

In the Matter of:

The Application of Grain Belt Express Clean Line, LLC, et al.

EA-2016-0358

December 19, 2018



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BEFORE THE PUBLIC SERVICE COMMISSION

STATE OF MISSOURI

TRANSCRIPT OF PROCEEDINGS

Evidentiary Hearing

December 19, 2018

Jefferson City, Missouri

Volume 24

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

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

REPORTED BY:
Tracy Taylor, CCR No. 939
TIGER COURT REPORTING, LLC

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A P P E A R A N C E S

KARL ZOBRIST
JACQUELINE M. WHIPPLE
Dentons
4520 Main Street, Suite 1100
Kansas City, Missouri 64111
816.460.2545
FOR: Grain Belt Express Clean Line, LLC

ANNE E. CALLENBACH
ANDREW SCHULTE
Polsinelli PC
900 W. 48th Place, Suite 900
Kansas City, Missouri 64112
FOR: Grain Belt Express Clean Line, LLC

JOHN COFFMAN
871 Tuxedo Boulevard
St. Louis, Missouri 63119
573.424.6779
FOR: Consumers Council of Missouri

DOUGLAS L. HEALY
3010 E. Battlefield, Suite A
Springfield, Missouri 65810
417.864.7018
FOR: Missouri Joint Municipal Electric Utility
Commission (MJMEUC)

TERRI PEMBERTON
Cafer Pemberton, LLC
3321 SW Sixth Avenue
Topeka, Kansas 66606
785.232.2123
FOR: ENGIE North America, Inc.

PAUL A. AGATHEN
485 Oak Field Court
Washington, Missouri 63090
636.980.6403
FOR: Missouri Landowners Alliance, et al.

BRENT HADEN
Haden and Haden
827 West Broadway
Columbia, Missouri 65201
FOR: Missouri Farm Bureau

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MICHAEL LANAHAN
301 W. High Street
Jefferson City, Missouri 65102-1157
573.522.3304
FOR: Department of Economic Development

TIMOTHY OPITZ
409 Vandiver Drive, Building 5, Suite 25
Columbia, Missouri 65202
573.825.1796
FOR: Renew Missouri

MARC D. POSTON
PO Box 2230
Jefferson City, Missouri 65102
573.751.5318
FOR: Office of the Public Counsel

KEVIN A. THOMPSON
200 Madison Street, Suite 800
PO Box 360
Jefferson City, Missouri 65102-0360
573.526.4887
FOR: Staff of the Missouri Public Service Commission

1 (Exhibits 144, 145, 146, 147 and 148 were
2 marked for identification.)

3 JUDGE BUSHMANN: Let's go back on the
4 record. Today is December 19th, 2018. Today is the
5 second day of the supplemental evidentiary hearing in
6 Case EA-2016-0358. And before we get started with our
7 witnesses, did any of the parties have any preliminary
8 matters that need to be brought up?

9 MR. ZOBRIST: Judge, Commissioner Hall
10 asked Mr. Detweiler about numbers regarding easements
11 obtained and easements that need to be obtained in
12 Missouri, and he has that information. And at an
13 appropriate time, I could put him up on the stand for
14 a brief Q and A on that matter. And we can do it just
15 before we conclude today or we can do it at the
16 opening.

17 JUDGE BUSHMANN: Probably after like
18 maybe the next break if Commissioner Hall is here, we
19 can ask him if that would be appropriate and how he
20 would prefer to get that information.

21 MR. ZOBRIST: Right. That would be fine,
22 Judge.

23 JUDGE BUSHMANN: That works for me.
24 Anything cells?

25 All right. I think the next witness is

1 for Staff.

2 MR. THOMPSON: Thank you, Judge. Staff
3 calls Natelle Dietrich.

4 (Witness sworn.)

5 JUDGE BUSHMANN: You may be seated.
6 NATELLE DIETRICH, being first duly sworn, testified as
7 follows:

8 DIRECT EXAMINATION BY

9 MR. THOMPSON:

10 Q. State your name, please.

11 A. Natelle, N-a-t-e-l-l-e, Dietrich,
12 D-i-e-t-r-i-c-h.

13 Q. And how are you employed?

14 A. I'm the Staff director -- Commission
15 Staff director.

16 Q. And when you say "Commission," do you
17 mean the Missouri Public Service Commission?

18 A. Yes.

19 Q. And did you contribute to a document
20 that's been marked as Staff's Exhibit 210 entitled
21 Revised Staff Supplemental Rebuttal Report?

22 A. Yes. Confidential.

23 Q. Yes. And that is a confidential
24 document, isn't it? And there is also a redacted
25 public version, isn't there, that's been marked as

1 Staff Exhibit 211?

2 A. That's correct.

3 Q. And do you have any changes or
4 corrections to your contributions?

5 A. I do not.

6 Q. Okay. And Staff also prepared, if the
7 Commission wants them, red-lined versions of both the
8 confidential and public documents; isn't that correct?

9 A. That's correct.

10 MR. THOMPSON: And, Ms. Reporter, I'll go
11 ahead and mark those as Staff Exhibits 212 and 213.

12 MR. THOMPSON: We'll go ahead and
13 offer that report after the last Staff witness has
14 testified, Judge, which is our practice with Staff
15 reports.

16 JUDGE BUSHMANN: That sounds good.

17 MR. THOMPSON: So at this point I will
18 tender Ms. Dietrich for cross-examination.

19 JUDGE BUSHMANN: Just to make clear on
20 212 and 213, which one is 212 and which one is 213

21 MR. THOMPSON: Thank you, Judge. The
22 confidential version is Exhibit 212 and the redacted
23 public version is Exhibit 213. And I can make those
24 available to the Commission if they want them and also
25 to any of the parties if they would like them. I

1 don't have copies now.

2 MR. AGATHEN: Will those be published on
3 EFIS?

4 THE WITNESS: They already are.

5 MR. THOMPSON: They already are.

6 MR. AGATHEN: Thank you.

7 MR. THOMPSON: Thank you, Judge.

8 JUDGE BUSHMANN: First cross-examination
9 would be by Missouri Landowners.

10 MR. AGATHEN: I have no questions, Your
11 Honor.

12 JUDGE BUSHMANN: Farm Bureau. Mr. Haden
13 not here?

14 Public Counsel.

15 MR. POSTON: No questions.

16 JUDGE BUSHMANN: MJMEUC.

17 MR. HEALY: No questions, Judge.

18 JUDGE BUSHMANN: Grain Belt Express.

19 MR. ZOBRIST: No questions, Judge.

20 JUDGE BUSHMANN: No need for Bench
21 questions and no need for redirect.

22 Wait a minute. Mr. Haden, did --

23 MR. HADEN: No questions, Your Honor.

24 JUDGE BUSHMANN: -- did you have any
25 questions? Okay.

1 MR. HADEN: Thank you.

2 JUDGE BUSHMANN: You may step down.

3 MR. THOMPSON: Staff's next witness,
4 Judge, is David Murray.

5 JUDGE BUSHMANN: Please raise your right
6 hand.

7 (Witness sworn.)

8 JUDGE BUSHMANN: You may be seated.

9 DAVID MURRAY, being first duly sworn, testified as
10 follows:

11 DIRECT EXAMINATION BY

12 MR. THOMPSON:

13 Q. State your name, please.

14 A. David Murray. Last name spelled
15 M-u-r-r-a-y.

16 Q. And how are you employed?

17 A. I'm employed as utility regulatory
18 manager in the Financial Analysis Department for the
19 Missouri Public Service Commission.

20 Q. And, Mr. Murray, did you contribute to
21 the documents that have been marked as Staff Exhibits
22 210, 211, 212 and 213, being confidential and public
23 versions of the Revised Staff Supplemental Rebuttal
24 Report?

25 A. Yes.

1 Q. And 212 and 213 are red-lined versions of
2 that report, all of these are on EFIS. Do you have
3 any changes or corrections to your contributions?

4 A. I do not.

5 MR. THOMPSON: At this time, Judge, I
6 will tender Mr. Murray for cross-examination.

7 JUDGE BUSHMANN: Cross by Missouri
8 Landowners.

9 MR. AGATHEN: Just one question, Your
10 Honor.

11 BY MR. AGATHEN:

12 Q. Good morning.

13 A. Good morning.

14 Q. In looking at the financial viability
15 under the Tartan criteria, is it fair to say that you
16 looked at the finances of Invenergy?

17 A. Looked at both, but I primarily focused
18 on Invenergy for purposes of the financial resources
19 going forward.

20 Q. Thank you.

21 JUDGE BUSHMANN: Cross by Farm Bureau.

22 MR. HADEN: None, Your Honor.

23 JUDGE BUSHMANN: Public Counsel.

24 MR. POSTON: No questions, thank you.

25 JUDGE BUSHMANN: MJMEUC.

1 MR. HEALY: No questions.

2 JUDGE BUSHMANN: Grain Belt Express.

3 CROSS-EXAMINATION BY MR. ZOBRIST:

4 Q. Mr. Murray, when you used the word "both"
5 in that you looked at the financial viability of both
6 companies, you spoke of Invenergy. What was the other
7 company that you examined?

8 A. I'm sorry. Grain Belt.

9 Q. Grain Belt Express Clean Line, LLC, the
10 applicant in this case?

11 A. Yes.

12 Q. Okay. And you also looked at financial
13 information regarding its ultimate parent company,
14 Clean Line Energy Partners?

15 A. Yes.

16 MR. ZOBRIST: Okay. Thank you, Judge.
17 No other questions.

18 JUDGE BUSHMANN: Any Bench questions?
19 Commissioner Hall?

20 QUESTIONS BY COMMISSIONER HALL:

21 Q. Yes. Good morning.

22 A. Good morning.

23 Q. Concerning the financial viability of
24 Invenergy, which I understand there is a legal issue
25 as to whether or not that's the correct entity for us

1 to be focused on, but concerning Invenergy, what --
2 what is the most significant aspect of that company
3 that leads you to believe that with the -- with the
4 proposed conditions in place, the Tartan -- that
5 Tartan factor has been met?

6 A. I'd say the most important consideration
7 is the condition of the -- of the commitment to -- or
8 excuse me, of providing information that shows they
9 have all the financial commitments from various
10 investors. With that being said, I also --

11 Q. And let -- so the condition that --
12 that -- explain that condition, the condition that you
13 just referred to.

14 A. That condition is geared around the whole
15 model of, well, Invenergy and Clean Line for that
16 matter, which is a project finance model where they
17 don't really do a lot of general corporate bonds at
18 the -- at the holding company level for purposes of --
19 of -- of financing their construction projects and
20 their -- you know, for -- for purpose of Invenergy has
21 mainly been renewable generation and -- and gas-fired
22 generation.

23 But for -- in -- in that type of
24 situation, they rely a lot on -- on the private
25 capital markets. And that can include private equity

1 sponsors. So not just Invenergy as a private equity
2 investor, but also various institutional investors
3 such as -- I think might be some type of investment --

4 Q. Let me -- let me -- let me cut you off.

5 A. I'm sorry.

6 Q. So the -- the -- the condition you're
7 talking about that I'm asking you about is on page 11
8 of the revised Staff Supplemental Rebuttal Report.
9 Correct? And the condition is that Grain Belt will
10 not install transmission facilities on easement
11 property until it has obtained commitment for funds in
12 the amount equal to or greater than the total cost to
13 build the project.

14 A. Yes.

15 Q. And it is my understanding and I guess
16 I'm wondering if it's yours as well, before the
17 financing can be in place, there has to be a
18 commitment to purchase the energy on the line. I
19 believe that was the testimony yesterday. Is that
20 your understanding as well?

21 A. Yes. I think David Berry had about
22 70 percent of capacity needed to be, I guess,
23 committed to as far as in their process of -- of -- of
24 seeking out shippers on the line.

25 Q. Okay. So can you explain -- explain to

1 me from your perspective, from Staff's perspective why
2 that condition is so important?

3 A. Because, you know, this condition will
4 actually assure that the full amount of -- of -- of
5 capital needed once -- when they're getting ready to
6 actually do physical construction and cross, you know,
7 landowners' properties, that they will have
8 commitments for the full amount of the estimated
9 project costs, which I believe is about 2.3 billion.

10 So that will assure that that -- that --
11 if it's Invenergy through, you know, Grain Belt, that
12 they have actually gone through the process of -- of
13 selling this project to all the -- the private
14 investors, which would include private equity
15 sponsors, but also investors in the debt, which may
16 include banks.

17 Q. So in other words, based upon your
18 analysis, based upon your understanding, before any
19 landowner's property could possibly be taken, the --
20 there would have to be contracts in place to purchase
21 the energy and there would have to be financing in
22 place to cover the entire project?

23 A. Yes.

24 Q. And from your perspective, that
25 requirement that the financing be in place is

1 essentially -- the financing is the viability, in
2 other words, is it not? I mean with the financing,
3 the project's viable; without the financing, the
4 project's not viable?

5 A. It's not going to be -- it's not going to
6 get built without the financing.

7 Q. Are there other aspects of -- of the
8 company or the -- the particular project at issue here
9 that -- that leads you to believe that this Tartan
10 factor has been met?

11 A. Yes. I'll say with Invenergy, actually
12 their financials are much -- you know, much healthier
13 than Clean Line's. So to the extent that Invenergy is
14 stepping in, I'll say that providing --

15 Q. So to the extent that this Commission
16 viewed Clean Line as meeting the Tartan factor, you
17 would say that it's clearly been met now?

18 A. Yes. Invenergy actually has assets and
19 revenues. Clean Line doesn't have any revenues.

20 Q. Is there -- is there anything else that
21 you'd like to highlight that -- that would lead you to
22 believe and should lead us to believe that this Tartan
23 factor has been met?

24 A. I sa-- I mean obviously one of the
25 reasons why I was holding out for needing to see the

1 financial statements was to verify their statement
2 that they had cash on hand for purposes of
3 development. And, you know, that's a very simple, you
4 know, matter of just looking at what the cash balance
5 is on their balance sheet. And they had a significant
6 amount of cash on hand.

7 Q. Does the fact that in order for this
8 project to go forward that the financing has to be in
9 place -- in order for the financing to be in place,
10 there has to be individuals, companies, banks,
11 organizations willing to put their money up for this
12 project. And -- and but for all of those individuals'
13 and entities' willingness to put their money on the
14 line, this project would not happen. Is that -- is
15 that relevant to you?

16 A. It's relevant to the extent, yes, we put
17 this condition in there to ensure that -- the fact
18 that they don't have upfront committed financing for
19 this construction project, that with the project
20 finance model, you know, understanding that, you know,
21 they have to make a certain amount of progress before
22 investors, whether it's debt and/or, you know, private
23 equity investors provide capital that the -- that
24 they've had to make a certain amount of progress
25 and -- and show that they're not going to have to rely

1 too much maybe on the merchant side.

2 Maybe they've actually contracted
3 generation, say 20-year contracts versus -- they have
4 that in their -- I guess in their -- in their
5 Membership Interest Purchase Agreement as far as short
6 term contracts versus long term contracts. So those
7 were the same things that the investors will look at
8 and -- before they're willing to provide capital.

9 Q. And then another question, and this --
10 this is a little bit outside of your testimony, but I
11 think based upon your expertise, you may -- you may be
12 able to answer it, but if not, that's obviously fine.

13 The -- the -- the arrangements in place
14 here regarding the financing for this project, are
15 they fairly consistent with the financing that you
16 would see on these types of projects around the
17 country, or do you know?

18 A. I don't know. This is -- this is not
19 something I regularly deal with in my duties at the --
20 with the Public Service Commission.

21 Q. Okay. Fair enough. Thank you.

22 COMMISSIONER KENNEY: No questions.

23 JUDGE BUSHMANN: Recross based on Bench
24 questions. Missouri Landowners.

25 MR. AGATHEN: No, Your Honor.

1 JUDGE BUSHMANN: Farm Bureau

2 MR. HADEN: None, Your Honor.

3 JUDGE BUSHMANN: Public Counsel.

4 MR. POSTON: No questions.

5 JUDGE BUSHMANN: MJMEUC.

6 MR. HEALY: No questions, Judge.

7 JUDGE BUSHMANN: Grain Belt.

8 RECROSS-EXAMINATION BY MR. ZOBRIST:

9 Q. Mr. Murr-- Mr. Murray, could you turn to
10 page 9 of the Rebuttal Report, which I believe is your
11 portion from the report?

12 A. Yes.

13 Q. Okay. Now, in response to Commissioner
14 Hall's questions, you were quoting the paragraph that
15 begins on line 11 and it says, 1. Grain Belt will not
16 install transmission facilities on easement property
17 in Missouri until it has obtained commitments for
18 funds in an amount equal to or greater than the total
19 cost to build the entirety of this multi-state
20 transmission project. Correct?

21 A. Yes.

22 Q. Okay. Now, it does not relate to how the
23 easement property is obtained, whether through
24 negotiations, through eminent domain or otherwise.
25 Correct?

1 A. No.

2 Q. Okay. And so the condition relates to
3 the showing of the financial commitment not before
4 property is subject to an easement, but rather before
5 facilities are being installed -- transmission
6 facilities are being installed through that easement.
7 Correct?

8 A. Yes. That has to do with the
9 construction.

10 MR. ZOBRIST: That's all I have, Judge.
11 Thank you.

12 JUDGE BUSHMANN: Redirect by Staff. Any
13 redirect?

14 MR. THOMPSON: No redirect, thank you.

15 JUDGE BUSHMANN: Thank you, Mr. Murray.
16 You may step down.

17 THE WITNESS: Thank you.

18 COMMISSIONER HALL: Judge, could I ask --
19 not a question of the witness, but a question of
20 counsel?

21 JUDGE BUSHMANN: Sure.

22 COMMISSIONER HALL: Mr. Zobrist, you
23 raised an issue and I appreciate you clarifying --

24 MR. ZOBRIST: I can't hear you,
25 Commissioner.

1 COMMISSIONER HALL: Oh. I appreciate you
2 clarifying that with -- with Mr. Murray, but that
3 raises a question for me. Is there anything in any of
4 the conditions related to the timing by which the
5 company could acquire easements by eminent domain? Is
6 there -- is there any -- is there any requirement that
7 the financing be in place? Is there any requirement
8 that a certain percentage of the -- of the line
9 capacity be spoken for?

10 MR. ZOBRIST: Well, there's nothing that
11 I'm aware of that relates to the use of the power of
12 eminent domain if it has to be used. The policy of
13 this company has always been that is a last resort.

14 COMMISSIONER HALL: And I appreciate
15 that.

16 MR. ZOBRIST: Right. And I think
17 Mr. Zadlo talked about how this pre-construction
18 phase, this development phase continues. There may be
19 something relating to how many easements you need to
20 get before you can do something, but that's the only
21 requirement that I recall. And it does not
22 differentiate between freely negotiated easements or
23 through eminent domain proceedings.

24 COMMISSIONER HALL: Okay. Thank you.

25 MR. THOMPSON: Mister -- Commissioner, if

1 I could direct you to line 8 on page 4 of Staff's
2 Revised Supplemental Rebuttal Report. This would be
3 in the confidential non-red-lined version.

4 COMMISSIONER HALL: Could you -- could
5 you do it on the revised -- on the red-lined version?

6 MR. THOMPSON: We're looking for it.

7 COMMISSIONER HALL: Okay.

8 MR. THOMPSON: Yeah. Page 4, line 10 of
9 the red-lined version. And this is a condition that
10 Mr. Zadlo acknowledged and agreed to during testimony
11 yesterday.

12 MR. ZOBRIST: Well, and Mr. Thompson's
13 right. Mr. Schulte also clarified that depending on,
14 you know, how you interpret this, it makes no sense
15 because it would have certain things that would be
16 done before you could do any construction. And I
17 don't think that was the intent.

18 And I think that Mr. Zadlo was saying
19 we're going to live up to the spirit of this, but we
20 have -- we have -- we opposed that literal condition
21 earlier in this phase of the case because it -- it
22 doesn't make sense. You've got certain conditions
23 relating to construction that, you know, you would not
24 begin to carry out until you acquired your easements
25 involuntary or involuntarily.

1 COMMISSIONER HALL: Okay. Well, this is
2 an issue that I think is really important. And -- and
3 perhaps when we conclude with the hearing today, I may
4 ask for some specific briefing on -- on -- on that
5 issue.

6 MR. ZOBRIST: Right. And -- and,
7 Commissioner, I would just say I've haven't had a
8 chance to have all of us talk with Staff, but we are
9 certainly willing to work with language that we think
10 adheres to the spirit of this condition, but -- but
11 otherwise, we get in a position where we're unable to
12 conduct surveys and do some of the pre-construction
13 work if we don't have the easement.

14 That doesn't deal with construction or
15 actually getting on the land. And that's why I was
16 having Mr. Murray confirm the financing obligations.
17 It relates to what you will have in place before the
18 installation of transmission facilities on easement
19 property.

20 COMMISSIONER HALL: Okay. Thank you.

21 JUDGE BUSHMANN: Thank you, Mr. Murray.

22 MR. THOMPSON: Staff calls Michael
23 Stahlman.

24 (Witness sworn.)

25 JUDGE BUSHMANN: Please be seated.

1 THE WITNESS: Thank you.

2 MICHAEL STAHLMAN, being first duly sworn, testified as
3 follows:

4 DIRECT EXAMINATION BY MR. THOMPSON:

5 Q. Please state your name.

6 A. Michael Stahlman, spelled

7 S-t-a-h-l-m-a-n.

8 Q. And how are you employed, Mr. Stahlman?

9 A. Regulatory economist with the Missouri
10 Public Service Commission.

11 Q. And, Mr. Stahlman, did you contribute to
12 the documents marked as Staff Exhibits 210 through
13 213, which is Staff's Revised Supplemental Rebuttal
14 Report in confidential and public versions and also in
15 confidential red-lined and public red-lined versions?

16 A. Yes.

17 Q. And do you have any changes or
18 corrections to your contributions to that report?

19 A. No.

20 MR. THOMPSON: At this time I would offer
21 Staff Exhibits 210, 211, 212 and 213.

22 JUDGE BUSHMANN: Are there any
23 objections?

24 Hearing none, those exhibits are
25 admitted.

1 (Exhibit 210, 211, 212 and 213 were
2 received into evidence.)

3 MR. THOMPSON: And I tender Mr. Stahlman
4 for cross-examination.

5 JUDGE BUSHMANN: Just one question,
6 Mr. Thompson. I notice that 208 and 209, the previous
7 reports, were marked. Did you intend to offer those
8 or not?

9 MR. THOMPSON: I do not. Thank you,
10 Judge.

11 JUDGE BUSHMANN: Just clarifying. Thank
12 you.

13 First cross would be by Missouri
14 Landowners.

15 MR. AGATHEN: No questions, Your Honor.

16 JUDGE BUSHMANN: Farm Bureau.

17 MR. HADEN: No questions, Judge.

18 JUDGE BUSHMANN: Public Counsel.

19 MR. POSTON: No questions.

20 JUDGE BUSHMANN: MJMEUC.

21 MR. HEALY: No questions, Judge.

22 JUDGE BUSHMANN: Grain Belt.

23 MR. ZOBRIST: No -- no questions, Judge.

24 JUDGE BUSHMANN: Any questions from the
25 Bench?

1 COMMISSIONER KENNEY: I have no
2 questions.

3 COMMISSIONER HALL: I maybe have one.

4 QUESTIONS BY COMMISSIONER HALL:

5 Q. Good morning.

6 A. Good morning.

7 Q. Are you concerned about Grain Belt's
8 withdrawal from the queue in terms of timing -- in
9 terms of timing?

10 A. To an extent, yes. I don't -- I think
11 with the condition in place that they have to complete
12 the RTO studies, that that -- it's not an overly
13 concern, but I'm unsure on how -- there's been a lot
14 of changes with different projects in the queue.

15 And with the -- the major concern of the
16 ATX line not being constructed is mostly resolved
17 because it is in progress, although it's not completed
18 yet. But -- so there's going to be different changes
19 and I just am uncertain on what -- how that's going to
20 impact what the RTOs -- how they study this pro-- this
21 line.

22 Q. Okay. And this is a question that I
23 asked the company's witness yesterday, but do you --
24 is there -- from your perspective, from Staff's
25 perspective is there any benefit to the -- to the MISO

1 system to -- to that system within Missouri with
2 regards to the 21 million dollars in upgrades that
3 would be required on the system?

4 A. I -- I -- there could be some reliability
5 improvements, but I'm not certain on that. Dan Beck,
6 I think, testified to that a bit in the previous
7 hearing.

8 Q. So those -- whatever reliability benefits
9 were -- that were testified to at the last hearing,
10 you -- you would -- you would -- you're unaware of any
11 additional ones?

12 A. Correct.

13 Q. Okay. All right. Thank you.

14 JUDGE BUSHMANN: Are there any counsel
15 that would like to have recross based on Commissioner
16 questions?

17 MR. AGATHEN: None, Your Honor.

18 JUDGE BUSHMANN: Mr. Zobrist.

19 RE-CROSS-EXAMINATION BY MR. ZOBRIST:

20 Q. Mr. Stahlman, were you here when Jonathan
21 Abebe testified?

22 A. Yes.

23 Q. Do you remember that he said it was his
24 understanding that Invenergy intended to enter the
25 MISO queue in the first quarter in 2019?

1 A. That's what he testified, I -- yes.

2 Q. And would that give you greater assurance
3 that this queue -- interconnection queue process would
4 be initiated sooner rather than later?

5 A. It -- I just don't know what the results
6 are going to be of the studies. They haven't been
7 completed or entered into at this time.

8 Q. Right. But entering into the queue would
9 then place it in a position to have those studies
10 begin --

11 A. Yes.

12 Q. -- correct?

13 MR. ZOBRIST: Okay. Nothing further,
14 Judge.

15 JUDGE BUSHMANN: Redirect by Staff.

16 MR. THOMPSON: No redirect. Thank you,
17 Judge.

18 JUDGE BUSHMANN: Mr. Stahlman, you may
19 step down, sir. Thank you.

20 MR. THOMPSON: May Mister -- may Staff's
21 witnesses be excused?

22 JUDGE BUSHMANN: They may.

23 MR. THOMPSON: Thank you.

24 JUDGE BUSHMANN: Ready for MJMEUC
25 witness.

1 MR. HEALY: We're ready, Judge.

2 JUDGE BUSHMANN: Please raise your right
3 hand.

4 (Witness sworn.)

5 JUDGE BUSHMANN: Thank you.

6 JOHN GROTZINGER, being first duly sworn, testified as
7 follows:

8 DIRECT EXAMINATION BY MR. HEALY:

9 Q. Can you please state your name for the
10 record?

11 A. John Grotzinger. And that's
12 G-r-o-t-z-i-n-g-e-r.

13 Q. And, Mr. Grotzinger, who is your
14 employer?

15 A. Missouri Joint Municipal Electric Utility
16 Commission; otherwise referred to as MJMEUC here.

17 Q. Okay. And what's your position at
18 MJMEUC?

19 A. I'm the chief operating officer.

20 Q. And what does the chief operating officer
21 of MJMEUC do?

22 A. I'm in charge of the power supply and
23 transmission arrangements for the organization on
24 behalf of our pools and producing for our projects.

25 Q. Okay. Did you cause Direct Supplemental

1 Testimony to be filed in this case previously marked
2 as Exhibit 480?

3 A. Yes, I did.

4 Q. Okay. Do you have any corrections to see
5 that testimony?

6 A. I do have a minor correction. On page 2,
7 line 10, the sentence that begins, The savings from
8 the Grain Belt TSA. Should insert the word "the
9 additional savings from the Grain Belt TSA."

10 Q. Okay. Do you have any updates to your
11 testimony?

12 A. The -- the -- there has been an amendment
13 to the TSA.

14 Q. Okay.

15 MR. HEALY: And, Judge, if I can
16 approach, I have that amendment. That's both the --
17 excuse me. I'm approaching with Exhibit 481 and
18 481-C.

19 JUDGE BUSHMANN: Just to clarify, 481,
20 that's the public version of the same document.
21 Correct?

22 MR. HEALY: That is the public version.
23 481-C does contain some confidential terms on the last
24 page that I'd ask only the attorneys to the case be
25 aware of.

1 JUDGE BUSHMANN: Okay. Thank you.

2 BY MR. HEALY:

3 Q. And, Mr. Grotzinger, have you had an
4 opportunity to look at what I handed you marked as
5 Exhibit 481 and Exhibit 481-C?

6 A. Yes.

7 Q. Can you identify that for the record?

8 A. That's the amendment I just referenced.

9 Q. Okay. And are those amendments true and
10 correct?

11 A. Yes, they are.

12 MR. HEALY: Move for the introduction,
13 Judge, of those exhibits.

14 JUDGE BUSHMANN: Exhibit 480 and 481,
15 public and confidential, have been offered. Are there
16 any objections to those exhibits?

17 Seeing none, those are both admitted.

18 (Exhibits 480 and 481 were received into
19 evidence.)

20 MR. HEALY: And I'd move for the
21 introduction of Exhibit 480, testimony.

22 JUDGE BUSHMANN: Well, I just did both.

23 MR. HEALY: I'm sorry, Judge. Tender the
24 witness for cross.

25 JUDGE BUSHMANN: First cross would be

1 Grain Belt Express.

2 MR. ZOBRIST: No questions.

3 JUDGE BUSHMANN: Public Counsel.

4 MR. POSTON: No questions.

5 JUDGE BUSHMANN: Commission Staff.

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

8 JUDGE BUSHMANN: Farm Bureau.

9 MR. HADEN: No questions, Your Honor.

10 JUDGE BUSHMANN: Missouri Landowners.

11 MR. AGATHEN: Yes. Thank you, Judge.

12 CROSS-EXAMINATION BY MR. AGATHEN:

13 Q. Good morning, Mr. Grotzinger.

14 A. Good morning.

15 Q. Before I forget, I have a question that
16 just came to mind this morning. Are you familiar with
17 the company ABB, Inc.?

18 A. Yes.

19 Q. Did you hear this morning that they were
20 sold to a Japanese firm?

21 A. I -- I had heard that, yes.

22 MR. HEALY: Objection, Judge, as to
23 relevance. I'm not sure how this has anything to do
24 with Direct Supplemental Testimony.

25 MR. AGATHEN: Well, the question has been

1 answered.

2 JUDGE BUSHMANN: The question has been
3 answered. Was there a further motion you wanted to
4 make?

5 MR. HEALY: No, Judge. Just the line of
6 questioning would cease, I'd be fine with that.

7 JUDGE BUSHMANN: Is there relevance to
8 the line of questioning?

9 MR. AGATHEN: Yes. AB [sic] Inc. was one
10 of the companies that Grain Belt has said that they
11 will be relying on for purchases of materials and
12 supplies related to the line. If they are now sold,
13 that circumstance may certainly change.

14 MR. HEALY: And, Judge, again, has
15 nothing to do with Mr. Grotzinger's Direct
16 Supplemental Testimony.

17 MR. AGATHEN: But there is open cross
18 obviously.

19 JUDGE BUSHMANN: It's not directly
20 related to his testimony, but it does relate to a
21 material change according to what Mr. Agathen is
22 saying. So the witness can answer questions about
23 that to the extent that he has knowledge.

24 MR. AGATHEN: I have no further questions
25 on that subject.

1 JUDGE BUSHMANN: All right.

2 BY MR. AGATHEN:

3 Q. In your contracts with Grain Belt and
4 MJMEUC, MJMEUC can purchase up to 200 megawatts of
5 capacity for transmission from Kansas to Missouri.
6 Correct?

7 A. Yes.

8 Q. And the energy component will come from
9 the Iron Star wind project?

10 A. We've contracted for up to 100-- or 136
11 megawatts under the Iron Star contract.

12 Q. Have you contracted yet for en-- any
13 energy beyond that 136 megawatts?

14 A. We have not.

15 Q. Have you solicited any bids since August
16 of 2016 for additional energy?

17 A. Not -- not related to this.

18 Q. Beginning at the bottom of page 1 of your
19 testimony, you describe an amendment to your contract
20 with Grain Belt for the 200 megawatts of capacity; is
21 that correct?

22 A. That's correct.

23 Q. And that's the document attached to your
24 Supplemental Direct Testimony as Schedule JG-9?

25 A. Yes.

1 Q. And as you state, Grain Belt agreed to
2 lower the price for the second 100 megawatts to the
3 same price you had agreed to for the first 100
4 megawatts. Is that essentially correct?

5 A. Yes.

6 Q. That amounts to a 30 percent decrease in
7 the price of the second 100 megawatts?

8 A. Yes.

9 Q. And a 17.6 decrease in the overall cost
10 of the full 200 megawatts?

11 A. Yes.

12 Q. I'm sorry. What was --

13 A. Yes.

14 Q. Thank you. Is it fair to assume it was
15 not Grain Belt which first suggested an additional
16 reduction below its normal rate for service in
17 Missouri?

18 A. Yes.

19 Q. And you first con-- contacted Grain Belt
20 about the possible price reduction this past July.
21 Correct?

22 A. I'm not sure of the exact date, but that
23 sounds about right.

24 Q. What led you to believe that Grain Belt
25 would be willing to reduce the price in your contract

1 even further below the normal rate?

2 A. Well, with the -- the ongoing good
3 relationship there and successes we've had and the
4 expectation that the timing has -- was slightly
5 different than we'd originally anticipated.

6 Q. Meaning what about the timing?

7 A. We'd anticipated a 2021 in-service date.
8 And I heard yesterday again that more like 2023, maybe
9 '24 as potential dates.

10 Q. And so, in essence, to compensate you for
11 that additional schedule delay or potential schedule
12 delay, you asked them for a reduction in your rate?

13 A. As somewhat as a risk -- risk mitigation
14 and the potential that we would need some bridging
15 arrangements to cover the difference in the periods.

16 Q. Would it be fair to say the final revised
17 rate was the result of a negotiation between MJMEUC
18 and Grain Belt?

19 A. I think that's fair.

20 Q. Would you briefly describe how the
21 negotiating process played out? Was it a give and
22 take across the table?

23 MR. HEALY: Objection, Judge. There's a
24 Joint Defense Agreement that still exists between the
25 parties and I think this is attorney/client privilege,

1 some of this.

2 JUDGE BUSHMANN: Sustained.

3 BY MR. AGATHEN:

4 Q. At the time you were negotiating with
5 Grain Belt on the reduced rate, were you aware of the
6 contract they'd already signed with a company called
7 Realgy, R-e-a-l-g-y?

8 A. I'm not sure that I was.

9 Q. Well, the amount of the -- dollar amount
10 of the rate with Realgy is confidential so we don't
11 want to talk about the actual rate here. But were you
12 aware at the time of the dollar amount of the rate
13 which Grain Belt had agreed to with Realgy for the
14 25 megawatts of service from Kansas to Missouri?

15 A. I don't believe I was.

16 Q. Did you ask them about that rate?

17 A. No, I did not.

18 Q. Were you aware of the contract?

19 A. No. Not at that time.

20 Q. Another change in your amendment
21 agreement with Grain Belt was to require that they
22 post additional security for performance of their
23 contract; is that correct?

24 A. Yes.

25 Q. And is that what is referred to at

1 paragraph 2 of your amended contract with Grain Belt
2 as the credit support?

3 A. I believe it is. I'm trying to find --

4 Q. Do you have a copy with you of your
5 response to our Data Request Number 1?

6 A. I do not.

7 Q. Mr. Grotzinger, I'm handing you a copy of
8 a document which consists of your responses to some of
9 our data requests. And I would like you to read into
10 the record Request Number 1 and your response.

11 A. Request Number 1? With reference to
12 paragraph 2 of the interim agreement and amendment
13 included as Schedule JG-9 to Mr. Grotzinger's
14 Supplemental Direct Testimony, please explain all of
15 the reasons why MJMEUC requested the credit support.

16 And you want me to read the answer as
17 well?

18 Q. Yes, please.

19 A. MJMEUC requested the credit support as
20 compensation for any opportunities that might be
21 missed by MJMEUC as a result of any potential delay in
22 the completion of the Grain Belt project or in the
23 event the Grain Belt project might not be completed.

24 Q. That's the end of your answer?

25 A. Yes, that was the end of the answer. I'm

1 sorry.

2 Q. Thank you, sir. Your amended contract
3 with Grain Belt, the one at your Schedule JG-9 was
4 executed on November 12 of 9-- 2018; is that correct?

5 A. That was the original one that was filed,
6 yes.

7 Q. So that was three days after Grain Belt
8 signed the contract to sell the entire project to
9 Invenergy. Correct?

10 A. Could be. I'm not certain of the timing
11 of that.

12 Q. Well, the record will show that it's
13 three days after.

14 A. Okay.

15 Q. If you'll accept that subject to check.

16 A. I'll accept that.

17 Q. So when you signed your new contract with
18 Grain Belt, included you adding the requirement for
19 the additional credit support, you were aware that
20 Invenergy was hoping to become the new owner of the
21 Grain Belt project, were you not?

22 A. I believe I was.

23 Q. To your knowledge, did the rate
24 concessions granted to you by Grain Belt play any role
25 in the sale of the project from Grain Belt to

1 Invenergy?

2 MR. HEALY: Objection, Judge. I think
3 that calls for speculation.

4 BY MR. AGATHEN:

5 Q. To your -- to the best of your knowledge.

6 JUDGE BUSHMANN: I'll overrule it to the
7 extent that he has knowledge of it

8 THE WITNESS: I'm not aware of that.

9 BY MR. AGATHEN:

10 Q. The credit support agreement we mentioned
11 was executed just this past Friday; is that correct?

12 A. Yes.

13 Q. And that's the document you're sponsoring
14 as Exhibit 481?

15 A. Yes.

16 Q. It's titled Amendment Number 2 to Long
17 Term Transmission Service Agreement. Correct?

18 A. Yes.

19 Q. Can we call this the second amendment?

20 A. Yes.

21 Q. Amendment Number 1 being the document at
22 your Schedule JG-9. Correct?

23 A. Okay.

24 Q. Were you involved in the negotiations
25 resulting in the second amendment?

1 A. Yes.

2 Q. For the other side it's signed by
3 Mr. Zadlo of Invenergy. Correct?

4 A. Yes.

5 Q. Were your negotiations of the second
6 amendment conducted primarily with people from
7 Invenergy?

8 MR. HEALY: Objection, Judge. I think,
9 again, this calls for things that are covered by Joint
10 Defense Agreement, may lead to attorney/client
11 privileged information.

12 JUDGE BUSHMANN: Your response?

13 MR. AGATHEN: I have none, Your Honor. I
14 just don't know the extent of that agreement and
15 whether it applies here or not.

16 JUDGE BUSHMANN: I think it does, so I'll
17 sustain the objection.

18 BY MR. AGATHEN:

19 Q. That second amendment basically provides
20 subject to certain other provisions, that by the end
21 of next year, Grain Belt or perhaps Invenergy will
22 deliver to you an acceptable credit support document;
23 is that correct?

24 A. Yes.

25 Q. And you're able to draw on that credit

1 support if what is called a trigger event occurs. Is
2 that generally correct?

3 A. Yes.

4 Q. And a trigger event is defined at page 1
5 as either, A, the abandonment of the project after the
6 year -- after the end of 2019, or B, Grain Belt or a
7 successor fails to give notice to proceed with
8 construction by December 31st of the year 2022; is
9 that correct?

10 A. Yes.

11 Q. So does that mean that under the trigger
12 event provisions, Grain Belt or its successor has four
13 more years before they must be ready to proceed with
14 construction of the project?

15 MR. HEALY: Objection, Judge, inasmuch as
16 it calls for speculation or a legal conclusion.

17 BY MR. AGATHEN:

18 Q. Is that what the terms -- strike that.

19 Is that what the terms of this document
20 state?

21 A. It does require a 2022 target date -- or
22 construction date, yes.

23 Q. Why did you agree to give them four years
24 to get to that point?

25 A. That was a negotiated process to come to

1 that level. And we thought that was a reasonable time
2 to have it in place and yet provided us some
3 assurances of a reasonable delivery of the project.

4 Q. If you could have picked any date on your
5 own and didn't have to negotiate it, it wouldn't be
6 that date, would it?

7 A. As I stated, we preferred a sooner day.

8 Q. At Section 2.5.7 of the second amendment
9 at page 4, there's a provision called Transfer PPA.
10 Do you see that?

11 A. Yes.

12 Q. And if I understand it, this generally
13 deals with the transfer of rights to energy under the
14 agreement between MJMEUC and the Iron Star wind
15 project; is that correct?

16 A. Yes.

17 Q. To your knowledge, what is the basic
18 purpose of the provisions dealing with this Transfer
19 PPA?

20 A. It -- from our perspective, it provides
21 some mit-- risk mitigation.

22 Q. And why is that?

23 A. It would allow some flexibility in
24 providing supplies -- in bridging supplies to our
25 members.

1 Q. Would you not have had that same level of
2 assurances without this provision?

3 A. No.

4 Q. Why not?

5 A. I think that it relates to the -- it
6 relates to the financial credit support assurances
7 that we had and the claims on that.

8 Q. The financial --

9 A. The credit support.

10 Q. From Invenergy?

11 A. That's correct. From Grain Belt, yes.

12 Q. To your knowledge, has the Iron Star wind
13 project agreed to the transfer of its contract under
14 the provisions of Section 3.8 at page 5 of your second
15 amendment?

16 MR. HEALY: Objection, Judge. Again, it
17 calls for speculation as well as a legal conclusion.

18 MR. AGATHEN: I'm asking just to his
19 knowledge.

20 JUDGE BUSHMANN: Overruled.

21 THE WITNESS: I don't have knowledge that
22 they've agreed to that.

23 BY MR. AGATHEN:

24 Q. To your knowledge, are there any other
25 major provisions in the second amendment which

1 significantly affect your original agreement to
2 purchase capacity on the Grain Belt line?

3 A. I -- I think you've referenced the
4 significant ones.

5 Q. On a different subject, have you read the
6 Direct Testimony of Invenergy witness Mr. Kris Zadlo?

7 A. I believe I've read it, yes.

8 Q. At page 12 of his testimony, he estimates
9 that construction of the line will begin in the year
10 2020 and that it will take approximately four years to
11 build the line after construction begins. So based on
12 his estimates, the line will not be completed until
13 some time in about 2024 or roughly five to six years
14 from now; is that correct?

15 A. I had --

16 (The court reporter interrupted for
17 transcript accuracy.)

18 THE WITNESS: I -- yes, I did hear that
19 and read that, yes.

20 BY MR. AGATHEN:

21 Q. MJMEUC originally signed on with Grain
22 Belt, in part at least, to replace a supply contract
23 which relied on an Illinois coal-fired plant; is that
24 correct?

25 A. A fleet of plants, but yes.

1 Q. And that contract expires in 2021, does
2 it not?

3 A. Yes, it does.

4 Q. So is it fair to say that the Grain Belt
5 line is not expected to be available to you until
6 about three years after your coal contract expires?

7 A. Based on the information here, yes.

8 Q. What arrangements have you made to
9 replace the 100 megawatts from the coal plant until
10 the grain line belt -- excuse me, until the Grain Belt
11 line might finally be operational?

12 A. Grain Belt Express was one portion of the
13 replacement. We have additional portions that -- some
14 have been put in place, others have not. And we would
15 likely look in the future for bridging arrangements
16 for the energy or just to buy from the market for a
17 portion of that energy in the short term.

18 Q. So you don't have any specific plans in
19 mind at this point to replace --

20 A. No--

21 Q. -- the portion you were relying on from
22 Grain Belt?

23 A. No specific plans.

24 Q. In your capacity planning work, when does
25 MJMEUC plan for the Grain Belt project to be fully

1 operational?

2 A. We -- we have a minimal reliance on it
3 for capacity needs. Primarily we were looking at it
4 for energy supply in the 2021 for replacement of the
5 Illinois power contract. So we did not have a major
6 need for capacity. And such as that, the delays would
7 not harm us from a capacity planning standpoint.

8 Q. Well, in your capacity planning process,
9 what date are you now predicting that the Grain Belt
10 line will be fully operational?

11 A. Based on the information I've heard, it
12 will be based on the 2024 time frame.

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

14 JUDGE BUSHMANN: Questions from the
15 Bench.

16 COMMISSIONER KENNEY: I have none.

17 QUESTIONS BY COMMISSIONER HALL:

18 Q. Good morning.

19 A. Morning.

20 Q. I am looking at page 2 of your
21 Supplemental Direct Testimony and it references
22 Schedule JG-3 and then updated in JG-10. And my
23 understanding is that this is calculations to
24 determine the savings to your ratepayers that would
25 result from receiving energy on the Clean Line; is

1 that correct?

2 A. That's correct.

3 Q. What I don't understand is that it
4 purports to compare the price that you would be
5 charged under -- under the contract with Clean Line
6 and a traditional SPP-to-MISO point-to-point service
7 agreement.

8 A. Yes, sir.

9 Q. Why is that the appropriate thing to
10 compare it to?

11 A. When we were in this -- I was attempting
12 to compare a Kansas wind project with the attributes
13 of Kansas wind, the high capacity factor and the
14 relatively low cost with a delivery into MISO. So I
15 was taking into account the transmission costs to get
16 from SPP to MISO.

17 Q. But if you were to compare the -- the --
18 if -- if this project doesn't go through and you're --
19 and you have to find that energy somewhere else, where
20 you would find that energy and the price of that
21 energy compared to the Clean Line price, that would be
22 the -- the impact on your ratepayers. Correct?

23 A. Yes. And the SPP projects would be a
24 consideration and a factor. They may not be the
25 lowest cost. We have not revised and updated that.

1 But they have historically been very competitive
2 even -- even with the transmission costs across SPP.

3 Q. Wouldn't it be cheaper just to go right
4 to MISO -- the MISO market and try to -- try to get
5 energy from MISO?

6 A. Not necessarily. The characteristics of
7 wind within MISO --

8 Q. Well, but -- but -- putting -- putting
9 aside the wind aspect. Just generation in general.
10 If there's -- if there's a need for 200 megawatts of
11 generation and you don't care what kind of generation,
12 wouldn't it make more sense just to go to MISO and --
13 and see -- and compare that price?

14 A. It -- it would avoid the transmission
15 cost, but we would have to factor in the comparison of
16 potentially lower cost generation within SPP, but
17 with -- including the additional transmission cost as
18 compared to the MISO alternatives.

19 Q. So you -- but you have not done an
20 analysis comparing the price that you would pay under
21 this contract to your best guess for the second lowest
22 price?

23 A. I think one of the other exhibits in the
24 past did a relative comparison of some options that
25 could be utilized. So I think in -- within my

1 testimony and within the original testimony, there are
2 some attempts for comparing that. And in those
3 attempts, Grain Belt is still the lowest cost
4 alternative that we've been able to find.

5 Q. And that makes sense in that -- in that
6 the levelized cost of energy for -- for the Kansas
7 wind is lower -- at least according to Mr. Berry, is
8 lower than -- than any other -- other type of
9 generation. Is that --

10 A. I would agree -- I would agree with that.

11 Q. But we don't know how much -- we don't
12 know exactly how much ratepayers would save under this
13 contract because we don't know what we're comparing it
14 to?

15 A. Not in all cases. I've done the -- you
16 know, attempted for the MOPEP pool to compare it to
17 the options that I had available and so I've done a
18 more in-depth analysis for them in that -- those
19 exhibits. But I have not done it on a specific need
20 for the other cities. What I've included here is what
21 the transmission savings would be should they choose a
22 Kansas wind or an SPP wind project.

23 Q. So I believe based on your -- on your
24 testimony, it's -- it's my understanding at least that
25 you're -- you're not sure what you will do if this

1 project doesn't go through in terms of replacing the
2 200 megawatts?

3 A. At this point we have not put in a
4 particular replacement contract or anything. With the
5 expectation and optimism that this would proceed, that
6 we have not attempted to replace it.

7 Q. Okay. Thank you.

8 JUDGE BUSHMANN: Commissioner Rupp?

9 QUESTIONS BY COMMISSIONER RUPP:

10 Q. Good morning, sir.

11 A. Morning.

12 Q. Yesterday in his opening your attorney
13 made a comment that if this project went through, you
14 would have 23 percent renewables in your -- in the
15 MOPEP performance. What is it currently?

16 A. It currently is approximately 10 percent.

17 Q. Okay. Thank you.

18 JUDGE BUSHMANN: Commissioner Coleman?

19 COMMISSIONER COLEMAN: No questions.

20 Thank you.

21 JUDGE BUSHMANN: Recross based on
22 Commission questions. Grain Belt.

23 MR. ZOBRIST: Thank you, Judge.

24 RECROSS-EXAMINATION BY MR. ZOBRIST:

25 Q. Mr. Grotzinger, in response to actually

1 Commissioner Rupp's question, as well as Commissioner
2 Hall's, in your previous testimony did you talk about
3 the demand for renewable energy within the MJMEUC
4 family?

5 A. Yes, I did.

6 Q. Okay. And just briefly, what is that
7 demand? What are your consumers wanting?

8 A. Our consumers have asked for additional
9 to be able to -- for their commercial sustainability
10 programs, have asked to be able to identify either
11 with recs or in other fashions to being supplied
12 renewable energy. I think as I testified earlier, we
13 had -- at that time in the process of implementing a
14 program based on wind that we -- Kansas wind that we
15 had available in the MOPEP pool. That's fully
16 subscribed and so we're looking for additional
17 supplies to meet that need.

18 Since that time, we've added a solar
19 portfolio option for those since we're the largest --
20 we operate the largest pool of solar resources in the
21 state. So we've now made that available to the retail
22 customers as well.

23 Q. And if you know, what particular
24 municipalities have these renewable energy standards?

25 A. They're not renewable energy standards.

1 They are merely requests by their customers to be able
2 to identify the sustainability goals and relate to the
3 renewable energy that are being supplied to them as
4 part of the portfolio.

5 Q. Does the City of Columbia have these
6 goals in place, for example?

7 A. Yes, they do. When I spoke, I was
8 meaning our MOPEP pool. The City of Columbia does
9 have a renewable portfolio standard.

10 Q. And so me-- and some members of the MOPEP
11 pool have these goals as well?

12 A. They have -- do not have the renewable
13 portfolio goals, but they do have the interest of
14 their customers to be supplied with renewables.

15 Q. Great. Thank you.

16 MR. ZOBRIST: Thank you, Judge.

17 JUDGE BUSHMANN: Public Counsel.

18 MR. POSTON: No questions.

19 JUDGE BUSHMANN: Commission Staff.

20 MR. THOMPSON: No questions. Thank you.

21 JUDGE BUSHMANN: Farm Bureau.

22 MR. HADEN: No questions, Your Honor.

23 JUDGE BUSHMANN: Landowners.

24 MR. AGATHEN: Thank you, Judge.

25 RECROSS-EXAMINATION BY MR. AGATHEN:

1 Q. Just one question, Mr. Grotzinger. In
2 follow-up to questions from Commissioner Hall, if I --
3 if you could go back to the point in time when you
4 were looking at signing up with Grain Belt, so to
5 speak, you did not put out bids for the supply of
6 capacity, did you?

7 A. Not at that time, no.

8 Q. At any time after that?

9 A. Not -- not for replacing that supply to
10 MOPEP, if that's what you're referring to.

11 Q. Thank you, sir.

12 JUDGE BUSHMANN: Further questions? Any
13 further questions, Mr. Agathen?

14 MR. AGATHEN: I'm sorry, Judge. No.

15 JUDGE BUSHMANN: Redirect by MJMEUC.

16 MR. HEALY: Just a couple of questions,
17 Judge.

18 REDIRECT EXAMINATION BY MR. HEALY:

19 Q. Mr. Grotzinger, just roughly how many
20 projects generation and transmission have you helped
21 develop for MJMEUC members?

22 A. Either evaluate or look at, it's hard to
23 quantify exactly, but might be dozens.

24 Q. Okay. When doing that, do you always
25 attempt to mitigate the risk for members?

1 A. Absolutely. That's -- that's part of the
2 selection process.

3 Q. Is the Grain Belt project a long term
4 solution to needs or short term need -- solution to
5 needs?

6 A. We definitely view it as a long term
7 solution.

8 Q. If I could have you turn to Schedule
9 JG-12 in your Amended Direct Supplemental -- or your
10 Direct Supplemental.

11 A. Okay.

12 Q. Commissioner Hall asked you about prices
13 in MISO and non-renewable alternatives. If I can
14 direct you to the Assumptions from Leidos study. It
15 says 2021 average energy price. What's that figure?

16 A. The average annual is 51.48.

17 Q. And can you describe what that is and
18 what that expectation is?

19 A. That was based on the Leidos study,
20 the -- the average price that they saw in MISO in
21 their study.

22 Q. And more particular, is that MISO central
23 as determined in that study?

24 A. Yes. I think that was the focus part of
25 that.

1 Q. And would that be your expectation of the
2 particular price range we'd be looking at in MISO?

3 A. Today it might appear a little high to my
4 judgment, but that was their forecast, yes.

5 Q. Okay. And follow-up question of
6 Mr. Zobrist. Has the demand for renewable energy
7 increased or decreased since the last hearing?

8 A. I believe it's continued to increase.
9 And we've seen the demand for recs and, you know, the
10 value of that and -- as a hedge to potential carbon
11 tax type legislation as an ongoing benefit.

12 Q. No further questions.

13 JUDGE BUSHMANN: That completes your
14 testimony, Mr. Grotzinger. You may be excused. I
15 think we're ready for our last witness.

16 MR. AGATHEN: Thank you, Your Honor. The
17 Missouri Landowners Alliance calls Julia Kissner.

18 JUDGE BUSHMANN: Please raise your right
19 hand.

20 (Witness sworn.)

21 JUDGE BUSHMANN: You may be seated.

22 JULIA KISSNER, being first duly sworn, testified as
23 follows:

24 DIRECT EXAMINATION BY MR. AGATHEN:

25 Q. Good morning.

1 A. Good morning.

2 Q. Could you please state your name and
3 spell it for the record, please?

4 A. Yes. It's Julia Kissler, J-u-l-i-a, last
5 name is K-i-s-s-e-r.

6 Q. Did you prepare Supplemental Rebuttal
7 Testimony for submission in this case?

8 A. Yes, I did.

9 Q. Do you have before you a copy of what has
10 been marked as Exhibit 379?

11 A. That's correct.

12 Q. And does that consist of two pages of
13 testimony, your affidavit and Schedules JK-1, 2 and 3?

14 A. Yes.

15 Q. Is that the testimony you prepared for
16 this case?

17 A. Yes.

18 Q. If I were to ask you the questions in
19 your prepared testimony, would your answers today be
20 the same as those that you wrote in that testimony?

21 A. Yes, they would.

22 Q. And to the best of your knowledge and
23 belief, do the three schedules in your testimony
24 represent what they purport to represent?

25 A. Yes.

1 MR. AGATHEN: Your Honor, I move for the
2 admission of Exhibit 379 and tender the witness for
3 cross.

4 JUDGE BUSHMANN: Any objections?

5 MR. ZOBRIST: Yes, Judge. May I have an
6 opportunity to voir dire the witness?

7 JUDGE BUSHMANN: You may.

8 VOIR DIRE EXAMINATION BY MR. ZOBRIST:

9 Q. Ms. Kisser, as I understand your
10 testimony, you simply went out on the internet at the
11 direction of Mr. Agathen and located the three
12 schedules to your testimony?

13 A. That's correct.

14 Q. Okay. Are you aware of whether the first
15 schedule, JK-1, the order from the Kansas Corporation
16 Commission, whether that has been superseded in that
17 docket?

18 A. I was not aware of it at the time.

19 Q. Okay. And with regard to Schedule JK-2
20 and 3, these are in one case a summary of responsive
21 testimony and in the other case responsive testimony
22 of two witnesses in a proceeding before the
23 Corporation Commission of Oklahoma; is that correct?

24 A. Yes.

25 Q. Okay. And so that proceeding does not

1 relate to Grain Belt Express Clean Line; is that
2 correct?

3 MR. AGATHEN: I'd object, Your Honor.
4 That calls for a legal conclusion.

5 JUDGE BUSHMANN: Sustained.

6 BY MR. ZOBRIST:

7 Q. Do you have that schedule before you?

8 A. Yes.

9 Q. Okay. Would you look at the title page
10 of Schedule JK-2?

11 A. Yes.

12 Q. It is the application of the Public
13 Service Company of Oklahoma. Correct?

14 A. Yes.

15 Q. And it is for the approval of the cost
16 recovery of the Wind Catcher Energy connection project
17 for a determination that there is a need for the
18 project. Correct?

19 A. I'm not sure where you're looking at
20 that. Just the summary on the first page?

21 Q. Right. Just -- I'm -- what we lawyers
22 call the style of the case. So right after it says
23 Public Service Company of Oklahoma -- do you see
24 that in the first two lines?

25 A. Yes.

1 Q. Okay. And then in the third line it
2 says, For the approval of the cost recovery of the
3 Wind Catcher Energy connection project. Correct?

4 A. Yes.

5 Q. Okay. And scanning down the rest of the
6 style of that case, is there any reference to Grain
7 Belt Express Clean Line?

8 A. Not that I see on this page.

9 Q. Okay. And you're not offering any
10 testimony here today on why these pleadings relate to
11 this proceeding, are you, ma'am?

12 A. I am not.

13 Q. Okay.

14 MR. ZOBRIST: Judge, based on that, there
15 is a lack of foundation and there is a lack of a
16 showing of rev-- relevance. And I object to these --
17 to this exhibit and to the schedules.

18 JUDGE BUSHMANN: The objection is
19 overruled. The objection will go to the weight, not
20 the admissibility. So 379 is admitted.

21 (Exhibit 379 was received into evidence.)

22 MR. HEALY: Judge, for the record if
23 MJMEUC can be shown making the same objection. I
24 understand it's overruled, but just for the record.

25 JUDGE BUSHMANN: Very well.

1 First cross would be Farm Bureau.

2 MR. HADEN: No questions, Your Honor.

3 JUDGE BUSHMANN: Commission Staff.

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

6 JUDGE BUSHMANN: Public Counsel.

7 MR. POSTON: No questions.

8 JUDGE BUSHMANN: MJMEUC.

9 MR. HEALY: No questions.

10 JUDGE BUSHMANN: Grain Belt Express.

11 MR. ZOBRIST: No further questions,
12 Judge. Thank you.

13 JUDGE BUSHMANN: Any Bench questions?

14 COMMISSIONER HALL: No questions. Thank
15 you.

16 COMMISSIONER KENNEY: No.

17 JUDGE BUSHMANN: No need for recross.
18 Any redirect?

19 MR. AGATHEN: No, Your Honor.

20 JUDGE BUSHMANN: Ms. Kissner, your
21 testimony is completed. You may be excused.

22 THE WITNESS: Thank you.

23 MR. ZOBRIST: Judge, before Commissioner
24 Hall gets away, Mr. Detweiler has the statistics on
25 the easements obtained and the easements that have not

1 been obtained. And we can either put him up in the
2 witness stand or I can do it here on the microphone
3 and have him concur. Whatever the Commission's
4 pleasure is.

5 JUDGE BUSHMANN: Do you have a preference
6 on how you want to obtain that information if you
7 still want to --

8 COMMISSIONER HALL: Let's go ahead and
9 put him on the stand.

10 MR. ZOBRIST: Okay.

11 JUDGE BUSHMANN: Mr. Detweiler, you may
12 be seated. You're still under oath.

13 THE WITNESS: Thank you.

14 HANS DETWEILER, having been previously sworn,
15 testified as follows:

16 REDIRECT EXAMINATION BY MR. ZOBRIST:

17 Q. Okay. Mr. Detweiler, we're putting you
18 back up on the stand for the limited purpose of
19 responding to commissioner Hall's questions. And I'll
20 ask the question but then I'll turn it over to the
21 Commissioner if I don't quite get it right.

22 I believe the Commissioner asked you
23 what -- for the number of the easements that have been
24 obtained in Missouri at this time and the number of
25 easements that you believe need to be obtained in

1 Missouri for the case.

2 A. That's correct. So we currently have
3 39 active easements in the state of Missouri. And the
4 total parcel count along the transmission line route
5 in the state of Missouri is 739. So we have 39 out of
6 739, which is a little more than 5 percent.

7 Q. No further questions.

8 QUESTIONS BY COMMISSIONER HALL:

9 Q. Have any of these easements been obtained
10 since the last hearing?

11 A. No, they have not.

12 Q. Would you -- would you view it as a
13 problem if you were unable to instigate proceedings to
14 get an easement through eminent domain until after
15 either all of the financing was in place or all of the
16 capacity on the line was fully subscribed? Would that
17 be a problem for you?

18 A. Yes. Potentially.

19 Q. Why?

20 A. So if you have not obtained an easement
21 and if a landowner, for example, has not granted, on a
22 voluntary basis survey rights, then you may not be
23 able, for example, to conduct geotechnical surveys on
24 a parcel. And if you're not able to conduct
25 geotechnical surveys on a parcel, then you're not able

1 to complete final engineering and you may not be able
2 to convince lenders to lend you money. So you --
3 you -- you could potentially have a chicken and egg
4 problem.

5 Q. So it's your understanding that final
6 engineering needs to be complete before financing
7 could be completed or that's a concern?

8 A. That's a concern, that's correct.

9 Q. I didn't mean to interrupt. Is it -- is
10 it more than a concern? I mean do you know that for a
11 fact or is it just a concern?

12 A. I am not a construction engineer and
13 people use the term "final engineering" to mean
14 different things. So the -- the question is a little
15 vague in terms of what is meant by --

16 Q. Of course, I was using your term.

17 A. That's fair. That's fair. But I --
18 I'm -- what I'm simply saying, Your Honor, is that
19 it -- it's a broad term, so.

20 Q. Okay.

21 A. And certainly I don't want to speak for
22 Invenergy in terms of, you know, their understandings
23 on final engineering.

24 Q. Fair enough. Thank you.

25 A. Thank you.

1 JUDGE BUSHMANN: Is there any cross based
2 on those questions?

3 MR. HADEN: Yes, Judge.

4 JUDGE BUSHMANN: Mr. Haden.

5 RECROSS-EXAMINATION BY MR. HADEN:

6 Q. Good morning, Mr. Detweiler.

7 A. Good morning.

8 Q. So just quickly here, I want to make sure
9 I understood this. You said there's 39 parcels have
10 been acquired. Do you know what the total area is in
11 terms of acreage for what you acquired so far?

12 A. I do not know.

13 Q. Those 39 easements, are those all just
14 easements or have you acquired some land in fee simple
15 as well?

16 A. Thirty-nine -- the number 39 refers to
17 the number of easements for the transmission line.
18 There is additionally an option to purchase in fee for
19 the converter station in Ralls County.

20 Q. I'm sorry. I'm throwing paper clips
21 around here. I'm going to hurt somebody.

22 MR. HADEN: I didn't get you, did I?

23 MS. DIETRICH: No.

24 MR. HADEN: Okay. We'll have to put
25 goggles on for this cross-examination.

1 BY MR. HADEN:

2 Q. Okay. So you said -- before I threw that
3 clip around, there is an option to purchase in fee,
4 but you have not exercised that option as of today.
5 Correct?

6 A. That is correct.

7 Q. Okay. The other 700 that need to be
8 acquired, what is the -- do you know what the
9 approximate acreage or area -- land area is that that
10 would encompass?

11 A. I don't know if the 39 parcels on average
12 are larger or smaller than the other 700 parcels. So,
13 you know, it's approximately -- assuming that they're
14 roughly the same, then you've got approximately
15 95 percent of the route that needs to be acquired.

16 Q. So your understanding in terms of the
17 progression and the order of this would be -- you
18 think everything would need to be acquired before any
19 financing can be completed?

20 A. No, I do not.

21 Q. Okay. Well, so -- and I want to make
22 sure I understand the answer then. You answered
23 Commissioner Hall -- he asked you if it would be a
24 problem if you had to wait until your financing was
25 completed to make acquisitions and you said you

1 thought it would be. Correct?

2 A. There are -- different -- different
3 parcels have different attributes. And it may be
4 necessary to do, for example, geotechnical surveys on
5 a specific parcel before you can complete engineering,
6 particularly given the size of the parcel, where it
7 may be located, if it's along a river crossing. You
8 know, key -- key -- key pieces of information like
9 that. Are there sensitive wildlife areas? All that
10 kind of stuff. Right?

11 And so it may be possible to complete
12 financing without having survey access to every
13 parcel. That certainly is possible. But it may also
14 be impossible.

15 Q. But you can get survey access without
16 easement -- without an easement, couldn't you?

17 A. Potentially.

18 Q. I mean under Missouri law, a surveyor
19 could go survey even if you don't own it, couldn't
20 they?

21 A. Not to my knowledge.

22 Q. Okay. So you -- you -- and maybe -- you
23 may not be the right person to ask, but I mean you
24 envision this being -- these things run concurrently?
25 That you're still trying to achieve financing even as

1 you're acquiring -- even as you're acquiring parcels?
2 Or that you're going to acquire all the parcels before
3 you complete financing? I mean what order do you
4 anticipate this would happen?

5 A. I don't believe I'm the right witness to
6 really get into the specifics of that.

7 Q. Okay. I'm trying to remember from
8 yesterday and I really don't remember. Are you
9 anticipating staying on in charge of operations, or do
10 you not know at this point?

11 A. Currently in discussions with Invenergy
12 about the potential of staying on in some capacity.

13 Q. And I'm not going to ask you about the
14 details of that. I understand -- I understand what
15 you're saying there. I just want to make sure in
16 terms of knowledge here, if that were to happen, if
17 you know, I mean how do you anticipate this occurring?

18 MR. ZOBRIST: Judge, I think we're
19 getting in the realm of speculation at this point
20 given Mr. Detweiler's previous answers.

21 MR. HADEN: I guess I'm going to his
22 current state of mind as to what -- what that answer
23 is. I mean I think the Commission should know that.
24 I think it's relevant to their analysis of the
25 underlying appropriateness of the permit.

1 JUDGE BUSHMANN: I'll allow the witness
2 to answer to the extent of his knowledge.

3 THE WITNESS: Can you just repeat the
4 question?

5 BY MR. HADEN:

6 Q. Sure. Let me paraphrase it this way.
7 How do you think this is going to happen? As you sit
8 here today, what do you think is going to happen in
9 terms of are you going to acquire all of your
10 financing first and then do it or are you going to
11 acquire the per-- the parcels first and then get your
12 financing or do you think the two are going to run
13 concurrently?

14 MR. ZOBRIST: Judge, this calls for
15 speculation and it goes well beyond Commissioner
16 Hall's question.

17 MR. HADEN: I don't think it goes beyond
18 Commissioners Hall -- Hall's question at all. He
19 asked specifically about would it be a problem and
20 then the order these things are going to occur and I'm
21 asking about the same thing, trying to get clarity.

22 JUDGE BUSHMANN: I agree it's within the
23 scope. The witness may answer to the extent of his
24 knowledge.

25 THE WITNESS: It's yet to be determined.

1 BY MR. HADEN:

2 Q. Okay. If you were to acquire -- I mean
3 we've already got 39 parcels obviously. But I mean,
4 if you were to acquire however many you acquire and
5 then the project doesn't go forward, what would be the
6 next step?

7 MR. ZOBRIST: Judge, I think that is
8 beyond Commissioner Hall's question.

9 JUDGE BUSHMANN: I agree. Sustained.

10 BY MR. HADEN:

11 Q. So I'm clear on the facts of this, the
12 parcels that you're referring to, the 739, of which 39
13 have been acquired, those are -- they lie along the
14 route that was already submitted. And that was the
15 route that -- I think you talked about it yesterday or
16 somebody did. It changed between the '14 and the '17
17 proceeding, but has not changed since the last
18 proceeding; is that correct?

19 A. That is correct.

20 Q. Okay.

21 A. Since -- since this proceeding.

22 Q. I'm sorry. Since --

23 A. Yes.

24 Q. -- this proceeding but before remand.

25 Correct?

1 A. Correct.

2 Q. Okay. So that corridor is -- that
3 corridor, for purposes of what we're talking about
4 today, those parcels would all be the same ones that
5 we would have been talking about last year?

6 A. Correct.

7 Q. Okay. Fair enough. That's all I had.

8 JUDGE BUSHMANN: Redirect, if there is
9 any, by Grain Belt.

10 MR. AGATHEN: Judge, I do have some
11 questions based on questioning from the Bench.

12 JUDGE BUSHMANN: All right. Go ahead,
13 Mr. Agathen.

14 MR. AGATHEN: I'll try and make this
15 brief.

16 RE-CROSS-EXAMINATION BY MR. AGATHEN:

17 Q. Of the 39 parcels where you have
18 easements, do they generally follow a standard form
19 easement agreement that Grain Belt offers to its
20 respective signees?

21 A. Yes.

22 Q. And is there any condition in that
23 standard form agreement which would allow either party
24 to negate the easement agreement or avoid the
25 agreement or basically render it moot?

1 A. Clean Line has the ability to terminate
2 the easement agreements.

3 Q. Does the landowner have any corresponding
4 ability to do so?

5 A. I do not believe so.

6 Q. You don't know?

7 A. Subject to check, the landowner does not
8 have any ability to cancel the easement agreement.

9 Q. Subject to check with what?

10 A. I -- I -- I didn't review the easement
11 agreement this morning. It would be -- the purpose of
12 an easement agreement is to have something in place
13 that's going to survive the duration. So I -- I do
14 not believe the landowner has any ability to terminate
15 the --

16 Q. But you can't check that today, can you?

17 MR. ZOBRIST: Well, Judge, I'm going to
18 object at this point. It's getting into the legal
19 details of the easement agreement, which is in the
20 record in this case.

21 JUDGE BUSHMANN: I agree. Sustained.

22 MR. AGATHEN: I have no further
23 questions.

24 JUDGE BUSHMANN: Redirect by Grain Belt.

25 MR. ZOBRIST: Not a chance, Judge. We're

1 all done.

2 JUDGE BUSHMANN: You may step down,
3 Mr. Detweiler.

4 THE WITNESS: Thank you.

5 JUDGE BUSHMANN: Before we finish up and
6 do clean-up on scheduling, I need to go off the record
7 for just a couple of minutes.

8 (Off the record.)

9 JUDGE BUSHMANN: Okay. We're back on the
10 record. I don't think we have any late-filed
11 exhibits. Initial briefs are due on January 9th with
12 reply briefs due on January 16th. And Commissioner
13 Hall had an additional request regarding briefing.

14 COMMISSIONER HALL: This is consistent
15 with what I've been talking about for the last hour or
16 so. And that is, I'm interested in whether or not the
17 parties could negotiate some language related to the
18 timing for instigating any proceedings to obtain
19 easements through eminent domain. And I don't know if
20 that -- if it's tied to financing, complete financing,
21 I don't know if it's tied to when the line is fully
22 subscribed.

23 But for me, if we were to grant this --
24 this certificate, the possibility that proceedings
25 could commence to get an easement in court and then

1 this project not ultimately go through for whatever
2 reason is somewhat problematic. So I -- I agree with
3 Staff that that is something that should be addressed.
4 If the parties could agree to something, that would be
5 great; if not, then I'd like to see it briefed.

6 MR. AGATHEN: Commissioner, if I could
7 ask a question, would you have any objection to the
8 MLA participating?

9 COMMISSIONER HALL: Absolutely not.

10 MR. AGATHEN: Thank you.

11 COMMISSIONER HALL: I would welcome that.

12 MR. AGATHEN: Thank you.

13 JUDGE BUSHMANN: And findings of fact are
14 due -- and conclusions of law January 18th.

15 MR. THOMPSON: January when?

16 JUDGE BUSHMANN: January 18th according
17 to the procedural schedule, I believe.

18 Any parties have anything further that
19 they need to be addressed while we're still on the
20 record?

21 MR. AGATHEN: I do have one item, but I
22 don't think it has to be on the record.

23 MR. ZOBRIST: Nothing for the applicant,
24 Judge.

25 JUDGE BUSHMANN: All right. Then we're

1 adjourned. Thank you.

2 (Exhibits 212-C, 213, 480 and 481 were
3 marked for identification.)

4 (WHEREUPON, the hearing was adjourned.)

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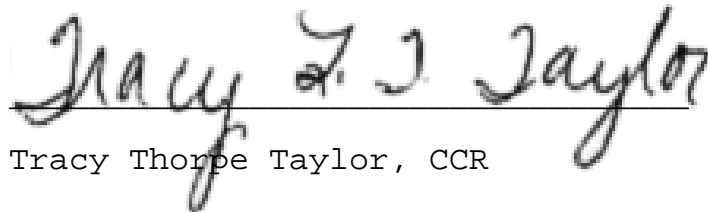
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CERTIFICATE OF REPORTER

I, Tracy Thorpe Taylor, CCR No. 939, within the State of Missouri, do hereby certify that the testimony appearing in the foregoing matter was duly sworn by me; that the testimony of said witnesses was taken by me to the best of my ability and thereafter reduced to typewriting under my direction; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this matter was taken, and further, that I am not a relative or employee of any attorney or counsel employed by the parties thereto, nor financially or otherwise interested in the outcome of the action.


Tracy Thorpe Taylor, CCR

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