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STATE OF MISSOURI  
PUBLIC SERVICE COMMISSION

TRANSCRIPT OF PROCEEDINGS

Hearing

April 16, 2013  
Jefferson City, Missouri  
Volume 2

In the Matter of the Application )  
of Transource Missouri, LLC, for a )  
Certificate of Convenience and )  
Necessity authorizing it to Construct,)Case No. EA-2013-0098  
Finance, Own, Operate and Maintain )  
the Iatan-Nashua and Sibley-Nebraska )  
City Electric Transmission Projects )

JUDGE DANIEL JORDAN, Presiding  
REGULATORY LAW JUDGE

COMMISSIONERS PRESENT:

Chairman Robert Kenney  
Commissioner Jarrett  
Commissioner wm. Kenney, via Telephone  
Commissioner Stoll

REPORTED BY: Monnie S. Mealy, CCR, CSR, RPR  
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3432 W. Truman Boulevard, Suite 207  
Jefferson City, MO 65109  
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A P P E A R A N C E S

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1 P R O C E E D I N G S

2 JUDGE JORDAN: So we will go on the  
3 record. The Commission is calling the -- the  
4 Commission is calling the actions in File  
5 No. EA-2013-0098.

6 That is in the matter of the  
7 application of Transource Missouri, LLC, for a  
8 Certificate of Convenience and Necessity  
9 authorizing it to construct, finance, own, operate  
10 and maintain the Iatan-Nashua and Sibley Nebraska  
11 City electric transmission projects.

12 Consolidated into this file is the  
13 action in former File No. EO-2012-0367, which is in  
14 the matter of the application of Kansas City Power  
15 & Light Company and KCP&L Greater Missouri  
16 Operations Company -- excuse me a moment. Okay.  
17 Regarding arrangements for approval to transfer  
18 certain transmission property to Transource  
19 Missouri, LLC, and for other related  
20 determinations.

21 I'm Daniel Jordan, I'm the Regulatory  
22 Law Judge assigned to this action. With me on the  
23 Bench are Commissioners Jarrett and Stoll. Also  
24 observing remotely are Chairman Kenney, and on the  
25 phone line with us is Commissioner William Kenney.

1           We are here to listen to argument and  
2 perhaps to hear evidence regarding the pending  
3 applications in these actions and to discuss the  
4 Stipulation and Agreement that was filed in this  
5 action last Friday.

6           To clarify, File No. EA-2013-0098 is  
7 Transource, Missouri's application for a  
8 Certificate of Need on two transmission projects.  
9 Those projects are also the subject of applications  
10 for transfers of assets.

11           If I understand the Sibley Nebraska  
12 City application, the -- there's only one asset  
13 really at issue right now, and that is the Notice  
14 to Construct, that there are more assets involved  
15 with the Iatan-Nashua line.

16           And if I have garbled any of that, I  
17 hope the parties will correct me as I go along.

18           MR. ZOBRIST: Judge, I would like the  
19 correction, at least from the standpoint of the  
20 Applicants.

21           The issue as to the status of the  
22 Notification to Construct has been an issue among  
23 the parties. And at least from the Applicant's  
24 standpoint, the Application to Transfer only  
25 relates to assets related to the Iatan-Nashua line,

1 not to the Sibley Nebraska City line.

2 JUDGE JORDAN: And that's based on  
3 the argument that the Notice to Construct is not  
4 really an asset as the regulations -- as the  
5 statutes contemplate, nor as the regulation  
6 contemplates; is that correct?

7 MR. ZOBRIST: Well, that's correct.  
8 But there is nothing in the application with regard  
9 to Sibley Nebraska City. This is a point that  
10 other parties have raised. So I just want to  
11 indicate that there is nothing in the transfer  
12 application except as relates to the Iatan-Nashua  
13 line.

14 JUDGE JORDAN: Okay. Then next I  
15 will take entries of appearance. And we will start  
16 with the Applicants.

17 MR. ZOBRIST: Judge, Karl Zobrist and  
18 Lisa Gilbreath. The new name of our firm is  
19 Denton's US, LLC, as a result of some things that  
20 are almost beyond my knowledge.

21 And with us is Larry W. Brewer,  
22 Assistant General Counsel of American Electric  
23 Power Company from Austin, Texas, and Roger W.  
24 Steiner, Corporate Counsel for Kansas City Power &  
25 Light Company. And we have submitted our entries

1 of appearance with our respective addresses.

2 JUDGE JORDAN: Thank you. And for  
3 Staff?

4 MR. DOTTHEIM: For Staff, Steven  
5 Dottheim, Post Office Box 360, Jefferson City,  
6 Missouri, 65102.

7 JUDGE JORDAN: Thank you. And for  
8 the Office of the Public Counsel?

9 MR. MILLS: On behalf of the Office of the  
10 Public Counsel and the public, my name is Lewis  
11 Mills. My address is Post Office Box 2230,  
12 Jefferson City, Missouri, 65102.

13 JUDGE JORDAN: And for Intervenor  
14 MIEC? I'm not hearing anything from the  
15 Intervenor.

16 I will move on to the resolution of  
17 preliminary and pending matters just as to the  
18 issue that Mr. Zobrist raised. Would you like to  
19 speak to that, Counsel?

20 MR. ZOBRIST: Yes, Judge. We made  
21 further inquiry in response to the Order that was  
22 issued by you on April 12th, 2013.

23 And in the response that we made on  
24 that date, we advised that the City of Kansas City,  
25 Missouri, did have corporate property, I guess is

1 the right term of the municipality in Jackson and  
2 Cass Counties.

3 They're not affected except by virtue  
4 of the statute because the Iatan-Nashua line is  
5 only in Clay County and Platte County where the  
6 City of Kansas City exists.

7 However, we made further inquiry this  
8 morning with regard to the water districts, and we  
9 have been able to confirm that there is a water  
10 district, is Platte County Water District No. 9,  
11 which is mainly in Platte County but also serves a  
12 portion of Buchanan County. And that is the only  
13 other political subdivision we have been able to  
14 identify.

15 The knowledgeable individuals at  
16 Kansas City Power & Light Company made that inquiry  
17 and did not find any with regard to Clay County.  
18 So it's just Platte County Water District No. 9,  
19 which serves areas of both Platte and Buchanan  
20 Counties.

21 JUDGE JORDAN: Okay. Thank you for  
22 that clarification. I think that Applicants have  
23 made a response to the or requesting that list, and  
24 the -- that Order gave the applicants until Friday  
25 to -- to answer.

1                   And so I will just go ahead and leave  
2     it open in case there -- in case research comes up  
3     with any further since you do have that filing time  
4     granted to you.

5                   MR. ZOBRIST: Judge, would you like  
6     us to make a filing with regard to the Water  
7     District No. 9 from Platte County?

8                   JUDGE JORDAN: Yes. And any others  
9     that turn up as well.

10                  MR. ZOBRIST: Okay. Thank you.

11                  JUDGE JORDAN: Thank you. Now, as to  
12     the sequence of what we're going to do today, I  
13     thought we might simply follow what was set forth  
14     when we thought we were going to have a  
15     conventional evidentiary hearing on the merits of  
16     these applications, which would be for Applicants,  
17     followed by Staff, followed by the Office Public  
18     Counsel, followed by MIEC, who is not present.

19                  Does anyone have any -- any other  
20     ideas as to that, or shall we just do that? I'm  
21     seeing nods, nods of affirmation. So I guess  
22     that's the way we will take these things.

23                  I want to mention one thing, and that  
24     is as to any inquiries that I may have, certainly,  
25     anyone may respond in their turn. And I hope they

1 will do so. Feel free to take that initiative  
2 without me repeating the same series of questions  
3 to everyone. Okay?

4 All right, then. Anything else  
5 before we begin with our -- our openings? I'm not  
6 seeing anything. We'll begin with the Applicants.

7 MR. ZOBRIST: I'm going to test this,  
8 Judge, just to see if it works.

9 JUDGE JORDAN: Please do. Okay.

10 MR. ZOBRIST: All right. All right.  
11 Lisa, do you remember why we --

12 JUDGE JORDAN: Take your time. I  
13 have -- I have some technical issues, also.

14 Mr. ZOBRIST: I'm just trying to get  
15 rid of that and figure out how to move it forward.  
16 Let me --

17 MS. GILBREATH: I don't know how that  
18 works. I can sit up here and just click through.

19 MR. ZOBRIST: All right. In the old  
20 days, this used to -- oh, there we go. All right.  
21 I've got it.

22 OPENING STATEMENT

23 BY MR. ZOBRIST:

24 MR. ZOBRIST: All right. May it  
25 please the Commission. Karl Zobrist on behalf of

1 Kansas City Power & Light Company, KCP&L Greater  
2 Missouri Operations Company, which was acquired as  
3 Aquila by Great Plains Energy back in 2008 and  
4 Transource, Missouri, LLC.

5 I'd like to give the Commission a  
6 fair degree of background just because this is a  
7 novel proposal. And so much of what I say is the  
8 -- is from the perspective of the Applicants, but  
9 it is not designed to reiterate the -- the  
10 differing opinions that we've had with the other  
11 parties because we've come to -- to almost a  
12 unanimous Stipulation and Agreement.

13 We have one party, MIEC, that has not  
14 signed but does not object. I think this would be  
15 helpful for you to understand why KCP&L and GMO, as  
16 we call it, has come to this new plan with the  
17 subsidiary of American Electric Power, which we  
18 think is both in the public interest and really  
19 beneficial to the State of Missouri.

20 The goal of applications when they  
21 were first filed was to achieve the construction  
22 and operation of two high voltage projects in a  
23 timely an efficient manner and at -- at what we  
24 believe will be the best opportunity for least  
25 cost.

1           The two projects are the Iatan-Nashua  
2 project, which is a 30-mile project in Clay County  
3 and Platte County, Missouri, and the more extensive  
4 Sibley Nebraska City line, which is a much larger  
5 project, runs for a 175 miles.

6           And GMO's share of that project is  
7 \$380 million. The rest of it paid by Omaha Public  
8 Power District, and I'll describe these in greater  
9 detail.

10           These projects have already been  
11 approved by Southwest Power Pool. They were in two  
12 different portfolios of projects that have been  
13 approved by SPP, and we're really looking for your  
14 approval to advance this.

15           The historical predicate, in my view,  
16 to the Interstate transmission grid is, of course,  
17 the Interstate highway grid. And when we were  
18 working on these cases last summer, I went to the  
19 book store, and I found this great book called Big  
20 Roads. And I really recommend it for your  
21 reading, if nothing else, to see how the Interstate  
22 highway system of the United States began.

23           As I was going through the -- the  
24 book, it was very clear that, in the old days,  
25 State highways were the responsibility of the

1 States, and there were no national highways.

2 There were a few roads and turnpikes  
3 that came across the Appalachians in the old days  
4 and some that came up from the south and some that  
5 were in New York, but they were isolated segments.

6 And around page 61, I came across  
7 this great quote by Thomas H. MacDonald, who had  
8 been the State Highway Engineer for Iowa. And he  
9 was appointed Commissioner of the Bureau of Public  
10 Roads, which today is the Federal Highway  
11 Transportation System, and is widely considered to  
12 be the father of the U.S. Interstate Highway  
13 System.

14 He served there, as you can see, at  
15 the close of World War I for almost 30, 40 years  
16 until 1953. And when he was trying to get other  
17 states to cooperate with him as a new Federal  
18 official, he wrote to a Highway Engineer in logical  
19 Alabama saying, The Nation's highways have reached  
20 far beyond the possibilities of any one  
21 organization, and the cooperation and combined  
22 efforts of the States and the Federal Government  
23 will produce the results which are demanded.

24 We believe that the platform we're  
25 offering to the Commission through this Stipulation

1 and Agreement is one that meets that test.

2 Now, the details in the Iatan-Nashua  
3 project, it was currently dedicated at almost \$65  
4 million. It is one of seven balanced portfolios  
5 that are part of a regional transmission portfolio  
6 project that were approved by SPP in 2000.

7 And the report that was issued by SPP  
8 back in 2009 indicated that it will reduce  
9 congestion on the SPP system and lower generation  
10 production costs in the region.

11 And it will be paid for under a  
12 regional cost allocation system applied to all SPP  
13 members based upon their load ratio share. And for  
14 Kansas City Power & Light Company, that means  
15 4 percent in Missouri and 4 percent in Kansas. And  
16 for GMO, it's 4 percent, which is exclusively in  
17 Missouri.

18 Iatan-Nashua is a 30-mile line. It  
19 runs from the Iatan substation at the Iatan  
20 generating station, which is on the Missouri River  
21 in far western Platte County, just across the river  
22 from Kansas through Platte County to the east into  
23 Clay County and then south a little bit to what is  
24 called the Nashua substation.

25 This is entirely within GMO's service

1 territory, although the substations are owned by  
2 KCP&L.

3 The Iatan-Nashua line will relieve  
4 one of the most congestive parts of the SPP system  
5 as reported in the balance portfolio report.

6 This is a description of where the  
7 line is. The line starts on the left. That's  
8 where Iatan is, and it goes north in that line that  
9 goes actually all the way up to Buchanan County and  
10 sort of St. Joseph.

11 But then the Iatan-Nashua project  
12 cuts east, and it's that middle segment which is a  
13 green field segment. That does not exist at the  
14 present time. It goes over to the Ia -- to the  
15 Nashua line, and then it goes south.

16 The line that it hits goes down to --  
17 let's see if I can get the -- this -- this is where  
18 the Nashua substation is. This is where the Iatan  
19 substation is. This line currently goes up to  
20 St. Joseph. The purple line here, according to the  
21 plan, will be essentially capped off here and will  
22 be a dead end. But this is the Iatan-Nashua  
23 project that will be built.

24 Let me -- let me just go back to  
25 that. There are certain details that are described

1 in the testimony in terms of how the line will  
2 work. There is actually an existing line that goes  
3 here and a new -- another 345 KV line will be built  
4 by Transource. Transource will then build the line  
5 over to this point in Clay County, and then it will  
6 replace a 161 kilovolt GMO line with a new 345 high  
7 voltage line.

8           The Sibley Nebraska City project was  
9 one of six priority projects approved by SPP in  
10 2010. It will also reduce transmission congestion  
11 and lower generation production costs in SPP, and  
12 it will facilitate the addition of renewable and  
13 non-renewable generation, particularly in that part  
14 in Missouri to the extent there are regional --  
15 regional generating resources in Kansas and  
16 Nebraska. This will also be regionally paid for by  
17 SPP members based on their load ratio share.

18           Sibley Nebraska City is, as I said, a  
19 lot longer. It goes all the way up to Nebraska  
20 City, Nebraska, where OPPD will make arrangements  
21 for that interconnection.

22           There will also be a new intermediate  
23 345 KV substation near Maryville. As I said,  
24 Transource will build the Missouri portion with a  
25 link, then, with OPPD at the Missouri River.

1                   We do not have a final route yet for  
2   Sibley, Nebraska City, but it is in process. The  
3   final route is expected to be named this summer,  
4   summer of 2013. Public meetings and open houses  
5   have been held in northwest Missouri this year and  
6   in the fall and winter of 2012 to address a variety  
7   of issues, property, environmental and wildlife  
8   issues.

9                   The environmental permits should be  
10  completed by the winter of 2014. Construction is  
11  to begin in the summer of 2015 with in-service two  
12  years later.

13                  Here are quotes from that SPP report  
14  on Sibley Nebraska City, that it will provide  
15  specific benefits to the Kansas City area. And in  
16  the map, you'll see at page 24 it actually depicts  
17  Kansas City, Independence, Kansas City, Kansas,  
18  indicating that it will improve congestion allowing  
19  these cities, including specifically Missouri  
20  cities, to be served more efficiently.

21                  It should enhance the interface  
22  between SPP western and eastern transmission  
23  systems and be incremental to the substantial  
24  progress that SPP members have already made in  
25  expanding both reliability and economic projects.

1                   And this is the general -- I think  
2 the term is the study area. And Sibley is right  
3 down here, the Sibley plant, so the line will  
4 probably come up here. You know, again, this is  
5 just my version of where we think the line is  
6 expected to be.

7                   But, again, that -- that final  
8 process is ongoing right now, and it can be  
9 addressed by one of the witnesses we brought here  
10 today, Mr. Brent Davis, who is the Project Manager.

11                   These projects proceed through a  
12 process known as Notifications to Construct. We  
13 refer to them as NTCs in our testimony here, and  
14 we'll talk about them here today as at NTCs.

15                   NTCs are directives by SPP to build  
16 these regional transmission projects, one issued in  
17 2009 to KCP&L from SPP. And since the most of the  
18 territory of the line would be in GMO -- in the GMO  
19 service territory, it was re-issued to both KCP&L  
20 and GMO in 2012. The Sibley Nebraska City NTC,  
21 which SPP issued to it in 2010, has also been  
22 accepted.

23                   These are, essentially, the green  
24 lights that tell the recipient it's all right for  
25 you to begin to plan these projects.

1           Now, it is the proposal of the  
2 Applicants that the two Missouri utilities would  
3 terminate and release these obligations to SPP and  
4 request that SPP go through a process known as  
5 novation to Transource, Missouri.

6           The novation process has been used by  
7 other utilities, not in Missouri, but in other  
8 utilities in Kansas and Oklahoma. If this is  
9 carried out, Transource Missouri would become the  
10 designated transmission owner with SPP's permission  
11 under an attachment to the SPP tariff to proceed.

12           That's the status that GMO and KCP&L  
13 have right now. This process would then be --  
14 through the novation would be through SPP, and an  
15 NTC letter would be issued to Transource Missouri.

16           The novation agreement, once it is  
17 satisfactory to the parties and to SPP is then  
18 submitted to the Federal Energy Regulatory  
19 Commission, and it typically now accepts those for  
20 filings. It -- it used to actually issue an  
21 affirmative approval, but now it's more like a  
22 tariff filing.

23           Now, the -- the transfer case -- the  
24 purpose of the transfer case is to move to  
25 Transource Missouri those GMO lines and property

1 that are related to the Iatan-Nashua project. And  
2 those specifically are the east segment line and  
3 land, and that's the one that comes up from Nashua  
4 in Clay County.

5 The west segment structures, which  
6 will have GMO retaining its 345 KV line, but the  
7 rights-of-way will permit once Transource Missouri  
8 has its CCN to take over there interest in that  
9 area.

10 And then the middle segment, which is  
11 between the two east and west segments and whatever  
12 GMO holds of that line, and I don't think it holds  
13 very much at this point, that would be transferred  
14 to Transource Missouri.

15 And as I was advising the Judge when  
16 we had our initial discussions, there are no  
17 existing land rights or associated rights to the  
18 Sibley Nebraska City project at this time.

19 Now, in the transfer case, we have  
20 asked for a waiver of the affiliate transaction  
21 rule. This is our request. We have resolved these  
22 issues pursuant to the Stipulation, and I'll go  
23 through some of the -- what I view as the important  
24 points that -- its fairly complicated, but I -- I  
25 think we can do a good job of -- of working the

1 Commission through the -- the compromise that we  
2 came to in the stipulation.

3           The second bulletpoint, the  
4 Notifications To Construct, were issued by an issue  
5 to GMO by SPP. And our position was that there was  
6 no need for the Commission to address that. Again,  
7 that was a contested issue, and we have resolved  
8 that in certain language and certain other aspects  
9 in the Stipulation.

10           In the CCN case, Transource Missouri  
11 requested a Certificate to construct, finance, own  
12 and maintain both of these regional transmission  
13 projects. And the Stipulation permits that to  
14 occur on a conditional basis that we'll discuss  
15 further here today.

16           What are the criteria for a CCN?  
17 There are five touchstones that the Commission has  
18 articulated in some of its recent Orders over the  
19 last five or ten Orders.

20           Is there a need for the projects? Is  
21 the applicant qualified to provide the service?  
22 Does the Applicant have the financial ability to  
23 provide the service? Is the proposed project  
24 approximate economically feasible? And, finally,  
25 is it in the public interest?

1                   The position of the Applicants is  
2                   that Transource Missouri fulfills all five of these  
3                   criteria.

4                   The need has been determined by SPP in its  
5                   projects that were submitted and approved by FERC  
6                   in 2009 and 2010, accepted by the members of the  
7                   SPP. And, indeed, this Commission was part of that  
8                   process through its role in the Regional State  
9                   Committee.

10                  Transource Missouri can build and  
11                  operate these projects by virtue of the expertise  
12                  and the assets that both KCP&L and AEP will bring  
13                  to the table.

14                  In terms of financial ability,  
15                  Transource Missouri and its owners have the  
16                  necessary financial resources. The economic  
17                  feasibility, the project has shown by the fact that  
18                  the project and their costs will be recovered under  
19                  the SPP regional tariff. And we believe that all  
20                  four of those, plus other benefits of the project  
21                  do serve the public interest.

22                  So who are these folks? Well,  
23                  Transource Energy acts as a holding company. It  
24                  has only one subsidiary at the present time, that  
25                  being Transource Missouri, LLC.

1                   But Transource Energy is a joint  
2     venture of American Electric Power Company and a  
3     subsidiary of that holding company and of Great  
4     Plains Energy, which is the holding company of  
5     Kansas City Power & Light Company and KCP&L Greater  
6     Missouri Operations Company.

7                   AEP's subsidiary holds the majority  
8     of the interest in the LLC at 86.5 percent. And  
9     the minority interest is owned by Great Plain  
10    Energy at 13.5 percent.

11                  The only existing subsidiary at the  
12    present time is Transource Missouri, which is a  
13    wholly owned subsidiary, and it's the Applicant of  
14    the case.

15                  The plan for Transource Energy is  
16    once Transource Missouri gets going, it may form  
17    other subsidiaries in other states to work on  
18    regional projects. A -- a business plan of this  
19    entity is only to work on regional projects.

20                  American Electric Power Company, as  
21    you may know, is one of the largest utilities in  
22    the United States and serves over 5 million  
23    customers in 11 states. It owns the largest  
24    electric transmission system in the country, nearly  
25    30,000 miles -- 39,000 miles.

1           It operates over 5900 miles of 345 KV  
2 lines, and those are the lines that we've proposed  
3 to build through the Iatan-Nashua and the Sibley  
4 Nebraska City projects.

5           It also has expertise in extra high  
6 voltage of the 765 variety, more lines than all  
7 other U.S. systems combined at 2,100 miles.

8           It will provide technical and  
9 procurement strengths through a series of support  
10 and services agreements that it has with Transource  
11 and Transource Missouri.

12           So why do the Applicants think that  
13 Transource Missouri is the best candidate to build  
14 the projects? Well, first of all, we have the  
15 expertise of AEP in large scale transmission  
16 projects on a national basis.

17           We have the expertise of Kansas City  
18 Power & Light Company in building projects in  
19 Missouri, including transmission, but on a lower --  
20 on a lower scale.

21           There is evidence that we have  
22 submitted in our testimony that indicates that  
23 favorable financing terms will exist for  
24 transmission only companies, transcos, as  
25 Transource Missouri and its parent company

1 Transource Energy intend to be.

2           It will also relieve financial  
3 pressures on GMO, and to a lesser extent, KCP&L,  
4 permitting them to focus on -- local reliability  
5 and environmental projects.

6           And we also believe that the ability  
7 for AEP to achieve procurement savings through the  
8 scope and depth of their nation-wide operations  
9 will bring benefits to the State of Missouri  
10 through these projects.

11           We believe that Transource Missouri  
12 meets the public interest criteria because there  
13 will be lower costs to transmission customers in  
14 Missouri and throughout SPP region.

15           As I said, the -- the partnership, if  
16 you will, allows KCP&L as a local Missouri utility  
17 to maintain operational control over these  
18 projects. Yet, at the same time, it introduces  
19 AEP's national expertise into Missouri with a  
20 reliable partner by KCP&L.

21           And it permits a new company with  
22 experienced owners to take us from a competitive  
23 position in Missouri given what FERC Order 1000 is  
24 now heralding here with the advent of regional  
25 competition for regional transmission projects.

1                   Now, the Stipulation and Agreement  
2                   that we have come to with the Office of the Public  
3                   Counsel and with the Staff of the Commission has a  
4                   number of provisions. I'm going to hit what I  
5                   think are the three major portions.

6                   There is a cost allocation adjustment  
7                   with regard to rate treatment that provides an  
8                   adjustment so that certain incentives that FERC  
9                   affords will not be paid by Missouri ratepayers.

10                  There is also a -- a series of  
11                  waivers and payments that resolve all of our issues  
12                  with regard to the affiliate transactions rule.  
13                  And then there is also a provision with regard to  
14                  certain conditions relating to the final root of  
15                  the Sibley Nebraska City line.

16                  And I -- I should just say for the  
17                  benefit of Staff and OPC, we do not intend this to  
18                  be an exclusive discussion. But given some of the  
19                  details, I thought we would hit on these three  
20                  issues that we feel are, if not the most important,  
21                  among the most important, and we'd be glad to  
22                  answer any questions that the Bench has on any of  
23                  the other aspects.

24                  Now, the cost allocation treatment --  
25                  and I'm going to start with GMO because the bulk of

1 these projects will be in GMO's territory. The  
2 costs are allocated to GMO for the transmission  
3 facilities located in its service territory. And  
4 they will be adjusted by the difference the first  
5 bulletpoint and the second bulletpoint.

6 The first bulletpoint says, Missouri  
7 rate making treatment, the return on equity ordered  
8 by the Commission in the last GMO rate case along  
9 with its capital structure and without any CWIP,  
10 Construction Work In Progress, or other FERC  
11 transmission incentives will be applied.

12 And the difference between that and  
13 the FERC authorized revenue requirement will be an  
14 adjustment or a subtraction to whatever rates would  
15 be charged to GMO by virtue of the SPP regional  
16 tariff.

17 I've got an illustration that I think  
18 will maybe make this a little more clear. We've  
19 been dealing with this now for months, so we  
20 understand it. But I understand you may be seeing  
21 this for the first time.

22 Now, the same adjustment would be  
23 made for costs allocated to KCP&L in the  
24 transmission facilities that are in its territory.  
25 And those two adjustments are in paragraphs 1 and 2

1 of the Stipulation. I believe it's in Section 2-A.

2 The affiliate transactions rule have  
3 a series of provisions. The first is that the rule  
4 is waived for the transactions associated with the  
5 projects prior to their in-service date.

6 And with regard to the transfer or  
7 assignment of assets, easements and right-of-ways  
8 owned by KCP&L and GMO to Transource Missouri, the  
9 waiver occurs in consideration for a payment by  
10 Transource Missouri to GMO of the higher of either  
11 \$5.9 million or the net book value for assets,  
12 easements and rights-of-ways. And that's  
13 contained in paragraph 4 where the waiver is, which  
14 is attached to paragraph u where the payment is.

15 The Stipulation also provides that  
16 materials and services until the projects are in  
17 service will also be waived with certain  
18 conditions, again, in paragraphs 5 and 11.

19 The Stipulation indicates that the  
20 parties to it have agreed that O&M for the projects  
21 after service and non-project goods and service  
22 will be subject to the rule and that KCP&L can use  
23 a 20 percent markup in lieu of conducting a market  
24 value study every time it does something. And  
25 that, again, was a -- a provision that we came to

1 by virtue of our differing positions.

2 There is also a final condition with  
3 regard to the route for Sibley Nebraska City. As I  
4 indicated, that is being finalized at this time,  
5 and it should be finally selected in July.

6 Paragraph 27 calls for the Commission to grant  
7 conditional approval of the applications prior to  
8 the final selection, and it obligates Transource  
9 Missouri to provide the Commission with route  
10 information as soon as it is available.

11 Paragraph 29 states that the  
12 Commission and GMO will provide the Commission with  
13 a report outlining their public outreach efforts  
14 with regard to siting, routing, easement  
15 acquisition and other aspects of that.

16 There is a process which the  
17 Commission is given the right to set with regard to  
18 how those conditions are to be met. So we have had  
19 some discussions among ourselves with regard to  
20 what we all respectively think the conditions -- or  
21 the process ought to be to come to those  
22 conditions.

23 We have told the Commission what  
24 we're willing to do by virtue of the agreement with  
25 Public Counsel and with Staff. But it is really

1 for the Commission to decide what it is comfortable  
2 with in terms of what that process would be, in the  
3 eyes of the Applicants, to come up and have those  
4 final conditions lifted and the CCN granted without  
5 condition.

6 I was hoping this would be a little  
7 bit bigger. But what this is trying to illustrate  
8 is the flow of the money. And the hypothetical  
9 here is Nebraska City for the first year. And  
10 we've been advised that, generally, that would cost  
11 about -- I think it's \$49 million in the first  
12 year.

13 And GMO is over here. And its load  
14 ratio share is \$1.9 million, which absent the  
15 Stipulation and if went on as we had initially  
16 proposed it, the 4 percent would be paid by GMO  
17 ratepayers going up to GMO and GMO would pay that  
18 to SPP.

19 All the other members of SPP would  
20 pay the 96 percent. And, again, it would come from  
21 customers to the companies up to SPP, which would  
22 then provide the funding to Transource Missouri,  
23 LLC, which is building the project, which would  
24 build the project.

25 Now, under the Stipulation, although

1 GMO pays SPP its load ratio share, there would be  
2 an adjustment given to GMO customers or a credit  
3 pursuant to the Stipulation. So this nine --  
4 \$1.9 million figure here would be a different  
5 figure. It would be a lesser figure by virtue of  
6 the Stipulation.

7 And that same model would be followed  
8 with regard hard to GMO in other years or  
9 Iatan-Nashua or KCP&L to the extent its assets are  
10 implicated.

11 We have presented the testimony of a  
12 variety of witnesses. The little asterisks there  
13 are the people that we have in the hearing room.  
14 With us here today is Antonio Smyth, who is the  
15 President of Transource Missouri and Transource  
16 Energy. And, Tony, do you want to raise your hand  
17 so they know who you are?

18 Mike Deggendorf gave an executive  
19 overview in his testimony. He is a Senior VP and  
20 KCP&L and GPE. He is a also a Transource board  
21 member.

22 Darrin Ives, who is KCP&L's Senior  
23 Director of Regulatory Affairs is here. And I  
24 think you all know Mr. Ives from the last rate  
25 case.

1                   Todd Fridley from KCP&L. I've been  
2 told he's the Vice President of Transource and that  
3 I unduly promoted him, which has created some  
4 interesting lunch conversation here. But at any  
5 rate, Mr. Fridley is also here to talk transmission  
6 projects, and he's over here in the first row over  
7 here as well.

8                   Charles Locke is the Manager of  
9 Regulatory Affairs at KCP&L, and he also presented  
10 surrebuttal testimony, Mr. Locke, and he's in the  
11 second row back there.

12                   And then, finally, we have Brent  
13 Davis, who is the Project Director of these  
14 transmission project. You may remember him from  
15 the Iatan rate cases. Brent? And he's in the  
16 second row next to Charles Locke.

17                   The other witnesses have provided  
18 testimony, they are -- they are not here today.  
19 Scott Moore was the -- is the VP of Transmission  
20 Engineering for American Electric Power.

21                   Gerald Boteler is the Managing  
22 Director of Corporate Finance at AEP. Kevin Bryant  
23 is the Missouri Utilities Vice President of  
24 Investor Relations and out Treasurer.

25                   And Lisa Barton gave transmission

1 policy testimony in direct. She is AEP's Executive  
2 Vice President of Transmission, and she's also a  
3 Transource Board member.

4           So going back to my point about the  
5 big roads, we think that this model which we're  
6 presenting you is a good example of not only local  
7 utilities with a national expert like AEP, but also  
8 coming to an agreement through this Stipulation  
9 with State officials in the context of SPP and in  
10 FERC's jurisdiction under the Federal Power Act  
11 that will allow us to achieve that cooperation of  
12 those combined efforts. They're going to build us  
13 a 21st century electric grid.

14           We think that the Transource Energy  
15 partnership combines national expertise with local  
16 experience. It will reduce financial pressures  
17 upon the Missouri utilities. It will replace the  
18 status clo (sic) with some unique -- quo with some  
19 unique opportunities for cost savings and  
20 operational excellence. And it will preserve the  
21 State and Federal relationship and promote regional  
22 cooperation because Transource Missouri will be  
23 subject to your jurisdiction because it has a CCN  
24 with the Missouri Commission.

25           So overall, we believe that the

1 Transource Energy Partnership is the best plan for  
2 building major transmission projects to provide for  
3 current and future benefits to Missouri customers  
4 as well as the State of Missouri in an  
5 ever-increasing competitive environment,  
6 particularly, as we go into this area for of post  
7 FERC Order 1000. Thank you very much.

8 JUDGE JORDAN: Thank you, Counselor.  
9 There may be some questions from the Bench, as I  
10 mentioned. Chairman Kenney is monitoring us  
11 remotely, but he is at the Capitol on Commission  
12 business. So we will go straight Commissioner  
13 Jarrett if he has any questions for you.

14 COMMISSIONER JARRETT: I don't have  
15 any questions. I think at this time I'll wait for  
16 the other parties to give their openings, and then  
17 I'll have some questions.

18 JUDGE JORDAN: Okay. Commissioner  
19 Stoll?

20 COMMISSIONER STOLL: I will do the  
21 same. I will just wait until the others have given  
22 their statements.

23 JUDGE JORDAN: Commissioner William  
24 Kenney? Commissioner Kenney, are you still with  
25 us? I will also follow that practice.

1                   And we'll go on to our next -- next  
2 statement, which is from Staff.

3                   MR. DOTTHEIM: May it please the  
4 Commission.

5                   JUDGE JORDAN: Proceed.

6                   OPENING STATEMENT

7 BY MR. DOTTHEIM:

8                   MR. DOTTHEIM: Mr. Zobrist had a very  
9 nice slide presentation. I don't know if I can top  
10 it, but I -- I do have a slide presentation. And  
11 here it is.

12                   Now that I've presented my slide  
13 presentation, I'll proceed with my opening  
14 statement. The signatories, the Staff, the Office  
15 of the Public Counsel and the Applicants, KCP&L,  
16 GMO and Transource, Missouri, have resolved except  
17 in a few instances which may require future  
18 Commission action.

19                   The issues as described in the list  
20 of issues, which Staff filed on March 27, 2013, it  
21 is significant to the Staff that OPC is a signatory  
22 to the Stipulation and Agreement.

23                   With the Stipulation and Agreement,  
24 the Staff Counsel's Office believes that Transource  
25 Missouri meets the necessary legal criteria or

1 standards for line CCNs to construct, finance, own,  
2 operate and maintain the Iatan-Nashua and the  
3 Sibley Nebraska City 345 KV projects sought in  
4 File No. EA-2013-0098.

5                   With the Stipulation and Agreement,  
6 the Staff Counsel's Office believes that KCP&L and  
7 GMO meet the necessary legal criteria or standards  
8 for the novation and transfers addressed in  
9 File No. EO-2012-0367, which is Section 393.190.1  
10 RSMO 2000, and is not detrimental to the public  
11 interest standard or criteria.

12                   Finally, the Staff Counsel's Office  
13 believes that the resolution reached in the  
14 Stipulation and Agreement appropriately --  
15 appropriately addresses the Commission's affiliate  
16 transactions rule.

17                   The -- the Staff would note for the  
18 Commissioners that File Nos. EA-2013-0098 and  
19 0-2012-0367 are two of four cases involving KCP&L  
20 and GMO and transmission. The two other cases are  
21 File Nos. EO-2012-0135 and EO-2012-0136 respecting  
22 KCP&L's and GMO's application to continue to  
23 participate in the Southwest Power pool. Those two  
24 cases have a near term procedural schedule. We  
25 will be back before Commissioners very shortly.

1           The signatories have spent many hours  
2 negotiating the detailed Stipulation and Agreement  
3 that was filed last Friday, April 12th. The  
4 signatories have entered into the Stipulation And  
5 agreement for their own reasons. I expect each is  
6 willing and have been to offer to explain the terms  
7 of the Stipulation and Agreement, but how detailed  
8 they may be in identifying why they entered into  
9 the Stipulation and Agreement may be another  
10 matter.

11           The Iatan-Nashua in Sibley Nebraska  
12 City 345 KV projects are different from other KCP&L  
13 or GMO transmission projects. KCP&L and GMO did  
14 not lose the Federal right of first refusal  
15 respecting these projects under FERC Order No. 1 --  
16 No. 1000.

17           These projects are not local  
18 reliability projects. They are regional projects,  
19 and costs are paid under SPP tariff Schedule 11 by  
20 each utility pursuant to the utility's load ratio  
21 share.

22           The cost of transmission projects  
23 built for local reliability projects are paid under  
24 SPP tariff Schedule 9. So these projects are  
25 different than projects that the Commission has

1 dealt with on other occasions when KCP&L or Aquila  
2 -- or Aquila's predecessor has been before the  
3 Missouri Commission for authority to participate in  
4 SPP or when Aquila's predecessor or Aquila was  
5 before the Commission to -- for authority to  
6 participate in MISO.

7           On more than a few occasions, the  
8 utility or entity's direct testimony is inadequate  
9 or incomplete, and the basis of the utilities other  
10 entities position only becomes apparent in  
11 responsive testimony to the Staff or another  
12 party's testimony.

13           Until KCP&L and GMO filed its  
14 surrebuttal testimony, it's rate-making position  
15 and rationale of its rate-making position were not  
16 clear to the Staff General Counsel's office.  
17 That's not to say that maybe it should have been.

18           KCP&L and GMO also indicate in their  
19 surrebuttal testimony that if the Commission denies  
20 the pending applications, KCP&L and GMO do not  
21 intend to retail rate base the Iatan-Nashua in  
22 Sibley Nebraska City 345 KV projects if KCP&L and  
23 GMO build the projects.

24           The projects are, in the case of  
25 Iatan-Nashua, a balanced portfolio project in

1 Sibley Nebraska City a priority project. They are  
2 regional projects. They're not local reliability  
3 projects. They're under SPP Schedule 11 and not  
4 Schedule 9.

5           The -- the legal issues raised by the  
6 Applicants regarding the Staff's proposed  
7 rate-making for Iatan-Nashua and Sibley Nebraska  
8 City 345 KV -- KV projects rate basing and full  
9 revenue crediting should not be confused with the  
10 jurisdictional issue of bundled retail transmission  
11 rates.

12           Of course, Missouri not being a  
13 competitive retail transmission -- state bundled  
14 retail transmission state, it's not an unbundled  
15 state.

16           In 1996, in FERC Order No. 888, FERC  
17 found that electric utilities were discriminating  
18 in bulk power markets in violation of Section 205  
19 of the Federal Power Act by providing either  
20 inferior access to their transmission networks or  
21 no access to third party wholesalers of power.

22           FERC ordered functional unbundling.  
23 FERC defined functional unbundling as requiring  
24 each utility to toy provide separate rates for  
25 wholesale generation, transmission and ancillary

1 and requiring each utility to take transmission of  
2 its own wholesale sales and purchases under a  
3 single tariff applicable equally to itself and  
4 other.

5 In the 2002 U.S. Supreme Court case  
6 New York v. FERC, the U.S. Supreme Court noted that  
7 in FERC No. 888, FERC distinguished between  
8 transmission and sales.

9 FERC held that -- that the State  
10 retains jurisdiction over the retail sale of power  
11 with the provision of unbundled transmission  
12 service in retail competitive states involves only  
13 the provision of transmission in interstate  
14 commerce, which is exclusively within the  
15 jurisdiction of FERC pursuant to the Federal Power  
16 Act. Again, Missouri is a bundled retail  
17 transmission service state.

18 The Supreme Court stated that there  
19 is no language in the Federal Power Act limiting  
20 FERC's transmission jurisdiction to the wholesale  
21 market, although the Federal Power Act limits  
22 FERC's sales jurisdiction to the wholesale market.

23

24 The FERC -- the Supreme Court related  
25 that, quote, The unbundled retail transmissions

1 targeted by FERC are, indeed, transmissions of  
2 electric energy in interstate commerce because of  
3 the nature of the national grid.

4 Enron argued that the Federal Power  
5 Act gave FERC the power to apply its open access  
6 remedy to bundled retail transmissions of electric  
7 energy and that the FERC had a duty to do so given  
8 FERC's funding -- findings, excuse me, given FERC's  
9 findings of undue discrimination.

10 FERC, in Order No. 888 and in the  
11 Hearing Order No. 888-A stated that it chose not to  
12 extend its open access remedy to bundled retail  
13 transmission because such relief was not necessary,  
14 and regulation of bundled retail transmissions  
15 raises numerous difficult jurisdictional issues  
16 that did not need to be resolved in the instant  
17 context.

18 The Supreme Court stated that it must  
19 be kept in mind that what FERC sought to remedy was  
20 a problem with a wholesale power market. The Court  
21 held that because the scope of the Order No. 888  
22 did not concern discrimination in the retail  
23 market, FERC having determined that the remedy it  
24 ordered constituted an adequate response to the  
25 problems that it had identified in the whole sale

1 market, the FERC had no Federal Power Act Section  
2 206 duty to regulate bundled retail transmissions  
3 or to order universal unbundling.

4 On April 28th, 2003, the FERC issued  
5 the wholesale power market platform white paper,  
6 which stated, among other things, at pages 4 to 5,  
7 quote, Pursuant to Order No. 888, the Commission  
8 [FERC], currently associates jurisdiction over  
9 wholesale transmission service and unbundled retail  
10 transmission service by public utilities.

11 In the final rule with respect to  
12 bundled retail service, we [FERC] will continue  
13 shall our existing practices for RTOs and ISOs  
14 distinguishing between the non-price terms and  
15 continues of transmission service and the rates for  
16 transmission service.

17 As discussed in the Appendix A, the  
18 non-price terms and conditions of the RTO or ISO  
19 tariff will apply equally to all users, including  
20 those taking service to meet their obligation to  
21 serve bundled retail customers.

22 However, the Commission [FERC] will  
23 not assert jurisdiction over the transmission rate  
24 component of bundled retail service, thereby  
25 avoiding unintended issues raised by a new

1 assertion of jurisdiction.

2 My intention is not to -- to confuse  
3 people more than the transmission area is confusing  
4 already for people. There -- in non-unanimous  
5 Stipulation and Agreement and in this case, there  
6 are two different legal issues in play.

7 There is the issue of SPP's Schedule  
8 11 and jurisdiction regarding regional transmission  
9 versus Schedule 9 and local reliability  
10 transmission. There is also the issue of bundled  
11 transmission service. And both of them are  
12 addressed in Paragraphs 1 and 2 of the Stipulation  
13 and Agreement.

14 Because of the uncertainty from the  
15 Staff Counsel's Office regarding the area of  
16 Schedule 11 and regional transmission and load  
17 ratio share methodology for paying for that  
18 transmission, that the Staff Counsel's Office  
19 believes the Stipulation and Agreement that has  
20 been reached is an appropriate resolution from a  
21 rate-making perspective that is -- that appears, in  
22 particular, in Paragraphs 1 and 2.

23 What has been achieved is the resolution  
24 that the Staff attempts to achieve in its cases  
25 involving electric utility participation in MISO in

1 SPP respecting FERC incentives, and that is no  
2 inclusion of FERC incentives in Missouri retail  
3 rates. And that is what has been achieved in  
4 paragraphs 1 and 2.

5 And it's been achieved not for a term  
6 of years. But when you take a look at the last  
7 sentence in paragraphs 1 and 2, it states that the  
8 adjustment will be made in all rate cases so long  
9 as these transmission facilities are in service.

10 Regarding -- I don't intend to -- to  
11 cover the -- the same material that -- that  
12 Mr. Zobrist covered, and the -- the Stipulation and  
13 Agreement is -- is very detailed.

14 It -- I -- I would note that -- that  
15 regarding waiver of the Commission's affiliate  
16 transaction rule for any Transource -- for  
17 Transource Missouri project other than the waiver  
18 as granted in the Stipulation and Agreement  
19 provided to Iatan-Nashua, Sibley Nebraska City 345  
20 KV project, the -- the waivers granted are only to  
21 Iatan-Nashua and the Sibley Nebraska City projects.  
22 For any other projects, application must be made to  
23 the Commission for any other projects.

24 I -- I -- I would note -- and I don't  
25 know if the Commission would -- would want me to --

1 to address, but in its Order that -- that it issued  
2 when there were pending several weeks ago  
3 Statements of Positions, it had posed that it -- it  
4 wanted the Staff to address certain questions that  
5 it had posed for the staff. What is the Missouri  
6 Commission's authority to regulate the Iatan-Nashua  
7 and Sibley Nebraska City 345 KV transmission line?  
8 And what is the exclusive authorities of Missouri  
9 Commission? What is the Missouri Commission's  
10 overlapping authority with the United States? What  
11 -- what is the exclusive authority of the United  
12 States?

13 I made something of -- of -- of -- of  
14 an effort to -- to address that. I know  
15 Commissioners have -- have their -- their advisors  
16 who operate before the SPP and MISO who might offer  
17 opinions on that. But I've made a little bit of an  
18 -- an effort to address that if the Commissioners  
19 would -- would want me to respond. I could try to  
20 do that now, or if you'd like, later, I -- I could  
21 --

22 COMMISSIONER JARRETT: Now would be  
23 good.

24 MR. DOTTHEIM: Okay. Well, -- and --  
25 and if I might, before -- before I forget, the --

1 the Commissioners are probably well -- well aware  
2 on -- on -- on the matter that -- that there --  
3 that there is a case that the -- the --  
4 Commissioners, I think, have cited with some  
5 frequency from last summer, the Entergy case about  
6 the -- the standard for a CCN.

7           There is -- there is, I think, a -- a  
8 -- an interesting Report and Order of a few years  
9 ago that the Commission issued, the -- the Callaway  
10 Franks case. The citation is RE: Union Electric  
11 Company. It's Case No. EO-2002-351. It's not  
12 0351. It's -- it's when the Commission was just  
13 starting off with -- with EFIS, so it's -- it's  
14 EO-2002-351, and it's -- it's in the Commission's  
15 bound volume at 12 MO PSC 3rd 174 2003 E.

16           The -- the Commission issued the  
17 decision in August of 2003. So the Commission  
18 might want to take a look at -- at that -- at that  
19 case. As far as -- what is the exclusive authority  
20 of the Missouri Commission, it -- the -- the  
21 bundled -- certainly, the bundled retail rates and  
22 -- and the -- the New York v. FERC case, the  
23 citation for it, for New York versus FERC is 535  
24 U.S. 1 -- 122 Supreme Court 1012.152 Lawyer Ed. --  
25 Edition -- Lawyers Edition Second 47. Don't have

1 West Law or Lexus Nexus.

2 And the -- and the -- the language  
3 under the April 28, 2003, FERC wholesale market  
4 platform white paper is -- is -- it's not in -- I  
5 don't believe it's in Mr. Stallman's rebuttal  
6 testimony in this proceeding, but it's -- it's in  
7 his rebuttal testimony in -- in EO-2012-0135 and  
8 0136, the KCPL GMO SPP cases.

9 Other -- but other than bundled  
10 retail rates, I -- I would say, of course, the CCN  
11 statutory provision, 393.170.

12 As -- as far as overlapping  
13 authority, I would say for liability jurisdiction,  
14 which is reliability and -- and actually vegetation  
15 management, the national energy policy at 2005,  
16 it's -- it's -- it's concurring, but the FERC  
17 maintains Federal pre-emption in the case of  
18 inconsistency.

19 It -- it -- if -- if the Commission  
20 would look in -- in general at 16 U.S.C. Section  
21 824.0. But if you look at 824 -- 16 U.S.C. Section  
22 824, but I say -- yeah. 0(i)(3), and I'll -- and  
23 I'll read, Nothing in this section shall be  
24 construed to preempt -- to pre-empt any authority  
25 of any state to take action to ensure the safety,

1 adequacy and reliability of electric service within  
2 that state as long as such action is not  
3 inconsistent with any reliability, except that the  
4 State of New York may establish rules that result  
5 in greater liability within that state as long as  
6 such action does not result in lesser reliability  
7 outside the state than that provided by the  
8 reliability standards.

9           The -- the reliability jurisdiction  
10 is the basis for FERC's jurisdiction over  
11 vegetation management under -- and I -- I think in  
12 some forms in particular, FAC or provisions 0-003  
13 and -1 and FAC-003-2.

14           When -- when the utilities make their  
15 vegetation -- annual vegetation reports to the  
16 Commission, I believe they use, in part, the FERC  
17 form that they submitted to the Commission.

18           And then what is the exclusive  
19 authority of the United States? Oh, and -- and for  
20 -- for example, safety that's -- the Commission's  
21 statute is 386. 33 -- 330 -- no. 386.310.1. Is  
22 the Commission's statute of course, on -- on  
23 safety, the Commission's statute on en -- on  
24 reliability, the -- the -- one of the Commission's  
25 statutes on reliability, I had to jot it down, and

1 I had it jotted down in the wrong place. But at  
2 least one of them is 386.610. Three -- 386.610.  
3 The last sentence of 386.610 is, The provisions of  
4 this chapter shall be liberally construed with a  
5 view to the public welfare, efficient facilities,  
6 substantial justice between patrons and public  
7 utilities.

8 Of course, the Commission is to  
9 provide -- is to assure that the utilities are to  
10 provide safe and adequate service. And I think  
11 that's -- for the electric, that's under 393.135.

12 Now -- now, that's -- that's  
13 Proposition 1. I -- I will try to find that before  
14 we conclude the -- the hearing. I apologize.

15 The -- as far as -- as far as  
16 exclusive with -- the jurisdiction -- the  
17 Commission -- the provision on interstate commerce,  
18 Section 386.030, I would refer the Commission to.  
19 And -- and, of course, the -- the New York v. FERC  
20 case. So that's all I have.

21 JUDGE JORDAN: And are there any  
22 inquiries from the Bench, or shall we reserve those  
23 also?

24 COMMISSIONER STOLL: Reserve.

25 COMMISSIONER JARRETT: I'll reserve.

1 COMMISSIONER KENNEY: Okay.

2 JUDGE JORDAN: Thank you, Counsel.

3 MR. DOTTHEIM: Could I have my slide  
4 marked as an exhibit?

5 JUDGE JORDAN: We'll take that up  
6 after we go off the record.

7 MR. DOTTHEIM: Okay. Thank you.

8 JUDGE JORDAN: Statement from the  
9 Office of Public Counsel?

10 OPENING STATEMENT

11 BY MR. MILLS:

12 MR. MILLS: May it please the  
13 Commission. Judge, I understand from your remarks  
14 at the beginning that there are questions from the  
15 Bench, and so I'm sure you all will be happy to  
16 hear that I plan to bring this filibuster to a  
17 close very quickly and allow all to chime in on the  
18 debate.

19 Mr. Dottheim and Mr. Zobrist have  
20 gone through a lot of the provisions of the  
21 Stipulation and Agreement, and I'm not going to go  
22 through that again.

23 I do want to highlight a couple of  
24 things. One of them that Mr. Dottheim raised and I  
25 want to sort of tie a couple of paragraphs together

1 that -- that may not be immediately obvious that  
2 they are connected.

3           The provisions of paragraphs 1 and 2,  
4 which are the provisions that essentially retain  
5 the Commission's jurisdiction and rate setting  
6 ability over the bundled component of -- the  
7 transmission component of bundled retailed rates,  
8 which, as Mr. Dottheim pointed out, last as long as  
9 the facilities last.

10           There is also a provision in  
11 paragraph 41 that pertains to -- to paragraphs 1  
12 and 2, which provides for how that rate treatment  
13 will continue in -- in the event of a merger or  
14 another transaction in which the -- the two  
15 Missouri jurisdictional utilities become one  
16 jurisdictional utility. And it's sort of buried  
17 there in the boiler plate at the end, so I wanted  
18 to highlight point.

19           The -- the other inter-relationship  
20 that I -- that I want to highlight is the  
21 relationship between paragraphs 27 and 28.  
22 Paragraph 27 is the one in which the -- that the  
23 parties requesting the Commission grant conditional  
24 approval based upon the Commission making specifics  
25 findings about the -- the -- the final selection of

1 the Sibley Nebraska City route has been made.

2 But in that paragraph that the -- the  
3 parties don't presume to tell the Commission the --  
4 the process by which the Commission will come to  
5 that determination and make those findings. But  
6 paragraph 28 allows the parties to -- to request  
7 reasonable additional notice, local public hearings  
8 or additional processes in this case.

9 And, of course, it doesn't bind the  
10 other signatories to those requests. And, in fact,  
11 some other signatories may disagree with other  
12 signatories about what those two processes are.

13 But that's -- the relation to those  
14 two paragraphs is that, in this document, we are  
15 not -- we are not presuming to tell the Commission  
16 how to make those findings, but we're reserving the  
17 right to the signatories to suggest further  
18 processes as we get more information about what  
19 that final route is.

20 And one of the reasons that I think  
21 that that is important is referring back to the  
22 Callaway Franks case that Mr. Dottheim mentioned,  
23 Case No. EO-2002-351, in that case, the -- the  
24 Commission made a specific finding that in order to  
25 determine whether the transmission line in that

1 case was in the public interest, it -- it had to  
2 know what the final route was in order to  
3 understand the impacts on land owners, which has an  
4 impact on the public interest. It has to know  
5 where the line actually is.

6 And so that's why in the agreement in  
7 the case pending before you, we have only a  
8 conditional approval requested pending the  
9 determination of the -- the final route.

10 And one last minor tidbit, Mr.  
11 Dottheim had mentioned a couple of other cases that  
12 are related to transmission of these two companies,  
13 and I will mention a third, and that's  
14 EO-2012-0271, which is a pending investigation  
15 brought on by some concerns of some landowners over  
16 the Iatan-Nashua line. And that's still an active  
17 case, and the Commission is still receiving reports  
18 on that.

19 And that's all I have for the  
20 opening. I would be happy to answer questions now  
21 that the Commission has the opportunity to ask  
22 them.

23 JUDGE JORDAN: Thank you, Counselor.  
24 I'm going to poll the parties before we do that  
25 since we've been on the record for about an hour

1 and a half and you've been in this room for longer  
2 than that, whether we should take a break before  
3 the questions from the Bench.

4 I am seeing nods, and so why don't we  
5 take ten minutes and resume ten minutes from now.  
6 Thank you.

7 (Break in proceedings.)

8 JUDGE JORDAN: And I'm un-muting, and  
9 we'll go back on the record. We're back on the  
10 record and ready for inquiries from the Bench. We  
11 will begin with Commissioner Jarrett.

12 COMMISSIONER JARRETT: Thank you,  
13 Judge. I want to explore, I guess, the  
14 jurisdictional issues a little bit.

15 Mr. Dottheim, you touched on those,  
16 I'll address my -- I guess I'll address my  
17 questions to you initially, but, obviously, the  
18 other parties, please chime in if you have any  
19 thoughts.

20 I think the way that the question was  
21 presented to the parties was, you know, what  
22 jurisdiction does -- exclusive jurisdiction does  
23 the Commission retain? What exclusive jurisdiction  
24 does FERC have? And then sort of what is  
25 concurrent jurisdiction?

1           And I wanted to touch a little bit on  
2 -- on some of those. And Mr. Dottheim, you cited  
3 some cases, and -- and those cases -- I mean, you  
4 stated them accurately. But, you know, FERC --  
5 FERC had issued some orders subsequent to -- to  
6 those taking more authority and taking more  
7 authority, FERC Order 1000 taking more authority.

8           If we agree to issue this CCN, what  
9 assurance do we have that what the parties here  
10 today might agree is state jurisdiction only and  
11 not under the purview of FERC that FERC won't take  
12 that at some other point in the future as they've  
13 done over the years?

14           MR. DOTTHEIM: I -- I -- I don't know  
15 that you have any assurance whatsoever. And --  
16 and, frankly, my own reading of New York v. FERC  
17 depending upon the composition of the U.S. Supreme  
18 Court, I'm not -- I'm not certain that -- that the  
19 Supreme Court might not ultimately assist FERC in  
20 usurping the jurisdiction of the states given my  
21 reading of New York v. FERC.

22           So I -- I can't offer you any great  
23 hope. If the Commission would take the route of  
24 litigation, that might even bring that day sooner.  
25 So all -- all I might offer and -- and possibly the

1 -- the company might itself not want to say this  
2 and -- and -- and I don't know that it should  
3 receive any credit for this, but it came in and  
4 sought a CCN.

5           There's another utility in this state  
6 that's in Circuit Court that has chosen to proceed  
7 in even a different manner. We have been able to  
8 negotiate a settlement with this utility -- or  
9 utilities.

10           It is as -- as language says, it is  
11 -- it is limited to this case. We are not too use  
12 -- of course, these are administrative proceedings  
13 in the first place, so there -- there are --  
14 there's -- there is no presidential value in the  
15 first place. And -- and there is a -- this is a  
16 settlement, so it's not supposed to have any -- as  
17 a settlement, supposed to have any presidential  
18 value, and we're not supposed to use it as such to  
19 -- to -- to begin with.

20           And -- and I've been in Circuit Court  
21 when -- when there wasn't a split between a Staff  
22 Counsel's Office and a General Counsel. I've been  
23 in Circuit Court representing the Commission when  
24 -- when attorneys have tried to use settlements and  
25 -- for example, Judge Brown has said, excuse me,

1 that's a settlement. You know the terms of the  
2 settlement stay has no presidential value. You  
3 can't use that Stipulation and Agreement for  
4 presidential value before this court.

5 So -- but -- so, Commissioner  
6 Jarrett, it's -- it's -- it's difficult for me to  
7 -- to -- to answer your -- your -- your question.

8 When -- when -- I mean, we are aware  
9 of -- of the Commissioners, for example, December  
10 27th letter to the FERC. We -- on -- on the Staff  
11 and the company or company's watch, the FERC's  
12 docket as to what the Commission files at -- at the  
13 FERC in MISO cases or -- or SPP cases and -- and we  
14 try to be -- especially the Staff, we try to be  
15 very cognizant of -- of -- of what positions you --  
16 you take.

17 And although you may wonder at times  
18 whether -- whether we -- we try to adhere to -- to  
19 what you may be doing in another forum, we -- we --  
20 we -- we attempt to do so. So -- but we're also  
21 aware of what -- of what the FERC is doing in  
22 response to -- to the comments that you -- that --  
23 that -- that -- that the Missouri Commission or OMS  
24 or -- or the SPP Regional State Committee are --  
25 are filing.

1                   COMMISSIONER JARRETT: Right. Let --  
2 let me ask this in a more specific way with respect  
3 to -- to the Stipulation and Agreement. Paragraphs  
4 1 and 2, I think there are -- they're meant to make  
5 sure that money flows back to the ratepayers if --  
6 when -- if and when Transource gets the sort of  
7 FERC incentives, you know, the higher ROE, the  
8 CWIP, and other -- other incentives so that  
9 Missouri -- Missouri ratepayers won't pay that.

10                   But I -- so we -- so we -- so let's  
11 say we approve the CCN and approve the transfer,  
12 approve the CCN. I assume Transource now goes to  
13 FERC for a tariff. And they will have to make some  
14 provision in their tariff to FERC about this  
15 flow-back, will they not?

16                   MR. MILLS: Judge, if I may, I think,  
17 I think perhaps the notion of flow-back is -- is  
18 not really accurate, and that may be some of the  
19 cause of the confusion.

20                   In the -- in the first instance,  
21 KCP&L and GMO customers will not pay those amounts.  
22 So -- so the bundled retailed rates of the KCPL and  
23 GMO customers will reflect one amount. What KCP&L,  
24 GMO and all the other utilities within the SPP pay  
25 the transfer pursuant to SPP tariffs are something

1 else again.

2 So it doesn't literally flow back to  
3 the -- to the Missouri ratepayer. They simply  
4 don't pay it to their local utilities in the first  
5 instance.

6 COMMISSIONER JARRETT: But the idea  
7 is in the SPP footprint, ratepayers in Kansas and  
8 ratepayers in Nebraska are going to pay this, and  
9 Missouri ratepayers aren't.

10 So my question is, is FERC going to  
11 view that as discriminatory pricing and disallow  
12 that?

13 MR. MILLS: Missouri utilities are  
14 going to pay that. Missouri ratepayers are not  
15 pursuant to your jurisdiction and pursuant to an  
16 agreement of those two utilities.

17 So I think while Mr. Dottheim is  
18 right, I think to the extent that the FERC wants to  
19 extend its authority under the interstate commerce  
20 laws to a lot more transmission areas, there's not  
21 a -- there may not be a lot that we can do about  
22 that.

23 But I think with respect to these two  
24 projects and the retail rate-making treatment of  
25 them, I can't -- well, I shouldn't say I can't

1 imagine. I think it's highly unlikely that FERC  
2 will take some action so specific that will undo  
3 the retail rate-making treatment that we have --  
4 that we have agreed to here --

5 COMMISSIONER JARRETT: So --

6 MR. MILLS: -- for these to projects

7 COMMISSIONER JARRETT: So if Nebraska  
8 doesn't like this and they sue and they file a  
9 complaint at FERC, FERC can't disallow this?

10 MR. ZOBRIST: It's a matter of state  
11 rate-making, Commissioner, in the Applicant's view.  
12 That part of it is a matter of state rate-making.  
13 What Mr. Mills is saying is the wholesale SPP  
14 tariff, that is a relationship between the RTO and  
15 its transmission owning members and others who are  
16 members of SPP.

17 COMMISSIONER JARRETT: All right.  
18 Okay.

19 COMMISSIONER STOLL: Mr. Zobrist,  
20 would you repeat your last statements just so I'm  
21 clear?

22 MR. ZOBRIST: Yeah. There's a  
23 distinction, Commissioner, and I've got some  
24 regulatory people here who could perhaps be more  
25 eloquent than me. What we're separating is the

1 wholesale open access transmission tariff by which  
2 SPP collects rates from its members, not from  
3 retail customers in Missouri or Nebraska or any  
4 other place, but from those members, and then pays  
5 those funds out to fund projects.

6 And what Commissioner Jarrett, I  
7 believe, was asking about with regard to paragraphs  
8 1 and 2 relates to Missouri retail rate-makers.  
9 And so when I was going through the diagram up  
10 there, that 1.9 million in my hypothetical, it  
11 wouldn't be 1.9 from Missouri customers up to the  
12 utility. That would be something less. And that  
13 something less is all they would pay.

14 But then GMO as a member of SPP would  
15 have to pay whatever first -- whatever SPP assesses  
16 under its FERC tariff for its load ratio share as  
17 it would for all of the other members.

18 COMMISSIONER JARRETT: So KCP&L  
19 shareholders are going to pay that? And it's not  
20 pulling through the rate case?

21 MR. ZOBRIST: I think that's -- yes.  
22 I think that's -- it will come from non-Missouri  
23 ratepayer funds. And so it has to be some form of  
24 shareholder money.

25 COMMISSIONER JARRETT: Okay.

1                   COMMISSIONER STOLL: And when you're  
2 talking about that money, do -- like the  
3 transmission companies that belong to SPP, aren't  
4 there -- aren't there transmission companies that  
5 are part of that, or are you just talking about the  
6 -- the states?

7                   MR. ZOBRIST: Well, if they are  
8 transmission owning members and they -- they are  
9 assessed a share under the tariff, then they would  
10 pay. I think there may be some members, and we can  
11 have one of the experts here talk about that, who  
12 may be members of SPP but would not be assessed  
13 charges because of their position under the tariff.

14                   COMMISSIONER STOLL: Yeah. And  
15 Transource is seeking membership into SPP?

16                   MR. ZOBRIST: It will. Yes. It has  
17 to fulfill certain criteria, one of which is  
18 authority to operate as a utility in Missouri.  
19 Once it gets that, it will apply to become a member  
20 of SPP.

21                   COMMISSIONER STOLL: And then it  
22 would be assessed, or would the parent company be  
23 assessed?

24                   MR. ZOBRIST: It would be  
25 assessed --

1 COMMISSIONER STOLL: It would be  
2 assessed.

3 MR. ZOBRIST: -- for each utility.

4 COMMISSIONER STOLL: Okay. Thank  
5 you.

6 COMMISSIONER JARRETT: Maybe somebody  
7 could walk me through an example So I could  
8 visualize this. How would this work? Pick a  
9 dollar amount. Million dollars. How would this  
10 work?

11 MR. ZOBRIST: Well, I'm going to turn it  
12 over to Mr. Ives here in a moment, but that's what  
13 I tried illustrate in my diagram. In other words,  
14 that 1.9 million would be reduced.

15 So when GMO sends bills out to its  
16 ratepayers, collectively, it's something less than  
17 that 1.9 million for that first year of Sibley --  
18 Sibley Nebraska City. In the hypothetical, it's  
19 1.7 million or something. But the public utility,  
20 SPP member, has to pay its load ratio share and  
21 that's 1.9 million. So --

22 MR. IVES: Yeah. Maybe -- maybe just  
23 to add to that, I think the way to look at that  
24 would be, you know, let's say the charges are a  
25 million dollars and those are charges from

1 Transource Missouri based on their FERC-approved  
2 tariff at their rates.

3 Then 4 percent of that responsibility  
4 for that charge would be GMO's responsibility.  
5 Without this agreement, that 4 percent would be  
6 based on the -- the FERC incentives and the FERC  
7 ROE, and then we would be requesting recovery  
8 through rates of our retail customers at that 4  
9 percent at those FERC incentive levels.

10 With this agreement, we'll make an  
11 adjustment, reduce that 4 percent charge to make it  
12 look like Missouri rate-making has been applied to  
13 that charge using the cap structure and the ROE and  
14 removing the other incentives that would be in  
15 place.

16 That differential that was in the  
17 opening that Mr. Zobrist had, that differential  
18 then will be the responsibility of -- of us as  
19 companies because we'll still pay the SPP charge  
20 that -- that's allocated from Transource Missouri.  
21 It's just that we won't ask for that differential  
22 from -- from our Missouri customers.

23 CHAIRMAN ROBERT KENNEY: So the  
24 wholesale rate is never affected?

25 MR. IVES: The wholesale rate is

1 never affected. That's correct. It will come just  
2 off the tariff and come through SPP's billings just  
3 like it otherwise would. It's at the utility level  
4 for retail purposes that we'll make the adjustment  
5 that this -- this agreement calls for.

6 Mr. MILLS: And it's not as though  
7 the Missouri customers are not paying anything.  
8 They're simply not paying the increment between,  
9 for lack of a better term, traditional rate-making  
10 and FERC rate-making. And just that delta is what  
11 the Missouri ratepayers don't pay.

12 MR. DOTTHEIM: Judge, I've been told,  
13 evidently, there is no sound going out.

14 JUDGE JORDAN: I have a mute. It is  
15 not on mute. I will try it again. It is not  
16 muted. I haven't had any complaints from anyone  
17 else by e-mail.

18 MS. DIETRICH: It's working now.  
19 It's working.

20 JUDGE JORDAN: It's working? Okay.  
21 I understand our sound is wonderfully back. Didn't  
22 know it had got away, but it's okay. I understand?

23 MR. DOTTHEIM: All right.

24 Ms. DIETRICH: It's working. They  
25 just picked another desk.

1 JUDGE JORDAN: Okay. All right.

2 Please resume.

3 COMMISSIONER JARRETT: Well, I think  
4 I understand. I'll go back and -- I'll go back and  
5 reread it just to make sure, but I think I do  
6 understand now.

7 A couple of the other things I wanted  
8 to explore, just -- just kind of in detail what our  
9 jurisdiction would be over Transource. And I think  
10 that Section 393.140 sets out the general powers of  
11 the Commission. I believe they're sub -- 11, 12  
12 subsections there. Not all of them apply.

13 One of them, I think, goes to  
14 liability which I asked you about before,  
15 Mr. Dottheim, where, basically, it says that the  
16 Commission has the power to order reasonable  
17 improvements in works, wires, poles, pipes, lines  
18 conduits, ducts, other reasonable devices,  
19 apparatus and property of gas corporations,  
20 electrical corporations, water and sewer  
21 corporations that will best promote the public  
22 interest, serve the public health and protect those  
23 using electricity.

24 So, for example, let's say on the --  
25 on one of these lines they're putting transmission

1 powers up a hundred yards apart. And the  
2 Commission decides to make them safer, we want them  
3 80 yards apart. That's going to increase the cost,  
4 obviously, because you're going to use more  
5 transmission towers. Do we have the authority to  
6 order that on these projects?

7 MR. DOTTHEIM: I think we're going to  
8 find out.

9 COMMISSIONER JARRETT: Well, I've got  
10 to vote to approve or not approve this.

11 Mr. DOTTHEIM: Yeah.

12 COMMISSIONER JARRETT: And I want to  
13 know now.

14 MR. MILLS: And I hadn't -- I hadn't  
15 given a lot of thought to that particular example.  
16 But -- but with respect to the grant of Certificate  
17 of Convenience and Necessity, there is case law  
18 that says that you have the authority to impose  
19 reasonable conditions.

20 And if there is an evidentiary basis  
21 on which you want to condition the grant of CCN on  
22 the 80 yards as opposed to 100 yards, then -- then,  
23 you know, certainly, you know, a utility could  
24 challenge either the evidentiary basis for that the  
25 or the reasonableness of your conclusion that that

1 -- that that helps.

2 But I think you -- you certainly have  
3 the authority to impose reasonable conditions on  
4 the grant of a CCN. And if you have an evidentiary  
5 basis that that is a reasonable condition, then. I  
6 think you can do that.

7 COMMISSIONER JARRETT: Well, yeah.  
8 But when we grant a CCN, we don't have to grant  
9 such conditions like that. I mean --

10 MR. MILLS: But you can.

11 COMMISSIONER JARRETT: -- if we grant  
12 a CCN to Ameren, we don't have to have that  
13 condition. If we want to go in and tell them how  
14 to -- for health and safety we want to, you know,  
15 tell them to build something or build it  
16 differently, we can.

17 MR. MILLS: Right.

18 COMMISSIONER JARRETT: This goes to  
19 what's our jurisdiction, and what's FERC's  
20 jurisdiction? Does FERC have jurisdiction over  
21 interstate a transmission lines where we couldn't  
22 go in -- we give a certificate. And under every  
23 other certificate we grant, we have that authority  
24 to do it.

25 Under this one, is this one going to

1 be different than other CCNs that we grant? Is  
2 FERC going to say, No, we can't do that, it's their  
3 jurisdiction.

4 MR. DOTTHEIM: I would -- I would  
5 think so long as it doesn't result in lesser  
6 reliability.

7 COMMISSIONER JARRETT: Well, it will  
8 result in more cost if we --

9 MR. ZOBRIST: You know, Judge, I  
10 think that -- and I don't know the answer to your  
11 specific question. I think that would be a fact  
12 intensive discussion.

13 But we know the 386.310.1 says that  
14 the Commission has the power to regulate safe  
15 maintenance and operation of electric plant. And  
16 as you've pointed out, 393.140(5) says you can  
17 prescribe safe equipment -- pardon me -- safe  
18 property, equipment and appliances to be used,  
19 maintained and operated.

20 And I guess the question would be --  
21 and I agree with Mr. Dotthiem. If it appears that  
22 you're setting an ultra safety standard that  
23 increases the cost but does not really enhance  
24 safety and taken hypothetically could be an  
25 impediment to interstate commerce, then -- then

1 there's an issue there.

2 But if it's in a reasonable manner that is  
3 consistent with other standards, it might be fine.  
4 But, I mean, clearly, this Commission is going to  
5 have jurisdiction over those kinds of issues. And  
6 I think that's pretty clear concurrent jurisdiction  
7 with what the Federal Energy Regulatory Commission  
8 has under the Federal Power Act.

9 MR. DOTTHEIM. Yeah. I --

10 MR. ZOBRIST: And just --

11 MR. DOTTHEIM: I -- I would read that  
12 -- that section again that I -- that I read from  
13 the -- the 2005 National Energy Policy Act.  
14 Nothing in this section shall be construed to  
15 pre-empt any authority of any state to take action  
16 to ensure the safety, adequacy and reliability of  
17 electric service within that state as long as such  
18 action is not inconsistent with any reliability  
19 standard.

20 Then I'll read the next clause,  
21 Except that the State of New York may establish  
22 rules that result in greater reliability within  
23 that state as long as such action does not result  
24 in lesser reliability outside the state than that  
25 provided by the -- by the reliability standards.

1 COMMISSIONER JARRETT: Okay.

2 MR. DOTTHEIM: Now, that -- that's  
3 from 2005. I haven't researched what -- what --  
4 issues or cases may have arisen from that.

5 COMMISSIONER JARRETT: I noted also  
6 in one of the -- one of the paragraphs, it talks  
7 about Transource keeping their -- their -- the  
8 access to books and records necessary.

9 I was -- my question is why is this  
10 necessary if we can already look at all the books  
11 of the regulated utilities we regulate?

12 MR. DOTTHEIM: We wanted to be --

13 COMMISSIONER JARRETT: Double sure?

14 MR. DOTTHEIM: -- as specific as --  
15 as -- as specific as -- as possible.

16 COMMISSIONER JARRETT: Okay. Well, I  
17 don't have any questions -- any more questions  
18 right now. If I think of some before the hearing  
19 is over, I'll chime back in.

20 MR. DOTTHEIM: Oh, and --

21 JUDGE JORDAN: Staff Counsel, you'll  
22 need to speak into the microphone.

23 MR. DOTTHEIM: I'm sorry.

24 JUDGE JORDAN: Yes.

25 MR. DOTTHEIM: Earlier, I was

1 searching for, on reliability again, the other  
2 statutory section in addition to 386.611), and what  
3 I was looking for was 393 point -- .130.1, Evergas  
4 Corporation, every electrical corporation shall  
5 furnish and provide such service instrumentalities  
6 and facilities as shall be safe and adequate and in  
7 all respects just and reasonable. So --

8 And, of course, Commissioner Jarrett  
9 pointed out the -- the section for 393.140.

10 COMMISSIONER JARRETT: I guess since  
11 we're debating, I'll chime in some more. You know,  
12 when we talk about safe and adequate service, we  
13 talk about the Missouri customers. This line isn't  
14 going to serve any Missouri customers directly.  
15 It's -- it's a wholesale transmission line.

16 So do we have jurisdiction over a  
17 line that doesn't serve any Missouri customers? I  
18 mean, would that be FERC? FERC determines on those  
19 what is safe and reliable or safe --

20 MR. DOTTHEIM: Well, yes. Yes. You  
21 have the jurisdiction because people are going to  
22 potentially -- well, not just potentially, will be  
23 coming in contact with it, servicing it.

24 In -- in Missouri, even though it's  
25 to -- it's -- it's providing service to the

1 wholesale customers. So, yes, there's a potential  
2 for incidents and events, people to become injured  
3 or -- or fatalities in the state of Missouri  
4 because it is in the State of Missouri.

5 COMMISSIONER JARRETT: I mean, I  
6 guess, ultimately, why I'm asking these questions  
7 is because I want to be comfortable with what this  
8 Commission's jurisdiction is, what is FERC's  
9 jurisdiction because if I wouldn't want to issue a  
10 CCN, something bad happens and it was really FERC's  
11 jurisdiction, but everybody looks at us and says,  
12 It's your fault because you issued them a CCN and  
13 they did something that we have no jurisdiction  
14 over, and yet we -- we get the blame here in  
15 Missouri for that.

16 That's -- that's really kind of the  
17 purpose of my -- I don't -- I don't know what the  
18 answer is to that. I'm just -- I'm just trying to,  
19 in my mind, think of what our jurisdiction is  
20 versus what's FERC's jurisdiction so that we don't  
21 get blamed for something that's not within our  
22 jurisdiction.

23 MR. DOTTHEIM: Well, I -- I think if  
24 -- if you go -- if you go to the -- the definition  
25 of 386. 020, if you go to the definition of

1 electric plant, you will find transmission in -- in  
2 the definition in that section twice. Electric  
3 plant includes all real estate, fixtures and  
4 personal property operated, controlled, owned, used  
5 or to be use or in connection with or to facilitate  
6 the generation, transmission, and then transmission  
7 appears on the very last line.

8 It refers to materials, apparatus or  
9 property for containing, holding or carrying  
10 conductors used or to be used for the transmission  
11 of electricity for light, heat or power.

12 COMMISSIONER JARRETT: Okay. Well,  
13 I'll continue to think about it. So I don't know  
14 if I've got it clear in my mind yet.

15 MR. ZOBRIST: Commissioner, I might  
16 just say a couple other things. As Mr. Dottheim  
17 pointed out, and I think we've all pointed out,  
18 there's clear authority under Missouri statutes for  
19 the State's jurisdiction and maintaining its  
20 standards and things like that.

21 At the same time, the Southwest Power  
22 Pool, as the RTO, is -- in reviewing all these  
23 projects from the time to time and the Missouri  
24 Commission is the one of the members of the ROC,  
25 the FERC standards have to be followed. The

1 standards imposed by the various reliability  
2 organizations have to be followed.

3           So, I mean, if something goes bump in  
4 the night, I think there are going to be multiple  
5 jurisdictions involved depending upon the issue. I  
6 mean, I know whenever the black-out occurred in I  
7 think it was 2003, a lot of folks were there, but  
8 the Ohio Commission was involved. But because  
9 there was an issue with the transmission problem,  
10 they were looking at, you know, the RTOs and FERC  
11 and things like that.

12           So I guess it would depend on -- on  
13 what the accident was. But I think there would be  
14 a lot of folks involving, you know, serious  
15 transmission interruption.

16           COMMISSIONER JARRETT: Okay. Well,  
17 thank you. I appreciate it.

18           JUDGE JORDAN: I went out of order  
19 because Commissioner Jarrett's questions addressed  
20 jurisdiction. And it's not meant as any disrespect  
21 to our Chairman. So I will proceed next to our  
22 Chairman and ask if he has any inquiry of our  
23 parties.

24           CHAIRMAN ROBERT KENNEY: I do. I have  
25 lots of questions.

1 MR. DOTTHEIM: I bet you do.

2 CHAIRMAN ROBERT KENNEY: So -- but a  
3 lot of them have been answered, so hopefully that  
4 will slow things down. Let me just go backwards.

5 Mr. Zobrist, I think if I hear what  
6 you're saying, there's plenty of jurisdictional  
7 blame to go around, the precedent for that already  
8 in our how jurisdictional system is set up with  
9 MERC having reliability jurisdiction and then FERC  
10 having its jurisdiction. There's plenty of  
11 jurisdictional blame to go around?

12 MR. ZOBRIST: Chairman, if I used the  
13 word blame, then I used the wrong word.

14 CHAIRMAN ROBERT KENNEY: You didn't.  
15 That's my word. I'm paraphrasing.

16 MR. ZOBRIST: I was going to say, the  
17 first entity on the line is the company, and  
18 Transource stands ready to perform responsibly or  
19 take the consequences.

20 CHAIRMAN ROBERT KENNEY: And if any of my  
21 questions -- I was unable to be here for opening  
22 statements, so I apologize if any of my questions  
23 are -- are redundant. And if that's already been  
24 answered, you can feel free to tell me that's  
25 already been answered, and I'll look at the tape

1 later on.

2 So with that, there's -- on page 3 of  
3 the agreement, it refers to the novation  
4 agreements. Have we seen those? Are those a part  
5 of this case file?

6 MR. ZOBRIST: No. It requires action  
7 by this Commission for us to begin that process.  
8 And so once these applications are conditionally  
9 approved, then that novation process will be  
10 initiated.

11 CHAIRMAN ROBERT KENNEY: So the  
12 novation process haven't been drafted and  
13 presented? Because, I guess, as I'm reading  
14 through, I'm having -- I'm confused as to the  
15 timing and -- of some of the occurrences.

16 MR. ZOBRIST: I can have Mr. Ives or  
17 Mr. Fridley talk about that. I think these  
18 novation and designation agreements are pretty  
19 standard with SPP because we've had novations occur  
20 in Kansas and Oklahoma, and they've got through the  
21 whole way. But that process would not be initiated  
22 until we finish our jobs here.

23 CHAIRMAN ROBERT KENNEY: So then the  
24 process to seek FERC approval for the acceptance of  
25 the novations, that hasn't gun yet either?

1 MR. ZOBRIST: No. No. And that  
2 would not begin until we have tendered the NTCs  
3 back to SPP. It examines Transource's --  
4 Transource Missouri's credentials. Signatories  
5 then sign that, and that is presented to FERC.

6 CHAIRMAN ROBERT KENNEY: So the  
7 notices to construct have to be handed back to SPP  
8 and SPP re-issues them to Transource? Is that how  
9 it will function?

10 MR. ZOBRIST: Yes.

11 CHAIRMAN ROBERT KENNEY: All right.  
12 So then what's the function of the novation  
13 agreement?

14 MR. ZOBRIST: The novation is, in essence,  
15 a new agreement, and it kind goes back do Contracts  
16 101. Novation is not -- it's not an assignment.  
17 It's not any type of a conveyance.

18 The -- the novation creates a new  
19 agreement between SPP, and in this case, Transource  
20 Missouri. And they are then designated as the  
21 transmission owner, and it goes to FERC for  
22 approval, assuming this is all approved by SPP and  
23 its Board of Directors.

24 CHAIRMAN ROBERT KENNEY: So there's,  
25 in theory, a possibility that SPP could decide not

1 to issue the notices to construct to Transource?

2 MR. ZOBRIST: In theory, yes.

3 CHAIRMAN ROBERT KENNEY: But it's not  
4 likely?

5 MR. ZOBRIST: Not likely.

6 CHAIRMAN ROBERT KENNEY: Okay. And  
7 so Transource won't make application to become a TO  
8 in SPP until it gets the CCN from us; is that  
9 right?

10 MR. ZOBRIST: That's correct.

11 CHAIRMAN ROBERT KENNEY: Okay. And  
12 will Transource have to seek a CCN in each of the  
13 jurisdictions that these lines will cross? So are  
14 you going to -- will Transource seek a CCN in  
15 Nebraska and Kansas and everywhere else?

16 MR. ZOBRIST: Transource Missouri  
17 will only do business in Missouri, and the Sibley  
18 Nebraska City line is the only one that goes out of  
19 state, and that's stopping at the Nebraska  
20 border.

21 So OPPD, Omaha Public Power District,  
22 comes down from their substation, and then will  
23 meet at someplace. But that is not -- the  
24 Transource Missouri portion of that line will not  
25 go into Nebraska.

1 CHAIRMAN ROBERT KENNEY: Okay. So  
2 the only state from which Transource Missouri is  
3 seeking a CCN is in the State of Missouri?

4 MR. ZOBRIST: Correct.

5 CHAIRMAN ROBERT KENNEY: Okay. All  
6 right. Paragraph 8 indicates that Transource will  
7 not pursue projects that are subject to the right  
8 of first refusal. And the right of first refusal  
9 has been eliminated at the Federal level as  
10 mandated by FERC Order 1000. So what's the effect  
11 of paragraph 8?

12 MR. ZOBRIST: I'm going ask Mr. Ives  
13 to talk about that, because what it does is it  
14 keeps the obligation with KCP&L and GMO to do local  
15 reliability projects.

16 CHAIRMAN ROBERT KENNEY: So baseline  
17 reliability projects that are purely local that  
18 aren't subject to any kind of regional cost  
19 sharing?

20 MR. IVES: Yeah. That's right. In  
21 addition to that, the SPP filing for compliance has  
22 -- has a set of projects that are between 100 and  
23 300 KV where they have asked to retain the right of  
24 first refusal on those. FERC hasn't ruled on  
25 whether it's going to accept that or not.

1                   CHAIRMAN ROBERT KENNEY:    Are those  
2    subjects -- are they subject to the highway byway  
3    cost allocation?

4                   MR. IVES:    That would be subject to  
5    the byway, so two-thirds local and one-third  
6    regional.

7                   CHAIRMAN ROBERT KENNEY:    So it does  
8    receive some measure of regional cost sharing?

9                   MR. IVES:    It does.    And that's  
10   41,000 -- and that's for the exception in their  
11   compliance filing.    And FERC just hasn't ruled on  
12   SPP's filing yet.

13                   CHAIRMAN ROBERT KENNEY:    So FERC  
14   Order 1000-A was pretty explicit.    If the project  
15   receives any cautionary means, even if it's  
16   diminimous, the right of first refusal has to be  
17   eliminated?

18                   MR. IVES:    It was.

19                   CHAIRMAN ROBERT KENNEY:    So let's  
20   assume, then, that FERC's going to not grant that  
21   waiver.    What's the effect then of this paragraph?

22                   MR. IVES:    Then you'd be looking  
23   back, like you said, at kind of the local  
24   reliability projects that wouldn't have regional  
25   cost sharing associated with them.    That would just

1 say, In our territory, Transource will make no --  
2 no move to go after any of those projects. It's  
3 not Transource's intent to do non-regional projects  
4 today, but this would just make it very specific  
5 for purposes of this agreement.

6 CHAIRMAN ROBERT KENNEY: Yeah. But  
7 if it's -- I mean, if you don't receive the ruling  
8 at FERC on the SPP filing, then there could be  
9 reliability projects that receive regional  
10 cautionary for which the right of first refusal  
11 would be eliminated that are in KCP&L or GMO's  
12 Certificate of Territory, right?

13 MR. IVES: That's right. There could  
14 be some regional national cost sharing. Those  
15 would be SPP directed subject to regional cost  
16 allocation.

17 CHAIRMAN ROBERT KENNEY: On which  
18 Transource could bid?

19 MR. IVES: Which Transource could bid  
20 under this and consistent with FERC Order 1000, if  
21 that's the way FERC their -- their ruling on SPP's  
22 filing.

23 CHAIRMAN ROBERT KENNEY: I'm assuming that  
24 -- so -- yeah. So assuming they rule the way I  
25 think they're going to rule, not the way you're

1 asking them to rule, then this paragraph will be --

2 I mean, it will be of no import.

3 MR. IVES: No import for anything  
4 that's regionally cost allocated. That would be  
5 right.

6 CHAIRMAN ROBERT KENNEY: Okay. All  
7 right. So is there a way to rephrase that  
8 paragraph so that it accomplishes what you're  
9 intending to accomplish irrespective of how FERC  
10 rules on SPP's compliance filing?

11 MR. IVES: Well, when we talked about  
12 it, and we talked about it, you know, as parties,  
13 the language is in here a few different ways.

14 And where we ended up was, you know,  
15 since we didn't know the outcome of that ruling  
16 yet, that this was the way that would capture what  
17 the final resolution in SPP is so that anything  
18 that's competitive in SPP, Transource would be able  
19 to -- bid on. And anything that's not or is  
20 subject to right of first refusal, then they  
21 wouldn't get in there.

22 CHAIRMAN ROBERT KENNEY: But, I mean,  
23 it's your desire that purely local projects, even  
24 the ones that are ones that are cost shared, it's  
25 your desire that those would be subject to the

1 right of first refusal and Transource wouldn't be  
2 able to? Assuming that SPP doesn't rule the way  
3 you think it's going to rule, it won't effectuate  
4 -- this paragraph won't effectuate that?

5 MR. IVES: Well, that was SPP's  
6 filing. I think Transource was established to  
7 compete in, you know, SPP and MISO and PJM for  
8 anything that -- that was opened to -- to  
9 competition under FERC Order 1000.

10 So -- so the desire would be, you  
11 know, to the extent that -- that it's competitive,  
12 you know, we would like Transource to be the  
13 vehicle to go out and try and win that project,  
14 whether it's in our certificated territory or not  
15 because we believe Transource gives us the best  
16 chance to say competitive even in our local  
17 territory from a cost standpoint, from a  
18 procurement synergy.

19 You know, if it's competitive, that  
20 -- that leaves the door open, you know, for Duke or  
21 anybody else to come in and compete in our -- in  
22 our territory.

23 We would just as soon have our -- our  
24 competitive transmission company, you know, in that  
25 competition if it's available.

1 CHAIRMAN ROBERT KENNEY: Yeah.

2 Mr. Mills, you were going to say something.

3 MR. MILLS: Yeah. And I think it's a lot  
4 -- very similar to what Mr. Ives was going to say.  
5 I think what you're getting at, if we were to -- if  
6 FERC put in a provision like that, we wouldn't be  
7 able to restore the right of first refusal, you'd  
8 just be --

9 MR. IVES: Because of GMO.

10 MR. MILLS: All we would be doing is  
11 locking out one particular competitor.

12 CHAIRMAN ROBERT KENNEY: Okay. I've  
13 got you. So reliability projects will still be the  
14 competitive assuming that FERC rules the way I  
15 think they're going to rule, and this will still  
16 allow them to compete with Duke and everybody else  
17 and ATXI and everybody else?

18 Mr. IVES: True. To the extent that  
19 it's got some component of regional cost already.

20 CHAIRMAN ROBERT KENNEY: Okay. All  
21 right. Paragraph 9, so which seems to maybe -- a  
22 corollary to paragraph 8. KCP&L and GMO will  
23 pursue future transmission projects subject to the  
24 FERC in their respective certificated service  
25 territories.

1                   Does that contemplate that you could  
2     have a situation where KCP&L and GMO are competing  
3     with Transource? Or filed competing proposals?

4                   MR. IVES: No. The intent was to  
5     kind of have these kind of in adverse position. If  
6     it's subject to ROFR, Transource Missouri's out and  
7     KCPL and GMO are participating. So they're meant  
8     to be, you know one's in, one's out.

9                   The only thing I'd add to that is the  
10    last sentence of paragraph 9 was in there, and it  
11    says we may seek a waiver. And that was really  
12    intended to address a situation where, for some  
13    unknown reason, we might not have the financial  
14    wherewithal to -- to do those projects.

15                  Maybe we're under financial  
16    constraints and that could put pressures on us. We  
17    at least wanted to keep the opportunity to come  
18    talk about that with the Commission and ask for a  
19    waiver if it was going to create a hardship in  
20    other areas of our operations. Yes.

21                  CHAIRMAN ROBERT KENNEY: That was  
22    actually my next question. I was going to ask you  
23    to provide examples of good cause because you've  
24    obviously contemplated this, right?

25                  MR. IVES: Yeah. It would be -- the

1 view was it would be financial hardship. You know,  
2 though, if we had -- if we had -- we used the  
3 example when we were talking about folks if we had  
4 issues with our -- our nuclear operating plant and  
5 it was down for an extended period of time and we  
6 were incurring quite a bit of financial hardship  
7 from something like that, we would want to make  
8 sure we wouldn't exacerbate that by immediately  
9 jumping in and taking on another transmission  
10 project at a time when we were financially  
11 constrained.

12 CHAIRMAN ROBERT KENNEY: Were  
13 there --

14 MR. IVES: In general -- in general,  
15 those reliability projects are the ones that you're  
16 going to want to be involved with as a utility  
17 because they have a direct impact on your customers  
18 and on your service to customers.

19 CHAIRMAN ROBERT KENNEY: And you have  
20 MERC responsibilities as well.

21 MR. IVES: Absolutely. So it would  
22 be very rare that -- that you would ever invoke  
23 that cost to seek a waiver. But we just wanted to  
24 make sure that it didn't read like it was a  
25 mandate, you know, regardless of financial

1 condition to move forward with us.

2 CHAIRMAN ROBERT KENNEY: So the good  
3 cause in that circumstance contemplates some type  
4 of financial need. Did you guys discuss specifying  
5 that the good cause specifically contemplates  
6 financial need?

7 MR. IVES: We talked about that in --  
8 in the discussions. And we had difficulty figuring  
9 out how to specifically define some sort of  
10 financial flexibility on financial need because you  
11 could -- could run a number of fronts that have  
12 been impacted by -- by any number of future  
13 circumstances.

14 CHAIRMAN ROBERT KENNEY: Because good  
15 cause is so subjective and I -- it can lead to  
16 disputes later on, right?

17 MR. IVES: But we would -- we would  
18 be coming before the Commission to seek that, so we  
19 would all have to come and there would be parties  
20 that if they did not believe it was good cause  
21 would be here to share that information with you,  
22 I'm sure.

23 CHAIRMAN ROBERT KENNEY: But it may  
24 not be me.

25 MR. DOTTHEIM: And the Commission can

1 decide good cause. But is there a need to swear in  
2 Mr. Ives?

3 CHAIRMAN ROBERT KENNEY: Oh, I don't  
4 know. Yeah. I don't know.

5 JUDGE JORDAN: Objections not raised  
6 or waived.

7 MR. ZOBRIST: I was going to say --

8 JUDGE JORDAN: I'm taking that -- I'm taking  
9 that as a suggestion that Mr. Ives be called to the  
10 stand and sworn in. And I can certainly do that.

11 CHAIRMAN ROBERT KENNEY: I don't have  
12 any -- that's fine with me. It's --

13 MR. ZOBRIST: Well, I just -- we've  
14 kind of gone the gamut here over the last 15 years  
15 where Commissioners want on a Stipulation like this  
16 folks in the witness stand sworn. And sometimes,  
17 you know, folks can stay here and talk.

18 And I -- we just want to be  
19 comfortable that we're creating a record that  
20 supports the Commission. And if Mr. Ives to be  
21 sworn retroactively, we have no objection. But,  
22 otherwise, we're certainly comfortable with all  
23 these witnesses who have provided sworn testimony  
24 to respond to questions.

25 CHAIRMAN ROBERT KENNEY: I think that

1 you guys have got to decide how you want to make a  
2 record. Don't look at me. It's whatever you guys  
3 want to do.

4 JUDGE JORDAN: I -- I see Staff  
5 Counsel nodding.

6 CHAIRMAN ROBERT KENNEY: It can't  
7 hurt.

8 MR. DOTTHEIM: Yeah. Why don't we  
9 swear in Mr. Ives?

10 JUDGE JORDAN: Let's do that.  
11 Mr. Ives, I will swear you in where you are sitting  
12 if no one objects.

13 MR. IVES: Okay.

14 JUDGE JORDAN: And you may testify  
15 from there if no one objects.

16 MR. MILLS: I have no objection to  
17 the seating arrangements.

18 JUDGE JORDAN: All right. Hearing no  
19 objection, please raise your right hand.

20 DARRIN IVES,  
21 being first duly sworn to testify the truth, the whole  
22 truth, and nothing but the truth, testified as follows:

23 JUDGE JORDAN: Thank you.

24 MR. ZOBRIST: May inquire of my  
25 witness, just briefly, Judge?

1 JUDGE JORDAN: You may.

2 MR. ZOBRIST: Mr. Ives, you were  
3 asked a series of questions by Chairman Kenney and  
4 perhaps by another Commissioner. I'm not sure.  
5 But do you recall those questions?

6 MR. IVES: I do.

7 MR. ZOBRIST: And do you recall the  
8 answers that you gave?

9 MR. IVES: I do.

10 MR. ZOBRIST: And were your answers  
11 true and correct as if -- and given as if you had  
12 been previously sworn?

13 MR. IVES: They were.

14 MR. ZOBRIST: Thank you, Judge.

15 JUDGE JORDAN: You're entirely  
16 welcome. Commissioner?

17 CHAIRMAN ROBERT KENNEY: All right.

18 JUDGE JORDAN: Mr. Chairman?

19 CHAIRMAN ROBERT KENNEY: Paragraphs  
20 11 and 12. It seems that this discusses waivers  
21 from our affiliate transaction rule. I'm not  
22 really sure what's being accomplished with these  
23 paragraphs. So what's the effect of the waivers  
24 that are contemplated by paragraph 11?

25 MR. MILLS: Judge, in a very high

1 level -- the affiliate transaction rules don't have  
2 this 20 percent bump. They talk about, you know,  
3 the higher of cost of market.

4 And for these limited duration times  
5 that are discussed in paragraphs 11 and 12, we  
6 determined that it would not necessarily be cost  
7 effective to actually do a market study to figure  
8 out what the value of those services and goods is,  
9 and that we will instead use a proxy of 20 percent  
10 markup. And that's the extent of the waiver of the  
11 affiliate transaction rule is to not have to figure  
12 out what the cost -- the differential between cost  
13 of market is but rather to use a 20 percent markup.

14 CHAIRMAN ROBERT KENNEY: How was that  
15 arrived at?

16 MR. MILLS: By negotiation.

17 CHAIRMAN ROBERT KENNEY: Okay. All  
18 right. So then in this paragraph 12, I guess it's  
19 a similar question, and maybe you've already  
20 answered it. But it asks for a waiver to the  
21 extent necessary to allow KCP&L to use the 20  
22 percent markup of the fully distributed -- fully  
23 distributed cost of methodology in lieu of fair  
24 market value.

25 It's -- I guess my question is why is

1 it -- I guess your answer is the same, so to avoid  
2 having to do a market study?

3 MR. MILLS: That's -- yes.

4 CHAIRMAN ROBERT KENNEY: For  
5 simplicity sake?

6 MR. MILLS: Yes.

7 MR. IVES: Mr. Chairman?

8 CHAIRMAN ROBERT KENNEY: Yes.

9 MR. IVES: I might add that 11 --  
10 there is a waiver in 11, and it's for construction  
11 services that are being done on the line post  
12 transfer to Transource up until the line goes in  
13 service. So on the long line, the lines projected  
14 to go in service in 2017.

15 And that's because we've got a  
16 construction team in place today and folks that are  
17 out doing the outreach. And that same group is  
18 going to continue to do that work of KCPL  
19 representatives through in-service.

20 So 11 really is a waiver to apply  
21 those services to Transource during the remainder  
22 of that construction period.

23 CHAIRMAN ROBERT KENNEY: Okay.

24 MR. IVES: 12 is, as Mr. Mills said,  
25 addressing specifically requesting the 20 percent

1 of markup.

2 MR. MILLS: And, for the record, I  
3 believe I misspoke because 11 is different from 12.  
4 The 20 percent that I was talking about is in 12  
5 rather than 11.

6 CHAIRMAN ROBERT KENNEY: So 11 just  
7 allows for the continued efficiency of allowing  
8 KCP&L to continue what it's already doing as  
9 opposed to going out and having a new construction  
10 plan management company do it or something?

11 MR. IVES: That's correct.

12 CHAIRMAN ROBERT KENNEY: Okay. All  
13 right. Can I refer you back to 5 and 6? Because I  
14 think there's maybe some relationship with  
15 paragraph -- relationship between paragraphs 5 and  
16 6 and paragraphs 11 and 12.

17 And I'll just admit, I don't  
18 understand what's trying to be effectuated by those  
19 paragraphs, and maybe somebody can explain it to  
20 me.

21 MR. IVES: I'll take a cut at it.  
22 And I'm sure people will correct me if I'm wrong.  
23 But paragraph 5 is specifically talking about the  
24 costs that were incurring on the projects up until  
25 the transfer of the projects that would come after

1 Commission ruling here.

2 CHAIRMAN ROBERT KENNEY: You're  
3 talking about meaning KCPL and GMO?

4 MR. IVES: Yeah. KCPL and GMO are  
5 incurring those costs on the projects, and they're  
6 having it as fully distributed costs and they're in  
7 construction work in progress today, so there would  
8 be APBC and capitalized property taxes, things like  
9 that on those.

10 What 5 is really saying is a -- that  
11 we're going to get compensated for all that fully  
12 distributed cost, all that accrued APBC, all the  
13 capitalized property tax by Transource at the time  
14 of transfer.

15 CHAIRMAN ROBERT KENNEY: Okay.

16 MR. IVES: So that's 5. And 6 really  
17 addresses what's termed non-project costs, so it's  
18 costs that have been incurred in -- to development  
19 of -- of Transource Missouri and, you know, coming  
20 in front of Missouri and making filings and -- and  
21 doing things to get this company going and get the  
22 approvals that we need to go.

23 And what -- what 6 says is that those  
24 costs should be -- should be dealt with in  
25 accordance with the affiliate transaction rule to

1 the higher of fully distributed costs or fair  
2 market value in that we can use the 20 percent  
3 markup as -- as per the negotiation to -- to use  
4 that for market.

5 CHAIRMAN ROBERT KENNEY: So the  
6 non-project -- non-project goods and services, the  
7 cost of this proceedings?

8 MR. IVES: Well, this and the  
9 development of the agreement underlying our  
10 arrangements with AEP and forming Transource and  
11 kind of the initial development with the costs.

12 CHAIRMAN ROBERT KENNEY: Forming an  
13 entity.

14 MR. IVES: Kind of initial development of  
15 corporate costs. The only other thing I would add  
16 to that is, you know, we do have -- we do have an  
17 employee, a witness, Todd Fridley, who is -- he's a  
18 VP of Transource, so he has time that is chargeable  
19 to Transource. He would be in that non-project  
20 bucket as well to the extent that he's not doing  
21 something specific for these two lines that we're  
22 discussing.

23 CHAIRMAN ROBERT KENNEY: And am I  
24 correct that somewhere else -- and I can't remember  
25 where I read it -- there's a cost allocation manual

1 that will need to be approved prior to those costs  
2 being allocated and distributed? Is that right?

3 MR. DOTTHEIM: Paragraph 13.

4 CHAIRMAN ROBERT KENNEY: Okay. Well,  
5 that's the logical place for it right after 11 and  
6 12. So when will that be provided? When will the  
7 cost allocation manual be provided?

8 MR. IVES: Well, under the agreement,  
9 we agreed to file it before we are providing --  
10 providing these services to Transource post the  
11 transfer. So -- so we're here -- you guys will  
12 make the determination, hopefully give your  
13 approval for the transfer.

14 Then we've got to go through the SPP  
15 process that Mr. Zobrist talked about, get FERC  
16 approval. That puts us around the first part of  
17 2014 if the timeline holds for having everything  
18 wrapped up, all the conditions met and being ready  
19 to consider that final transfer to -- to  
20 Transource. So we would need to have it on file  
21 with the Commission for approval before that date.

22 CHAIRMAN ROBERT KENNEY: So there  
23 will be another proceeding before this Commission  
24 at that point?

25 MR. IVES: In order to file for

1 approval for that, yes.

2 CHAIRMAN ROBERT KENNEY: Okay.

3 MR. IVES: There were a couple other  
4 provisions in here that we talked about earlier  
5 that may come back before the Commission.

6 One was certainly the conditional  
7 approval and the determinations that the  
8 Commissions will make after the final route is  
9 selected for the Sibley Nebraska City line.

10 CHAIRMAN ROBERT KENNEY: That's  
11 paragraph 27, right?

12 MR. IVES: Yes.

13 CHAIRMAN ROBERT KENNEY: I've got  
14 questions about that, too.

15 MR. IVES: I'm jumping ahead then.

16 CHAIRMAN ROBERT KENNEY: No. That's  
17 a good segway. That's -- you're answering my  
18 questions. This is flowing well. So paragraph 27,  
19 and you touched on this a little bit with  
20 Commissioner Jarrett.

21 Are there any -- what happens if the  
22 final route, we decide it's not in the public  
23 interest or that it's detrimental? Are there  
24 dangers in granting a CCN without the final  
25 specific route being determined?

1 MR. ZOBRIST: No, there are not.  
2 Missouri is not a siting state. You don't have  
3 siting authority under law, but you have to  
4 determine that it's in the public interest. Again,  
5 it was compromised by the parties in the interest  
6 to make certain that Transource Missouri and GMO  
7 and KCP&L were communicating with land owners in an  
8 open and transparent way.

9 The -- I think the short answer to  
10 your question is no, it's not contingent literally  
11 on the final route. To the extent that there are  
12 public interest questions raised, we hope this  
13 process leads to them being developed and they'll  
14 be comfortable with it and that you'll find that  
15 the conditions can be lifted sometime hopefully  
16 later this year.

17 CHAIRMAN ROBERT KENNEY: I said right  
18 when you said we don't have siting authority. I  
19 don't want to leave the impression that I was  
20 agreeing with you that we don't have siting  
21 authority because that may or may not be a question  
22 in another litigation. So I just wants to -- I  
23 don't want to -- or my words to be misconstrued in  
24 other litigation.

25 MR. ZOBRIST: I understand.

1 JUDGE JORDAN: That's fine.

2 CHAIRMAN ROBERT KENNEY: And then  
3 paragraph 26, I think we've actually already gone  
4 through this about when the other conditions would  
5 be met, so I think I've gotten my questions  
6 answered about that. All right. I don't have any  
7 other questions. Thank you.

8 JUDGE JORDAN: Commissioner Stoll?

9 COMMISSIONER STOLL: Okay.  
10 Fortunately or unfortunately, most of my questions  
11 have been answered. I would like to ask -- let's  
12 see.

13 I -- one of my questions involved  
14 page 8 and some of the waivers. But I think that  
15 has been explained to my satisfaction. Basically,  
16 It's because of the issue of the fair market value  
17 and -- and that.

18 And so I guess, Mr. Mills, you feel  
19 that is in the public interest to -- to approve  
20 that methodology?

21 MR. MILLS: The -- the -- the -- the  
22 waivers that we're talking about here are -- are --  
23 are generally short-lived and -- and have  
24 specifically to do with these projects.

25 The companies will be filing for a CAM to

1 have a -- a more formal and -- and Commission  
2 approved practice for cost allocation in the  
3 future.

4 COMMISSIONER STOLL: Okay. And I  
5 think that would be the second part of my question.  
6 So the -- the CAM -- could you explain to me how  
7 that allocates cost? It would allocate costs that  
8 are, what, incurred by the company, incurred by  
9 Transource? And who --

10 MR. MILLS: The -- yeah. KCPL and  
11 GMO have -- have CAMs now because they have -- they  
12 have common costs and they're cost allocated, both  
13 down from the parent company and costs that KCP&L  
14 provides, I believe, directly to GMO.

15 But what we're talking about here is  
16 a revised CAM that essentially puts Transource  
17 Missouri as a -- as an affiliate into the mix. And  
18 so the CAM would describe the practice for how  
19 costs are captured in the first instance by each of  
20 the affiliates and as well as how they are charged  
21 and shared among the affiliates. And -- does that  
22 answer your question?

23 COMMISSIONER STOLL: I think it does.  
24 So when the Commission sees this, then, Staff will  
25 examine those and determine if they agree with the

1 -- th way they're allocated, I guess?

2 MR. MILLS: There are -- there are  
3 cases pending now, and one that I'm aware of is for  
4 the Empire District Electric Company and Empire  
5 District Gas Company and, I believe, the Empire  
6 District Water Company.

7 I think there is a pending case  
8 before the Commission to approve a CAM for those  
9 entities so that the -- the cost allocation manual  
10 approval process is not something that's unique to  
11 this agreement.

12 COMMISSIONER STOLL: Yeah. Each --  
13 each company just has its specific CAM. And so  
14 Empire Electric would have theirs and so on?

15 MR. MILLS: Right. Of course, the  
16 Commission does have affiliate transaction rules  
17 that the specific CAMs are -- are sort of taken to  
18 the next level of detail.

19 COMMISSIONER STOLL: Okay. I --  
20 actually, I think that's it. The other questions  
21 were answered. Thank you.

22 JUDGE JORDAN: Commissioner Kenney  
23 has transmitted some inquiries to me, and some of  
24 them overlap with mine. So I'm going to make a few  
25 questions for the parties as following:

1           And my first one is going to go to the  
2 nature of the document, the Stipulation and  
3 Agreement as filed. I see in its -- provides that  
4 the Commission certainly has jurisdiction to act --  
5 to enact by order. I see some other provisions  
6 that seem to constitute agreements between the  
7 parties.

8           For example, how certain amounts will be  
9 treated in rate-making cases that haven't been  
10 filed yet. Do I -- do I take it that the parties  
11 are looking that the more -- the latter example  
12 more as a consent order?

13           Because I can't see how the  
14 Commission would before the case is filed make a  
15 determination on how it's going to treat certain  
16 amounts. Did I read that correctly?

17           MR. ZOBRIST: Your Honor, I think  
18 that's correct. I wouldn't say Consent Order, but  
19 there is an agreement among the parties. And so,  
20 for example, -- I one of the monetary amounts, this  
21 is something that is, you know, to be placed in a  
22 regulatory liability account, and will come up in  
23 the next rate case that's filed by the companies  
24 and need to be adjustments pursuant to this  
25 agreement.

1                   So if Public Counsel or Staff don't  
2 think that the companies are doing that, then that  
3 will be an issue in the rate case.

4                   JUDGE JORDAN: When I say -- when I  
5 use the term Consent Order, I mean a  
6 memorialization, the parties terms rather than  
7 something that the Commission can directly order.  
8 Does that change your answer or anybody else's?

9                   MR. ZOBRIST: Not mine.

10                  MR. MILLS: I don't think it does,  
11 although certainly there are -- there are many  
12 Commission orders that are approved stipulation and  
13 agreements that not only approve the stipulations  
14 and agreements, but also order the parties to  
15 comply with the terms thereof.

16                  And that may change it from a -- a  
17 little bit from the description that you just gave  
18 of what you mean by Consent Order.

19                  JUDGE JORDAN: Okay. That -- that  
20 answers my inquiry. Anything else on that topic?  
21 Okay. Okay. I had some -- there's a -- an inquiry  
22 as to the scope of the Commission's jurisdiction  
23 following up on some of Commissioner Jarrett's  
24 inquiries.

25                  I believe the answer was the

1 Commission either by itself or at least  
2 concurrently with the Federal Government retains  
3 jurisdiction over safety adequacy reliability in  
4 some measure of these lines.

5 My inquiry, my follow-up here is as  
6 to financial issues, financial safety. Do I take  
7 it that the parties discussion includes the  
8 financial soundness of the entities involved here?

9 MR. ZOBRIST: I could say that's  
10 correct.

11 MR. DOTTHEIM: Yes.

12 JUDGE JORDAN: Okay. I'm seeing nods  
13 and --

14 MR. DOTTHEIM: Yes.

15 MR. MILLS: Yes. With respect to the  
16 grant of a Certificate of Convenience and  
17 Necessity, the parties -- at least -- I can't speak  
18 for all the parties, but for myself, I'm mindful of  
19 the five items that Mr. Zobrist laid out in his --  
20 in his opening statement that the Commission  
21 traditionally applies to questions of -- of  
22 convenience and necessity.

23 And then one of them is the financial  
24 fitness of the Applicant. So I think we -- I think  
25 we implicitly have agreed that by requesting the

1 Commission grant a conditional CCN that we believe  
2 that the Applicant is financially capable of  
3 performing these projects.

4 JUDGE JORDAN: Okay.

5 MR. DOTTHEIM: Staff, also, yes.

6 JUDGE JORDAN: Staff agrees?

7 MR. DOTTHEIM: Yes. And I think --  
8 yes.

9 JUDGE JORDAN: Thank you. Thank you.  
10 By extension, the matter on pages 10 and 11 in  
11 paragraphs 20 and 23 discuss the examination of  
12 financial information.

13 I take it the parties agree that  
14 should the Commission find something there that it  
15 believes is detrimental to the public, it would  
16 have powers to do something about that, bring an  
17 action against the parties should that happen?

18 MR. DOTTHEIM: Yeah.

19 MR. ZOBRIST: You mean if a  
20 detrimental development is revealed in an audit?

21 JUDGE JORDAN: Yes.

22 MR. ZOBRIST: I think that's fair to  
23 say.

24 MR. DOTTHEIM: Yes.

25 MR. MILLS: Very good. Very good.

1 JUDGE JORDAN: Since this is kind of  
2 a new company and this is probably not a realistic  
3 scenario, but suppose -- just suppose that this  
4 newly formed entity should experience some  
5 financial difficulty and the project is never  
6 completed, the project is never transferred.

7 Just say the project is never completed.  
8 What are the Commission's remedies on behalf of the  
9 ratepayers?

10 MR. ZOBRIST: Well, I'm not certain  
11 because it's our view that this Commission doesn't  
12 have rate-making authority over Transource  
13 Missouri, that we would be looking at the SPP  
14 tariff.

15 I believe that there are provisions  
16 and attachments to its tariff that relate to  
17 cancellation of projects and recovery of prudently  
18 incurred funds and things of that nature.

19 I would imagine that if ever occurs,  
20 and it hasn't, this Commission and other  
21 Commissions would be prominent parties in however  
22 -- in whatever proceeding that takes place.

23 MR. DOTTHEIM: I -- I think that's  
24 something to be determined.

25 JUDGE JORDAN: Okay.

1 MR. DOTTHEIM: Yeah. I -- I -- I --  
2 I -- I -- I think that that is an open question. I  
3 -- I think -- I don't know if Mr. Zobrist is -- is  
4 indicating -- I think he's maybe indicating maybe  
5 he'd be more specific that that is something that  
6 might be addressed at the -- at the FERC.

7 With -- with -- without knowing more,  
8 at this time, I would not be willing to say that it  
9 is something that would not also be addressed at  
10 the Missouri Public Service Commission.

11 JUDGE JORDAN: Thank you. Office of  
12 Public Counsel, any reflections on the recourse  
13 that might happen under the scenario that I've  
14 outlined?

15 MR. MILLS: Well, I think I agree  
16 with Mr. Dottheim. I don't know that FERC would be  
17 the only place at which this issue would arise.

18 If, for example, there is a rate case  
19 in which GMO is attempting to pass through charges  
20 to its Missouri retail ratepayers that are based on  
21 a -- a canceled transmission project that was never  
22 used and useful, I think I would take the approach  
23 that that is not lawful under Missouri law.

24 You know, ultimately, you might end  
25 up with a Pike County kind of question as to

1 whether that's trapping a Federal charge or not.

2 But I think in the first instance, I would make the  
3 argument that Missouri law does not allow the  
4 company to make those charges.

5 MR. DOTTHEIM: Yeah. I -- I -- there  
6 -- it is -- it is not a mirror image, but there  
7 have been -- well, there's a -- there's at least  
8 the -- it's not transmission plant.

9 But there is the case of -- of the  
10 canceled Callaway II costs that the Commission did  
11 not permit to be recovered. And the Missouri  
12 Supreme Court found that Proposition 1 was not an  
13 appropriate basis for denying those -- those costs,  
14 but found that a proper basis for denying those  
15 costs was that they had been previously collected  
16 through the rates that had been directed by Union  
17 Electric Company through its rate of return because  
18 it was part of a risk that ratepayers were paying  
19 for rate base.

20 It -- there always was a possibility  
21 that with callaway II. But, of course, Callaway II  
22 was a generation facility and not -- not a  
23 transmission plant. So that's -- I -- I don't  
24 believe -- and that can recall previously canceled  
25 the transmission facilities and -- and if there

1 were, it was probably local reliability as opposed  
2 to regional transmission facilities. So --

3 MR. MILLS: And, Judge, one --  
4 one more point with respect to this issue.  
5 Specifically, Paragraphs 1 and 2 make reference to  
6 abandoned plant recovery and an agreement by the  
7 companies not to seek abandoned plant recovery from  
8 Missouri ratepayers.

9 So I think, you know, if we do get to  
10 the unlikely event where there's significant costs  
11 for the plant that is ultimately abandoned, I think  
12 the companies have agreed they will not seek to  
13 recovery from Missouri ratepayers.

14 JUDGE JORDAN: Thank you. I have  
15 just a few more questions that I want to make of  
16 the -- of the parties. And I wanted to follow up  
17 on the siting issue. This may resolve some of my  
18 questions as to the -- the nature of the order that  
19 I am being asked to draft and recommend to the  
20 Commission.

21 As to the issue of siting authority,  
22 if I understand this correctly, KCP&L and GMO build  
23 these lines, this physical, plant and then transfer  
24 all of them, once all the necessary permissions are  
25 in place, to Transource, Missouri. Is that

1 basically it?

2 MR. ZOBRIST: Depends on which line.  
3 We're asking for certain assets and rights-of-way  
4 that they own today in Iatan-Nashua to be  
5 transferred. There is nothing to be transferred to  
6 Sibley Nebraska City.

7 JUDGE JORDAN: I understand that as  
8 regards to this application that there isn't any  
9 Sibley Nebraska City line right now. But I want to  
10 call your attention to page 3 in the middle  
11 paragraph.

12 Now, what this is doing seems to be  
13 reciting the relief requested in the transfer  
14 application. But it does three lines from the  
15 bottom of the paragraph refer to NTCs for both of  
16 the projects.

17 So -- and the Stipulation and  
18 Agreement asks the Commission to grant the relief  
19 set forth in the applications. So it sounds like  
20 the Commission is being asked to approve the  
21 transfer at least of the NTC for the Sibley  
22 Nebraska line.

23 MR. ZOBRIST: Judge, that's been a  
24 point of ever controversy. And we resolved our  
25 differences by having some general language that is

1 acceptable to everybody. Public Counsel has taken  
2 one position. We've taken another position as far  
3 as the NTCs.

4 The NTCs are not transferred.  
5 They're given back, in our view, to SPP. And then  
6 there's the novation. So a new NTC is then given  
7 to Transource. So it's -- it's -- it's the  
8 distinction that is important to us because it's  
9 part of the SPP process.

10 So I don't know if I'm answering your  
11 question about transfers, but we're not seeking the  
12 transfers of the NTC, per se.

13 JUDGE JORDAN: Right. What you're  
14 doing is highlighting my issue, which is what order  
15 am I supposed to draft to recommend to the  
16 Commission?

17 MR. ZOBRIST: And -- and this relates our  
18 assertion in our application. And what -- what we  
19 have come up with is language later on in the  
20 document that talks about novation in transfer of  
21 the cost of the projects.

22 So we believe that an order simply needs  
23 to grant, you know, the transfers that we've asked  
24 for. We've agreed with Public Counsel and Staff on  
25 certain payments and certain waivers of other

1 things. But the only transfer that needs to be  
2 granted is in regard to the -- the assets and the  
3 associated real estate.

4 JUDGE JORDAN: Okay. I -- I don't want to  
5 quibble with you, but I appreciate that  
6 clarification. Staff Counsel, you had something?  
7 And I'm certainly not trying to be obstructive.  
8 I'm just trying to read the document.

9 MR. MILLS: And, Judge, I don't want  
10 to talk when they're not listening, but I think if  
11 you read farther along in that same sentence, the  
12 same sentence in the middle paragraph on page 3  
13 talks about finding that no approval is required or  
14 express no exception or approve the transfer.

15 MR. DOTTHEIM: Right.

16 JUDGE JORDAN: That anticipates my  
17 very next question, Counselor, which is which one  
18 should we do?

19 MR. DOTTHEIM: Well -- well -- well,  
20 Judge, I -- I -- I think, frankly, what we need to  
21 be directing you to is -- is -- is not -- or I  
22 think we need to have a caucus amongst the -- the  
23 signatories is possibly not -- not directing you to  
24 the ample occasions themselves, but to the terms of  
25 the -- the Stipulation and -- and Agreement which

1 are -- which are the latter provisions of -- of --  
2 of the document that we filed.

3 JUDGE JORDAN: Okay. Well, the  
4 document I filed at page 4 --

5 Mr. DOTTHEIM: On 4.

6 JUDGE JORDAN: -- in the first  
7 sentence of Section 2 stipulation says, The  
8 signatories agree that the Commission should grant  
9 the relief requested.

10 MR. DOTTHEIM: Well, as conditioned  
11 -- I think we're referring to it as conditioned by  
12 the Stipulation and Agreement. So I'm looking back  
13 more on like pages -- when you go back to page 11.

14 MR. ZOBRIST: I think, Judge, if you  
15 look at -- and I agree with Mr. Dottheim -- Section  
16 G and, particularly, paragraphs 25, 26 and 27, that  
17 gets to the citing point.

18 But then you are asking about  
19 transfer. And what I think we're saying is that  
20 it's the conditional transfer that the Stipulation  
21 requests that the Commission grant.

22 JUDGE JORDAN: Okay. I -- Public  
23 Counsel?

24 MR. MILLS: Well, Judge, I think, you  
25 know, structurally, the way the document is laid

1 out, the paragraph that we were talking about on  
2 page 3 as well as paragraphs 25 and 26, are  
3 essentially recitations of what the company asked  
4 for.

5 JUDGE JORDAN: Right.

6 MR. MILLS: Paragraph 27 is  
7 essentially what the parties are recommending that  
8 the Commission do with those applications.

9 JUDGE JORDAN: Okay. And I'd have  
10 taken the document for that other than for the --  
11 but for the references that say, Please grant the  
12 relief asked in the application. So --

13 MR. MILLS: I don't -- I don't know  
14 where that reference was.

15 JUDGE JORDAN: I'll cite it again.  
16 Let's see. There were a couple. You know, on page  
17 4, the first paragraph of section Roman Numeral 2  
18 refers to the relief requested in the CCN.

19 MR. MILLS: Right. But it concludes  
20 with the phrase, Subject to the following  
21 conditions, which is all the subsequent paragraphs,  
22 1 through 45 of this agreement.

23 JUDGE JORDAN: Right. Okay.

24 MR. ZOBRIST: So the Stipulation does  
25 not require or request the Commission to make any

1 particular findings on the NTCs, for example.

2 Simply that the transfer -- that the conditional  
3 transfer should be granted.

4 JUDGE JORDAN: Okay. I'm not trying  
5 to be difficult. I'm just trying to understand  
6 what kind of order the parties want.

7 MR. ZOBRIST: Well --

8 JUDGE JORDAN: Two notices -- two  
9 Notices to Construct. Do the parties want the  
10 Commission to do anything with regard to those?

11 MR. ZOBRIST: The Commission calls  
12 for -- pardon me. The Stipulation does not require  
13 the Commission to do so. At least in the  
14 Applicant's view, you do not need to address it.

15 JUDGE JORDAN: Okay. Well, okay.  
16 That's a very straightforward answer. I appreciate  
17 that. Staff Counsel?

18 MR. DOTTHEIM: Again, your question?

19 JUDGE JORDAN: Two notices to  
20 construct. Are the parties asking that the  
21 Commission do anything with regard to those?

22 MR. DOTTHEIM: And, Mr. Zobrist, your  
23 answer was?

24 MR. ZOBRIST: We are not asking the  
25 Commission to do anything. And so, therefore, it

1 need not address the issue of the NTCs.

2 MR. DOTTHEIM: Correct.

3 JUDGE JORDAN: Public Counsel?

4 MR. MILLS: From Public Counsel's  
5 perspective, the parties -- the signatories are not  
6 asking the Commission to issue an order with  
7 respect to the NTCs.

8 JUDGE JORDAN: Thank you. Very  
9 helpful. Oh, getting back to the issue of siting  
10 authority and routes and things like that, do I  
11 understand, basically, that when you say Missouri  
12 is not a siting state, I think -- I think you may  
13 be referring, and feel free to correct me if I'm  
14 wrong, the idea that Kansas City Power & Light and  
15 GMO both have certificates to serve certain --  
16 certain services territories, they may build wires  
17 anywhere within that territory without coming to  
18 the Commission for permission; is that correct?

19 MR. ZOBRIST: Correct. And -- and  
20 supported by the power of eminent domain which are  
21 given to electrical corporations, that's correct.

22 JUDGE JORDAN: Okay. Well, that may  
23 address a lot of my issue as to the conditioning of  
24 this, because I'm just worried about granting --  
25 drafting an order that grants an application

1 conditioned on something that's really more like an  
2 element of the application like where is this line  
3 going to go.

4 MR. ZOBRIST: Well, and I know -- oh,  
5 let me -- let me say that the company's view is  
6 that we have compromised on perhaps different views  
7 of siting authority through the -- the agreements  
8 in paragraph 27 and 28 and 29 to provide additional  
9 information to allow the Commission to develop a  
10 process with input from the parties that we can  
11 agree or disagree on as far as we -- how we get to  
12 that public interest because I think that's the  
13 view that -- the applicants have met the -- all the  
14 four criteria.

15 You've got this fifth criteria of  
16 public interest. Mr. Mills says we think there's a  
17 public interest as far as land owners and their  
18 view in the final route, and there should be a  
19 process. And we agreed the process will be  
20 governed by these paragraphs 27, 28 and 29.

21 MR. MILLS: And, Judge, with respect  
22 to the -- to the question of siting authority,  
23 don't disagree with -- with Mr. Zobrist that, in  
24 general, it's in an already certificated area. The  
25 company has broad authority to determine where to

1 put power lines.

2 JUDGE JORDAN: Right.

3 MR. MILLS: But with respect to a new  
4 certificate, and in this instance, which is going  
5 to be a line certificate, the Commission, in order  
6 to determine whether that particular line  
7 certificate is in the public interest needs to know  
8 where the line is.

9 And so while the Commission can't  
10 say, You must put it here, the Commission can say,  
11 If you put it there, it won't be in the public  
12 interest. And that pretty quickly begins to look  
13 like a de facto siting authority.

14 Mr. DOTTHEIM: Yeah. And the Staff  
15 would -- would -- would concur with -- with that.

16 JUDGE JORDAN: I think I understand  
17 that this document leaves open the issue of on the  
18 route, the siting and acknowledges that while the  
19 Commission doesn't pick the real estate, as the  
20 parties see it, that could be an issue in the  
21 public interest that is a specific route the  
22 Commission might find is a detriment to the public  
23 interest.

24 MR. MILLS: Correct.

25 MR. DOTTHEIM: Yes. Yeah.

1 JUDGE JORDAN: Okay.

2 MR. DOTTHEIM: That's -- the  
3 company's original filing was -- is the two line  
4 certificates. It's -- it's -- it is -- it is not  
5 for an area certificate. It's not for a service  
6 territory. It is for two lines certificate.

7 JUDGE JORDAN: Okay. Does Counsel  
8 have anything more to add before I move on?

9 MR. ZOBRIST: No. Not unless there  
10 are any -- unless we've left a question hanging.

11 JUDGE JORDAN: I -- I appreciate the  
12 parties indulgence in that. And I have just one  
13 more issue, and it gets back to the issue of  
14 granting the relief that's sought in the CCN  
15 application.

16 And that has to do with the bottom of  
17 page 3 granting the waivers from the reporting  
18 requirements. I don't -- and the two regulations  
19 mentioned, I didn't see anything modifying that,  
20 so, I mean, as the affiliate transaction rule  
21 waiver request was modified, I didn't see anything  
22 modifying those two, so I guess the request for  
23 those waivers is still on?

24 MR. ZOBRIST: I believe that's  
25 correct.

1 JUDGE JORDAN: Okay. Staff?

2 MR. DOTTHEIM: Well --

3 MR. ZOBRIST: Well, I believe those  
4 -- subject to check, I believe those waivers have  
5 been granted, for example, in the, you know, ITC  
6 line, the former Interstate Power and Light line  
7 that runs through northeast Missouri.

8 I mean, I think these are things like  
9 depreciation studies that you don't have for  
10 wholesale operations.

11 JUDGE JORDAN: Right.

12 MR. ZOBRIST: But I don't -- I don't  
13 remember us having a lot of discussion about that.

14 MR. DOTTHEIM: Well, it -- it -- I --  
15 I must answer this in -- in response, though, to --  
16 to one of Commissioner Jarrett's questions.

17 And it -- if my memory serves me,  
18 frankly, even -- even though the -- the Staff has  
19 agreed to this, if my memory serves me correctly,  
20 the -- the 4 CSR 240-340.190 is -- includes reports  
21 on incidents and -- and events, which means safety.

22 So -- so the -- the Commissioner  
23 Jarrett's concern in particular regarding --  
24 regarding safety would -- would -- would come into  
25 play with -- with 4 CSR 240-240.190.

1           The other things involved with --  
2 with -- with 4 CSR 240-3.190 have to do with fuel,  
3 which -- which deal with -- with generation.

4           Now, if -- if Transource has no  
5 generation, it seemingly would make no point or  
6 have no point for -- for Transource to -- to  
7 provide any of the -- any of the information.  
8 relating to -- to tripping of generating facilities  
9 or -- or -- or fuel supplies or -- or -- or what  
10 have you.

11           But as far as concerns related to  
12 safety, incidents in -- in -- involving safety  
13 matters, injuries or fatalities would -- would --  
14 would -- would be something in retrospect now.

15           And I apologize to the Commission,  
16 and I apologize to the company if -- if -- if -- if  
17 it's something that would -- would be of concern to  
18 -- to -- to the Commission.

19           MR. MILLS: I agree with Mr. Zobrist  
20 that I don't think we talked about this a lot. And  
21 I agree with Mr. Dottheim that perhaps we should  
22 have. So I think there -- there certainly are no  
23 other provisions in this document where the parties  
24 explicitly agree to those waivers.

25           And I don't think -- I don't think

1 those specific CSR sections are referred to again  
2 in the document. So --

3 JUDGE JORDAN: Is that something that  
4 the parties would like to caucus about and perhaps  
5 get back to the Commission with a later filing?

6 MR. ZOBRIST: Well, I'm certainly  
7 willing to do that. I mean, this is related to  
8 reporting findings. I don't think this alters the  
9 Commission's jurisdiction that I -- I had a  
10 discussion with Commissioner Jarrett about.

11 Certainly, I mean, given all the  
12 other reporting requirements that are embodied in  
13 the Stipulation, we'd be glad to take a look at it.

14 JUDGE JORDAN: Okay. Thank you very  
15 much for walking me through this. That's helped my  
16 understanding. We had discussed on Friday deadline  
17 for the filing of further information regarding  
18 political subdivisions, and that's -- my inquiry  
19 was not directed to the thoroughness of the  
20 Applicant's research, but rather to the  
21 multiplicity special purpose district in this  
22 state.

23 There was another matter, and I think  
24 it may have been regarding documents, that the  
25 Applicants were going to raise at the end of this

1 hearing. But that may have been -- go ahead.

2 MR. DOTTHEIM: Yes. Testimony.

3 The --

4 JUDGE JORDAN: We haven't used any,  
5 so I don't feel the need to mark it just yet. And,  
6 certainly, MIEC has the right to object to the  
7 provision under which these things are coming into  
8 evidence until Friday, so --

9 MR. DOTTHEIM: And -- and you  
10 mentioned that I should at the -- the end of the  
11 proceeding my -- my slide --

12 JUDGE JORDAN: Which we will do --

13 MR. DOTTHEIM: Oh, did you say off the  
14 record?

15 JUDGE JORDAN: Yes, I did.

16 MR. DOTTHEIM: I'm sorry.

17 JUDGE JORDAN: Hay my inquiries  
18 raised any further questions from the Bench? I'm  
19 not hearing anything.

20 Do we have any other matters that we  
21 want to address before we go off the record? I'm  
22 not hearing any. And with that, then, we will  
23 adjourn, and we will go off the record. Thank you.

24 (The proceedings were concluded at 4:50 p.m.  
25 on April 16, 2013.)

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REPORTER'S CERTIFICATE

STATE OF MISSOURI )

) ss.

COUNTY OF OSAGE )

I, Monnie S. Mealy, Certified Shorthand Reporter,  
Certified Court Reporter #0538, and Registered Professional  
Reporter, and Notary Public, within and for the State of  
Missouri, do hereby certify that I was personally present at  
the proceedings as set forth in the caption sheet hereof; that  
I then and there took down in stenotype the proceedings had at  
said time and was thereafter transcribed by me, and is fully  
and accurately set forth in the preceding pages.

IN WITNESS WHEREOF, I have hereunto set my hand and  
seal on April 21, 2013.

\_\_\_\_\_  
Monnie S. Mealy, CSR, CCR #0539  
Registered Professional Reporter

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