinger's Direct Supplemental Testimony, he
15 quantifies some of those savings. And those savings
16 have only increased with the amended TSA. For the
17 MOPEP committee alone, we're looking at over
18 11 million dollars annually in savings as they
19 transition from fossil fuel generation to renewable
20 generation.

21 The transmission savings for Centralia,
22 Columbia, Kirkwood and Hannibal, using this TSA for
23 Grain Belt instead of using traditional SPP to MISO
24 transmission, it will save those cities at least
25 4 million dollars annually in transmission charges.

1 Over 20 years, that's a lot of money for ratepayers.

2 You know, even our critics have conceded
3 the savings. In the hearing, MLA conceded that
4 citizens and ratepayers would save at least 3 million
5 per year. There's no argument on the savings; it's
6 simply the quantity of savings. Show Me admitted on
7 the record that this is the cheapest renewable
8 alternative for these Missouri cities.

9 These type of opportunities don't come
10 along very often, particularity at this price point
11 and this quantity. When this is done, MOPEP expects
12 to be approximately 23 percent renewable in its
13 portfolio. It's already a leader in the state on its
14 renewable portfolio, both solar and wind. This will
15 further instill that.

16 It will let Columbia -- as some of you
17 know, has very strict ordinances in place on their
18 renewable portfolio standards achieve those goals. It
19 will let MOPEP to achieve what its customers are
20 demanding on the industrial and commercial side for
21 renewable energy at prices that keep those businesses
22 in those small towns.

23 And one thing that we didn't quantify
24 that's worth thinking about is we talk about the price
25 and the savings of the transmission service, we talk

1 about the savings in the energy costs, but there's
2 other benefits here that can be recognized. The
3 renewable energy credits, the value of having a source
4 of generation not subject to a carbon tax, and the
5 assurance of avoiding fuel volatility over a long-term
6 period are part of the generation fleet, and the
7 diversification of generation away from fossil fuel
8 has its own benefits.

9 So for the hundreds of thousands of
10 Missourians who would benefit from this, we
11 respectfully ask -- ask this Commission to approve the
12 CCN and give us a shot at getting this project built.
13 Are there any questions?

14 COMMISSIONER HALL: Just a few. So
15 you -- your clients have contracted for 200 megawatts?

16 MR. HEALY: Not at this time. 136 is
17 under a firm commitment. If the CCN is approved, and
18 we hope that will be the case, and this project
19 continues, we have the option to go up to 200. And we
20 do anticipate, as prior testimony of Mr. Grotzinger
21 indicated, to take the full 200. But we have held off
22 on marketing that with our members until we had some
23 assurance that the project was actually going to pass.

24 COMMISSIONER HALL: Okay. And you've
25 also contracted for the ability to sell some of this

1 wind into PJM; is that correct?

2 MR. HEALY: We have an option of 25
3 megawatts in the PJM with a set price, with an
4 additional 25 megawatts available. We have not acted
5 on that. Again, at this point, we're waiting until we
6 see what the realistic outcome is to this case.

7 COMMISSIONER HALL: Is that on top of the
8 200?

9 MR. HEALY: That is.

10 COMMISSIONER HALL: Okay. Thank you.

11 MR. HEALY: Thank you very much.

12 Commissioner Rupp?

13 COMMISSIONER RUPP: Yeah. You mentioned
14 that MOPEP will go up to 23 percent in their renewable
15 portfolio if this project goes through. What is it
16 now?

17 MR. HEALY: It's substantial.

18 Mr. Grotzinger can probably answer the question. I
19 don't know off the top of my head, but it is
20 substantial.

21 COMMISSIONER RUPP: I'll ask him. Thank
22 you.

23 MR. HEALY: Any other questions?

24 JUDGE BUSHMANN: Thank you.

25 MR. HEALY: Thank you.

1 JUDGE BUSHMANN: ENGIE North America.

2 MS. PEMBERTON: Thank you, Judge. May it
3 please the Commission. I'm Terri Pemberton, appearing
4 before you today on behalf of ENGIE North America,
5 Inc. I will refer to that entity as ENA.

6 As the Commission is aware, earlier this
7 year, ENA purchased, through its subsidiary, some of
8 the assets of Infinity Resources. One of those assets
9 is the Iron Star wind project. As a result of that
10 acquisition, ENA sought to substitute itself as a
11 party in this proceedings, which of course, you all
12 allowed.

13 Just to give you some high-level
14 information with regard to ENGIE and ENA, ENA is a --
15 as I indicated is a wholly owned subsidiary of ENGIE
16 SA, which is a company that is organized under the
17 laws of France. ENGIE globally has about 150,000
18 employees around the world in about 70 countries.
19 They are considered a world leader in electricity
20 generation for independent power production. They
21 have natural gas, biomass, solar, as well as wind.

22 Power production that they do, as far as
23 ENA is concerned, they're a Delaware company. They're
24 headquartered in Houston, Texas. They have about
25 3,500 employees throughout the US and Canada. They

1 have a fairly -- they have several hundred megawatts
2 of fully installed wind capacity at this point with
3 several hundred more currently under construction.

4 The -- the purpose of ENA's requesting to
5 be substitute as the party for Infinity in this matter
6 is to assure the Commission that the PPA with MJMEUC
7 is still viable and it stands ready to -- to perform
8 under that contract.

9 I have no further matters to bring before
10 you at this time. Nothing has changed with regard to
11 that contract so I don't want to take up a lot of your
12 time going into any of the terms or conditions of that
13 contract. Matt Riley is scheduled to testify tomorrow
14 via a phone if anyone has questions for him. That's all
15 I have at this time.

16 COMMISSIONER HALL: One quick question.
17 And maybe this is better directed at Mr. Riley, but
18 does ENA own any wind farms in Kansas?

19 MS. PEMBERTON: They have -- yes, they --
20 they have certain -- they have about -- I think it's
21 about 600 under construction. There's one that's set
22 to go fully operational at the end of this month. So
23 any week now it's -- it should be going fully
24 operational.

25 COMMISSIONER HALL: Any in Missouri?

1 MS. PEMBERTON: That I don't know. I --
2 I'm not aware.

3 COMMISSIONER HALL: Okay.

4 MS. PEMBERTON: I believe those are in
5 Kansas and Texas.

6 COMMISSIONER HALL: Okay. Thank you.

7 MS. PEMBERTON: Sure.

8 JUDGE BUSHMANN: Thank you.

9 Renew Missouri?

10 MR. OPITZ: Good morning and may I
11 please the Commission. My name's Tim Opitz and I work
12 for Renew Missouri. We are a non-profit advocacy
13 group and we advocate for renewable energy and energy
14 efficiency, as the Commission is aware.

15 We supported this project in the past and
16 we continue to support it because we believe it will
17 facilitate bringing low cost renewable energy to
18 Missouri and beyond. I believe the evidence that's in
19 the record and has been updated on remand continues to
20 show the is in the public interest and is necessary
21 and convenient for the public service in Missouri.

22 I would ask you on behalf of Renew
23 Missouri to issue a CCN to Grain Belt in this case,
24 and I'm happy to answer any questions.

25 COMMISSIONER HALL: Do you believe that

1 this project would help meet any of the renewable
2 standard in Missouri?

3 MR. OPITZ: I --

4 COMMISSIONER HALL: Or are those already
5 essentially met?

6 MR. OPITZ: So I think there are --
7 the -- the potential for the -- as you heard earlier,
8 there is a certain amount of energy that's going to be
9 coming -- or capacity coming from this that's going to
10 be dropped off in Missouri. I don't know the details
11 on all of the purchasers for that, but I think to the
12 extent that it's purchased by a Missouri IOU that is
13 required to follow the res, it could be used to
14 satisfy that.

15 COMMISSIONER HALL: Are you aware -- are
16 you aware of any IOUs that are interested in
17 purchasing any of this wind?

18 MR. OPITZ: Standing here today, I'm not.

19 COMMISSIONER HALL: Thank you.

20 JUDGE BUSHMANN: Thank you.

21 MR. OPITZ: Thank you.

22 JUDGE BUSHMANN: Missouri Department of
23 Economic Development?

24 MR. LANAHAN: Thank you, Judge. And may
25 it please the Commission. I'm Michael Lanahan and I

1 represent the Missouri Department of Economic
2 Development, or DED, as its acting general counsel.

3 DED did not file any supplemental
4 testimony in this, but the Department did sponsor
5 testimony by Mr. Alan Spell and Ms. Barbara
6 Meisenheimer in the first stage of this proceeding
7 prior to the Commission's initial decision.

8 DED supported the project with certain
9 conditions based on its potential to, one, spur
10 infrastructure investment; two, result in enhanced
11 economic activity and job creation stemming from the
12 construction and ongoing operation of the transmission
13 line; and three, better diversify the state's energy
14 resources.

15 Mr. Spell estimated the project's
16 possible economic development impacts, which were
17 contingent upon Clean Line's commitments to contract
18 with state and local businesses for goods and
19 services, including ABB, Hubbell Power Systems and, in
20 general, cable industries. It is DED's understanding
21 that Invenergy will honor these commitments as well,
22 which will help reaffirm DED's support for the
23 project.

24 Additionally, Commission Staff has raised
25 questions as to Invenergy's financial ability to

1 support the Grain Belt project. DED's support for the
2 project is contingent on Invenergy's ability to
3 demonstrate its financial capability consistent with
4 the Tartan criteria.

5 DED support is also contingent on
6 Invenergy's commitment to comply with the Landowner
7 Protocol and Missouri Agricultural Impact Mitigation
8 Protocol, as well as applicable laws of the state
9 which ensure fair treatment of landowners and
10 mitigation of agricultural impacts.

11 Lastly, the Commission should condition
12 approval of Invenergy's acceptance of the conditions
13 found in Exhibits 205 and 206 submitted to the
14 Commission, as well as other conditions that the
15 Commission deems necessary to ensure Invenergy's
16 financial ability to complete and provide ongoing
17 support for the project.

18 Thank you, and I'd be happy to answer any
19 questions.

20 COMMISSIONER HALL: When was the -- the
21 Department's analysis conducted on the economic impact
22 of this project?

23 MR. LANAHAN: It was prior to the first
24 proceeding, so I believe that was early to mid 2017.

25 COMMISSIONER HALL: Did -- did the

1 Department consider updating that report in
2 preparation for this hearing?

3 MR. LANAHAH: The Department wasn't
4 required to. The main factors that went into that,
5 tax returns to the state for, you know, sales tax from
6 the products used to build it, income tax from the
7 construction jobs related to it, and the property
8 taxes related to the property being there didn't
9 change from our understanding. And granted, they're
10 still contingent on the contracts with the state
11 businesses.

12 COMMISSIONER HALL: Okay. Thank you.

13 MR. LANAHAH: All right. And with that,
14 I would respectfully request to be excused for the
15 remainder of the proceeding given that DED has no
16 witnesses and has no cross-examination for the
17 witnesses.

18 JUDGE BUSHMANN: You are excused.

19 MR. LANAHAH: Thank you.

20 JUDGE BUSHMANN: Thank you.

21 Opening by Public Counsel.

22 MR. POSTON: I have no opening. Thank
23 you.

24 JUDGE BUSHMANN: Opening by Consumers
25 Council?

1 MR. COFFMAN: May it please the
2 Commission. John Coffman representing the Consumers
3 Council of Missouri. Our interest in this proceeding
4 is residential electric ratepayers.

5 We took a look at this project, took an
6 independent review when it was heard the first time.
7 We believed at that time that it benefited ratepayers.
8 We continue to see nothing but benefit from a consumer
9 perspective from this project. The -- there's no
10 ratepayer subsidy being asked for here, there's no
11 entanglement with RTOs. More transmission can't help
12 but provide opportunity for cheaper electricity in the
13 future. So we continue to support it. That's all I
14 have.

15 JUDGE BUSHMANN: Thank you.
16 Commission Staff.

17 MR. THOMPSON: May it please the
18 Commission. Kevin Thompson for the Commission Staff.

19 Subject to the conditions expressed in
20 Exhibits 205 and 206 and the additional conditions set
21 out in Staff's position statement, which would be --
22 include reasonable access to confidential financial
23 information of Invenenergy that Grain Belt be required
24 to comply with conditions prior to acquiring voluntary
25 easements or starting construction, that Grain Belt

1 demonstrate that outstanding studies do not raise any
2 new issues and if they do, that the Commission is
3 satisfied with Grain Belt's solutions to those issues,
4 and finally, that the CCN be conditioned such that if
5 the design and engineering of the project materially
6 changes, that Grain Belt be required to file an
7 updated application further to -- excuse me, subject
8 to additional review by the Commission, so long as any
9 CCN granted is subject to those conditions, Staff is
10 comfortable with the Commission granting the requested
11 CCN in this case.

12 Staff will -- has prepared a Revised
13 Supplemental Rebuttal Report and has -- will present
14 three ev-- excuse me, three witnesses in the course of
15 this proceeding; Natelle Dietrich, David Murray and
16 Michael Stahlman. Thank you.

17 COMMISSIONER HALL: It's my understanding
18 that neither Ameren nor -- nor MISO is a party to this
19 proceeding; is that correct?

20 MR. THOMPSON: I believe that is correct,
21 sir.

22 COMMISSIONER HALL: Do -- do you have a
23 sense as to why that is so if, in fact, Ameren -- that
24 this project would -- would connect with Ameren --
25 with Ameren lines within the MISO system?

1 MR. THOMPSON: I personally have no idea.
2 I don't think Staff has any knowledge with respect to
3 those questions.

4 COMMISSIONER HALL: Would it make sense
5 to speculate that -- that perhaps it's because neither
6 thought there was any benefit or harm that could
7 result from the project? Or do you not want to go
8 there?

9 MR. THOMPSON: The trouble with
10 speculating is you can go anywhere you want.

11 COMMISSIONER HALL: What witness do you
12 have who -- that would be able to talk about the
13 routing adjustments?

14 MR. THOMPSON: Natelle Dietrich and
15 Michael Stahlman.

16 COMMISSIONER HALL: I don't think that's
17 what she said. Okay. Thank you.

18 MR. THOMPSON: Thank you, sir.

19 JUDGE BUSHMANN: Thank you.

20 Opening by Missouri Landowners Alliance.

21 MR. AGATHEN: Thank you, Judge. May it
22 please the Commission. Good morning. Is that working
23 now?

24 I want to thank you, first, for allowing
25 us to take this opportunity and this remand proceeding

1 to bring forth further evidence, and I certainly hope
2 we haven't wasted your time in doing so. I think
3 there is significant information which will update you
4 on what's occurred over the last two years so we do
5 appreciate the opportunity.

6 I'd like to start with a discussion of
7 the main issue that's been raised by the Show Me
8 Landowners Group. Show Me contends that Grain Belt is
9 not an electric utility under the terms as defined in
10 the statutes of Missouri. So if Grain Belt is not an
11 electric utility, then under the CCN Statute 393.170,
12 the Commission would not be authorized to grant them a
13 CCN. That section is restricted to the grant of CCNs
14 to electric utilities. So if Show Me's position is
15 correct, the Commission has no authority or no
16 jurisdiction to grant a CCN to Grain Belt in this
17 proceeding.

18 COMMISSIONER HALL: Isn't the other way
19 of interpreting that, wouldn't it be that the company
20 doesn't need a CCN?

21 MR. AGATHEN: That would be correct.

22 COMMISSIONER HALL: No. I mean that
23 would -- so -- so that would be -- so you would agree
24 with that? You would say that the company could go
25 forward without a CCN being granted by this

1 Commi ssi on?

2 MR. AGATHEN: To the extent that they
3 could go forward wi thout the right of eminent domain,
4 which is only avail able to electrical corporations, I
5 would agree wi th you.

6 COMMI SSIONER HALL: Okay. Thank you.

7 MR. AGATHEN: I should mention that this
8 i ssue regarding whether or not Grain Bel t is an
9 electrical corporati on has not been addressed yet at
10 the Commi ssi on nor in the courts during the Grain Bel t
11 proceedings. So i t's not been addressed and obvi ously
12 i t's not been reje cted by anybody at thi s point.

13 COMMI SSIONER HALL: Are you -- are you
14 saying that -- that thi s Commi ssi on has not previ ously
15 determi ned that Clean Line is -- is an electric
16 utility under Mi ssouri law?

17 MR. AGATHEN: I don't think you've
18 addressed that speci fic i ssue. Maybe impl ied
19 somewhere, but I don't think that that i ssue
20 speci fi cally has been briefed or argued nor has there
21 been a speci fic deci si on saying that you have
22 juri sdi cti on over Grain Bel t.

23 COMMI SSIONER HALL: Thank you.

24 MR. AGATHEN: Now, i f you don't accept
25 the Show Me posi ti on on thi s i ssue, presumably the

1 next step would be to decide it on the basis of the
2 five Tartan criteria. And our position is that Grain
3 Belt does not meet any of those criteria, particularly
4 number two and three.

5 The first criteria deals with a need for
6 the service. We address that extensively in our
7 briefs and we summarized it in our opening statement
8 so I won't bother you here with the details on that
9 particular criteria.

10 The second criteria deals with the
11 applicant's qualifications to build the project. And
12 I stress the applicant's qualifications. The
13 applicant here, of course, is Grain Belt and all along
14 Grain Belt has been relying on the qualifications of
15 Clean Line's personnel.

16 So now after the proposed sale to
17 Invenergy and what's happened at Clean Line, they're
18 asking you instead of looking at the applicant's
19 qualifications, to look at the qualifications of
20 Invenergy.

21 If you do look at the qualifications of
22 the applicant, you'll find that basically there are no
23 personnel available anymore at Clean Line which could
24 reasonably bring this project forward. They have no
25 employees anymore.

1 So the main question in my mind is are
2 you going to look at Invenergy's qualifications to
3 build the line or are you going to look at the
4 applicant's qualifications to build the line. And I
5 believe in -- in my mind, that's going to decide the
6 second criteria from the Tartan case.

7 And the same would hold true for criteria
8 number three. That criterion is based on the
9 applicant's financial ability. Again, that means the
10 financial ability of Grain Belt to carry forward with
11 this project, not the ability of Invenergy to carry
12 forward with this project.

13 Some of the facts affecting Grain Belt
14 and Clean Line's financial situation are confidential
15 and so obviously I can't discuss those at this point.
16 But as you will hear, those financial situations for
17 both Clean Line and Grain Belt have changed since the
18 last proceeding back in 2016.

19 And that fact as evidenced in part by the
20 failures of Clean Line with respect to the sister
21 lines that they described to you, the sister lines of
22 Grain Belt, the Plains and Eastern Line was supposed
23 to be a project in partnership with the Department of
24 Energy under federal -- federal law, Section 12.22;
25 however, that project has since failed for lack of any

1 customers. The Department of Energy has dropped out
2 of the project and, in fact, Grain Belt has sold its
3 ownership rights to that facility in the state of
4 Oklahoma.

5 The Rock Island -- the Rock Island line
6 was supposed to deliver energy from Iowa to Illinois.
7 That's been plagued with legal problems in both states
8 and at this point that project is not being carried
9 forward by Grain Belt. The other two lines that were
10 referred to as Clean Line's non-trans-- as Clean
11 Line's other sister project as well as this
12 non-transmission lines have all been sold off.

13 So all that's left of Clean Line at this
14 point is the Grain Belt project. That's the only
15 project that they're dealing with at this point. The
16 problem with the other lines taking a financial toll
17 on Clean Line -- and we'll bring up more information
18 during the in-camera proceedings with respect to that
19 issue.

20 The fourth criterion is the economic
21 feasibility of the project. And as I believe
22 everybody recognized in the 2016 proceeding, due to
23 the sale of capacity at discounted below cost rates to
24 MJMEUC, the Missouri portion of the line was going to
25 be a losing proposition. So Grain Belt was gambling

1 on the ability to sell at a higher price in the MJMEUC
2 footprint, but today, two years after the 2016
3 proceedings, they still have no contracts for the sale
4 of any capacity with the wind projects in Kansas.
5 They have no contracts or MOUs with any utility or
6 like entity in the MJMEUC foo-- in the PJM footprint
7 to sell capacity there either.

8 So at this point they are, given the
9 passage of time, at least -- in worst shape, in my
10 opinion, than they were back in 2016. They have not
11 been able to come up with any customers.

12 As you recall, Clean Line claimed that
13 there was a strong interest in their line by reason of
14 their first open invitation for bids for solicitation
15 of bids where they received bids, if you call them
16 that, for some five times more capacity I think than
17 they had available.

18 The problem is those so-called bids were
19 not binding, there was absolutely nothing at all which
20 prohibited someone from simply sending in a bid
21 showing that there was some interest. And, in fact,
22 at this point not one of those wind farms that sent in
23 one of those bids has signed any kind of contract to
24 buy capacity from the Grain Belt line. They haven't
25 seen signed a Memorandum of Understanding to buy any

1 capacity on the line.

2 The fifth criterion deals with the
3 promotion of the public interest. And based on the
4 Tartan case, if MJMEUC -- excuse me, if Grain Belt has
5 failed to satisfy two or three or four of the other
6 criteria, then it also fails almost by definition to
7 satisfy the fifth criteria.

8 Finally, one more issue very briefly.
9 Our current position on the potential conditions to a
10 CCN are summarized at pages 10 to 11 of our position
11 statement and we eliminated several of the conditions
12 that we were proposing back in the 2016 proceeding.
13 Unless you have any questions on those conditions,
14 I'll just stand on our position statement with respect
15 to those.

16 That's all I have unless there are any
17 other questions.

18 COMMISSIONER HALL: No questions.

19 COMMISSIONER RUPP: I don't have any
20 either.

21 JUDGE BUSHMANN: Thank you.

22 And our last opening is by Missouri Farm
23 Bureau.

24 MR. HADEN: Good morning. Missouri Farm
25 Bureau's position is that the project as proposed does

1 not meet Tartan criteria. And I won't belabor that
2 point. We certainly join and agree with Missouri
3 Landowners Group on those points. And Paul just ably
4 went through those.

5 I do want to talk briefly about our down
6 chain concerns about what will happen obviously if
7 the -- if the CCN is granted. And that is obviously
8 the whole -- the main reason the companies want the
9 CCN is so they can exercise the power of eminent
10 domain.

11 There will be a temptation, I think, to
12 say given that Grain Belt is saying that we're going
13 to agree with Staff recommendations, we're going to
14 set up all these safeguards, sort of push to the
15 wayside on one side the concern of Missouri's farmers
16 ranchers, landowners about this project.

17 But while everybody else in the room
18 who's come today, except for the landowners group,
19 which we join, for them this project is -- it's all
20 sunshine, roses. They're going to make money, they're
21 excited about the project. Missouri's farmers,
22 ranchers, landowners bear the burden, they bear the
23 brunt of the down chain consequences of granting the
24 CCN.

25 So understanding there are technical

1 legal arguments about why the CCN should not be
2 granted, and we join MLA in the -- in their exposition
3 of those issues, I would just urge the Commission to
4 think very hard and not be flippant about what it
5 means to grant that CCN as it regards the rights of
6 eminent domain, the right to use eminent domain for
7 the Grain Belt project down the chain.

8 Because even with every assurance and
9 every procedural safeguard that's put in place, all
10 these things that they're assuring us are going to
11 happen, ultimately we all know the enforcement of
12 those, even if they do happen, have to come through
13 litigation, they have to come through a lot of expense
14 and a lot of time for a farmer or a rancher or
15 landowner who's not set up like an institutional
16 business or a company where they've already got
17 lawyers and accountants and everybody else on call.

18 In my practice, I get to see the real
19 world consequences of these things when somebody who's
20 in the middle of harvest, in the middle of planting,
21 in the middle of calving season has to come in, take
22 time to come out of the field, talk to a lawyer who
23 they don't want to be talking to in the first place,
24 spend their money to get a lawyer that they don't want
25 to have to hire in the first place to then turn around

1 and fight a battle with a corporation who's taking
2 their land who shouldn't have that -- shouldn't have
3 that right or that privilege to begin with.

4 And so while we talk about the technical
5 legal aspects of whether the CCN should be granted or
6 not, I would just ask the Commission to consider that
7 the right to use eminent domain, which is what's at
8 stake in this case ultimately, is -- should not be
9 taken up lightly. This is a big deal for a lot of
10 people.

11 And almost nobody in this room is going
12 to have to deal with those down chain consequences,
13 other than the Commission obviously or other than the
14 attorneys that are going to represent farmers and
15 ranchers. But for every one of those individuals, it
16 can be a life-changing event. And I would just urge
17 the Commission to think about that as these
18 proceedings move forward over the next two days.

19 Thank you. Any questions, I'd be happy to --

20 COMMISSIONER HALL: No questions. Thank
21 you.

22 JUDGE BUSHMANN: Thank you.

23 That's all the opening statements. Why
24 don't we proceed with the first Grain Belt witness.

25 MR. ZOBRIST: We would call Michael

1 Skelly to the stand.

2 JUDGE BUSHMANN: Please raise your right
3 hand.

4 (Witness sworn.)

5 JUDGE BUSHMANN: Thank you.

6 MICHAEL P. SKELLY, being first duly sworn, testified
7 as follows:

8 DIRECT EXAMINATION BY MR. ZOBRI ST:

9 Q. Please state your name.

10 A. Michael Skelly.

11 Q. And what's your position with Clean Line
12 these days?

13 A. I'm chairman of Clean Line Energy
14 Partners.

15 Q. And where else are you employed?

16 A. I'm a senior advisor at an M&A advisory
17 firm called Lazard.

18 Q. And, Mr. Skelly, did you prepare
19 Supplemental Direct Testimony in this case marked as
20 Exhibit 141?

21 A. I did.

22 Q. Do you have any changes or corrections to
23 your testimony?

24 A. I do not.

25 Q. If I were to ask you those questions,

1 **would your answers be the same as they are contained**
2 **in that document?**

3 A. Yeah. Sorry. Can I just back up for a
4 second? So my capacity at Lazard is a senior advisor.
5 I'm not technically an employee.

6 **Q. Okay. Thank you. I think you said there**
7 **were no changes to your testimony; is that correct?**

8 A. Yes.

9 **Q. And were your answers given under oath?**

10 A. Yes.

11 **Q. Okay. So if I were to ask you those**
12 **questions, your answers here on the stand live would**
13 **be as they are contained in Exhibit 141?**

14 A. Yes.

15 MR. ZOBRI ST: Judge, I offer Exhibit 141
16 at this time.

17 JUDGE BUSHMANN: Are there any objections
18 to the receipt of that exhibit?

19 Hearing none, it's admitted into
20 evidence.

21 (Exhibit 141 was received into evidence.)

22 MR. ZOBRI ST: Thank you. And I tender
23 Mr. Skelly for cross-examination.

24 JUDGE BUSHMANN: First cross would be by
25 MJMEUC.

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MR. HEALY: No questions.

JUDGE BUSHMANN: ENGE North America.

MS. PEMBERTON: No questions.

JUDGE BUSHMANN: Renew Missouri.

MR. OPITZ: No, thank you, Judge.

JUDGE BUSHMANN: Public Counsel.

MR. POSTON: No questions.

JUDGE BUSHMANN: Consumers Council.

MR. COFFMAN: No questions, Your Honor.

JUDGE BUSHMANN: Commission Staff.

MR. THOMPSON: No questions. Thank you,
Judge.

JUDGE BUSHMANN: Farm Bureau.

MR. HADEN: Just a few, Your Honor. I'll
step up, if that's okay. I don't have a mic, so.

JUDGE BUSHMANN: Thank you.

CROSS-EXAMINATION BY MR. HADEN:

**Q. Mr. Skelly, I'll be brief, but I just had
a few questions for you. We're obviously here after,
you know, the passage of some time to restart
discussions on this project. Is this project actually
going to happen?**

A. I believe so, yes.

Q. And why do you believe so?

A. Because the -- in sort of broad general

1 terms, we are moving toward a much cleaner energy mix
2 and the cost of renewable energy continues to drop.
3 And those two large macro variables will, I believe
4 over, as you point out, a period of time, lead to
5 projects like this and other projects to -- in order
6 to get the low cost energy to market in a similar way,
7 that, you know, when you have low cost natural gas,
8 that leads to a series of things happening
9 economically, regulatory, legal that create the
10 mechanism so that railroads get built, pipe lines get
11 built, et cetera, et cetera.

12 It's not a -- it's not a -- they're not
13 inevitabilities. And as we've seen in this case,
14 there's up and downs to the process, but the nature of
15 our economy does lead to projects like this getting
16 built.

17 **Q. Okay. Let's talk specifically about this**
18 **project though.**

19 A. Uh-huh.

20 **Q. And as I understand the macroeconomic**
21 **kind of arguments. Well, first of all, I guess going**
22 **back to something you just said, you said the cost is**
23 **falling. Is the cost to operate falling as well**
24 **within these projects?**

25 A. It is, yes.

1 **Q. So you think -- you don't think the**
2 **falling overall costs are -- the costs from**
3 **competitors for renewable energy is going to affect**
4 **the profitability of this project?**

5 A. No. The -- the costs the -- are not
6 dropping -- competing sources of energy, coal, natural
7 gas, certainly nuclear, those costs are not dropping
8 the way the cost of renewable energy's dropping.

9 **Q. What about other renewable energy**
10 **operators though relative to you?**

11 MR. ZOBRI ST: Judge, I'm only going to
12 object just because of your point, we're dealing with
13 material changes since the Commission heard this
14 evidence in March of 2017. If that's what Mr. Haden
15 is limiting his questions to, then I withdraw my
16 objection.

17 MR. HADEN: And I will say -- and I guess
18 I'll put as a blanket qualifier to all these
19 questions, I am talking about a window only because I
20 think this is a dynamic situation. In a year even,
21 these answers may have changed to the extent of that
22 year, year and a half. Is that satisfying?

23 MR. ZOBRI ST: That's fine. Withdraw the
24 objection.

25 BY MR. HADEN:

1 **Q. And you understand that --**

2 A. Yeah. Actually what -- what happened
3 even in that year and a half is the cost of wind
4 energy has dropped maybe 20 -- 20 percent or so.
5 It's -- it is amazing how quickly the cost of
6 renewable energy is dropping. And the reason why is
7 that wind turbines are getting bigger and bigger, and
8 that allows for greater energy captured with a similar
9 investment.

10 **Q. Well, that's what I'm asking about though**
11 **in that -- because obv-- a falling price to the**
12 **consumer doesn't always -- I mean in any field doesn't**
13 **always cleanly correlate to profitability for the**
14 **operator. Right?**

15 A. Correct.

16 **Q. Okay. So how is that -- understanding**
17 **that's great for consumers, assuming it's true, how is**
18 **that impacting profitability of this project or**
19 **projects within the industry, to your knowledge?**

20 A. Well, apparently it's -- as you point
21 out, it's good for consumers. And it's -- I think one
22 could extrapolate from all the wind projects that are
23 getting built that there are -- those are profitable
24 opportunities because, otherwise, companies wouldn't
25 build them. And you're seeing a huge expansion of

1 renewables across the board, all funded by private
2 capital. So presumably they're doing that because
3 it's in their economic interest.

4 **Q. So you would guarantee profitability for**
5 **this project then on that rationale; is that fair?**

6 A. I wouldn't guarantee profitability.
7 Typically guaranteed profitability only goes to
8 regulated utilities, not to independent producers.

9 **Q. Well, but that -- I mean that's the thing**
10 **though sometimes -- I mean in any field, just because**
11 **people are building it doesn't mean the project is**
12 **going to work out. Some businesses do fail. Correct?**

13 A. In -- in our particular industry of
14 electric power generation and transmission, we have
15 seen cases where generators aren't profitable. And
16 what typically happens then is the equity gets wiped
17 out, you've got a good asset left and that asset
18 continues to operate. That's the case in -- in every
19 example that I can think of.

20 **Q. And when you say --**

21 A. In the case of -- in the case of
22 renewable energy, because the operating costs are very
23 low, those projects always seem to continue to
24 operate.

25 **Q. Is there any chance in this project**

1 **that's -- your specific project we're talking about,**
2 **that this project would get halfway into construction,**
3 **then shut down, not be able to complete?**

4 A. I believe there's conditions in -- that
5 have been agreed upon to address that circumstance.

6 Q. I -- I understand. And again, I'm only
7 asking about new developments. I understand last time
8 around we said no, but obviously you're looking at new
9 ownership. So given those new developments, you do--
10 I understand there may be some remedial thing in
11 place, but are we going to have to exercise those
12 remedial measures? I mean, is that going to happen?
13 **Is there a chance that would happen?**

14 A. There's a couple of things that would
15 prevent that from happening. One is obviously the
16 stipulations and the agreement that -- that, as I
17 understand, is still part of the record. The other is
18 that people who finance multi-billion dollar projects
19 don't commit their money until all of the money is
20 committed.

21 So that -- and they require guarantees
22 from contractors, equity participants, other lenders,
23 et cetera, that all of the money be in place and that
24 all of the project's resources are lined up and ready
25 to go before any dollar goes into the project.

1 **Q. All right. Well, let's talk about that**
2 **then from the beginning of this project. So --**

3 MR. ZOBRI ST: All right, Judge. Then I
4 object. Because we're dealing at the beginning of the
5 project and we're coming far afield from what has
6 happened since the Commission heard this evidence in
7 March.

8 MR. HADEN: And I misspoke. I apologize
9 Mr. Zobrist. What I should say is let's talk about
10 that from the beginning of the new proposed ownership
11 group here, which would -- which is certainly part of
12 the change we've had in the last window. I can -- I
13 will limit my questions to that.

14 JUDGE BUSHMANN: Please proceed.

15 BY MR. HADEN:

16 **Q. So looking at the new testimony here,**
17 **Grain Belt's going to be purchased. Correct?**

18 A. Yes.

19 **Q. And has Grain Belt been purchased yet or**
20 **is it still a proposed purchase?**

21 A. It is an agreement to buy and an
22 agreement to sell.

23 **Q. Okay. It has not been finalized or**
24 **closed yet; is that correct?**

25 A. Not yet.

1 **Q. And I understand and I know --**

2 MR. HADEN: And, Mr. Zobrist, I want to
3 be sensitive about this too. I don't want to -- I'm
4 not trying to wander into any area here that's
5 confidential, proprietary. I know we had redacted
6 documents. If you have a concern, you have a concern,
7 please voice though, but I do want to talk generally
8 about that -- about that.

9 BY MR. HADEN:

10 **Q. So that contract may still not go through**
11 **then; is that right? The agreement to purchase Grain**
12 **Belt?**

13 A. That is possible, yes.

14 **Q. Okay. And so Grain Belt is asking --**
15 **obviously asking the Commission to issue the CCN**
16 **again. Correct? That's why we're here. Right?**

17 A. Well, not to issue it again.

18 **Q. Fair enough. They're asking again for it**
19 **to be issued; is that fair?**

20 A. The -- the case has been remanded by the
21 Supreme Court back to the Commission. That's my
22 understanding of the fact pattern. I don't -- there's
23 a legal way of saying all that that you're better
24 positioned to articulate than I am.

25 **Q. Okay. Either way, in the inter-- in the**

1 **intervening time, like we just talked about, there's**
2 **been this agreement for a -- for a purchase and sale**
3 **of the -- of the company, but that has not actually**
4 **been finalized. Correct?**

5 A. The agreement has been signed.

6 **Q. Okay. The agreement has been signed.**
7 **Has every step of that contract been executed so far?**

8 A. Well, among other things, as I understand
9 it, this Commission has to weigh in on any sale.

10 **Q. Okay. If you know then, why are we here**
11 **doing this hearing ahead of getting that approval?**

12 MR. ZOBRI ST: Objection, calls for a
13 legal conclusion.

14 JUDGE BUSHMANN: Sustained.

15 BY MR. HADEN:

16 **Q. Okay. So you're requesting this CCN.**
17 **The CCN let's say was granted. I mean, I know it's**
18 **not up to you or up to me. The actual purchase may**
19 **then not be approved and you'd be right back in not**
20 **having an underlying owner. Correct?**

21 A. Then presumably Clean Line Energy and its
22 shareholders would continue to be the owner.

23 **Q. Right. Would Clean Line -- if that**
24 **happened, if Clean Line Energy just continued to be**
25 **the owner, if you didn't have a buyer, is there the**

1 **capital and the will there at that point then to**
2 **actually do this project and finish the project?**

3 A. Yeah. It -- absolutely. For the reasons
4 that I outlined before, this is a compelling project
5 whose economics make a lot of sense. And that's what
6 determines what projects attract financial resources.

7 And in this case, the reason that -- and
8 you can presumably ask Invenergy about this, but the
9 reason that they want to buy the project is because
10 they agree with that. And there are other parties out
11 there that if Invenergy changed their mind, which I
12 think is what you're suggesting, we're very confident
13 that other parties would want to get involved.

14 **Q. Who are those parties?**

15 A. I'm not at liberty to discuss the other
16 discussions that have taken place around the project,
17 but maybe we could do that in -- I don't know how that
18 works in a separate setting.

19 MR. ZOBRIST: We could go in-camera for
20 something like that. But, frankly, I think that that,
21 you know, is beyond the scope of this. We're to deal
22 with material changes now, not hypothetical situations
23 in the future.

24 JUDGE BUSHMANN: Your response?

25 MR. HADEN: Judge, I -- well, I gu-- I

1 think we can punt on that question. If Mr. Zobrist is
2 willing to not object, if we go in-camera later, maybe
3 we could address that question. I don't know that we
4 want to stop everything right now. I'm not asking you
5 to do that.

6 JUDGE BUSHMANN: All right.

7 MR. HADEN: Do you have --

8 MR. ZOBRIST: I don't see a pending
9 question so I think I'm okay.

10 MR. HADEN: Okay. Okay. I just wanted
11 to make sure I didn't cut you off there.

12 BY MR. HADEN:

13 **Q. Okay. So are there other contingencies**
14 **in place here that may not have anything to do with**
15 **this project that would cause the -- the agreement to**
16 **purchase with Invenergy to eventually not occur? I**
17 **mean, is -- are there other reasons that deal may fall**
18 **through?**

19 A. I would have to sort of -- I mean it's a
20 long agreement. Right?

21 **Q. It is.**

22 A. I don't want to avoid the question, but
23 both sides put a lot of time and money and legal
24 resources and so on behind structuring the agreement.
25 So I guess there must be some, but I would need to go

1 through each -- so if somebody invented cold fusion
2 next week, then I should imagine that Invenergy
3 wouldn't go through. In fact, they'd think -- rethink
4 many aspects of their business.

5 **Q. Right. We'd all get into different**
6 **businesses probably at that point.**

7 A. Quite possibly.

8 **Q. Do you have -- and I'm not asking about**
9 **amount. Do you have any money in hand right now?**
10 **Does Grain Belt have any money in hand for this deal?**

11 A. The -- yes.

12 **Q. Okay. Do they have all the money in**
13 **hand?**

14 A. From?

15 **Q. That would come -- I mean from the**
16 **purchase.**

17 A. Well, as -- again, I can't -- I think the
18 details of the purchase are -- I'm going to look to
19 our -- is it okay if I ask our counsel?

20 MR. ZOBRIST: Well, let me -- let me just
21 say if you want to get into the details of the
22 purchase, then we need to go in-camera. If you're
23 just asking, you know, for hypotheticals which are
24 bordering on speculation, then I'm fine with one more
25 question, but --

1 MR. HADEN: I mean, I don't -- I'm
2 not --

3 THE WITNESS: Money -- money has changed
4 hands, if that's the question.

5 MR. HADEN: Okay. I'm not sure how it
6 can be speculation. I mean I'm just trying to figure
7 out what's going on. I'm not privy to those details
8 either and I'm asking --

9 MR. ZOBRI ST: Well, if you want to get to
10 the details of the contract --

11 MR. HADEN: -- somebody who supposedly
12 is.

13 MR. ZOBRI ST: -- we need to go in-camera.
14 Mr. Berry will also be available, who was one of the
15 primary negotiators, at 1:00 p.m.

16 MR. HADEN: Let me be clear on that then.
17 When you say the details, you're say-- I specifically
18 said I don't want to know amounts. Do you -- are you
19 saying even the mechanism of the agreement is details?

20 THE WITNESS: No. But -- well, sorry.

21 MR. ZOBRI ST: Yeah, I'm -- I'm not going
22 to testify. Go ahead and answer -- ask another
23 question and --

24 BY MR. HADEN:

25 Q. Okay. I mean, I -- I -- all I've asked

1 **is do you have money in hand? Could be a dollar,**
2 **could be 300 billion dollars. I'm just saying do you**
3 **have money in hand?**

4 A. Money -- money has changed hands upon
5 signature of the agreement. More money would change
6 hands at -- when -- when everything closes. And then
7 more money would change hands once the project is
8 built. Does that answer your question?

9 Q. **It does. And I think -- it does as far**
10 **as what I'm going to ask. I have a follow-up**
11 **question, I guess. Okay. Let's say this -- the deal**
12 **with Invenergy falls through, doesn't happen. In the**
13 **intervening -- and I know you feel confident you'd get**
14 **other investors and move ahead.**

15 **But in the intervening time, if that deal**
16 **falls through, does -- does Grain Belt Clean Line, do**
17 **they have the capital in hand to go out and do this**
18 **project today without the Invenergy deal?**

19 A. Could you please explain what you mean by
20 go ahead and do this project?

21 Q. **I guess I can. I mean I -- are you going**
22 **to go ahead and -- let's say you got the CCN.**
23 **Invenergy walks away. Do you have the financial**
24 **resources to go out and build this project without**
25 **other investors?**

1 MR. ZOBRI ST: Judge --

2 BY MR. HADEN:

3 Q. Do you have enough money in hand to just
4 go do it?

5 MR. ZOBRI ST: Judge --

6 THE WITNESS: We do not have 3 billion
7 dollars in hand, no.

8 MR. ZOBRI ST: I was going to say, Judge,
9 the stipulation with Staff in Exhibit 206 requires the
10 company to come back at a future time if a CCN is
11 granted, to provide financing in the future. So that
12 contingency is provided for there. But to begin to
13 speculate about other things, you know, I think is not
14 appropriate.

15 JUDGE BUSHMANN: Question's already been
16 answered. Do you have another one?

17 BY MR. HADEN:

18 Q. Mr. Skelly, I would say -- I'm not trying
19 to get in between your relationship with your attorney
20 here. I would urge you to actually wait and let your
21 attorney object. Just like I know he'll give me the
22 same courtesy.

23 A. Okay.

24 Q. So -- I -- I know we get excited here. I
25 do -- I do have another question.

1 **Okay. So is it fair to say then that --**
2 **I mean if the Invenergy deal, which does not appear to**
3 **be complete, if that goes away, you don't have the**
4 **financial wherewithal to finish this project; is that**
5 **right?**

6 MR. ZOBRI ST: Objection. It calls for
7 speculation, it's also contrary to the -- to the
8 stipulations we've agreed to with Staff.

9 MR. HADEN: Well --

10 JUDGE BUSHMANN: What's your response,
11 Mr. Haden?

12 MR. HADEN: I understand you're saying
13 that there is some other mechanism that would get in
14 the way so you think it may not be relevant. I'm just
15 asking that as a straight fact question though; is
16 that true.

17 MR. ZOBRI ST: Well, but what I'm saying
18 though is the record in this case established that
19 they never had to have money up front because the
20 demonstration needed to be provided to Staff under
21 Exhibit 206. So I mean, this is just a circular point
22 that calls for speculation and is really irrelevant to
23 any material facts that have changed since the
24 Commission last heard the case.

25 JUDGE BUSHMANN: Seems to me that it's a

1 changed circumstance is what you're asking about based
2 on Clean Line's financial condition as it stands
3 today.

4 MR. HADEN: I am. I --

5 JUDGE BUSHMANN: To that extent, I
6 believe it would be relevant. If it involves
7 confidential information to get the answer, we can go
8 into in-camera. If -- if it doesn't require that, the
9 witness can answer the question.

10 BY MR. HADEN:

11 Q. So do you remember the question?

12 A. No.

13 Q. I'm not sure I do either. So the
14 question -- the question was if the Invenergy deal,
15 which is not consummated -- not fully consummated, not
16 completely yet, if that ends up not being completed,
17 does Clean Line Grain Belt, will they have the
18 financial wherewithal to then complete the project
19 even without that purchase by Invenergy? And it's --
20 it can be a yes or no question. I mean -- or you can
21 expound however you like.

22 A. Yeah. So we've been working on this
23 project for nine years and we've made great progress
24 along the way. And the macro trends have been very
25 favorable in terms of the technology improvements and

1 so on that I mentioned before.

2 I am fully confident that just as we
3 continue to put resources into the project today, we
4 will be able to continue to do so. That might be in
5 partnership with another entity or might be by
6 ourselves.

7 **Q. Okay. But that -- that part though is**
8 **speculative. Correct? I mean, I know you feel**
9 **confident it will happen.**

10 A. Well, I -- I -- look, I don't have a
11 crystal ball --

12 **Q. Okay.**

13 A. -- so I don't know what I could -- you're
14 asking me a speculative question.

15 **Q. I'm not asking you a speculative**
16 **question. I'm really asking you understanding that**
17 **you're confident, I -- just like I'm confident, you**
18 **know, in three years I hope I'm still making money in**
19 **my profession. We all are con-- hope-- hopeful and**
20 **even confident about the future.**

21 **What I'm saying is, if Invenergy walks**
22 **away from this deal, then the day -- between now and**
23 **whenever you think you're going to start construction**
24 **on this project, if they were to walk away from the**
25 **deal, on the day they walk away, will your -- will**

1 **Clean Line Grain Belt have the financial wherewithal**
2 **on that day to build this project, that fact standing**
3 **alone?**

4 A. As I pointed out -- and I think we've
5 discussed this in previous instances in this room. We
6 do not have 3 billion dollars sitting around waiting
7 to get through a series of regulatory approvals,
8 because we don't think that that would make a lot of
9 sense.

10 Our plan throughout, you know, the eight
11 years that we've been -- or nine years that we've been
12 working through this has been to bring in resources to
13 support the project's efforts as those resources are
14 needed and as the projects move forward. So, for
15 example, this month we'll spend some money, next money
16 we'll spend less money, et cetera, et cetera. And I
17 am confident that we will continue to have the
18 resources to pursue this project with or without
19 Invenergy.

20 **Q. Have you seen the -- some of the**
21 **stipulations and requirements for the project in terms**
22 **of how we deal with agricultural landowners?**

23 A. I have, yes.

24 **Q. And so what happens if those aren't**
25 **followed?**

1 A. That may be a legal question.

2 Q. Well, just I mean as a matter -- I guess
3 running the company as a matter of business ethics, I
4 mean, because it's not a secret I'm here on behalf of
5 farmers and ranchers.

6 MR. ZOBRI ST: Well, Judge --

7 BY MR. HADEN:

8 Q. What should we do?

9 MR. ZOBRI ST: -- Let me object. If
10 there's some development that I'm unaware of that has
11 happened since the last time the Commission heard the
12 case, this has already been dealt with before back in
13 March of 2017.

14 JUDGE BUSHMANN: I agree. Unless you can
15 describe how this changed since the last hearing.

16 MR. HADEN: Okay. Sorry. Well, to your
17 knowledge -- I guess I'll ask a follow-up question I
18 think would clarify that.

19 BY MR. HADEN:

20 Q. To your knowledge, has that changed?

21 A. No.

22 Q. Okay. In the -- and I think this has
23 changed. I mean you -- you've taken on -- you've got
24 at least a second role in your life right now since we
25 last saw each other a year and a half ago. Correct?

1 **Is that right?**

2 A. That's correct.

3 **Q. Okay. I just want to make sure we get a**
4 **verbal answer on the record. Do you see your role as**
5 **an executive or within leadership of the company being**
6 **different than what you would have anticipated from**
7 **the last time you testified going forward?**

8 A. Well, as -- you know, we have an
9 agreement in place with Invenergy that they manage
10 certain aspects of the project. So that is a change,
11 yes.

12 **Q. Okay. So I mean before -- and correct me**
13 **if I'm wrong because I really am asking in good faith**
14 **here. I mean, you envisioned yourself, in '17 when we**
15 **were here talking about this project, had -- had you**
16 **received a CCN and began construction then, you would**
17 **have been CEO and running the company for Clean Line**
18 **and Grain Belt. Correct?**

19 A. I'm trying to remember the -- the exact
20 date that we were here.

21 **Q. Would have been spring of '17.**

22 A. Yeah. Yeah, that's probably true.

23 **Q. Do you still see yourself in that role in**
24 **terms of just title if this project moves forward?**

25 MR. ZOBRI ST: Objection, calls for

1 speculation.

2 JUDGE BUSHMANN: Response?

3 MR. HADEN: I mean I'm asking as to his
4 belief. If he doesn't know or he doesn't have a
5 belief, that's fine, but I mean --

6 MR. ZOBRIST: Well, furthermore, what is
7 the relevance of this? We've got a plan before the
8 Commission right now. He's the chairman of the board
9 of the company. He's not the president. We have a
10 purchase agreement with Invenergy. What -- what does
11 career planning for Mr. Skelly have to do with this
12 case?

13 JUDGE BUSHMANN: I think you can ask
14 about what his role is with the company going forward.
15 That would be relevant.

16 MR. HADEN: Is that -- that's a question
17 to me or that's the ruling?

18 JUDGE BUSHMANN: I think -- I'm thinking
19 you can ask that about his role with the company going
20 forward.

21 BY MR. HADEN:

22 **Q. Okay. So that is my question. Going**
23 **forward, what do you anticipate -- understanding that**
24 **I'm not going to call you up if this turns out to be**
25 **wrong --**

1 A. Right.

2 Q. -- what do you anticipate your role
3 being?

4 A. You can call me up. But yeah, go ahead.

5 Q. What do you -- what do you think you're
6 going to be doing with the company?

7 A. If Invenergy -- if -- if -- presuming
8 that it closes, et cetera, then I'm more than happy to
9 help Invenergy in any way that I can, because we
10 have -- there's incentive mechanisms in place and so
11 on that would encourage me do that and I firmly
12 believe in -- in this and our other projects so I
13 would want to do anything I could to -- to help
14 advance the projects. That's the case that Invenergy
15 closes and things move forward, et cetera.

16 If they don't, then I will be on the
17 phone the next day to other parties, encourage them --
18 encouraging them to take a good look at what we
19 believe is a meritorious project and working with our
20 investors to continue to put resources into the
21 project to -- to continue to advance it.

22 Q. Looking forward then -- because I don't
23 want to ask speculative questions and I don't want to
24 be here all day. I'm not trying to hold anybody up.
25 If this Invenergy deal goes through, then is it fair

1 **to say it's better to ask them the questions about the**
2 **future of the project than you?**

3 A. If the Invenergy deals go through, then I
4 think they would be the owners of the project so yeah,
5 that probably makes sense.

6 **Q. Okay. That's all I have, Mr. Skelly.**
7 **Thank you.**

8 JUDGE BUSHMANN: Cross by Missouri
9 Landowners?

10 MR. AGATHEN: Thank you, Judge.

11 CROSS-EXAMINATION BY MR. AGATHEN:

12 **Q. Morning, Mr. Skelly.**

13 A. Good morning. Good to see you again.

14 **Q. Good to see you also.**

15 A. This is keeping us young.

16 **Q. Oh, yeah?**

17 **How many employees does Clean Line have**
18 **at this point?**

19 A. None.

20 **Q. And how many have you lost since about**
21 **the middle of 2016?**

22 A. We have sold off two -- two other
23 projects, our New Mexico project and our Oklahoma to
24 Memphis project. And not having those projects meant
25 that we haven't didn't need all the people that worked

1 on those projects.

2 **Q. So approximately how many have you lost**
3 **over that period of time?**

4 A. Well, lost is -- it's not necessarily --
5 many of those people went to work for the companies
6 that purchased those projects, so I wouldn't say
7 they're lost.

8 **Q. Not employed by Clean Line.**

9 A. Not employed by Clean Line. Well, our --
10 we probably had 50-something employees at that moment
11 in time.

12 JUDGE BUSHMANN: Mr. Agathen, can I get
13 you to speak into your microphone?

14 MR. AGATHEN: I'm sorry, Judge.

15 JUDGE BUSHMANN: Thank you.

16 BY MR. AGATHEN:

17 **Q. How many employees, if any, does Grain**
18 **Belt Express have?**

19 A. None. It never did actually.

20 **Q. How many employees, if any, does Grain**
21 **Belt Express Holding, LLC have?**

22 A. None. And it never had employees.

23 **Q. And those are the only two affiliates**
24 **that Clean Line has at this point?**

25 A. That's a good question. I'm going to

1 defer to Mr. Berry on that.

2 **Q. To your knowledge, does Clean Line or any**
3 **of its affiliates have any employees at this point?**

4 A. No.

5 **Q. You, yourself, ended your employment with**
6 **Clean Line in June of this year; is that correct?**

7 A. Yes.

8 **Q. So the entire Clean Line organization now**
9 **has no employees at all?**

10 A. We are lean and mean.

11 **Q. Does that mean no?**

12 A. That means no.

13 **Q. You're still chairman of the board of**
14 **Clean Line though. Correct?**

15 A. Correct.

16 **Q. Does Clean Line have any officers?**

17 A. Yes.

18 **Q. Who are they?**

19 A. Me.

20 **Q. And you're an officer by reason of the**
21 **fact that you're chairman of the Board of Directors?**

22 A. Yes.

23 **Q. And you resigned as CEO, right, of Clean**
24 **Line?**

25 A. Correct.

1 **Q. Does Grain Belt Express have any officers**
2 **or directors?**

3 A. I'm not -- I need to -- I need to defer
4 to Dave Berry on that and it's sort of a -- as you can
5 imagine with all these different companies, it's --
6 it's -- it's a lot to keep track of in your head.

7 **Q. But you can't think of any at this point?**

8 A. I'm going to -- again, I'm going to defer
9 to Dave Berry.

10 **Q. Is either Clean Line or Grain Belt**
11 **actively looking for new employees at this point?**

12 A. Not right now.

13 **Q. You filed Direct Testimony in this case**
14 **in -- back in August 2016; is that correct?**

15 A. I believe so.

16 **Q. And you told the Commission back in 2016**
17 **that Clean Line was developing three other direct**
18 **current lines as one -- as well as one AC line, which**
19 **you said will connect wind generation resources in**
20 **other wind-rich areas to low population centers. Does**
21 **that ring a bell?**

22 A. Yes.

23 **Q. One of those lines was called the Plains**
24 **and Eastern Line. Correct?**

25 A. Correct.

1 **Q. And at one point you had a Memorandum of**
2 **Understanding, or MOU, with the TVA to buy capacity?**

3 A. Correct.

4 **Q. How much capacity was --**

5 A. Well, not to buy capacity. It was more
6 of a joint study agreement and to collaborate on
7 technical aspects of the project.

8 MR. ZOBRI ST: Judge, I'm going to object
9 to the extent we're going over 2016 testimony unless
10 he relates it to changes.

11 MR. AGATHEN: I will relate this to
12 changes

13 JUDGE BUSHMANN: All right. Go ahead
14 then.

15 BY MR. AGATHEN:

16 **Q. You had some kind of a Mem-- Memorandum**
17 **of Understanding with TVA?**

18 A. Correct.

19 **Q. Did TVA eventually tell you that they**
20 **were no longer wishing to be involved in the project?**

21 A. They were not quite that direct.

22 **Q. Well, did they say that the price of the**
23 **energy that they were going to buy from you didn't fit**
24 **in their plans given that they had to add additional**
25 **capacity to back up the wind energy?**

1 A. They did not say that to us, no.

2 Q. **Did they say that to anybody, to your**
3 **recollection?**

4 A. I don't think so. Besides it would be --
5 we would, by the way, disagree with that assertion
6 that you have to buy capacity to back up renewables,
7 but that's a different --

8 Q. **Are you actively working with TVA on a**
9 **project at this point?**

10 A. We are not.

11 MR. ZOBRI ST: Objection.

12 BY MR. AGATHEN:

13 Q. **And did you sell all of Clean Line's**
14 **rights to that line in the state of Oklahoma?**

15 A. We did.

16 Q. **Has the US Department of Energy since**
17 **withdrawn from the Plains and Eastern project?**

18 A. Yeah. With a change of administration,
19 which -- there was not a lot of interest on the part
20 of DOE to participate in the project.

21 Q. **So the answer is that they have**
22 **withdrawn?**

23 A. Correct.

24 Q. **Another of the DC lines you described in**
25 **your 20'6 [sic] testimony was the Centennial West**

1 **Clean Line, LLC. Do you recall that?**

2 A. Yeah.

3 **Q. What's the present status of that line?**

4 A. That project is in -- idling. And that's
5 a project that we, quite honestly, did not put a lot
6 of time, energy, or money into.

7 **Q. And so what's the present status?**

8 A. It's -- we're not working on it anymore.

9 **Q. Did you -- did you have any capacity sold**
10 **on that line when you sold -- when you decided to**
11 **withdraw?**

12 A. No.

13 **Q. And the third DC line you were proposing**
14 **was the Rock Island line. Correct?**

15 A. Correct.

16 **Q. And that was to carry wind energy from**
17 **Iowa into Illinois?**

18 A. Correct.

19 **Q. Did you encounter problems in Iowa in**
20 **getting a certificate of convenience or the equivalent**
21 **there?**

22 A. We did.

23 **Q. What were those problems?**

24 A. Basically Iowa has a fairly convoluted
25 process that they would require a utility to go out

1 and buy all of the right-of-way or as much of it as --
2 but they never really said how much. And it could be
3 80 percent, could be 90 percent, it could be 50
4 percent. And at that moment in time they would
5 consider an application.

6 So it put the landowners in a difficult
7 position because they didn't know if this project
8 happening or not. And it put developers like us in a
9 difficult position because you don't know if you're
10 going to actually build the project when you're
11 negotiating with the landowners.

12 **Q. And the line went from Iowa into**
13 **Illinois. Correct?**

14 A. Correct.

15 **Q. Did the Illinois Supreme Court rule that**
16 **Grain Belt Express was not a public utility under**
17 **Illinois law?**

18 A. Yeah. We ran into a lot of opposition
19 from Exelon because they have competing generation
20 sources and they didn't want the competition.

21 **Q. What's the current status of that line?**

22 A. We are no longer pursuing that project.

23 **Q. Do you have any Memorandums of**
24 **Understanding or contracts to sell capacity on that**
25 **line?**

1 MR. ZOBRI ST: What -- what line are we
2 talking about?

3 BY MR. AGATHEN:

4 Q. I'm sorry. The Rock Island line.

5 A. As I mentioned, we're not pursuing that
6 project. And to -- to the general thrust of your
7 question, it -- in -- in -- in most instances,
8 customers don't sign up for capacity on projects until
9 they have visibility on whether or not a project can
10 actually get done.

11 Q. So the answer is no?

12 A. In the case of Rock Island, that is
13 correct.

14 Q. Finally, you mentioned the Western Spirit
15 line in your testimony in 2016. Correct?

16 A. Yeah.

17 Q. What's the status of that line?

18 A. That project is actually going great
19 guns. And we sold that to a company called Pattern
20 Energy and they are acquiring remaining right-of-way
21 and have done preliminary construction work and that
22 project should be -- at least parts of it should be
23 online in -- by the end of 2020.

24 Q. Does Clean Line have any equity interest
25 in that line?

1 A. We have -- again, it's similar situation
2 to before. We were paid a certain amount upon signing
3 and then a further amount upon approval and then we'll
4 get paid more once the project comes online.

5 **Q. So you don't have any equity interest?**
6 **You're not an owner in --**

7 A. We're not an owner, but we do have
8 economic interest.

9 **Q. At this point is it fair to say that**
10 **Clean Line is only pursuing the Grain Belt project?**

11 A. That's correct.

12 **Q. Is it true that Clean Line and Grain Belt**
13 **have sold all of their non-transmission assets since**
14 **you testified in 2016?**

15 A. That's correct.

16 **Q. In general, what do those assets consist**
17 **of?**

18 MR. ZOBRI ST: Judge, I'm going to object.
19 It's been updated. I think it's not relevant to go
20 into the particular assets that were sold at this
21 point. I don't know what the relevance is to a
22 transmission project.

23 JUDGE BUSHMANN: What's your response?

24 MR. AGATHEN: I don't know what the
25 relevance is unless I know what the assets are. I

1 mean it's -- it's an occurrence which has changed.
2 It's assets which Clean Line has, for whatever reason,
3 sold. So I think it's relevant to the situation now
4 vis-a-vis 2016.

5 JUDGE BUSHMANN: And which project are we
6 talking about?

7 MR. AGATHEN: All of their
8 non-transmission assets. And they don't say that they
9 relate to any particular project.

10 JUDGE BUSHMANN: How is this relevant to
11 the project at Grain Belt Express?

12 MR. AGATHEN: It goes to, I think, the
13 financial situation that has changed with Clean Line
14 since 2016 and now. I mean they've gotten rid of
15 assets. And one of the questions will be how much
16 dollar value did you get rid of and what are these
17 assets?

18 JUDGE BUSHMANN: I fail to see the
19 relevance of that detail of question relating to
20 projects that have nothing to do with this one. So I
21 would say I would sustain that objection on
22 relevance --

23 MR. AGATHEN: I understand.

24 JUDGE BUSHMANN: -- to that degree.

25 BY MR. AGATHEN:

1 **Q. Was Clean Line once an official member of**
2 **one of the sections of PJM?**

3 A. One of the sections of PJM?

4 **Q. Yes. Aren't there various sections which**
5 **are open to certain entities to join as official**
6 **members in certain sections or committees or whatever**
7 **they're called?**

8 MR. ZOBRI ST: Judge, I'm going to object
9 to that. I mean this -- we're talking about the
10 Missouri portion here that deals with SPP and MI SO.
11 And whatever Clean Line did or has done with PJM is
12 not relevant.

13 JUDGE BUSHMANN: Isn't PJM part of the
14 Grain Belt Express?

15 MR. ZOBRI ST: Right. Now, if we -- if
16 you -- if he's got a question about the transmission
17 line. But if he's talking about what Clean Line did
18 as a market participant or some sector in the PJM
19 advisory council, I don't understand its relevance to
20 this proceeding.

21 JUDGE BUSHMANN: Your response,
22 Mr. Agathen?

23 MR. AGATHEN: Again, they are members
24 of -- or were members of one of these sections, I
25 believe. And if that has changed, then it certainly

1 changes potentially at least their status in PJM,
2 which is a market they are entir-- obviously
3 interested in getting into.

4 JUDGE BUSHMANN: I'll allow a little bit
5 of questioning on that, but you need to stick to this
6 project.

7 MR. AGATHEN: I understand.

8 BY MR. AGATHEN:

9 **Q. So were you once a member of a committee**
10 **or a section or whatever of PJM?**

11 A. Yeah. I mean we've had a lot of
12 interactions with PJM and -- and MISO and SPP and WEC
13 (phonetic). And those interactions can take the form
14 of memberships in other types of participation. You
15 can be on committees, you can -- and they all have
16 different rules. So there's about 30 different
17 combinations of answers to this. With respect to
18 PJM --

19 **Q. Well --**

20 A. With respect to PJM, I'm pretty confident
21 that Jonathan Abebe can tell us exactly, you know,
22 what committees we were or are on and it relates to
23 the interconnect application process, et cetera, et
24 cetera. So I -- I'll defer to him. And he's here, as
25 you know.

1 **Q. Would the same be true with respect to**
2 **membership in MISO?**

3 A. Yeah. Again, there's like 30 different
4 combinations of answers so -- and I don't remember all
5 of them, but I think Jonathan probably does.

6 **Q. We mentioned earlier that you submitted**
7 **Direct Testimony in August of 2016 before this**
8 **Commission. Correct?**

9 A. Yes. You mentioned that.

10 **Q. At page 5, line 20 of that testimony, you**
11 **asked yourself the following question, quote, What**
12 **economic benefits will Missouri receive from the Grain**
13 **Belt project?**

14 **Do you remember something to that effect?**

15 A. That sounds like something that might
16 have been in my testimony.

17 **Q. And then at page 6 as part of your answer**
18 **to that question, you point out that Grain Belt and**
19 **Quanta, Q-u-a-n-t-a, Services have entered into an**
20 **agreement which commits them both to work towards an**
21 **engineering procurement and construction contract.**

22 **Do you remember words to that effect?**

23 A. I -- I -- I -- to be totally honest, I do
24 not remember words to that effect because there's
25 many, many pages of testimony and I don't remember the

1 words.

2 **Q. Mr. Skelly, I'm going to hand you a copy**
3 **of your testimony from the 2016 case. It's dated**
4 **August 30th, 2016, can be found in EFIS, Number 35.**
5 **Is that the testimony you filed?**

6 A. It -- probably, yes. Yeah, that's my
7 signature, so.

8 **Q. So I'll repeat the question I asked you**
9 **earlier. If you could go to page 6, as part of your**
10 **answer, you point out that Grain Belt and Quanta**
11 **Services have entered into an agreement which commits**
12 **them both to work towards an engineering procurement**
13 **and construction contract; is that correct?**

14 A. Yeah. That sounds correct, yes.

15 **Q. Do you recall -- strike that.**
16 **And in the same answer you testify that**
17 **you have formed partnerships with Missouri**
18 **manufacturers including ABB, Inc.; Hubbell Power**
19 **Systems; and general cable industries; is that**
20 **correct?**

21 MR. ZOBRI ST: Judge, I'm just going to
22 object because, again, we're repeating testimony from
23 2016. I don't understand. If there's an update or a
24 material change, it's not within the question.

25 JUDGE BUSHMANN: What are you getting at,

1 Mr. Agathen?

2 MR. AGATHEN: That there will be a
3 material change, at least potentially in that
4 testimony.

5 JUDGE BUSHMANN: All right. I'll allow
6 it. Go ahead.

7 MR. AGATHEN: Thank you, Your Honor.

8 THE WITNESS: Well, so, for example, ABB
9 yesterday it was announced that Hitachi is purchasing
10 many --

11 BY MR. AGATHEN:

12 Q. Is that what you testified to or not?

13 A. No. This is -- this is a new
14 development.

15 Q. No. My question was, is that what you
16 said in your testimony?

17 A. What did I -- is what what I said? That
18 Grain Belt Express has formed partnerships, et cetera,
19 et cetera?

20 Q. Yes.

21 A. Yeah. That's wr-- yeah, yeah.

22 Q. And you told the Commission that you
23 formed these partnerships to utilize projects made in
24 Missouri and to support manufacturing jobs in this
25 state?

1 A. Yeah. That's why we --

2 MR. ZOBRI ST: Objection. I'm not hearing
3 a question about a change or a potential change since
4 the testimony was filed.

5 MR. AGATHEN: This is a lead-up to those
6 questions.

7 JUDGE BUSHMANN: It's a pretty long
8 lead-up. Can you get to the question?

9 BY MR. AGATHEN:

10 **Q. Isn't it true that if the sale of Grain**
11 **Belt to Invenergy is approved and the deal is closed,**
12 **that Invenergy will have the authority to amend or**
13 **ca-- or cancel all of Grain Belt's contracts?**

14 A. No. They'll -- they'll inherit all the
15 contracts and commitments that we've made.

16 **Q. And will they have the authority to amend**
17 **or cancel those?**

18 MR. ZOBRI ST: Calls for speculation on
19 behalf of another party at this point. He's asking
20 Mr. Skelly to speculate what Mr. Zadlo or someone at
21 Invenergy might do.

22 JUDGE BUSHMANN: What's your response,
23 Mr. Agathen?

24 MR. AGATHEN: I'll withdraw that
25 question.

1 BY MR. AGATHEN:

2 Q. Mr. Skelly, I think we're done with that
3 document.

4 A. Okay.

5 Q. I'm going to hand you a different
6 document, which are your responses to Missouri
7 Landowners Alliance data requests.

8 A. Okay.

9 Q. And our question MS.18 says, With
10 reference to Mr. Skelly's testimony at page 3, lines
11 15 to 17, please list all the company's contracts
12 which are subject to review and possible cancellation
13 or revision by Invenergy.

14 And what is your answer to that data
15 request?

16 A. What is my -- sorry?

17 Q. What is your answer to that data request?

18 A. Oh, it says, If the sale of Grain Belt
19 Express --

20 (The court reporter interrupted for
21 transcript accuracy.)

22 BY MR. AGATHEN:

23 Q. I'm sorry. You're reading it too
24 quickly.

25 A. Oh, okay. If the sale of Grain Belt

1 Express is approved by regulators and the transaction
2 closes, Invenergy will have the authority to amend or
3 cancel all Grain Belt Express contracts per the terms
4 and conditions of each contract.

5 What that means is --

6 **Q. Stop. Hold on. Where is the end quote?**

7 A. Oh, at end -- Conditions of each
8 contract.

9 So what that means is --

10 **Q. And where -- where does the answer end?**

11 A. The -- the -- the answer ends at -- do
12 you want me to reread the whole thing?

13 **Q. Yes, please.**

14 A. Okay. If the sale of Grain Belt Express
15 is approved by regulators and the transaction closes,
16 Invenergy will have the authority to amend or cancel
17 all Grain Belt Express contracts per the terms and
18 conditions of each contract --

19 **Q. Is that the end quote?**

20 A. End quote.

21 **Q. Thank you.**

22 A. Now what that means is that they will be
23 in our previous position. Because in the con-- each
24 of the contracts that we had entered into will have a
25 set of commitments or provisions to amend them,

1 et cetera, et cetera. So nothing -- to the spirit I
2 think of why we're here, nothing changes.

3 **Q. So that would mean that you had the**
4 **ability to cancel all of those contracts all along?**

5 A. Per the terms of the contracts. So if
6 the contracts said you can cancel this, but you got to
7 pay us a gazillion dollars, then yes, we could cancel
8 but we'd have to pay a gazillion dollars.

9 **Q. Do any of those contracts say you have to**
10 **pay a gazillion dollars?**

11 MR. ZOBRIST: Let me -- let me just
12 object. If this is dealing with confidential
13 information, we need to go in-camera.

14 THE WITNESS: Yeah. There's a whole
15 series of contracts and all of them have different
16 provisions around -- like any contract. All contracts
17 have provisions on how they can be amended and
18 cancelled and if they're cancelled by either party,
19 what are the provisions of rule, et cetera, et cetera.
20 I think -- yeah, I'm telling you something kind of
21 obvious, but.

22 JUDGE BUSHMANN: Mr. Agathen, just
23 checking to see about how much more you have on your
24 cross? We need to take a break here shortly.

25 MR. AGATHEN: I still have quite a bit to

1 go, Your Honor.

2 JUDGE BUSHMANN: Why don't we take a
3 short recess then? I apologize for breaking during
4 the middle of your cross-examination.

5 We'll be in recess until 11:15.

6 (A recess was taken.)

7 JUDGE BUSHMANN: Pick up with our
8 cross-examination of Mr. Skelly.

9 MR. AGATHEN: Thank you, Judge.

10 BY MR. AGATHEN:

11 Q. At page 11 of his Supplemental Direct
12 Testimony, Mr. Zadlo -- I hope I'm pronouncing that
13 correctly. Zadlo?

14 A. Yes. Correct.

15 Q. Testified that after acquisition of the
16 Grain Belt project, Invenergy plans to evaluate any
17 existing contracts that Grain Belt has in place and
18 determine how they may align with Invenergy's plan to
19 advance the project.

20 Do you recall that -- words to that
21 effect?

22 A. Yes.

23 Q. Do you have any written assurances from
24 Invenergy that any of the contracts Grain Belt now has
25 in place will be honored if the sale is closed?

1 A. Again, the contracts are between Grain
2 Belt and these third parties that you seem to be
3 referring to. And they're binding on Grain Belt and
4 Invenergy would be the owner of Grain Belt, so they
5 would be binding on Invenergy as well. Obviously they
6 could negotiate changes.

7 **Q. Do you recall the question?**

8 A. I thought I answered it.

9 **Q. What was the question?**

10 MR. ZOBRI ST: Judge, I object. He can
11 either re-ask the question. This is not a memory
12 test.

13 MR. AGATHEN: Well, I would move that the
14 answer that was given by Mr. Skelly be stricken as
15 non-responsive.

16 JUDGE BUSHMANN: Go ahead and ask the
17 question again. I'm not going to strike that. I
18 don't think it was totally unresponsive.

19 BY MR. AGATHEN:

20 **Q. Do you have any written assurances from**
21 **Invenergy that any of the contracts Grain Belt now has**
22 **in place will be honored if the sale is closed?**

23 A. You know, I would have to review the
24 Membership Interest Purchase Agreement to -- and
25 there's also a legal dimension to your question, which

1 I'm not a lawyer, but it's my understanding there
2 would be -- as the owner of Grain Belt, they'd be
3 obliged to contracts that Grain Belt had entered into.
4 But that's probably a better question for a lawyer
5 than for me.

6 **Q. Well, other than the documents that have**
7 **been submitted by Mr. Zadlo, do you have any written**
8 **assurances from him, a document which says that they**
9 **will not cancel any of the contracts that you now**
10 **have?**

11 MR. ZOBRI ST: Objection, asked and
12 answered.

13 JUDGE BUSHMANN: Sustained.

14 BY MR. AGATHEN:

15 **Q. On a different subject, has Grain Belt**
16 **signed any other contracts for the sale of capacity**
17 **from its line since August of 2016?**

18 A. No.

19 **Q. Have you signed any Memorandums of**
20 **Understanding for the sale of capacity on any portion**
21 **of the lines since then?**

22 A. So the -- there have been a few changes
23 to the agreements with MJMEUC that Dave Berry could
24 walk us through in detail.

25 **Q. Right. But no Memorandums of**

1 **Understanding with any other party other than them?**

2 A. Correct.

3 **Q. Since the Commission order in this case**
4 **of August in 2017, has Grain Belt contacted any entity**
5 **about the prospect of buying capacity on the line?**

6 A. So because we were in front of the
7 Supreme Court and now back at the Commission, we did
8 not spend a lot of time trying to market the capacity
9 because we felt that potential customers would want to
10 know where this project was going to end up before
11 they spent time, money and energy evaluating it.

12 **Q. So did you contact any entities about the**
13 **possibility of buying capacity during that time**
14 **period?**

15 A. I'm sure we did.

16 **Q. Mr. Skelly, I'm handing you a copy of a**
17 **document, which is Grain Belt's response --**
18 **supplemental response to Missouri Landowners Alliance**
19 **first set of data requests. Question G-42 asks, Since**
20 **the Commission order in this case of August 16, 2017,**
21 **has Grain Belt or Clean Line contacted any-- any**
22 **entity about the prospect of buying capacity on its**
23 **line (other than any entity listed in response to**
24 **Items G-39 and G-41)?**

25 **And your supplemental response was no,**

1 **was it not?**

2 A. Yeah. I guess I was thinking of contact
3 in different context. So contact, I was thinking
4 conversations with folks. And this is -- but I think
5 you're correct there is an inconsistency there between
6 what's written there and the conversations that I
7 reflect upon.

8 **Q. Switching subjects again, Invenergy owns**
9 **a considerable number of generating facilities, does**
10 **it not?**

11 A. They do I believe, yes.

12 **Q. Including wind farms?**

13 A. Yes.

14 **Q. To your knowledge, does Invenergy own**
15 **wind farms in western Kansas?**

16 A. I think that's a question better directed
17 to Invenergy.

18 **Q. To your knowledge, is Invenergy planning**
19 **to develop wind farms in western Kansas?**

20 A. Again, that's a question better asked of
21 them. And they may or may not feel comfortable
22 answering that.

23 **Q. Have you ever discussed with Invenergy**
24 **the possibility of one of their own wind farms in**
25 **Kansas, Invenergy's, in buying capacity on the**

1 **proposed Grain Belt line?**

2 A. I don't think so.

3 **Q. On a different subject, when do you**
4 **expect to have all the necessary permits from state**
5 **commissions, county commissions, federal agencies such**
6 **as Fish and Wildlife Service, which would allow you to**
7 **begin construction of the line?**

8 A. So you're asking me to speculate on time
9 frames of this Commission and other commissions. And
10 most of the things that you're asking me to speculate
11 on do not have statut-- statutory time lines, so it's
12 a difficult question to answer.

13 **Q. So the answer is you don't know?**

14 A. It's -- this -- my experience in the
15 transmission business is that it is impossible to
16 predict how long regulatory processes will take.

17 **Q. Or other processes, for that matter, such**
18 **as -- such as obtaining permits?**

19 A. Those processes are -- as it turns out,
20 those time lines are a little bit more knowable.

21 **Q. Mr. Zadlo of Invenenergy is anticipating**
22 **that construction will not actually begin until the**
23 **year 2020; is that correct?**

24 MR. ZOBRI ST: Judge, I'm going to object.
25 I think that's an improper question as to form. He's

1 asking him to comment on what another witness is
2 saying. If he has something he can direct him to in
3 the record, that's fine; otherwise, he's asking him to
4 testify for Mr. Zadlo.

5 BY MR. AGATHEN:

6 **Q. At page 12 of his testimony --**

7 MR. ZOBRI ST: I'm sorry. Whose
8 testimony?

9 MR. AGATHEN: Mr. Zadlo.

10 BY MR. AGATHEN:

11 **Q. Does he say he is anticipating that**
12 **construction will not actually begin until the year**
13 **2020?**

14 A. You know, I don't have it in front of me,
15 but I could -- I could look at it and tell you if
16 that's what it says.

17 **Q. Well, it says what it says. Right?**

18 A. Presumably, yeah.

19 **Q. And you recall that he estimated that**
20 **construction would take approximately four years?**

21 A. That sounds about right. I don't recall.

22 **Q. Have you notified the FERC of the**
23 **proposed sale of the Grain Belt project to Invenergy?**

24 A. That's a question for Mr. Berry.

25 **Q. You don't know?**

1 A. I don't -- I don't know with certainty,
2 no:

3 **Q. Do you plan to seek FERC approval for the**
4 **sale of Grain Belt to Invenergy?**

5 A. I don't know if that's required or not.

6 MR. AGATHEN: Your Honor, I have some
7 other questions dealing with material that Invenergy
8 and/or Grain Belt have labeled confidential.

9 JUDGE BUSHMANN: Would you like to go
10 in-camera to discuss that?

11 MR. AGATHEN: I'm sure the other parties
12 would.

13 JUDGE BUSHMANN: All right then. We'll
14 go in-camera to have those conversations. Hold on one
15 moment. Anybody that's in the audience that is not
16 authorized to have access to confidential information
17 will need to leave while we're having this closed
18 session and then you will be allowed to return for the
19 next public session.

20 It will be the responsibility of the
21 attorneys to make sure that all authorized people are
22 in the room.

23 (WHEREUPON, an in-camera session was
24 held, contained in Volume 23, pages 1864 to 1875.)

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1 JUDGE BUSHMANN: We're now back in public
2 session.

3 Mr. Agathen, did that complete all your
4 tes-- all your cross-examination?

5 MR. AGATHEN: It does, Your Honor.

6 JUDGE BUSHMANN: Thank you. Were there
7 any questions by Commissioners?

8 COMMISSIONER HALL: I just have a few.

9 QUESTIONS BY COMMISSIONER HALL:

10 Q. **Good morning.**

11 A. Good morning.

12 Q. **My understanding is that the project**
13 **includes 500 megawatts being dropped in Missouri; is**
14 **that correct?**

15 A. Yes.

16 Q. **And there are contracts for how much of**
17 **that 500?**

18 A. 200.

19 Q. **And negotiations --**

20 A. Well, there's -- it's a combination of
21 contracts and options.

22 Q. **Okay. Can you -- can you delineate the**
23 **contracts and the options?**

24 A. Let me ask Dave Berry to do that because
25 he can really dive into the nitty gritty on that.

1 **Q. Okay. Would he also be the one to**
2 **discuss in general terms negotiations for the**
3 **remaining 300? Or there were -- or the balance of the**
4 **500?**

5 A. Yeah. Yeah.

6 **Q. And also -- okay.**

7 A. Invenergy could also provide commentary
8 on that topic.

9 **Q. So is that who is involved in the**
10 **negotiations? It's Invenergy; it's not --**

11 A. Yeah. And as I -- as I -- as we talked
12 about a minute ago, those are negotiations that would
13 really step up in earnest once we get through this
14 process. Right now if you go to a customer and say,
15 Hey, would you like to buy 300 megawatts delivered to
16 this point in Missouri, they would say, Well, lik--
17 look, I love that idea, but how are you guys doing? I
18 I was reading in the paper, et cetera, et cetera.

19 And once this process concludes, hop-- if
20 it concludes favorably, then that's -- that's the time
21 when customers are willing to engage and spend time
22 and energy evaluating opportunities like that.

23 **Q. When does the PTC phase out?**

24 A. So there are complicated tax rules, but
25 effectively there's dates around starting

1 construction, et ceter, et cetera. But projects need
2 to be online by the end of 2023 in order to avail
3 themselves of the minimum amount of the PTC, which is
4 what we call 40 percent PTCs.

5 **Q. And what would the effect be on the**
6 **levelized price of energy for wind that goes online**
7 **after 2023?**

8 A. Yeah. Interestingly, you know, when we
9 started this case, wind in Kansas with the PTC was in
10 the sort of low two cents range. And the technology
11 improvements have been so fantastic that without PTCs,
12 wind is going to cost in the low two cents.

13 And that's a function of -- it -- maybe
14 the simplest way to explain this is that it used to be
15 that on-shore wind technology improvements drove --
16 they'd take great improvements on-shore and they'd
17 move them off-shore. And then over the last decade as
18 more and more off-shore projects have gotten built in
19 Europe, what's happening is the -- the big machines
20 that are being developed for off-shore applications
21 are now being used on-shore. And that's bringing
22 costs down quite dramatically.

23 **Q. Do you believe that the lower wholesale**
24 **price for the 500 megawatts in Missouri would have any**
25 **kind of effect on the wholesale price or the clearing**

1 price within MISO or is 500 too small a number to
2 have -- to have an effect on the market? Or is that a
3 question better addressed to Mr. Berry?

4 A. Well, I mean it definitely has an effect
5 on the market, both the 500 injected in Missouri and
6 the 3,500 injected in PJM. And Mr. Berry could answer
7 that. I think Mr. Jon-- Mr. Abebe may be able to
8 answer that as well as in terms of electron flows and
9 so on. But that will definitely lower wholesale rates
10 in both cases.

11 Q. Significantly?

12 A. By -- significantly? Many millions of
13 dollars significantly, if that's -- if that's
14 significant. But, you know, this involves production
15 cost modeling and things like that, which I think we
16 did at other points along the way in this -- in this
17 case but I'll refer to -- I'll -- I'll defer to
18 Mr. Berry on that.

19 Q. Okay. I believe that's all I have.

20 Thank you.

21 JUDGE BUSHMANN: Recross based on
22 Commission questions. Questions from MJMEUC?

23 MR. AGATHEN: Just a few questions, Your
24 Honor, if I might.

25 JUDGE BUSHMANN: Hold on. I need to go

1 and see if anybody else has any first.

2 MR. AGATHEN: I apologize.

3 JUDGE BUSHMANN: MJMEUC.

4 MR. HEALY: No questions, Judge.

5 JUDGE BUSHMANN: ENGLE.

6 MS. PEMBERTON: No questions.

7 JUDGE BUSHMANN: Renew Missouri.

8 MR. OPITZ: No, thank you, Judge.

9 JUDGE BUSHMANN: Consumers Council.

10 MR. COFFMAN: No, Your Honor.

11 JUDGE BUSHMANN: Commission Staff.

12 MR. THOMPSON: No, thank you, Judge.

13 JUDGE BUSHMANN: Farm Bureau.

14 MR. HADEN: No, Your Honor.

15 JUDGE BUSHMANN: All right, Mr. Agathen.

16 MR. AGATHEN: Thank you.

17 RECROSS-EXAMINATION BY MR. AGATHEN:

18 Q. In a question from Commissioner Hall did
19 you say that the production tax credit would end
20 completely for wind generation going online in 2023?

21 A. So the project needs -- there's a bunch
22 of tax rules around this. And I'm not a tax attorney,
23 but generally speaking, they -- the project should be
24 online by the end of 2023. However, the Treasury
25 Department issues guidance on this topic. And if

1 there are delays that are not due to -- and you can
2 look up the Treasury guidance yourself if you like.

3 **Q. No, thank you.**

4 A. But there are -- there are rules around,
5 you know, what happens if you like miss it by an hour
6 or a month or a year, et cetera, et cetera. So it's
7 not -- it's not black and white, but broadly speaking,
8 projects ought to be online by the end of 2023.

9 **Q. Is there a different set of rules**
10 **regarding when the project must begin construction as**
11 **opposed to coming online?**

12 A. There are start of construction, which is
13 a -- a highly refined legal term in this whole tax
14 discussion. And it can range from buying transformers
15 to digging holes to building roads to making down
16 payments for equipment, et cetera, et cetera. So
17 start of construction is a very refined term that tax
18 lawyers make a lot of money giving people answers to,
19 and I'm not a tax lawyer.

20 **Q. Well, do the rules give a particular date**
21 **by which start of construction must begin in order to**
22 **be entitled to any part of the production tax credit?**

23 MR. ZOBRI ST: Judge, I think Mr. Skelly
24 has already stated that he's not an expert on the
25 production tax credit so I'm going to object for lack

1 of foundation.

2 JUDGE BUSHMANN: I'll overrule. The
3 witness can answer if he knows the answer to the
4 question.

5 THE WITNESS: I -- you know, I don't
6 really know it to -- Mr. Berry knows his stuff pretty
7 well. He's not a tax lawyer, but he's -- he's a
8 better tax lawyer than I am.

9 MR. AGATHEN: That's all I have, Your
10 Honor.

11 JUDGE BUSHMANN: Redirect by Grain Belt?
12 REDIRECT EXAMINATION BY MR. ZOBRI ST:

13 **Q. Mr. Skelly, are you aware that the**
14 **Internal Revenue Service has issued a series of**
15 **bulletins and things called safe harbor rules with**
16 **regard to the production tax credit?**

17 A. I am aware of that, yeah.

18 MR. ZOBRI ST: And, Judge, I would just
19 state for the record that Exhibit 132 in the
20 addressing of this issue with other witnesses was
21 handled in the hearing during March of 2017.

22 BY MR. ZOBRI ST:

23 **Q. Now, Mr. Skelly, you were asked about the**
24 **197 million dollar investment that was characterized**
25 **in the financial statements as an accumulated deficit.**

1 **What does that 197 million tell you in terms of**
2 **someone who is sponsoring this project and asking for**
3 **a certificate of convenience and necessity from this**
4 **Commission?**

5 A. Well, so recall, the 197 million is not
6 just for Grain Belt. Right? It's -- it's -- that's
7 the whole portfolio of projects. So can you repeat
8 the question?

9 Q. Well, that portion -- what portion of
10 that 197 million represents an investment in the Grain
11 Belt Express project?

12 A. Oh, it -- I don't know the exact number,
13 but tens of millions.

14 Q. Okay. So we're talking 30 to 40 million
15 dollars roughly?

16 A. Something -- yeah.

17 Q. Okay. But what does -- what should the
18 Commission infer from that investment that Clean Line
19 Energy Partners has made in this project and why it is
20 either viable or non-viable?

21 A. Well, I mean I think it should -- I think
22 what they should infer is that maybe just because we
23 keep coming back here year after year is that we think
24 this is a meritorious project and on that basis, have
25 been willing to invest a lot of time and money and

1 energy into -- into moving the project forward.

2 **Q. Now, the amounts that you read into the**
3 **record during the in-camera closed session as far as**
4 **the investments of your investors, those investments**
5 **still exist today. Correct?**

6 A. Oh, yeah. Those are -- those -- well,
7 the projects we sold to -- you know, to Pattern and to
8 Nexterra so -- and again, we -- we will -- our -- we
9 believe that -- you know, assuming these projects get
10 built, that our investors will be -- will be fine.

11 **Q. Now, Mr. Agathen and I believe Mr. Haden**
12 **asked you some questions about, you know, what happens**
13 **if -- if the Invenergy acquisition does not go**
14 **forward. Are your investors -- are they committed to**
15 **a Plan B should the Invenergy opportunity not come to**
16 **pass?**

17 A. Yes. So I think that, you know, we've
18 been at this a long time. We've invested a lot of
19 money. We're not -- we're not giving up. If
20 Invenergy were to fall by the wayside or whatever, we
21 would continue to -- to push forward with the project.

22 **Q. Now, you were asked some questions about**
23 **the contracts or Memorandums of Understanding that**
24 **Clean Line Energy Partners has entered into with**
25 **Missouri businesses. Do the terms and conditions of**

1 **that -- of those contracts provide for remedies for**
2 **those parties if either Clean Line or Invenergy do not**
3 **carry forward with those agreements?**

4 A. Yeah, they do. Yeah.

5 MR. ZOBRI ST: Judge, I think that's all I
6 have. Thank you.

7 JUDGE BUSHMANN: Mr. Skelly, that
8 completes your testimony. You may step down, sir.

9 THE WITNESS: Thank you.

10 JUDGE BUSHMANN: Why don't we break for
11 lunch. We'll be in recess until about ten minutes
12 after 1:00.

13 (A recess was taken.)

14 (Exhibit 141 was marked for
15 identification.)

16 JUDGE BUSHMANN: Let's go back on the
17 record. Before we go to our next witness, I do want
18 to take care of one witness that was scheduled for
19 tomorrow, Matt Riley, from ENGIE. Ms. Pemberton, if
20 you want to explain.

21 MS. PEMBERTON: Thank you, Judge. I
22 contacted the parties last week in an attempt to see
23 if anybody had questions for Mr. Riley and had a few
24 outliers I hadn't yet had the opportunity to touch
25 base with. I did touch base with them this morning.

1 They indicated that they do not have any questions for
2 Mr. Riley. So I presented that to the Commission and
3 apparently they don't think they have any questions
4 either.

5 So at this time I would like to move
6 Mr. Riley's testimony into the record, and that's
7 Exhibit 878.

8 JUDGE BUSHMANN: Are there any objections
9 to the receipt of that exhibit?

10 Hearing none, it is admitted into the
11 record.

12 (Exhibit 878 was received into evidence.)

13 MS. PEMBERTON: And I would request to be
14 excused for the remainder of the proceeding.

15 JUDGE BUSHMANN: You are excused.

16 MS. PEMBERTON: Thank you, sir.

17 MR. ZOBRI ST: Judge, may I ask that
18 Mr. Skelly be excused from the hearing as well?

19 JUDGE BUSHMANN: Yes.

20 MR. ZOBRI ST: Okay. Thank you.

21 JUDGE BUSHMANN: And I believe we're
22 ready for the next witness.

23 MR. ZOBRI ST: Yeah. The applicant calls
24 Jonathan Abebe to the stand.

25 (Exhibit 878 was marked for

1 i d e n t i f i c a t i o n .)

2 JUDGE BUSHMANN: Woul d you rai se your
3 ri ght hand, pl ease.

4 (Wi tness sworn.)

5 JUDGE BUSHMANN: Thank you.

6 JONATHAN ABEBE, being fi rst duly sworn, testi fi ed as
7 fol l ows:

8 D I R E C T E X A M I N A T I O N B Y M R . Z O B R I S T :

9 Q. P l e a s e s t a t e y o u r n a m e .

10 A. Jonathan Abebe.

11 Q. A n d a r e y o u -- w h a t i s y o u r p o s i t i o n w i t h
12 r e g a r d t o C l e a n L i n e a t t h i s t i m e ?

13 A. I ' m -- I t a k e c a r e o f t h e i r t r a n s m i s s i o n
14 a n d e n g i n e e r i n g a c t i v i t i e s .

15 Q. Y o u a l s o h a v e a p o s i t i o n w i t h P a t t e r n
16 E n e r g y ?

17 A. T h a t i s c o r r e c t .

18 Q. N o w , M r . A b e b e , d i d y o u c a u s e t o b e
19 p r e p a r e d i n t h i s c a s e S u p p l e m e n t a l D i r e c t T e s t i m o n y
20 t h a t ' s b e e n m a r k e d a s E x h i b i t 1 4 3 ?

21 A. I d i d . T h a n k y o u .

22 Q. D o y o u h a v e a n y c o r r e c t i o n s t o y o u r
23 t e s t i m o n y ?

24 A. N o , I d o n o t .

25 Q. A n d i f I w e r e t o a s k y o u t h e s e q u e s t i o n s ,

1 **would those be your answers as set forth in Exhibit**
2 **143?**

3 A. Yes, they would be.

4 **Q. And were your answers given under oath?**

5 A. Yes.

6 **Q. Okay.**

7 MR. ZOBRI ST: Judge, at this time I would
8 moved the admission of Exhibit 143.

9 JUDGE BUSHMANN: Any objections?

10 Hearing none, it is admitted.

11 (Exhibit 143 was received into evidence.)

12 MR. ZOBRI ST: And I tender the witness
13 for cross-examination.

14 JUDGE BUSHMANN: First cross-examination
15 would be MJMEUC.

16 MR. HEALY: No questions, Judge.

17 JUDGE BUSHMANN: Public Counsel.

18 MR. POSTON: No questions.

19 JUDGE BUSHMANN: Commission Staff.

20 MR. THOMPSON: No questions. Thank you,
21 Judge.

22 JUDGE BUSHMANN: Missouri Farm Bureau.

23 MR. HADEN: No questions, Your Honor.

24 JUDGE BUSHMANN: Missouri Landowners
25 Alliance.

1 MR. AGATHEN: Thank you, Your Honor.

2 CROSS-EXAMINATION BY MR. AGATHEN:

3 Q. Hello, Mr. Abebe.

4 A. Hello.

5 Q. General purpose of your Direct
6 Supplemental Testimony is to address material
7 changes --

8 MR. ZOBRI ST: I'm sorry, Judge. I can't
9 hear Mr. Agathen.

10 JUDGE BUSHMANN: You might need to use
11 your microphone.

12 MR. AGATHEN: Is that better?

13 MR. ZOBRI ST: Much better, thank you.

14 BY MR. AGATHEN:

15 Q. Let me start over.

16 A. Okay.

17 Q. General purpose of your Direct
18 Supplemental Testimony is to address material changes
19 in the testimony previously submitted by Dr. Wayne
20 Galli with respect to at least certain issues; is that
21 correct?

22 A. Yes.

23 Q. And Dr. Galli at the time was executive
24 vice president of transmission and technical services
25 for Clean Line?

1 A. Yes.

2 Q. Is it fair to say he was the top person
3 at Clean Line with respect to the engineering and
4 technical aspects of their transmission projects?

5 A. Yes.

6 Q. And he has since left Clean Line; is that
7 correct?

8 A. Yes.

9 Q. And were you once employed by Clean Line?

10 A. Yes.

11 Q. And did that employment end in June of
12 this year?

13 A. Yes.

14 Q. One subject touched on by both you and
15 Dr. Galli was the process of interconnecting the
16 proposed line with the Ameren system in MIS0; is that
17 correct?

18 A. That is correct.

19 Q. In order to gain approval for that
20 interconnection with MIS0, did Grain Belt submit its
21 project for inclusion in what's called a MIS0 queue?

22 A. Yes.

23 Q. Which placed Grain Belt behind other
24 projects also looking for a MIS0 approval. Correct?

25 A. It placed it in the queue. I'm --

1 **Q. And so there were other projects ahead of**
2 **your project in the queue?**

3 A. Yes. There are -- there are other
4 projects in the MIS0 queue.

5 **Q. Grain Belt submitted its proposed project**
6 **to the MIS0 queue back in September of 2012, did it**
7 **not?**

8 A. It did. It also submitted a subsequent
9 request.

10 **Q. At that point back in 2012, MIS0 began**
11 **some preliminary studies regarding the project, did it**
12 **not?**

13 A. It did.

14 **Q. And then in September of 2017, after five**
15 **years of waiting in the MIS0 queue, Grain Belt**
16 **withdrew its project from that queue; is that correct?**

17 A. I'm not sure I'd classify it as waiting.
18 We were in the queue and getting some study results
19 for specific system condition we wanted studied. We
20 weren't waiting for any result. We -- we wanted
21 certain studies to be completed and so when those
22 studies were completed --

23 **Q. But you did withdraw the project from --**

24 A. That is correct, yeah.

25 **Q. Okay. And that was because Grain Belt**

1 **decided not to keep paying the significant cost of**
2 **staying in the queue in light of what it perceived to**
3 **be the benefits of doing so; is that correct?**

4 A. Yes, that's -- that's -- that's part--
5 partly correct.

6 **Q. Could you follow up on that and tell me**
7 **why it's not totally correct?**

8 A. Well, so the other component is ensuring
9 we -- we understood what the other upgrades would
10 be -- that would be identified through the PJM study
11 process, which involved an interconnection of 3,500
12 megawatts near the scene between PJM and MISO. So we
13 wanted to ensure that whatever system upgrades were
14 identified from that system impact study through PJM
15 and the con-- the following affected system impact
16 study MISO are properly captured in the base case
17 study that we would be doing for the MISO
18 interconnection queue.

19 **Q. But that would have been true during the**
20 **entire time that you were in the MISO queue, would it**
21 **no?**

22 A. No. It -- it's dependent on PJM
23 completing its studies. And as part of the PJM
24 studies, they trigger an affected system impact study
25 in MISO. So when we were in the queue before, we

1 didn't have those study results. So if MISO proceeded
2 with a full study, they wouldn't have -- the base case
3 wouldn't be as accurate of what the system would
4 actually be when the project would be built.

5 **Q. Okay. So what you're saying is that you**
6 **withdrew based on a cost-benefit analysis in part.**

7 **Correct?**

8 A. Well, the study itself, it wouldn't be
9 the true representation of what the system would look
10 like interconnected to the PJM grid, as well as the
11 MISO grid. So if MISO -- if MISO just did their study
12 looking strictly on an island, they wouldn't capture
13 all the benefits from the reliability upgrades which
14 would be identified through the PJM interconnection
15 process.

16 **Q. Maybe I wasn't clear. I think you agreed**
17 **to me that Grain Belt decided not to keep paying the**
18 **significant cost of staying in the queue in light of**
19 **what it perceived to be the benefits of doing so.**

20 A. Yeah. I just wanted to make sure the
21 benefits are fully articulated here.

22 **Q. Thank you. Do you know the approximate**
23 **cost which Grain Belt would have incurred for this**
24 **year had it remained in the queue?**

25 A. So there are options in the queue. You

1 can do an optional study or proceed all the way
2 through the DPP process. So it depends which of the
3 options we had decided to take which would give us
4 different costs -- costs to stay -- to do the studies
5 in MISO.

6 **Q. What are the approximate costs of those**
7 **two options had you stayed in the queue?**

8 A. Subject to check, one is in the low
9 millions, which is based upon the -- the 500 megawatt
10 request. And then the optional study would be more in
11 the -- in the less than 50,000 range.

12 **Q. Would be how much?**

13 A. Less than 50,000.

14 **Q. And the first option costs how much?**

15 A. I would say it's in the low, single-digit
16 millions.

17 **Q. So you withdrew in part to save those**
18 **dollars that you're just talking about?**

19 A. So the primary reason that we withdrew,
20 as I tried to articulate earlier, was that whatever
21 study result you get from the MISO study, at this
22 point it's not -- it doesn't truly capture how the
23 system would look. And so you're not truly getting
24 the benefit of the upgrades which would come from PJM.
25 So that's why --

1 **Q. Right. And I'm looking at the cost --**

2 A. And then subsequently the cost -- the
3 cost also played a factor, but the driving force was
4 the technical side.

5 **Q. Is it true that the MISO queue operates**
6 **on a first-ready/first-served basis as opposed to a**
7 **first-in/first-out approach?**

8 A. If you proceed all the way through the
9 DPP process, correct, yes.

10 **Q. At some point if Grain Belt wishes to**
11 **connect its line with MISO somewhere, it will need to**
12 **re-enter the MISO queue, will it not?**

13 A. Yes.

14 **Q. And you were told by MISO that after**
15 **re-entering the queue, it would take approximately 505**
16 **additional days before MISO completes its studies of**
17 **the Grain Belt project; is that correct?**

18 A. Well, subject to check to the current
19 time lines that MISO's taking to process their queue,
20 that sounds about correct.

21 **Q. So roughly a year and a half?**

22 A. Again, subject to check, I -- I'm not
23 sure what the latest time line that MISO is using is,
24 but that's not too far off I would guess.

25 **Q. But that was the timeline that you**

1 **provided to us?**

2 A. Correct. At that time, yes.

3 **Q. When is Grain Belt scheduled to resubmit**
4 **its project to the MISO queue?**

5 A. I will defer that to Invenergy's witness
6 later on. Regarding future activities of the
7 interconnection, Invenergy has taken control of that.

8 **Q. So you have no estimate as to when that**
9 **might occur?**

10 A. I -- I believe it's first half of next
11 year, but again, I would defer to the Invenergy
12 witness.

13 **Q. Did Grain Belt ever withdraw from the PJM**
14 **queue?**

15 A. PJM -- Grain Belt is still in the PJM
16 queue to--

17 **Q. They never withdrew?**

18 A. No.

19 **Q. Just one more question. What is Ameren**
20 **now estimating the cost will be to interconnect the**
21 **Grain Belt project to the MISO network?**

22 A. Based on the last set of studies that we
23 did with MISO, they identified approximately
24 21 million dollars of upgrades. And those are
25 primarily related to the -- what's known as the

1 attachment facility, so to physically tap the 345kv
2 line where would be -- where Grain Belt would be
3 interconnecting to the Ameren and MISO system. But
4 no -- no further system upgrades were identified
5 besides the attachment facilities.

6 **Q. And that would be approximately**
7 **21 million?**

8 A. That is correct.

9 **Q. That's all I have. Thank you, sir.**

10 JUDGE BUSHMANN: Questions from
11 Commissioners?

12 COMMISSIONER KENNEY: I'm good right now.
13 Thank you.

14 QUESTIONS BY COMMISSIONER MR. HALL:

15 **Q. Good afternoon.**

16 A. Good afternoon.

17 **Q. The 21 million in upgrades required, that**
18 **was determined by MISO, by Ameren, by your company or**
19 **some combination thereof?**

20 A. It's a -- it's a combination of MISO and
21 Ameren. So the request gets put into MISO, MISO works
22 with the respective transmission owner that the
23 interconnection request is being submitted, in this
24 case Ameren. So it was -- it was -- it was an Ameren
25 report we got at the end of the day, but it was

1 through MISO.

2 **Q. Will those upgrades have any other**
3 **benefits other than allowing the 500 megawatts on your**
4 **line to come down into Falls County? Are -- are there**
5 **any other benefits to the system from -- from those**
6 **upgrades that you're aware of?**

7 A. With regards to reliability or the
8 availability of additional generation of the system
9 from economic perspective?

10 **Q. Reliability.**

11 A. I -- I would assume, you know, having
12 another generating source from an external system
13 is -- will help enhance reliability in -- in the MISO
14 system where we would be interconnecting. And I
15 believe we've done -- the previous case submitted LOLE
16 studies or -- which identified some of the benefits
17 associated with bringing in Grain Belt, which --
18 sorry, LOLE, Loss of Load expectation.

19 **Q. Switching gears for a second, the -- the**
20 **MISO queue, is there any downside from withdrawing**
21 **from the queue?**

22 A. So at the stage that we were at, there
23 was no downside to us. So we were -- we hadn't
24 proceeded all the way to what's called the DPP, the
25 definitive planning process. So we were able to get

1 what are known as optional studies done by MISO, which
2 would basically replicate from a steady state
3 perspective the studies that would be done in the DPP
4 process to understand what level of system upgrades
5 would be required.

6 And those studies come back saying that
7 besides the attachment facilities to just physically
8 interconnect to the system, the rest of the system in
9 the area that we're looking to interconnect can handle
10 the 500 megawatt injection.

11 **Q. From -- from your perspective, is**
12 **there -- is there any concern about leaving the queue**
13 **in terms of the time it will take to get approved by**
14 **MISO?**

15 A. Certainly any time you -- you are just
16 entering an interconnection study process, whether
17 it's in MISO or another large RTO, the study
18 process -- the schedule is -- is uncertain compared
19 to -- to other approvals that a project needs. So
20 that is one risk in terms of when -- the specific
21 timeline that MISO will get back to you with the final
22 answer.

23 **Q. Thank you. I have no further questions.**

24 JUDGE BUSHMANN: Recross based on Bench
25 questions. MJMEUC.

1 MR. HEALY: No questions, Judge.

2 JUDGE BUSHMANN: Public Counsel.

3 MR. POSTON: No questions.

4 JUDGE BUSHMANN: Staff.

5 MR. THOMPSON: No questions. Thank you,
6 Judge.

7 JUDGE BUSHMANN: Farm Bureau.

8 MR. HADEN: No questions, Your Honor.

9 JUDGE BUSHMANN: Landowners Alliance.

10 MR. AGATHEN: Yes, Your Honor. Thank
11 you.

12 RECROSS-EXAMINATION BY MR. AGATHEN:

13 **Q. I have just one question in follow up to**
14 **some of the questions that you received from**
15 **Commissioner Hall. I'm handing you a copy of your**
16 **responses to our data requests. Does that look**
17 **familiar?**

18 A. Yes, it does look familiar, subject to
19 check.

20 **Q. And Data Request JA-6 asks, Please list**
21 **and explain all of the reasons of which you are aware**
22 **why Grain Belt withdrew from the MIS0 generation**
23 **interconnection queue; is that correct?**

24 A. Can you point me to the section you just
25 read, sir?

1 **Q. (Indicating.)**

2 A. Yes, that's how it reads.

3 **Q. And what is your response?**

4 A. The costs of staying in the MIS0 queue
5 were significant and the advantages to staying in the
6 queue were minimal. The benefits did not justify --

7 (The court reporter interrupted for
8 transcript accuracy.)

9 THE WITNESS: Would you like me to start
10 again?

11 THE COURT REPORTER: Just the last
12 sentence.

13 MR. ZOBRI ST: She's just asking you to
14 slow down a little bit.

15 THE WITNESS: Certainly. I'll just
16 repeat it.

17 The costs of staying in the MIS0 queue
18 were significant and the advantages to staying in the
19 queue were minimal. The benefits did not justify the
20 cost, closed quote.

21 BY MR. AGATHEN:

22 **Q. So your response was basically that**
23 **cost-benefit analysis -- the response to this data**
24 **request?**

25 A. Yep. Yeah.

1 MR. AGATHEN: That's all I have, Judge.

2 JUDGE BUSHMANN: Redirect by Grain Belt.

3 MR. ZOBRI ST: Thank you, Judge.

4 REDIRECT EXAMINATION BY MR. ZOBRI ST:

5 Q. Mr. Abebe, you were asked by Mr. Agathen
6 about the costs and you talked about the high costs
7 and the low costs. To clarify in the low cost, did
8 Grain Belt Express proceed with the optional study
9 report by Ameren and MIS0?

10 A. Yes. So we did the optional study twice,
11 so -- and the results were consistent both times. And
12 so there was really not much benefit to doing a third
13 study because there was no other system changes in the
14 air that would impact the study results.

15 Q. And by the costs being the same, were
16 they both estimating costs to be in the range of
17 21 million dollars?

18 A. That is correct.

19 Q. And the latest cost is the optional study
20 report that was prepared in January 2017 that was
21 attached to Dr. Galli's Surrebuttal in this case?

22 A. Yes. That is correct.

23 Q. Okay. What is the relative --

24 MR. AGATHEN: Excuse me. Dr. Galli's
25 Surrebuttal?

1 MR. ZOBRI ST: Yeah, in this case.

2 MR. AGATHEN: Oh, I'm sorry.

3 MR. ZOBRI ST: Not --

4 MR. AGATHEN: Going back to the last one.

5 MR. ZOBRI ST: This is the same case
6 still.

7 MR. AGATHEN: Excuse me.

8 BY MR. ZOBRI ST:

9 **Q. What is the relative pace of getting**
10 **through the queue in PJM versus MIS0?**

11 A. The P-- it takes much longer to go
12 through the PJM queue, primarily as a result of a lot
13 of what's called re-tool studies because of a lot of
14 changes in the -- in the queue positions above our
15 Grain Belt position. So they basically have to
16 re-study whenever there's a significant change in the
17 higher queue positions.

18 **Q. Now, Mr. Agathen read to you your**
19 **response to this data request where you talked about**
20 **the costs and the benefits. What were the benefits**
21 **that you felt were outweighed by the costs of staying**
22 **in the MIS0 queue? In other words, the benefits that**
23 **you wouldn't receive necessarily from paying --**
24 **incurring the costs?**

25 A. So there was no additional benefit, as I

1 indicated, because we've do-- we had done the optional
2 study twice already and gotten the same result from
3 MISO. And so there was no additional reason to -- to
4 do the optional study again.

5 **Q. And so all the optional studies that**
6 **have been paid for by Grain Belt Express, the one that**
7 **is in this case plus the first one, they have been**
8 **brought to the attention of the Commission. Right?**

9 A. Yes. That is correct.

10 MR. ZOBRI ST: Nothing further, Judge.

11 JUDGE BUSHMANN: Thank you, Mr. Abebe.

12 You may step down.

13 MR. ZOBRI ST: And may he be excused, Your
14 Honor?

15 JUDGE BUSHMANN: Yes.

16 MR. ZOBRI ST: Thank you.

17 THE WITNESS: Thank you.

18 MR. ZOBRI ST: We're ready to have
19 Mr. Berry call in.

20 JUDGE BUSHMANN: Why don't we take a
21 five-minute recess while we try and get the telephone
22 connection set up.

23 MR. ZOBRI ST: Great.

24 (Off the record.)

25 (Exhibit 143 was marked for

1 i d e n t i f i c a t i o n .)

2 JUDGE BUSHMANN: Let's go back on the
3 record. I think we're ready for our next witness.
4 Mr. Zobrist, do you want to examine from the table
5 there or -- it's up to you. I don't care.

6 MR. ZOBRI ST: I don't have a witness in
7 the witness box, so I'm just going to stay put, Judge.

8 JUDGE BUSHMAN: That would be fine. Go
9 right ahead.

10 MR. ZOBRI ST: Grain Belt Express calls
11 David Berry.

12 JUDGE BUSHMANN: Mr. Berry, let me put
13 you under oath.

14 (Witness sworn.)

15 JUDGE BUSHMANN: Thank you. You may
16 proceed.

17 MR. ZOBRI ST: Thank you, Judge.

18 DAVID BERRY, being first duly sworn, testified as
19 follows:

20 DIRECT EXAMINATION BY MR. ZOBRI ST:

21 Q. Mr. Berry, can you hear me?

22 A. I can hear you. Can you hear me?

23 Q. Yes. Just fine. Please state your name
24 for the record.

25 A. It is David A. Berry, B-e-r-r-y.

1 **Q. And what is your relationship to Clean**
2 **Line Energy Partners today and Grain Belt Express**
3 **Holdi ng?**

4 A. I am retained as a consultant to help
5 with the development of the Grain Belt Express
6 project.

7 **Q. And by whom are you employed at the**
8 **moment?**

9 A. I'm employed by ConnectGen, LLC.

10 **Q. And did you cause to be prepared Exhibit**
11 **142, Supplemental Direct Testimony in this case?**

12 A. I did.

13 **Q. And I understand you have one correction**
14 **to your testimony?**

15 A. Yes, I do.

16 **Q. And what page is that on?**

17 A. That's on page 3, line 16.

18 **Q. And -- and what is the change?**

19 A. The word "subsidiary" there should be
20 "affili ate."

21 **Q. So the full sentence should read, On**
22 **November 9th, 2018, Grain Belt Express Holding, LLC**
23 **entered into a Membership Interest Purchase Agreement**
24 **with Invenergy Transmission, LLC ("Invenergy**
25 **Transmission"), which is an affiliate of Invenergy,**

1 **LLC. And then it goes on. Correct?**

2 A. That's correct.

3 **Q. Okay. And is that the only correction to**
4 **your testimony?**

5 A. It is.

6 **Q. And if I were to ask you the questions**
7 **that are put forth on Exhibit 142, would your answers**
8 **be the same as set forth there?**

9 A. They would.

10 **Q. And were the answers there given under**
11 **oath?**

12 A. Yes.

13 MR. ZOBRI ST: Okay. Judge, I move the
14 admission of Exhibit 142 at this time and tender the
15 witness for cross-examination.

16 JUDGE BUSHMANN: Any objections to the
17 receipt of that evidence?

18 Hearing none, it is admitted.

19 (Exhibit 142 was received into evidence.)

20 MR. ZOBRI ST: Thank you, Judge.

21 JUDGE BUSHMANN: First cross would be
22 MJMEUC.

23 MR. HEALY: No questions, Judge.

24 JUDGE BUSHMANN: Public Counsel.

25 MR. POSTON: No questions.

1 JUDGE BUSHMANN: Commission Staff.

2 MS. THOMAS: No questions. Thank you,
3 Judge.

4 JUDGE BUSHMANN: Farm Bureau.

5 MR. HADEN: Just a few questions, Judge.
6 And I'll come up since I don't have a mic.

7 CROSS-EXAMINATION BY MR. HADEN:

8 **Q. Mr. Berry, my name's Brent Haden. I'm**
9 **the attorney for the Missouri Farm Bureau Federation**
10 **in this matter. I just had a few questions for you on**
11 **cross-examination.**

12 **My first question, you made a correction**
13 **from subsidiary to affiliate in your description of**
14 **Invenergy Transmission, LLC as it relates to**
15 **Invenergy, LLC. What's the distinction that's**
16 **important here between affiliate and subsidiary?**

17 A. As an affiliate, they're part of the same
18 family of companies. And I now understand that
19 Invenergy Transmission, LLC is not a direct subsidiary
20 of Invenergy, LLC.

21 **Q. So by that do you mean it's not wholly**
22 **owned or there's diversity within the ownership group,**
23 **or do you know?**

24 A. My understanding is that it is not wholly
25 owned.

1 **Q. Do you know who else has shares in the**
2 **company? And by that I mean in Invenergy**
3 **Transmission, LLC. Do you know who else would have**
4 **ownership interest in that company?**

5 A. I do not.

6 **Q. Do you know -- and if you don't, it's**
7 **fine -- but Invenergy, LLC, are they a controlling**
8 **owner? Do they have actual direct control of**
9 **Invenergy Transmission, LLC?**

10 A. I do not know.

11 **Q. Okay. Who -- who told -- who told --**
12 **gave you this information to be able to correct this?**
13 **Where did you learn the information that they were an**
14 **affiliate as opposed to a subsidiary from?**

15 A. It was a discussion with Mr. Zobrist who
16 had also discussed the matter with the Invenergy team.

17 MR. ZOBRI ST: You know, Mr. Haden, I can
18 tell you Mr. Zadl o in his Supplemental Surrebuttal has
19 an org chart that I think answers your questions.

20 MR. HADEN: Thank you. Are we going to
21 put you under oath to testify as a fact witness?

22 MR. ZOBRI ST: No. But we're going to put
23 Mr. Zadl o under oath.

24 BY MR. HADEN:

25 **Q. Okay. I want to direct your attention to**

1 page 4 of your testimony. And in the middle of that
2 page on line 9 the question put to you is, Please
3 describe how Grain Belt Express will now fund the
4 development and construction of the project.

5 And first line of your -- I won't read
6 the whole paragraph to you, but you start out by
7 saying, Invenergy will fund the development of the
8 project until the closing date of the MIPA.

9 Where did you get that information from?

10 A. That's from the -- it's set forth in the
11 DMA, Development Management Agreement.

12 Q. Okay. And so is that contingent upon the
13 actual completion of the sale of Grain Belt to
14 Invenergy, or do you know?

15 A. It is not contingent.

16 Q. So Invenergy, to your understanding, is
17 promising to fund the project whether they buy Grain
18 Belt or not?

19 A. Invenergy is -- is funding the
20 development of the project right now, yes.

21 Q. Okay. But do you -- and if you don't
22 know, it's fine, but if they don't actually
23 purchase -- don't complete and consummate their
24 purchase of Grain Belt and Clean Line, will they still
25 fund the project, if you know?

1 A. I'm having trouble following the
2 question. Could you try -- try restating it?

3 **Q. Okay. So what -- I want to get to your**
4 **knowledge -- I mean, I don't want to set up too much**
5 **background here for a fact you may not know. But**
6 **if -- do you know whether Invenergy and Grain Belt,**
7 **slash, Clean Line, whether they have actually**
8 **completed their purchase agreement in terms of**
9 **completed all the terms of it?**

10 A. The purchase agreement has been signed,
11 yes.

12 **Q. Okay. But it -- it's got contingent**
13 **terms in it though on -- for things like regulatory**
14 **approval and some other contingent terms. Correct?**

15 A. Yes. There are conditions precedent to
16 the closing of the transaction, including regulatory
17 approval.

18 **Q. Okay. And if those condition**
19 **precedents -- conditions precedent are not met, then**
20 **that deal may not actually ultimately happen.**
21 **Correct?**

22 A. That's possible.

23 **Q. Okay. And if that did happen, would it**
24 **still be true -- your answer from line 11 of 4 -- that**
25 **Invenergy will fund the developmental costs of the**

1 **project?**

2 A. At that point, I don't know. The
3 existing agreement -- the Development Management
4 Agreement sets up funding in between the signing of
5 the purchase agreement and the closing of that
6 agreement. Afterwards, I don't know.

7 Q. Okay. Let's go to the -- and then the
8 next sentence starts on line 12 on that same page 4 of
9 your testimony. It says, Following the closing of the
10 transaction, Invenergy will fund the development costs
11 of the project as its owner.

12 Is it safe to say that if Invenergy does
13 not close the -- that -- the transaction, it does not
14 become the owner of the project, that they would not
15 fund the development of that project?

16 A. If it -- I think it would depend on -- on
17 what happens and if we can structure an alternative
18 arrangement for them to still participate in the
19 project. So I -- I -- I couldn't say definitively one
20 way or the other.

21 Q. Would you be speculating about what's
22 going to occur if you did that?

23 A. I'd say yes.

24 Q. So is the funding of this project then
25 speculative at this time?

1 A. I wouldn't agree with that, no.

2 **Q. Well, explain that to me. I mean if it's**
3 **contingent upon conditions precedent that have not yet**
4 **occurred and that may not occur, then how are we**
5 **guaranteed that this funding is actually going to**
6 **happen?**

7 A. So I'll break this into pieces. There is
8 a Development Management Agreement in place now where
9 Invenergy is funding development of the project.
10 We've also signed a purchase agreement which has
11 conditions precedent. And if those condition
12 precedents are met, the transaction will close and
13 Invenergy will begin funding the project as its owner.

14 If we -- the conditions precedent aren't
15 met, for example, if we don't receive the necessary
16 regulatory approvals, then Invenergy would have no
17 obligation to continue funding the project. But
18 number one, Clean Line has some resources that it can
19 use to continue funding the project. And -- and,
20 number two, if we don't get regulatory approval, we
21 would -- we would step back and figure out the
22 situation and there may be -- there may well be a way
23 for Invenergy to keep participating and keep funding.

24 **Q. So the last two things you said, I want**
25 **to break that down into two different pieces here.**

1 **You said there would be other resources available to**
2 **the company. Correct? Even if the deal doesn't go**
3 **through Invenergy; is that correct?**

4 A. Yes. Clean Line would -- would have
5 resources to continue funding the project if the
6 transaction with Invenergy didn't close for any
7 reason.

8 **Q. What are those resources?**

9 A. We have a cash balance in the -- balance
10 in our -- in our bank. And we also have the ability
11 to obtain additional funding from our investors.
12 Neither of those is the plan. The plan is to sell the
13 project, but they are -- they are options should we
14 need them.

15 **Q. But you -- you'd have to go ask for that**
16 **funding from these other investors though. Correct?**

17 A. Yes. They would need to -- they would
18 need to approve their own funding, that's correct.

19 **Q. And I guess what -- I've set that as a**
20 **distinction to you don't have them hooked in right now**
21 **contractually to a guar-- as a guaranteed Plan B.**
22 **Right?**

23 A. Well, the -- the -- the funds we have on
24 hand are there. New sources of funding -- no, our
25 investors aren't contractually obligated so we would

1 need to sit down with them and explain the -- the
2 situation should this -- should this hypothetical come
3 to pass.

4 **Q. So if the condition precedents -- I mean**
5 **tell me if you agree with this. If the conditions**
6 **precedent don't occur with Invenergy and that deal**
7 **falls through, at present there is no guaranteed**
8 **source of funding for this project. Correct?**

9 MR. ZOBRI ST: Objection, asked and
10 answered, Your Honor.

11 MR. HADEN: I don't thi -- Judge, I don't
12 think it has been. He's put it through that oh, now
13 there's going to be all these other ways we can do it
14 and -- but that also doesn't comport with the rest of
15 the answer.

16 JUDGE BUSHMANN: I think he's answered
17 the questions, just not using the words that you're
18 asking him to use. If you want to ask it in a
19 different way or ask for a different result.

20 BY MR. HADEN:

21 **Q. Well, I mean -- okay. I don't know --**
22 **I'm trying to walk through this step by step. You've**
23 **told me there's conditions precedent to the deal with**
24 **Invenergy. Correct, Mr. Berry?**

25 A. That's correct.

1 **Q. And it's also correct to say that not**
2 **every one of those conditions precedent, as we stand**
3 **here today, has been met. Correct?**

4 A. Agreed.

5 **Q. Okay. So Invenergy -- and if those**
6 **conditions precedent are not met, then Invenergy has**
7 **the right to walk away from this deal to purchase**
8 **Grain Belt. Correct?**

9 A. It depends on the circumstance, but yes,
10 if the conditions precedent are never met and cannot
11 be met, then they do not have to close.

12 **Q. Okay. And I don't -- and I'm not trying**
13 **to be dense or simple. I mean this is the way lots**
14 **and lots of business deals are structured so this**
15 **isn't that surprising. I'm just trying to get to the**
16 **bottom of, you know, is this fish actually fried or**
17 **are we still in process here.**

18 **You're telling me Invenergy -- there are**
19 **still contingencies -- and these are contingencies**
20 **that are outside the control of both Grain Belt and**
21 **Invenergy that could -- may not happen that could make**
22 **the deal not happen. Right?**

23 MR. ZOBRI ST: Objection, asked and
24 answered.

25 JUDGE BUSHMANN: I think he has answered

1 that.

2 BY MR. HADEN:

3 **Q. Okay. That being the case then, if**
4 **Invenergy's funding then is not truly guaranteed**
5 **because there are contingencies here that are -- there**
6 **are con-- conditions precedent that have not been met,**
7 **what -- is there a guaranteed source of funding**
8 **backing up this deal and is anybody else obligated to**
9 **give Grain Belt Clean Line money to finish the**
10 **project?**

11 MR. ZOBRI ST: Mr. Berry has already
12 answered that. He's talked about the investors, he's
13 talked about the options that would be thought of
14 under this contingency, so I don't know what counsel
15 is trying to arrive at.

16 JUDGE BUSHMANN: I'll go ahead and let
17 him answer this question. Mr. Berry, do you remember?

18 THE WITNESS: Yes. If you could -- if
19 you could repeat it, please.

20 BY MR. HADEN:

21 **Q. Okay. You would agree with me that there**
22 **is not a -- that there are conditions precedent that**
23 **may mean the deal doesn't go through with Invenergy at**
24 **this point. Right?**

25 MR. ZOBRI ST: That's been asked and

1 answered four times.

2 MR. HADEN: Okay. Well, I'm t-- I agree
3 with you, but if -- as to your last point to the
4 question you objected to before, if it's been asked
5 and answered, tell me the answer because I don't know
6 the answer.

7 BY MR. HADEN:

8 Q. To the ultimate question of is there a
9 guaranteed source of funding if Invenergy walks away
10 from the deal? I understand you think you've got
11 sources out there you could access, but is there a
12 guaranteed, contractually obligated source of funding?

13 A. In -- in the event that the conditions
14 precedent for the Invenergy deal aren't met and can't
15 be met, we have cash on hand that we can use to
16 continue funding the project. And another option for
17 us, though none of our investors have a binding
18 contractual commitment to invest, another option for
19 us is to arrange for a source of funding from them as
20 we've done many times before when we needed to.

21 Q. But is that second answer then a no as of
22 today? I understand you're looking forward to the
23 future and hopeful. But as I stand here and ask this
24 question now, is any other investor contractually
25 obligated? That's the question I'm asking. And I

1 **know it's been asked, but is the answer no, as you**
2 **stand today you don't have those -- you don't have any**
3 **contractual guarantee of additional funding?**

4 A. I -- I've tried to answer the question
5 with a -- with a full predicate intact so I believe
6 I've answered your question. If -- if I need to
7 clarify it, you can -- you can -- if you could please
8 ask it a different way, but I --

9 **Q. I'm not going to ask it a different way.**
10 **Is that a no or not? As we stand today, is the answer**
11 **no?**

12 A. I don't think it's a simple yes or no
13 answer. And I -- I answered the question previously
14 when I said that -- that we have cash on hand, which
15 is one option, and if we need it, we can also discuss
16 with our investors an additional amount of funding.
17 They do not have a contractual obligation to make that
18 funding.

19 MR. HADEN: Judge, I'm going to request
20 on the record -- and I understand you have to make
21 your ruling either way. I'm going to request that you
22 direct the witness to answer.

23 JUDGE BUSHMANN: He just at the end said
24 there's no contractual obligation, so I think that was
25 an answer to the question that you asked.

1 MR. HADEN: Thank you.

2 BY MR. HADEN:

3 Q. Going back to your point where you say
4 you have cash on hand, is there cash on hand today for
5 Grain Belt and Clean Line to finish this project if
6 Invenergy doesn't buy the company?

7 A. Not to build the project to its
8 completion, no.

9 Q. Okay. Just give me one moment here,
10 Mr. Berry.

11 That's all I had. Thank you, Mr. Berry.

12 JUDGE BUSHMANN: Missouri Landowners.

13 MR. AGATHEN: Thank you, Judge.

14 CROSS-EXAMINATION BY MR. AGATHEN:

15 Q. Hello, Mr. Berry.

16 A. Hello.

17 Q. My name is Paul Agathen and I represent
18 two different groups of landowners at this point, plus
19 another -- another additional five or so who have
20 inter-- intervened in this case as well.

21 I'm -- I'm going to ask you a few
22 questions that are kind of out of order here, but one
23 was deferred to you by Mr. Skelly. And my question
24 is, does Clean Line have any affiliate companies which
25 have any employees?

1 A. Could you clarify for me what you mean
2 by -- by affiliate in your question?

3 **Q. Well, in the normal sense of that term in**
4 **the -- in the business world, two companies that are**
5 **somehow related.**

6 A. So I would say that yes, Clean Line has
7 affiliates with -- with employees.

8 **Q. And who are those affiliates?**

9 A. It -- the -- the various investors in
10 Clean Line who are still involved in managing the
11 project do -- do have employees.

12 **Q. Okay. Other than the investors, are**
13 **there any affiliates of Clean Line which have any**
14 **employees?**

15 A. I'll -- I'll answer it this way. Clean
16 Line Energy Partners does not have any employees and
17 none of its subsidiaries have employees. They only
18 have consultants; a chairman, Mr. Skelly; and a Board
19 of Directors.

20 **Q. Thank you. And then one answer -- or**
21 **question that came up during cross-examination by**
22 **Mr. Haden, you said that you do not, if I understood**
23 **it, have cash on hand to get through the complete**
24 **construction of the project. Was that correct?**

25 A. That's correct.

1 **Q. Do you have enough cash on hand to get**
2 **through the development phase?**

3 A. Not the full development phase.

4 **Q. Thank you. I'll get back to my original**
5 **questions now. Clean Line first approached Invenergy**
6 **about selling the Grain Belt line as opposed to them**
7 **seeking you out. Correct?**

8 A. I believe that's correct.

9 **Q. Had Clean Line or Grain Belt approached**
10 **any other entity over the past two years in an attempt**
11 **to sell the Grain Belt project?**

12 A. We've had some other discussions, yes.

13 **Q. With how many different entities?**

14 A. Initial discussions with -- with several
15 entities. I don't have a specific number.

16 **Q. Are we talking two, three or a dozen?**

17 MR. ZOBRIST: Judge, I don't think we
18 need to -- I think that's not relevant at this point.
19 We've talked about what the deal is right here and I
20 don't know what relevance that has to the plan right
21 now for Invenergy to take over this project and build
22 it.

23 JUDGE BUSHMANN: What's your response,
24 Mr. Agathen?

25 MR. AGATHEN: It's a question from --

1 from my end to determine whether or not Clean Line was
2 really at the end of the line, so to speak, looking
3 for people to buy it.

4 MR. ZOBRI ST: Again, I think that's
5 irrelevant. And if he wants to ask the Invenergy
6 witnesses why they made the decision that they made, I
7 think that's fine, but engaging in speculation or
8 discussions with other companies that are not here and
9 not present and not relevant to the case I think need
10 not be pursued.

11 JUDGE BUSHMANN: Yeah. I don't see the
12 relevance either, so I'm going to sustain the
13 objection.

14 BY MR. AGATHEN:

15 **Q. Has Grain Belt Express ever borrowed any**
16 **money from any source, including Clean Line?**

17 MR. ZOBRI ST: Objection. What's the
18 relevance of that?

19 MR. AGATHEN: Well, it goes to the
20 question of whether or not they received Commission
21 permission to borrow money. And that will then tie in
22 with the need to get permission from the Commission in
23 order to sell the project.

24 MR. ZOBRI ST: This Commission only has
25 jurisdiction, Judge, over Missouri domiciled utilities

1 that are Missouri corporations and it doesn't have any
2 jurisdiction over this. It's never sought to assert
3 it, so I -- that -- that's my legal statement. The
4 other point is I think that's irrelevant. He has the
5 financial statements. He can ask the witnesses
6 questions about the financial statements.

7 JUDGE BUSHMANN: I'm having trouble
8 lining up your question with this project. Can you
9 explain further, Mr. Agathen? I'm --

10 MR. AGATHEN: I don't have any other
11 explanation beyond that, what I gave you.

12 JUDGE BUSHMANN: Well, then I'll sustain
13 the objection.

14 BY MR. AGATHEN:

15 Q. On a different subject, is it fair to say
16 that any wind farm built in western Kansas would be
17 capable of connecting to your converter station in
18 Ford County, Kansas?

19 A. I -- I'd say it's possible. It would be
20 more probable the closer the wind farm is to the
21 converter station.

22 Q. Sure. But any wind farm in western
23 Kansas could connect. Right?

24 A. I'd agree.

25 Q. Have you discussed the possibility with

1 anyone from Invenergy of that company constructing
2 and/or owning wind farms in Kansas which would buy
3 capacity on a proposed Grain Belt line?

4 A. I have not discussed that possibility in
5 any detail. I can't recall whether it has been
6 mentioned in passing at any point in time.

7 Q. Have you discussed with Invenergy the
8 possibility of not building the proposed converter
9 station in Ralls County, Missouri?

10 A. No, I don't believe I have.

11 Q. Have you discussed with anyone at In-- at
12 Invenergy the possibility of them making significant
13 changes in the route of the proposed line after they
14 close the deal?

15 A. No, I have not.

16 Q. Have you discussed the possibility with
17 anyone from Invenergy of the possibility of building
18 the line into Missouri and then not extending it into
19 Illinois and Indiana?

20 A. That may have been something we discussed
21 in passing, but we haven't had any discussions in
22 detail about it.

23 Q. And when would you have been discussing
24 it in passing?

25 A. I don't know.

1 Q. Approximately?

2 A. Within the last year.

3 Q. Thank you. I looked through what is
4 basically the sales contract between Grain Belt and
5 Invenergy and it appears that the conditions for
6 closing are generally found in Article 6. Does that
7 sound right?

8 A. I'll accept that, subject to check.

9 Q. For example, one condition of the closing
10 is that Grain Belt will have obtained the CCN from
11 this Commission. Correct?

12 A. That's correct.

13 Q. And also approval from the Kansas
14 Commission?

15 A. Yes, that's correct.

16 Q. Is there any similar condition to the
17 closing that the Illinois Commission will have given
18 its permission for building the line in that state?

19 MR. ZOBRI ST: Judge, I'm just -- I'm not
20 certain, because we produced several versions of the
21 purchase agreement, on whether these are confidential
22 or not. Because there was a highly redacted portion
23 that was public and then we produced a confidential
24 version with less redactions. So I would --

25 JUDGE BUSHMANN: I'll let you think about

1 that for a second if you need to decide if this is
2 redacted material.

3 MR. ZOBRI ST: I've conferred with
4 counsel, my -- my colleague, and the conditions
5 precedent are not confidential, so --

6 JUDGE BUSHMANN: Okay. You may proceed,
7 Mr. Agathen.

8 BY MR. AGATHEN:

9 Q. Do you recall the question, Mr. Berry?

10 A. If you could restate it just to be sure.

11 Q. Is there a condition to the closing that
12 the Illinois Commission will give its permission for
13 building the line in that state?

14 A. No, there is not.

15 Q. Well, if you need permission to close
16 from the Missouri Commission and the Kansas
17 Commission, why not the Illinois Commission?

18 A. I -- I can't say why approval isn't
19 required. I'm -- wouldn't venture a legal opinion as
20 to that.

21 Q. Well, it's not a legal opinion. Why was
22 not that included in the section dealing with
23 conditions precedent?

24 MR. ZOBRI ST: Well, Judge, I think that's
25 not relevant to this application or the documents that

1 are in evidence.

2 JUDGE BUSHMANN: Your response?

3 MR. AGATHEN: Yes. I think it's
4 certainly relevant because in the last case it took
5 them three years to get through the process from the
6 time of filing the application until they finally got
7 a final decision from the appellate court there. So
8 if that length of time is included in the whole
9 process, it makes a world of difference as to the
10 likelihood that they're ever going to get through this
11 process.

12 MR. ZOBRI ST: But, Judge, that's --

13 JUDGE BUSHMANN: I'll -- I'll overrule
14 the objection and the witness can answer if he knows.

15 THE WITNESS: The only answer I have is
16 that --

17 (Phone momentarily cut out; the court
18 reporter interrupted for transcript accuracy.)

19 JUDGE BUSHMANN: Hold on, Mr. Berry.
20 Hold on just a moment. Okay. Can you start your
21 answer again, Mr. Berry, for the court reporter?

22 THE WITNESS: The only answer I have is
23 that the conditions precedent were subject to -- and
24 we wound up with a set that was acceptable to both
25 parties. I can't --

1 (Phone momentarily cut out.)

2 JUDGE BUSHMANN: I'm afraid you cut out
3 there for a second. Maybe your phone connection cut
4 out. I'm sorry to make you do this. Can you start
5 with your answer again?

6 THE WITNESS: Sure. And maybe I can
7 simplify it. I can't speculate why a specific
8 Illinois condition wasn't included. This was an
9 extensive negotiation on total package of conditions
10 precedent.

11 BY MR. AGATHEN:

12 **Q. During those -- you -- you were a part of**
13 **those negotiations. Right?**

14 A. I was.

15 **Q. During the process of those negotiations,**
16 **did Invenergy ask that permission from the Illinois**
17 **Commission be included as a condition precedent?**

18 MR. ZOBRI ST: Judge, I'm going to object.
19 I don't think that the negotiations between two
20 private parties with regard to conditions that are not
21 in the document are relevant to this. And if the
22 Commission wants to hear it, then I really think we
23 need to go into in-camera session.

24 JUDGE BUSHMANN: What's your response?

25 MR. AGATHEN: I think it is absolutely

1 relevant as to why the condition for -- of approval
2 from the Illinois Commission is not in the document.
3 So far we've heard that it was basically a give and
4 take and I'm trying to determine which side, if
5 either, wanted to include that as a condition to
6 the -- to the closing.

7 JUDGE BUSHMANN: Mister -- Mr. Berry's
8 already testified that he doesn't know.

9 MR. AGATHEN: Well, he didn't -- he
10 didn't say he didn't know -- or he did say he didn't
11 know why it wasn't included. But one side, Invenergy
12 for example, could have been arguing that they wanted
13 that included and that for some reason Grain Belt said
14 no, we're not going to do it.

15 JUDGE BUSHMANN: Okay. I think if you
16 want to ask Invenergy about that, you can do that.
17 But I think that's a -- you've already covered this
18 area with Mr. Berry. So why don't you move onto
19 another topic?

20 BY MR. AGATHEN:

21 Q. You do plan to refile for permission in
22 Illinois. Right?

23 A. Yes. We will need an additional approval
24 in -- in Illinois to build the project.

25 Q. And whose name will that application be

1 **in?**

2 MR. ZOBRI ST: Judge, again, I think it
3 depends on whether these conditions precedent are
4 fulfilled. And I think pursuing this whole question
5 of Illinois ought to be deferred to Mr. Zadlo from
6 Invenergy, because Invenergy now is developing the
7 project pursuant to the Development Management
8 Agreement.

9 JUDGE BUSHMANN: Mr. Agathen?

10 MR. AGATHEN: This is a simple question
11 who is going to be filing the application in Illinois.

12 JUDGE BUSHMANN: I'll overrule the
13 objection.

14 THE WITNESS: I don't know the party that
15 will file it.

16 BY MR. AGATHEN:

17 **Q. Thank you. On a different subject, just**
18 **one question, are you aware that numerous wind**
19 **projects in Missouri are now under development?**

20 A. I'm generally aware that a number of
21 projects are under development, yes.

22 **Q. Numerous projects?**

23 MR. ZOBRI ST: Objection, vague and
24 ambiguous. What's numerous? More than one?

25 JUDGE BUSHMANN: Sustained.

1 BY MR. AGATHEN:

2 Q. Mr. Berry, I have -- would hand you a
3 document if you were here in person, but Mr. Zobrist
4 has just looked at it. So could you accept, subject
5 to check, that Data Request G-83 asked you to describe
6 in general to the best of Grain Belt's knowledge all
7 plans announced since August 30th, 2016 for the
8 development of additional projects to bring wind
9 generation into Missouri, and that your response is as
10 follows: Mr. Berry is aware that numerous wind
11 projects in Missouri are under development, but he
12 does not know the details of any projects?

13 A. I'll accept that subject to my counsel's
14 confirmation.

15 Q. On another topic, when we asked you to
16 describe the input and/or approval authority which
17 Invenergy will have in the process of establishing
18 rates for the sale of capacity prior to the closing of
19 the sale, you told us that Invenergy has the authority
20 described in the Development Management Agreement. Do
21 you recall that?

22 A. I'm sorry. You were breaking up,
23 Mr. Agathen. Could you repeat the question, please?

24 Q. Sure.

25 JUDGE BUSHMANN: You might want to get

1 closer to the microphone.

2 BY MR. AGATHEN:

3 **Q. When we asked you to describe the input**
4 **and/or approval authority which Invenergy will have in**
5 **the process of establishing rates for the sale of**
6 **capacity prior to closing of the sale, you told us**
7 **that Invenergy has the authority described in the**
8 **Development Management Agreement. Do you recall that?**

9 A. That sounds correct, again, subject to my
10 counsel looking at the DR.

11 MR. ZOBRI ST: Which number? I've got it.
12 Just tell me the number.

13 MR. AGATHEN: G-98.

14 MR. ZOBRI ST: Oh, G.

15 MR. AGATHEN: I've just handed the
16 document to Mr. Zobrist and he appeared to concur that
17 that was the case.

18 MR. ZOBRI ST: It's quoted accurately.

19 BY MR. AGATHEN:

20 **Q. That Development Management Agreement**
21 **that you referred me to is a rather lengthy document,**
22 **isn't it?**

23 A. I wouldn't say it's particularly lengthy
24 for a legal agreement.

25 **Q. Well, do you know how many pages it is?**

1 A. I believe it's about 12 pages.

2 Q. Okay. Where in those 12 pages can I find
3 the answer to that question?

4 MR. ZOBRI ST: Which question?

5 MR. AGATHEN: To describe the authority
6 that Invenergy will have in setting the rates for the
7 sale of capacity.

8 THE WITNESS: I don't know and -- exactly
9 which sections of the agreement are relevant.

10 BY MR. AGATHEN:

11 Q. See, my problem was you referred for
12 me -- you referred me to this 15-page document or
13 whatever it is without a reference to any specific
14 section in it. And I'm trying to find out where I can
15 find the answer in that document to the question. And
16 you're saying you don't know?

17 A. I am -- I am confident the governance
18 provisions between Invenergy and Grain Belt are in
19 this document. I -- I couldn't offhand point you
20 to -- to the relevant sections of it, no.

21 Q. On a different subject, at page 5 of your
22 Supplemental Direct Testimony, beginning at about
23 line 9 -- do you have that available?

24 A. I do.

25 Q. You discuss the lack of any material

1 **changes to your levelized cost analysis from the**
2 **earlier phase of this case. Is that generally**
3 **correct?**

4 A. That's correct.

5 **Q. What's the current cost of debt for**
6 **construction of a typical wind farm?**

7 MR. ZOBRI ST: Judge, I'm going to object
8 unless that is an update from earlier in the case.

9 JUDGE BUSHMANN: How does this relate to
10 changes since the last case?

11 MR. AGATHEN: Yes, it does. I'm trying
12 to determine whether, in fact, there were any changes
13 to the analysis that he made.

14 JUDGE BUSHMANN: Okay. I'll allow you to
15 proceed. Go ahead.

16 BY MR. AGATHEN:

17 **Q. Do you remember the question?**

18 A. If you could repeat it, please, that
19 would be great.

20 **Q. Sure. What is the current cost of debt**
21 **for construction of a typical wind farm?**

22 A. I -- I do not have the number off the top
23 of my head. I know it's quite low.

24 **Q. Like what?**

25 A. I would say under 5 percent.

1 **Q. What is the approximate annual inflation**
2 **rate today?**

3 A. I believe inflation is in the vicinity of
4 2 percent, depending on the index you use.

5 **Q. What are the current mid-range forecasts**
6 **by EIA for the cost of natural gas in 2022?**

7 A. I do not have that number on the top of
8 my head -- off the top of my head.

9 **Q. How about 2040?**

10 A. Same answer.

11 **Q. What are the current mid-range carbon**
12 **dioxide prices in the SYNAPSE report for 2051 --**

13 MR. ZOBRI ST: Judge --

14 BY MR. AGATHEN:

15 **Q. -- that's S-Y-N-A-P-S-E?**

16 MR. ZOBRI ST: Judge, I'm going to object
17 because the question ought to be not what are the
18 prices today, but in Mr. Berry's opinion and based on
19 upon his knowledge of the industry, have they changed
20 materially since the case was submitted to the
21 Commission in 2017. That's -- that's the issue.

22 JUDGE BUSHMANN: What's your response
23 Mr. Agathen?

24 MR. AGATHEN: Well, then that's kind of a
25 vague question as to whether they changed materially.

1 I think the Commission ought to have before them the
2 numbers if Mr. Berry is aware of them so that you can
3 determine -- the Commission can determine whether or
4 not there is any change in the analysis that he did
5 which they deem relevant here.

6 MR. ZOBRI ST: Well, Judge, any party
7 could have presented that kind of testimony should
8 they chose to, and Missouri Landowners Alliance did
9 not do so.

10 MR. AGATHEN: Well, we do not have the
11 burden of proof here.

12 MR. ZOBRI ST: And -- and I'm not saying
13 that he does, but the point is that's not relevant.
14 The question is, are there material changes not in any
15 one discrete factor but overall that changed the
16 levelized cost of energy analysis that Mr. Berry did.

17 JUDGE BUSHMANN: I'm having trouble
18 finding the relevance to these individual factors that
19 you're talking about, but --

20 MR. AGATHEN: Well, the individual
21 factors obviously, if they have changed, then they
22 change the outcome from his analysis in 2016 to the
23 analysis which he didn't do today.

24 JUDGE BUSHMANN: Well, that -- that's an
25 assumption.

1 MR. AGATHEN: Right. And -- and I don't
2 know the answer to that unless he answers the
3 questions that I'm asking.

4 JUDGE BUSHMANN: I'll give you a little
5 bit more leeway, but I do want to stay away from
6 trying to rehash anything from the previous hearing.

7 MR. AGATHEN: Sure. I'm just looking for
8 today's numbers as opposed to the previous hearing.

9 JUDGE BUSHMANN: All right. You may
10 proceed.

11 MR. AGATHEN: Thank you, Judge.

12 BY MR. AGATHEN:

13 Q. What are the current mid-range carbon
14 dioxide prices in that SYNAPSE report for 2051?

15 A. I'm not clear on which document you're
16 referring to. Could you point me to a specific
17 document?

18 Q. Well, you referred in your analysis in
19 2016 to the SYNAPSE report for the mid-range carbon
20 dioxide prices. And I'm asking you today what that
21 same report that you used would show for the year
22 2051?

23 A. I do not have that number off the top of
24 my head.

25 Q. Do you have an approximation?

1 A. I do not.

2 Q. **What is the capital cost today in dollars**
3 **per megawatt for construction of a combined cycle gas**
4 **unit?**

5 A. I do not have a specific number on the --
6 off the top of my head. I know it's been relatively
7 unchanged over the last decade.

8 Q. **How about for a utility scale solar**
9 **plant?**

10 A. I, again, don't have a figure off the top
11 of my head, though I -- as I think I mentioned in my
12 testimony, that has come down quite a bit in recent
13 years.

14 Q. **Have you done any kind of formal or even**
15 **informal update of the levelized cost analysis which**
16 **you filed here in August of 2016?**

17 A. I have not done an update, no.

18 Q. **On a different subject, and this was, I**
19 **think, kind of deferred to you by Mr. Skelly, what's**
20 **the current status of the federal government's tax**
21 **credit program for wind generators especially with**
22 **respect to the start date for construction? Do you**
23 **understand the question?**

24 A. I believe so. There haven't been any
25 changes in that -- in that program. So I believe I

1 addressed that in -- at length in testimony in the
2 prior proceeding and -- and I'd refer you there. I
3 don't think there have been any -- any important
4 changes to it.

5 **Q. On a different subject, at page 2 of your**
6 **Supplemental Direct Testimony -- or excuse me. At**
7 **page 2 of his Supplemental Direct Testimony on this**
8 **remand, Mr. Grotzinger states that the reduced price**
9 **of the second 200 megawatts of capacity that they**
10 **could buy from Grain Belt means that the total price**
11 **reduction for the 200 megawatts amounts to a**
12 **17.6 percent decrease in the amount they paid to Grain**
13 **Belt. Do you recall that?**

14 A. I -- I do not remember that specific
15 section of his testimony.

16 **Q. Well, if that's what he said, and the**
17 **record will speak for itself, is it fair to say that**
18 **the revenue recovered by Grain Belt under the original**
19 **MJMEUC contract would now be reduced by approximately**
20 **17.6 percent?**

21 A. I'll definitely agree it would be
22 reduced. I -- I haven't done that math myself. I
23 would suspect Mr. Grotzinger did it correctly.

24 **Q. Great. Speaking of the new MJMEUC**
25 **contract as well as the contract you signed a while**

1 **back with Re-- Realgy -- I can never mis-- never**
2 **pronounce that correctly, R-e-a-l-g-y -- Grain Belt's**
3 **authorized by the FERC to negotiate rates with those**
4 **two entities for the sale of capacity on the line.**

5 **Correct?**

6 A. That's correct.

7 **Q. And I assume that over the course of your**
8 **career you've been involved in a number of**
9 **negotiations dealing with the rate for the sale of**
10 **capacity. Would that be accurate?**

11 A. That's correct.

12 **Q. Under FERC rules, are you basically**
13 **allowed to set whatever rate the seller and buyer can**
14 **mutually agree upon?**

15 A. I think that would be an
16 oversimplification. We have the ability to negotiate
17 rates, but there are rules and guideposts on our
18 negotiations.

19 **Q. What restrictions are there from the FERC**
20 **which would not allow you to negotiate a rate with a**
21 **customer?**

22 A. On that question, just to give a complete
23 answer, I'm -- I'm fairly sure the negotiated rate
24 order from FERC is in the record in this case. And
25 that would be the most complete description of the

1 rules they approved for our negotiation.

2 Q. So if there is nothing further in the
3 rules that they approved, then would you agree that
4 you could negotiate whatever rate the two parties
5 agree upon.

6 Q. As a general matter, we can negotiate
7 rates. I wouldn't want to speculate that there are
8 absolutely no other legal restrictions on -- on our
9 negotiation.

10 Q. But if there are, as you've said, they'd
11 be in that FERC order. Right?

12 A. I don't know the answer to that.

13 Q. Well, do you know of any other document
14 which would -- which would contain any such
15 restrictions?

16 A. I don't know any other specific document.

17 Q. On a different subject, at page 7 of your
18 Supplemental Direct Testimony you state that Grain
19 Belt is still agreeable to the conditions lifted in --
20 listed in Staff Exhibit 206; that is, conditions to
21 granting the certificate of convenience. Do you
22 recall that?

23 A. I do.

24 Q. Do you recall that there's nothing in
25 that Exhibit 206 which conditions the construction of

1 **the transmission line on the construction of the post**
2 **converter station in Ralls County?**

3 A. Sorry. I'm just going back to look at
4 the exhibit.

5 **Q. Sure.**

6 A. Was that also a schedule to my testimony,
7 do you know?

8 **Q. Pardon?**

9 A. Was that also a schedule to my testimony?
10 Is there another reference you have for it?

11 **Q. I just have Staff Exhibit 206.**

12 A. Okay. And again, I apologize for not
13 being there. Is that the exhibit that was sponsored
14 by Staff or is that the exhibit sponsored in my
15 testimony? Can you give me some context to that
16 document, please?

17 **Q. That is a Staff exhibit.**

18 MR. ZOBRI ST: If Mr. Berry will give me a
19 moment, I think there may be a schedule to his
20 Surrebuttal Testimony in the previous part of this
21 proceeding. Dave, do you have your Surrebuttal
22 testimony available?

23 THE WITNESS: I do.

24 MR. ZOBRI ST: You might take a look at
25 Schedule DAB-9. That -- that is not what Mr. Agathen

1 was referring to, but it does state the summary of
2 proposed conditions in Grain Belt Express's position.

3 BY MR. AGATHEN:

4 **Q. And the question --**

5 A. That's --

6 **Q. -- again, is -- is there --**

7 A. I'm sorry. Go ahead.

8 **Q. Is there a condition that you've agreed**
9 **to that you build the converter station in Ralls**
10 **County?**

11 A. And I'm sorry. Mr. Zobrist, is
12 Schedule 9 you're referring to? I'm trying to catch
13 up with documents. I will get there.

14 **Q. Let me try and simplify this. Let's**
15 **assume hypothetically that in none of these documents**
16 **there is an agreed-upon condition to the CCN that you**
17 **build the converter station in Ralls County. Just**
18 **hypothetically. Do you understand that?**

19 A. I do.

20 **Q. And what's the estimated cost of that**
21 **converter station, approximately?**

22 A. It's several hundred million dollars.

23 **Q. To your knowledge, is there anything in**
24 **Grain Belt's application or in the evidence submitted**
25 **in this case which would require that the Ralls County**

1 **substation actually be built if the CCN is granted?**

2 A. I -- I don't know one way or the other.

3 **Q. Would Grain Belt agree as another**
4 **condition to the grant of the CCN, assuming it's not**
5 **already in there, that at or about the time it builds**
6 **the line through Missouri, it also builds the**
7 **converter station in Ralls County?**

8 A. I'm not prepared to agree to conditions
9 here on the stand or on the phone today. I'm sure we
10 can review anything you have to propose in our briefs
11 or elsewhere.

12 **Q. Well, can you think of any other reason**
13 **why -- any reason at all why you would not agree to**
14 **that condition that you build the converter station?**

15 MR. ZOBRI ST: Objection, Judge. That's
16 argumentative.

17 JUDGE BUSHMANN: Sustained.

18 BY MR. AGATHEN:

19 **Q. Have you read the MLA's list of proposed**
20 **conditions?**

21 A. Could you point me to a -- the specific
22 document?

23 **Q. In our brief -- initial brief in the last**
24 **phase of this case we had a list of conditions which**
25 **we were proposing.**

1 A. I did read it at the time, yes.

2 **Q. And one of those was the condition that**
3 **you agreed to build the Ralls County converter station**
4 **as a condition to the CCN. Right?**

5 MR. ZOBRI ST: Judge, I -- pardon me. I'm
6 going to object because this goes back to not material
7 changes in fact since the prior case. It goes to a
8 negotiation of conditions.

9 JUDGE BUSHMANN: This sounds like it
10 deals with conditions that were disputed in the first
11 case.

12 MR. AGATHEN: Well, it deals with
13 conditions certainly, but that's one of the issues
14 obviously at this point.

15 JUDGE BUSHMANN: Yes. But it's not part
16 of this remand proceeding. So I'll sustain the
17 objection as far as being unduly repetitious and
18 repeating information that was disputed in the first
19 hearing.

20 MR. AGATHEN: I understand.

21 BY MR. AGATHEN:

22 **Q. On a different subject, what dollar**
23 **figure are you currently using as the projected cost**
24 **of the project, including upgrades on the trans-- on**
25 **the transmission systems?**

1 A. We haven't made any updates since the --
2 since the prior case. If you'll give me a moment,
3 I'll consult that testimony.

4 **Q. No, that's okay. I don't need that. You**
5 **haven't made any updates though since that 2016**
6 **proceeding?**

7 A. That's correct.

8 **Q. Do you think that the cost has gone up**
9 **since then?**

10 A. I don't have any information that it --
11 to believe it would have gone up.

12 MR. AGATHEN: Your Honor, that's all I
13 have except for some questions which deal with
14 confidential information.

15 JUDGE BUSHMANN: All right. Then we will
16 go in-camera. Those people in the audience who are
17 not authorized to hear confidential information will
18 need to step outside briefly.

19 (WHEREUPON, an in-camera session was
20 held, contained in Volume 23, pages 1948 to 1955.)
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1 JUDGE BUSHMANN: We're back in open
2 session with questions from Commissioners.

3 COMMISSIONER KENNEY: I have no
4 questions.

5 JUDGE BUSHMANN: Commissioner Hall?

6 COMMISSIONER HALL: Yes.

7 QUESTIONS BY COMMISSIONER HALL:

8 Q. Mr. Berry, hello. This is Commissioner
9 Daniel Hall. How are you?

10 A. Thank you. How are you, sir?

11 Q. I am well. Thank you.

12 I want to ask you a couple of questions
13 about the levelized cost of energy analysis that you
14 did in 2016. And I guess my -- my question is, I
15 believe you indicated that you have not provided --
16 you have not conducted an update to that analysis; is
17 that correct?

18 A. That's correct. I reviewed the prior
19 analysis, but I didn't do -- I didn't actually update
20 the figures.

21 Q. Do you have any reason to believe that
22 your -- your conclusion that bringing wind energy in
23 from western Kansas to Missouri and eastward using the
24 Grain Belt Express project is the lowest cost resource
25 option compared to Missouri wind combined cycle gas

1 **and Missouri utility scale solar generation? Is**
2 **that -- do you believe that still to be true?**

3 A. I do. In fact, when I was reviewing the
4 testimony, the -- all the trends that -- that may have
5 changed were that that product that delivered wind
6 energy from western Kansas would be even cheaper than
7 it was previously. So I didn't see the need to rerun
8 the analysis. If anything, the difference would be
9 greater today, but the conclusion wouldn't change.

10 **Q. What factors have changed that lead you**
11 **to believe that the -- the levelized cost of energy**
12 **would be even lower today?**

13 A. Wind turbine prices continue to come
14 down. It's just been remarkable the rate of decrease.
15 Also, the technology continues to get even better. So
16 the factors I talked about previously in this case,
17 bigger blades, taller towers, more efficient
18 generators, all of that has continued to progress with
19 wind turbine technology.

20 **Q. Of course, there's been some -- some**
21 **progress with utility scale solar as well, has there**
22 **not?**

23 A. Yes. Definitely.

24 **Q. But you would -- you would -- it's your**
25 **position that the increased efficiency and lower costs**

1 **related to that type of generation are less than those**
2 **increases in efficiency and lowered costs related to**
3 **wind?**

4 A. Yes. I'm confident the solar is -- is
5 cheaper than it was when I performed that analysis,
6 it's cheaper today. Wind is also cheaper today. And
7 on balance, wind remains cheaper. And I should
8 qualify that, the excellent capacity factor western
9 Kansas wind remains cheaper than -- than solar does.

10 **Q. What do you estimate the -- the capacity**
11 **factor to be for the wind farms that are at issue in**
12 **this case?**

13 A. I would say likely somewhere in the
14 mid-fifties depending on the turbine technology used.

15 **Q. So that has increased as well?**

16 A. Yes, it has.

17 **Q. I believe in the -- in the 2'16 version**
18 **of this case you also did an analysis related to**
19 **lowered energy production costs in Missouri related to**
20 **this additional wind; is that correct?**

21 A. Yes. And I worked with Mr. Copeland who
22 has written-- witness in that case on that analysis.

23 **Q. Do you have any -- any update to that**
24 **analysis?**

25 A. No. Other than both Mr. Copeland and I

1 reviewed it and didn't see any -- any changes that
2 would warrant redoing it and didn't see any material
3 updates that would change the results.

4 **Q. So let me ask you, is that -- was that**
5 **analysis related exclusively to the 500 megawatts**
6 **dropped in Missouri or did it also relate to the 3,500**
7 **going into PJM?**

8 A. We -- we modeled the whole project, but
9 we looked at the benefits just to Missouri, which
10 primarily came from the Missouri delivery point.

11 **Q. And those lowered energy production costs**
12 **would translate to lower rates for all ratepayers in**
13 **the MISO footprint; is that correct? No, excuse me.**
14 **Missouri ratepayers in the MISO footprint?**

15 A. That's correct. Adjusted production cost
16 is -- is an estimate of the affects on -- on utility
17 rates. If utilities have a lower cost to serve,
18 either immediately or over time, they pass along those
19 lower costs to consumers through their cost-based
20 rates.

21 **Q. Thank you. That's all I have.**

22 JUDGE BUSHMANN: Recross based on Bench
23 questions. MJMEUC.

24 MR. HEALY: No questions, Judge.

25 JUDGE BUSHMANN: Public Counsel.

1 MR. POSTON: No questions.

2 JUDGE BUSHMANN: Staff.

3 MR. THOMPSON: No questions. Thank you.

4 JUDGE BUSHMANN: Farm Bureau.

5 MR. HADEN: No questions, Your Honor.

6 JUDGE BUSHMANN: Missouri Landowners

7 Alliance.

8 MR. AGATHEN: One question, Your Honor.

9 JUDGE BUSHMANN: Go ahead.

10 RECROSS-EXAMINATION BY MR. AGATHEN:

11 Q. Mr. Berry, do you recall testifying in a
12 case before the Georgia Commission?

13 A. I do.

14 Q. And do you recall in the brief in that --
15 you were the only witness in that case. Correct?

16 A. For Clean Line, yes.

17 Q. Yeah. Do you recall the brief in that
18 case saying, quote, Looking at the bottom of page 3 --
19 strike that.

20 It says, quote, Because the decline in
21 costs for wind energy due to improvements in wind
22 turbine technology has largely leveled off, any future
23 price reductions associated with declining technology
24 costs or technology improvements are not expected to
25 be enough to offset the decline in production tax

1 **credit value, end quote.**

2 MR. AGATHEN: That's all I have, Judge.

3 JUDGE BUSHMANN: I didn't hear a response
4 from Mr. Berry.

5 MR. AGATHEN: Well, I checked with
6 counsel, Mr. Zobrist, who looked at that quote.

7 BY MR. AGATHEN:

8 **Q. So, Mr. Berry, subject to check and after**
9 **having Mr. Zobrist review that statement, would you**
10 **accept that that is what the document -- what is what**
11 **the brief said in that case?**

12 A. Yes.

13 JUDGE BUSHMANN: Thank you. Redirect by
14 Grain Belt.

15 REDIRECT EXAMINATION BY MR. ZOBRI ST:

16 **Q. Mr. Berry, do you have any views on the**
17 **accuracy of that statement given the technology**
18 **advances and other facts that you spoke with**
19 **Commissioner Hall about?**

20 A. Well, I'd say I have been surprised that
21 the rate of technological improvement has kept up, but
22 it -- it certainly has. We are not at the end of the
23 road yet.

24 **Q. And when you say we're not at the end of**
25 **the road yet, what do you mean by that?**

1 A. Well, we're -- we're seeing continual
2 improvements in the -- in the technology. Recently
3 I've seen off-shore wind turbines 10 megawatts in
4 size. And that -- the history is typically that the
5 wind turbines that are sold off-shore find their way
6 on-shore. So that says we have a whole 'nother couple
7 generations of improved wind turbine technology on
8 their way.

9 **Q. Mr. Agathen asked you about your**
10 **Supplemental Direct Testimony on page 5. Could you**
11 **turn to that, please?**

12 A. One moment. Okay.

13 **Q. Now, you talk about no material changes,**
14 **but what observations did you make there with regard**
15 **to the latest government data regarding wind farms in**
16 **the interior United States, which include Kansas?**

17 A. That they continue to climb. I noted
18 that my prior analysis used the government data amount
19 of 1.64 million per megawatt and the same source from
20 today is 1.55 million per megawatt.

21 **Q. And as a result of the decreases in those**
22 **prices, what has been generally the response of**
23 **commercial and industrial users in the midwest?**

24 A. We have seen a tremendous demand from
25 commercial and industrial users for -- for renewable

1 energy. In 2018 alone, those commercial and
2 industrial customers bought about 5 gigawatts so 5,000
3 megawatts of wind power. And that's just -- that's
4 just one year and that's just part of the renewable
5 energy market.

6 **Q. And in your opinion, is that trend also**
7 **present in Missouri?**

8 A. It is.

9 MR. ZOBRI ST: No further questions,
10 Judge.

11 JUDGE BUSHMANN: Mr. Berry, that
12 completes your testimony. Thank you for testi fying
13 today. You may hang up now.

14 THE WITNESS: Thank you.

15 JUDGE BUSHMANN: Thank you. Why don't we
16 take a short break. We'll be in recess until about
17 ten minutes after 3:00.

18 (Exhi bi t 142 was marked for
19 i denti fi cati on.)

20 (A recess was taken.)

21 JUDGE BUSHMANN: Let's go back on the
22 record. Before we go to our next witness, I believe,
23 Mr. Schul te, you wanted to make a statement of counsel
24 about something?

25 MR. SCHULTE: Yes. Thank you, Judge. In

1 the position statement of Grain Belt Express Clean
2 Line filed in this case, we responded to a -- an
3 additional condition that was in the Revised Rebuttal
4 Report of -- of the Commission Staff. And we stated
5 that we agreed to the condition in general, but we had
6 a clarifying question.

7 And we have worked that clarifying issue
8 out with Staff and so we have a stipulation on the new
9 language for the condition that we'd like to read into
10 the record.

11 JUDGE BUSHMANN: Go ahead.

12 MR. SCHULTE: Grain Belt's owners, open
13 quote, Invenergy Investment Company, LLC and Invenergy
14 Transmission, LLC, closed paren, shall cooperate with
15 Staff in providing reasonable access to its unredacted
16 consolidated financial records, (including in-camera
17 review of the notes to financial statements) until the
18 completion or official abandonment of the project.

19 And that's the end of the -- the
20 stipulated condition. And just to tie that to Staff's
21 Revised Rebuttal Report, that -- that condition
22 initially appeared on page 10 of that report.

23 JUDGE BUSHMANN: Okay. Thank you.
24 Mr. Thompson, does that comport with what your
25 understanding is also?

1 MR. THOMPSON: Yes, it does, Judge.

2 Thank you.

3 JUDGE BUSHMANN: Thank you.

4 MR. SCHULTE: Thank you, Judge.

5 JUDGE BUSHMANN: All right. Mr. Zobrist,
6 I think we're ready for our next witness.

7 MR. ZOBRI ST: Okay. Thank you. Call
8 Hans Detweiler to the stand, please.

9 JUDGE BUSHMANN: Raise your right hand,
10 please.

11 (Witness sworn.)

12 JUDGE BUSHMANN: You may be seated.

13 HANS DETWEILER, being first duly sworn, testified as
14 follows:

15 DIRECT EXAMINATION BY MR. ZOBRI ST:

16 Q. Please state your name.

17 A. Hans Detweiler.

18 Q. And what is your position with Clean
19 Line?

20 A. I'm the current lead developer on the
21 project for Clean Line.

22 Q. And did you prepare Supplemental Direct
23 Testimony in this case that has been marked as Exhibit
24 144?

25 A. I don't see an exhibit number on what I'm

1 looking at, but --

2 **Q. It's the top line on the first page.**

3 A. Yes, I did. Thank you.

4 **Q. Okay. Do you have any corrections to**
5 **your testimony?**

6 A. The testimony was true at the time that I
7 submitted it; however, I do have one update.

8 **Q. And what is that?**

9 A. The update relates on -- beginning on
10 page -- at the bottom of page 2, there's a question,
11 Are there material changes to Mr. Lawlor's testimony
12 regarding approvals granted to the company in Kansas
13 and in Illinois?

14 And related to Kansas, we indicate in the
15 next paragraph that -- that Clean Line intended to
16 file an update with -- with Kansas. However,
17 subsequent to that, we found that we -- we signed the
18 purchase agreement with Invenergy and, therefore, we
19 requested a stay of the Kansas process.

20 And the Kansas -- we filed a joint
21 request for a stay with the Staff of the Corporation
22 Commission of the state of Kansas. And the
23 Corporation Commission issued an order on December the
24 6th of 2018. The order's titled Order Canceling
25 Procedural Schedule and Granting Limited Extension of

1 Sunset Provision.

2 And basically what that order did is
3 it -- the sunset term was extended until December 2 of
4 2019 to allow the Commission to rule on Invenenergy's
5 application to acquire the Grain Belt Express Clean
6 Line company.

7 **Q. Do -- do you have a copy of that order**
8 **before you?**

9 A. I do.

10 **Q. Okay.**

11 MR. ZOBRI ST: And, Judge, I'll have that
12 marked as Exhibit 148. I'll also state for the record
13 that this was the subject of a supplemental data
14 request response to the Staff request. And I've got
15 copies for the Bench and to distribute to counsel.

16 BY MR. ZOBRI ST:

17 **Q. Any other corrections to your testimony,**
18 **sir?**

19 A. That's all.

20 **Q. Okay. So if I were to ask you those**
21 **questions, would the answers be true and correct as**
22 **given in here with the update that you've just**
23 **mentioned?**

24 A. Yes, they would.

25 **Q. And were your answers given under oath?**

1 A. Yes.

2 MR. ZOBRI ST: Judge, I move the admissi on
3 of Exhi bi t 144, Mr. Detweiler' s Supplemental Di rect
4 Testimony at this time.

5 JUDGE BUSHMANN: Any objections to the
6 receipt of that exhi bi t?

7 Hearing none, it is admitted.

8 (Exhi bi t 144 was received into evidence.)

9 MR. ZOBRI ST: And, Judge, I also move the
10 admissi on of Exhi bi t 148, which is the order from the
11 Kansas Corporation Commi ssi on that cancelled the
12 procedural schedule and granted the limited extensi on
13 of the sunset provisi on until December 2019.

14 JUDGE BUSHMANN: Any objections to 148?

15 Hearing none, that is also admitted.

16 (Exhi bi t 148 was received into evidence.)

17 MR. ZOBRI ST: And I tender the witness
18 for cross-exami nati on.

19 JUDGE BUSHMANN: Cross by MJMEUC.

20 MR. HEALY: No questi ons, Judge.

21 JUDGE BUSHMANN: Publi c Counsel .

22 MR. POSTON: No questi ons. Thank you.

23 JUDGE BUSHMANN: Commi ssi on Staff.

24 MR. THOMPSON: Thank you, Judge.

25 CROSS-EXAMI NATI ON BY MR. THOMPSON:

1 **Q. Good afternoon, Mr. Detweiler.**

2 A. Good afternoon.

3 **Q. Looking at page 4 of your testimony, and**
4 **I'm speaking of your Supplemental Direct I believe it**
5 **is, you provided there some information about changes**
6 **to the proposed route; isn't that correct?**

7 A. Well, I indicated that there are no
8 changes to the proposed route.

9 **Q. Okay. You're aware that Commissioner**
10 **Hall asked previously about whether there were any**
11 **changes to the route. Were you present when he asked**
12 **those questions?**

13 A. To chair-- to Michael Skelly? Yeah, I
14 must have been present, but I don't recall it.

15 **Q. Commissioner Hall.**

16 A. Yeah. Sorry.

17 **Q. Okay. So let me ask you the same**
18 **question that's in your testimony here starting on**
19 **line 11 on page 4. So far as you're aware, are there**
20 **any changes to the proposed route?**

21 A. I just want to clarify that there was a
22 routing study addendum as well as the original routing
23 study. And so if you're referring to the final route
24 of the -- of this case, the 2016 case, that included
25 the changes in the routing study addendum as well as

1 the original route, then yes, there are no further
2 changes --

3 **Q. Thank you very much.**

4 A. -- to the route.

5 **Q. So there have been no changes in the**
6 **route since the previous case?**

7 A. Prior to remand -- this case prior to
8 remand.

9 **Q. Right.**

10 A. Correct. There have been no changes to
11 the case since the court litigation after the initial
12 order.

13 **Q. Thank you.**

14 A. Yeah.

15 **Q. No further questions.**

16 JUDGE BUSHMANN: Cross by Farm Bureau.

17 MR. HADEN: None at this time, Your
18 Honor.

19 JUDGE BUSHMANN: Missouri Landowners.

20 MR. AGATHEN: Thank you, Judge.

21 CROSS-EXAMINATION BY MR. AGATHEN:

22 **Q. Your employment with Clean Line ended in**
23 **June of this year, did it not?**

24 A. That's correct.

25 **Q. Could you turn, please, to page 2 of your**

1 **Supplemental Direct Testimony?**

2 A. I have it.

3 **Q. Beginning at line 22, you discuss the**
4 **permitting situation in the state of Kansas. Correct?**

5 A. Correct.

6 **Q. And the original order from the Kansas**
7 **Commission five years or so ago said you had to begin**
8 **building the line within five years. Correct?**

9 A. Yeah. The 2013 decision from Kansas said
10 we had to begin building within five years.

11 **Q. And that five years ended when?**

12 A. Subject to check, November 7, 2018.

13 **Q. And so you filed a motion to extend the**
14 **deadline. Correct?**

15 A. To extend the sunset, correct.

16 **Q. Sunset is what you call it. And a**
17 **landowner by the name of Matthew Stallbaumer,**
18 **S-t-a-l-l-b-a-u-m-e-r, he filed a protest to your**
19 **motion, did he not?**

20 A. Correct.

21 **Q. And in your testimony you tell the**
22 **Commission that in an order from October 4 of this**
23 **year, Kansas Commission extended the term of the**
24 **siting permit until March of 2019. Correct?**

25 A. That was correct at that time.

1 **Q. And in the meantime, Grain Belt filed a**
2 **response with the Commission attempting to refute the**
3 **allegations ra-- raised by Mr. Stallbaumer. Right?**

4 A. We -- we did at one point earlier in the
5 process. The process has moved on since then.

6 **Q. As a result of his protest, weren't there**
7 **some conditions added by the Kansas Commission to its**
8 **four-month extension of its siting order?**

9 A. I'm not aware of any additional
10 conditions.

11 **Q. I'm handing you a copy of the order that**
12 **you've been discussing, Order Granting Limited**
13 **Extension of Sunset Provisions, which was issued by**
14 **the Kansas Commission. Correct?**

15 A. So to be clear, this is the order dated
16 October 4th, 2018, which I just indicated was
17 superseded by the order canceling -- canceling the
18 procedural schedule and granting limited extension of
19 the sunset provision on December the 6th.

20 **Q. Sure. But you did discuss this order**
21 **that I just handed you in your testimony. Right?**

22 A. It did at that time, yes.

23 **Q. If you turn to page 3 of that order,**
24 **paragraph 10 states, Stallbaumer argues the proposed**
25 **extension is not in the public interest because among**

1 other things -- I'm looking at paren 3 -- Grain Belt's
2 financial ability to build the line and its managerial
3 ability to run the line need to be re-evaluated; is
4 that correct?

5 A. That is what he said.

6 Q. And then looking at page 5, paragraph 16,
7 it states there, quote, The Commission finds
8 Stallbaumer's concern regarding Grain Belt's
9 financial, managerial and technical ability to
10 complete the project compelling based on Stallbaumer's
11 alleging, one, many of Grain Belt's employees have
12 left the company and, two, Grain Belt has recently
13 sold its non-transmission assets to ConnectGen, LLC.
14 Correct?

15 A. That is what they said at that time until
16 we made clear that there was an application coming to
17 move forward with the purchase agreement and Invenergy
18 taking control of the company. And then they
19 effectively replaced this order with, again, the order
20 that I mentioned canceling the procedural schedule and
21 granting the limited extension of the sunset
22 provision.

23 Q. But there still stands then a
24 Commission's finding that the concerns expressed by
25 Mr. Stallbaumer regarding Grain Belt's financial,

1 managerial and technical ability to complete the
2 project based on his -- his protest that many of the
3 employees have left the company and Grain Belt has
4 recently sold its non-transmission assets to
5 ConnectGen, they did not retract that statement, did
6 they?

7 A. I am not an attorney and your use of the
8 term -- I think you called it a finding. I'm not
9 certain that that's what this is. What I see is an
10 allegation.

11 Q. The Commission finds that the concerns
12 are compelling. You don't think that's --

13 A. Based on Stallbaumer alleging.

14 Q. Correct.

15 A. So they're finding that the concern is
16 compelling based on the alleging. Again, prior to
17 Clean Line indicating to the Kansas Commission that
18 there's a pending purchase agreement.

19 Q. Okay. We agree then.

20 MR. ZOBRI ST: Well, I think that's
21 argumentative. He's trying to get a supposed
22 agreement here because I think there's disagreement,
23 Judge. So I think that's argumentative.

24 JUDGE BUSHMANN: Mr. Agathen?

25 MR. AGATHEN: I don't think there's

1 anything argumentative. I mean the witness agreed
2 that that's what the document says.

3 JUDGE BUSHMANN: All right. Well, let's
4 move on.

5 BY MR. AGATHEN:

6 Q. Paragraph 17 states, Therefore, by
7 November 29, 2018, the Commission directs Grain Belt
8 to submit evidence of its financial, managerial and
9 technical ability to complete the project; is that
10 correct?

11 A. Again, this order has been superseded by
12 the order of December 6th. That is what it states.
13 What you just read is what it states.

14 Q. And then in paragraph 19 it states, The
15 Commission directs Staff to file a report and
16 recommendation by February 6th, 2019 evaluating Grain
17 Belt's financial, managerial and technical ability to
18 complete the project. Correct?

19 A. That was their direction to Staff as of
20 October.

21 Q. Thank you. On a different subject, after
22 the company filed its Direct Testimony in this case
23 back in August of 2016, has Grain Belt acquired any
24 easements for the proposed portion of the line in
25 Missouri?

1 A. I do not know the dates of the last
2 easement that we acquired on behalf of Grain Belt.

3 **Q. So you just don't know?**

4 A. I don't know the date of the last one.
5 Like where that fell relative to the schedule of the
6 case. I don't recall offhand, in any event.

7 **Q. When you acquire an easement, the**
8 **easements you've been talking about, do you pay the**
9 **owner cash at that point?**

10 A. Generally, yes.

11 **Q. In Missouri?**

12 A. Yes.

13 **Q. So it's not contingent upon you getting**
14 **approval from the Commission to build the line?**

15 A. Gen-- generally when you sign an easement
16 agreement, the land agent writes a check at that time
17 and hands it to the landowner at that time.

18 **Q. It's non-refundable?**

19 A. Correct.

20 **Q. On another topic, you state in your**
21 **Supplemental Direct Testimony that you're adopting the**
22 **previously submitted testimony of Mark Lawlor; is that**
23 **correct?**

24 A. That is correct.

25 **Q. You also state in your Supplemental**

1 **Direct Testimony at page 1, lines 9 to 11 that one**
2 **purpose of your testimony is to address material**
3 **changes to Mr. Lawlor's original testimony; is that**
4 **correct?**

5 A. That's correct.

6 **Q. And Mr. Lawlor's original Direct**
7 **Testimony from August of 2016, at page 7, beginning at**
8 **line 19 he states that Grain Belt has been in contact**
9 **with a number of federal and state agencies about the**
10 **project, which he then listed, page 8. And one is the**
11 **Missouri Department of Conservation and others.**
12 **Right?**

13 A. I -- I don't have Mr. Lawlor's testimony
14 in front of me. Thank you.

15 **Q. Handing you a copy of Mr. Lawlor's**
16 **testimony from 2016 proceedings, my question is I**
17 **guess what's the status of the discussions with the**
18 **Missouri Department of Conservation?**

19 A. I'm sorry. Can you again just point me
20 to what page in Mr. Lawlor's testimony you're
21 referring to?

22 **Q. Page 7, beginning at line 19.**

23 A. Okay. So I am not certain right now what
24 the last, most recent date of consultation with
25 federal agencies was.

1 **Q. What's the last one that you're familiar**
2 **with?**

3 A. I don't recall any of the specific dates
4 of the final, most recent consultations offhand.

5 **Q. Including the Missouri Department of**
6 **Transportation?**

7 A. Correct.

8 **Q. And the National Park Service?**

9 A. Correct.

10 **Q. US Fish and Wildlife Service?**

11 A. Correct.

12 **Q. US Environmental Protection Agency?**

13 A. Correct.

14 **Q. And the Corps of Engineers?**

15 A. Correct.

16 **Q. So to your knowledge, have you gotten**
17 **permits from any of these agencies or departments for**
18 **the Grain Belt line?**

19 A. I have not gotten any of these permits
20 for the Grain Belt line.

21 **Q. Well, has Grain Belt, to your knowledge,**
22 **secured any of these permits?**

23 MR. ZOBRI ST: Is this since the case was
24 submitted in 2017? Is that what we're talking about?

25 MR. AGATHEN: That's fair enough.

1 BY MR. AGATHEN:

2 Q. Since the case was submitted back in
3 2016, to your knowledge, has Grain Belt gained any of
4 the permits that Mr. Lawlor talks about there?

5 MR. ZOBRI ST: Pardon me. The case was
6 submitted I believe in April 2017. It was filed in
7 August of 2016.

8 JUDGE BUSHMANN: That would be correct.

9 THE WITNESS: So I'm not aware of any
10 updates on any of these from the time that this was
11 filed.

12 BY MR. AGATHEN:

13 Q. I don't think you quite answered the
14 question. To the best of your knowledge, has Grain
15 Belt gotten any permits in the interim period that
16 we're talking about?

17 A. If so, that would be an update.

18 Q. So you don't know of any permits?

19 A. I'm not aware of any -- yeah, updates,
20 no.

21 Q. You're also adopting the testimony of
22 Ms. Lanz from the earlier portion of this case.
23 Correct?

24 A. That is correct.

25 Q. In her Surrebuttal Testimony in the

1 earlier phase, she testified that Grain Belt would
2 include the Missouri Landowner Protocol, the Missouri
3 Agricultural Impact Mitigation Protocol and the code
4 of Conduct in Grain Belt's easement agreements so they
5 would be legally binding. Do you recall that or words
6 to that effect?

7 A. Let's see. Well, I -- I recall her
8 testimony on the landowner protocol, which encompasses
9 a number of factors. And Clean Line has agreed that
10 that is a condition to the case, so effectively all of
11 those are legally binding.

12 Q. Are you agreeing that everything -- those
13 documents that I just mentioned will be incorporated
14 into Grain Belt's easement agreements so they would be
15 legally binding?

16 MR. ZOBRI ST: Judge, we agreed to that in
17 our brief in the last case. There's no update and
18 there's no change from that. So I don't know if
19 Mr. Detweiler knows that, but there's been no change
20 and we have adhered to those commitments. So perhaps
21 I can cut this short. There's been no backing away of
22 the agreements that we agreed could be conditions in
23 our final briefing to the Commission back in 2017.

24 MR. AGATHEN: And one was that these
25 documents be incorporated into the easements?

1 MR. ZOBRI ST: I'm not going to quote it
2 per se, but we have made no change from whatever the
3 language was -- the precise language that we said in
4 our briefs and we've not backed away.

5 MR. AGATHEN: I don't think that answers
6 my question though.

7 MR. ZOBRI ST: Well, without having the
8 briefing, I mean we're asking Mr. Detweiler to comment
9 on a commitment that the company made in the prior
10 case and we --

11 JUDGE BUSHMANN: I think Mr. Detweiler
12 can answer whether there's been changes since the last
13 case and any of the conditions that Grain Belt has
14 agreed to.

15 Mr. Agathen, if you want to inquire about
16 those, I think that would be appropriate.

17 BY MR. AGATHEN:

18 Q. **Could you answer the judge's question?**

19 A. I'm -- there have been no changes to any
20 of the conditions.

21 Q. **Thank you. And she also sponsored the**
22 **Grain Belt testimony regarding a proposal for**
23 **decommissioning fund; is that correct?**

24 A. That's correct.

25 Q. **Since that time, since her testimony, has**

1 **Clean Line or Grain Belt developed any specific**
2 **documents describing or defining the terms of the**
3 **decommissioning fund?**

4 A. Not that I'm aware of.

5 **Q. At page 4 of your Supplemental Direct**
6 **Testimony, beginning at line 3, you state that there**
7 **have been no changes in the proposed route of the line**
8 **in Missouri since Mr. Lawlor filed his testimony.**
9 **Correct?**

10 A. Correct.

11 **Q. To your knowledge, have you or anyone**
12 **else with Grain Belt had any discussions at all in the**
13 **last two years with landowners about adjustments to**
14 **the line?**

15 A. I don't know the last date of the last
16 consultation with a landowner about -- about, you
17 know, adjustments to the route offhand.

18 **Q. When approximately would that have been?**

19 A. Again, so I'm -- I'm not certain when
20 that occurred relative to say this schedule of this
21 case or --

22 **Q. Just don't know?**

23 A. -- even to say -- yeah, I don't know.

24 **Q. You just don't know?**

25 A. I don't know.

1 **Q. At the last page of your Supplemental**
2 **Direct Testimony you state, There have been no**
3 **material changes in the previous testimony from**
4 **Mr. Tregnago. Correct? T-r-e-g-n-a-g-o.**

5 A. That's correct.

6 **Q. And he testified, among other things,**
7 **about projected property taxes on the proposed**
8 **project?**

9 A. That's correct.

10 **Q. Did you consult with that gentleman about**
11 **whether there's been any changes in that testimony**
12 **over the last two years?**

13 A. I did.

14 **Q. Hand you a copy of your responses to our**
15 **data requests and ask you to read what your response**
16 **to HD-6 was.**

17 A. With respect to page 5, lines 1 to 5 of
18 your testimony, please name the individuals listed --
19 (The court reporter interrupted for
20 transcript accuracy.)

21 THE WITNESS: Oh, I'm sorry. With
22 respect to page 5, lines 1 to 5 of your testimony,
23 please name the individuals listed there with whom you
24 consulted about possible changes to their earlier
25 testimony.

1 And my response was James Puckett, James
2 Arndt, Bill Bailey and Wayne Wilcox. So I did not
3 list Richard Tregnago.

4 BY MR. AGATHEN:

5 **Q. And you did not list Mr. Roddewig either,**
6 **did you?**

7 A. I did not.

8 **Q. Even though you were supposedly adopting**
9 **his testimony?**

10 A. I'm not sure what to do with the term
11 "supposed." I did --

12 **Q. Well, did you consult with him?**

13 A. I did not adopt Roddewig's testimony.

14 **Q. What did you do?**

15 A. I reviewed it.

16 **Q. And are you saying there were no material**
17 **changes in it?**

18 A. The nature of his testimony was such that
19 I was confident that there would have been no updates.

20 **Q. Are you an expert in real estate**
21 **appraisalment?**

22 A. On behalf of Clean Line, I've overseen
23 easement acquisitions, land acquisitions in three
24 states. I've overseen land agent teams, I've overseen
25 the appraisal processes.

1 **Q. And you testified that there have been no**
2 **material changes in his testimony?**

3 A. Are --

4 **Q. Or do you know whether there's been any**
5 **material changes in his testimony?**

6 A. My testimony at page 5, line 5 says,
7 There are no material or substantial changes in their
8 testimony. And that includes Richard Roddewig.

9 **Q. Thank you.**

10 MR. AGATHEN: Judge, I'm through with
11 those questions except for a short series which deal
12 with material that Grain Belt has labeled
13 confidential.

14 JUDGE BUSHMANN: All right. We'll go
15 in-camera.

16 THE WITNESS: Your Honor, if I may, just
17 thinking about this last exchange --

18 MR. AGATHEN: Excuse me, Your Honor.
19 There's no question pending.

20 JUDGE BUSHMANN: Your attorney will be
21 able to ask you questions if you need to clarify
22 something that you've said during your testimony.

23 THE WITNESS: Okay. Thank you. Thank
24 you.

25 JUDGE BUSHMANN: Have to ask the folks in

1 the back to leave one more time. Thank you.

2 (WHEREUPON, an in-camera session was
3 held, contained in Volume 23, pages 1987 to 1995.)
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1 JUDGE BUSHMANN: We're back in public
2 session ready for Commissioner questions.

3 COMMISSIONER KENNEY: I have none.

4 JUDGE BUSHMANN: Commissioner Hall.

5 COMMISSIONER HALL: Yes.

6 QUESTIONS BY COMMISSIONER HALL:

7 Q. Good afternoon.

8 A. Good afternoon.

9 Q. You are the lead developer on the
10 project; is that correct?

11 A. For Clean Line, yes.

12 Q. And -- and how long have you been lead
13 developer?

14 A. On the Grain Belt project, since this
15 summer.

16 Q. I believe in response to some earlier
17 questions you indicate that you were unaware of
18 additional easements that may have been acquired since
19 the last time we heard this case; is that correct?

20 A. That's correct, sir. I don't recall the
21 date.

22 Q. Do you know how many easements the
23 company currently has obtained?

24 A. Sir, I could -- I could get you an answer
25 within 24 hours by referring to our easement files.

1 **Q. Okay. Well, and -- and I would be**
2 **curious as to in particular -- well, the number of**
3 **easements obtained of the total number needed.**

4 A. The total number of easements that we've
5 obtained relative to the number needed is -- is pretty
6 small.

7 **Q. Yes. Okay. I -- I believe you also**
8 **indicated that there had not been any route**
9 **adjustments since the last time we heard this case; is**
10 **that correct?**

11 A. That's correct.

12 **Q. Okay. Are you familiar with page 8 of**
13 **your counsel's opening statement?**

14 A. I -- I think so. I don't recall it
15 right -- but --

16 **Q. Well, perhaps you could get a copy and --**

17 A. Thank you. Page 8?

18 **Q. Page 8. And I believe I inaccurately**
19 **interpreted this to mean that these were adjustments**
20 **since the last time this case was before us and**
21 **evidently that is incorrect.**

22 A. These adjustments were made after the
23 2014 case, but before the 2016 case.

24 **Q. Okay. That's what I need to know. Thank**
25 **you.**

1 A. Okay. Thank you.

2 JUDGE BUSHMANN: Do any parties have
3 recross based on the Bench questions? MJMEUC.

4 MR. AGATHEN: I do, Your Honor.

5 MR. HEALY: No questions, Judge.

6 JUDGE BUSHMANN: Staff.

7 MR. THOMPSON: No questions. Thank you.

8 JUDGE BUSHMANN: Mr. Agathen, go ahead.

9 I'm sorry. I'm sorry. Farm Bureau, I forgot to ask.

10 MR. HADEN: No, Your Honor.

11 JUDGE BUSHMANN: Go ahead, Mr. Agathen.

12 MR. AGATHEN: Thank you, sir.

13 RECROSS-EXAMINATION BY MR. AGATHEN:

14 Q. **Commissioner Hall asked you about the**
15 **number of easements that you've obtained for the Grain**
16 **Belt line. Are any of those in Missouri?**

17 A. Yes.

18 Q. **Approximately how many?**

19 A. Again, I -- I don't recall the number
20 offhand. We have active easements in both Missouri
21 and Kansas. I could get that answer within 24 hours.
22 Be happy to provide that.

23 MR. AGATHEN: That's all I have, Judge.

24 JUDGE BUSHMANN: Redirect by Grain Belt?

25 REDIRECT EXAMINATION BY MR. ZOBRIST:

1 **Q. When did you speak to Richard Tregnago,**
2 **the former assessor of Randolph County?**

3 A. Thank you for asking that. That was the
4 clarification I was meaning to speak to earlier. As
5 I -- as I think about it more, I believe my earlier
6 answer was incorrect and that I did not speak to
7 Tregnago.

8 I reviewed his testimony and felt very
9 comfortable that given the nature of the testimony,
10 that there would be no changes. I was aware that the
11 Department of Economic Development had not done an
12 update to the valuations of the transmission line and
13 the revenue that, therefore, would go to the counties.
14 And so I was comfortable that there were no material
15 updates, but I -- I do not believe I did speak to him.

16 **Q. So your testimony as admitted in evidence**
17 **is correct that his name is not listed there as**
18 **someone with whom you checked?**

19 A. Correct.

20 **Q. Okay. You were asked about your views**
21 **that there had been no material changes to**
22 **Mr. Roddewig's testimony. What is the basis of your**
23 **experience relating to overseeing other land**
24 **acquisition processes and the surrebuttal that**
25 **Mr. Roddewig presented to one of the -- either MLA or**

1 **Show Me witnesses in the prior portion of this case?**

2 A. So I was the lead developer at times on
3 both the Rock Island project and -- which is a
4 500-mile HVDC project, and the -- in New Mexico, the
5 Western Spirit line, which is a 150-mile long AC line.
6 And so I supervised the appraisal gathering process at
7 that point.

8 When -- with Rock Island, my activities
9 at that point were before Deann Lanz joined Clean
10 Line. So Deann Lanz was our vice president of land,
11 but before her arrival, I supervised all that activity
12 directly myself. And similarly when I was the lead
13 developer on the Western Spirit transmission line
14 project, that was after her departure from Clean Line,
15 so I supervised that activity again as well.

16 I've personally negotiated easements that
17 are up to 20 miles in length myself and I have
18 significant experience with how you do these
19 appraisals and the negotiation process with
20 landowners.

21 **Q. So on the basis of that, you felt**
22 **comfortable in advising the Commission you didn't see**
23 **any material changes in Mr. Roddewig's Surrebuttal**
24 **Testimony?**

25 A. That's correct.

1 **Q. Now, just before we entered in-camera**
2 **session, you wanted to clarify something with regard**
3 **to Mr. Agathen's questions. What was that?**

4 A. That was the Tregnago statement that
5 you --

6 **Q. All right.**

7 A. Yes. Thank you.

8 MR. ZOBRI ST: All right. Judge, nothing
9 further.

10 JUDGE BUSHMANN: Thank you for your
11 testimony, Mr. Detweiler. You may be excused.

12 THE WITNESS: Thank you. Thank you.

13 MR. ZOBRI ST: I'm going to turn the
14 Invenergy witnesses to my colleagues from Polsinelli.

15 JUDGE BUSHMANN: I would like to get one
16 more in today, if possible.

17 MS. CALLENBACH: I think we all would,
18 Judge. Thank you. The applicant calls Andrea Hoffman
19 to the stand, please. And, Judge, may I request
20 permission to do direct examination from a seated
21 position?

22 JUDGE BUSHMANN: You may.

23 MS. CALLENBACH: Thank you. As long as
24 she can see me.

25 JUDGE BUSHMANN: Please raise your right

1 hand.

2 (Witness sworn.)

3 JUDGE BUSHMANN: Thank you.

4 ANDREA HOFFMAN, being first duly sworn, testified as
5 follows:

6 DIRECT EXAMINATION BY MS. CALLENBACH:

7 **Q. Good afternoon.**

8 A. Good afternoon.

9 **Q. Will you please state your name and
10 business address for the record, please?**

11 A. Andrea Hoffman. And my address is
12 1 South Wacker Drive, Suite 1900, Chicago, Illinois
13 60606.

14 **Q. Thank you. And you're employed by
15 Invenergy, but you're here today testifying on behalf
16 of the applicant, Grain Belt Express Clean Line.**

17 **Correct?**

18 A. Correct.

19 **Q. And you filed Supplemental Direct
20 Testimony on this case on November 12th, 2018, which
21 has been premarked as Exhibit 146; is that correct?**

22 A. Correct.

23 **Q. Okay. And it's my understanding that you
24 have one or two corrections to your pre-filed
25 testimony?**

1 A. That's correct.

2 Q. **If you could just please walk us through**
3 **those two changes.**

4 A. Okay. They're both on page 5 of my
5 testimony. And the first one is line 6 where it says
6 Invenergy Investment, LLC. It should read Invenergy
7 Investment Company, LLC.

8 The next one is on line 11 where it says,
9 Six to nine months prior to commercial operations. It
10 should say, Six to nine months prior to commencement
11 of construction.

12 Q. **Thank you. And with those corrections,**
13 **if you were asked the same questions today, would your**
14 **answers remain the same?**

15 A. They would.

16 Q. **And your answers in your testimony were**
17 **given under oath?**

18 A. Yes.

19 MS. CALLENBACH: Judge, I would move to
20 place the testimony of Ms. Hoffman premarked as
21 Exhibit 146 and Schedule AH-1 into evidence.

22 JUDGE BUSHMANN: Any objections?

23 Hearing none, it's admitted.

24 (Exhibit 146 was received into evidence.)

25 MS. CALLENBACH: Thank you. I would

1 tender the witness for cross-examination.

2 JUDGE BUSHMANN: First cross would be
3 MJMEUC.

4 MR. HEALY: No questions, Judge.

5 JUDGE BUSHMANN: Public Counsel.

6 MR. POSTON: No questions.

7 JUDGE BUSHMANN: Commission Staff.

8 MR. THOMPSON: No questions. Thank you,
9 Judge.

10 JUDGE BUSHMANN: Farm Bureau.

11 MR. HADEN: No questions, Your Honor.

12 JUDGE BUSHMANN: Missouri Landowners.

13 MR. AGATHEN: I do, Your Honor.

14 JUDGE BUSHMANN: Go ahead.

15 CROSS-EXAMINATION BY MR. AGATHEN:

16 Q. Good afternoon, Ms. Hoffman.

17 A. Good afternoon.

18 Q. First, can we agree that unless stated
19 otherwise, when we use the name Invenergy, we're
20 talking about the parent company, Invenergy, LLC, and
21 all its affiliates?

22 A. No. Invenergy --

23 Q. My question is if I use the word
24 "Invenergy" --

25 A. Oh.

1 **Q. -- can we agree that that includes its**
2 **affiliates unless we -- unless we say otherwise?**

3 A. I would say if you're talking about its
4 parent, no. Invenergy, LLC is the entity that all of
5 the corporate employees work for. So it depends on
6 what you're asking.

7 **Q. I'm trying to make this easier. What**
8 **I'm --**

9 A. I know.

10 **Q. -- looking for is a shortcut term for all**
11 **of the companies within Invenergy that are involved in**
12 **any way in this project.**

13 A. I would say if we said Invenergy, its
14 affiliates and parent, yes.

15 **Q. Okay. Can we leave out the parent then**
16 **and --**

17 A. Okay. And then I'll just say if it
18 doesn't include?

19 **Q. That's fine.**

20 A. Okay. Sorry. Thank you.

21 **Q. Thank you. You've been in the**
22 **transmission and generation business now for how many**
23 **years?**

24 A. Well, I've been in -- I've been at
25 Invenergy for ten years now.

1 **Q. What's a rough ball park of the number of**
2 **different transmission or generation projects you have**
3 **worked on?**

4 A. Well, we build -- as part of the
5 generation facilities that we construct, whether it's
6 renewables or gas-fired power plants, we also
7 construct transmission facilities and substations.
8 And if we're talking about all of the projects that
9 I've worked on --

10 **Q. Are we talking hundreds?**

11 A. No. Not hundreds. It's probably over
12 30 to 40.

13 **Q. Thank you. Based on your experience,**
14 **would you expect that the best projected cost of the**
15 **fully completed Grain Belt project would have gone up**
16 **between 2014 and now?**

17 A. Sorry. Could you restate that?

18 **Q. Has the price of the project likely gone**
19 **up?**

20 A. I'm not aware of it going up.

21 **Q. You're not -- I mean the question really**
22 **is wouldn't you expect the price of that project to go**
23 **up between 2014 and now?**

24 A. It's my understanding that the project's
25 about 2.3 billion. So I'm -- that's the current

1 expectation of the -- the project cost.

2 **Q. Right.**

3 A. I wasn't -- I haven't looked at how the
4 project cost has changed since 2016.

5 **Q. Do projects generally tend to increase in**
6 **cost over time?**

7 A. They can increase based on equipment
8 costs. They can also reduce based on equipment costs.
9 So I would say it's likely that it has -- there's been
10 some changes, but it could go either direction.

11 **Q. To your knowledge, does Grain Belt have**
12 **any kind of contingency costs built into their**
13 **estimated cost of the project?**

14 A. It's standard for projects to have
15 contingency costs baked into project budgets. And I
16 would expect the same in this case. I do not know
17 specifically.

18 **Q. You haven't looked at the documents which**
19 **would include that?**

20 A. No.

21 **Q. Could you turn, please, to page 3 of your**
22 **Supplemental Direct Testimony? Are you there?**

23 A. Oh, yes. Sorry.

24 **Q. You generally provide an overview there**
25 **of some of the projects which Invenergy owns or has**

1 **financed; is that correct?**

2 A. Yes.

3 **Q. Do you have a copy with you of your**
4 **answers to our data requests?**

5 A. Yes.

6 **Q. If you look at page 5, there's a chart at**
7 **the top of that page, is there not, in answer to**
8 **AH-17?**

9 A. Yes.

10 **Q. And it lists a number of different**
11 **facility -- or projects. Correct?**

12 A. It does.

13 **Q. How many of those -- excuse me. Is**
14 **Invenergy involved with or has been involved at some**
15 **point with all of those projects?**

16 A. Yes, it has.

17 **Q. Could you tell me of the projects that**
18 **are listed there, how many Invenergy now owns and**
19 **operates?**

20 A. I think the number is seven.

21 **Q. So roughly half of them?**

22 A. Yes.

23 **Q. And those are the projects which are**
24 **generally comparable to what? Grain Belt project?**

25 A. All of these projects have transmission

1 lines that we've developed and constructed. So in
2 terms of the transmission facilities, they're
3 comparable to Grain Belt.

4 **Q. Thank you. In response to AH-10, you**
5 **state that Invenergy and its affiliates have varying**
6 **ownership interests in generation projects with a**
7 **total capacity in excess of 15,500 megawatts; is that**
8 **correct?**

9 A. Sorry. Could you repeat the question?

10 **Q. Sure. In response to AH-10, you state**
11 **that Invenergy and its affiliates have varying**
12 **ownership interests in generation projects with a**
13 **total capacity in excess of 15,500 megawatts.**

14 A. Yes.

15 **Q. What's the approximate book value of**
16 **those facilities?**

17 A. I don't know.

18 **Q. Ball park?**

19 A. It's billions.

20 **Q. And you have facilities in the Americas**
21 **and in a number of countries in Europe and Asia.**
22 **Correct?**

23 A. Yes.

24 **Q. In approximately how many different**
25 **countries do you have some form of operations,**

1 **approximately?**

2 A. I'd say anywhere from eight to twelve.

3 **Q. Close enough. Are any of your generation**
4 **projects located in Missouri?**

5 A. No. We don't have any generation
6 projects located in Missouri.

7 **Q. Approximately how many megawatts of wind**
8 **generation does Invenenergy own in western Kansas, if**
9 **any?**

10 A. We do own a wind generation facility in
11 western Kansas. It's around 200 megawatts.

12 **Q. To your knowledge, has there been any**
13 **discussion at In-- at Invenenergy of connecting any of**
14 **its existing or planned wind capacity in Kansas to the**
15 **Grain Belt line?**

16 A. I'm not aware of specific conversations,
17 but we do have a project in western -- in Kansas.
18 Just like any other wind generation facility, it would
19 be looking at its options in terms of transmission.

20 **Q. And one of those could be the Grain Belt**
21 **line?**

22 A. It could be the Grain Belt line, but
23 it -- it would have to be an arm's length transaction.

24 **Q. And why is that? That it would have to**
25 **be arm's length?**

1 A. Many reasons. We -- one of which is just
2 in managing varying projects or different projects, we
3 have to be very careful about our affiliate
4 relationships. And -- and then also any regulatory
5 requirements associated with contracting transmission
6 for wind generation facility.

7 **Q. Would that be FERC requirements?**

8 A. FERC requirements.

9 **Q. What's the approximate length of the
10 longest transmission line in which you have an
11 ownership interest, ball park?**

12 A. That's probably a better question for
13 Chris Zadlo, but I'm going to say it could be over
14 20 miles.

15 **Q. Have any of your companies ever been
16 involved in the financing or construction of a high
17 voltage DC, direct current, line?**

18 A. No.

19 **Q. What's your best estimate of the costs
20 for completing the rest of the development phase of
21 the project?**

22 A. When we're looking at the development of
23 the project, it could -- it -- it -- it could range
24 from anywhere from 50 to 100 million.

25 **Q. That's prior to the beginning of**

1 **construction?**

2 A. Yes.

3 **Q. And what was that number?**

4 A. Anywhere from 50 to 100 million.

5 **Q. On a different subject, in answer to our**
6 **Data Request AH-17, you provided us with a list of**
7 **projects where you financed and imagine managed the**
8 **construction of high voltage transmission lines -- and**
9 **I think we've already covered that. Strike my**
10 **question.**

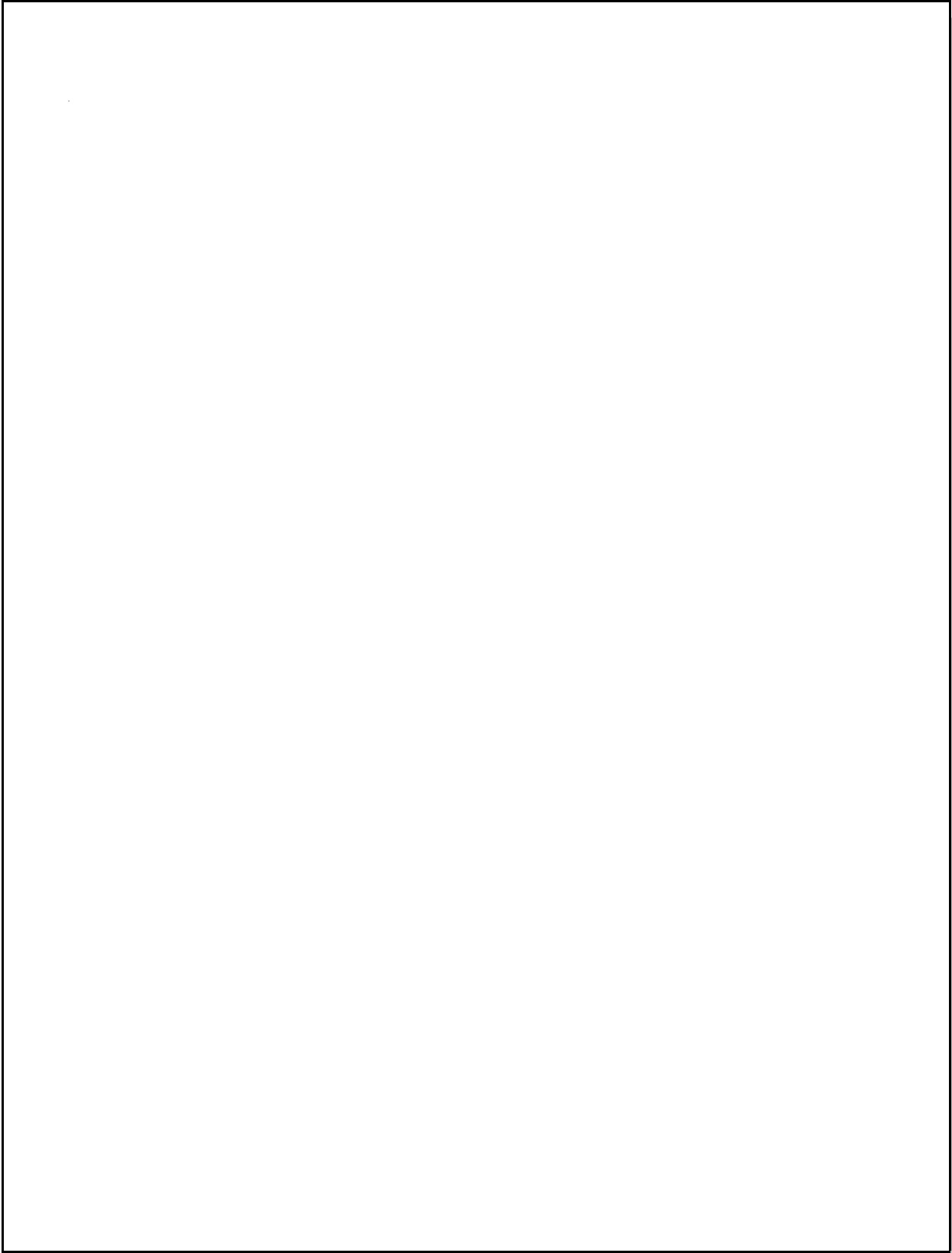
11 MR. AGATHEN: That's all I have except
12 for some material that's been marked confidential.

13 JUDGE BUSHMANN: All right. We'll go
14 in-camera. People in the back, I'm afraid you'll have
15 to step outside.

16 (WHEREUPON, an in-camera session was
17 held, contained in Volume 23, pages 2013 to 2015.)

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2015

1 JUDGE BUSHMANN: Okay. We're back in
2 open session and we're ready for Commissioner
3 questions.

4 No need for recross. Redirect by Grain
5 Belt?

6 MS. CALLENBACH: No, thank you, Judge.

7 JUDGE BUSHMANN: Ms. Hoffman, that
8 completes your testimony then. You may step down.

9 THE WITNESS: Thank you.

10 JUDGE BUSHMANN: If parties have no
11 objection, I'm thinking this might be a good place to
12 stop for the day. We're more than halfway done.
13 Unless you think you can get through another witness
14 in a short period of time.

15 MR. AGATHEN: I don't think so, Judge.

16 JUDGE BUSHMANN: Do you have a lot of --
17 extensive cross for this next witness?

18 MR. AGATHEN: Quite a bit.

19 MR. ZOBRI ST: Well, I --

20 MR. AGATHEN: And I may be able to
21 eliminate some of that this evening too.

22 MR. ZOBRI ST: I think we'd prefer to
23 proceed, Judge, unless the Commissioners have other
24 business.

25 COMMISSIONER KENNEY: I'm not going

1 anywhere.

2 JUDGE BUSHMANN: Do you have a
3 preference?

4 COMMISSIONER HALL: Whatever you want to
5 do.

6 COMMISSIONER COLEMAN: I came to work.

7 JUDGE BUSHMANN: All right. We'll start
8 with the next witness then.

9 MR. SCHULTE: The applicant calls Kris
10 Zadlo.

11 JUDGE BUSHMANN: Please raise your right
12 hand.

13 (Witness sworn.)

14 JUDGE BUSHMANN: Please be seated.

15 KRIS ZADLO, being first duly sworn, testified as
16 follows:

17 DIRECT EXAMINATION BY MR. SCHULTE:

18 **Q. Please state your name -- please state**
19 **your name and business address.**

20 A. Sure. My name is Kris Zadlo. My
21 business address is 1 South Wacker, Suite 1800,
22 Chicago, Illinois 60606.

23 **Q. And by who are you employed and in what**
24 **capacity?**

25 A. I'm employed by Invenergy. I'm a senior

1 vice president responsible for commercial analytics,
2 regulatory affairs and transmission analysis.

3 **Q. And although you're employed by**
4 **Invenergy, you're here today on behalf of the**
5 **applicant, Grain Belt Express Clean Line, LLC; is that**
6 **right?**

7 A. Correct.

8 **Q. And are you the same Kris Zadlo who filed**
9 **Supplemental Direct Testimony on November 12th, 2018**
10 **and Supplemental Surrebuttal Testimony on December**
11 **10th, 2018?**

12 A. Correct.

13 **Q. And did that Supplemental Direct**
14 **Testimony consist of about 16 pages of Q and A,**
15 **question and answers, and then five schedules?**

16 A. That's correct.

17 **Q. And it was marked as Exhibit 145?**

18 A. Correct.

19 **Q. And then the Supplemental Surrebuttal**
20 **Testimony consists of six pages of questions and --**
21 **questions and answers and one schedule, and that was**
22 **marked as Exhibit 147?**

23 A. Exhibit 14--

24 **Q. 147.**

25 A. Correct.

1 **Q. And were those testimonies prepared by**
2 **you or under your direction?**

3 A. Yes.

4 **Q. And were they under oath?**

5 A. Yes.

6 **Q. Do you have any corrections?**

7 A. No.

8 **Q. On schedule -- if you could turn to**
9 **actually Schedule KZ-6, which is the only schedule**
10 **attached to your Supplemental Surrebuttal .**

11 A. Oh, so that -- there is a correction
12 here. This would be the ultimate relationship if
13 Invenergy Transmission, LLC were to acquire it -- the
14 Grain Belt Express Clean Line company.

15 **Q. So this is the post-transaction**
16 **organizational chart?**

17 A. Yes. This is the post-transactional
18 organizational chart.

19 **Q. And are you aware if Grain Belt Express**
20 **Clean Line, LLC is an Indiana corporation as oppos--**
21 **or an Indiana Limited Liability Company as opposed to**
22 **Delaware?**

23 A. Yes. That's my understanding, it's an
24 Indiana company.

25 **Q. Okay. And with that correction for all**

1 of your testimony, both the Supplemental Direct and
2 the Supplemental Surrebuttal, if you were asked those
3 same questions today, would your answers be the same?

4 A. Yes.

5 MR. SCHULTE: We move to place Exhibit
6 145 and 147 into evidence with the corrections noted
7 by Mr. Zadlo.

8 JUDGE BUSHMANN: Any objections?

9 MR. AGATHEN: Just one clarification,
10 Your Honor. Is Schedule KZ-3 and KZ-4 the versions
11 which were originally filed with the testimony?

12 MR. SCHULTE: Yes. Thank you. That's a
13 good clarification. There is a public version of KZ-3
14 and KZ-4, which was originally filed with the
15 testimony. And then there is a com-- confidential
16 version that is a less redacted version that will also
17 be provided and put into the -- put into the record.

18 MR. AGATHEN: Is that being offered at
19 this point?

20 MR. SCHULTE: Yes. We are offering the
21 public version, which is the more redacted version of
22 the Membership Interest Purchase Agreement and the
23 Development Management Agreement, as well as the
24 confidential version of --

25 JUDGE BUSHMANN: I don't have the

1 confidential version --

2 MR. SCHULTE: Okay. We --

3 JUDGE BUSHMANN: -- that I know of. I
4 mean all I've seen is what's been filed in EFIS, which
5 was -- you're saying now is the public version.

6 MR. SCHULTE: Right.

7 JUDGE BUSHMANN: And you're saying that
8 there is a confidential version that will also be
9 included as a -- as a schedule to this testimony?

10 MR. SCHULTE: Yes. And we can provide
11 a --

12 JUDGE BUSHMANN: The Bench needs copies
13 of that.

14 MR. SCHULTE: Okay. That's the
15 confidential version.

16 JUDGE BUSHMANN: Okay. This is a single
17 copy? Do you have multiple copies for the
18 Commissioners?

19 MR. SCHULTE: I do not have additional
20 copies.

21 JUDGE BUSHMANN: Can you provide those
22 tomorrow?

23 MR. SCHULTE: Yes. I apologize. I -- it
24 was my understanding that those had already been
25 circulated, but we will make copies.

1 JUDGE BUSHMANN: Why don't you bring
2 those tomorrow and make sure the Commissioners have a
3 copy of that as well.

4 MR. SCHULTE: Absolutely.

5 JUDGE BUSHMANN: And so what you're
6 offering includes -- let me make sure I've got this
7 straight for the record. So on 145, that includes
8 both the public and confidential version of Schedule
9 KZ-3 and Schedule KZ-4; is that correct?

10 MR. SCHULTE: Yes. Yes.

11 JUDGE BUSHMANN: And on sc-- on Exhibit
12 Number 147 there is a schedule, but that is a public
13 schedule and that is KZ-6; is that correct?

14 MR. SCHULTE: Correct.

15 JUDGE BUSHMANN: All right. I think I
16 have that -- I think I understand that.

17 MR. ZOBRIST: Can I confer with
18 Mr. Schulte for just a moment?

19 JUDGE BUSHMANN: Yes.

20 MR. SCHULTE: Yes. Just to clarify,
21 the -- originally we filed a more -- I'll refer to it
22 as the more redacted version of KZ-3 and KZ-4 as
23 confidential. Then we reclassified those as public.
24 And those are currently in the electronic filing
25 system as public versions of KZ-3 and KZ-4.

1 It was my understanding that the
2 confidential version, which is a less redacted version
3 of those schedules, was also filed through the
4 electronic system, but I'll have to check on that.
5 And -- and from our exchange here, I don't think that
6 it was. And so we'll make sure that that happens and
7 we'll provide hard copies tomorrow.

8 JUDGE BUSHMANN: For the court reporter
9 and for the Commissioners.

10 MR. SCHULTE: Yes, Judge.

11 JUDGE BUSHMANN: Okay. Thank you.

12 MR. SCHULTE: Thank you.

13 JUDGE BUSHMANN: All right. With that,
14 is there any objection to Exhibits 145 or 147?

15 Hearing none, those are admitted.

16 (Exhibits 145 and 147 were received into
17 evidence.)

18 MR. SCHULTE: With that, the witness is
19 available for cross.

20 JUDGE BUSHMANN: First cross would be
21 MJMEUC.

22 MR. HEALY: No questions, Judge.

23 JUDGE BUSHMANN: Public Counsel.

24 MR. POSTON: No questions.

25 JUDGE BUSHMANN: Commission Staff.

1 MR. THOMPSON: Thank you, Judge.

2 CROSS-EXAMINATION BY MR. THOMPSON:

3 Q. Good afternoon -- afternoon, Mr. Zadlo.

4 A. Good afternoon.

5 Q. Now, you're aware of certain conditions
6 that Clean Line entered into, committed to observing
7 with Staff; is that correct?

8 A. Yes, sir.

9 Q. And I refer to those in Exhibits 205 and
10 206?

11 A. Yes.

12 Q. And you also heard Mr. Schulte read a
13 stipulated additional condition today; is that
14 correct?

15 A. That's correct.

16 Q. And it's my understanding that Invenergy
17 will observe that condition as well?

18 A. That is correct.

19 Q. Now, in Staff's Revised Supplemental
20 Rebuttal Report, Staff also recommended as an
21 additional condition that Grain Belt provide Staff
22 with reasonable access to confidential financial
23 information. That was the subject of the stipulation
24 I just mentioned. Correct?

25 A. That's correct.

1 **Q. And Staff also continues to recommend the**
2 **Commission require Grain Belt to comply with**
3 **conditions prior to acquiring involuntary easements or**
4 **starting construction of the transmission line.**

5 **Correct?**

6 A. That's correct.

7 **Q. And is that acceptable to Invenergy?**

8 A. Correct, yes.

9 **Q. Thank you. And Staff further recommended**
10 **that the conditions be subject to a demonstration to**
11 **the Commission that the outstanding studies do not**
12 **raise any new issues, and if they do, that the**
13 **Commission be satisfied with Grain Belt's solution to**
14 **address those issues. Is that satisfactory and**
15 **acceptable to Invenergy?**

16 A. So when you say studies, can you be more
17 specific as to which studies you're referring to?

18 **Q. For example, the RTO studies.**

19 A. The MISO studies, yes.

20 **Q. Yes, sir. Finally, Staff also**
21 **recommended that the Commission condition the CCN such**
22 **that if the design and engineering of the project**
23 **materially changes from that presented in the**
24 **application, that Grain Belt be required to file an**
25 **updated application subject to further review and**

1 **determination by the condition -- by the Commission.**

2 **Is that acceptable to Invenergy?**

3 A. Yes.

4 Q. **So, for example, if for some reason**
5 **Invenergy decided not build the Ralls County converter**
6 **station, that would be a material change that would**
7 **trigger the obligation under that condition. Correct?**

8 A. That's -- that's correct.

9 Q. **Okay. Thank you. No further questions.**

10 JUDGE BUSHMANN: Cross by Farm Bureau.

11 MR. HADEN: Yes, Your Honor.

12 CROSS-EXAMINATION BY MR. HADEN:

13 Q. **Good afternoon, Mr. Zadlo. Am I saying**
14 **that correctly?**

15 A. Yes.

16 Q. **Okay. Thank you. I just wanted to ask**
17 **you a few brief questions here. One of the things --**
18 **one of the subjects of your testimony was the**
19 **structure of the purchase agreement, the deal for**
20 **Invenergy to purchase Grain Belt and Clean Line. And**
21 **you've laid that out -- I won't -- I'm not going to**
22 **quote it, but you've laid out a structure of that**
23 **within your testimony. Would you agree with me on**
24 **that?**

25 A. That's correct.

1 **Q. And one of the conditions in that**
2 **agreement is that both the KCC in Kansas and Missouri**
3 **Public Service Commission approve that sale. Correct?**

4 A. That's correct.

5 **Q. And I know you've stated the intention of**
6 **all parties to apply for that app-- to apply for that**
7 **permission. Has that application occurred in either**
8 **state yet? In other words, have you applied in Kansas**
9 **to the Kansas Corporation Commission or the Missouri**
10 **Public Service Commission?**

11 A. Well, it's -- it's my understanding that
12 we're working on it right now.

13 **Q. Okay. Do you know what the timeline -- I**
14 **mean -- and if you don't, it's fine, but do you know**
15 **what the timeline is or --**

16 A. I do not --

17 **Q. -- or expected timeline?**

18 A. I am -- don't know -- I don't know the
19 timeline.

20 **Q. Okay. Are -- are you involved personally**
21 **in that work or in that application at all?**

22 A. No.

23 **Q. Do you know who is within the company?**

24 A. Yes. Cory Blair.

25 **Q. Okay. And what's -- I'm sorry. Is that**

1 **Ms. Cory Blair?**

2 A. No.

3 **Q. Mister?**

4 A. Mister.

5 **Q. Okay. And Mr. Blair, what is he --**
6 **what's his position?**

7 A. He's -- he's the lead developer on this
8 project for Invenergy.

9 **Q. For Invenergy?**

10 A. Yes.

11 **Q. Okay. If that permission was not granted**
12 **in either state, would that void the deal for**
13 **Invenergy to purchase Grain Belt?**

14 A. So just to be clear, the Development
15 Management Agreement and the MIPA, there is no
16 convenience for termination. Those are the only two
17 stipulations in there. So if those two stipulations
18 go through, we are required to take ownership of Grain
19 Belt.

20 **Q. Sure. But conversely, if they don't, you**
21 **can walk -- Invenergy, not you --**

22 A. Well, we --

23 **Q. -- Invenergy can walk away. Correct?**

24 A. -- we can't take ownership of a
25 regulatory asset without Commission approval. I

1 mean -- I mean, we can't buy it. The Commission has
2 to approve it.

3 **Q. Right.**

4 A. So -- so that approval has to happen in
5 order for us to acquire it.

6 **Q. No, and I understand that. So I mean,**
7 **would it be fair to say then if that doesn't happen --**

8 A. Well --

9 **Q. -- Invenergy's not going to purchase GB--**
10 **or Grain Belt Express. Correct?**

11 A. If we don't get permission, we can't
12 acquire it.

13 **Q. Okay. So if you know, do you know why**
14 **the decision's been made to move ahead with**
15 **proceedings here rather than wait for that permission**
16 **to be granted?**

17 MR. SCHULTE: Objection, it calls for a
18 legal conclusion.

19 MR. HADEN: I mean it's a factual con--
20 question about the decision.

21 JUDGE BUSHMANN: Overruled.

22 BY MR. HADEN:

23 **Q. So the question was if you know -- and**
24 **you may not, I understand, that -- but if you know,**
25 **why have you -- why is there movement here for Grain**

1 **Belt and Invenergy to move ahead with the request for**
2 **the CCN in this case before they've obtained that**
3 **permission in either state?**

4 A. Well, someone has to go first. Right?
5 So -- and there was an active proceeding in Missouri
6 so it made sense to continue with this process.

7 Q. Was the structure of the deal such
8 that -- I mean was the real desire within the company
9 is that if this project doesn't go forward, they're
10 not going to acquire Grain Belt? In other words, if
11 they don't get -- if the Commission in Missouri does
12 not grant a CCN, was -- from Invenergy's perspective,
13 the whole idea is we don't want to acquire the company
14 anyway if we don't get a CCN to move forward with the
15 project?

16 A. No. I don't think that was the case
17 because if -- if so, we would have had that
18 stipulation for Illinois and we don't have that
19 stipulation for Illinois.

20 Q. So regardless -- I mean conversely,
21 regardless of whether the Commission grants the CCN
22 here, you think you're going to move forward and try
23 to acquire Grain Belt Express? Invenergy?

24 A. Invenergy, yes.

25 Q. Okay.

1 MR. HADEN: Just one moment, Your Honor.
2 I'm making sure I've got this.

3 BY MR. HADEN:

4 Q. You understand that -- and these are --
5 I'm going to get to -- I'm not asking about water
6 under the bridge. I'm just pointing back to you
7 understand there are conditions in place that Grain
8 Belt's agreed to that -- in terms of how they'll
9 purchase ag land in this -- with their easements
10 and -- easement power of eminent domain?

11 A. Yes. We're aware of those agreements and
12 Invenergy, as part of this transaction, is willing to
13 step into those agreements.

14 Q. Has Invenergy appointed or do they have a
15 point person within the -- within Invenergy that's
16 going to be in charge of overseeing that compliance?

17 A. We have a land group within Invenergy.
18 It's -- we have 14 full-time employees dealing with
19 land. We have -- over our operating projects, have
20 ex-- have leases with over 13,000 landowners,
21 approximately 10 million acres of land. So we have an
22 entire department focused and dedicated on land
23 management issues. Has that been assigned to someone
24 specifically in that group? Not yet.

25 Q. Who's in charge of that group?

1 A. Kelly Meyer.

2 Q. Okay. And is Kelly -- again, we'll have to
3 ask again.

4 A. Yeah.

5 Q. Kelly male or female?

6 A. Female. Yeah.

7 Q. So Ms. Meyer, she --

8 A. She would ultimately be responsible for
9 that.

10 Q. Do you know what her title within the
11 company is?

12 A. I believe she's a vice president.

13 Q. Okay. And she's vice president -- and is
14 it of land management or something --

15 A. Something to that effect.

16 Q. Thereabouts?

17 A. Thereabout.

18 Q. Okay.

19 MR. HADEN: That's all I had, Judge.

20 Thank you.

21 JUDGE BUSHMANN: Missouri Landowners.

22 MR. AGATHEN: Thank you.

23 MR. HADEN: I'm sorry, Mr. Agathen.

24 Judge, I'm done with my cross and I would
25 waive any recross. I'd ask that I can be excused from

1 the proceeding.

2 JUDGE BUSHMANN: You are excused.

3 MR. HADEN: Thank you. For today. I
4 want to be clear. I'll be back tomorrow.

5 CROSS-EXAMINATION BY MR. AGATHEN:

6 Q. Hello, Mr. Zadlo.

7 A. Hello.

8 Q. I have a couple of questions -- well, let
9 me back up. Were you here for the cross-examination
10 of Mr. Berry?

11 A. Yes.

12 Q. I've got a couple of questions which are
13 follow-ups to some questions that were directed to
14 him. He seemed reluctant to agree as a condition to
15 the closing that Invenergy agree to build the Ralls
16 County substation or converter station. Do you recall
17 that line?

18 A. Yes.

19 Q. And he said he couldn't at that point
20 agree to that as a condition.

21 A. Yes. I remember that -- him stating
22 that.

23 Q. Can you, sitting here, agree to that
24 condition?

25 A. Well, I think it would be very difficult

1 to fulfill MJMEUC's contract without building a
2 converter station within Missouri. So yes, the --
3 some sort of converter station will have to be built
4 in Missouri.

5 **Q. Along the magnitude of what had been**
6 **proposed?**

7 A. Yes.

8 **Q. Thank you. And there was a series of**
9 **questions of Mr. Berry regarding permission from the**
10 **Illinois Commerce Commission as a condition to the**
11 **closing of this contract. Do you recall that?**

12 A. Yes, I do.

13 **Q. And that permission from the Illinois**
14 **Commerce Commission is, in fact, not a condition, is**
15 **it?**

16 A. That's correct.

17 **Q. Could you tell me why?**

18 A. Well, sure. As we were looking to
19 acquire this transaction, there were active proce--
20 there was an active proceeding in Missouri and Clean
21 Line had a very good relationship with the Kansas
22 Commission.

23 So we felt -- this is -- this was a
24 business decision. We felt that it would be
25 advantageous to have Clean Line employees be active in

1 helping us in those two proceedings. The Illinois
2 proceeding needs to start from scratch. So we felt
3 that since it needs to be started from scratch, we
4 could handle that ourselves and we wouldn't need Clean
5 Line assistance.

6 **Q. And so what happens to the closing of the**
7 **contract for the sale if you do not get Illinois**
8 **Commerce Commission approval?**

9 A. Nothing. The Illinois Commerce
10 Commission has nothing to do with this transaction,
11 being Clean Line selling this asset to Invenergy.

12 **Q. I'm not sure I understand. If Illinois**
13 **Commerce Commission denies a certificate to build the**
14 **line in Illinois, are you still planning on closing?**

15 A. We -- we have to contractually.
16 There's -- contractually there's only two con-- first
17 of all, there's no cond-- condition to terminate for
18 convenience in this contract. There's only two
19 conditions in it; getting Missouri approval and
20 getting Kansas approval. If those two conditions are
21 met, contractually we have to acquire the development.

22 **Q. And so what would happen if you do not**
23 **get Illinois Commission approval? Would the line**
24 **simply stop in Missouri somewhere?**

25 A. So we would have to obviously come back

1 to the Missouri Commission and reconstitute this
2 project in a different form.

3 **Q. And the line would have to stop somewhere**
4 **in Missouri then?**

5 A. Most likely.

6 **Q. Well, what's the other alternative?**

7 A. Might go north, might go south. I don't
8 know.

9 **Q. In other words, you may just start from**
10 **scratch?**

11 A. Possibly. But there's a lot of --
12 there's been a lot of good development work performed,
13 so I don't -- I think that would be doubtful.

14 **Q. Did you ask, in your negotiations with**
15 **Clean Line, to include the Illinois Commerce**
16 **Commission approval as a condition?**

17 A. No.

18 **Q. Thank you. Grain Belt has been granted**
19 **FERC authorization to establish rates on the basis of**
20 **negotiations with its customers, has it not?**

21 A. That's correct.

22 **Q. And the customers could include wind**
23 **farms in Kansas?**

24 A. Yes.

25 **Q. Or load serving utilities such as Ameren?**

1 A. Correct.

2 Q. **And probably some other types of**
3 **entities?**

4 A. That's correct.

5 Q. **Or could it include retail customers,**
6 **end-use customers?**

7 A. I'm -- I'm not sure if it could -- could
8 or cannot. I think that's a legal question.

9 Q. **It would depend on the state law?**

10 A. Right.

11 Q. **So you have no plans at this point that**
12 **you're aware of to sell to end-use customers in**
13 **Missouri?**

14 A. No plans.

15 Q. **Is it your understanding that under FERC**
16 **regulation, transmission line owner is not required to**
17 **sell capacity to anyone who makes an offer?**

18 A. That's not my understanding. My
19 understanding is transmission capacity has to be made
20 in an open and transparent fashion.

21 Q. **To anybody who asks for it?**

22 A. Yes.

23 Q. **Regardless of their credit rating, for**
24 **example?**

25 A. No. Per the rules and open access

1 transmission tariff, there are certain requirements.
2 As long as the requirements are nondiscriminatory, you
3 can put credit requirements on people.

4 **Q. Okay. So non-discriminatory is -- is the**
5 **part I'm having trouble with. Can you end up with two**
6 **different rates to two different customers who are**
7 **essentially taking service under the same**
8 **circumstances?**

9 MR. SCHULTE: I'm -- I'm going to object
10 to the extent that this calls for a legal conclusion.

11 JUDGE BUSHMANN: Response, Mr. Agathen?

12 MR. AGATHEN: Invenergy and Grain Belt
13 and Clean Line have no doubt been involved in
14 extensive negotiations with customers under FERC
15 regulations. It's not a legal conclusion. It's just
16 asking the witness what his knowledge of the process
17 is.

18 JUDGE BUSHMANN: Objection overruled.

19 THE WITNESS: Can you repeat the
20 question, please?

21 BY MR. AGATHEN:

22 **Q. Sure. I'll try. Is it your**
23 **understanding under FERC regulations, that two**
24 **somewhat similar, near identical, whatever, customers**
25 **could end up with two different rates because of the**

1 **ability under FERC rules that you are allowed to**
2 **negotiate rates?**

3 A. That's correct.

4 **Q. It could?**

5 A. It could.

6 **Q. Because of the ability to negotiate**
7 **different rates?**

8 A. Right. Which Clean Line secured from
9 FERC.

10 **Q. Now that you mention that, how will that**
11 **authority eventually pass to Invenergy?**

12 A. Can -- can you be more specific with your
13 question?

14 **Q. Sure. Is it your understanding that at**
15 **some point Invenergy will have the right granted by**
16 **FERC to negotiate rates on the Grain Belt project?**

17 A. Well, it's my understanding it's not
18 Invenergy, but it's Grain Belt's right to negotiate
19 the transmission rate.

20 **Q. Right. But once the deal closes, they're**
21 **no longer involved. Right?**

22 A. Right. Right. So --

23 **Q. So at that point is it your assumption**
24 **that Invenergy will have the right to negotiate rates?**

25 A. Right. But any rate that gets negotiated

1 needs to get filed back at the Federal Energy
2 Regulatory Commission and ultimately it will need to
3 be approved by them. And typically the approval of
4 those rates -- it's my understanding subject to
5 attorney check -- there's four factors that fe-- the
6 Federal Energy Regulatory Commission uses.

7 And make sures -- make sure that the
8 transaction is just and reasonable from a rate
9 perspective; that there's no undue preference, second;
10 undue discrimination, three; and that there is no
11 reliability impacts to the grid. So whatever rate
12 structure or contract that gets entered into will have
13 to go through that sort of screening by the FERC.

14 **Q. On an after-the-fact basis?**

15 A. Yeah.

16 **Q. Could you turn, please, to page 8 of your
17 Supplemental Direct Testimony?**

18 A. Eight?

19 **Q. Of your Supplemental Direct.**

20 A. Uh-huh.

21 **Q. Starting at line 6, you essentially say
22 that, Initially Invenenergy anticipates it will enter
23 into long-term transmission service or capacity
24 contracts that require transmission customers to pay a
25 negotiated reservation charge. Correct?**

1 A. That's correct.

2 Q. **And that's the process we were talking**
3 **about, you sit down with a customer over the table and**
4 **negotiate a rate?**

5 A. Well, I think before that would have to
6 happen, sir, you would have to have an open season.
7 Right? And first you have an open season, you see
8 which individuals will -- are willing to pay. And
9 then you -- you h-- you choose the best -- the
10 offers -- the best offers that you receive and try to
11 negotiate a rate with them.

12 Q. **And then you go through that process of**
13 **negotiation?**

14 A. Yes.

15 Q. **Hasn't Grain Belt already gone through an**
16 **open season?**

17 A. Yes, they have.

18 Q. **So you already have looked at those, I**
19 **assume, responses from all those customers?**

20 A. Right. But right now presently the --
21 there's not enough subscription on the line to
22 facilitate financing. So you'd have to still go
23 through another open season and another negotiations
24 with folks to get more subscriptions in order to
25 finance this fa-- the line.

1 **Q. How much capacity has been sold?**

2 A. Well, right now it's -- my understanding
3 is about 300 megawatts. So you have -- up to 300. So
4 to be -- to be specific, MJMEUC has procured 136 with
5 an option to go to 200. They have another -- ability
6 to get another 50 and then you have the Realgy
7 contract of 50.

8 **Q. Thank you. And you used the term**
9 **"reservation charge" that we just discussed. Is that**
10 **basically, in my language at least, the charge for**
11 **capacity?**

12 A. That's correct.

13 **Q. Thank you. And then you say at that same**
14 **page of your testimony that any future sale of**
15 **capacity will be governed by a tariff filed with the**
16 **FERC. Correct?**

17 A. That's correct.

18 **Q. Under that tariff, is there still**
19 **negotiation involved in arriving --**

20 A. At --

21 **Q. -- at a final price?**

22 A. At that point, no.

23 **Q. So it's up to a certain point, you**
24 **negotiate; after that, you don't?**

25 A. Correct.

1 **Q. Could you turn, please, to page 10 of**
2 **your Supplemental Direct Testimony?**

3 A. Okay. I'm there.

4 **Q. Starting at line 14, you say that**
5 **Invenergy does not have any current plans to make**
6 **substantial changes to the project as described in**
7 **earlier testimony of Dr. Galli. Do you see that?**

8 A. Yes.

9 **Q. That sounds like you're keeping open the**
10 **option at some later time to make substantial changes**
11 **to the project; is that correct?**

12 A. No, that's not correct. That'd only
13 happen if -- if for some reason, as you speculated,
14 that if we didn't receive Illinois approval, we would
15 have to come back here and -- and -- and reconstitute
16 the line in some different fashion. But right now
17 we're pursuing this project the way it was -- the way
18 it was envisioned.

19 **Q. So is it safe to say that other than the**
20 **Illinois approval, you have no plans at all to make**
21 **any substantial changes to the project?**

22 A. That's correct.

23 **Q. Thank you. In answer to one of our data**
24 **requests, you stated that at this early stage of**
25 **Invenergy's ownership, it is not yet determined what**

1 **its normal rate for the sale of capacity from Kansas**
2 **to Missouri will be.**

3 **Do you recall that?**

4 A. Yes.

5 **Q. Does that imply there will be a single**
6 **rate available to all customers for service from**
7 **Kansas to Missouri?**

8 A. Well, once -- once the tariff OATT comes
9 into effect, it will be a single rate.

10 **Q. And prior to that, it's subject to --**

11 A. It's still -- it's subject to
12 negotiations, yes.

13 **Q. Have you spoken with anyone else at**
14 **Invenergy about the possibility of a wind farm owned**
15 **by Invenergy buying capacity on the Grain Belt line?**

16 A. No.

17 **Q. Have you spoken with others at Invenergy**
18 **about the possibility of not building a converter**
19 **station in Missouri?**

20 A. No.

21 **Q. And have you spoken with others at**
22 **Invenergy about the possibility of not extending the**
23 **line into Illinois and Indiana?**

24 A. No. I mean, it's a possibility. We
25 talked about it.

1 **Q. About not extending it beyond Missouri?**

2 A. Well, if we fail to get Illinois
3 approval, it's on our minds.

4 **Q. Would that be the only situation in which
5 you would not extend the line into Illinois?**

6 A. We couldn't, yeah. If we don't get
7 approval, yeah.

8 **Q. But that would be the only situation, the
9 non-approval from the Illinois Commission --**

10 A. Well --

11 **Q. Excuse me. Wait. -- in which you would
12 not extend the line beyond Missouri?**

13 A. It's -- it's hard for me to -- there
14 could potentially be other conditions that could occur
15 that would not allow us to extend the line.

16 **Q. Thank you. On a different subject, could
17 you turn, please, to page 12 of your Supplemental
18 Direct Testimony?**

19 A. Uh-huh.

20 **Q. Are you there?**

21 A. Yeah.

22 **Q. Looking at lines 6 to 8 you state that
23 the plan is to begin construction in the year 2020; is
24 that correct?**

25 A. That's correct.

1 **Q. So does that leave about one to two years**
2 **for the development phase of the project?**

3 A. Well, it's -- our view, it lives --
4 leaves one to two years to get the permitting. And
5 when we say start of construction, the first year is
6 not truly construction, but getting easements from
7 con-- from landowners. The construction phase itself
8 is probably closer to three years.

9 **Q. Three years for the construction itself?**

10 A. Another year to -- to -- to get the land
11 easements.

12 **Q. Okay. Let me back up. The definition I**
13 **believe that we've been using for the development**
14 **phase of the project is basically from today forward**
15 **to construction. Is that essentially correct?**

16 A. It's -- it's depends on what your
17 definition of construction is.

18 **Q. Well, give me your definition.**

19 A. Well, I think in this case, depending on
20 what sort of stipulations the permitting agencies
21 might provide, there might have to occur some
22 pre-construction activities given the length of the
23 line.

24 **Q. So counting those pre-- well, what would**
25 **those pre-construction activities involve?**

1 A. For instance, tree clearing.

2 Q. **And you would count that as part of**
3 **construction?**

4 A. Yes.

5 Q. **So are you still estimating that based on**
6 **your definition, it will take four years for**
7 **construction?**

8 A. Approximately, yes.

9 Q. **Thank you. Are you familiar with**
10 **Invenergy's Clear River generating project?**

11 A. Yes, I am.

12 Q. **Do you recall that Clear River used**
13 **software in that case to develop a critical path**
14 **schedule for the project?**

15 A. Well, Clear River is a combined cycle
16 facility in Rhode Island, so I'm struggling to
17 understand what relevance it has here.

18 Q. **Well, I'm asking did you use software to**
19 **develop the critical path for that project?**

20 A. Well, I'm not the developer on Clear
21 River so I don't know what kind of software is being
22 used on Clear River.

23 Q. **You were involved in it though?**

24 A. I'm -- as a senior vice president, I'm
25 involved in a lot of things, but I don't have intimate

1 knowledge as to what sort of software was being used
2 for Clear River.

3 **Q. Is there software on the market out there**
4 **somewhere being used to develop critical path**
5 **construction periods?**

6 A. There's project ma--

7 MR. SCHULTE: Objection -- objection as
8 to relevance.

9 JUDGE BUSHMANN: What's your response,
10 Mr. Agathen?

11 MR. AGATHEN: I'm going to relate to
12 his -- to his own project here, Grain Belt project.

13 JUDGE BUSHMANN: All right. I'll let you
14 proceed.

15 BY MR. AGATHEN:

16 **Q. Is there software out there on the market**
17 **which allows you to develop a critical path schedule?**

18 A. So we've developed over a hundred
19 projects. Our project managers use the latest
20 software to -- to manage their projects successfully.
21 So I'm sure we use multiple types of software.

22 **Q. And did you use such software in**
23 **projecting first the development phase of the Grain**
24 **Belt project?**

25 A. We haven't -- it's too early to get into

1 that sort of detailed software analysis for this
2 project considering that we're still going through the
3 permitting phase --

4 **Q. So at --**

5 A. -- in the pr--

6 **Q. -- some point you might expect to use it?**

7 A. Oh, absolutely we would, yes.

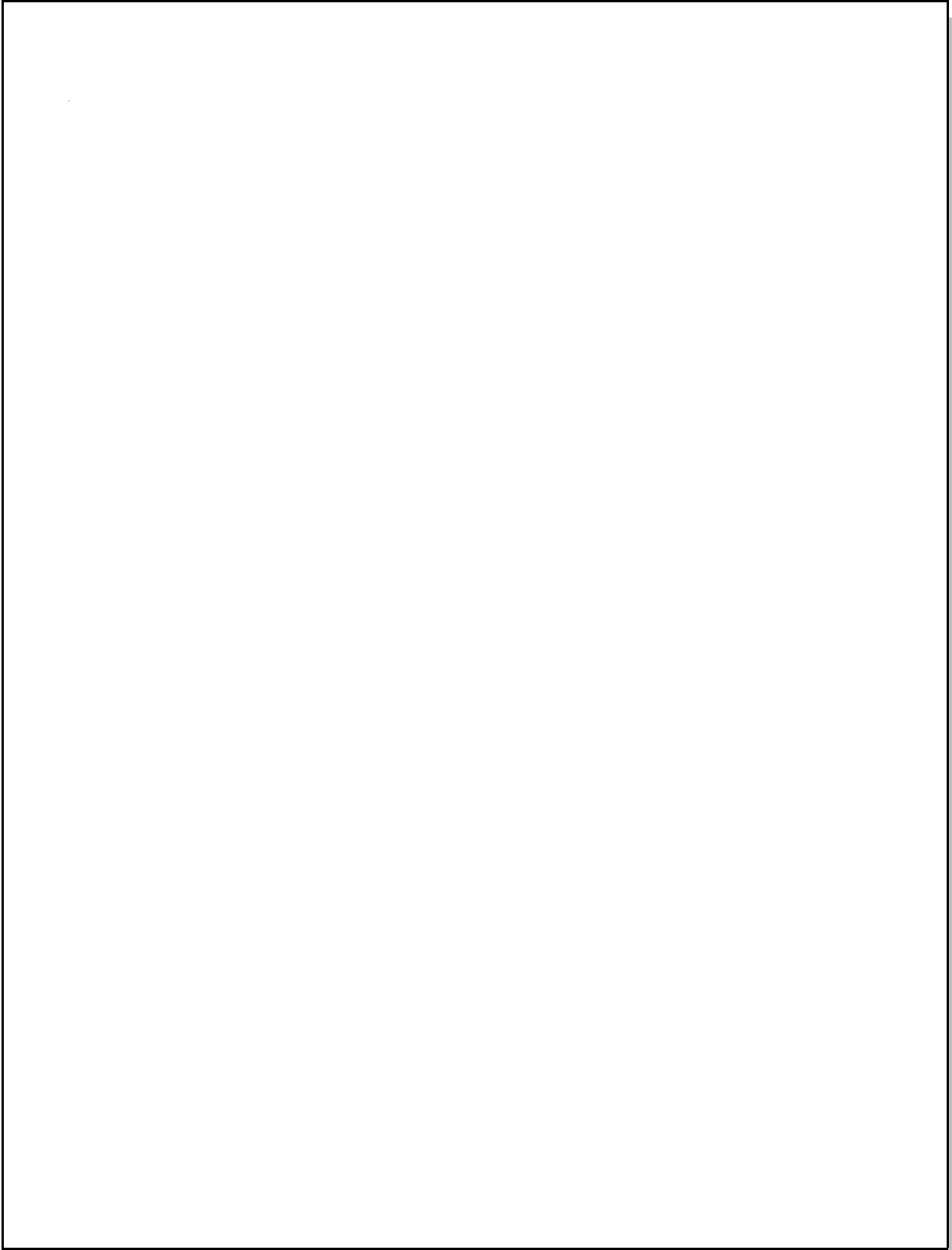
8 MR. AGATHEN: Judge, that's all I have
9 except for questions regarding material that's been
10 marked confidential.

11 JUDGE BUSHMANN: We will go in-camera.
12 I'd ask the folks in the back to please step out.

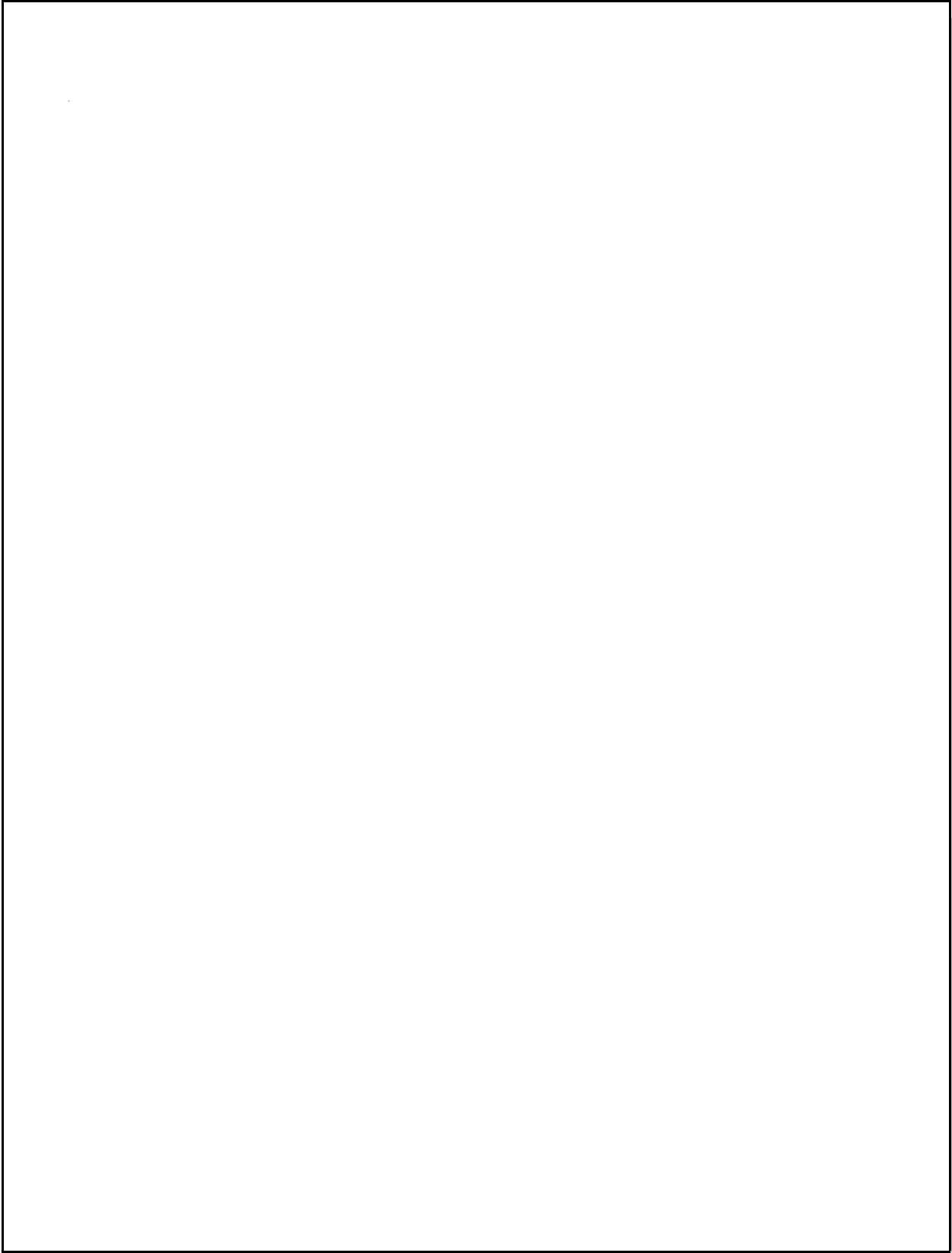
13 (WHEREUPON, an in-camera session was
14 held, contained in Volume 23, pages 2050 to 2064.)

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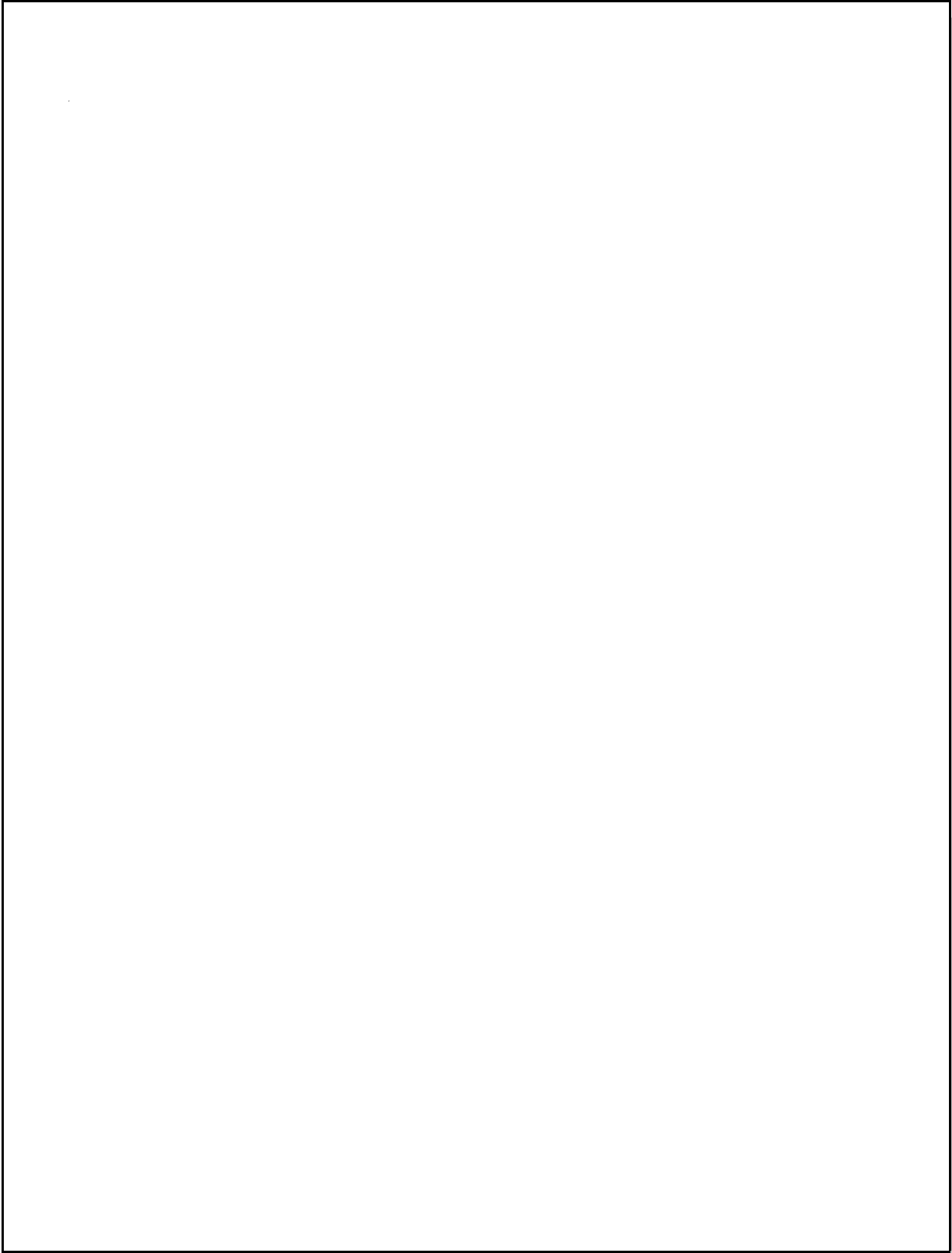
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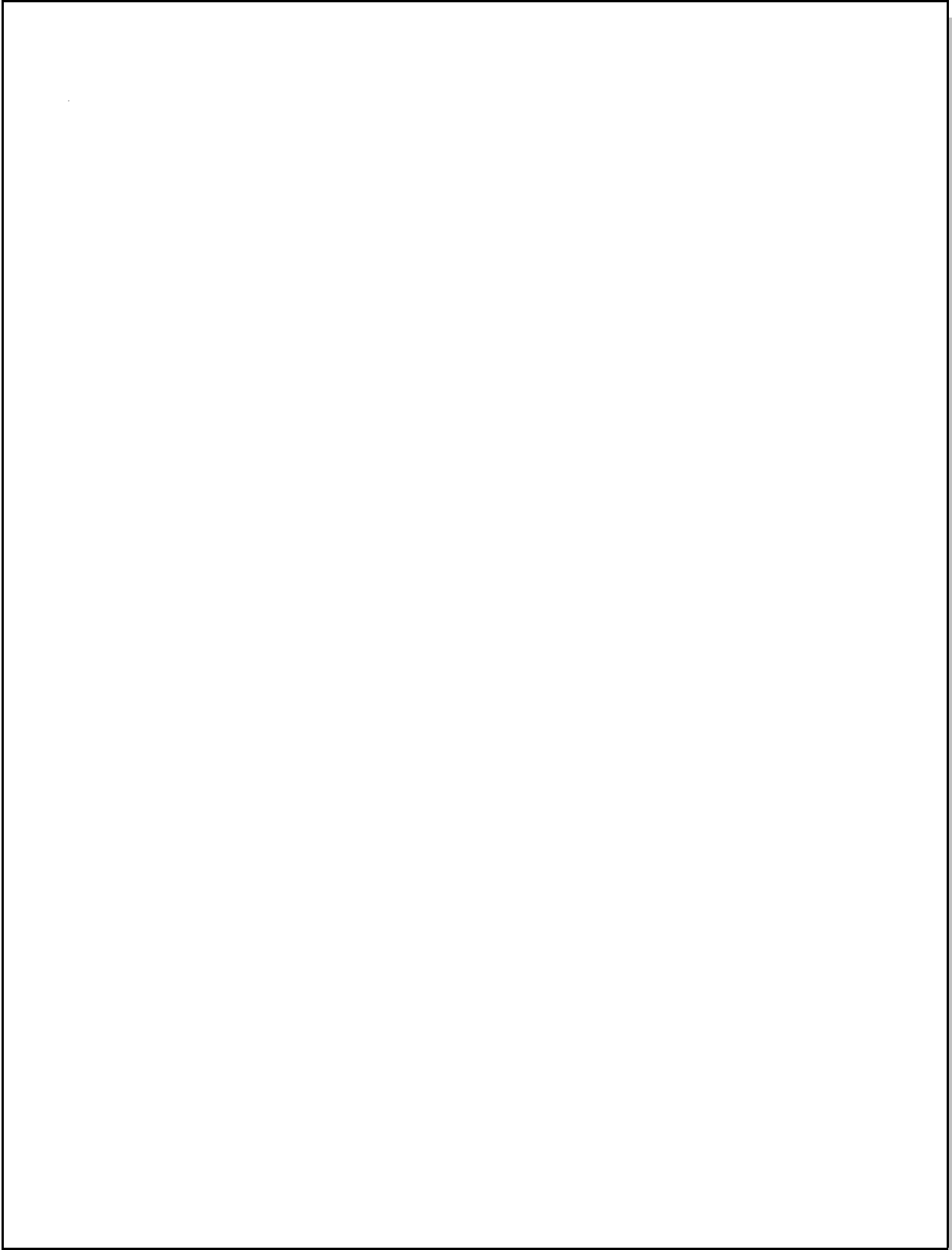
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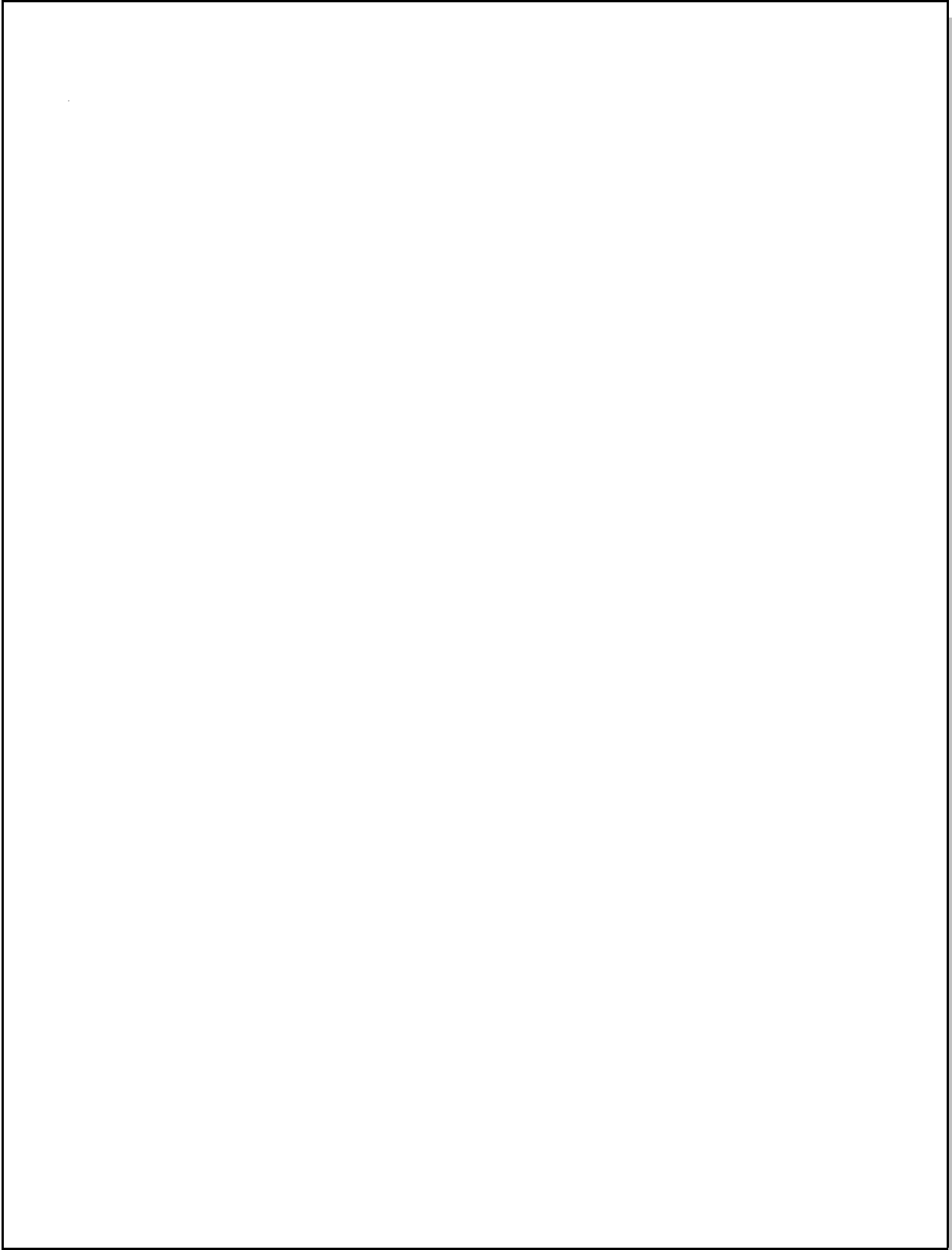
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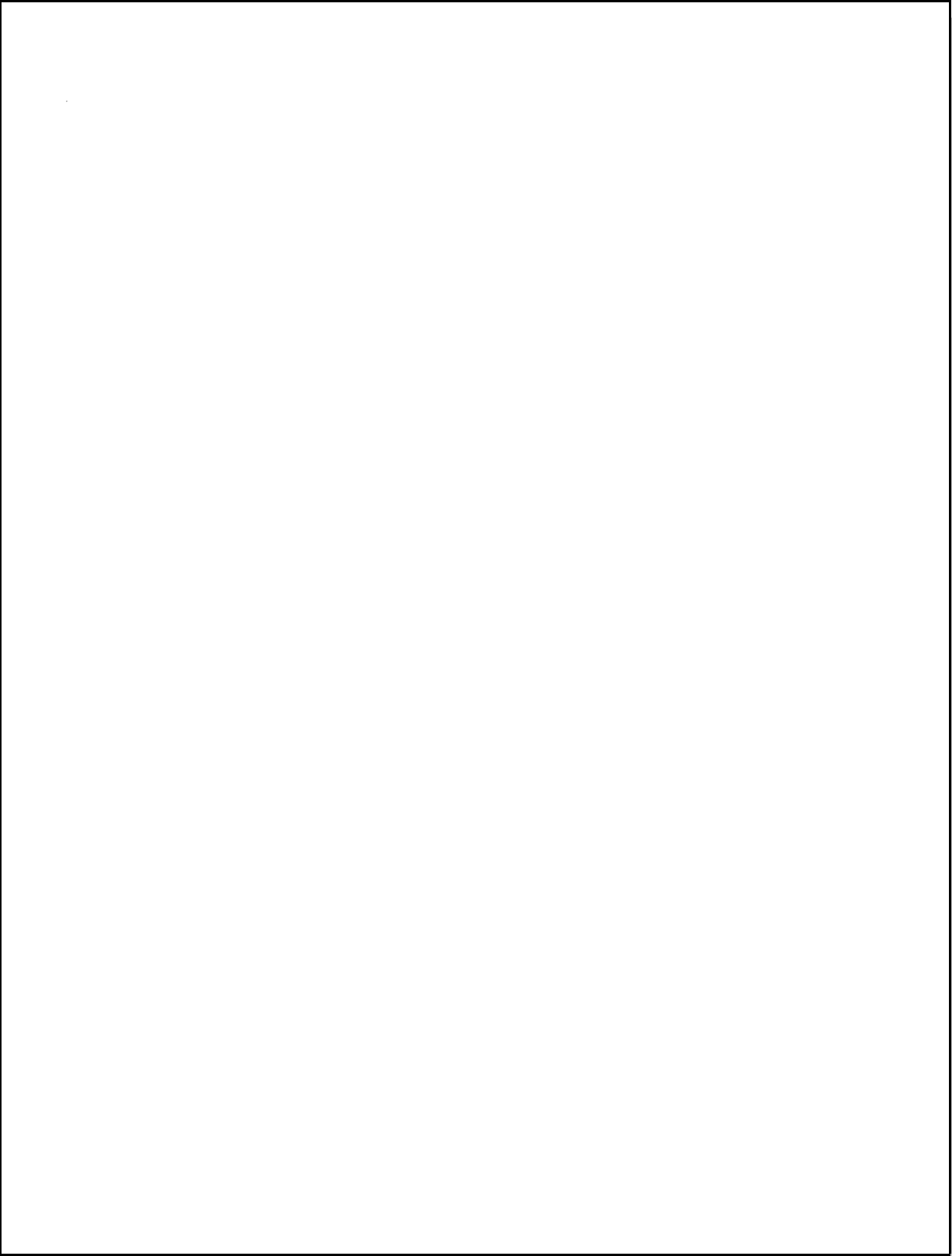
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1 JUDGE BUSHMANN: Back in open session.
2 Are there any questions from the Commissioners?

3 COMMISSIONER KENNEY: I have a couple.

4 JUDGE BUSHMANN: Commissioner Kenney.

5 COMMISSIONER KENNEY: Thank you.

6 QUESTIONS BY COMMISSIONER KENNEY:

7 Q. Thank you, Mr. Zadw-- Zadlo. How are
8 you?

9 A. Fine, Commissioner. How are you doing?

10 Q. I'm doing great. Thank you. Going to be
11 very brief, just a couple questions.

12 On your Supplemental Surrebuttal, page 3,
13 dealing with the financial information provided to
14 staff, it says that you provided Staff, confidential
15 basis, your 2017 audited consolidated balance sheet,
16 income statement, cash flow statement, as well as your
17 third quarter 2018 quarterly income statement, and
18 then some auditor's reports for 2017 and '16.
19 Correct?

20 A. Yes, sir.

21 Q. And then on the next page, lines 1
22 through 8, you made a comment that as demonstrated by
23 those fro-- those financials, that Invenergy
24 Investment has more than sufficient cash and cash
25 equivalents available to fund the company's project

1 development efforts, which will be allocated as the
2 project needs arise. Furthermore, Invenergy expects
3 to engage a lender or group of lenders to provide a
4 construction loan for the project. The construction
5 loan and equity capital provided by Invenergy
6 Investment, potential other investors is expected to
7 be sufficient.

8 When Mrs. Hoffman was up here before you,
9 she mentioned that -- an amount I look at as a
10 guesstimate because it was pretty wide range.

11 A. Right.

12 Q. Fifty million to a hundred million to
13 complete the project. Can you tighten that up a
14 little bit? Or do you -- what would you -- what do
15 you think is the estimate to complete the project? By
16 completion I mean up and running.

17 A. Oh, up and running.

18 Q. Well, I mean complete the project.

19 A. Oh, it's 2.3 billion at least.

20 Q. 2.3 billion. What was her 50 to 100
21 million?

22 A. So that -- that's probably -- what she
23 was quoting is development activities that we would be
24 out of pocket before we could get financing lined up.

25 Q. So before you can get financing. And is

1 **that, on page 4, those first few lines, when you said**
2 **you have sufficient cash and cash equivalents**
3 **available as the needs arise, is that what you were**
4 **talking about?**

5 A. Yes, sir. Yes, sir.

6 **Q. Okay. Prior to the actual beginning of**
7 **the development getting -- that you have enough cash**
8 **to get to where you need to get?**

9 A. Correct. So -- so --

10 **Q. Keep the project afloat?**

11 A. Abs-- yes. So the project life cycle is
12 typically the first phase, the developers take all
13 that risk. Right?

14 **Q. Correct.**

15 A. You have to get all the permits and
16 software before you get financing.

17 **Q. I understand that --**

18 A. Right.

19 **Q. -- on a smaller scale.**

20 A. Yeah. So what we project in this case is
21 we're going to have to be out of pocket somewhere in
22 the range of 50 to 80 -- excuse me, 50 to 100 million
23 dollars before we can approach the institutional
24 investors to invest into the project itself.

25 **Q. That's your -- that's your -- your out of**

1 **pocket to get the project to a marketable point?**

2 A. Correct.

3 Q. Okay. Just one more question, I think.

4 On -- going back to page 3, you know one of our -- as
5 you're -- I'm sure you're aware our five Tartan
6 factors?

7 A. That's correct.

8 Q. And one is the financial ability to
9 provide service. And I noticed on page 13 of your
10 counsel's handout had a excellent description of the
11 value of your company and the projects it's involved
12 in. And I realize you're a private company and with
13 competition, you don't like to share any private
14 information. Now, as a Commissioner, I base my
15 decision on those Tartan factors.

16 A. Absolutely.

17 Q. Does the company have an issue sharing
18 those financial statements that you did with Staff,
19 sharing those with the Commission?

20 A. No. We -- we -- we've shared them with
21 Staff and we've shared them with the Commission and
22 we're willing to share them with the Commission at
23 the -- under the same rules. So -- so --

24 Q. Well, those are different rules. I mean,
25 because for me, I'd have to see them in a -- in a --

1 in -- put them under confidential, offered in this
2 case.

3 A. Right.

4 Q. Is that an issue?

5 A. So --

6 Q. And I'm fine if your attorney wants to
7 answer that.

8 MR. ZOBRI ST: Well, I was just going to
9 say, Commissioner Kenney, we've provided under greater
10 protection, the old highly confidential --

11 COMMISSIONER KENNEY: Right, right.

12 MR. ZOBRI ST: -- the unredacted versions
13 of certain agreements. And I --

14 COMMISSIONER KENNEY: Well, I'm talking
15 about income statements, the stuff that was -- that
16 Staff had to view onsite.

17 MR. ZOBRI ST: Well, my understanding is
18 the stipulation that Mr. Schulte read into the record
19 was based upon these heightened degrees of
20 confidentiality. So it wouldn't be filed in EFIS, but
21 it would be made available to Staff and to --

22 COMMISSIONER KENNEY: So it's made
23 available for me to see.

24 MR. ZOBRI ST: Well, I think that's right.
25 We make it available to Staff, we're going to make it

1 available to the Commissioners.

2 COMMISSIONER KENNEY: That -- was that
3 the two -- was that the two he brought up earlier? I
4 know one was just the -- I thought one --

5 THE WITNESS: No.

6 COMMISSIONER KENNEY: -- one was just the
7 confidential -- the contract.

8 MR. SCHULTE: Right. The -- the KZ-3 and
9 KZ-4, those are schedules and those are the
10 agreements.

11 COMMISSIONER KENNEY: Right. I'm not
12 interested in that right now.

13 MR. SCHULTE: Right. The -- the -- the
14 financial statements have been provided to Staff and
15 to Mr. Agathen --

16 COMMISSIONER KENNEY: I realize that.

17 MR. SCHULTE: -- marked as highly
18 confidential. So they're not filed in the electronic
19 filing system. My understanding is anyone with a
20 password can get access to confidential information on
21 the electronic filing system.

22 COMMISSIONER KENNEY: Judge, can I get
23 access to that?

24 JUDGE BUSHMANN: You can ask them to give
25 it to you.

1 COMMISSIONER KENNEY: I would like access
2 to that. It's just the five Commissioners. Just --

3 MR. SCHULTE: Certainly.

4 COMMISSIONER KENNEY: I mean, it's -- for
5 me, it's not a big issue, but it's an issue that --
6 part of those five Titan fact-- or Tartan factors.

7 MR. SCHULTE: We certainly don't have any
8 issue with the Commissioners seeing the financials.

9 COMMISSIONER KENNEY: And I -- and I --
10 believe me, I understand the desire to keep things
11 private and I don't want to intrude upon that. I
12 just -- for the Tartan factors, that's my only
13 question.

14 THE WITNESS: No --

15 COMMISSIONER KENNEY: I have no more
16 questions and thank you very much.

17 THE WITNESS: Okay.

18 JUDGE BUSHMANN: Recross based on
19 Commission questions. MJMEUC.

20 MR. HEALY: No questions.

21 JUDGE BUSHMANN: Public Counsel.

22 MR. POSTON: No questions.

23 JUDGE BUSHMANN: Commission Staff.

24 MR. THOMPSON: No questions. Thank you,
25 Judge.

1 JUDGE BUSHMANN: Missouri Landowners.

2 MR. AGATHEN: Thank you, judge. Just a
3 few based on questions from Commissioner Kenney.

4 RECROSS-EXAMINATION BY MR. AGATHEN:

5 Q. This is probably just a matter of
6 definitions, but what work are you talking about that
7 would cost between 50 to 100 million dollars? From
8 what starting point to what ending point is probably,
9 in my mind, the best way to figure that.

10 A. So in my mind, where's the 50 to 100
11 million dollars being spent? It's finalizing the
12 permitting --

13 Q. I mean when does that start and when does
14 it end in the continuum of moving toward construction?

15 A. So it's -- that spend is occurring right
16 now.

17 Q. Right.

18 A. Right. It starts as a trickle --

19 Q. So does it start today or --

20 A. It started November -- whenever we
21 purchased it.

22 Q. Okay.

23 A. Okay. So it -- it goes towards all the
24 regulatory -- securing all the regulatory permitting,
25 paying for our fine counsel who's representing us

1 today. And then it keeps going through -- you know,
2 once we get the regulatory approvals, then it's
3 securing contracts, it's the sales and marketing
4 efforts of this line, it's running the open seasons
5 and then it's securing the easements for -- for the
6 line.

7 **Q. And when does it stop? What is the**
8 **terminal point where that work you're talking about**
9 **that will cost 50 to 100 million, when --**

10 A. So -- so it stops when the lenders get
11 comfortable that we have demonstrated enough that
12 they're -- that they're comfortable providing capital
13 towards the project.

14 **Q. Okay. At the point where you can**
15 **reasonably expect to get construction loans?**

16 A. Correct.

17 **Q. Okay. Now, there was another figure we**
18 **talked about, and I believe you said 2 million dollars**
19 **would be the cost of the development phase under your**
20 **management contract.**

21 A. The DMA, correct. Uh-huh.

22 **Q. Was the 2 million dollar figure roughly**
23 **what you said?**

24 A. I said about -- well, it's -- it's
25 difficult because we don't know --

1 **Q. I know.**

2 A. -- how long this proceeding is going to
3 take --

4 **Q. I understand.**

5 A. -- and how long the Kansas proceeding.
6 It could be anywhere from a half a million to two
7 million dollars depending on -- depending on how the
8 proceedings go.

9 **Q. Okay. Now, that work also started when**
10 **you signed the contract. Right?**

11 A. That's correct.

12 **Q. Now, when does that work terminate? I'm**
13 **trying to get a feel for why the one figure you're**
14 **giving us is 50 to 100 million and the other is**
15 **2 million.**

16 A. So -- so 2 million is probably the -- the
17 activities that we're talking about over the next nine
18 months. Okay?

19 **Q. Okay. When does that terminate?**

20 A. That terminates when we secure Missouri
21 Commission approval and Kansas approval.

22 **Q. Okay. So once those are approvals, then**
23 **all the rest of the work you need to do is not**
24 **included in that 2 million?**

25 A. That's correct.

1 **Q. Okay. Thank you.**

2 JUDGE BUSHMANN: Redi rect by Grain Bel t.

3 MR. SCHULTE: Thank you, Judge.

4 REDIRECT EXAMINATION BY MR. SCHULTE:

5 **Q. Back to the beginning when you took the**
6 **stand, you went over the conditions that Invenergy**
7 **agrees to comply with with Staff counsel. And one of**
8 **those is that all of the conditions will be complied**
9 **with prior to obtaining involuntary easements for**
10 **commencing construction.**

11 For clarity, some of the conditions such
12 as, you know, the clean-up requirements after
13 construction, the ongoing maintenance of the line
14 after it's in operation, those clearly couldn't be
15 complied with prior to beginning construction; is that
16 right?

17 A. That's correct.

18 **Q. So is your understanding of the agreement**
19 **or that condition with Staff, that all conditions that**
20 **are possible to be complied with at the time will be**
21 **complied with?**

22 A. Correct. So I'm -- when I heard
23 conditions, I'm thinking about the pre-construction
24 and construction activities. Obviously the
25 post-construction activities could not be met before

1 we embarked on the project.

2 **Q. Thank you. Are -- going back to**
3 **questions that Mr. Agathen was asking about, the**
4 **payments under the MIPA, are success payments common**
5 **for energy projects that are purchased from an entity**
6 **that already has done some development work?**

7 A. Absolutely. It's a very common structure
8 in the industry.

9 **Q. And finally, you discussed that the focus**
10 **right now is on obtaining regulatory approval from the**
11 **Kansas and Missouri commissions. In the meantime, if**
12 **there are time-sensitive issues such as options that**
13 **have to be exercised or expiring leases that need to**
14 **be acted upon, that would also fall under the umbrella**
15 **of activity that Invenergy is responsible for?**

16 A. Absolutely. So if there's anything
17 expiring or anything that requires attention, we
18 would -- we would work on that as well.

19 **Q. Thank you. I have no further questions.**

20 JUDGE BUSHMANN: Thank you for your
21 testimo-- testimony, Mr. Zadlo. You are excused.

22 THE WITNESS: Thank you.

23 JUDGE BUSHMANN: Unless there's anything
24 from the parties, I think we'll end for the day.
25 We'll be in recess until 9:30 tomorrow morning.

1 (WHEREUPON, the hearing was adjourned
2 until December 19, 2018 at 9:30 a.m.)
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CERTIFICATE OF REPORTER

I, Tracy Thorpe Taylor, CCR No. 939, within the State of Missouri, do hereby certify that the testimony appearing in the foregoing matter was duly sworn by me; that the testimony of said witnesses was taken by me to the best of my ability and thereafter reduced to typewriting under my direction; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this matter was taken, and further, that I am not a relative or employee of any attorney or counsel employed by the parties thereto, nor financially or otherwise interested in the outcome of the action.

Tracy T. Taylor

Tracy Thorpe Taylor, CCR



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