

BEFORE THE PUBLIC SERVICE COMMISSION

STATE OF MISSOURI

TRANSCRIPT OF PROCEEDINGS

Evidentiary Hearing

Wednesday, June 7, 2023

8:35 a.m. - 6:57 p.m.

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

VOLUME X

Pages 587 - 852

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

NANCY DIPPELL, Presiding  
CHIEF REGULATORY LAW JUDGE

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

COMMISSIONERS

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

Job No. 146199

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25

1 The following proceedings began at 8:35 a.m.:

2 JUDGE DIPPELL: Let's go on the record. Good  
3 morning. It's June 7, Wednesday, and we are back on the  
4 record in EA-2023-0017. Mr. Chandler has taken the  
5 stand once again. We were in the middle of his cross.  
6 And we were up to Mr. Agathen. Would you like to go  
7 ahead, Mr. Agathen?

8 MR. AGATHEN: Thank you, Your Honor. Morning,  
9 Mr. Chandler.

10 THE WITNESS: Good morning, sir. How are you?

11 MR. AGATHEN: Good. How are you?

12 THE WITNESS: Fantastic.

13 KEVIN CHANDLER,  
14 having been previously sworn, was examined and testified  
15 as follows:

16 CROSS-EXAMINATION

17 BY MR. AGATHEN:

18 Q. Could you turn to page 6, please, of your  
19 direct testimony?

20 A. Yes, sir.

21 Q. The bullet point beginning at line 7 says that  
22 Grain Belt has secured voluntary signed easements on  
23 approximately 72 percent of the existing route across  
24 Kansas and Missouri, correct?

25 A. Yes, sir.

1 Q. 72 percent is a combined figure for both  
2 Kansas and Missouri, right?

3 A. Yes, sir.

4 Q. Isn't it true that for the existing route in  
5 Missouri that figure is less than 54 percent?

6 A. No, sir.

7 Q. What percent of the easements for the Tiger  
8 Connector line has Grain Belt secured?

9 A. Less than five.

10 Q. On a different subject, based on the last CCN  
11 case, that was EA-2016-0358, Grain Belt is obligated to  
12 pay landowners for a voluntary easement in an amount  
13 equal to 110 percent of the fair market value of the  
14 land plus an additional amount for any structures on the  
15 property. Is that generally correct?

16 A. Yes, I believe so.

17 Q. And your proposal for the Tiger Connector line  
18 is to pay 150 percent of the fair market value of the  
19 easement property but with no payment for structures; is  
20 that correct?

21 A. That is correct.

22 Q. How much money will Grain Belt avoid by  
23 eliminating the payment for structures on the Tiger  
24 Connector line?

25 A. None. In general we would expect to pay

1 landowners more by offering 150 percent and no structure  
2 payments on the Tiger Connector.

3 Q. Right. Breaking down these into component  
4 parts, how much would you save by not paying anything  
5 for the structures on the Tiger Connector line?

6 A. So if you look at in general the total amount  
7 paid to landowners for the Tiger Connector with 150  
8 percent, even without structure payments will be more  
9 than they would have received with 110 percent plus  
10 structure payments given the nature of the -- the  
11 monopole payment compensation, monopole compensation in  
12 our easement agreement is significantly less than a  
13 lattice tower. So given that, the payment for Tiger  
14 Connector landowners will be greater with 150 percent.

15 Q. You keep saying that. What I'm trying to get  
16 at is how much will you save by not paying for any of  
17 the structure supports?

18 A. If the 150 percent is approved, we will not  
19 save any money by not paying for structure supports.

20 Q. How much will you avoid paying? If you had to  
21 pay structure supports for the Tiger Connector line at  
22 \$6,000 per monopole, how much would that amount to?

23 A. So I think one way to look at this, if you  
24 imagine a 10-acre easement and we assume \$10,000 in  
25 value per acre for that easement, on the upper end you

1 would expect to see roughly three structures in that  
2 easement. So if you paid landowners under the previous  
3 -- under the HVDC structures, they would expect to  
4 receive, I believe, roughly \$128,000. Under the Tiger  
5 Connector payment, that would be \$150,000. So there's  
6 no savings associated with not paying structures.

7 Q. Well, if you don't pay structures, how much  
8 would you have paid were you paying for structures?  
9 You're not answering that question.

10 A. So I think if you, you know, we would  
11 anticipate -- I think the estimated number of structures  
12 is is in Aaron White's testimony. So I think if you  
13 look at that number, it's roughly 176, I believe, or  
14 around 180. So if you do \$6,000 per structure, you can  
15 arrive at the math what we would pay, but it's not a  
16 savings to the Project given the 150 percent proposed  
17 payment.

18 Q. Have you done an analysis of how much you'll  
19 have to pay for 150 percent of the fair market value?

20 A. We have not done a Project-wide analysis of  
21 that number given that we are early in our conversations  
22 and don't have set values for each parcel.

23 Q. So if you don't have a figure for the fair  
24 market value, 150 percent of the fair market value for  
25 the easements, and you don't have a figure for what



1 would have been paid for the structures, you can't  
2 really tell at this point that every landowner is going  
3 to benefit by your new proposal. Some are going to  
4 benefit, some won't benefit.

5 A. I think if you look at the -- If you take the  
6 10-acre example that I provided and size that up or  
7 down, it's easy to arrive at the assumption that the  
8 vast majority of landowners would benefit.

9 Q. So some won't?

10 A. I can't say that for certain.

11 Q. If they were going to have say three  
12 structures on the small piece of property, they would  
13 have been better off by getting payment for the  
14 structures, would they not?

15 A. It's unlikely that a small piece of property  
16 would have three structures.

17 Q. Two structures? I'm just asking isn't it  
18 possible that some landowners are going to fare worse  
19 under your proposal? I mean, counsel in his opening  
20 statement said that many are going to fare better. I  
21 assume that means many or some won't?

22 MR. SCHULTE: For the record, I believe it was  
23 quoted back to me earlier in this proceeding that I said  
24 vast.

25 THE WITNESS: I would agree with counsel the

1 vast majority. It is possible that a small number may  
2 not.

3 BY MR. AGATHEN:

4 Q. Okay. Let's leave it at that. On a different  
5 subject, at page 17 of your direct testimony you discuss  
6 other proposed modifications to the conditions imposed  
7 by the Commission in the last CCN case, correct?

8 A. Yes, sir.

9 Q. And looking at page 18, beginning at line 9,  
10 under the conditions imposed in the last CCN case, Grain  
11 Belt was not allowed to begin construction of any  
12 portion of the line until after it has secured financing  
13 for the entire Project. Is that generally correct?

14 A. Yes, sir.

15 Q. And Grain Belt is now asking the Commission to  
16 allow it to begin construction of the first Phase of the  
17 line even if it hasn't secured financing for the second  
18 Phase; is that generally right?

19 A. Yes, sir.

20 Q. That proposal is generally called phasing?

21 A. Yes, sir.

22 Q. And Phase I generally consists of the portion  
23 of the Project in Kansas and the portion in Missouri  
24 between the Kansas border and the converter station in  
25 eastern Missouri; is that correct?

1 A. Yes, sir, in Monroe County.

2 Q. Yes. So under Grain Belt's proposal most of  
3 the Missouri portion of the line could be built even if  
4 Grain Belt decides for whatever reason not to build the  
5 Illinois portion of the line; is that correct?

6 A. Yes, sir.

7 Q. And the Project would then deliver a total of  
8 only about 2500 MW instead of the 5000 MW now being  
9 proposed by Grain Belt; is that correct?

10 A. Yes, that is the capacity of Phase I.

11 Q. And under that scenario, there would be no  
12 direct interconnection between the Grain Belt Project  
13 and the PJM market, would there?

14 A. Under that scenario, that would be the case.

15 Q. Are you aware of the Commission's finding in  
16 the last case at page 44 of the Report and Order on  
17 Remand which stated that the portion of the line which  
18 will sell into the PJM markets is what demonstrates the  
19 financial viability of the Project overall?

20 A. I am not particularly familiar with the  
21 previous Order.

22 Q. So you're not familiar with that provision?

23 A. Not directly, no, sir.

24 Q. I have just a few questions regarding your  
25 surrebuttal, page 6 in particular.

1 A. I'm there.

2 Q. In general, you're again speaking there of the  
3 need for phasing of the Project, correct?

4 A. Yes, sir.

5 Q. At line 6 of page 6, you mention that Grain  
6 Belt did not receive approval for the Project from the  
7 Illinois Commerce Commission until March of this year,  
8 correct?

9 A. Yes, sir.

10 Q. And then at lines 7 to 8 you say that as a  
11 result, the land acquisition process significantly  
12 trails the process in Kansas and Missouri, correct?

13 A. Correct.

14 Q. Are you aware of any law or regulation which  
15 would have prevented Grain Belt from going forward prior  
16 to the issuance of the Illinois Order in March with all  
17 of the preliminary steps which are needed before actual  
18 acquisition of easements?

19 MR. SCHULTE: Objection. It calls for a legal  
20 conclusion.

21 JUDGE DIPPELL: He can answer if he is, in  
22 fact, aware.

23 THE WITNESS: I am not aware.

24 BY MR. AGATHEN:

25 Q. Did you start any activity in Illinois prior

1 to the issuance of the Illinois Commerce Commission's  
2 Order?

3 A. Can you be more specific as to what you mean  
4 about activity?

5 Q. Direct activity related to the acquisition of  
6 easements.

7 A. No, sir.

8 Q. Isn't it true that in Missouri Grain Belt had  
9 already completed its acquisition of some of the  
10 easements for the line even before the Commission  
11 approved the CCN?

12 A. Are you speaking of the -- for the main HVDC  
13 -- for the HVDC route?

14 Q. Correct. That the Grain Belt had secured  
15 easements for that main route even prior to the time  
16 that the Commission had issued the CCN Order?

17 A. I do not know.

18 MR. AGATHEN: That's all I have.

19 JUDGE DIPPELL: Thank you. Is there  
20 cross-examination from the Ag Associations?

21 MR. HADEN: Yes, Your Honor. Good morning,  
22 Mr. Chandler. I've got a few questions for you.

23 CROSS-EXAMINATION

24 BY MR. HADEN:

25 Q. In your direct testimony you talk there about

1 the public meetings that were held for the Tiger  
2 Connector line. I'm looking at, oh, I think page 10,  
3 page 11, in that range.

4 MR. SCHULTE: Of which? Direct or  
5 surrebuttal?

6 MR. HADEN: His direct. The direct, yeah.

7 THE WITNESS: Yes, sir.

8 BY MR. HADEN:

9 Q. And so did you go to those meetings?

10 A. I did.

11 Q. You went to all of them in person?

12 A. Yes.

13 Q. Who else was there from Grain Belt, if anyone?

14 A. We had several representatives from the Grain  
15 Belt Project development team, our community affairs and  
16 public affairs team and several consultants particularly  
17 associated with the WSP routing.

18 Q. And was Brad Pnazek there? Do you remember?

19 A. Yes, I believe he was.

20 Q. Just for background, who is Brad Pnazek?

21 A. He's a Vice President of Transmission Business  
22 Development for Invenergy.

23 Q. Is he the one running this Project as far as  
24 the actual on-the-ground-work to build it; is that fair?

25 A. He heads the Grain Belt development team.

1 Q. What is that? What do they do?

2 A. So the Grain Belt Project development team is  
3 essentially responsible for land acquisition, supporting  
4 local engagement efforts and general Project  
5 coordination.

6 Q. Okay. And so when you say "general Project  
7 coordination," that is kind of general by its nature.  
8 What falls under that heading?

9 A. That's a great question. It's sort of  
10 everything from helping to coordinate and facilitate  
11 communication among internal teams and generally  
12 pitching in to make sure that the Project is proceeding  
13 as planned.

14 Q. And I know your direct testimony on the front  
15 page you sort of talk about your role. Specifically as  
16 it relates to this Project, is this the only Project  
17 you're assigned to for Invenergy or do you work on other  
18 Projects right now?

19 A. I am entirely focused on Grain Belt.

20 Q. And within the -- sorry. Let me scratch that.  
21 Was that true back during these public meetings last  
22 year as well?

23 A. Yes.

24 Q. Now, at those meetings, did you receive any  
25 landowner input?

1 A. We did.

2 Q. Did you incorporate any of those comments into  
3 the plan that you proposed on the final plan going  
4 forward?

5 A. You referring to the Tiger Connector route?

6 Q. Yeah, what we're talking about today. So the  
7 Tiger Connector. I'm not talking about most of the back  
8 half of Phase I and I'm not talking about Phase II. I  
9 know we talked about all that in '16. I'm talking about  
10 Tiger Connector.

11 A. Yes, we did.

12 Q. I think just so we're both clear, the question  
13 was did you incorporate some landowner comments and you  
14 said?

15 A. Yes, we did incorporate landowner comments  
16 into the Tiger Connector route.

17 Q. Okay. And so did any of the -- Well, before I  
18 ask you that. How was the final route decided, if you  
19 know? I'm not talking about from the technical aspect,  
20 but I'm saying as between one route versus the other  
21 because there were ultimate ones proposed. How was the  
22 final one picked?

23 A. So you know, I think the general analysis  
24 behind the route selection was described in the routing  
25 study submitted by Andrew Burke on behalf of WSP. I



1 think at a high level the goal of selecting the Tiger  
2 Connector route was to minimize impacts to natural and  
3 cultural resources and the human environment. So when  
4 we were comparing the different routing options, we  
5 selected the one that best accomplished those goals in  
6 accordance with the siting guidelines that were laid out  
7 I believe in Section 2.3 of that routing study.

8 Q. I mean, was landowner input any part of that  
9 decision ultimately? So I'm not talking about method.  
10 I'm talking specifically about routing right now.

11 A. Yes.

12 Q. So were you more likely to route around a  
13 landowner that had a complaint or how did that work?

14 A. No. In general, the landowner comments were  
15 incorporated as a way to guide us around certain general  
16 features both on their property and in the landscape of  
17 the counties. So for example, you know, a goal in the  
18 Tiger Connector routing was to minimize and avoid  
19 impacts to center-pivot irrigation. So a number of  
20 landowners indicated where center pivots were on their  
21 properties. We also analyzed potential center-pivot  
22 irrigation on properties throughout the Tiger Connector  
23 route and sought to avoid those. That's one example.

24 Q. Okay. So I guess that's what I'm trying to  
25 figure out. Does landowner input ultimately have

1 anything to do with whether you take the line over a  
2 given property or not?

3 A. So what we did was at the public meetings at  
4 that point we had a network of segments that were  
5 illustrated to the public and landowners and the public  
6 were given the opportunity to view those segments. They  
7 were also given the opportunity to provide a comment  
8 either via a comment card or providing comments directly  
9 on the maps that were laid out at those public meetings.  
10 And the public input was incorporated in the selection  
11 of the -- in the narrowing down of the potential routes  
12 associated with the Project and then from there we  
13 identified I believe three potential routes and the  
14 final route was selected as the best of those options.

15 Q. I guess what I'm asking, I mean, there's a lot  
16 of comments in this stack obviously?

17 A. Sure.

18 Q. And some of them, I don't think I'm  
19 overstating are in the spirit of just we don't want you,  
20 don't come near us. I think maybe the one I just picked  
21 at random and just looked at was close to that. Does  
22 that factor into your determination as to whether you go  
23 over that property or not? Does a comment like that  
24 make a difference?

25 A. So ultimately, you know, we want to take

1 landowner input into account in the routing process, but  
2 at the same time we can't make a decision that is going  
3 to make things markedly worse for other landowners. We  
4 have to look at the best overall route. If you look at  
5 the route that was selected, that route crosses I  
6 believe the fewest total number of parcels, impacts the  
7 fewest number of small landowners, doesn't impact  
8 center-pivot irrigation, crosses the fewest number of  
9 streams, has the most property boundary in parallel  
10 which allows us to avoid impacting those center-pivots  
11 and avoid -- so when you look at -- we are looking at  
12 the holistic ability of that route to minimize the  
13 impacts that we set out to minimize.

14 Q. So is there a concerted effort to hit the  
15 fewest landowners as possible?

16 A. Not necessarily.

17 Q. Okay. And I think I heard you say that it  
18 would impact the fewest small landowners. Is there a  
19 concerted effort to hit large landholders harder than  
20 small landholders?

21 A. I think in general when you look at smaller  
22 properties they are more likely to have homes on them  
23 and it becomes more difficult for us to route farther  
24 from those homes. Again, if you look at Route B that  
25 was chosen in the routing study has the fewest homes. I

1 think there's only one home within 500 feet, one  
2 identified home within 500 feet of center line. And so  
3 if you look -- again, going back to the small parcels,  
4 they're more likely to have homes and we strive to keep  
5 the line within a reasonable distance or not -- back up,  
6 within -- It's preferable generally to have the line  
7 farther from a home.

8 Q. Well, under Missouri law you have to pay more  
9 if you're within 300 feet of a home, correct, if you  
10 know?

11 A. I am not familiar with that part of Missouri  
12 law.

13 Q. Are you familiar with any of our taking  
14 statutes? And just let me clarify before you answer  
15 that. I don't want the next thing you tell me say my  
16 lawyer told me, because I'm not trying to get in the  
17 middle of your attorney/client privilege. Just as to  
18 the general question, regardless of the source, I'm not  
19 asking about the source, are you familiar with our  
20 taking statutes?

21 A. I am not familiar with the text -- not  
22 generally familiar with the text of taking statutes.

23 Q. Okay. Is there anybody on the team other than  
24 a lawyer, because I don't want to know what they've told  
25 you, is there anybody on your team other than an

1 attorney that is, I mean, within -- let's say within  
2 Brad Pnazek's purview that he's managing, is there  
3 anybody on that team that knows Missouri taking  
4 statutes?

5 A. I think -- Yes, again we are involved in those  
6 processes, but we are not attorneys.

7 Q. Okay. Similarly, do you know if there has  
8 been any concerted effort to either cross or avoid  
9 property that has more than 50 years of ownership within  
10 a family?

11 A. I am not aware.

12 Q. You don't know if that was part of the  
13 decision either way?

14 A. For the Tiger Connector route?

15 Q. Yeah, for the routing of Tiger Connector.  
16 Sorry, to be specific, yes.

17 A. That was not a part of the decision making.

18 Q. You're certain that's never been part of the  
19 decision making?

20 A. I believe so.

21 Q. To your knowledge, do you know whether the --  
22 Well, let me back up, because you may not be aware. Do  
23 you know whether or not the Company, now I'm talking  
24 about anywhere along the Phase I lines going all the way  
25 back to the Missouri-Kansas line, do you know if the

1 Company has sued any landowners to obtain easements yet?

2 A. Yes, there are a number of condemnation cases  
3 that have been filed.

4 Q. Do you know if any of those were filed as far  
5 as their timing to avoid the imminent tolling of a  
6 50-year ownership time for a given plot?

7 A. No, I do not know.

8 Q. Just so I'm clear on that, you don't know --  
9 Other than a conversation with an attorney for the  
10 Company, do you know of any conversation ever within the  
11 Company that gave the directive to move ahead with a  
12 suit so the 50-year timing would not run on a given  
13 parcel? Does that ever happen, to your knowledge?

14 A. Not to my knowledge.

15 Q. Are you certain that it hasn't happened? I  
16 understand always -- I'm not asking you to prove a  
17 negative. I mean, has somebody represented to you no,  
18 we would never do that or has that just not been a topic  
19 of discussion?

20 A. That has not been a top of discussion that  
21 I've had.

22 Q. Same question then as far as condemning within  
23 300 feet of a residence. Do you know if a decision has  
24 ever been made, other than from a conversation with an  
25 attorney, just a decision inside, has been made to

1 pursue litigation where that decision was affected by  
2 the question of proximity of the line to a residence?

3 A. Not to my knowledge.

4 Q. And specifically what I'm thinking of here,  
5 for example, have you ever heard that they say hey,  
6 we've got to hurry up and sue because they're about to  
7 build a house and then we'll have to pay them more?  
8 Anything like that within the Company, not from your  
9 attorneys but within the Company?

10 A. Not to my knowledge.

11 Q. Has there ever been any discussion tactically  
12 within your team that looking forward that would be a  
13 tactical consideration of when and how to litigate  
14 against landowners?

15 A. Not to my knowledge.

16 Q. Is there anybody else on your team who would  
17 know or who would be involved in decisions like that  
18 that you could identify?

19 MR. SCHULTE: I'm going to object. I think  
20 that the witness has stated that he's not aware of any  
21 conversations ever happening. And so there's --

22 MR. HADEN: I can rephrase the question and  
23 you may still object to the rephrase but I can try.

24 BY MR. HADEN:

25 Q. So if a decision like that was being made

1 within your team, what person would make that decision?

2 A. In terms of who decides when to file a  
3 condemnation case?

4 MR. SCHULTE: So I'm not trying to be  
5 difficult but you said that decision. I think that the  
6 question is unclear and vague. So which decision are  
7 you referring to?

8 MR. HADEN: Fair enough.

9 BY MR. HADEN:

10 Q. So let's just walk through the ladder here.  
11 As a broad principal, who makes the decision on when you  
12 will stop negotiating and file a condemnation suit  
13 against a landowner?

14 A. I mean, I think that's typically a collective  
15 decision and the decision to make to file a condemnation  
16 case typically occurs when either a landowner has stated  
17 that they have no interest in negotiating with Grain  
18 Belt or we have not been able to file them or when the  
19 negotiations are at an impasse.

20 Q. You said when you have not been able to file  
21 them?

22 A. Excuse me. Find them.

23 Q. Thank you. That's what I thought you meant.  
24 I just want to make sure I wasn't missing out on  
25 something here. Okay. So you mean when you literally



1 can't find, you just don't know where they're at, or you  
2 can't get in contact with them; is that what you mean?

3 A. Yes, sir, that can happen where a landowner is  
4 -- we physically can't find them or if there are  
5 ownership questions that take time to track down.

6 Q. Well, and there's a shocking number of  
7 unprobated real property parcels in Missouri. It's  
8 amazing how many dead people still own property in this  
9 state. That is a plausible possibility. Okay. So then  
10 in the context of -- Well, I think that answers that  
11 question.

12 Did any landowners for the Tiger Connector  
13 tell you they wanted this line buried on their property?

14 A. Yes.

15 Q. And was that possibility ever considered by  
16 the Company?

17 A. We've generally analyzed the possibility of  
18 burying and for reasons that I think are maybe outlined  
19 in Aaron White's testimony, came to the conclusion that  
20 was not a feasible option for the Tiger Connector route.

21 Q. Why is it not feasible?

22 MR. SCHULTE: I believe the witness just  
23 testified that that's outlined in Aaron White's  
24 testimony so it's outside the scope of this witness's  
25 testimony.

1 MR. HADEN: I think that's not true. I mean,  
2 I understand that may be true; but if this witness  
3 knows, I think it's a fair question for him as well. He  
4 handles the PR side with landowners. If he knows, then  
5 I think he can answer that.

6 JUDGE DIPPELL: I'll overrule the objection.

7 THE WITNESS: Speaking not as an engineer but  
8 from my laymen's understanding, because -- There are  
9 several reasons, I think, in general because Tiger  
10 Connector is a double circuit line. It will serve two  
11 separate markets. So to bury two circuits would require  
12 I believe two separate trenches to be dug in order to  
13 avoid safety and engineering considerations with having  
14 to service a line that serves two markets. I believe  
15 there's some federal regulations around that, but at a  
16 high level we'd have to bury two trenches. And  
17 ultimately there are, I think there might be some  
18 thermal considerations with the heat of the line that  
19 might ultimately cause challenges. But at a very high  
20 level burying the line would actually be more disruptive  
21 to farmland given those considerations.

22 BY MR. HADEN:

23 Q. That's what the landowners concluded?

24 A. No, that's what the engineering team  
25 concluded.

1 Q. So that's what Tiger, or I'm sorry, that's  
2 what Grain Belt is telling farmers about their own  
3 operation, right?

4 MR. SCHULTE: Objection. That's argumentative  
5 and misstates the prior answer.

6 JUDGE DIPPELL: I don't believe that that is  
7 what the witness said that that's what they were telling  
8 landowners. He said that's what the study concluded.

9 MR. HADEN: If I could inquire then.

10 BY MR. HADEN:

11 Q. Have you ever communicated to landowners that  
12 asked to have the line buried that that was your  
13 conclusion, to your knowledge? When I say "you," I mean  
14 Invenergy. I don't necessarily mean you but to your  
15 knowledge for the Company.

16 A. I believe there may have been some  
17 communication to landowners about the, again, like the  
18 overall challenges associated with burying the line, but  
19 I'm not aware of specific conversations with specific  
20 landowners about that.

21 Q. Okay. You don't know whether any landowner  
22 conceded and agreed that that would be more disruptive  
23 to their operation after being told that, assuming that  
24 happened?

25 A. No. Again, and I'm aware I mentioned

1 landowner impacts, but I think it's important to  
2 remember there are a whole host of engineering and  
3 technical and safety considerations associated with that  
4 decision beyond just the landowner impacts. And again,  
5 all of that is outlined in the testimony of Aaron White.

6 Q. Invenergy, they have buried a 345 line, 345 kV  
7 line in New York, correct?

8 A. I don't know.

9 Q. You don't know. Have you worked on any other  
10 Projects at Invenergy besides this one?

11 A. No. I specifically was hired to work on Grain  
12 Belt.

13 Q. Fair enough. So the bottom line, you would  
14 agree with me Invenergy, or Grain Belt Express, I know  
15 there's a separate LLC, I'm using them interchangeably,  
16 they have no plan to bury any portion of this line on  
17 any landowner; is that correct?

18 A. Yes, that's correct.

19 Q. I notice -- So in your, and I'm looking at  
20 page 14 now on your direct, there's a line 9 there says  
21 please describe the compensation package that Grain Belt  
22 Express will use in its negotiation with landowners  
23 along the Tiger Connector. Do you see where I'm at?

24 A. I do.

25 Q. Okay. And you set out in 11, 12, 13 that

1 there's 150 percent fair market fee value payment with  
2 20 percent up front and then in 13, 14 and 15 you talk  
3 about the balance being either paid as a lump sum or as  
4 an annual payment. Obviously lump sum is easy.  
5 Whatever the number is, that's what gets paid at  
6 construction, correct, or at commencement of  
7 construction? I'm sorry. You're nodding. For the  
8 record.

9 A. I'm sorry.

10 Q. That's okay. We all do that. Is that right?

11 A. That is correct.

12 Q. Okay. What my question is about the annual  
13 payment for as long as the easement remains in effect.  
14 So what is that and how much is that?

15 A. So the annual payments start -- So on signing,  
16 all landowners receive that 20 percent initial payment  
17 irregardless.

18 Q. Right.

19 A. The annual payment begins with 5 percent of  
20 that balance payment and is escalated by 2 percent  
21 annually per year thereafter.

22 Q. Okay. So let's just take \$100,000 for a nice  
23 round number so I make sure I understand the math.  
24 \$100,000 you get 20 grand up front. If you took a lump  
25 sum, you get 80 grand at commencement of construction,

1 correct?

2 A. Uh-huh.

3 Q. I think I'm doing the math right?

4 A. Sure.

5 Q. I will tell you one of the reasons I have to  
6 do this is because I can't do math. So that's why I've  
7 got to choose round numbers. So at 100,000 so -- but if  
8 you're going to take your annual payment then, you'd get  
9 your, and obviously still take \$20,000 up front, right,  
10 I mean, the landowner would get that either way?

11 A. Yes.

12 Q. And then at commencement of construction in  
13 year one they'd be paid \$5,000. That's 5 percent of  
14 100,000. That's the number I'm asking about.

15 A. Without having the easement form or an exhibit  
16 showing the payment in front of me, I cannot remember  
17 whether it's 5 percent of 100,000 or 5 percent of the  
18 80,000.

19 Q. Okay. It's one of those two numbers?

20 A. Yes.

21 Q. Was that -- I don't know that I ever, and I  
22 might be wrong, I don't think I ever saw that sheet in  
23 any of your scheduled exhibits. I saw the easement form  
24 itself but not the underlying contractual document or is  
25 it tied into the easement form and I missed it?

1 A. Let me dig through.

2 Q. Yeah, I'm sorry.

3 MR. SCHULTE: To speed up the process, the  
4 easement form is Schedule KC-4.

5 MR. HADEN: Right, and I've got it.

6 MR. SCHULTE: Tab 9 in the witness's binder.  
7 Not in your binder. The witness's binder.

8 THE WITNESS: I found it.

9 BY MR. HADEN:

10 Q. And that is in that KC form, KC-4 schedule  
11 filed?

12 A. Yes. So the payment is -- The payment terms  
13 are in a separate schedule, sorry, an exhibit.

14 Q. Exhibit, okay.

15 A. An exhibit with an easement. Those are  
16 typically not recorded and provided to landowners.

17 Q. Even a form of that exhibit or the various  
18 potential exhibits was not attached to your exhibit for  
19 this proceeding; is that fair?

20 A. Seems to be fair.

21 JUDGE DIPPELL: Can I jump in really quick  
22 because that is a question that I had and was wanting to  
23 know if a sample of Exhibit C and D could be provided.  
24 I'm looking at your counsel for that guidance.

25 MR. SCHULTE: As referenced in -- so Schedule

1 KC-4.

2 MR. HADEN: Yeah.

3 MR. SCHULTE: Paragraph 2a.

4 MR. HADEN: Well, 2 -- It's in 2 and 2a --

5 JUDGE DIPPELL: Mr. Haden, could you address  
6 your remarks to the Court so that the court reporter can  
7 get everything down?

8 MR. HADEN: I'm sorry. Mr. Schulte, it's in  
9 paragraph 2 and 2a there there's a mention of.

10 MR. SCHULTE: Just so I'm clear, which  
11 exhibits was the Judge requesting?

12 JUDGE DIPPELL: Exhibit C and D, which are the  
13 estimate or easement calculation sheet and the structure  
14 estimate and crop compensation calculation. I realize  
15 that those might be private to the landowners. But if  
16 there is a sample that could be provided.

17 MR. SCHULTE: I'll have to consult with my  
18 client before I can make that -- before I can respond,  
19 but I will do so and get back to you.

20 JUDGE DIPPELL: Okay. Thank you. Sorry to  
21 interrupt.

22 BY MR. HADEN:

23 Q. Okay. Recognizing we don't have the exhibits  
24 attached, the exhibits to the easement attached within  
25 this exhibit to the Court, the best you can tell us as



1 you sit here right now, I think as you said, just tell  
2 me if I'm mischaracterizing this, it's either 5 percent  
3 of the overall amount or 5 percent of the balance; is  
4 that right?

5 A. Without having that form in front of me, I  
6 would say yes.

7 Q. Okay. Whatever it is, it will be what that  
8 form says though, I assume?

9 A. Yes.

10 Q. Okay. I guess the other question then is,  
11 again, I think this is all going to be in the exhibit,  
12 does that annual payment -- that annual payment never  
13 runs out; is that right?

14 A. That's right.

15 Q. So the Project lasts 30 years, it will pay 30  
16 years; if it lasts 90 years, it will pay 90 years; is  
17 that right?

18 A. That's right.

19 Q. And I know that's beyond forecasted life.  
20 Just throwing numbers around, whatever that number is it  
21 will continue to pay, correct?

22 A. Yes, sir.

23 Q. Now, if you're not able to get easements, the  
24 Company is not able to get easements by negotiation,  
25 they are prepared to -- I think you said they already

1 have, but they're prepared to sue landowners under  
2 Missouri law to take those easements, correct?

3 A. Yes.

4 Q. When they, if you know, when they litigate  
5 under the taking statute to take the easement, are they  
6 seeking to take it and still pay these terms or are they  
7 seeking just to go with the bare terms of the statute?

8 MR. SCHULTE: I object. It's outside the  
9 scope of this proceeding and this Commission's  
10 jurisdiction when we get into the actual process of  
11 eminent domain. The Commission has recognized in  
12 previous orders it does not grant eminent domain.  
13 Eminent domain is granted by the legislature pursuant to  
14 statute and those statutes provide that the district  
15 court will preside over an eminent domain proceeding.  
16 So this is outside the scope of this proceeding.

17 JUDGE DIPPELL: Would you like to respond?

18 MR. HADEN: I would, Your Honor. So I mean,  
19 we already are in a world where they have -- the Company  
20 has attempted to reserve its rights and say look, House  
21 Bill 2005 doesn't apply to us. House Bill 2005 dealt --  
22 it amended several different statutes. One of the  
23 statutes it amended was 523.010, which I informally call  
24 the taking statute because that lays out takings  
25 authority. And we've got on the table an idea that

1 would even be part of this Order. But as to the fifth  
2 Tartan Factor about the public interest, I think the  
3 Commission has to know what the back half of the process  
4 looks like if there's not a voluntary easement reached,  
5 because I don't want anybody -- I don't know what the  
6 answer is to what it is going to be to this question and  
7 this witness may not know. I don't want anybody --

8 JUDGE DIPPELL: Hold on, Mr. Schulte.

9 MR. HADEN: I don't want anybody to walk away  
10 though thinking that if it's not the case that when they  
11 go to court they're also going to seek to take the  
12 easement but pay 150 percent in court if that's not what  
13 they're saying they're going to do. I think it does  
14 make a difference to the underlying -- I'm not arguing  
15 that the PSC can govern eminent domain directly in terms  
16 of relative to the circuit court, but I think it's  
17 important for the Commission to hear that as it makes  
18 the decision about the fifth factor of the public  
19 interest as to how the Company plans to conduct itself  
20 if this witness knows in those proceedings, because the  
21 only reason I say that for foundation the question right  
22 before this was is the Company planning to sue  
23 landowners to take easements if they can't get them  
24 voluntarily and the answer was yes. I think that's  
25 where the foundation comes in.

1 JUDGE DIPPELL: Mr. Schulte, you wanted to  
2 make another remark?

3 MR. SCHULTE: Yes. We strongly disagree that  
4 this Commission is required to determine how the  
5 statutes, the eminent domain statutes apply to this  
6 Company. That is a matter for the district courts. The  
7 statutes apply equally to all similarly situated  
8 transmission owners. And every other transmission owner  
9 that has come before this Commission for a certificate  
10 has not been subject to an analysis of landowner  
11 compensation process nor has the Commission ever  
12 addressed eminent domain proceedings as part of an  
13 application for a certificate of convenience and  
14 necessity. This Commission's role is to view whether  
15 the Project is necessary and convenient for the public  
16 interest within its area of expertise regarding electric  
17 utilities. That does not extend to eminent domain  
18 policy, and so I strongly disagree with Mr. Haden's  
19 arguments to the contrary.

20 MR. HADEN: I would like one more chance to  
21 respond, if I could, Judge.

22 JUDGE DIPPELL: I would like to just go ahead  
23 and rule. I will overrule the objection. Your  
24 objection is noted. The witness can answer if he knows  
25 the answer.

1 MR. HADEN: That's been about ten minutes ago  
2 so I'll ask it again.

3 BY MR. HADEN:

4 Q. So I think the substance of my question is, if  
5 you know, in the circumstance, the unfortunate  
6 circumstance that the Company moves ahead and sues a  
7 landowner to take property, the Company goes to court,  
8 is it planning to seek an Order to pay 150 percent as  
9 set out, looking at your exhibit here, as set out in  
10 that KC-4 exhibit or is it just going to fall back on  
11 the statute and say we'll pay whatever the statute says?

12 MR. SCHULTE: I'm just going to note an  
13 objection to that based on my previous arguments.

14 JUDGE DIPPELL: Objection so noted and  
15 overruled.

16 THE WITNESS: I am not in a position to know  
17 what -- I am not, again not being an attorney, not being  
18 the person that files those cases, I am not in a  
19 position to state what our plans would be for  
20 condemnation.

21 BY MR. HADEN:

22 Q. Okay. Just to be clear then, you're not  
23 making a commitment they would do that or they wouldn't  
24 do that, correct?

25 A. I don't think I'm in a position to make that

1 commitment.

2 Q. That's fair. Okay. I would like to look at  
3 the transmission line agreement a little more, this is  
4 an exhibit we've actually just been talking about, this  
5 is Schedule KC-4.

6 A. Sure.

7 Q. This is a public document. Couple questions  
8 about it. Give me just one second here. So this is the  
9 transmission line agreement that the Company is sending  
10 out through its land agents initially to try to obtain  
11 voluntary agreement to an easement, correct?

12 A. Correct.

13 Q. So far the Company has been using CLS; is that  
14 right?

15 A. Contract land staff.

16 Q. Thank you. I was about to ask what the  
17 abbreviation was. Contract land staff, just for  
18 background, I think you'll agree with me, that's a  
19 company that -- I mean, it's in the business of  
20 contacting landowners and they do this for other  
21 utilities as well, is that right, if you know?

22 A. I'm not familiar with their business beyond  
23 Grain Belt.

24 Q. Okay. When they reach out to a landowner, do  
25 they send them this transmission easement agreement as a

1 proposed agreement to see if they'll sign it?

2 A. They typically send out an introductory letter  
3 introducing themselves and the Project along with other  
4 information pertaining like a potential compensation  
5 calculation as well as a copy of this easement.

6 Q. Okay. Now, this -- Do you know if this is the  
7 easement -- or the text of this easement is the same as  
8 if the Company were to sue a landowner, would they seek  
9 this exact same easement from the court?

10 MR. SCHULTE: I'm going to object. Again, the  
11 condemnation process is governed by the statutes which  
12 are passed by the legislature. Those statutes provide  
13 that that process is under the purview of the district  
14 courts, not this Commission.

15 MR. HADEN: And Judge, I would respond nobody  
16 is arguing that it's not under the purview of the  
17 district courts, but it's relevant. It's still relevant  
18 to the fifth Tartan Factor as to the public interest. I  
19 mean, part of this is because the Company has come here  
20 and said look, we're going to acquiesce to the 150  
21 percent provision in Senate Bill 2005 as part of this  
22 proceeding, and that's great. It was at Farm Bureau's  
23 request. We're happy to recognize that. But then the  
24 underlying question though of if they don't get to a  
25 voluntary agreement, what sort of easement are they

1 going to seek in court I think is relevant for this  
2 body. Not because of who gets to make that  
3 determination. It's obvious the circuit courts make  
4 that determination. But because it goes to the question  
5 of the public interest as it relates to the request to  
6 tie to these conditions. And so I think it could be  
7 illuminating, I don't know what the answer is going to  
8 be, as to those questions about the text of this  
9 easement agreement as offered voluntarily versus whether  
10 this is also the text they will seek coercively.

11 JUDGE DIPPELL: Objection overruled.

12 MR. SCHULTE: If I may respond briefly.

13 JUDGE DIPPELL: One more time, Mr. Schulte.

14 MR. SCHULTE: Counsel for Farm Bureau's  
15 argument for relevance relies entirely on his assumption  
16 that the eminent domain process is relevant to the  
17 public interest standard under the Tartan Factors. That  
18 finding has never been made by this Commission. In  
19 fact, the opposite finding has been made that this  
20 Commission does not grant eminent domain or oversee  
21 eminent domain.

22 JUDGE DIPPELL: And I have previously  
23 overruled that objection and will do so now.

24 BY MR. HADEN:

25 Q. So the question, I think the substance of the



1 question is, do you know whether the language set out in  
2 this transmission line easement agreement that the  
3 Company is going to send out in an attempt to get a  
4 voluntary easement, is that the same language they will  
5 seek in an Order from the court in a condemnation  
6 proceeding?

7 A. I would say that the eminent domain  
8 proceedings, not being an eminent domain attorney or  
9 outside the area of my general expertise, I am not in a  
10 position to state what our plans would be under the  
11 scenario for the Tiger Connector. I'll say that our  
12 hope is to not have to enter into condemnation.

13 Q. Okay. So then working through this language  
14 in the second paragraph there towards the end of the  
15 second sentence -- well, let's just read that. I want  
16 to read that, the beginning of that paragraph 2 to you.  
17 It says landowner does hereby grant and convey unto  
18 Grain Belt, an exclusive as to the types of Facilities  
19 (defined below) perpetual easement, and it defines the  
20 Easement as a defined term, to construct, operate,  
21 repair and maintain a transmission line, as further  
22 described below. Do you see that?

23 A. I do.

24 Q. Do you know if the words operate or repair  
25 appear anywhere in Missouri's taking statute is

1 something that a Company has a right to take property to  
2 do?

3 MR. SCHULTE: Objection. Calls for a legal  
4 conclusion.

5 MR. HADEN: I asked if he knows.

6 MR. SCHULTE: There have been a lot of  
7 questions examining this witness who is not an attorney  
8 about legal processes and contents of statutes and they  
9 all call for a legal conclusion. He has testified he's  
10 not an attorney and is not familiar with the text of  
11 statutes.

12 JUDGE DIPPELL: What was your question again,  
13 Mr. Haden?

14 MR. HADEN: Well, it was complicated, Judge.  
15 It probably was a compound question to be fair. I think  
16 the question was, does this witness know whether the  
17 terms operate or repair are contained anywhere in  
18 Missouri's taking statutes such that they could be  
19 obtained for the Company in a takings action.

20 JUDGE DIPPELL: That is a bit specific and a  
21 legal conclusion. So I will sustain the objection.

22 MR. HADEN: Judge, I've got a lot more  
23 questions like that. So maybe that's where we're headed  
24 for all of them. I guess I need to put them on the  
25 record though just to have a record. I'm sorry. I'm

1 not trying to be obtrusive. We can fly through it. But  
2 if that is the Court's ruling, I'm just going to ask  
3 that question about a lot of these. So would you like  
4 me to put them in a blanket fashion and then get a  
5 blanket ruling?

6 JUDGE DIPPELL: Just proceed. This witness  
7 obviously is familiar with the general process and  
8 that's part of his job is getting this Project through.  
9 So I expect him to be aware of the general principles.  
10 But whether or not the Company is following a specific  
11 legal strategy or an interpretation of the statutes,  
12 this witness is not going to be able to answer. So with  
13 that, you ask your questions and I'll rule on objections  
14 as they come up.

15 BY MR. HADEN:

16 Q. Let me inquire then just to be certain. Judge  
17 Dippell has said it doesn't appear that you're going to  
18 know specific legal strategies or how to proceed on the  
19 statutes. Would you agree with that?

20 A. I would agree with that.

21 Q. So is it -- To save time here, is it fair to  
22 say you don't know, you're not going to know whether  
23 specifically the Company is going to seek any of the  
24 terms in this agreement as it said here in the voluntary  
25 agreement when they go to court, if they have to go to

1 court? I know it's an if. Assuming that they probably  
2 have to do it at least once. I'm not talking about the  
3 substance of an easement. Obviously that's what the  
4 action would be about. I'm talking about the specific  
5 terms contained within this easement.

6 A. I do not know.

7 Q. I do want to ask you specifically about  
8 subparagraph c in this or 2c in the document. That's  
9 going to be on the second page of that Schedule KC-4.

10 A. Sure.

11 Q. That's for a telecom easement. Do you see  
12 that?

13 A. Yes.

14 Q. Okay. So that reads the telecommunication  
15 easement. The easement may also be used for  
16 installation, operation, and maintenance of fiber optic  
17 cable and other equipment needed for the transmission of  
18 communications to or by third parties; is that correct?  
19 Did I read it right?

20 A. Yes.

21 Q. First of all, do you know is this intended to  
22 be communication to or by third parties for the  
23 Company's sake in operating the electrical line?

24 A. That's my general understanding.

25 Q. Is it alternatively or also there to be able

1 to sell access for telecom line to a third party?

2 A. I don't believe so.

3 Q. You don't think the Company has any plan to  
4 use that easement to sell access on to third-party  
5 telecommunication providers?

6 A. I don't believe so. Yeah.

7 Q. Okay. Well, going back up in the transmission  
8 easement, it's kind of a similar question, 2.b. The  
9 last sentence in 2.b, so it's actually the top of page  
10 2. Do you see that?

11 A. The top of page 2.

12 Q. Yeah, it's the last sentence, kind of the half  
13 paragraph at the top of page 2.

14 A. Sure. It says the Easement may be used for  
15 the transmission of electrical energy and for  
16 communication purposes, whether existing now or in the  
17 future in order to facilitate the delivery of electrical  
18 energy. I mean, that one seems to constrain the  
19 communication purposes to electrical energy only,  
20 correct?

21 A. Sure.

22 Q. But you don't know -- or you don't know or you  
23 do know whether the telecom easement -- let me make sure  
24 I'm hearing you right. Your belief today is not -- is  
25 that the telecom easement is not there to facilitate

1 selling access to the actual physical easement to a  
2 third party; is that correct?

3 A. I am not aware of any specific plans to do so.

4 Q. Do you know of any affirmative decision that  
5 the Company definitely wouldn't do that?

6 A. No, I'm not typically involved in those  
7 commercial discussions.

8 MR. HADEN: Just one moment, Judge. I'm  
9 looking at this exhibit here seeing what I can move past  
10 given the ruling.

11 BY MR. HADEN:

12 Q. Judge, to make a record, I would ask, if you  
13 look at paragraph 2.b, the very beginning where it says  
14 Transmission Easement. Do you see that? It's the very  
15 bottom of page 1.

16 A. Yes.

17 Q. It says the Easement includes rights to  
18 develop, permit, construct, reconstruct, repair,  
19 improve, alter, replace, operate, use, inspect. Do you  
20 see that language?

21 A. Yes.

22 Q. And to finish the phrase, maintain and remove  
23 a transmission line?

24 A. Yes.

25 Q. As to the words develop, permit, repair,

1 improve, alter, replace, operate, use, inspect, do you  
2 know whether the Company intends to seek an easement --  
3 if they have to move to condemnation action to seek an  
4 easement there that includes all of those words as part  
5 of a coerce or a court-condemned easement?

6 MR. SCHULTE: I object based on grounds  
7 already stated.

8 MR. HADEN: I'm shocked at Mr. Schulte.  
9 Judge, we've argued about, I think, the substance of  
10 this already.

11 JUDGE DIPPELL: Then the ruling stands.

12 MR. SCHULTE: Sorry. Which? So we sustained  
13 an objection regarding questions about the statute. So  
14 I'm a little confused on whether my objection on that  
15 question was sustained or overruled.

16 JUDGE DIPPELL: I'm sorry. Your objection  
17 was?

18 MR. SCHULTE: The question was whether these  
19 terms are going to be used, I believe, if whether these  
20 terms are going used in a condemnation proceeding.

21 MR. HADEN: Would the Company seek an easement  
22 in a condemnation proceeding that uses those same words.  
23 That is the question.

24 JUDGE DIPPELL: And I will sustain that  
25 objection.

1 MR. HADEN: Thank you.

2 BY MR. HADEN:

3 Q. I did have a couple questions about your  
4 surrebuttal testimony. If you could pull that out for  
5 me.

6 A. I'm there.

7 Q. Okay. Thank you. Give me just one moment.  
8 I've got to scroll down to what I was looking at.

9 MR. SCHULTE: Could you state the page number?

10 MR. HADEN: I will, yeah, when I find it.

11 BY MR. HADEN:

12 Q. Starting on page 15. And really more 16. So  
13 in your surrebuttal testimony there on page 16 starting  
14 at line 13, do you see there was a question posed to you  
15 that says on page 6 of Mr. Hawkins rebuttal testimony,  
16 he disapproves of Grain Belt Express' ability to use  
17 eminent domain authority because Grain Belt Express is a  
18 "private enterprise" and claims, among other things,  
19 that "landowners are forced to sell their land," and how  
20 do you respond? Do you see that question?

21 A. I do.

22 Q. Okay. You responded then at line 17. Your  
23 answer starts to begin, Mr. Hawkins does not describe  
24 what he means by "private enterprise." If "private  
25 enterprise" means a "for-profit entity," then his point



1 is illogical and unfounded because the largest public  
2 utilities in the state are for-profit--Evergy and  
3 Ameren. Do you see that?

4 A. Yes.

5 Q. Do you recognize any distinction between  
6 Evergy and Ameren and what they do versus what Invenergy  
7 is doing in this Project?

8 A. No.

9 Q. So as a starting point -- Well, let's read the  
10 next one. I'll come back around. I think we can cover  
11 both these first. Paragraph 20, your answer continued,  
12 if "private enterprise" means "privately-owned" (i.e.,  
13 not publicly traded), then his point is also illogical  
14 and unfounded because that circumstance is permitted by  
15 Missouri law and the Commission has previously issued  
16 CCNs to privately-owned companies. In any event, the  
17 manner in which a company decides to raise  
18 equity--through private ownership or publicly-traded  
19 stock--is not a basis for determining whether such  
20 company qualifies to be a public utility in Missouri.  
21 Now I'll stop reading for the record.

22 Question then is, you would recognize Ameren  
23 is a publicly-traded company, correct?

24 A. Yes.

25 Q. Is Evergy publicly-traded?

1 A. I believe so but I'm not certain.

2 Q. Invenergy is not publicly-traded, correct?

3 A. That is correct.

4 Q. From what I've seen of public disclosures, the  
5 majority owner for Invenergy is a government fund in  
6 Quebec; is that correct?

7 A. I am not intimately familiar with Invenergy's  
8 ownership structure.

9 Q. Do you know, because I don't think it was in  
10 your testimony where, for you, how many employees  
11 Invenergy or Grain Belt as an LLC will maintain in  
12 Missouri after construction of this Project?

13 A. I don't believe any specific plans have been  
14 made yet. So I don't know how many employees will  
15 remain in Missouri.

16 Q. You don't have any ballpark? It could be one  
17 or it could be a million, you don't know?

18 A. So there will be a number of employees at the  
19 converter station site in Monroe County and then  
20 Invenergy will -- Grain Belt will also have a number of  
21 either employees who are contractors involved in  
22 maintenance along the line. It's impossible for me to  
23 say what that number is at this point.

24 MR. HADEN: Okay.

25 JUDGE DIPPELL: Mr. Haden, I'm going to have

1 to interrupt you there. We're going to have to take a  
2 break so that Mr. Lamons can be elsewhere and the  
3 Commission can attend their regularly scheduled meeting.  
4 So we will reconvene at 10:30; or in the case that the  
5 Commission's agenda is still taking place, we will  
6 reconvene immediately after it adjourns. So for now we  
7 can go off the record.

8 (A recess was taken for weekly agenda.)

9 JUDGE DIPPELL: Okay. I think we can go ahead  
10 and go back on the record. So we're back on the record  
11 after a more extended break than I had expected. But  
12 the Commission's agenda has adjourned and the  
13 Commissioners will be joining us shortly if they're not  
14 already back online. It looks like some of them are  
15 already back online. So we were in the middle of or  
16 hopefully toward the end of Mr. Haden's  
17 cross-examination.

18 MR. HADEN: No pressure.

19 JUDGE DIPPELL: We'll just go ahead and resume  
20 where we left off.

21 WITNESS KEVIN CHANDLER RESUMED THE STAND.

22 CONTINUED CROSS-EXAMINATION

23 BY MR. HADEN:

24 Q. I know about where we left off. If I ask  
25 something that's been asked and answered, I apologize.

1 I think it will be quick. We were talking about Evergy  
2 and Ameren as private entities and relative to Grain  
3 Belt.

4 A. Sorry. Could you refer to where that is?

5 Q. Yeah, we had left off, we were looking at the  
6 bottom of page 16 and the top of 17 in your surrebuttal.  
7 I don't know. I'm sorry. I don't know what tab it is  
8 in your notebook.

9 A. I have a table of contents that's helpful.  
10 Okay.

11 Q. Okay. All right. So I just wanted to make  
12 sure I understand. You said Mr. Hawkins testimony is  
13 illogical and unfounded because the largest public  
14 utilities in the state are for profit. Ameren at least  
15 though, I think you said, is publicly traded, correct?

16 A. I believe so, yes.

17 Q. And so in theory anybody could buy a share of  
18 their stock and then at least have shareholder rights in  
19 the Company to ensure shareholders have rights, correct?

20 A. Correct.

21 Q. That is not true of Invenergy, correct?

22 A. Correct.

23 Q. I mean, it's held as a completely private  
24 corporation that's not even publicly traded, right?

25 A. That's my understanding.

1 Q. Okay. And as far as being a private  
2 enterprise, it also is not, Invenergy I mean and Grain  
3 Belt, they're not government owned. They're not owned  
4 by the public at all in the sense the government owns  
5 any part of them, correct?

6 A. I think I've stated before that I'm not  
7 intimately familiar with the ownership structure, but  
8 that's my understanding.

9 Q. Okay. And you also don't have -- Invenergy  
10 and Grain Belt are not owned in any sort of co-op  
11 structure with any state within the U.S. as far as you  
12 know; is that right?

13 A. That is right.

14 Q. Okay. And so would you agree then that there  
15 are differences between Invenergy and Ameren and Evergy,  
16 on the other hand, as far as their ownership structure  
17 and public accountability?

18 MR. SCHULTE: Objection. That last statement  
19 about public accountability assumes facts not in  
20 evidence. It's argumentative.

21 MR. HADEN: Judge, I'm looking at his  
22 surrebuttal testimony. He's saying that another witness  
23 has made statements that were illogical and unfounded  
24 and given because, and I'm trying to get to the bottom  
25 of those because to cross-examination in the other

1 direction. He discusses in there issues about, in two  
2 different questions, about the notion of privately owned  
3 versus and publicly traded, et cetera, those issues and  
4 also the issue about whether or not this is a private  
5 development versus something serving the public.

6 MR. SCHULTE: That's a good explanation of  
7 what the cross-examination has been about, but it  
8 doesn't explain the use of the term public  
9 accountability.

10 MR. HADEN: I don't think it's a confusing  
11 term. So I'm not sure what the -- I guess I don't  
12 really understand the legal basis of the objection.

13 JUDGE DIPPELL: I'll overrule the objection.  
14 You can answer. And you can clarify.

15 MR. SCHULTE: I'll try to clarify.

16 BY MR. HADEN:

17 Q. Ameren can at least be held accountable by  
18 shareholders who own publicly-traded shares of Ameren as  
19 shareholders, correct?

20 MR. SCHULTE: Objection. Calls for a legal  
21 conclusion.

22 MR. HADEN: If he knows.

23 JUDGE DIPPELL: I believe that does call for a  
24 legal conclusion. I'll sustain that.

25 BY MR. HADEN:

1 Q. Okay. When you talk about in your -- now I'm  
2 looking at line 17 through 21 at the bottom of page 16  
3 listed at line 20. You say if private enterprise means  
4 privately owned, i.e., not publicly traded, this point  
5 is also illogical and unfounded. Do you see that?

6 A. I do.

7 Q. Okay. And so I understand the point you're  
8 making in your testimony, but publicly-traded companies,  
9 if you know, can they be held accountable by their  
10 shareholders?

11 MR. SCHULTE: Same objection.

12 JUDGE DIPPELL: I will overrule the general --  
13 I mean, the objection for the general question that the  
14 witness does testify about what companies are for profit  
15 and private enterprise in his surrebuttal.

16 THE WITNESS: So I think the point that this  
17 is trying to make is to the extent that we are also  
18 regulated by the Missouri Public Service Commission as a  
19 utility in the same way that other utilities are  
20 regulated, then yes, I don't believe there's a  
21 distinction.

22 BY MR. HADEN:

23 Q. As to the regulation?

24 A. As to the regulation, correct.

25 Q. But there is a difference in corporate

1 governance, correct?

2 MR. SCHULTE: Objection. This witness has  
3 testified that he is not an attorney and he is not a  
4 witness to testify about corporate governance.

5 MR. HADEN: Judge, if that really is the  
6 objection, then I guess I would move to strike lines 20  
7 through 4 -- 20 on page 16 through line 4 of 17, because  
8 I think what the Company is representing is he's not  
9 competent to testify to the very things he's testified  
10 to here. I'm not saying that, by the way. That's their  
11 objection.

12 JUDGE DIPPELL: I'll again overrule the  
13 objection. If you want to make a motion to strike, then  
14 set that out.

15 MR. HADEN: With an overruled motion, I  
16 understand, Judge.

17 BY MR. HADEN:

18 Q. So the question was, there is a difference in  
19 corporate governance between a publicly-traded company  
20 and Invenergy, correct, if you know?

21 A. Yeah, I am not an expert in corporate  
22 governance and can't speak to that. Again, what I think  
23 we can speak to is the fact that we are regulated by the  
24 Missouri Public Service Commission as a utility, as well  
25 as the fact that as is stated in his testimony the



1 Commission has previously issued CCNs to privately-owned  
2 companies.

3 MR. HADEN: One moment, if I could, Judge.  
4 Judge, I think that's all I had for now obviously  
5 subject to recross some questions. Thank you.

6 JUDGE DIPPELL: Thank you. Mr. Agathen, you  
7 mentioned to me on the break that you had something  
8 you'd like to interject.

9 MR. AGATHEN: Yes, thank you, Judge. I'd like  
10 to correct a misstatement that I had made during  
11 cross-examination of Mr. Chandler. I represented to him  
12 that counsel for Grain Belt in his opening statement  
13 Mr. Schulte said that many landowners would benefit from  
14 the compensation package being offered. In fact, that  
15 statement came from their position statement. I believe  
16 Mr. Schulte is correct that in his opening statement he  
17 said that the vast majority would benefit from the  
18 package.

19 JUDGE DIPPELL: Thank you for that correction.  
20 All right then. Is there anything from Mr. Hollander  
21 today?

22 MR. HOLLANDER: No, thank you, Your Honor.

23 JUDGE DIPPELL: Ms. Stemme.

24 MS. STEMME: No questions.

25 JUDGE DIPPELL: Associated Industries.

1 MR. ELLINGER: No questions, Judge. Thank  
2 you.

3 JUDGE DIPPELL: Are there Commission questions  
4 for Mr. Chandler?

5 CHAIRMAN RUPP: Yes.

6 COMMISSIONER HOLSMAN: Go ahead.

7 CHAIRMAN RUPP: I'll go ahead and defer to  
8 Commissioner Holsman. I know he has a list.

9 JUDGE DIPPELL: All right.

10 COMMISSIONER HOLSMAN: Thank you. I do have a  
11 rather lengthy list of questions. So I just want to  
12 prepare you for that.

13 THE WITNESS: No problem.

14 QUESTIONS

15 BY COMMISSIONER HOLSMAN:

16 Q. And some of the questions that I have are  
17 probably going to meander into the direction of the  
18 previous list of questions. So I understand if you  
19 can't answer them. I understand but I'd like to ask  
20 them anyways to try to get better clarity on this.

21 A. Yes, sir.

22 Q. Can you confirm the number of Missouri  
23 landowners and the number of parcels involved in Phase  
24 I?

25 A. In Phase I in Missouri or throughout Phase I

1 for the entire Project?

2 Q. Well, the number of landowners in Phase I for  
3 the Project would only be the ones who live in Missouri.

4 A. I wasn't sure if you were including Kansas as  
5 well. The number of parcels I believe is in the realm  
6 of 578 for Phase I in Missouri. It can be difficult to  
7 calculate the number of unique landowners given title  
8 questions and things like that and some landowners own  
9 land themselves and some in the name of a business. So  
10 we typically talk in parcels.

11 Q. Okay. And earlier testimony provided that 87  
12 percent of them were under some form of agreement?

13 A. Approximately.

14 Q. And how many did you say? 578? What was that  
15 number?

16 A. I believe it's about 578.

17 Q. You've got 87 percent. How many do you  
18 anticipate being in Phase II?

19 A. I do not know off the top of my head. I don't  
20 know off the top of my head.

21 MR. SCHULTE: I just want to make a  
22 clarification for the record. I don't want there to be  
23 confusion in the record. And I think that if I  
24 understood Mr. Holsman's question right, your questions  
25 -- have all of your questions thus far been limited to

1 Missouri?

2 COMMISSIONER HOLSMAN: Yes.

3 MR. SCHULTE: I think the 87 percent number,  
4 and I'll let the witness verify that, I think we need to  
5 clarify.

6 THE WITNESS: That's correct.

7 BY COMMISSIONER HOLSMAN:

8 Q. So 87 percent includes all of Phase I, not  
9 just in Missouri?

10 A. That's right. For Phase I in Missouri, we are  
11 in the just north of 70 percent.

12 Q. 70 percent?

13 A. Yes, sir.

14 Q. Okay. And then in Phase II, for just Missouri  
15 residents how many do you anticipate? Is that a  
16 knowable number?

17 A. It is a knowable number. It's not a number  
18 that I know off the top of my head at this moment.

19 Q. Do you have a percentage of what that number  
20 that's not known would be of what you have currently  
21 under agreement?

22 A. I believe that number for Phase II Missouri is  
23 between 25 and 30 percent.

24 Q. Okay. What would happen to the payments  
25 related to any voluntarily obtained agreements for Phase

1 II if Phase II never occurs?

2 A. So when we sign a voluntary easement  
3 agreement, the landowner is paid 20 percent up front.  
4 Within three years, an extension payment of 10 percent  
5 is due. And the balance payment must be paid within  
6 three years after that or the easement expires.

7 Q. Okay.

8 A. For any -- The easement does not expire for  
9 any easements on which the full balance payment has been  
10 made.

11 Q. And do you know the date of when you would  
12 have received your first voluntary easement?

13 A. For Missouri?

14 Q. Yes.

15 A. I believe that Invenergy began land outreach  
16 in the second half of 2020, I believe, and there were a  
17 number of easements acquired by the previous owner of  
18 the Company prior to that.

19 Q. Okay. So if 2020 you got the first 20 percent  
20 up front, then 2023 would be the next 10 percent, three  
21 years they'd do the next 10 percent, and then the  
22 balance of it would have to be done by 2026, correct?

23 A. I believe so.

24 Q. If Phase II is not initiated by 2026, that 25  
25 to 30 percent that you currently have voluntary

1 agreement with, what happens if Phase II doesn't happen  
2 by the time, will they receive the balance by 2026 to  
3 lock in that lease even if Phase II doesn't occur?

4 A. Could you -- sorry. Could you rephrase the  
5 question or restate it, please.

6 Q. So the way I understand the time horizon and  
7 the math that we've got here, 25 to 30 percent of Phase  
8 II Missourians are already currently under agreement?

9 A. Uh-huh.

10 Q. You've also stated that it's 20 percent up  
11 front that they would receive for this voluntary  
12 agreement. Then within the first three years they would  
13 get an additional 10 percent. The balance of that would  
14 have to be paid within another three years. When that  
15 balance is paid, question one is, that easement is  
16 locked in, right?

17 A. Correct.

18 Q. It's no longer revocable by either side?

19 A. That's my understanding.

20 Q. What if Phase II is never constructed?

21 A. What would happen to those easements?

22 Q. What would happen to those easements?

23 A. I don't know that I can speak to what the  
24 Company would or would not do in that scenario.

25 Q. What would happen if the Company were to not

1 receive regulatory approval or for whatever reason  
2 decide not to build Phase II and you've already  
3 disbursed the 20 percent up front and hit the 10 percent  
4 three-year addition? What would happen to those funds  
5 in the event that Phase II was not built?

6 A. So any funds previously paid to landowners  
7 would not be clawed back.

8 Q. Is that in the --

9 A. That is in the easement.

10 Q. -- in the easement agreement that funds  
11 distributed will not be clawed back?

12 A. Yes, I believe so.

13 Q. Okay. The proposal is seeking to make  
14 modifications to landowner compensation for the Tiger  
15 Connector AC line increasing the landowner compensation  
16 from 110 percent to 150 percent of fair market value  
17 eliminating the structure payments and maintaining the  
18 agricultural impact payments. Is that correct? So the  
19 Tiger -- let me say that again. So the Tiger Connector  
20 line will increase the landowner compensation from 110  
21 percent to 150 percent and also eliminate the structure  
22 payments and maintain the agricultural impact payments?

23 A. That's accurate.

24 Q. That's accurate. Can you explain if or how  
25 any landowners might be worse off in terms of

1 compensation under the proposed compensation  
2 modifications as compared to the landowners compensated  
3 under the HVDC line agreement?

4 A. Yeah. As stated previously, it's unlikely  
5 that many, if any, landowners would be worse off. I  
6 guess there is a scenario where maybe hypothetically a  
7 landowner has a very small parcel let's say, you know,  
8 less than an acre or two and a structure would be placed  
9 on that property where perhaps they could have been  
10 better off with a structure payment. But in general  
11 that's an unlikely scenario I think from a design  
12 perspective.

13 Q. So is there any scenario in which a landowner  
14 that is on the Tiger line would have benefit in an  
15 agreement that was established under the original line?

16 A. I think in the scenario that I just mentioned  
17 that's hypothetically possible.

18 Q. Okay. Now, this 20 percent, 10 percent  
19 balance due at the end of the I guess six years, what if  
20 a landowner were opting for an annual payment option?  
21 Is it different structure than that up-front payment?  
22 And when would those payments start if they opt for an  
23 annual payment?

24 A. So the -- Sorry, I'm just trying to think to  
25 make sure I understand the question. But the annual



1 payment in terms of structure is in terms of how the  
2 annual payment itself is structured, not structured in  
3 terms of how it is structured, is the same as it is in  
4 the standard form easement. It would just be based on  
5 the 150 percent calculation, not the 110, and does start  
6 in year one.

7 Q. In year one of signing the agreement or year  
8 one of operation?

9 A. The first payment I believe is paid at start  
10 of construction.

11 Q. At start of construction.

12 A. Annually from there. It's escalated by 2  
13 percent per year.

14 Q. How long do those annual payments go for?  
15 Are they in perpetuity of the line?

16 A. As long as the line is in operation.

17 Q. Do they run with the land? If a landowner  
18 sells that parcel, the payment remains in place with the  
19 land?

20 A. I am not an attorney; but as I understand, the  
21 easement does travel with the land.

22 Q. Okay. When are the agricultural impact  
23 payments made? What conditions trigger a payment to  
24 landowners? Are those payments available in perpetuity  
25 and if and when the appropriate conditions occur?

1           A.     So the agricultural impact payment is designed  
2 to compensate landowners for observed damages during  
3 construction and the payment is -- and so that is  
4 designed to include compensation for the easement area  
5 as well as anticipated damages as outlined I believe by  
6 the agricultural inspector who is hired by the Project  
7 as part of the landowner protocol. Those are paid up  
8 front and it is a one-time payment that is designed --  
9 it's a one-time payment set at 300 percent of estimated  
10 impact.

11           Q.     Your direct testimony states that additional  
12 payments will be made to compensate landowners for crop  
13 damage, crop loss, field repair, damage to drainage  
14 tiles, temporary or permanent impacts to center-pivot  
15 irrigators or other similar impacts should they occur.  
16 My concern is the continued impact on landowners  
17 property post construction and how will the Company  
18 address damage caused by ongoing maintenance?

19           A.     So the Company will negotiate crop damage  
20 payments with the landowner on a per incident basis.

21           Q.     Do you have a sense of how frequently an  
22 occurrence might be that the Company would cause crop  
23 damage and how you would potentially mitigate that?

24           A.     I can't speak myself to which like the  
25 frequency of maintenance or damages would occur in

1 operation. I would say that in general the Company  
2 would endeavor to minimize impact.

3 Q. You testified earlier that you were at the  
4 hearing, the public hearings when we got testimony on  
5 this, correct?

6 A. Yes, sir.

7 Q. Some of the testimony that was presented there  
8 I have interest in in terms of what happens after this  
9 line has been constructed and you have to have access to  
10 it.

11 A. Right.

12 Q. Let me give you a hypothetical. Let's say  
13 that one of your towers requires maintenance, it  
14 requires a large vehicle to, you know, get to it and  
15 you've had to drive across a commercially viable field  
16 and you've done that damage. Does the easement give the  
17 landowner a clear path to compensation or is this  
18 something that they're going to have to hire an attorney  
19 for and go through the legal process to get the Company  
20 to make amends for the damage?

21 A. If you don't mind, I'm just going to pull the  
22 easement form up.

23 Q. Sure. Is that the KC-4?

24 A. If somebody could provide the number. Thank  
25 you.

1 Q. KC-4.

2 A. Sorry. Can you rephrase the question, please?

3 Q. What is the process by which a landowner will  
4 get a reconciliation payment or recompensation for  
5 damage done by the Company after the line is in  
6 operation?

7 A. So they would work with a Grain Belt  
8 representative to identify the area of crop damages and  
9 determine. Working with the landowner Grain Belt will  
10 determine what that value is and damages will be paid.  
11 And it states in the -- It also states in Section 3 that  
12 landowner will be made whole for any damages or losses  
13 that occur as a result of non-routine maintenance or  
14 reconstruction as well.

15 Q. When you were attending the hearings and  
16 listening to the landowners' concerns, what would you  
17 consider was their primary number one concern? What did  
18 you hear as the Company that they were most concerned  
19 about from that testimony?

20 A. I think in general it's a new Project and so  
21 it does represent a change to landscape. I do know  
22 there were a lot of questions and concerns regarding  
23 potential impacts to agricultural operations.

24 Q. One of those operations is pivot irrigation.  
25 We heard that the landowners were concerned that these

1 towers would disrupt pivot irrigation, how were those  
2 concerns addressed. The connector route, the Tiger  
3 Connector route map included green circles to indicate  
4 the impacted pivot irrigation systems. Initially how  
5 many potential systems were at risk?

6 A. I don't know specifically how many pivot  
7 systems were at risk. I know that during -- following  
8 the public hearings in the routing meetings a number of  
9 revisions were made to the potential route segments to  
10 avoid pivot irrigation impacts. And ultimately the  
11 route that was chosen was chosen because it does --  
12 there are no center-pivot, identified center-pivot  
13 crossings on that route.

14 Q. So there are none on the new route?

15 A. We believe so, yes.

16 Q. So you would suggest that you could quantify  
17 how many accommodations were made from the initial route  
18 to the preferred route?

19 A. I can't actually quantify how many were  
20 avoided, but I can state that the route as far as we're  
21 aware avoids center-pivot crossings.

22 Q. Can you describe how the landowners expressed  
23 desires to utilize existing right-of-ways, public  
24 easements or to co-locate with other existing  
25 transmission lines?

1           A.     Certain landowner comments did express a  
2     desire to parallel certain existing linear  
3     infrastructure.

4           Q.     Were any modifications to the route made as a  
5     result of those requests?

6           A.     I think a number of specific references were  
7     made in the routing study itself. I cannot -- I cannot  
8     myself detail specific instances. I know that a number  
9     of revisions to potential routes were made.

10          Q.     Why is it not possible to utilize existing  
11     right-of-ways or easements? It would seem that if you  
12     were going to follow an existing road or you're going to  
13     tie into existing lines that, you know, were already  
14     there, why isn't the Company more aggressive about  
15     finding ways to have this route be less impactful?

16          A.     So it is true that in certain instances  
17     paralleling things like existing transmission lines can  
18     be seen as opportunities, but at the same time because  
19     many of those lines have been up for a while they tend  
20     to be -- there tends to be built infrastructure around  
21     them. Many times those existing lines are closer to  
22     homes or businesses or buildings. So it's not always  
23     ideal to parallel those areas because of their proximity  
24     to other features that we endeavor to avoid.

25          Q.     What about scrub cover, marginal neglected

1 land rather than cropland or property with structures?

2 Was that a part of the assessment?

3 A. I believe so.

4 Q. Several landowners shared concerns over the  
5 potential removal of what we might call intentional  
6 trees. Some made mention of avoiding lands that  
7 utilized USDA Conservation Reserve Program, the CRP  
8 funding to plant those trees. Others asked that their  
9 trees not be disturbed because of premature harvest  
10 would devastate their crops. Other landowners asked to  
11 avoid siting along their tree line because they have  
12 cultivated it for years. What modifications were made  
13 to address these direct requests by the landowners?

14 A. Yeah. I believe the routing study may outline  
15 a number of instances where certain requests were made.  
16 In general, one of the reasons for selecting the route  
17 we did was to avoid tree clearing. It's my  
18 understanding that the route that we chose of the ones  
19 we evaluated will require the least amount of tree  
20 clearing.

21 Q. Okay. I remember a gentleman who testified at  
22 the hearing that on his property he requested that you  
23 move the line some 50 feet, 50 or 100 feet for whatever  
24 reasoning that he had for his property that that made  
25 more sense and he was told that that wasn't going to be

1 possible. Do you have an opportunity in place to  
2 communicate directly with the landowners on the line  
3 through their property if and when something like a  
4 simple 50-foot move might make sense and doesn't detur  
5 or adversely affect the route of the line?

6 A. Yes. So in the landowner negotiation process,  
7 we do begin conversations on micro siting adjustments to  
8 the line, and an important part of making those  
9 micro siting adjustments is where feasible from an  
10 engineering and safety standpoint we will try to  
11 acquiesce to landowner requests.

12 Q. Is that something that's only provided in a  
13 voluntary scenario?

14 A. I think I stated before I'm not incredibly  
15 familiar with the end stage of the condemnation process,  
16 but I do believe that we in general want to -- if  
17 possible we would do that. But again, I'm not  
18 specifically familiar with any particular condemnation  
19 adjustments that have been made.

20 Q. I tried to ask this question yesterday and was  
21 directed to inquire of you instead. Several farmers  
22 that utilize organic farming practices raised concerns  
23 that they would lose or potentially lose their USDA  
24 organic certification if the structure and wires were  
25 constructed on or over their land. Are you familiar



1 with what is required to receive that certification and  
2 whether the installation of an HVDC line would cause  
3 those farmers to lose organic certification?

4 A. Yes. In answer to that question, I would  
5 point towards the agricultural impact mitigation  
6 protocol.

7 Q. Page 10, provision 18?

8 A. That is correct. So this section of the  
9 mitigation protocol details how Grain Belt will work  
10 with landowners to minimize impact to organic farm  
11 production methods.

12 Q. Have you identified how many of those  
13 landowners might require that mitigation?

14 A. To my knowledge, we have not quantified them  
15 at this time. The letters, we will send letters to  
16 landowners and tenants prior to construction inquiring  
17 about the presence of those farm production methods. I  
18 don't believe those letters have been sent yet.

19 Q. I want to return to crop compensation for just  
20 a second. In paragraph 3 it states that Grain Belt will  
21 repair or pay at Grain Belt's option landowner or its  
22 tenants for any damage to improvements, livestock,  
23 crops, et cetera. The term at Grain Belt's option from,  
24 I know you're not a lawyer, but from a legal  
25 perspective, you know, we've all had our fair share of

1 experiences and hassles dealing with warranty claims and  
2 product rebates. When I read the provision at Grain  
3 Belt's option, I have to wonder what assurances the  
4 landowners have that that provision isn't a "you must  
5 sue me to have me compensate you for that," and I want  
6 to hear from the Company of their interpretation of what  
7 at Grain Belt's option means when it comes to these  
8 easement agreements.

9 A. I'm having a hard time finding that particular  
10 line. Could you direct me to that again? Sorry.

11 Q. Let's see. It's going to be in the KC-4.

12 A. Yeah.

13 Q. Subsection 3, top of page 3 under crop  
14 compensation. Grain Belt will repay or repair at Grain  
15 Belt's option landowner or tenants.

16 A. Thank you for that clarification. I was  
17 looking too deep in the paragraph. So again not being  
18 an attorney, my interpretation of that is that it's not  
19 Grain Belt's option whether or not to make the landowner  
20 whole. It is whether to repair or pay for the damages,  
21 not whether any recompense occurs.

22 Q. And again, this is if it's a voluntary  
23 easement, correct?

24 A. That is correct.

25 Q. So I know your counsel doesn't feel like we

1 have the authority to go into the condemnation section  
2 of the statute to discuss as a public interest. But I  
3 would ask this question. Do any of these protections in  
4 this easement agreement get transferred to a property  
5 that is eminent domain?

6 A. My assumption is yes. I cannot imagine that  
7 Grain Belt would want to treat landowners differently in  
8 the operations period whether or not they were condemned  
9 or signed voluntary agreements.

10 Q. As far as the annual payments go, you said  
11 it's a 2 percent escalator each year?

12 A. Yes, sir.

13 Q. Is that in perpetuity for as long as the  
14 transmission line is in operation?

15 A. Yes, I believe so.

16 Q. And I know you cannot predict the future, but  
17 what do these landowners -- what is the Company's  
18 response to these landowners who are concerned that in  
19 the event that your Company was to become insolvent and  
20 no longer operate this transmission line and these  
21 agreements would potentially be forfeited and they have  
22 these structures on their property, what is the  
23 Company's response to that concern?

24 A. So in the Missouri landowner protocol, which  
25 governs certain actions of the Company, there is a

1 section, Section 8, about the establishment of a  
2 decommissioning fund to handle the activities of  
3 dismantling, demolishing and removing all equipment  
4 facilities and structures, terminating easements and  
5 following the release of such easements and secure and  
6 maintaining and disposing of debris with respect to the  
7 Project facilities and performing any activities  
8 necessary to comply with applicable laws, contractual  
9 obligations that are otherwise prudent to retire the  
10 Project facilities. That's kind of an abbreviation, but  
11 that is the sense of what that part of the protocol  
12 outlines.

13 Q. Where would the funds come to execute that?

14 A. Sorry. What was the question?

15 Q. Would there be funds to execute that?

16 A. Correct. So at the commencement of  
17 construction of the Project, Grain Belt shall establish  
18 a decommissioning fund in an amount reasonably necessary  
19 to perform the wind-up activities described.

20 Q. Who would determine what's reasonable amount?

21 JUDGE DIPPELL: We have some kind of static or  
22 something. I'm not sure. Yesterday it was the  
23 air-conditioning unit.

24 BY COMMISSIONER HOLSMAN:

25 Q. Let me ask another question. I'm interested

1 to hear who decides what's reasonable. Do you have a  
2 suggestion of what would be reasonable, what that fund  
3 would require to have in it to successfully mitigate the  
4 construction of this line?

5 A. Yeah. So I do not specifically know who  
6 determines what amount is reasonable. I would note that  
7 in the section describing the decommissioning fund it  
8 does describe that the fund shall be increased as  
9 construction of the Project progresses sufficient to  
10 cover wind-up activities for Project facilities that  
11 have been constructed and installed. So I think you can  
12 take that to read that the funding would be sufficient  
13 to cover those activities.

14 Q. Is there any contemplation if the Company were  
15 to sell this line?

16 A. So it's my understanding that all the  
17 landowner protocol and the agricultural protocol govern  
18 the Project irregardless of who owns the entity. I  
19 think that in the event of such an occurrence these  
20 would still govern the Project.

21 Q. This is my last series of questions. Does the  
22 Company have a preference in a voluntary lease easement  
23 that is either an up-front payment or a perpetuity  
24 payment? Do you suggest one or the other to the  
25 landowner as one being more beneficial than the other?

1           A.    No, we do not.  That's a personal decision the  
2 landowner makes.

3           Q.    Do you present the math of what they could  
4 potentially expect if they chose one or the other?

5           A.    Whether that math is like specifically  
6 presented, the concept of both is explained in depth to  
7 the landowner.  Generally it's a question of whether the  
8 landowner values the up-front payment for whatever  
9 reason in terms of having that set amount at the time or  
10 whether they value recurring revenue from the Project,  
11 and that's where it comes into a personal decision about  
12 what's important to the landowners themselves.

13          Q.    If the landowner has made a decision and then  
14 have decided that another direction would be in their  
15 interest, do they have the ability to refund and change?  
16 Is there any provision that allows them to change their  
17 mind?

18          A.    I do not know the answer to that question.

19          Q.    Okay.  You say that you've got 87 percent of  
20 Phase I under voluntary agreement.  70 percent of that  
21 is in the state of Missouri.  That leaves 30 percent in  
22 Phase I for you to continue to negotiate with.  Do you  
23 have a time frame for when you think that 30 percent  
24 would potentially be in voluntary agreement or do you  
25 have a time frame in which you believe negotiations will

1 cease and then you will start condemnation process?

2 A. No, not myself. As stated before, the  
3 decision on whether or not to enter into condemnation is  
4 really a result of whether a landowner is willing to  
5 negotiate or whether negotiations are at an impasse and  
6 no longer viable. It's not necessarily a time  
7 perspective.

8 Q. But there is a clock ticking because you have  
9 to have the -- anybody who joined voluntarily has six  
10 years before the balance is paid, and I would think that  
11 the overall time horizon on the Project probably has  
12 some sort of financing clock associated with it as well.  
13 So the Company must know how long they have to continue  
14 voluntary negotiations before it has to switch over.

15 A. I would just state we're in late-stage  
16 negotiations with a large group of the remaining 30  
17 percent. But ultimately we are committed to voluntary  
18 negotiations in order to be productive.

19 Q. Do you have a target or a forecast of what  
20 percentage you will land on that are voluntary?

21 A. I do not.

22 Q. Okay. My last question is, we heard from some  
23 of the landowners in these hearings that they felt that  
24 there was a little bit of, and I want to choose my words  
25 carefully here to try to reflect their sentiment, there

1 was a little bit of predetermined coercion in the  
2 presentation of the lease agreements. I want to give  
3 the Company an opportunity that you didn't get in the  
4 hearing to address rather any of your negotiation  
5 tactics were intentional or unintentionally part of any  
6 type of it's already concluded so you might as well go  
7 ahead and sign up because this is going to happen and if  
8 you don't sign up now, then you'll regret it later,  
9 because that's what we heard in the hearing.

10 A. I would say that's not how Grain Belt  
11 landowner, or excuse me, Grain Belt land agents  
12 communicate to landowners. In general, we understand  
13 that there is an impact and potential inconvenience  
14 associated with landowners, associated with the Project  
15 to landowners, but at the same time the intention of  
16 offering 150 percent or in the case of the HVDC route,  
17 the 110 percent plus structure payments, it's my  
18 understanding that is significantly higher than what  
19 landowners may receive from another transmission  
20 company. So we try to recognize that through a fair  
21 compensation package through the advanced crop damage  
22 payment which is my understanding is generally more  
23 generous than what landowners would receive from other  
24 transmission companies and through things like the  
25 option for annual payments. And I think at the end of



1 the day by being governed by the landowner protocols, by  
2 the agricultural impact mitigation protocol and the code  
3 of conduct, Grain Belt is held to I think what most  
4 would see as a very high standard in terms of landowner  
5 outreach and communications. And that's -- I'll stop  
6 there.

7 Q. Do you think the Commission has the authority  
8 to determine what is just and reasonable in that  
9 decommissioning fund for the CCN to proceed?

10 A. I think that is beyond my legal expertise.

11 COMMISSIONER HOLSMAN: Thank you, Judge.

12 JUDGE DIPPELL: Thank you. Mr. Chairman, you  
13 had some additional questions?

14 CHAIRMAN RUPP: Thank you, Judge. I have a  
15 follow up on a couple of Commissioner Holsman's  
16 questions just to clarify.

17 QUESTIONS

18 BY CHAIRMAN RUPP:

19 Q. Just to clarify to make sure I heard you  
20 correctly, the 2 percent increase each year you said was  
21 in perpetuity?

22 A. Yes, sir.

23 Q. There is no cap?

24 A. No, sir.

25 Q. Regarding the agriculture impact payments, you

1 stated that was during construction. And then later it  
2 was you were discussing it about maintenance and I  
3 believe I heard you say it would be the agriculture  
4 impact payment would be available for non-routine  
5 maintenance. Does that exclude any damages to  
6 agriculture on routine maintenance?

7 A. It does not.

8 Q. It does not. So routine maintenance,  
9 non-routine maintenance, the agriculture impact is still  
10 applicable?

11 A. That's right. I would point to in the crop  
12 compensation section the statement of whether such  
13 damage occurs before, during or after construction. I  
14 would interpret that as crop damages for routine  
15 maintenance as well as non-routine maintenance.

16 Q. I thought I heard you say non-routine. I  
17 wanted to make sure there was not an exclusion. A bit  
18 of confusion in my mind on the conversation I believe  
19 you were having with the counsel from the Agricultural  
20 Association. I believe in that conversation we were  
21 talking about the 150 percent payments of the value that  
22 was 20 percent up front and then the balance is then  
23 lump sum or annual. The annual is 5 percent year one,  
24 then 2 percent each year. But I thought I heard in the  
25 conversation with Commissioner Holsman that it was 20

1 percent up front when signed, then 10 percent within  
2 three years and then balance paid in another three  
3 years.

4 A. Yeah, thank you for the opportunity to clarify  
5 that. So there's a 20 percent up-front payment to  
6 landowners. After that, Grain Belt could pay the full  
7 80 percent balance, but there's also a provision for a  
8 10 percent second payment which in effect that 10  
9 percent payment would be due within three years and that  
10 basically extends the easement. And so three years  
11 after that we would have to pay the remaining 70  
12 percent. So that was probably a little unclear. So  
13 Grain Belt could pay the full 80 percent. The most  
14 likely scenario, to be candid, is probably paying the 10  
15 percent and the 70 percent as the full balance payment.

16 Q. So this would be for those that chose not to  
17 do the annuitized perpetual payment. This is just  
18 applying to those that wanted the up-front payment?

19 A. Right. And to clarify the exchange earlier,  
20 the 5 percent payment would be -- the initial 5 percent  
21 payment would be either of the 70 percent or 80 percent  
22 if Grain Belt made the full balance payment up front and  
23 then escalated 2 percent per year from there on out.

24 Q. So the 5 percent comes into play if the  
25 landowner has taken the payments in perpetuity as long

1 as the Project?

2 A. Right.

3 Q. The 10 percent within three years is for the  
4 lump sum option?

5 A. I believe that's for all landowners. All  
6 landowners would receive the 10 percent as the second  
7 payment to extend, essentially extend the lease option,  
8 or excuse me, the easement option.

9 Q. I'm confused where the 5 percent.

10 A. The 5 percent is the first annual payment that  
11 is paid to landowners and that is 5 percent of that  
12 balance payment. And then from there that 5 percent is  
13 escalated by 2 percent every year.

14 Q. That runs different among numbers in my head.  
15 20 percent up-front payment using the counsel's \$100,000  
16 example. So twenty grand up front, there you go. Year  
17 one they get another \$4,000 which would be 5 percent of  
18 the 80,000 balance, correct?

19 A. If we're -- I was starting to do math, which  
20 is a bad idea for me. Using the \$100,000 example, the  
21 landowner would receive \$20,000 at signing, \$10,000  
22 three years later and then either \$70,000 as a lump sum  
23 balance or 5 percent of \$70,000 for their first annual  
24 payment.

25 Q. And that annual payment of \$5,000 would

1 increase by 2 percent each year?

2 A. That is correct.

3 Q. So 2 percent increases in that example is on  
4 the 5,000?

5 THE STENOGRAPHER: I'm sorry?

6 MR. PRINGLE: If I may, we do still have our  
7 little fun rate calculator up there if that would help  
8 the witness.

9 JUDGE DIPPELL: I also think that those  
10 missing attachments to the easement contract may have  
11 some of these calculations on it, if I'm correct?

12 THE WITNESS: You are correct.

13 JUDGE DIPPELL: I think the Commission is  
14 going to need those.

15 MR. SCHULTE: We do have those. Would you  
16 like me to -- I was waiting for redirect but we can  
17 enter those now, if that's more appropriate.

18 JUDGE DIPPELL: Did you say you have copies?

19 MR. SCHULTE: I do.

20 JUDGE DIPPELL: I think that would be a good  
21 thing.

22 MR. SCHULTE: For the record, there are two  
23 sets. Before I give them away, I want to make sure I  
24 explain them. There will be two exhibits. Exhibit 24,  
25 if I have my numbers right --

1 JUDGE DIPPELL: Yes.

2 MR. SCHULTE: -- Exhibit 24 includes Exhibit C  
3 easement calculation sheet and Exhibit D structure  
4 estimate and advanced crop compensation calculation in a  
5 standard form example for the HVDC landowners. That's  
6 Exhibit 24.

7 And Exhibit 25 includes Exhibit C easement  
8 calculation sheet and Exhibit D advanced crop  
9 compensation calculation in a standard form example for  
10 the Tiger Connector landowners assuming that the 150  
11 percent fair market value payment structure is approved.  
12 That's Exhibit 25.

13 JUDGE DIPPELL: Thank you. Would there be any  
14 -- well, you guys haven't seen them yet. I was going to  
15 ask if there would be any objection to the Commission  
16 receiving those attachments into evidence. I'm seeing  
17 none. The Commission will enter those into evidence.

18 (COMPANY EXHIBITS 24 AND 25 WERE RECEIVED INTO  
19 EVIDENCE AND MADE A PART OF THIS RECORD.)

20 JUDGE DIPPELL: Copies are being circulated.

21 MR. SCHULTE: As these are being distributed,  
22 they're not premarked, my apologies, but the easy way to  
23 tell the difference is Exhibit 24 has a landowner name  
24 Jane Doe at the top and Exhibit 25 has brackets for the  
25 landowner name.

1 JUDGE DIPPELL: Thank you for that  
2 clarification. Mr. Chairman, whenever you've had a  
3 chance to look at that and you're ready, just go ahead  
4 and continue.

5 CHAIRMAN RUPP: I'll review this a little more  
6 in depth.

7 JUDGE DIPPELL: Did the witness receive a copy  
8 of that too?

9 THE WITNESS: I do. Thank goodness.

10 BY CHAIRMAN RUPP:

11 Q. Again I'm going to go back. I need to  
12 understand this conceptually before I can --

13 A. Sure.

14 Q. So in the \$100,000 example, the 20 percent up  
15 front, there's \$20,000 payment. The next payment is 5  
16 percent that is due in year one and the 5 percent is on  
17 the remaining balance of the 80,000 that is owed?

18 A. So if you are looking at Exhibit C, the  
19 easement calculation sheet.

20 MR. SCHULTE: I'm sorry. Could we pause.  
21 We're having a distribution issue.

22 JUDGE DIPPELL: I'm sorry. I jumped the gun  
23 there trying to get things going.

24 MR. SCHULTE: Okay. I think we're clear.  
25 Thank you.

1 JUDGE DIPPELL: Thank you.

2 BY CHAIRMAN RUPP:

3 Q. So I do read that it says 10 percent of the  
4 total easement consideration in the second payment?

5 A. Correct.

6 Q. So that would be 5 percent off the 100,000,  
7 correct, if we're using the 100,000 initial?

8 A. 10 percent of total easement consideration  
9 would be \$10,000.

10 Q. Okay. Yes. So 10 percent. So where did this  
11 5 percent number come up at the end of the first year?

12 A. If you look in line 4 of the schedule for  
13 payment of total easement consideration, it specifies 5  
14 percent, and so that would be 5 percent in this  
15 situation of \$100,000, 5 percent of 70,000, which this  
16 calculator tells me is \$3,500, and it would be escalated by  
17 2 percent annually from there.

18 Q. So it would be \$3,500 for year two. Then it  
19 would be \$3,500 plus 2 percent the next year, whatever  
20 that number was plus 2 percent into perpetuity?

21 A. Yes, sir.

22 Q. Okay. In your exhibits these examples, on  
23 Exhibit 24, the one with Jane Doe you have a total  
24 easement consideration of \$34,958. Is that a  
25 representation of the average or is that an arbitrary



1 number and the third question what is the average that  
2 you have been --

3 A. So that's an arbitrary number. I would say  
4 that that is significantly below average of what we're  
5 seeing currently. For Tiger Connector counties, I would  
6 anticipate cropland based on what we've observed and  
7 what has been communicated in initial outreach to  
8 landowners, in general cropland is north of \$10,000 per  
9 acre.

10 Q. The only other unclear thing I have in my head  
11 is, and I think you answered it, but I just need you to  
12 repeat your answer. If condemnation proceedings are  
13 gone through with and the land has been taken via  
14 eminent domain, will the 150 percent of value be applied  
15 to that valuation or the larger of the two?

16 A. I cannot say at this time what the  
17 condemnation compensation will look like for Tiger  
18 Connector counties.

19 CHAIRMAN RUPP: Judge, that completes all the  
20 clarification questions I have. Thank you.

21 JUDGE DIPPELL: Commissioner Hahn.

22 COMMISSIONER HAHN: Thank you, Judge.

23 QUESTIONS

24 BY COMMISSIONER HAHN:

25 Q. To go back to the easements briefly, you had

1 stated that 578 landowners are in Phase I that are  
2 Missouri landowners and about 366 of those easements  
3 have been obtained. Can you say how many of those  
4 easements have been voluntarily obtained?

5 A. So bear in mind without having the numbers  
6 directly in front of me, I think I believe the number of  
7 voluntary easements acquired for Phase I is 369  
8 easements, 369 easements voluntarily acquired for Phase  
9 I in Missouri, again, I believe without having the  
10 numbers directly in front of me.

11 Q. Can you say how many easements in Missouri  
12 have been acquired that have been involuntary?

13 A. Yes. We have filed 19 condemnation cases in  
14 Missouri. Of those I believe six have been -- have  
15 concluded via negotiated settlement and I believe four  
16 have been acquired through the legal process.

17 JUDGE DIPPELL: Excuse me. Can I ask the  
18 gentleman with the camera to turn the light off. Thank  
19 you. I apologize.

20 THE WITNESS: No problem.

21 BY COMMISSIONER HAHN:

22 Q. I'm sorry. I caught that 19 proceedings have  
23 been filed, 6 have concluded by settlement and 4 could  
24 you restate the end?

25 A. I believe 4 easements have been acquired

1 through the court process.

2 Q. Thank you. And to go back to the Ag  
3 Associations line of questioning with regard to KC-4,  
4 Section c on Telecommunications Easement. Does Grain  
5 Belt anticipate installing fiber optic cable during  
6 construction of the transmission line or at a later  
7 time?

8 A. So this is I think probably worth clarifying  
9 what was said previously about telecommunications  
10 easement. So I believe looking at c, that could be  
11 interpreted as including third-party fiber optic  
12 communication. The Company I'm aware in the past has  
13 discussed the possibility of installing fiber for rural  
14 broadband on the line. This telecommunication easement  
15 language is not in involuntary easements. For the  
16 installation of easements -- excuse me. For  
17 installation of communications, there is communication  
18 cables that are necessary for the operation of the line  
19 and I believe Aaron White noted that in his testimony  
20 and those would be presumably installed at construction.

21 Q. Does Invenergy or Grain Belt, do you have any  
22 plans to -- I know you've mentioned or Invenergy has  
23 mentioned previously in testimony there's not any  
24 intentions to sell immediately the fiber. Is there any  
25 intention to lease the fiber?

1           A.    I am not aware of any intention to lease the  
2 fiber.

3           COMMISSIONER HAHN:   That concludes my  
4 questions.   Thank you.

5           JUDGE DIPPELL:   Thank you.   Are there any  
6 other Commissioner questions?   Okay.   I think I may have  
7 a couple more questions, but I want to take an  
8 opportunity to look through my list and remove the ones  
9 that you've already been asked.   So I think this is a  
10 good point to go ahead and break for lunch.   I know we  
11 haven't been going a super long time, but this seems to  
12 be a convenient breaking point.   So we'll go ahead and  
13 break for lunch and return at 1:30.   We can go ahead and  
14 go off the record.

15                   (The noon recess was taken.)

16           JUDGE DIPPELL:   Okay.   Let's go ahead and go  
17 back on the record.   Mr. Chandler, welcome again.

18           THE WITNESS:   Thank you.

19           JUDGE DIPPELL:   I have a few more questions.  
20 I'm going to try to fill in some blanks and hopefully it  
21 won't be too difficult.

22                                   QUESTIONS

23           BY JUDGE DIPPELL:

24           Q.    So back on your Schedule KC-4, the easement,  
25 looking at Section 2, again the optic cable installation

1 telecommunications section, is there any additional  
2 compensation for the landowners involved in that  
3 easement? That question may have been asked of you  
4 already.

5 A. Additional compensation for?

6 Q. For if the company installs the optic cable?

7 A. No, ma'am, the compensation remains the same  
8 for the schedule that was provided earlier.

9 Q. Okay. Sorry. You answered some of these. I  
10 thought I got them crossed off my list but I apparently  
11 didn't. Also in Section 2f it states that except in  
12 the event of an emergency, Grain Belt will provide  
13 notice to the Landowner at least 24 hours in advance of  
14 accessing the Property for the first time for the  
15 purpose of constructing, modifying or repairing the  
16 Facilities. Will there be any attempt to mitigate crop  
17 losses by communicating with the landowners prior to  
18 planting season if construction is scheduled to begin?

19 A. So for construction, the advanced crop  
20 compensation is paid irregardless of damages. So that  
21 we are -- we are assuming damage from construction. I  
22 think you're asking will there be attempts to mitigate  
23 that. Certainly we will attempt to mitigate crop  
24 damages with landowners to the extent possible, but they  
25 will receive the advanced crop compensation

1       irregardless.

2           Q.     Okay.  But basically the easement says 24  
3     hours and the Company.  As part of that mitigation  
4     strategy, has the Company discussed giving landowners a  
5     schedule ahead of time?

6           A.     I think it's very likely that a landowner,  
7     prior to construction the landowner will know in advance  
8     of 24 hours.  I cannot say how far in advance.  This in  
9     general I think is probably most applicable for  
10    maintenance or repairs, things like that, where they  
11    would occur during the operations period although it  
12    does factor into construction as well.  But this is --  
13    If you think about, you know, if a maintenance crew  
14    needs to go out or some sort of, or landscaping of that  
15    nature, we provide 24 hours notice, at least 24 hours  
16    notice.  So that notice could come in advance of that.

17          Q.     On section or paragraph 4 of that agreement,  
18    it mentions the transmission vegetation management  
19    policy.  Where could someone obtain a copy of that?  Is  
20    that attached to the easements at all or is that  
21    somewhere with the Company where the landowners can find  
22    it?

23          A.     So in Section 17 of the agricultural impact  
24    mitigation protocol, there's quite a bit of language  
25    around clearing of trees and brush and then back in

1 Section 9 there's some text detailing things like  
2 fertilization and/or seeding of disturbed soil. To my  
3 knowledge, the vegetation management plan itself has not  
4 been written yet and would become in place closer to  
5 construction.

6 Q. And would the Company provide that to  
7 landowners upon request or at the time the easements are  
8 established or?

9 A. I believe so.

10 Q. One or the other or both?

11 A. I think knowing that the plan itself is not in  
12 place, I think that would be something that would be  
13 more applicable on request either closer to construction  
14 or once in operation, and part of that, you know, again  
15 part of the landowner or the agricultural impact  
16 mitigation protocol outside of just the vegetation  
17 management plan details how we will coordinate with  
18 landowners on certain practices related to vegetation  
19 management as talked about organic farms but also some  
20 cooperation and coordination around things like clearing  
21 of trees.

22 Q. And then in Section 8 or paragraph 8, it's the  
23 cooperation section, it states to the extent permitted  
24 by law, landowner hereby irrevocably waives enforcement  
25 of any applicable setback requirements respecting the

1 location of the facilities. Do you know what the effect  
2 of that provision is and why it's needed?

3 A. I don't know what the effect of that is. In  
4 terms of -- in general I think a lot of the -- in  
5 general I do not know what the effect would be. To my  
6 knowledge, there are not setbacks related to  
7 transmission lines in many, if any, of the communities  
8 that we are going through. So I don't know that it has  
9 a specific -- a specific effect. As to why it's in  
10 there, not being an attorney I could not say.

11 Q. With regard to the landowner protocol and the  
12 Missouri agricultural impact mitigation protocol, those  
13 are Schedule KC-5 and KC-7, have the landowners  
14 expressed any concerns about those protocols so far or  
15 shared any industry best practices with Grain Belt  
16 beyond what is already included in those protocols that  
17 you're aware of?

18 A. Not that I'm aware of. They are -- not that  
19 I'm aware of. They are accessible to landowners via the  
20 Grain Belt Project website as well as presumably through  
21 the Public Service dockets.

22 Q. So you also probably -- Do you know if any of  
23 the parties or any of the landowners have requested any  
24 additions or changes to those protocols?

25 A. I'm not aware of any specific requests to



1 change those protocols from landowners.

2 Q. And if construction is to begin during what is  
3 typically the crop growing season and the landowner  
4 avoids planting crops -- never mind. You've answered  
5 that one. I'll scratch that.

6 What's the reasonable time estimate of the  
7 time that it takes to set transmission structures over a  
8 mile of land without the need for tree removal?

9 A. I'm not sure I follow the question.

10 Q. How long does it take to set those  
11 transmission structures in place over the length of a  
12 mile say?

13 A. That would be a question for Aaron White on  
14 the engineering team.

15 Q. And this may be also, but do you know how far  
16 apart the lattice structures are spaced? This may also  
17 be elsewhere.

18 A. I suspect it's filed elsewhere. I think for  
19 lattice structures potentially maybe 1,200 feet, as  
20 maybe 1,000 to 1,200 feet as an average.

21 Q. Okay. And the monopoles, somebody may have  
22 answered that question earlier too, how far they're  
23 spaced apart?

24 A. I believe that's filed in Aaron's testimony,  
25 but I would say between 800 and 1,200 feet would be my

1 guess and it just depends based on certain engineering  
2 considerations.

3 Q. And again I apologize if you've answered  
4 these, but I got a little confused. How would  
5 compensation for the Phase II easements be calculated?

6 A. So for Phase II, because it's an HVDC line, it  
7 would be calculated using the 110 percent of fair market  
8 value plus the structure payment compensation.

9 Q. Okay. Have land values increased in Missouri  
10 since the first easements were entered into for Phase I?

11 A. I don't know that I can answer that  
12 specifically. I think land values in general have been  
13 rising, but I don't know that I have the information in  
14 front of me right now to say to what degree since the  
15 first easements were signed.

16 Q. In your surrebuttal testimony on page 7, lines  
17 3 and 4 states if the Project is not achieved in  
18 advanced stage of land acquisition, then Grain Belt  
19 Express cannot obtain financing. What's considered an  
20 advanced stage of land acquisition? Do you know? What  
21 did you mean by that?

22 A. So I would hesitate to put a specific  
23 percentage on that. What I would say is that would  
24 encompass in all likelihood a significant percentage of  
25 land with the confidence that we would be able to

1 achieve 100 percent of easement acquisition prior to  
2 construction.

3 Q. What do you think is a significant percent?  
4 More than 50 percent, more than 75 percent?

5 A. Not being a finance expert, I don't know that  
6 I can speculate as to what percentage would be necessary  
7 to satisfy a financial counterparty.

8 Q. On page 17 of your direct testimony at lines  
9 10 to 11, and I'm sorry I'm jumping all over the place.

10 A. No problem.

11 Q. You stated Grain Belt Express is planning to  
12 offer easement agreements and substantially similar  
13 forms to the one attached as Schedule KC-4, and on page  
14 6 of that testimony you stated that 100 percent of the  
15 landowners across the existing route in Missouri have  
16 received executable agreements through the mail. How  
17 does the version of the easement agreement that was sent  
18 to the landowners along the original line as  
19 contemplated compared to those easement agreements in  
20 Schedule KC-4? Is there a difference between what was  
21 originally sent to 100 percent of landowners?

22 A. So to make sure I'm clear, you're asking what  
23 is the difference between easement agreements provided  
24 to landowners along the HVDC portion of the line versus  
25 the Tiger Connector portion of the line?

1 Q. Yes, unless there's more than one kind of  
2 agreement that's been --

3 A. So the difference is that the sample easement  
4 that has been provided to Tiger Connector landowners  
5 does include the 150 percent payment with note that if  
6 required to comply with regulatory mandates specifically  
7 requiring an adjustment meaning that if for some reason  
8 that was not approved, we would revert to the, in all  
9 likelihood, the previous version or something similar.

10 Q. So is the easement agreement in your  
11 testimony, the KC-4, and the exhibits that we've entered  
12 as 24 and 25, are those the same as what was sent to the  
13 landowners originally?

14 A. Yes. I believe that aside from the difference  
15 in compensation, the text and substance of the easement  
16 agreement itself and everything that was initially  
17 provided in KC-4, is the same along either the Tiger  
18 Connector or HVDC route.

19 JUDGE DIPPELL: I think that's all the  
20 questions I have, and I'll give the Commissioners one  
21 last opportunity. No more. Okay then. Is there any  
22 further cross-examination based on questions from the  
23 bench from MEC?

24 MS. WHIPPLE: No, Your Honor, thank you.

25 JUDGE DIPPELL: From Sierra Club.

1 MS. RUBENSTEIN: No, thank you.

2 JUDGE DIPPELL: Renew Missouri.

3 MS. GREENWALD: No, thank you.

4 JUDGE DIPPELL: Public Counsel.

5 MR. WILLIAMS: Thank you, no.

6 JUDGE DIPPELL: Staff.

7 MR. PRINGLE: Brief, Judge.

8 FURTHER CROSS-EXAMINATION

9 BY MR. PRINGLE:

10 Q. Mr. Chandler, I've just got a few questions to  
11 follow up from Commissioner Holsman's line of  
12 questioning from earlier. Are you aware of what the  
13 average size of the easements the Company is pursuing  
14 for the Tiger Connector?

15 A. Average size in terms of a right-of-way or per  
16 acre?

17 Q. Per acre.

18 A. I'm not.

19 Q. And also are you aware if the Company has ever  
20 received a variance on vegetation management from the  
21 Commission?

22 A. I'm not aware.

23 Q. And also right now currently for the Tiger  
24 Connector we're looking only at lattice structures,  
25 correct?

1           A.     For the Tiger Connector, we are presuming  
2 monopole structures.

3           Q.     Sorry about that.  And has the Company looked  
4 at any -- If the structures were to have to become  
5 different from monopoles, has the Company done any kind  
6 of analysis as to how that could affect the 150 percent  
7 market value payments?

8           A.     We have not conducted that analysis.

9           Q.     Do you know if an easement is signed regarding  
10 the monopole structure and then the structure is changed  
11 to let's say a lattice structure, would the Company have  
12 to revise that agreement with the landowner?

13          A.     Are you speaking for the Tiger Connector or  
14 for the HVDC route?

15          Q.     Tiger Connector.

16          A.     So because -- As proposed, there are no  
17 structure payments included.  So we would -- I don't  
18 believe we would have to modify the agreement should  
19 structure types change.  But to be clear, the intention  
20 is to use monopole structures for the Tiger Connector.

21          Q.     And then I guess going back to Phase I, would  
22 there be any kind of renegotiation if the structures  
23 changed on Phase I for the HVDC line, sorry, not just  
24 the Tiger Connector.  Let's say instead of lattice  
25 structures for the HVDC line those structures have

1 changed, would those agreements have to be renegotiated?

2 A. Would you give me a second. I'm reviewing the  
3 structure estimate and advanced crop compensation  
4 calculation for the HVDC line.

5 Q. Take your time, sir.

6 A. So the number of structures for the HVDC line,  
7 the number and type of structures to be placed on a  
8 landowner's property is not something that -- it's  
9 something that is not finalized until shortly before  
10 construction. So it's clear in the structure estimate  
11 provided to landowners in the Exhibit D is that it's an  
12 estimated number of structures. As we make micro-siting  
13 adjustments, the placement of structures could change  
14 along the route, and so that final total is not  
15 something that is determined until a little bit closer.  
16 So there would be no change to the easement. The final  
17 payment would be -- the structure payment would be based  
18 on the final number of structures that are installed on  
19 the property.

20 Q. Looking at that Exhibit D again, if let's say  
21 it's not a lattice structure, has the Company done any  
22 kind of analysis of how that price per structure would  
23 change if it's not a lattice structure, if the structure  
24 is changed later on?

25 A. So the per payment structure for lattice is

1 \$18,000 per structure, and the per payment -- per  
2 structure payment for monopoles is \$6,000 and the  
3 difference between those are really designed to just to  
4 recognize the difference in footprint between the tower  
5 types.

6 Q. And then same if the structures were to  
7 change, has the Company done any kind of analysis of the  
8 overall cost of the Project regarding that switch?

9 A. I am not aware that an analysis has been done.  
10 Mr. White on the engineering team would be more familiar  
11 with the difference in cost on various structures.

12 MR. PRINGLE: Thank you, Mr. Chandler.

13 JUDGE DIPPELL: Is there any further  
14 cross-examination based on bench questions from MLA?

15 MR. AGATHEN: Thank you, Judge. Yes. Hello.

16 THE WITNESS: Hello again.

17 FURTHER CROSS-EXAMINATION

18 BY MR. AGATHEN:

19 Q. I was a bit confused by an answer you gave to  
20 Commissioner Holsman regarding the percent of easements  
21 which I think you said which have been acquired in  
22 Missouri.

23 A. Yes.

24 Q. We established this morning, did we not, that  
25 Grain Belt has only less than 54 percent of the



1 easements it needs in Missouri?

2 A. No. I disagreed with that statement earlier  
3 this morning. We are -- We have acquired approximately  
4 60 percent of easements across the entire Project in  
5 Missouri.

6 Q. Do you have a copy of your responses to our  
7 data requests?

8 A. I do, yes.

9 Q. Can you find KC2?

10 A. Yes, I do have that.

11 Q. The question was with respect to page 6, lines  
12 7 to 8 of your testimony, what percent of the easements  
13 on the original Project in Missouri has Grain Belt  
14 secured and your response was as of November 21, 2022,  
15 Grain Belt has secured roughly 53.8 percent of the  
16 easements in the original Project in Missouri, correct?

17 A. That was true as of November 21, 2022.

18 Q. And you're saying that's no longer true?

19 A. I'm saying we've acquired further easements  
20 since November of last year.

21 Q. Did you update your response to our data  
22 request? Did anyone tell you that you're supposed to  
23 update your response to our data request if there's any  
24 change?

25 MR. SCHULTE: Objection. That calls for a

1 legal conclusion.

2 BY MR. AGATHEN:

3 Q. Did you update your response to our data  
4 request?

5 A. I don't recall doing so.

6 Q. And that 53.8 percent for the original Project  
7 you're saying is now what?

8 A. I would say approximately 60 percent at this  
9 point in time.

10 MR. AGATHEN: That's all I have, Judge.

11 JUDGE DIPPELL: Thank you. And is there  
12 anything from Agriculture Associations.

13 MR. HADEN: No further questions, Your Honor.

14 JUDGE DIPPELL: Thank you. Mr. Hollander.

15 MR. HOLLANDER: No, Your Honor.

16 JUDGE DIPPELL: Ms. Stemme.

17 MS. STEMME: No questions.

18 JUDGE DIPPELL: Associated Industries.

19 MR. ELLINGER: No questions, Judge. Thank  
20 you.

21 JUDGE DIPPELL: Is there redirect?

22 MR. SCHULTE: Yes, please.

23 REDIRECT EXAMINATION

24 BY MR. SCHULTE:

25 Q. Mr. Chandler, do you have a copy of the

1 routing study which is Schedule AB-2?

2 A. I do.

3 Q. Sorry. One of my documents seems to have gone  
4 missing. I have another copy though. Could you please  
5 turn to page 36 of 87 and I'm using the numbers in the  
6 bottom right-hand corner.

7 A. I'm there.

8 Q. This is with regard to some questions you  
9 received regarding how the routing team reviewed and  
10 incorporated public comments. Could you please read the  
11 first paragraph of Section 4.4.2?

12 A. Yes. It says immediately following public  
13 meetings, the routing team met to review comments that  
14 were written on comment cards or maps shared in  
15 conversations with Project representatives and submitted  
16 online via the virtual meeting. In addition to making  
17 the routing team aware of general landowner concerns  
18 about the Project, these meetings provided an  
19 opportunity to revise the potential routes where  
20 feasible based on new information provided by landowners  
21 and technical guidance provided by the engineering team.  
22 Revisions to the potential route network included  
23 eliminating potential routes are shown in the refined  
24 potential route network on map 4.

25 Q. Were you a part of those meetings to review

1 the public comments?

2 A. I was.

3 Q. And are you aware if those resulted in  
4 modifications to the route?

5 A. Yes, they did result in modifications to the  
6 route.

7 Q. And is that Section 4.4.2 of the routing  
8 study, does the remainder of that section walk through  
9 the specific modifications that were made?

10 A. Yes. It walks through a number of specific  
11 modifications made.

12 Q. Thank you. You were asked several questions  
13 about the difference between the proposed 150 percent of  
14 fair market value payment structure versus the 110  
15 percent plus structure payment -- payment structure.  
16 And in -- Do you recall those questions?

17 A. I do recall those questions.

18 Q. And are you aware that in Missouri Landowners  
19 Association statement of position they suggested that  
20 the Company should offer either/or of those payment  
21 structures to each landowner and let the landowner  
22 decide which payment structure was best for them?

23 A. I am aware of that.

24 Q. Could you discuss what practical challenges  
25 may arise if that type of compensation was required and

1 by challenges I am referring to challenges both to the  
2 company and to the landowner.

3 A. Sure. So starting with challenges to the  
4 Company, it would be difficult and probably confusing to  
5 have separate payment structures for several -- for  
6 various landowners along the same route of the line as  
7 our team that processes those payments would have to  
8 navigate the differences in those payment structures,  
9 and it becomes challenging just from a processing and  
10 record keeping perspective. To the landowner, it would  
11 actually -- could actually be challenging as well, as  
12 mentioned in the response to one of the other questions,  
13 because it is impossible for us to say with any  
14 certainty how many structures a landowner will  
15 definitely receive as part of the Project. We would be  
16 asking them to make a choice based on incomplete  
17 information.

18 Q. And presumably the Company would offer --  
19 would still offer payments over time or lump sum  
20 payments under either/or scenario?

21 A. Yes, it is our intention to offer the option  
22 between lump sum or annual payments for all landowners  
23 across Grain Belt.

24 Q. So if the landowner was offered 150 percent of  
25 fair market value, there would also be -- there would be

1 two branches of that option which would be lump sum or  
2 payment over time, correct?

3 A. Yeah. There would be two options under that  
4 scenario and then two further options under the other  
5 scenario as well. So four different payment options for  
6 landowners to choose from and also for our team to  
7 navigate in terms of processing and making of those  
8 payments as well.

9 Q. And in your opinion, you've testified that the  
10 vast majority of landowners under the Tiger Connector  
11 will receive greater compensation under the 150 percent  
12 fair market value structure, correct?

13 A. Yes, correct.

14 Q. And so generally from a general public  
15 interest perspective, is the confusion and challenges  
16 that you just discussed, what's your opinion when  
17 weighing between what you think is in the public  
18 interest between giving landowners these four options  
19 versus giving them the one option and the confusion that  
20 that would create -- sorry, that was not a very well  
21 stated question, but hopefully you understood what I was  
22 getting at.

23 A. Knowing that the vast majority of landowners  
24 along the Tiger Connector route would be in most cases  
25 significantly better off with the 150 percent payment

1 structure, it is our assumption that in the overall  
2 public interest for landowners along the route that the  
3 150 percent is the better option both for that reason.

4 Q. To the extent a landowner feels that the 150  
5 percent fair market value offer does not adequately  
6 compensate them in their specific situation, is the  
7 Company willing to negotiate?

8 A. We approach every conversation with landowners  
9 as a negotiation and the initial -- I mean, we make an  
10 initial easement offer in an attempt to build a  
11 relationship with the landowners and have conversations  
12 with them about valuation specific to their property.

13 Q. You mentioned previously that the landowner  
14 protocols, the code of conduct, the agricultural impact  
15 mitigation protocols establish a high standard for  
16 landowner interactions for Grain Belt. Do you recall  
17 that testimony?

18 A. I do recall that.

19 Q. Are employees and representatives of Grain  
20 Belt who come into contact with landowners given  
21 training on upholding those high standards?

22 A. They are, yes. We conduct trainings specific  
23 to the code of conduct and agricultural protocols and  
24 the landowner protocols with both Grain Belt employees  
25 and with Company representatives.

1 Q. Is that true if there's someone new joining  
2 the team as well?

3 A. That is true, yes.

4 Q. Do you recall discussions of the payment over  
5 time option? I believe that was referred to  
6 occasionally as a payment in perpetuity?

7 A. I do recall that.

8 Q. Is payment in perpetuity the most accurate  
9 term or is there a better way to think about that?

10 A. I think the accurate way to consider that is  
11 payment for as long as the easement is in effect.

12 MR. SCHULTE: Okay. Those are all the  
13 redirect I had. Thank you very much.

14 MR. HADEN: Judge, I would request recross  
15 based on that redirect.

16 JUDGE DIPPELL: I'm not sure. Can you be more  
17 specific, Mr. Haden.

18 MR. HADEN: I would request to recross the  
19 witness based on at least the first few questions that  
20 the Company has asked this witness in redirect.

21 JUDGE DIPPELL: Was there some new  
22 information?

23 MR. HADEN: Yes. I think there was new  
24 information to me based on the testimony elicited as to  
25 why they could not give both options to landowners.



1 JUDGE DIPPELL: I'm going to allow it just  
2 this once. I'm not going to make a habit. But I  
3 understand that the answers to that question were a  
4 little confusing. So I will allow you to ask a few more  
5 questions.

6 MR. HADEN: I'll be brief, Judge. Thank you.

7 RECROSS-EXAMINATION

8 BY MR. HADEN:

9 Q. I just want to make sure I understand what  
10 you're saying about the public interest elements of  
11 allowing two plans. We have -- We've heard testimony  
12 all week, you would agree, this is a complex Project  
13 that's going across four states ultimately, correct?

14 A. Yes.

15 Q. Have hundreds of landowners on it, correct?

16 A. Yes.

17 Q. It's going to move a lot of electricity across  
18 the country if it works out the way it's supposed to,  
19 correct?

20 A. Correct.

21 Q. So you have mathematicians, engineers and  
22 economists working on this Project, correct?

23 A. I can't speak to the specific backgrounds that  
24 you're mentioning, but we do have a wide range of  
25 subject matter experts.

1 Q. Is it your testimony today that it would be  
2 too confusing to track four variables of paying out to  
3 landowners? Is that really your testimony?

4 A. It would be burdensome on the Company and so  
5 because not only are we tracking different options but  
6 we're also tracking different valuation calculations  
7 based on 110 percent or 150 percent, and I think knowing  
8 that it is not feasible for us to give landowners a  
9 guaranteed structure payment -- we're not able to give  
10 them a guaranteed number of structures on their property  
11 and so close to construction. So we're putting them in  
12 the position of making a decision based on this  
13 incomplete information and then I think that coupled  
14 with having, you know, having to manage different  
15 payment structures we would be -- it would be  
16 significantly burdensome on our accounting and accounts  
17 payable departments.

18 Q. Do you think the Company would entertain an  
19 offer to create an Excel spreadsheet that would  
20 automatically do that math from the Agricultural  
21 Associations? It's a facetious question. I'm sorry.

22 MR. HADEN: You've answered my question.  
23 That's all I had, Judge. Thank you.

24 JUDGE DIPPELL: Mr. Schulte, would you like  
25 any further redirect?

1 MR. SCHULTE: No, thank you.

2 JUDGE DIPPELL: Thank you. Mr. Chandler, I  
3 believe that concludes your testimony.

4 THE WITNESS: Thank you, Judge.

5 JUDGE DIPPELL: You may be excused.

6 (Witness excused.)

7 JUDGE DIPPELL: All right. I think we can  
8 move on to Grain Belt's last witness who is only  
9 available today. So we will complete his testimony one  
10 way or another today.

11 MR. SCHULTE: Musical chairs, sorry, Judge.

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

16 THE WITNESS: I do.

17 JUDGE DIPPELL: Thank you. If you could state  
18 and spell your name for the court reporter.

19 THE WITNESS: Yes. My name is David,  
20 D-a-v-i-d, Loomis, L-o-o-m-i-s.

21 JUDGE DIPPELL: And whenever you're ready,  
22 Counsel. Take your time.

23 MR. PLUTA: Good afternoon, Dr. Loomis.

24 DAVID LOOMIS,  
25 having been first duly sworn, was examined and testified

1 as follows:

2 DIRECT EXAMINATION

3 BY MR. PLUTA:

4 Q. Could I get you to state your name and  
5 business address?

6 A. Yes. My name is David Loomis. My business  
7 address is 2705 Colby Court. That's Bloomington,  
8 Illinois 61704.

9 Q. By whom are you employed and what are your  
10 position titles?

11 A. I am President of Strategic Economic Research  
12 LLC, a consulting firm that I own. I am also Professor  
13 Emeritus, a Professor of Economics at Illinois State  
14 University.

15 Q. Okay. Are you the same David Loomis who filed  
16 direct and surrebuttal testimony and accompanying  
17 Schedules DL-1 and DL-2 on January 18, 2023 and May 15,  
18 2023 and marked as 21 and 22 respectively, Exhibits 21  
19 and 22 respectively?

20 A. Yes.

21 Q. Do you have any additions or corrections to  
22 make to your testimony at this time?

23 A. Yes, I have just a few. On my direct  
24 testimony, page 3, line 4, I'd like to insert the word  
25 emeritus, e-m-e-r-i-t-u-s, after professor. At the time

1 that I wrote this, I was a professor of economics and  
2 employed at the university. As of June 1, I've retired  
3 and so I retain the title of professor emeritus.

4 Q. Okay. Do you have any other additions or  
5 corrections to your testimony?

6 A. Yes. On my surrebuttal testimony, page 3,  
7 line 4, again I would insert emeritus after professor.

8 Q. Okay.

9 A. And then on page 5 of my surrebuttal  
10 testimony, footnote 2, I'd like to change Sarah Lange to  
11 Krishna L. Poudel, P-o-u-d-e-l, PhD. I attributed that  
12 statement to the wrong individual.

13 Q. Thank you. Other than those corrections, do  
14 you have any other additions or corrections to make to  
15 your testimony at this time?

16 A. No.

17 Q. Okay. And other than the changes you noted,  
18 if I asked you the same questions again today, would  
19 your answers remain the same?

20 A. Yes.

21 MR. PLUTA: Thank you. I would move the  
22 Commission to enter Exhibits 21 and 22 into the record.

23 JUDGE DIPPELL: Would there be any objection  
24 to Exhibits 21 and 22? Seeing none, I will admit those  
25 exhibits.

1 (COMPANY EXHIBITS 21 AND 22 WERE RECEIVED INTO  
2 EVIDENCE AND MADE A PART OF THIS RECORD.)

3 MR. PLUTA: Thank you, Dr. Loomis. I have no  
4 further questions. Your Honor, I tender the witness for  
5 cross-examination.

6 JUDGE DIPPELL: Thank you. Is there any  
7 cross-examination from MEC?

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

9 JUDGE DIPPELL: Sierra Club.

10 MS. RUBENSTEIN: No, Your Honor. Thank you.

11 JUDGE DIPPELL: Renew Missouri.

12 MS. GREENWALD: No, thank you.

13 JUDGE DIPPELL: Clean Grid Alliance.

14 MR. BRADY: No, thank you.

15 JUDGE DIPPELL: Public Counsel.

16 MR. WILLIAMS: Thank you, no.

17 JUDGE DIPPELL: Staff.

18 MR. PRINGLE: Brief, Judge. Good afternoon,  
19 Dr. Loomis.

20 THE WITNESS: Good afternoon.

21 CROSS-EXAMINATION

22 BY MR. PRINGLE:

23 Q. I just wanted to get your definition of a few  
24 economic terms for the record. How would you define  
25 economic feasibility?

1           A.     Economic feasibility really deals with a  
2 forward-looking standard for a project and say whether  
3 the revenues for that project would be sufficient to  
4 cover the expected cost.

5           Q.     Thank you, sir. How would you define economic  
6 viability?

7           A.     I guess I would put those together in terms of  
8 a feasible project and a viable project would be  
9 synonymous.

10          Q.     How do you define revenue certainty?

11          A.     I'm not sure I have a good definition for that  
12 out of context.

13          Q.     And then how would you define financial  
14 feasibility?

15          A.     I guess if I had to look at those differently,  
16 financial would include the ability to procure either  
17 debt or equity financing in order to do it. So the  
18 difference in my mind would be that it might be  
19 economically feasible but you'd need to get investors  
20 and the capital to actually do the project so it would  
21 be financially feasible.

22          Q.     Would you also see financial viability the  
23 same as financial capability?

24          A.     Yeah. I think if you're financially capable  
25 you'd be -- it would be financially feasible.

1 Q. And last question, Dr. Loomis, to maximize the  
2 benefits that you describe in your study, does the  
3 entire project need to be constructed to maximize those  
4 benefits?

5 A. To maximize the benefits, the whole project  
6 would need to be available, yes.

7 MR. PRINGLE: Thank you for your time,  
8 Dr. Loomis. No further questions.

9 JUDGE DIPPELL: Are there any questions from  
10 MLA?

11 MR. AGATHEN: Thank you, Judge. Good  
12 afternoon, Dr. Loomis.

13 THE WITNESS: Good afternoon.

14 CROSS-EXAMINATION

15 BY MR. AGATHEN:

16 Q. In making your estimates of the economic  
17 impact of the Project you used what is called the IMPLAN  
18 computer model, I-M-P-L-A-N all caps; is that correct?

19 A. That's correct.

20 Q. Could you turn, please, to page 8 of your  
21 direct testimony.

22 A. Okay.

23 Q. Looking at line 3, is it correct that using  
24 the IMPLAN model you estimated that for the three-year  
25 construction period of the Project it would produce the



1 full-time equivalent of about 5,747 new construction  
2 jobs in Missouri?

3 A. It would create or support that number of  
4 jobs, yes.

5 Q. That's the total for all three years?

6 A. That's correct.

7 Q. And at line 11 of that same page, you state  
8 that the total earnings impact from these construction  
9 jobs would be just over 586 million in Missouri; is that  
10 correct?

11 A. That's correct.

12 Q. And that's also a total for three years,  
13 correct?

14 A. Yes.

15 Q. Do you know how many of those one-time  
16 construction jobs would be filled by residents of  
17 Missouri as opposed to workers who move from one  
18 transmission project to the next?

19 A. That would be dependent on the hiring practice  
20 of the contractor that would do that.

21 Q. So you don't know?

22 A. I can't say for certain.

23 Q. Workers do move from one-time jobs to the  
24 next, do they not?

25 A. That's correct.

1 Q. Your study assumes that the construction work  
2 in Missouri would be filled 100 percent by residents of  
3 Missouri, does it not?

4 A. That's correct.

5 Q. The wages and job figures we discussed are  
6 what you would consider positive impacts from  
7 construction of the Project, correct?

8 A. I estimated both construction and operations  
9 but that's correct.

10 Q. Positive impacts?

11 A. Positive impacts.

12 Q. Isn't it true that the IMPLAN model is also  
13 capable of accounting for negative economic impacts of  
14 building a Project like the Grain Belt line?

15 A. The software is capable of estimating impacts  
16 depending on how you put in those variables. So yes,  
17 it's capable.

18 Q. Positive and negative?

19 A. Yes.

20 Q. When running the IMPLAN model in this case,  
21 isn't it true you did not account for a single negative  
22 economic impact from building the Grain Belt Project?

23 A. My analysis was limited to looking at those  
24 impacts for construction and operations of the line.

25 Q. So the answer is no, you didn't consider any

1 negative impacts?

2 A. And I also did not consider some positive  
3 impacts.

4 Q. Correct. But my question was about negative  
5 and your answer is you did not consider any?

6 A. I did not. I have negative impacts in my  
7 study.

8 Q. Did you read the testimony of Mr. Petti in  
9 this case?

10 A. Yes.

11 Q. At page 9 of his direct testimony Mr. Petti  
12 estimated that the addition of the Grain Belt Project  
13 will mitigate additional generation capacity investments  
14 of approximately 526 million per year or 7.6 billion for  
15 the life of the Project. So my question is, if his  
16 assessment is accurate, some generation Projects will  
17 not be built because of the addition of the Grain Belt  
18 line; is that correct?

19 A. I don't have his testimony; but assuming that  
20 that's what his study said, yes, I did not include those  
21 numbers in my analysis.

22 Q. And for each of those Projects which are not  
23 built, there obviously would be no jobs or other  
24 benefits created by these unbuilt Projects, correct?

25 A. I'm sorry. I'm lost in the hypothetical. In

1 his testimony was he saying that those other generating  
2 plants would have been built except for this line so  
3 there's new generation that will not be built because of  
4 the line?

5 Q. That's essentially correct, there's new  
6 generation that will not be built because of the Grain  
7 Belt Project.

8 A. Okay. And could you restate the question.

9 Q. Sure. And for those Projects which are not  
10 built, there obviously will be no jobs or other benefits  
11 created by the unbuilt Projects?

12 A. I did not put that into my model.

13 Q. The loss of the jobs?

14 A. I did not account for those numbers from his  
15 study in my analysis.

16 Q. And it's not just the initial construction  
17 jobs which are lost but also the O&M jobs over the life  
18 of those plants, correct?

19 A. Again, if these hypothetical new plants were  
20 built, it would include both the construction impacts  
21 and the operations impacts.

22 Q. And so if they're not built, there's a  
23 negative impact both from construction and from the  
24 ongoing O&M process, right?

25 A. Again, in this hypothetical, that's correct.

1 Q. Beginning at page 11 of his direct testimony  
2 in this case beginning at line 21, Grain Belt's witness  
3 Mr. Repsher testified that the supposedly low-cost power  
4 from the Grain Belt Project will displace higher-cost  
5 power from inefficient generators in MISO and Associated  
6 co-op and in other areas. If power is displaced from  
7 Associated co-op, for example, that means that  
8 Associated would be producing less power than it would  
9 have without the Grain Belt Project, right?

10 A. Could you state the question again.

11 Q. Sure. If power is displaced from Associated  
12 co-op's plants, just as an example, that means that  
13 Associated would be producing less power --

14 MR. PLUTA: Objection.

15 BY MR. AGATHEN:

16 Q. -- than they would have been without the Grain  
17 Belt Project?

18 MR. PLUTA: Mr. Agathen, can you point to  
19 where in Mr. Repsher's testimony he said that Associated  
20 co-ops would be shut down.

21 MR. AGATHEN: I didn't say shut down.

22 MR. PLUTA: Can you point to?

23 MR. AGATHEN: At page 11, beginning at line  
24 21, he testified that the supposedly low-cost power from  
25 the Grain Belt Project will displace higher-cost power

1 from inefficient generators in MISO and Associated co-op  
2 and in other areas.

3 MR. PLUTA: And your question based on that  
4 testimony was?

5 BY MR. AGATHEN:

6 Q. If power is displaced from Associated co-op's  
7 plants, that means that Associated would be producing  
8 less power than it would have been without the Grain  
9 Belt Project?

10 A. I don't agree from the word displace doesn't  
11 mean that it is shut down or that there's no other -- I  
12 think your premise would only be true if that generating  
13 plant was not -- was shut down.

14 Q. I'm saying that it is producing less power  
15 because of the Grain Belt Project.

16 MR. PLUTA: Objection. I don't believe that's  
17 what Mr. Repsher's testimony states. It says that it  
18 displaces higher-cost power but it never states that  
19 there would be a corresponding reduction in power from  
20 another generation facility. So I think you're assuming  
21 a fact that's not currently in evidence.

22 MR. AGATHEN: I disagree. He said that it  
23 would displace -- the Grain Belt Project would displace  
24 the output from other plants.

25 JUDGE DIPPELL: The testimony says displaces

1 higher-cost power from inefficient generators in MISO,  
2 SPP and SERC AECI. So inefficient generators in those  
3 areas. So that seems to say what Mr. Agathen's question  
4 is asking.

5 BY MR. AGATHEN:

6 Q. Do you remember the question?

7 A. Yes. So when you're -- Just because you're  
8 displacing that electricity, I'll go back to the case,  
9 you really need to say that you're shutting down that  
10 generating unit. Much of the costs of a generating  
11 plant are fixed costs. Even in some cases the labor in  
12 operating a plant, whether it's running at 40 percent  
13 capacity or 80 percent of its capacity, typically the  
14 same number of employees would be working. If it's a  
15 fossil fuel plant, there would certainly be savings in  
16 terms of the fuel costs. But the premise in terms of  
17 displacing is an accurate I think you have to go all the  
18 way to say no, no, the plant was shut down and is no  
19 longer in operation for you to definitively say that  
20 there's going to be job losses.

21 Q. What if, and I'm not talking about job losses  
22 at this point, what if a plant in Associated's area or  
23 anywhere else that we're talking about here, their power  
24 production is cut back because of the Grain Belt line.  
25 Is there a negative consequence there for that power

1 plant?

2 A. It would depend. And as I said, you know,  
3 there would be less -- in my hypothetical, there would  
4 be less fuel that would be utilized but then it would  
5 depend on where that fuel is sourced from. Many coal  
6 plants get their coal from the Powder River Basin  
7 because it's low sulfur coal and in that way the  
8 decrease in coal usage would be felt in Wyoming and the  
9 Powder River Basin rather than coal producers here in  
10 Missouri.

11 Q. Did you consult with Mr. Repsher about the  
12 amount of power which he believes will be displaced by  
13 the Grain Belt Project?

14 A. No, I did not consult with him.

15 Q. If enough power is displaced by the Grain Belt  
16 line, it could also impact the need for O&M expenditures  
17 at that plant, could it not?

18 A. Yes.

19 Q. And that would logically reduce the amount of  
20 labor involved in O&M operations, right?

21 A. No.

22 Q. Well, for example, if the power plant shuts  
23 down one unit, they're not going to have to clean the  
24 boilers there, right?

25 A. Yes. So you would have to add that condition



1 to your statement. It just does not logically follow to  
2 say operations and maintenance costs are reduced,  
3 therefore labor is reduced. You have to go into the  
4 specifics. So in your case if you shut down a unit and  
5 you no longer have to perform maintenance on that unit  
6 as a whole, yes, in that example. But you've now set  
7 more conditions to and provided some more information.  
8 It's not the general case where operations and  
9 maintenance expense is reduced will reduce the labor  
10 expense.

11 Q. Let me ask you this. Does your IMPLAN model  
12 reflect any of the consequences of reduced power  
13 production at other plants in Missouri?

14 A. No.

15 Q. On a related subject, did you do any kind of  
16 analysis to determine the negative impacts from the line  
17 on the elimination or deferral of utility demand-side  
18 programs?

19 A. Restate the question, please.

20 Q. Did you do any kind of an analysis to  
21 determine the negative impacts from the line on the  
22 elimination or deferral of utility demand-side programs?

23 A. I'm just failing to see the linkage between  
24 the line and the demand-side management programs.

25 Q. But your analysis did not take into

1 consideration any impact on demand-side programs?

2 MR. PLUTA: Objection. Assumes facts not in  
3 evidence. Mr. Agathen hasn't laid foundation for a link  
4 between the Project and demand-side programs.

5 JUDGE DIPPELL: I'm going to overrule the  
6 objection. He can answer whether he considered it or if  
7 he doesn't think there's a link then.

8 THE WITNESS: I fail to see the linkage and  
9 therefore I did not consider it relevant to be included  
10 in my analysis.

11 BY MR. AGATHEN:

12 Q. Okay. So I think we can cut this short. Your  
13 analysis did not include any impact from demand-side  
14 programs?

15 A. That's correct.

16 Q. Thank you. Could you please turn to page 5 of  
17 your direct testimony. Do you have it?

18 A. Yes, I'm at page 5.

19 Q. Beginning at line 14, you distinguish between  
20 the direct and indirect effects of a construction  
21 project like the Grain Belt line, correct?

22 A. Yes.

23 Q. And the direct effects include such impacts as  
24 spending and wages?

25 A. Yeah, those are the spending and wages of

1 employees of Invenergy or their contractors.

2 Q. Sure. And the indirect effects are production  
3 changes resulting from the changes -- changing input  
4 needs of a directly affected industry such as steel  
5 purchasing to be used for the support structures; is  
6 that generally correct?

7 A. Those are looking at those supply chain  
8 impacts of those industries that would be providing  
9 materials.

10 Q. And those are the indirect impacts?

11 A. Correct.

12 Q. Assuming that the Grain Belt line does result  
13 in negative direct effects such as from the elimination  
14 of generation or transmission projects, given that  
15 assumption, then it would also result in negative  
16 indirect effects associated with those eliminated  
17 projects, correct?

18 A. Again, I don't believe that there's going to  
19 be those negative impacts in the hypothetical question  
20 and then again the linkage, I'll go back to my coal  
21 example, it will depend where those supply chain impacts  
22 are felt where those supply chain materials, and so  
23 forth, are being sourced from. If it's out of state,  
24 then there would be no impact to Missouri like in the  
25 case of Wyoming Coal.

1 Q. You're not saying, are you, we're going back a  
2 couple questions earlier, you're not saying that there's  
3 no negative impact if a plant is not built at all  
4 because of the Grain Belt Project?

5 A. I'm not agreeing with the premise that there's  
6 a linkage between the line and the generating asset not  
7 being built.

8 Q. So you don't think that the Grain Belt Project  
9 would put plants that would otherwise have been built in  
10 a status where they economically will not be built; you  
11 don't think that that's the case?

12 A. Again, that would be a different analysis to  
13 look at. It assumes that there's a zero-sum game such  
14 that if you added one thing it will necessarily mean  
15 that you're going to decrease something else and I don't  
16 think that's the case here. I think we're looking at  
17 electricity demand growing.

18 Q. Despite the testimony of Grain Belt witnesses  
19 in this case to the contrary?

20 MR. PLUTA: Objection. Mischaracterizes the  
21 evidence. I don't believe any Grain Belt witnesses have  
22 said that there's going to be a decrease of amount of  
23 electricity in the system.

24 MR. AGATHEN: Not a decrease in electricity  
25 but that plants will not be built because of the Grain

1 Belt Project.

2 MR. PLUTA: Again, I don't think any Grain  
3 Belt witnesses said explicitly that there's going to be  
4 a plant that will not be built because of the Grain Belt  
5 Project's existence.

6 MR. AGATHEN: Well, I'm referring to the  
7 testimony that we covered earlier. I hate to have to go  
8 back and reread this, but at page 9 of Mr. Petti's  
9 direct testimony lines 11 to 13 he estimated that the  
10 addition of the Grain Belt Project will mitigate  
11 additional generation capacity investments of  
12 approximately \$526,000,000 per year or 7.6 billion for  
13 the life of the project. So Your Honor, I think there  
14 certainly is evidence in the case that according to  
15 Grain Belt there are projects that will not be built  
16 because of the Grain Belt Project.

17 JUDGE DIPPELL: Okay. I will overrule the  
18 objection.

19 MR. AGATHEN: Do you want me to repeat the  
20 question?

21 THE WITNESS: Please. Thank you.

22 BY MR. AGATHEN:

23 Q. Assuming the Grain Belt line does result in  
24 negative direct effects such as from the elimination of  
25 generation or transmission projects and it would also

1 result in negative indirect effects associated with  
2 these eliminated projects.

3 A. Again, assuming that that premise is true, you  
4 would have to look at where the supply chain impacts are  
5 coming from, where are the source materials.

6 Q. Sure. But there would be negative impacts  
7 somewhere?

8 A. Somewhere. It might not be in Missouri. It  
9 could be overseas.

10 Q. Do you know who is supposed to construct the  
11 Grain Belt line, what workers from what locations?

12 A. In our study, we assumed that those were going  
13 to be local construction workers.

14 Q. Isn't it logical to say that those same areas  
15 would be the source of workers for plants that are not  
16 built?

17 A. That's going to depend on Company hiring  
18 processes.

19 Q. But it certainly could be?

20 A. It is possible.

21 Q. I mean, isn't it likely?

22 A. Again, it will depend on a host of factors  
23 including, you know, again their hiring practice, what  
24 kind of generation it is. You know, if it were -- I'll  
25 just give you, again we're in the land of hypotheticals.

1 Right. If we're building a new nuclear power plant,  
2 there may be specialized expertise in that that's not  
3 contained in Missouri. So I don't think you can just  
4 say for sure what those impacts are going to be. You'd  
5 have to study that.

6 Q. Do you know where the workers came from that  
7 built the Callaway Nuclear Plant in Missouri?

8 A. I do not.

9 Q. Would you agree that if the Grain Belt Project  
10 is to be economically feasible, it will need to recover  
11 its cost of doing business?

12 A. Cost recovery is a regulatory construct. And  
13 I believe this is going to be a merchant plant. So I  
14 wouldn't use that terminology for a market based.

15 Q. Well, it's going to incur costs, is it not,  
16 the Grain Belt Project?

17 A. Could you restate the question.

18 Q. Would you agree that if the Grain Belt Project  
19 is to be economically feasible, it will need to recover  
20 its costs of doing business?

21 A. So I would say that if it's going to be  
22 economically feasible, the revenues from Grain Belt  
23 Express would have to exceed its costs.

24 Q. Thank you. And would recover those costs from  
25 entities buying capacity on the line, correct?

1           A.     I'm not familiar with how they would structure  
2 the products that they're selling to say that for sure,  
3 but they would have to have revenue sufficient to cover  
4 their costs.

5           Q.     So for example, if they sold capacity to  
6 Ameren, that would cover partially at least the cost of  
7 the Project?

8           A.     Yes.

9           Q.     In the normal course of events, if an end-use  
10 supplier such as Ameren purchased capacity on the Grain  
11 Belt line, you would expect to recover the costs of that  
12 capacity from its retail customers, correct?

13          A.     I believe that's a decision for the  
14 Commission. They would be in the position to say what  
15 is allowed in rate base, whether it's used and useful,  
16 whether it was prudently incurred. That would be a  
17 Commission decision that Ameren would have to request  
18 that to be allowed in rate base.

19          Q.     If it was a prudent decision to buy capacity,  
20 Ameren certainly would expect to recover those costs  
21 from its retail customers, would it not? It's not going  
22 to go out and buy capacity that it's just going to lose  
23 obviously?

24          A.     They would have the expectation certainly but  
25 it would be the Commission's decision as to whether that



1 actually gets recovered in rates.

2 Q. Sure. And my question was, wouldn't Ameren  
3 expect to recover those costs?

4 A. If they prudently incurred that capacity and  
5 it was used and useful, they would reasonably expect for  
6 that to be recovered in rates as a regulated utility.

7 Q. Could you turn to page 6 of your Schedule  
8 DL-2.

9 A. Okay.

10 Q. In the right-hand column there you state that  
11 local governments in Missouri will be paid millions of  
12 dollars by Grain Belt in property taxes, correct?

13 A. That first -- I state that the first full year  
14 property taxes would be \$13.9 million.

15 Q. And the money paid by Grain Belt for property  
16 taxes will ultimately be recovered in the cost of  
17 capacity paid to Grain Belt, correct?

18 A. They would pay that out of the revenues that  
19 they would receive from the Project.

20 Q. The answer is yes?

21 A. I guess I'm -- could you restate the question.

22 Q. The money paid by Grain Belt for property  
23 taxes will ultimately be recovered in the cost of  
24 capacity paid to Grain Belt?

25 A. That would be the plan, yes.

1 Q. And if the capacity is purchased by an end-use  
2 provider, again hypothetically Ameren, the utility would  
3 normally expect to recover those costs from its retail  
4 customers, correct?

5 A. Again, the expectation would be, but that  
6 would be a Commission decision.

7 Q. Sure. I'm well aware of that. So you list  
8 the property taxes -- let me strike that. Could you  
9 turn, please, to Schedule DL-2 to your testimony?

10 A. Yes.

11 Q. Looking at the middle of page 6 of 27, your  
12 study assumes that the total investment in the Project  
13 from Grain Belt will be \$7 billion, correct?

14 A. Yes. The line actually says the Grain Belt  
15 Express transmission line represents a \$7 billion  
16 investment by Invenergy Transmission.

17 Q. Right. Was that \$7 billion figure given to  
18 you by someone from Grain Belt?

19 A. That \$7 billion includes both the up-front  
20 capital expenditure for the Project as well as I believe  
21 it was the first 30 years of operations. So the capital  
22 expenditures was provided by Invenergy. The operations  
23 and maintenance figures were provided by Invenergy. But  
24 I think I did the calculation to come up with that total  
25 of \$7 billion based on their numbers.

1 Q. So that's not just for the construction of the  
2 Grain Belt line?

3 A. That's correct. That represents an investment  
4 of both the construction costs and a minimum of first 30  
5 years of life in terms of operations and maintenance  
6 expenditures.

7 Q. And did you base your calculations of the  
8 benefits, the savings from wages, et cetera, on the  
9 initial construction of the Project or did you also add  
10 in all these ongoing costs you've been talking about?

11 A. So I did two separate models. The first model  
12 was the impact storing construction and the second  
13 actually set of models was the ongoing annual impacts  
14 storing the life of the Project. So I separated those  
15 two out.

16 Q. Understood. Is it fair to say that Grain Belt  
17 did not ask you to look at or quantify any of the  
18 negative consequences which might result from its  
19 Project?

20 MR. PLUTA: Sorry, Mr. Agathen, I missed that  
21 question. Could you ask that again.

22 BY MR. AGATHEN:

23 Q. Is it fair to say that Grain Belt did not ask  
24 you to look at or quantify any of the negative  
25 consequences which might result from its Project?

1           A.     They did not ask me. They did not limit the  
2 scope. This report is typical of the types of reports  
3 that I produce for other energy projects. So there's  
4 nothing particularly in this report that Invenergy asked  
5 me to tailor to this specific analysis. It's the  
6 analysis that I typically perform for energy projects.

7           Q.     But there are models which are capable of  
8 quantifying at least some of the negative impacts that  
9 are caused by a project like the Grain Belt line, are  
10 there not?

11          A.     I suppose certainly there are others who may  
12 look at that.

13          Q.     Through a different model?

14          A.     Yes.

15          Q.     Would you agree that if you determine that a  
16 project will produce certain economic benefits such as  
17 jobs that it's still important to determine the net  
18 impact after taking into account the economic  
19 detriments?

20          A.     If there are economic detriments and you can  
21 quantify them, they should be taken into account.

22          Q.     And the net benefits net of any project  
23 including Grain Belt line would be the difference  
24 between the positive benefits and the negative  
25 detriments, correct?

1           A.    Yeah.  I think as I've already stated I, in  
2 addition to agreeing with you, that I did not include  
3 some of those what you've posed as hypothetical  
4 detriments.  There's also benefits that I did not  
5 quantify.

6           Q.    I understand.  We're looking just at the  
7 testimony and studies that you presented here, right?

8           A.    Right.  So my study looks at the economic  
9 benefits of construction and operations of the line.

10          Q.    On a different subject in estimating the  
11 positive impacts of the Project, we've established that  
12 one input to your model is the wages, salary and  
13 benefits to the workers who would be employed in  
14 construction of the line; is that generally correct?

15          A.    Yes.

16          Q.    And those wages and benefits figures were  
17 provided by Grain Belt to you?

18          A.    They provided a breakdown of the capital  
19 expenditures that also included their expected labor  
20 expenditures.

21          Q.    So the labor expenditures were given to you by  
22 Grain Belt?

23          A.    That's correct.

24          Q.    Were those gross wages?

25          A.    Yes, those were gross wages that they expected

1 to pay.

2 Q. And that would include an amount which will be  
3 withheld for various reasons from the workers just like  
4 federal income taxes, for example?

5 A. Right. Typically we look at earnings. In my  
6 report, I'm looking at both wages and benefits. So it's  
7 a kind of total compensation package and as you're well  
8 aware it's going to be money deducted from that. So the  
9 net pay that a worker will receive will be less than the  
10 total earnings that I list in my report.

11 Q. So the workers will not receive all of the  
12 wages that you have used in your report?

13 A. That's correct, in addition to those deducted  
14 from the employees' wages would obviously be the  
15 employer side of social security, a tax that would be in  
16 that number as well in terms of total earnings, but  
17 obviously they are not getting directly compensated for  
18 that.

19 Q. Other than income tax deductions from the  
20 paychecks, are there other deductions as well?

21 A. I think taxes are going to be the big one. In  
22 a model like IMPLAN, they don't think that they go down  
23 to the specificity of like, for example, a 401k plan  
24 where it could be deducted from your pay but then, you  
25 know, it's still yours, it goes into an account, and so

1     forth. I think this is more of a global picture of  
2     earnings, but there would be other deductions like that.

3           Q.     Other deductions that workers do not receive  
4     any benefit from. In the example you gave of a 401k  
5     plan, that's not really a loss to the worker, but are  
6     there other deductions which are like taxes a real loss  
7     to the worker?

8           MR. PLUTA: I would object to the extent that  
9     you're implying that paying taxes doesn't somehow return  
10    a benefit to the employee.

11          MR. AGATHEN: I'm not implying that at all.  
12    I'm just saying that the figures, in fact, Dr. Loomis  
13    has included for wages which he attributes to be  
14    benefits for the Grain Belt line, he's saying that the  
15    gross pay is what he included and I'm simply asking  
16    aren't there deductions so that his figures are in  
17    effect overstated.

18          JUDGE DIPPELL: With regard to the question  
19    that you specifically asked and to the extent that it  
20    implied paying taxes was not a benefit to the employee,  
21    then I'll sustain that objection, but I think you can  
22    rephrase your question. However, the witness has said  
23    that he used gross wages.

24    BY MR. AGATHEN:

25          Q.     Okay. Just to clarify, Your Honor, I hope I'm

1 not repeating here. The figures that you use in your  
2 study are gross wages, right?

3 A. It's not only wages but wages and benefits.

4 Q. Right. Understood.

5 A. It's total compensation.

6 Q. Total compensation, but you've included the  
7 gross amount of the wages?

8 A. Right. This is not net. This does not  
9 represent the final paycheck that the worker is going to  
10 receive at payday.

11 Q. Okay.

12 A. Yes.

13 Q. I think we're good. On a different subject,  
14 does the IMPLAN model reflect any negative consequences  
15 associated with accidents and worker injuries which  
16 could occur in building a transmission line over 200  
17 miles in length?

18 A. So to be clear, the IMPLAN model is looking at  
19 relationships between industry segments in the economy.  
20 So if you were to quantify some type of impact from  
21 construction workers, you may be able to get IMPLAN to  
22 give you estimates of the total economic impact of that.  
23 Probably more to your point, I did not quantify any type  
24 of input like that nor did I run an IMPLAN model to  
25 quantify that.



1 MR. AGATHEN: Thank you. Your Honor, at this  
2 time I'd ask the Commission to take administrative  
3 notice of one page from the transcript of the first  
4 Grain Belt case. That was EA-2014-0207. Specifically  
5 page 1500 from the transcript in that case.

6 JUDGE DIPPELL: And for the benefit of those  
7 online that you said that was page 1500 of the  
8 transcript?

9 MR. AGATHEN: Yes, lines 4 through 17 --  
10 through 18.

11 JUDGE DIPPELL: Lines 4 through 18.

12 MR. PLUTA: We're going to object to this for  
13 a few reasons. First, this is a series of one, two,  
14 three questions and answers that Dr. Loomis gave to  
15 Chairman Kenney in the EA-2014 case. Without including  
16 the entirety of Dr. Loomis's testimony, you know, at  
17 initial level it seems improper. Second, Dr. Loomis's  
18 analysis in the 2014 case would have been cordoned to  
19 the specifics of the Certificate of Project as opposed  
20 to the Amended Project. So all of the numbers are  
21 different too. So I don't know if it's fair to cherry  
22 pick this section of his previous testimony without more  
23 context at least.

24 JUDGE DIPPELL: Mr. Agathen.

25 MR. AGATHEN: Yes, Your Honor. If a witness

1 has said something during the course of a hearing, it  
2 would be virtually impossible to continually bring in  
3 the entire transcripts of testimony not only in this  
4 instance but for other cases of impeachment. It would  
5 just be too cumbersome a process and there's really no  
6 reason for it. These words on this page speak for  
7 themselves.

8 MR. PLUTA: I think the other issue that I  
9 have is assuming you plan to use the highlighted text in  
10 terms of following the best evidence, Dr. Loomis has  
11 been pretty clear that he used gross economic benefits  
12 as his calculation tools and not net economic benefits.  
13 So I don't really see the point in bringing up a similar  
14 economic model that he used in the past when he's  
15 already answered the same questions that you've asked  
16 about the current model.

17 JUDGE DIPPELL: Mr. Agathen, what is the  
18 purpose of this testimony? Are you using this to -- of  
19 the page of the transcript.

20 MR. AGATHEN: To nail down the concept that he  
21 has not looked at any negative consequences of building  
22 the Grain Belt line.

23 MR. PLUTA: He's answered that question.

24 JUDGE DIPPELL: I have to agree. I think that  
25 that is clear from the witness's testimony. I'm not

1 sure what this page from the transcript adds to that.

2 MS. WHIPPLE: And Your Honor, if I could add  
3 an objection before Your Honor rules, MEC makes a  
4 straight-up due process objection. We were not a party  
5 in the 2014 case, and so sworn testimony cannot be  
6 admitted against us without denying us the opportunity  
7 to meet that evidence with our own testimony or  
8 cross-examination. Since we weren't a party, that  
9 opportunity is lost and so for our objection is  
10 straight-up due process.

11 JUDGE DIPPELL: Mr. Agathen, do you have any  
12 other argument that you wish to make?

13 MR. AGATHEN: I don't think so, Your Honor.  
14 I'd be repeating myself.

15 JUDGE DIPPELL: I'm going to sustain the  
16 objections and not admit this, but I am marking it as  
17 Exhibit 303 for identification purposes and so that it  
18 can be included in the record --

19 MR. AGATHEN: Thank you, Judge.

20 JUDGE DIPPELL: -- but not as evidence.

21 MR. WILLIAMS: Judge, since you're marking it  
22 as an exhibit, are there additional copies?

23 JUDGE DIPPELL: Oh, I'm sorry. We can get  
24 additional copies, but that is in the Case EA -- it's  
25 EA, isn't that correct, Mr. Agathen?

1 MR. AGATHEN: Right.

2 JUDGE DIPPELL: -- 2014-0207, is that correct,  
3 and it's page 1500, lines 4 through 18 of the  
4 transcript.

5 MR. AGATHEN: It's obviously available on the  
6 EFIS system.

7 JUDGE DIPPELL: Yes.

8 MR. WILLIAMS: I'm not asking for a physical  
9 copy now. Thank you. That will suffice.

10 JUDGE DIPPELL: Okay. Thank you. Do you have  
11 additional questions, Mr. Agathen?

12 MR. AGATHEN: I do, Judge.

13 BY MR. AGATHEN:

14 Q. On a number of questions based on your  
15 surrebuttal testimony, at page 5 of your surrebuttal you  
16 mention that you have prepared economic analyses which  
17 were used in two prior cases at the Commission; is that  
18 correct?

19 A. Where is that in my surrebuttal testimony?

20 Q. Page 5.

21 A. Page 5. Yes, I prepared a report that was  
22 attached to somebody else's rebuttal testimony  
23 previously.

24 Q. So you didn't actually present testimony in  
25 the last Grain Belt CCN case, right? That would have

1 been EA-2016-0358?

2 A. I believe that's correct, just the report.

3 Q. And someone else submitted your report as an  
4 attachment to their testimony?

5 A. I think so.

6 Q. In that 2014 case, you also used the IMPLAN  
7 computer model to quantify your benefits, did you not?

8 A. Yes.

9 Q. Do you recall what the Commission said about  
10 your analysis in that first Grain Belt case?

11 A. No.

12 MR. AGATHEN: I'm handing the witness a  
13 two-page excerpt pages 17 and 25 from the Report and  
14 Order in Case No. EA-2014-0207.

15 MR. PLUTA: I would point out that this is the  
16 Report and Order in EA-2014-0207 issued on July 1, 2015.  
17 The Commission later ruled in EA-2016-0358 a Report and  
18 Order on Remand. The Report and Order on Remand is what  
19 is referenced in Dr. Loomis's testimony and not this  
20 Report and Order that Mr. Agathen has presented.

21 MR. AGATHEN: The witness didn't testify in  
22 the last case. So this is a Commission finding as to  
23 the validity of his model and the use of the model to  
24 support the benefits of the Grain Belt line.

25 JUDGE DIPPELL: And did you hand me a copy of

1 that, Mr. Agathen?

2 MR. AGATHEN: I'm sorry. Sorry, Judge, I did  
3 not. I have to take it back from the witness  
4 momentarily.

5 MS. WHIPPLE: Your Honor, again since this is  
6 the case MEC was not a party to, could we have just a  
7 minute maybe to look over Grain Belt's shoulder, because  
8 we don't have a copy of what this is either and I don't  
9 know if I need to object.

10 JUDGE DIPPELL: Yes.

11 MR. PLUTA: For the record and for people that  
12 are following along at home, this is a three-page  
13 exhibit, one of them is a cover sheet for the Report and  
14 Order issued in July 1, 2015 in EA-2014-0207 and it's an  
15 excerpted portion that begins on page 17 of the Report  
16 and Order and goes -- I'm sorry. It's two different  
17 pages that are not consecutive. One of them is page 17  
18 of the Report and Order. I have highlights on  
19 paragraphs 54 and 55 and then the next page is page 25  
20 of the Report and Order and I have highlighted a single  
21 sentence from the second paragraph on the page. We need  
22 a second to review this.

23 JUDGE DIPPELL: I think this is probably a  
24 good place to take a break. Okay. Let's take a break  
25 for 15 minutes and return at 3:35.

1 MR. PLUTA: Thank you.

2 JUDGE DIPPELL: We can go off the record.

3 (A recess was taken.)

4 JUDGE DIPPELL: Okay. We're back on the  
5 record after a break. There was some discussion. We're  
6 going to try to stay late this evening to make up some  
7 lost time. So where we left off was Mr. Agathen had  
8 requested the Commission to take official notice of a  
9 couple of pages from a transcript -- from a Report and  
10 Order in EA-2014-0207. Did I characterize that  
11 correctly, Mr. Agathen?

12 MR. AGATHEN: Judge, I'd like the witness to  
13 read in the highlighted portions from that Order.

14 MR. PLUTA: Your Honor, so I believe when we  
15 were leaving for the break we wanted an opportunity to  
16 review to decide if we wanted to object and decided to  
17 object. This is a Report and Order from the 2014 case  
18 which, you know, resulted in the denial of a CNN. But  
19 later in the 2016 case with the revised application the  
20 Commission ruled in Grain Belt Express's favor and cited  
21 positively to Dr. Loomis's report. To the extent that  
22 Mr. Agathen wants to cite to this in his briefing, he's  
23 certainly allowed to. It's part of the Commission's  
24 previous orders, but I don't really see the relevance in  
25 having Dr. Loomis read this into the record.

1 MS. WHIPPLE: Your Honor, when you're ready,  
2 MEC would have its own objection.

3 JUDGE DIPPELL: Go ahead.

4 MS. WHIPPLE: Yes, Your Honor. The same due  
5 process objection that we raised to Mr. Agathen's  
6 attempt to have the witness read in partial testimony  
7 from the 2014 case, we have the same objection for  
8 reading into the record of evidence a piece of the  
9 Report and Order from that case because, of course, MEC  
10 was not a party. And that would violate our due process  
11 rights to be present and meet evidence and perhaps rebut  
12 the evidence with our own or through cross-examination.

13 I would echo what Mr. Pluta said. Mr. Agathen  
14 is certainly welcome to cite that in his brief, but it  
15 cannot go into the record of evidence as evidence  
16 without implicating our due process rights. And frankly  
17 now that I've had a chance to see what it says, it's  
18 completely duplicative of what this witness has already  
19 testified to today. So it seems to me to be an  
20 unreasonable due process risk for no evidentiary  
21 benefit.

22 JUDGE DIPPELL: Are there any other objections  
23 to these pages which again for the record sake I'm going  
24 to go ahead and mark as Exhibit 304. Are there any  
25 other objections? I don't hear any. I am not inclined



1 to have the witness read in partial Reports and Orders.  
2 However, this is a Report and Order in a somewhat  
3 related case. And so while I will not admit or allow  
4 the witness to read those portions in, I would entertain  
5 the idea of taking notice of the entire Report and Order  
6 and putting that into the record. Would that be  
7 something that MLA would be interested in, Mr. Agathen?

8 MR. AGATHEN: That would be our second choice,  
9 Your Honor. We could live with that.

10 JUDGE DIPPELL: Would there be similar  
11 objections to the Commission taking administrative  
12 notice of the entire Report and Order?

13 MS. WHIPPLE: Yes. For MEC, we would renew  
14 our objections in their entirety.

15 MR. PLUTA: Grain Belt would join in that  
16 objection. Mr. Agathen is free to cite to these Reports  
17 and Orders in his briefing, but I don't see the  
18 relevance of putting this in evidence.

19 JUDGE DIPPELL: Well, I think in order for the  
20 record to be clear to the appeals court, and I'm  
21 assuming the appeals court may see this Report and Order  
22 from this hearing, but in case they do I'm going to take  
23 official notice of the Report and Order in EA-2014-0207,  
24 and I know I have some pending requests to take official  
25 notice of some other items and I will promise you all a

1 ruling on those items tomorrow.

2 MR. WILLIAMS: Judge, for the record Public  
3 Counsel does not object to you taking official notice of  
4 this particular Report and Order.

5 JUDGE DIPPELL: Thank you, Mr. Williams.  
6 Okay. With that being said, do you have additional  
7 questions for this witness, Mr. Agathen?

8 MR. AGATHEN: I'm almost done here, Judge. I  
9 do have one other document I want to give to the  
10 witness. It's a three-page document entitled Economic  
11 Impact Analysis for Sapphire Sky Wind Farm in McLean  
12 County, Illinois.

13 BY MR. AGATHEN:

14 Q. Dr. Loomis, do you recognize the document?

15 MS. WHIPPLE: Just one moment, please. Some  
16 of us haven't even seen the document. I don't know if  
17 we need to object or not. I know I don't recognize  
18 anything called Sapphire Sky Wind Farm in McLean County,  
19 Illinois. I don't know if that's another legal  
20 proceeding. If we could just have a minute to at least  
21 see it.

22 JUDGE DIPPELL: That's fine. Mr. Agathen, I  
23 assume you have only those copies that you gave the  
24 witness.

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

1 JUDGE DIPPELL: Are you intending to offer  
2 this as evidence or are you just going to question the  
3 witness with it?

4 MR. AGATHEN: I'm going to ask him to read in  
5 a portion of the document. I'm not going to offer it in  
6 evidence.

7 MS. WHIPPLE: But Your Honor, if he reads in  
8 from the document, it is then part of the record of  
9 evidence. So I do ask for the opportunity to at least  
10 see it and understand where it's coming from.

11 JUDGE DIPPELL: Yes, we can take some time for  
12 everyone to look at that.

13 MR. PLUTA: Your Honor, Mr. Agathen's  
14 representation of what this document is is a little  
15 imprecise. This is a document entitled Economic Impact  
16 Analysis for Sapphire Sky Wind Farm in McClean County,  
17 Illinois. The second page of it appears to be the first  
18 page of an Executive Summary. It's completely unclear  
19 whether or not there's another page of the Executive  
20 Summary. Then the last page is page 29 of the report.  
21 So this isn't even at all a complete representation of  
22 the document. So I've never seen this before. So I'm  
23 going to have a hard time defending my witness on the  
24 contents of the excerpt given that's it's just an  
25 excerpt and there are no other copies being presented

1 and it violates the rule of completeness. I'm passing  
2 the exhibit around so that others have an opportunity to  
3 review.

4 MR. AGATHEN: Your Honor, I apologize for not  
5 having enough copies for all the attorneys in the room.  
6 I thought we had, and this is probably my  
7 misunderstanding, established in the first day that I  
8 had to have a copy for the witness and for the attorney  
9 when I tried to get by with just a copy for the witness.

10 JUDGE DIPPELL: Unfortunately, Mr. Agathen, we  
11 need copies for the attorneys and for the bench so that  
12 we can all be aware of what's going on.

13 MR. AGATHEN: I apologize. I thought that was  
14 just for exhibits that were going to be offered in  
15 evidence.

16 JUDGE DIPPELL: Well, in this case it's kind  
17 of semantics as to whether you're offering this document  
18 or not, but we'll take a minute, let the attorneys look  
19 at it.

20 MS. WHIPPLE: Your Honor, while other  
21 attorneys are reading, MEC is content to place its  
22 objections if you would care to hear them at this time.

23 JUDGE DIPPELL: Sure, go ahead.

24 MS. WHIPPLE: We join in the Grain Belt  
25 objections in that this document, although the first

1 page of it appears to be a document that at one point  
2 was authored by this witness, it is a woefully  
3 incomplete document, and the highlighted portion that  
4 Mr. Agathen has indicated he wishes to have read into  
5 the record of evidence is not even a complete paragraph  
6 much less a complete section so that one can take it  
7 into context. And obviously none of us, you know, were  
8 part of that particular proceeding. I can't tell if  
9 that was litigation but certainly MEC was not a party  
10 and so we would raise due process concerns as well as  
11 completeness, the rule of completeness.

12 JUDGE DIPPELL: Does anyone else that's had an  
13 opportunity to look at it have an objection at this  
14 point?

15 MR. ELLINGER: Judge, on behalf of Associated  
16 Industries, we would join in MEC and Grain Belt's  
17 objection. It's an entirely incomplete document and  
18 it's impossible to even inquire of the witness as to  
19 what else is in it without being able to see the full  
20 document. We're deprived of our right to cross-examine  
21 the witness on this document. So we would object.

22 JUDGE DIPPELL: Has everyone had an  
23 opportunity to at least review that? Okay. I am not  
24 again inclined to let the witness read in part of a  
25 report, an incomplete report. So I guess those

1 objections are sustained. However, Mr. Agathen, you are  
2 more than welcome to question this expert witness about  
3 other writings and items that he has authored.

4 MR. AGATHEN: I've run out of documents,  
5 Judge.

6 JUDGE DIPPELL: Well, I mean, you're free to  
7 question him about that document is what I'm saying.  
8 They'll make any objections as they go.

9 MR. AGATHEN: The only question I would have  
10 is is this what you said in your document and obviously  
11 you've already ruled on that.

12 JUDGE DIPPELL: I guess some explanation as to  
13 what the document is on the record might be helpful.

14 BY MR. AGATHEN:

15 Q. Okay, Doctor, could you explain what that  
16 document is?

17 A. It appears to be a report that I authored.  
18 It's dated February 2021. It's titled the Economic  
19 Impact Analysis for the Sapphire Sky Wind Farm in  
20 McClean County, Illinois. I believe this was prepared  
21 as part of a permitting hearing, or was filed and that's  
22 why it's public, permitting hearing in McClean County to  
23 obtain special use permits to build the Sapphire Sky  
24 Wind Farm.

25 MR. AGATHEN: Is that sufficient, Judge?

1 JUDGE DIPPELL: Well, that helps me, yes. I  
2 think that at least makes the record clear as to what we  
3 were talking about. I think for clarity of the record  
4 again then I will mark that as Exhibit 305. Just even  
5 though it's not admitted, it will be at least preserved  
6 in the record. If you could give that copy to the court  
7 reporter, that would be appreciated. Did you have other  
8 questions, Mr. Agathen?

9 MR. AGATHEN: I do not, Judge. Thank you.

10 JUDGE DIPPELL: Are there questions from the  
11 Agriculture Associations?

12 MR. HADEN: With fear and trembling, Judge,  
13 there are. Just a few, I think.

14 CROSS-EXAMINATION

15 BY MR. HADEN:

16 Q. And I'm looking at this study. I'm just  
17 trying to make sure I understand some of the methodology  
18 because I'm a little unclear on it. I'm talking about  
19 now your Schedule DL-2 and I think, I don't know, if we  
20 have to go back to your direct testimony we will, but I  
21 think I can work through this and kind of constrain this  
22 to this document. The first thing I wanted to ask you  
23 about is, and I want to find it, I just had it, I  
24 believe, confirm for me if I'm wrong on this, but I  
25 believe your study used 2020 data in its entirety as

1 part of its methodology; is that correct? I'm looking  
2 at page 7. I found it here. Page 7, under 4.1 IMPLAN,  
3 that first sentence in that paragraph talks about using  
4 2020 data?

5 A. That's correct. That was the latest IMPLAN  
6 data that was available at the time that I did the  
7 report.

8 Q. Okay. And 2020 was an atypical economic year  
9 for this country, correct?

10 A. That is correct.

11 Q. So do you have any concerns that 2020 created  
12 an accurate artifact being effects within your  
13 conclusion due to it being an atypical economic year?

14 A. There was the tradeoff between using the  
15 latest data available, which is usually a best practice  
16 and saying is there, you know, a problem with 2020  
17 because of COVID and things, and I did opt to go with  
18 the latest data available rather than my other  
19 alternative at that point when authoring the report was  
20 to use 2019 data.

21 Q. For your own -- Just for your own reference,  
22 did you ever run your 2020 data that's in the report  
23 that's in front of us against 2019 or 2018 data to see  
24 if you got different results?

25 A. No, I did not.



1 Q. Okay. And so I want to make sure I  
2 understand. Some of your numbers here are projecting  
3 gross job growth from this Project, correct?

4 A. Say that phrase again. Gross job growth?

5 Q. Right.

6 A. Yes.

7 Q. Okay. And so I guess that's what I'm  
8 concerned about, just so I'm clear, you're projecting  
9 into the out years over the top of 2020 numbers when we  
10 had suppressed, I guess it's a fact, I'm assuming a fact  
11 not in evidence, but I think we all know we had fewer  
12 people working in 2020 and your charts will bear that  
13 out for regulatory reasons induced by the pandemic. Is  
14 that going to inflate the numbers and inflate the  
15 economic benefit that you're going to find from this  
16 Project by using 2020 numbers?

17 A. When you're using the IMPLAN data, really  
18 IMPLAN is an input/output model that's taking different  
19 sectors of the economy and measuring how they're related  
20 to one another, those cross industry relationships. So  
21 I'm not concerned with that in the sense of, you know,  
22 kind of overinflating the numbers as you've stated.

23 Q. Okay. So going back then to page 5 in your  
24 report. This is still -- I know I keep saying your  
25 report. If you want me to call it something different,

1 let me know. This is DL-2 that I'm talking about.

2 A. Uh-huh.

3 Q. Your analysis I guess is what it's called in  
4 the top page. On page 5 you show charts there, for  
5 example, that very first chart shows total employment  
6 2010 to 2020 in Missouri, correct, Figure 3.2?

7 A. Yeah, this is just the table of contents  
8 rather than the actual figure.

9 Q. Okay. Couple questions about that. That is  
10 -- That's employment based on absolute numbers, first of  
11 all, correct? I mean, by that I mean absolute  
12 individuals involved in employment on page 5, is that  
13 what that number shows on that chart in 3.2?

14 A. So if we turn to the actual page, I believe  
15 it's page 10 of 27, you can see the total employment  
16 numbers. At the bottom of Figure 3.2, it lists the  
17 source which is the Bureau of Economic Analysis to  
18 provide those numbers from 2010 to 2020.

19 Q. I'm looking at page 10 here. What does your  
20 page 10 say at the top? Are you looking at the red  
21 numbering in the bottom right?

22 A. I am.

23 Q. I'm sorry. I'm looking at your page numbering  
24 at the top. That's why we're sideways here.

25 A. Okay. Thank you. We're together now.

1 Q. Okay.

2 A. On page 5, yes.

3 Q. For ease here because it is the record and I  
4 apologize, let's use those red numbers at the bottom.  
5 So really page -- what I was referring to as page 10 is  
6 page 15 of 27. You're on page 10 of 27?

7 A. Yes.

8 Q. Great. Just a second. Let me find that.

9 A. We are on the same page.

10 Q. We are on the same page. That was page 5.  
11 That's what I meant. All right. Sorry. So going back  
12 to that chart then, Figure 3.2, page 10 of 27 for the  
13 exhibit. That is an absolute employment number, not an  
14 employment or unemployment percentage number, correct?

15 A. Right, that's total employment, total number  
16 of employees, total employment.

17 Q. Do you know as you sit here today whether that  
18 number has gone back up since 2020 in Missouri?

19 A. I can't say for sure.

20 Q. Do you think it probably has?

21 A. I think it probably has.

22 Q. Do you know what the unemployment percentage  
23 is in Missouri today?

24 A. No, I don't.

25 Q. Do you know what would be considered full

1 employment for Missouri like as an economist thinking  
2 about that term?

3 A. That is a subject of lots of controversy  
4 within economics because when I was in grad school, we  
5 would have said yes, where we're currently at would be  
6 full employment, but what's different now is things that  
7 are happening in labor force participation, so taking  
8 workers that were out of the workforce and were not  
9 economists or not exactly sure why, and so when you look  
10 at an unemployment rate, it assumes the denominator is  
11 people who are looking for employment and doesn't take  
12 into account directly that labor force participation  
13 rate where you say gee, if it's attractive enough or  
14 conditions are right, they slide into the workforce or  
15 they slide out of the workforce. So that measure of  
16 unemployment hasn't been as reliable as we used to think  
17 about it when I was in grad school.

18 Q. And maybe it's a different subject for today.  
19 I know unemployment, underemployment, all those kinds of  
20 things can be tricky concepts. I guess for purposes of  
21 what we're talking about today though, are we closer to  
22 full employment statistically in Missouri or even in the  
23 regional Midwest than we were in 2020?

24 A. Yes.

25 Q. Okay. And the reason I ask I thought I saw, I

1 honestly don't know exactly where it is here, so correct  
2 me if I'm wrong, but I thought I saw one of your  
3 discussions in here about, you know, I think actually it  
4 was in your surrebuttal, there was criticisms that you  
5 don't account for tradeoffs but you're saying well, we  
6 think idle resources will be used. I understand that  
7 can be employment, that can be natural resources.

8 There's a lot of different things that can go into that.  
9 As it relates to employment, I mean, are we at the point  
10 where in a tight labor market where there's anything  
11 else to give in terms of available work relative to wage  
12 for purposes of what you're looking at in your report?

13 A. I think that labor force participation rate is  
14 one of those things to look at. When we look at that  
15 unemployment statistic, we're looking at people who are  
16 actively looking for employment. So there could be  
17 people that would move, who aren't counted there, aren't  
18 in the labor force as counted by government statistics;  
19 but given changes and those changes could be, you know,  
20 the ability to work remote, higher wages, a whole host  
21 of things could shift people that are not in the labor  
22 force into the labor force.

23 Q. How does the IMPLAN model though, I mean, how  
24 does it account for that?

25 A. So I think what you're saying, as we looked at

1 the, you know, Figure 3.2 and the downturn in 2020, is  
2 to say will that give you a false starting point so that  
3 you're projecting more jobs because your starting point  
4 is 2020. If you were doing this kind of as a time  
5 series analysis, that would be very worrisome. But the  
6 way that the IMPLAN model works is to say that if you  
7 invest a million dollars in industry segment, or you  
8 spend rather, you know, so I'm going to spend a million  
9 dollars on wire, steel structures and things, what is  
10 the interindustry relationship for that. So the  
11 structure company is then going to have to buy steel and  
12 then that will increase demand for steel. They're going  
13 to -- So you're looking at all their supply chain  
14 impacts. So those interrelationships, it is a snapshot  
15 in time as opposed to a time series analysis.

16 Q. I guess to ask the ultimate question, and we  
17 may have to come back to it, but I mean, we all  
18 understand what we're here for, Company said you do an  
19 analysis, you've given your professional opinion about  
20 the economic impact, but is this -- do you still  
21 believe, I mean, because now it's three years from that  
22 data as we sit here today, two and a half, do you still  
23 believe this is reliably predictive of future outcomes  
24 to the best that you can project it in light of the  
25 atypical nature of 2020 for the economy in general?

1 A. Yes, I do.

2 Q. So you don't think that the fact that you use  
3 2020 -- I just want to be clear. You don't think it  
4 really makes a difference whether you use 2020 versus  
5 2019 data to your overall conclusions?

6 A. I can't say positively for sure, because I did  
7 not run the 2019 data and do that analysis. But I made  
8 that as a professional judgment that it was better to  
9 use the 2020 data than the 2019 data in my analysis.

10 Q. Okay. I want to ask you just quickly on what  
11 is going to be read number page 11 out of 27 for that  
12 same DL-2 schedule. Figure 3.4 says median household  
13 income for the same time scale 2010 to 2020. Those are  
14 nominal numbers, not inflation adjusted numbers,  
15 correct?

16 A. Yes.

17 Q. Okay. Is that nominal number higher now than  
18 it was in 2020 for Missouri?

19 A. I don't know for sure. I haven't looked at  
20 the 2021 data.

21 Q. It was -- I mean, by this chart it was higher  
22 in 2018 and even some in 2019 than in 2020, although  
23 2019 is kind of an odd drop there; is that right?

24 A. Yeah. 2019 is lower than 2018.

25 Q. Okay. Same thing then on Figure 3.5 Realgy DP

1 for Missouri. I mean, that shows a marked drop from  
2 2019 into 2020, correct?

3 A. Correct.

4 Q. That state of affairs you don't think makes as  
5 between 2019 and 2020 data being -- well, tell me if you  
6 agree. It's a pretty unique set of facts for 2020,  
7 correct?

8 A. Correct.

9 Q. And so that unique set of economic facts,  
10 still same answer, it doesn't make any overall impact on  
11 your conclusions for this study?

12 A. I still stand by the results of the study.

13 Q. I understand. I'm not saying your results are  
14 inaccurate using 2020 data. I'm saying the fact -- it  
15 was the fact that 2020 was very unusual, does that  
16 reduce the predictive power of your report forward  
17 looking? That's ultimately what their study does,  
18 right?

19 A. We are making, right, we're making predictions  
20 of those economic impacts for future investment.

21 Q. So you don't think though that the unique  
22 circumstances cause a severe drop in Missouri's real GDP  
23 in 2020 from the pandemic undercuts at all the accuracy  
24 or predictive power of the report forward looking; is  
25 that right?



1           A.    No, I feel that this is reliable to the best  
2 of our ability to understand.

3           Q.    How does real GDP, and maybe it doesn't  
4 because I know this isn't a preliminary kind of warmup  
5 here data, but how does it factor into IMPLAN?  What  
6 effect does it have on it?

7           A.    IMPLAN is taking all kinds of economic data to  
8 feed in and that's why it's always a year in arrears.  
9 So the 2020 data didn't come out until November of 2021.  
10 So you get, you know, a full year's lag before you get  
11 the next year, you know, data coming out because it's a  
12 massive data collection effort.  So when we compare this  
13 real gross domestic product number, the GDP number is  
14 comparable in my results to the output number.  So I  
15 have three main results I've got:  Jobs, earnings and  
16 output.  Output is a measure of like GDP.

17          Q.    Okay.  Let's look at page then, maybe we're  
18 going to look at this backwards, that may help me a  
19 little bit.  On page 15 of 27 for that Schedule DL-2,  
20 that chart at the bottom ties to total employment  
21 impact, the projections on that.  And I want to talk  
22 first about the direct construction total employment  
23 impact.  Let's just take Audrain County for an example.  
24 I'll tell you I grew up literally in Audrain-Callaway  
25 line.  Our farm split those lines.  I went to high

1 school in Mexico, which is the county seat, so I'm very  
2 familiar with this as a real world place. The direct --  
3 Based on your assumptions, I think what it's saying is  
4 that you're projecting that it will create 100 jobs over  
5 three years in Audrain County, correct?

6 A. 100 jobs over, yes, the three-year period.

7 Q. And just so I'm clear then in the real world  
8 does that mean that there might be 20 the first year, 50  
9 the second year and 30 more the last year? Is that how  
10 you do -- How do you get to 100? It's not 100 people  
11 working all at once, correct?

12 A. That's correct. It's full-time equivalents,  
13 FTEs. So you can normalize for part-time workers.

14 Q. Right.

15 A. And these are short-term effects because it's  
16 only during construction.

17 Q. So annualized, assuming you had even  
18 distribution of the number, which I know you may not in  
19 the real world, assuming you did, that's really 33-1/3  
20 jobs in any given year?

21 A. That's correct.

22 Q. It's not 100 jobs all at once?

23 A. Yes.

24 Q. The one reason I ask is high school there has  
25 about 200 kids. So if you took every, let's just say

1 every able bodied male, it wouldn't be in the modern  
2 world, but just for the sake of being half, they're not  
3 all going to step out of high school and theoretically,  
4 I mean, it wouldn't be the same way, but let's say  
5 that's the workforce you needed. They wouldn't all step  
6 out and have a job the day they graduated. It would be  
7 33-1/3 of them would have a job?

8 A. That's correct.

9 Q. When you talk about that being local, what do  
10 you mean by local? It means literally it's going to be  
11 people that live in the county?

12 A. That was our assumption that they would be  
13 hired locally along the construction route.

14 Q. And that's the assumption in each of these  
15 counties then?

16 A. That's correct.

17 Q. They're going to use a local crew in every one  
18 of these counties to build the tower is the assumption?

19 A. Yes.

20 Q. Is there any reason to believe that's actually  
21 how they'll do it?

22 A. The work will be done in that county. The  
23 question of who does that work within that county, it  
24 could be that they hire, you know, local contractors but  
25 that's going to be up to the local practices of the

1 company that's actually doing the construction.

2 Q. Okay. But this makes a big difference,  
3 doesn't it make a big difference in the underlying  
4 economy of the county as to whether they actually hire a  
5 local team of people that live there versus have the  
6 work done and then they leave? Does that make a  
7 difference in your analysis?

8 A. That will make a difference.

9 Q. So if Invenergy hires like a crack team of  
10 tower putter-uppers, whatever you call these guys who  
11 construct towers, and they come in from Utah or Texas or  
12 wherever, they roll kind of like the wheat harvest all  
13 the way across the state, put this thing up, looks great  
14 and they go home as opposed to they hire this annualized  
15 33 people of literally everybody that lives in Audrain  
16 County, we can look at their driver's license, doesn't  
17 that make a difference to the underlying analysis for  
18 the state's economy?

19 A. Depending on where those people live, reside,  
20 who gets actually hired on the project, yes.

21 Q. Okay. To your knowledge, does Invenergy have  
22 any binding agreement in place where they would have to  
23 use local crews? I mean, it could a union contract or  
24 whatever. I mean, to your knowledge, do they have  
25 anything says when you do construction in Audrain County

1 you're going to hire local people and you're going to  
2 have that 33.3 every year out there building this thing?

3 A. I wouldn't be privy to that information --

4 Q. That's fair.

5 A. -- as an outside consultant.

6 Q. They didn't tell you that's the way they're  
7 doing it though?

8 A. They did not give me any information that they  
9 have a union contract as proof that it will be local  
10 people in each county.

11 Q. Right. So they could just as easily for what  
12 you know use completely out-of-state labor to come in  
13 and do this, right?

14 A. That was not what I was told that they were  
15 going to do when I made the assumptions for the model.

16 Q. That's fair. What did they tell you they were  
17 going to do?

18 A. That they would hire local.

19 Q. That was the assumption they had you working  
20 on?

21 A. Yes.

22 Q. If that turns out to not be true, does that  
23 mean your underlying report would have less predictive  
24 power and be less accurate?

25 A. So that's going to affect the direct jobs

1 because those are the effects of those construction  
2 workers and others. But you also have to remember an  
3 important part when we're talking about jobs during,  
4 this is really jobs during construction. And to  
5 simplify the analysis, this includes all of the  
6 expenditures that Invenergy makes up until the point  
7 that it's operational. Okay. So you look at  
8 construction and you're thinking people climbing the  
9 poles. But the cost to Invenergy is going to be  
10 attorneys, local land agents that are signing up people,  
11 it's going to be, you know, financial people, accounting  
12 people, all of that is in, you know, the direct jobs so  
13 it's --

14 Q. And I understand.

15 A. So that 33-1/3 is not just saying oh, that's  
16 the guy pouring concrete or stringing the --

17 Q. Fair enough. I understand it's a rough proxy  
18 for a lot of different jobs, blue collar, white collar,  
19 pink collar jobs, all that. I mean, this week we're  
20 really zinging the meter on the lawyer side. So at  
21 least for Cole County we're killing it. So as it ties  
22 then to -- and I understand down the chain even to  
23 indirect jobs, induced jobs, I think I understand  
24 generally what you're saying there, but I just want to  
25 make sure I understand the assumptions, because we had a

1 lot of talk this week about assumptions, of course, with  
2 modeling, how likely are these assumptions to be true.  
3 And so -- I mean even -- let's take Audrain -- it  
4 doesn't -- you can take any of these counties. Audrain  
5 happens to be first alphabetically and is the one I know  
6 the best. You know, you're talking about lawyers and  
7 accountants but you'd have to have, let's say that's  
8 what it was, you'd have to have those kind of white  
9 collar professionals available in Audrain County or  
10 they're not there to hire to begin with, correct?

11 A. Right.

12 Q. So those jobs don't really inure to the  
13 benefit or within Audrain County. They might enure in  
14 Boone County down the road where Columbia is. We've got  
15 more lawyers there, whatever it may be. But it's not  
16 really in Audrain County, right?

17 A. So that's one of the beauties of the IMPLAN  
18 modeling software. It does two things for you within  
19 the software. So for example, let's say that there are  
20 just hypothetically there are no construction workers in  
21 the county. We know that that's false. There's always  
22 going to be some type of construction worker.

23 Let's assume that there is no industry, there  
24 is no, you know, construction firm in that county.  
25 IMPLAN will not assume. It won't force in to say no,

1 no, you said you were going to spend money on  
2 construction. It knows that there is no construction  
3 industry in this county to be had and therefore there's  
4 no employees and therefore there's no effect.

5 Q. Okay. So the bottom line is though during  
6 construction phase in the real world when we go forward  
7 if IMPLAN is right, we ought to be able to take a  
8 three-year slice of the pie and find 100 people in the  
9 real world that were an FTE on this project?

10 A. Yes.

11 Q. Right? I mean, I just want to make sure  
12 that's what it's telling us.

13 A. Yes.

14 Q. 100 real world people?

15 A. So you would be able to measure that only on  
16 the direct side because when you get into the indirect  
17 side, those jobs tend to be hidden, right, because it's  
18 the wherever you bought the structures from and things  
19 and we did take care not to say that 100 percent of the  
20 -- where the structures are going to be sourced and all  
21 those different items that are there, but those are  
22 hidden, you're not going to be able to, you know, count  
23 individuals on a worksite.

24 Q. Right. And I get that. Right now we're just  
25 talking about direct and it may not be on the worksite.



1 But it's still in any given year averaged out you ought  
2 to be able to find 33, between 33 and 34 people that  
3 have an FTE that are FTEs tied directly to the  
4 connection of construction of this project?

5 A. Yeah. And this again, you know, if we were to  
6 look I did make, you know, assumptions here and it's  
7 spread out. I would imagine that if you're doing a  
8 construction project, all of the construction in one  
9 county, you are going to move, the question becomes, as  
10 you build the line, the question is what crew, where are  
11 the residences of the crews that are going to be doing  
12 the work and the work takes place in Audrain County.

13 Q. Here's the reason I'm skeptical in the real  
14 world, a little skeptical frankly. In the real world 35  
15 jobs in that county is a lot of jobs. And you work at  
16 Illinois State, you work in the rural Midwest, so you  
17 know any of these towns in the rural Midwest, Mexico is  
18 a relatively large county seat and was at one time a  
19 relatively prosperous small town, kind of big small town  
20 for Missouri. Some of these other counties, I mean, you  
21 go there and you feel like there's nothing that's  
22 happening. So in Caldwell County, 122 people, 122 jobs,  
23 that's going to annualize out to 40 a year, something  
24 like that if you did it that way. 40 jobs is  
25 exceedingly noticeable in that county. So you're going

1 to say during construction you think you're going to get  
2 that kind of kick in local employment where you say wow,  
3 we've got all got these jobs, where are all these people  
4 coming from?

5 A. I think you're making my case.

6 Q. No, I'm asking you is that going to happen?  
7 If that happens, we'll be excited.

8 A. Again, you go back to this is a, well, over  
9 time, you know, this is a very, very large project with  
10 very large numbers of investment and things. I could  
11 ask the opposite question to say how can you not hire  
12 local people, how can you not help but have a huge  
13 economic impact. It does not -- I agree with you. I  
14 live in a rural county in central Illinois. I see lots  
15 of counties that are just, as you say, and I say making  
16 this size of an investment is going to have a noticeable  
17 impact in the local community.

18 Q. I guess, Doctor, let me posit then  
19 respectfully what, because you've asked the question,  
20 the complaint I think a lot of us here, for example, a  
21 major infrastructure project came through a very similar  
22 area, the last pipeline, and maybe they're wrong but the  
23 constant complaint is look, they rolled through a team  
24 of out-of-state guys, they ate in the cafe for six  
25 months while they did this, they bought a lot of liquor,

1 if we could have taxed crystal meth in some of these  
2 towns, we would have done great because they came and  
3 they went, we didn't, but you know, they came, they  
4 went, they had minimal impact, they bought some gas,  
5 they went to our convenience stores, they ate in our  
6 cafes, they were here and gone in six months and nobody  
7 feels like, you know, this county got any richer,  
8 meaningfully richer because of this. So what do you say  
9 to that sort of critique? Are they just wrong and that  
10 these are sublimated effects or what's the story on  
11 that?

12 A. Yeah, I think there are a lot, as we said,  
13 there are a lot of hidden effects that you don't account  
14 for, you know, of supplies, materials that are typically  
15 purchased locally that also have an effect. And then  
16 once this line is built, it's going to be there, it's  
17 going to be taxed in the local community, there's going  
18 to be services that will be needed, you know, vegetation  
19 management and other things. And so those employment  
20 impacts, there are employment impacts during  
21 construction, but there are also those operations  
22 impacts that whereas the ones during construction are  
23 short term, the ones during operations are permanent  
24 ongoing jobs.

25 Q. So I guess I think vegetation management is a

1 great example actually to discuss or ask you about.  
2 Some maybe not opportunity cost but just tradeouts,  
3 neutral tradeouts. So on the economic activity side for  
4 vegetative management you would put things like, for  
5 example, buying herbicide at the local wherever, local  
6 co-op, at the local Orscheln, it's a farm home store, a  
7 place like that, correct?

8 A. Yeah, I can't say for sure where they source  
9 the --

10 JUDGE DIPPELL: Dr. Loomis, can I get you to  
11 get a little closer to the microphone.

12 THE WITNESS: Sure.

13 JUDGE DIPPELL: Thank you.

14 THE WITNESS: Thank you.

15 BY MR. HADEN:

16 Q. Would that be an example though of the sort of  
17 input that you would be able to come in on the input  
18 side as a net plus for the economy?

19 A. Right. It's purchasing at the local level and  
20 typically we would assume things and materials  
21 especially that would be, you know, hard to transport  
22 over a long distance that you'd say oh, gee, I  
23 definitely have to get this locally.

24 Q. Right. They go by and they buy the 5-gallon  
25 bucket of Roundup to spray the poles as an example.

1 Now, if the farmer was spraying all that the year before  
2 anyway, he was buying from the same place, your study I  
3 think you told Paul, I want to make sure I'm right on  
4 this, you're telling us hey, the Company is going to  
5 come in and buy herbicide and spray these poles, and  
6 that's great and you reflect that economic activity, but  
7 you don't talk about the way that balance is off against  
8 the fact the farmer might have bought it anyway and done  
9 the same thing, correct?

10 A. Why is the farmer not buying it?

11 Q. He's not buying it to spray where the pole is  
12 because he doesn't farm there any more.

13 A. But why does the store not buy -- why do they  
14 not sell two 5-gallon buckets? They sell one to there  
15 and one to the farmer.

16 Q. This is the question about grosses and nets  
17 because I thought what you told Paul was we're showing  
18 you what we can definitely quantify and say is going to  
19 happen but we're not attempting to show that in a net  
20 sense against any offset or other lost activity on the  
21 other side; is that correct?

22 A. We are not taking those losses, but I think  
23 your example is a different one than what I understood  
24 the questioning was before.

25 Q. Okay. I guess here's the bottom line question

1 I think for I guess what I'm trying to figure out  
2 because of the inquiry we've got here for our Tartan  
3 Factors. Are any of these counties actually going to be  
4 better off economically or richer for having had this  
5 happen, for having had this Project come through?

6 A. Yes.

7 Q. Okay. And how much richer? I mean, give me a  
8 county. Give me an example if that's too general of a  
9 question but how much richer?

10 A. How do you define rich? You know, as an  
11 economist, this might not satisfy the general public.  
12 The broadest measure of economic impact is economic  
13 output. That's the value of goods and services produced  
14 within that area. So to give you the example that you  
15 did of the herbicide is a perfect example. The amount  
16 of economic impact that IMPLAN attributes to that  
17 herbicide is only the retail margin of that store that  
18 sells it. Let's assume that that's Monsanto produces  
19 Roundup. Let's just say that it does.

20 Q. They do.

21 A. So the store only makes money on the markup  
22 that they make to that herbicide and the rest of the  
23 money, so they receive it from whoever, and then they  
24 turn around and they have to buy it wholesale or to a  
25 manufacturer and the economic impact is found where that

1 herbicide is manufactured, certainly there's a retail  
2 margin that that store gets but that's the only impact  
3 to that county is that kind of markup.

4 Q. Okay. And that's fine, but what I'm also --  
5 I'm still asking though about Use A versus Use B. So  
6 you had nine acres of farmland that had to be sprayed.  
7 You've got nine acres worth of Roundup somebody has got  
8 to buy long before, let's say long before the Company  
9 showed up. After the fact you still have nine acres  
10 that have to be sprayed. Now maybe by a different  
11 person but it doesn't require any more Roundup to do it.  
12 So what that looks like to a laymen, and tell me why I'm  
13 wrong, but it's at the retail level. I know it's never  
14 going to be perfect. You're right, one guy you might  
15 end up selling two buckets and some people waste it,  
16 whatever the case may be, it's complicated at every  
17 individual example. But in general as to the economic  
18 activity of the county whether the farmer comes in and  
19 buys it and sprays it or the Company comes in and  
20 sprays, the retail impact regardless of who buys it will  
21 be identical, correct? For the margin within IMPLAN  
22 even it would be identical, wouldn't it?

23 A. I'm still lost on why they don't sell two  
24 buckets. Why is it a zero-sum game and that that bucket  
25 that the farmer has -- they don't order another bucket

1 and sell two buckets so now it's an additive.

2 Q. Normally you'd spray on a per acre basis. I'm  
3 just giving a real world example I know about. You're  
4 going to spray on a per acre basis. The farmer has  
5 fewer acres to spray, he will buy less Roundup because  
6 chemical is expensive. So he used to have ten acres to  
7 spray. Invenergy took an acre, put poles on it. It's  
8 now their problem to spray I guess to your point. But  
9 it's no longer his problem to spray.

10 MR. PLUTA: I'm going to object. I do  
11 understand that we're trying to work off of  
12 hypotheticals here, but we're building in a lot of  
13 assumptions that are not in evidence about how  
14 vegetation management will be handled. Previously we  
15 dealt with how Grain Belt is going to hire crews even  
16 though there's no evidence and testimony that states  
17 that they're going to be from out of state. You're  
18 trying to make your point. You've gone pretty far here.

19 MR. HADEN: Judge, I guess I will vociferously  
20 object to the Company trying to shut down legitimate  
21 cross-examination that is not, A, is not rude or abuse  
22 of this witness, B, is completely based like real world  
23 examples, and C, is absolutely critical to several of  
24 the Tartan Factors. I understand our cross here is a  
25 little messy because I'm trying to move this along but



1 these are all legitimate and fair questions. They've  
2 brought this doctor here to tell this Commission that  
3 there's all sorts of economic upside to this activity  
4 but then when we ask the hard questions about how much  
5 net economic activity does it generate, we can't get a  
6 straight answer. That's a fair thing for a party in the  
7 case to ask and for the Commission to hear about. I  
8 don't understand the objection. I guess I don't  
9 understand exactly what the question -- the objection is  
10 legally but also as to relevance if there is a relevance  
11 objection in there. These are clearly relevant  
12 questions that, I mean, I'm just doing my best to try to  
13 figure out the underlying assumptions in the model. I  
14 think what the Company -- I'm sorry. Just one more. I  
15 think what the Company is asking us to do is just take  
16 all this at face value and not ask any critical  
17 questions.

18 MR. PLUTA: It's foundation. It's to  
19 foundation and the argumentative nature of the question.  
20 There isn't any testimony that supports your underlying  
21 based assumptions to your questions. So it's a mixture  
22 of testimony that you're giving yourself or stuff that's  
23 just completely hypothetical that's not based in  
24 testimony from any other party to this case or your  
25 witness or any witness that I think is planning to

1 testify.

2 MR. HADEN: All right. I guess whatever the  
3 last question was you objected to, do you know what it  
4 was?

5 MR. PLUTA: You're talking about vegetation  
6 management.

7 MR. HADEN: I'll lay foundation. It's going  
8 to be slow if that's what we want to do. It's going to  
9 take a minute if that's the case, and I think they are  
10 fair questions. I mean, if they're going to present  
11 this as the definitive study that we're all supposed to  
12 take to hear about how great the Company is, then it's  
13 fair to ask about the methodology used to arrive at that  
14 conclusion.

15 JUDGE DIPPELL: Okay. His first objection was  
16 assuming facts not in evidence, which I will sustain.  
17 Here's the deal. You need to ask your questions and the  
18 witness needs to answer the questions, but we need to  
19 have less conversation between you and the witness.  
20 Okay? So you ask some clear questions and, Dr. Loomis,  
21 I'll ask you to give as clear and concise an answer as  
22 you can. And if you feel you need to explain, your  
23 attorney can get that explanation on redirect. So let's  
24 all try to reel it in and get this job done.

25 MR. HADEN: I can be more formal, Judge, in my

1 approach and I will be.

2 JUDGE DIPPELL: Thank you.

3 BY MR. HADEN:

4 Q. Okay. Let's talk about indirect indirect  
5 then. Indirect in your, that's a different category.  
6 What is indirect according to your testimony as it  
7 applies to employment? Sorry.

8 A. So these would be supply chain impacts that  
9 result from materials, equipment and services that the  
10 Company purchases.

11 Q. Okay. And on the indirect side -- well, let  
12 me ask this. Let me go back and ask on direct. So  
13 direct total employment impacts, when you're looking at  
14 Table 5.1 at the bottom of your page 15 generally,  
15 there's all those counties listed there, but I assume  
16 you use the same methodology to calculate each of those  
17 through IMPLAN, correct?

18 A. That's correct.

19 Q. Okay. So generally for any one of those, did  
20 you account for any negative direct effects on  
21 employment from the Project?

22 A. Negative direct effects?

23 Q. Right.

24 A. Could you give me an example of those?

25 Q. So for example, well, I guess is there such a

1 thing as far as a definition that you would work with?

2 A. You could net out the direct effects if you  
3 think that there's something else that will be, you  
4 know, replacing this; but within this framework itself,  
5 the Company makes an investment, we run that through  
6 IMPLAN according to the different, you know,  
7 calculations and we get, you know, our jobs impact.

8 Q. Does the model account, for example -- well,  
9 does the model account for economic activity that cannot  
10 go on during construction phase? I mean, for example,  
11 farming under the line because dozers have torn the dirt  
12 up and you can't farm it. Does it account for that?

13 A. We heard testimony earlier that there would be  
14 crop damage payments compensating for that.

15 Q. I'm sorry. I should have said in the  
16 employment context. You're right, there may be money  
17 that flows in for it. But in the employment context, so  
18 these are jobs that will not be being done because they  
19 can't be done. I'm thinking, for example, let me give  
20 you an example at the risk of an objection.

21 I mean, you lose acreage that cannot be farmed  
22 because it's been dozed and so somebody lays off a  
23 farmhand, they just don't have the work that year.

24 MR. PLUTA: Objection. There's no foundation  
25 that's been laid to suggest that workers will be fired

1 because the Grain Belt line is being constructed.

2 JUDGE DIPPELL: Overruled. Okay. You can ask  
3 that.

4 BY MR. HADEN:

5 Q. Okay. So there's ground that can't be farmed  
6 because the construction activity is going on. The  
7 farmhand gets laid off because there's less to do. That  
8 would be a negative direct impact on a direct type job  
9 from the construction or would you consider that to be  
10 an indirect effect?

11 A. It does get confusing on what is a direct and  
12 indirect effect. I think it's very clear when you're  
13 looking at it from Grain Belt Express. I'm building the  
14 line, and so forth. It does indeed get messier when you  
15 say where does that farmhand who got laid off in this  
16 hypothetical, is that a direct impact, is it an indirect  
17 impact, where does that fall we say somebody has lost a  
18 job.

19 Q. I guess more importantly does IMPLAN account  
20 for that sort of phenomenon which I would posit is  
21 entirely realistic. I know they may say there's no  
22 foundation, but does IMPLAN account for that, the  
23 modeling that you use? Does it account for that sort of  
24 phenomenon in terms of giving an overall picture of  
25 economic activity?

1 A. No, it's not going to know that a farmhand is  
2 laid off because crops got bulldozed. There's no way  
3 for IMPLAN to do that.

4 Q. But it does know that somebody got hired that  
5 posits that somebody will be hired to build the project?

6 A. Because it sees in an industry sector that  
7 millions of dollars is being spent in this sector and  
8 that million dollars of expenditure equates to a certain  
9 number of jobs.

10 Q. Okay. But it doesn't show the loss of dollars  
11 being spent then for the converse scenario we just  
12 talked about or any scenario where dollars don't get  
13 spent for some alternative reason; is that right?

14 A. Again, I'm not sure that those exist apart  
15 from the hypothetical.

16 Q. Who designed the IMPLAN methodology? Who  
17 actually built it?

18 A. IMPLAN was built out of University of  
19 Minnesota. So it was a group of academics who then  
20 turned it into a commercial product. I think then it  
21 got sold because it has moved to North Carolina, but  
22 it's a tool that's used widely in economic development  
23 circles. If you went to an economic development --  
24 local economic development manager, they would say oh,  
25 yeah, I know IMPLAN. I use IMPLAN. I use the

1 multipliers out of the IMPLAN model. So it is not  
2 specific to energy modeling. It is general economic  
3 development software.

4 Q. Okay. Have you ever been personally involved  
5 in any sort of post-mortem analysis from an IMPLAN  
6 conclusion?

7 A. Yes.

8 Q. Where was that?

9 A. That was in Macon County, Illinois.

10 Q. And what kind of project was it?

11 A. It was a wind farm.

12 Q. And so did you analyze how accurate IMPLAN had  
13 been in analyzing the real world effects?

14 A. Yes.

15 Q. How accurate was it?

16 A. Very accurate given the assumptions. So there  
17 was a lawsuit that was given, and so I got records for  
18 every worker that worked on the wind farm. I got  
19 records from what the Company spent after construction  
20 on how much did they buy from concrete and rebar, and so  
21 forth. The one thing I will say, and it goes to your  
22 point, is that when I looked at the records I had  
23 concluded that the employment impacts were in Macon  
24 County. What I did not account for is that they did  
25 indeed hire the local union in Macon County but Macon

1 County's union is not configured by county boundaries.  
2 So they hired local. But then once you turn that over  
3 to the union workers, they have seniority rules of who  
4 gets to work on one project, and so forth, that's  
5 completely outside the rules of the, you know, company  
6 or control of the company. But the overall impacts, as  
7 I could measure, and then also going to your point in  
8 terms of IMPLAN, you know, I was able to update the year  
9 in which the IMPLAN data was done to the year when it  
10 was actually constructed and it was very close. I would  
11 say within 5 percent, 10 percent.

12 Q. By 5 percent as to what? As to each  
13 statistical category?

14 A. I don't recall whether I did, you know, each  
15 and every, you know, element, so direct, indirect and  
16 induced and said each one of those was within 5 percent.  
17 But my recollection was that it was the overall totals  
18 for all three categories of jobs, earnings, output were  
19 within 5, 10 percent of what I had previously estimated.

20 Q. That was for direct impacts, correct?

21 A. That was all three, direct, indirect and  
22 induced, but I think my recollection was that it was on  
23 the total impacts, the total employment impacts, all  
24 three added together was within 5 to 10 percent of what  
25 I had predicted it would have been.



1 Q. Working backwards, how did you definitively  
2 measure induced impacts given how diffuse they are?

3 A. Again, I relied on IMPLAN but more recent  
4 data.

5 Q. No, no, I'm not talking in the modeling  
6 forward looking. I'm saying in your post-mortem. What  
7 I'm talking about is post-mortem. Did you go back and  
8 survey in the real world and find out yeah, here's 12  
9 jobs, whatever the number was, that got kicked off as  
10 induced activity?

11 A. Right.

12 Q. Did you go find those people and interview  
13 them and find out?

14 A. No. I again relied on IMPLAN's estimate of  
15 the induced impacts.

16 Q. Okay. So this is what I'm asking about. So  
17 in that project, you used IMPLAN -- tell me if this is  
18 what you did. Did you use IMPLAN to make a  
19 forward-looking prediction in that context or were you  
20 only hired in on the back end to say hey, what happened  
21 with this project?

22 A. No. I was hired to do a study for permission  
23 to permit the wind farm, and that was entered into  
24 evidence for the county permitting hearing. So I did it  
25 in advance.

1 Q. This is what I'm asking though. So you did a  
2 study prospectively, forward looking, said here's what I  
3 think is going to happen like you have today, correct?

4 A. Uh-huh.

5 Q. Okay. And then you went back years later to  
6 see whether you were right?

7 A. Right. I got those records of actual  
8 expenditures, who actually worked on the project, and so  
9 forth.

10 Q. Okay. I get direct. Direct may be easier  
11 because you can figure out who worked on the project.  
12 I'm curious about indirect and induced, because induced  
13 is the most attenuated of the effects, correct?

14 A. Right.

15 Q. It's kind of tertiary effects kicked off by  
16 economic activity?

17 A. Uh-huh.

18 Q. To be clear, I'm not doubting those happen  
19 that in general those things exist, but I'm asking you  
20 how did you go back and measure to see if you were right  
21 to the induced effects in that context?

22 A. Right. So what I was able to verify was here  
23 are the people who worked on the project, here's how  
24 much they earned, so I know the direct numbers with  
25 certainty for that. I then have the -- for the indirect

1 impacts I know how much they spent and more importantly  
2 where they spent it. So one of the big things would be  
3 did they buy local or did they buy, you know, out of  
4 county, out of state.

5 Q. How did you know that -- And I'm sorry, how  
6 did you know that for the direct impact folks where they  
7 spent their money?

8 A. No, no, I'm saying the Company spent money on  
9 concrete and rebar and those things.

10 Q. Just so I'm clear, this is not knock-on  
11 effects from workers spending their money locally?

12 A. I'm getting to that.

13 Q. Okay. I'm sorry. So the -- So in order to  
14 measure the induced impacts, which you're right is  
15 derivative to say now people have more income in the  
16 economy so they make normal household purchases. They  
17 buy groceries, they go to the movie theater, they eat  
18 out, and so forth. You're right, I can't measure those.  
19 I can't go out and survey and say ah-ha, you did this  
20 because it was this construction worker that was working  
21 on this project and they bought groceries at the local  
22 grocery store and they had to add, you know, an  
23 additional cashier because of that. So I did rely on  
24 IMPLAN to calculate my induced impacts.

25 Q. So I guess the problem there is if IMPLAN has

1 flaws, because all economic models have some small flaw,  
2 correct?

3 A. They're not going to be absolute certainty.  
4 It's a prediction.

5 Q. Yeah, I'm not trying to hold you to that. I  
6 think we all understand that. But if it had flaws, it's  
7 supposed to be predicted but you never calibrate the  
8 machine using backward looking data. Then how do you  
9 know you're not just getting feedback loops of error  
10 within the model?

11 A. Because you have to true up the model to  
12 government statistics. They have checks and balances in  
13 which everything has to add up.

14 Q. That's what I'm asking, especially in induced  
15 effects where you're telling me it's really not  
16 measurable in the real world and you just use IMPLAN to  
17 look backward at what IMPLAN said it would do, won't it  
18 always tell you that it's the same data?

19 A. In the aggregate, you know what employment is  
20 at the grocery store and what is in the, you know,  
21 restaurants, and so forth. So you have the ability to  
22 add those all up and things. What IMPLAN is adding is  
23 those interindustry relationships you know that they  
24 have to sum up at the end of the day.

25 Q. Okay. I am I promise getting close to

1 wrapping this up. So just so I'm clear then on these  
2 conclusions, I think you've already said in the  
3 employment context after three years of construction we  
4 should be able to go to any one of these counties and  
5 find that annualized number of people saying yep, I was  
6 an FTE connected to some kind of work on this project,  
7 construction, accounting, whatever. We should be able  
8 to find those people, right?

9 A. Yes.

10 Q. Okay. Same thing then with operations, the  
11 next category, we ought to be able to go to any one of  
12 these counties and find, a lot of these are fractional  
13 but the point three FTE that worked in that county and  
14 probably three others in any given year for the company.  
15 That person should exist. We ought to be able to find  
16 the indirect and induced employees down the chain from  
17 this project, correct?

18 A. Given the assumption in the model, correct.

19 JUDGE DIPPELL: And Dr. Loomis, again, if you  
20 could get close to the microphone. And Mr. Haden, if  
21 you really could get close to the end.

22 MR. HADEN: I thought you were going to say  
23 get close to the microphone. I thought I was loud  
24 enough. I figured that wasn't a problem.

25 JUDGE DIPPELL: If you can rein it in, we've

1 gotten pretty far down the rabbit hole.

2 MR. HADEN: Judge, I understand. I think  
3 they're going to rely heavily on this data though on  
4 these analyses as it relates to Factor 5 in the Tartan  
5 test. I will try to wrap it up.

6 BY MR. HADEN:

7 Q. Same thing then on total earnings impact. I  
8 mean, we should be able to go to one of these counties  
9 and find -- this is what I wanted to ask. Let's just  
10 take Audrain again. You've got a number there on the  
11 top of your page 17 of 27. Direct construction effects  
12 you predict in Audrain County 22 million, almost \$22.8  
13 million, just under. Do you see that?

14 A. Yes.

15 Q. Okay. We should be able to go find where  
16 \$22.8 million, almost 22.8, 22.7, got spent in Audrain  
17 County for the construction of this project, correct?

18 A. Yes.

19 Q. Okay. And if we can't find that, if that  
20 doesn't happen, this model will have failed. If we're  
21 not close, this model will have failed in some sense,  
22 correct?

23 A. Yes.

24 Q. Does that happen sometimes with IMPLAN, to  
25 your knowledge?

1           A.    I've only done that one case of the  
2 post-mortem and looked back and again it was because I  
3 had lots of data and records that I was able to do that.

4           Q.    Let me ask that a different way, because  
5 you're working this sphere, have you ever had any peer  
6 reviewed academic papers that would outline other -- a  
7 case, I shouldn't say other because you're saying your  
8 case doesn't show a failure, but cases that would show  
9 failures in the IMPLAN model to accurately predict  
10 economic conditions?

11          A.    Actually to the contrary. I've published  
12 articles on wind and solar that have passed peer  
13 reviewed publications that have relied on IMPLAN to  
14 predict.

15          Q.    That's not my question. What I'm saying is  
16 have you ever read -- just like in medical studies they  
17 say hey, we had a patient come in and die and here's  
18 why. Have you ever read one where an academic has said  
19 hey, we used IMPLAN and this was an absolute wreck and  
20 here's why, or maybe we don't know why, but the model  
21 failed to accurately predict generally what was going to  
22 happen in terms of economic conditions. Have you read a  
23 paper that talked about that ever from any other  
24 academic in your field?

25          A.    To the contrary there is a paper, not sure if

1 I cite it in our study here.

2 Q. Doctor, I'm sorry, because they're hustling me  
3 along, I understand there may be papers that say it  
4 works but that's not my question. My question is, have  
5 you read a paper anywhere that would talk about where  
6 IMPLAN failed? If the answer is no, fine. Have you  
7 ever read any papers like that? Does anything like that  
8 exist?

9 MR. PLUTA: I'm sorry, Judge Dippell. I need  
10 to object. Dr. Loomis needs to be able to answer the  
11 question. He was looking for a paper that he wants to  
12 cite to as part of his response. I think he has a right  
13 to do that.

14 MR. HADEN: Judge, I guess what I would ask is  
15 you direct the witness to make a responsive to my  
16 question. I don't think it was, I'm qualifying an  
17 answer, my question was is there a paper that says this.  
18 He was saying to the contrary there's one that says it  
19 works and that's fine. They can ask him that on  
20 redirect. But I'm asking about one that says it failed.  
21 I think that's a fair question.

22 JUDGE DIPPELL: I agree the witness can answer  
23 the question yes, no, I don't know, I need to look it  
24 up.

25 THE WITNESS: No, I'm not aware of a peer



1 reviewed publication that is a case study where IMPLAN  
2 failed.

3 BY MR. HADEN:

4 Q. So to your knowledge, IMPLAN works every time?

5 A. That's not what I said. I said there -- Your  
6 question was is there a peer reviewed publication in  
7 which IMPLAN failed and I said no. What I was trying to  
8 say before was that there are papers that look at  
9 multiple methods to estimate economic impacts, and the  
10 conclusion of that paper that I was going to mention is  
11 that IMPLAN is one of the best ways to do the estimation  
12 that's using input/output methodology that IMPLAN is  
13 based on.

14 Q. Are there methodologies that are better?

15 A. That paper -- My recollection of the paper,  
16 and it's been a while, is that input/output analysis is  
17 the best predictor.

18 MR. HADEN: That's all I have for now, Judge.

19 JUDGE DIPPELL: Thank you. Mr. Hollander had  
20 to leave. Is there anything, Ms. Stemme.

21 MS. STEMME: No questions.

22 JUDGE DIPPELL: Associated Industries.

23 MR. ELLINGER: A couple of very quick ones, I  
24 promise.

25 JUDGE DIPPELL: I've heard promises before

1 here.

2 MR. ELLINGER: Trust me, I'm not replicating  
3 what happened on the front row. Good afternoon,  
4 Dr. Loomis.

5 THE WITNESS: Good afternoon.

6 CROSS-EXAMINATION

7 BY MR. ELLINGER:

8 Q. I just have a couple very quick questions. In  
9 the study that you did, you were not asked to calculate  
10 whether new industries would locate in Missouri due to  
11 the Project; is that correct?

12 A. That's correct.

13 Q. If new industries were to be studied and new  
14 industries were to relocate, would that have a positive  
15 economic benefit to the state?

16 A. Yes. To the extent as I mentioned before that  
17 an industry doesn't exist in a county, IMPLAN would  
18 assign -- even though there was expenditure, they would  
19 assign a zero value for that. If that industry were to  
20 move in, then it would add to the economic impacts that  
21 are in this study.

22 Q. And I believe you testified before and I  
23 believe your CV indicates that you've done a lot of  
24 writing and research in the areas of utility regulation,  
25 et cetera, and economic impact thereof, right?

1 A. Correct.

2 Q. And a better stronger electric distribution  
3 and transmission system serves benefits to the industry,  
4 is that correct, industry in general?

5 A. So industry, not the energy industry but you  
6 just mean businesses?

7 Q. Yes.

8 A. Yes.

9 Q. And you were not asked to quantify those  
10 impacts but they would be positive for a better  
11 transmission system, correct?

12 A. That's correct.

13 Q. Similarly, if existing businesses or  
14 industries in the footprint were to expand, you were not  
15 asked to evaluate that, were you?

16 A. No.

17 Q. But those would have positive economic  
18 effects, correct?

19 A. Yes.

20 Q. And if there were existing businesses or  
21 industries that might leave because of a weak  
22 transmission system and chose to stay, you weren't asked  
23 to study that, were you?

24 A. No.

25 Q. But those would have positive economic

1 effects, wouldn't they?

2 A. Yes, they would.

3 Q. So ultimately each of those items whether  
4 there were new industries that moved in, existing  
5 industries that expanded or existing industries that did  
6 not leave, they would all have additional positive  
7 economic benefits to the state of Missouri, correct?

8 A. That's correct.

9 MR. ELLINGER: No further questions, Judge.

10 JUDGE DIPPELL: Thank you. Are there any  
11 questions from the Commissioners? Mr. Chairman.

12 CHAIRMAN RUPP: Thank you, Judge.

13 QUESTIONS

14 BY CHAIRMAN RUPP:

15 Q. Just wanted to clarify, you had testified that  
16 the economic impact numbers you assumed in your  
17 analysis, you assumed all jobs from the Project would be  
18 Missouri residents?

19 A. All the jobs, direct jobs during construction,  
20 that's correct.

21 CHAIRMAN RUPP: All right. Thank you.

22 JUDGE DIPPELL: Any other Commission questions  
23 and Commissioners online, just speak up if you have  
24 questions.

25 COMMISSIONER KOLKMEYER: No questions, Judge.

1 This is Commissioner Kolkmeyer.

2 JUDGE DIPPELL: Thank you, Commissioner. All  
3 right. Is there any further cross-examination based on  
4 the Chairman's question, and I'll just throw it out to  
5 the group. Not seeing any. Is there redirect?

6 MR. PLUTA: Yes, Your Honor.

7 REDIRECT EXAMINATION

8 BY MR. PLUTA:

9 Q. Dr. Loomis, do you remember during Mr. Haden's  
10 questioning regarding IMPLAN's peer review process you  
11 were not given the opportunity to respond to find the  
12 cited article that spoke about IMPLAN's strengths  
13 relative to other models. Would you like to find that  
14 to complete the record on that point?

15 A. It's by -- I'm not sure if I'm pronouncing it  
16 right, Grilleches, and I do not see it in my list of  
17 references in the report. So I don't think it's in the  
18 record.

19 THE STENOGRAPHER: Could you spell that,  
20 please.

21 THE WITNESS: G-r-i-l-l-e-c-h-e-s. That's  
22 from memory. Subject to check.

23 BY MR. PLUTA:

24 Q. Thank you. Mr. Haden, do you remember a line  
25 of questioning where Mr. Haden asked you, I believe he

1 cited to Table 5.3 which is on page 17.7 of DL-2. I  
2 don't know the exact number that he cited to but, for  
3 example, I think he -- let's take the construction  
4 direct for Audrain County. It lists \$22,793,545. I  
5 believe Mr. Haden asked you the question if we can't  
6 find that exact number in the county, has the IMPLAN  
7 model failed.

8 MR. HADEN: I'm going to object. I think that  
9 misstates the question, because I don't think I ever  
10 said that exact number ever.

11 MR. PLUTA: I'll make it a more general  
12 question if that's helpful.

13 MR. HADEN: Fair enough.

14 BY MR. PLUTA:

15 Q. So Mr. Haden pointed to your numbers and said  
16 if we can't find that number, does that mean that the  
17 IMPLAN model is a failure. Is it fair to say that in  
18 any economic analysis there will be a margin of error?

19 A. Yes.

20 Q. And having some margin of error does not  
21 necessarily make a model a failure; isn't that correct?

22 A. That's right.

23 Q. And there's been a lot of talk about gross  
24 economic analysis versus net economic analysis. And I  
25 believe Mr. Haden and Mr. Agathen have pointed to

1 several examples where they believe there could be  
2 negative economic outputs. Is it fair to say that you  
3 also didn't consider a number of positive economic  
4 outputs?

5 A. That's correct.

6 Q. Okay. And I know that you handled just a few,  
7 but is it true that your report does not include a  
8 number of economic benefits that were addressed in  
9 Mr. Repsher's analysis?

10 A. That's correct.

11 Q. Is it also true that your report wouldn't  
12 contemplate the benefits that are found in Mr. Monken's  
13 analysis of the Project?

14 A. That was the Guidehouse report?

15 Q. Converge, the national security report.

16 A. That's right. I did not include those  
17 benefits.

18 Q. And the same would be true about the  
19 Guidehouse report's benefits?

20 A. Yes.

21 Q. Okay. And so those would all -- To the extent  
22 that they created economic benefits, those would not be  
23 reflected in the numbers that you have in, say, Table  
24 5.3?

25 A. That's correct.

1 Q. Okay. Thank you. Is the measurement of  
2 purely gross impacts consistent with industry standards?

3 A. Yes.

4 Q. Okay.

5 MR. HADEN: The answer is here. I will back  
6 off my objection. I guess I've got to be faster.

7 BY MR. PLUTA:

8 Q. And I know Mr. Haden was concerned that there  
9 are some economic earnings results or labor that would  
10 be duplicative of the existing labor, but is there  
11 sufficient reason for you to understand and support the  
12 assumption that many of the economic inputs and job  
13 growth created by this Project are nonduplicative of  
14 existing resources?

15 A. Yes.

16 Q. Okay. Do you remember Mr. Agathen asked you a  
17 series of questions about deductions from compensation  
18 received by workers?

19 A. Yes.

20 Q. And I believe that he mentioned federal income  
21 tax and social security taxes?

22 A. Correct.

23 Q. That would be true of any lawful profession,  
24 correct, that there would be that amount taken out of  
25 someone's pay?



1 A. That's right.

2 MR. PLUTA: Thank you, Dr. Loomis. That's all  
3 I have.

4 JUDGE DIPPELL: Thank you, Dr. Loomis. I  
5 believe that concludes your testimony and you may be  
6 excused.

7 (Witness excused.)

8 JUDGE DIPPELL: And that brings us to 5:05 and  
9 I think it's a good place before we begin with Staff's  
10 first witness to take a short break. Let's try to take  
11 just a ten-minute break and come back at 5:15. Thank  
12 you. Go off the record.

13 (A recess was taken.)

14 JUDGE DIPPELL: All right. We're back on the  
15 record. And Ms. Eubanks has already taken the stand.  
16 So we'll begin with Staff's witnesses. I will ask her  
17 to raise her right hand. Do you solemnly swear or  
18 affirm that the testimony you're about to give at this  
19 hearing will be the truth?

20 THE WITNESS: I do.

21 JUDGE DIPPELL: Thank you. Mr. Pringle, you  
22 may go ahead.

23 MR. PRINGLE: Thank you, Judge.

24 CLAIRE EUBANKS,  
25 having been first duly sworn, was examined and testified

1 as follows:

2 DIRECT EXAMINATION

3 BY MR. PRINGLE:

4 Q. Ms. Eubanks, will you please state and spell  
5 your name for the record?

6 A. Claire Eubanks, C-l-a-i-r-e E-u-b-a-n-k-s.

7 Q. Thank you, Ms. Eubanks. By whom are you  
8 employed and in what capacity?

9 A. I'm employed by the Missouri Public Service  
10 Commission as the Manager of the Engineering Analysis  
11 Department.

12 Q. Did you contribute to Staff's Report in this  
13 case which has been previously marked as Exhibit 109?

14 A. I did.

15 Q. Did you submit rebuttal testimony in this case  
16 which has been previously marked as Exhibit 102?

17 A. Yes.

18 Q. At this time, do you have any corrections to  
19 make to the Staff Report or your rebuttal testimony?

20 A. I do. The same change throughout. So start  
21 with the Staff Report. This is on page 10 at the very  
22 bottom of the page it's to strike the words any all. So  
23 the last line would read into easement agreements with  
24 Missouri landowners. And then similarly in my testimony  
25 on page 8, line 20, the words any all would be struck

1 and it should read to incorporate House Bill 205 into  
2 easement agreements with Missouri landowners.

3 MR. SCHULTE: Sorry. I'm catching up. I'm  
4 still on page 10. Was it page 10 of the Staff Report?

5 JUDGE DIPPELL: Which is marked as Exhibit  
6 109.

7 MR. SCHULTE: I'm sorry. Where on that page  
8 was the modification?

9 MR. PRINGLE: Towards the bottom.

10 THE WITNESS: I'm looking at the Revised Staff  
11 Report. So if it's different page numbering, that might  
12 be.

13 MR. SCHULTE: Thank you.

14 JUDGE DIPPELL: Did you get both of those  
15 changes, Mr. Schulte?

16 MR. SCHULTE: I found the place on the page.  
17 Sorry. Could you say the modification again?

18 THE WITNESS: Just deleting the words any all.

19 MR. SCHULTE: Got it.

20 THE WITNESS: It's going to be the same change  
21 throughout. It's just in three spots.

22 MR. SCHULTE: Thank you.

23 JUDGE DIPPELL: I only got two spots myself.

24 THE WITNESS: So one spot is in the Revised  
25 Staff Report on page 10, page 8, line 20 and then

1 finally page 18, line 16, the last two are my rebuttal  
2 testimony.

3 JUDGE DIPPELL: Page 18, line 16?

4 THE WITNESS: Yes.

5 JUDGE DIPPELL: Somehow I missed that one.  
6 Okay, Mr. Pringle, I think we're all caught up.

7 MR. PRINGLE: Thank you, Ms. Eubanks.

8 BY MR. PRINGLE:

9 Q. Besides those corrections, at this time if I  
10 asked you the same questions today within your rebuttal  
11 testimony, would your answers be the same?

12 A. Yes.

13 Q. Are those answers true and correct to the best  
14 of your knowledge and belief?

15 A. Yes.

16 MR. PRINGLE: Thank you, Ms. Eubanks. At this  
17 time I offer into the record Exhibits 102, 102HC and 102  
18 HC-C.

19 JUDGE DIPPELL: And 109 or are you holding  
20 that until later?

21 MR. PRINGLE: Mr. Stahlman sponsored that  
22 report. It will be coming in with him.

23 JUDGE DIPPELL: Would there be any objection  
24 to Exhibit 102 which has a highly confidential version  
25 and highly confidential-competitive version which I know

1 not everyone has access to. Are there any objections?

2 Seeing none, I will admit those.

3 (STAFF EXHIBITS 102, 102HC and 102HC-C WERE  
4 RECEIVED INTO EVIDENCE AND MADE A PART OF THIS RECORD.)

5 MR. PRINGLE: Thank you, Judge.

6 BY MR. PRINGLE:

7 Q. And Ms. Eubanks, with those corrections we  
8 discussed earlier, what is Staff's current position  
9 regarding the HB 2005 recommendation?

10 A. Staff's current position currently provided no  
11 further changes in other positions. Staff recommends a  
12 condition that -- let me make sure I'm reading it  
13 correctly -- that Grain Belt Express file with the  
14 Commission revised landowner protocols to clearly  
15 articulate the compensation package offered to  
16 landowners by phase and/or line type as modified  
17 pursuant to the Commission's decision on Issue 2.

18 Q. Thank you, Ms. Eubanks. Just to be clear,  
19 Staff is not recommending the implementation of all HB  
20 2005 at this time, correct?

21 A. Not without -- I guess that's based on the  
22 full entirety of Staff's recommended conditions, yes.

23 MR. PRINGLE: Thank you, Ms. Eubanks. Judge  
24 Dippell, at this time I tender the witness for  
25 cross-examination.

1 JUDGE DIPPELL: And just to make things clear  
2 for those, the revised positions that Ms. Eubanks is  
3 testifying to, those were put in Staff's Revised  
4 Position Statement?

5 MR. PRINGLE: Yes, that was filed with our  
6 prefiled exhibit list, correct.

7 JUDGE DIPPELL: Thank you. Is there any  
8 cross-examination from MLA?

9 MR. AGATHEN: No, Judge.

10 JUDGE DIPPELL: From the Ag Associations.

11 MR. HADEN: No, Your Honor.

12 JUDGE DIPPELL: That's fine. Ms. Stemme.

13 MS. STEMME: No questions.

14 JUDGE DIPPELL: Public Counsel.

15 MR. WILLIAMS: Thank you, no.

16 JUDGE DIPPELL: Associated's attorney asked to  
17 be excused for the rest of the day and waived cross.  
18 Sierra Club.

19 MS. RUBENSTEIN: No, thank you.

20 JUDGE DIPPELL: Renew Missouri.

21 MS. GREENWALD: No, thank you.

22 JUDGE DIPPELL: Clean Grid Alliance.

23 MR. BRADY: No cross, thank you.

24 JUDGE DIPPELL: MEC.

25 MS. WHIPPLE: Yes, Your Honor, briefly, but I

1 believe we'll be touching on HC materials and I'd be  
2 glad to hold off so that if others, I guess Grain Belt  
3 comes after me. If they have cross that's on that, I'd  
4 be glad to wait so that we just do that one time  
5 through, whatever the Court prefers.

6 JUDGE DIPPELL: I think that's a good idea.  
7 If Grain Belt thinks it might have cross that touches on  
8 any HC materials that MEC can hear.

9 MR. SCHULTE: We don't have any plan to cross  
10 that would touch on HC materials.

11 JUDGE DIPPELL: Let me check while we're on  
12 that subject to see if I knew of any questions that  
13 might touch on that. I don't think so. I think it's  
14 just going to be MEC. So we could just go ahead and go  
15 in an in-camera session now if everyone is prepared for  
16 that. This is just highly confidential, correct?

17 MS. WHIPPLE: Depending on Ms. Eubanks'  
18 answers, I will start with highly confidential but it  
19 could go into HCC depending on her answers. But I hope  
20 we just stay with highly confidential. I will assure  
21 the Court that if we get into HCC, it's MEC's HCC  
22 material. So that will be no problem.

23 JUDGE DIPPELL: So I will ask anyone in the  
24 room who's not authorized to hear the highly  
25 confidential information to please leave the room and I

1 will send someone out upon the conclusion for you all to  
2 return. And I don't believe we have anyone online other  
3 than PSC employees and attorneys. Okay. We are now in  
4 the highly confidential in-camera session.

5 (HC in-camera session)

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5 (REPORTER'S NOTE: At this point, public  
6 session resumed.)

7 JUDGE DIPPELL: Okay. And was that the end  
8 then of your cross-examination?

9 MS. WHIPPLE: Yes, it was. Thank you, Judge.

10 JUDGE DIPPELL: All right. Is there  
11 cross-examination from Grain Belt?

12 MR. SCHULTE: Yes, please. Good afternoon or  
13 evening, Ms. Eubanks.

14 THE WITNESS: Good evening.

15 CROSS-EXAMINATION

16 BY MR. SCHULTE:

17 Q. Could you please turn to page 3 of your  
18 rebuttal testimony.

19 A. Yes.

20 Q. And beginning at line 20, the question there  
21 reads does Staff support the modification to allow for  
22 construction on easements prior to the entire Project  
23 being fully financed. Did I read that question  
24 correctly?

25 A. Yes.

1 Q. And is that modification also referred to as  
2 phasing?

3 A. It is.

4 Q. And then at line 22, your answer is no, not at  
5 this time?

6 A. That's correct.

7 Q. Is that still Staff's position?

8 A. Yes.

9 Q. Then later in that answer, and I'm turning now  
10 to page 4, line 4, there's a sentence that states  
11 further, Illinois has recently approved the GBE portion  
12 of the Project in Illinois. Did I read that correctly?

13 A. You did.

14 Q. And again, this is in the answer to the  
15 question regarding Staff's position on phasing. So is  
16 the intended implication there that because Grain Belt  
17 Express has received a certificate in Illinois it should  
18 be able to finance both phases on the same timeline?

19 A. I would defer any financing questions to  
20 Dr. Won.

21 Q. What is the intent of that statement that  
22 Illinois has recently approved the Grain Belt Express  
23 portion of the Project in Illinois?

24 A. So in the transcript from the 2016 case, my  
25 understanding was there were a line -- there was a line

1 of questioning about what would prevent Grain Belt from  
2 actually constructing the line dealt with financing  
3 construction costs and whether there would be customers  
4 to purchase from the line.

5 Q. Okay.

6 A. So in that discussion there was also mention  
7 of regulatory approvals. So just was really just for  
8 clarification that other regulatory approvals have been  
9 satisfied --

10 Q. Did that --

11 A. -- by state commissions to be clear.

12 Q. Did that discussion include consideration of  
13 the land acquisition process in Illinois?

14 A. I don't recall that specifically.

15 Q. Okay. Do you recall if that discussion, and  
16 again this was the discussion in the transcript in 2016?

17 A. Yes.

18 Q. Was it the 2016, so the 2016 docket was  
19 adjudicated before the PSC and then went up on appeal  
20 and then was remanded. Are you aware of whether this  
21 portion of the transcript was in the first part of the  
22 proceeding or in the remand part of the proceeding?

23 A. I believe it was in the remand portion of the  
24 proceeding, subject to check.

25 Q. Okay. We're just taking I see that you have a

1 citation footnote 3 on page 3 of your rebuttal  
2 testimony. Refers to the three major issues it may  
3 have, that Grain Belt may have with constructing the  
4 line. And it cites to transcript Volume 10, pages 259  
5 through 261. Is that an accurate reading of your  
6 transcript -- of your testimony?

7 A. That is what footnote 3 says, yes.

8 Q. That was the portion of the transcript that  
9 you were referring to just in the previous exchange?

10 A. I believe it's in that portion of the  
11 transcript. Whether it might be off a page or two, I  
12 don't recall.

13 Q. Okay. We were able to locate Volume 10. It  
14 looks like it's from March 20, 2017. Okay. I can move  
15 on. I just wanted to get that clear in my head. Do you  
16 recall if that part of the transcript that you cited in  
17 your testimony, did it include a consideration of the  
18 time for completing detailed engineering and design for  
19 the Project after receiving state regulatory approvals?

20 A. I don't recall that in that portion. I might  
21 need to look at it to recall.

22 Q. Okay. And outside of whether the transcript  
23 from 2017 addressed those issues, did you consider those  
24 issues as part of your preparation for this current case  
25 in this rebuttal testimony?



1 A. Can you clarify your question?

2 Q. Sure. In preparing for Staff's position on  
3 phasing in this case, did you consider the land  
4 acquisition process in Illinois and the steps required  
5 for that in the timing of that process?

6 A. In Illinois?

7 Q. Yes.

8 A. I'm not the only witness that is supporting  
9 Staff's position on phasing, so clarifying that. But I  
10 personally did not, no.

11 Q. Okay. In preparing your rebuttal testimony  
12 and in your portion of the input on Staff's position on  
13 phasing, did you consider the timelines for completing  
14 detailed engineering and design for the portion of the  
15 project in Illinois?

16 A. I did not.

17 Q. Okay. And in preparing your rebuttal  
18 testimony and for your input on Staff's position  
19 regarding phasing in this proceeding, did you consider  
20 the status of the PJM interconnection request?

21 A. Staff, I believe, considered the PJM  
22 interconnection request, but that is in Shawn Lange's  
23 testimony.

24 Q. Okay. And just one more. In preparing your  
25 rebuttal testimony and for your portion of the input on

1 Staff's position on phasing in this proceeding, did you  
2 consider the process for obtaining environmental permits  
3 in Illinois?

4 A. In Illinois, no.

5 MR. SCHULTE: Those are all the questions that  
6 I have. Thank you.

7 THE WITNESS: Thank you.

8 JUDGE DIPPELL: Thank you. Are there  
9 Commission questions for Ms. Eubanks? Mr. Chairman.

10 CHAIRMAN RUPP: Thank you, Judge.

11 QUESTIONS

12 BY CHAIRMAN RUPP:

13 Q. I know in your surrebuttal testimony you had  
14 some concerns about black start and long generator lead  
15 lines that I believe the Company's witness Rodriguez had  
16 responded to. Did his response mitigate your questions  
17 or is there still concerns or issues or information that  
18 you are seeking?

19 A. So Staff has a recommended condition that we  
20 are provided notice essentially if the line gets  
21 designated as a black start resource. There is some  
22 detailed information about what other steps need to be  
23 taken, and that's in a data request that's attached to  
24 my rebuttal testimony if the Commission is interested.  
25 So Staff's recommended condition alleviates the

1 concerns. It was more the wanting to make sure the  
2 Commission was aware that just because something is  
3 designed to do something it doesn't necessarily mean all  
4 the steps are in place that that will actually come to  
5 fruition. And about the long generator lead line, I  
6 think that was maybe a phrase in my testimony. You  
7 know, Staff has discussed the various studies from the  
8 RTOs and that's in Shawn Lange's testimony. So I will  
9 say that Staff's material change definition discusses  
10 injection withdrawal rights, so that also alleviates  
11 Staff's concern, yeah.

12 Q. Okay. I think it was your rebuttal testimony  
13 where you were talking, I think it got brought up on the  
14 Guidehouse report. So by reading that, is Staff's basic  
15 objection to the Guidehouse report is that the benefits  
16 are only materialized if the entire both Phase I and  
17 Phase II are completed?

18 A. And that the line is fully subscribed and that  
19 there are enough generators on the front end to use the  
20 line, yes.

21 Q. You also stated that one of the concerns with  
22 the study was that it assumed bidirectional flow with  
23 MISO and I think maybe it was even talking about the  
24 winter storm and how much it could have alleviated but  
25 I'm trying to remember the testimony. I believe it was

1 you stated that there's only an agreement with MISO for  
2 one directional flow so those benefits wouldn't have  
3 been there. Assuming that the Company does go to MISO  
4 and inks agreement for bidirectional flow, do you  
5 believe that those savings or values in the Guidehouse  
6 study would materialize and do you believe that any of  
7 the value that the line could have given Missouri  
8 ratepayers because of Storm Uri would have or were  
9 actually a real value that could have alleviated cost?

10 A. So there's quite a bit there. So I think my  
11 understanding is there's incremental investment and  
12 studies that would need to be done for SPP, so actually  
13 the front end of the line. And I think Mr. Rodriguez  
14 talked about this a little bit yesterday, how it would  
15 actually work. And he also explained some of the  
16 studies, and Mr. Lange can speak more to that also. So  
17 that was one part of your question.

18 And I think another part was --

19 Q. So let me rephrase the question.

20 A. Sorry.

21 Q. Did Staff discount the Guidehouse study  
22 because there was only one -- an agreement with MISO for  
23 one directional flow or does Staff believe that if  
24 bidirectional flow was on the line would the study have  
25 more validity in Staff's mind?

1           A.    I think Staff took issue with more the  
2           quantification of the value.  I think our overall  
3           recommendation regarding the Guidehouse study was not  
4           really to rely on it for Findings of Fact related to  
5           need.  So to the extent there are benefits from  
6           interregional transmission projects, Staff doesn't  
7           dispute that.  Does that answer your question?

8           Q.    Yeah, I wanted to see if it was being  
9           discounted because the agreement isn't there or are you  
10          questioning the validity if there was an agreement would  
11          MISO -- would there be value, and I think you answered  
12          that, at least in my head.

13                   Walk me through your thoughts on, I believe  
14          the Guidehouse study talked about or maybe it was  
15          somewhere else, the line being able to add capacity that  
16          MISO is short, would Staff seem to discount whether or  
17          not that was a reality?  Am I remembering Staff's  
18          position correctly?

19          A.    Yes.  So I presented a table of MISO  
20          accredited values for wind and solar and other resources  
21          for capacity.  And you know, I think my understanding is  
22          there's going to be quite a bit large addition of wind  
23          and solar to make up for, you know, the lower accredited  
24          capacity.  So I think Staff was basically saying solar  
25          -- excuse me, storage, thermal or, you know, quite a bit

1 of wind and solar just as a clarification, yeah.

2 Q. So basically if it was a gas power plant, the  
3 capacity could be there, you just -- through the  
4 discounted amount of capacity is given to wind and solar  
5 Staff views it as not being able to help?

6 A. You just need a lot more of it.

7 Q. I know we talked about the accreditation  
8 values maybe on Monday and of the different -- we talked  
9 about wind, we talked -- but storage, how does Staff  
10 view the amount of capacity that could be added to help  
11 MISO if it was a storage versus gas versus wind versus  
12 solar?

13 A. I don't think Staff has presented any specific  
14 numbers on that. We would have to look at a project I  
15 think to form some more thoughtful opinions. I  
16 apologize.

17 Q. Does Staff believe that storage adds more  
18 capacity value than wind or solar?

19 A. You're able to move, you know, store it and  
20 use the power when you need it. There's benefits to it.

21 Q. More capacity?

22 A. Right.

23 CHAIRMAN RUPP: That's all I have for this  
24 witness. Thank you, Judge.

25 JUDGE DIPPELL: Thank you. Are there other

1 Commission questions? All right. I've got a few here.

2 QUESTIONS

3 BY JUDGE DIPPELL:

4 Q. In response to Dr. Won's proposed revisions to  
5 Grain Belt's amended financing conditions, Grain Belt's  
6 witness Rolanda Shine proposed a definition of installed  
7 transmission facilities. Does Staff have an opinion on  
8 that proposed definition as it relates to the financing  
9 conditions?

10 A. Staff does not oppose that addition.

11 Q. Based on the review of Grain Belt's proposed  
12 modifications to the condition in the landowner  
13 protocol, it appears that Grain Belt is delineating  
14 different conditions for the existing line and the Tiger  
15 Connector. Is that Staff's understanding?

16 A. Yes.

17 Q. And are Staff's proposed amendments to the  
18 conditions intended to be both the existing line and the  
19 Tiger Connector?

20 A. So Staff has changed its position and is no  
21 longer recommending a specific one way or the other. We  
22 just want the landowner protocols to be clear to  
23 landowners of if it's for Phase I, if it's for the Tiger  
24 Connector, if it's for Phase II, if it's based on the  
25 data, the Commission Order.

1 Q. My questions were written before you changed  
2 your position.

3 A. Understandable.

4 Q. In your rebuttal on pages 8 through 10 you  
5 discuss Grain Belt's proposed changes to the landowner  
6 compensation package?

7 A. Yes.

8 Q. And given changes and everything, have your  
9 concerns been addressed with regard to that?

10 A. So Staff has changed its position and so the  
11 concerns on modification to ordered paragraph 8, we're  
12 just requesting that those changes be made to landowner  
13 protocols and be filed with the Commission as to  
14 whatever the Commission decides on that issue.

15 Q. And then a similar question was asked of  
16 Mr. Chandler. Based on the elimination of the structure  
17 payments for landowners along the Tiger Connection, or  
18 Connector, are you able to envision a scenario in which  
19 a landowner might be worse off in terms of compensation?

20 A. So the payment, as I understand it, would tick  
21 the size of the easement area, the 150 percent value and  
22 then the land value. So it's kind of a moving target,  
23 if you will. I do think that smaller parcels that would  
24 have a structure on it would likely not see the same  
25 benefit from the 150 percent only versus the 110 percent



1 in the structure payment.

2 Q. I'm going to switch directions a little bit.  
3 In Mr. Petti's direct testimony that was adopted, he  
4 cites at page 9 to the Guidehouse report saying  
5 estimates that the Project will mitigate additional  
6 reliability driven generation capacity investments of  
7 approximately 526 million per year and approximately 7.6  
8 billion for the life of the Project and then it further  
9 breaks down regional benefits in Table 9. Did you find  
10 those figures to be reasonable estimate of the Project  
11 benefits?

12 A. I actually don't have a copy of the Guidehouse  
13 study.

14 Q. I apologize.

15 A. Maybe Travis has it. What was the table? I'm  
16 sorry.

17 Q. His testimony at page 9 cites to a Table 9 of  
18 the Guidehouse report saying that additional reliability  
19 driven generation capacity investments -- that it will  
20 mitigate additional reliability driven generation  
21 capacity investments, that's quite a mouthful, of  
22 approximately 526 million per year and approximately 7.6  
23 billion for life of the Project.

24 MR. PRINGLE: If I could real quick, I have a  
25 copy of the Guidehouse study.

1 JUDGE DIPPELL: Thank you.

2 THE WITNESS: You said page 9?

3 BY JUDGE DIPPELL:

4 Q. It's page 9 of his direct testimony mentions  
5 or refers to Table 9 of the report. I don't know what  
6 page Table 9 is on. Did you do any analysis of those  
7 estimates? To be honest, I don't have the Guidehouse in  
8 front of me either.

9 A. I will explain what Table 9 is. It's a  
10 Project potential resource adequacy benefit is what it's  
11 labeled. It has several point of interconnections, the  
12 benefiting system, the amount of injection, the cost of  
13 new entry or the CONE and then the calculated benefit  
14 related to that. I don't recall specifically addressing  
15 that table in my rebuttal testimony.

16 Q. And just reviewing it there, you don't have an  
17 opinion at this point? I mean, if you haven't had a  
18 chance to analyze it, I don't want you to give me an  
19 opinion just to give me an opinion.

20 A. I don't have an opinion at the moment, no.

21 Q. Okay. A number of reliability and resiliency  
22 benefits were identified in that Guidehouse report. In  
23 terms of the benefits of avoided loss load, would you  
24 say the benefit and/or the value of the avoided loss  
25 load is higher given the revised proposal incorporates

1 two injection points rather than one?

2 A. Could you repeat your question?

3 Q. It was kind of long. A number of reliability  
4 and resiliency benefits were identified in the  
5 Guidehouse report. In terms of the benefits of avoided  
6 loss load, would you say the benefit or value of the  
7 avoided loss load is higher given the revised proposal  
8 incorporates two injection points rather than one?

9 A. I don't recall there being that type of  
10 calculation in the Guidehouse study. I could be  
11 forgetting something.

12 Q. And then with regard to my previous question  
13 about the estimate of the Project benefits in that Table  
14 9, is there another Staff witness that I should ask that  
15 question to that did review that?

16 A. I reviewed it. I chose not to address it,  
17 right, so.

18 Q. So there's not another witness?

19 A. No, not to my knowledge.

20 JUDGE DIPPELL: Okay. Thank you. Okay. I  
21 think that's all the questions that the Commission had  
22 and myself. Is there further cross-examination based on  
23 questions from the bench from MLA?

24 MR. AGATHEN: No, Your Honor.

25 JUDGE DIPPELL: From the Agriculture

1 Associations.

2 MR. HADEN: No, Your Honor.

3 JUDGE DIPPELL: Ms. Stemme.

4 MS. STEMME: No questions.

5 JUDGE DIPPELL: Public Counsel.

6 MR. WILLIAMS: Thank you, no.

7 JUDGE DIPPELL: Sierra Club.

8 MS. RUBENSTEIN: No, thank you.

9 JUDGE DIPPELL: Renew Missouri.

10 MS. GREENWALD: No, thank you.

11 JUDGE DIPPELL: Clean Grid Alliance.

12 MR. BRADY: No, thank you.

13 JUDGE DIPPELL: MEC.

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

15 JUDGE DIPPELL: Grain Belt.

16 MR. SCHULTE: Just one, I think.

17 FURTHER CROSS-EXAMINATION

18 BY MR. SCHULTE:

19 Q. In responding to some questions from Chair  
20 Rupp, you referenced the Staff proposed condition  
21 regarding the definition of material change?

22 A. I did.

23 Q. And you referenced the threshold of a 100 MW  
24 change in injection or withdrawal?

25 A. I don't think I specified 100 MW, but I did

1 reference the injection and withdrawal, yes.

2 Q. Is Staff's recommendation a 100 MW threshold  
3 change in an injection or withdrawal?

4 A. Let me look at the -- That's not in the  
5 position statement. I would defer to Staff witness  
6 Michael Stahlman.

7 MR. SCHULTE: Okay. Thank you, Judge.

8 JUDGE DIPPELL: That's all?

9 MR. SCHULTE: Yeah, I just wanted to make sure  
10 -- Since she had mentioned that condition, I wanted to  
11 make sure she wasn't the right witness to ask questions  
12 about that condition.

13 JUDGE DIPPELL: Is there any redirect from  
14 Staff?

15 MR. PRINGLE: Brief, Judge.

16 REDIRECT EXAMINATION

17 BY MR. PRINGLE:

18 Q. Ms. Eubanks, when it came to your input into  
19 Staff's position regarding the opposition of phasing,  
20 what did you consider?

21 A. So I went back and looked at what the  
22 Commission had decided previously in the Report and  
23 Order on financing that condition and read the  
24 transcript and considered the impact of House Bill 205,  
25 because that was part of what I was looking at, and

1 those are the things that I took into consideration  
2 primarily as well as input from other Staff members.

3 Q. Just to clarify for the record, by House Bill  
4 205, you mean House Bill 2005?

5 A. I do, yes.

6 MR. PRINGLE: Thank you very much, Ms.  
7 Eubanks. Nothing further, Judge.

8 JUDGE DIPPELL: Thank you, Ms. Eubanks. You  
9 may step down and be excused.

10 (Witness excused.)

11 JUDGE DIPPELL: I was about to ask if Dr. Won  
12 is available. He's coming up the aisle. So answers  
13 that question. He's on the hook now. Do you solemnly  
14 swear or affirm that the testimony you're about to give  
15 at this hearing will be the truth?

16 THE WITNESS: I do.

17 JUDGE DIPPELL: Thank you. If you could spell  
18 your name for the court reporter, please.

19 THE WITNESS: Seoung Joun Won, S-e-o-u-n-g  
20 J-o-u-n, last name W-o-n.

21 JUDGE DIPPELL: Okay. Mr. Pringle, go ahead.

22 MR. PRINGLE: Thank you, Judge. Good evening,  
23 Dr. Won.

24 THE WITNESS: Hello.

25 SEOUNG JOUN WON,

1 having been first duly sworn, was examined and testified  
2 as follows:

3 DIRECT EXAMINATION

4 BY MR. PRINGLE:

5 Q. By whom are you employed and in what capacity?

6 A. I work for Missouri Public Service Commission  
7 as the Manager of the Financial Analysis Department.

8 Q. Did you contribute to Staff's Report in this  
9 case which has been previously marked as Exhibit 109?

10 A. Yes.

11 Q. Did you also submit rebuttal testimony in this  
12 case which has been previously marked as Exhibit 108?

13 A. Yes.

14 Q. At this time, do you have any corrections to  
15 make to the Staff Report or your rebuttal testimony?

16 A. No.

17 Q. If I asked you the same questions today within  
18 your rebuttal testimony, would your answers be the same?

19 A. Yes.

20 Q. Are those answers true and correct to the best  
21 of your knowledge and belief?

22 A. Yes.

23 MR. PRINGLE: Thank you, Dr. Won. At this  
24 time I offer Exhibit 108 and 108HC into the record.

25 JUDGE DIPPELL: Would there be any objection

1 to Exhibit 108 and 108HC? Seeing none, I will admit  
2 those.

3 (STAFF EXHIBITS 108 AND 108HC WERE RECEIVED  
4 INTO EVIDENCE AND MADE A PART OF THIS RECORD.)

5 MR. PRINGLE: Thank you, Judge. At this time  
6 I tender the witness for cross-examination.

7 JUDGE DIPPELL: Is there any cross-examination  
8 from MLA.

9 MR. AGATHEN: No, Your Honor. Thank you.

10 JUDGE DIPPELL: Agriculture Associations.

11 MR. HADEN: None, Your Honor.

12 JUDGE DIPPELL: Ms. Stemme.

13 MS. STEMME: No questions.

14 JUDGE DIPPELL: Public Counsel.

15 MR. WILLIAMS: Thank you, no.

16 JUDGE DIPPELL: Sierra Club.

17 MS. RUBENSTEIN: No, thank you.

18 JUDGE DIPPELL: Renew Missouri.

19 MS. GREENWALD: No, thank you.

20 JUDGE DIPPELL: Clean Grid Alliance.

21 MR. BRADY: No questions. Thank you.

22 JUDGE DIPPELL: MEC.

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

24 JUDGE DIPPELL: Grain Belt.

25 MR. SCHULTE: Good evening, Dr. Won.



1 THE WITNESS: Good evening.

2 CROSS-EXAMINATION

3 BY MR. SCHULTE:

4 Q. Were you in the room for Ms. Eubanks's  
5 testimony today?

6 A. I don't have it.

7 Q. I'm sorry. Were you in the room for her live  
8 testimony?

9 A. Yes.

10 Q. She referenced your input regarding Staff's  
11 position on phasing. So I wanted to ask you a couple  
12 questions about considerations that Staff took into  
13 account with regard to its position on phasing. In your  
14 role in your input on Staff's position, did you consider  
15 the land acquisition process in Illinois and the timing  
16 of that process?

17 A. No.

18 Q. What about the timelines for completing  
19 detailed engineering and design for the project in  
20 Illinois?

21 A. I did not.

22 Q. Did you consider the status of the PJM  
23 interconnection requests?

24 A. No.

25 Q. And did you consider the need for obtaining

1 environmental permits or the timelines associated with  
2 those in Illinois?

3 A. No.

4 MR. SCHULTE: Okay. Those are all the  
5 questions I have. Thank you.

6 JUDGE DIPPELL: Thank you. Are there  
7 Commission questions for Dr. Won?

8 CHAIRMAN RUPP: No.

9 JUDGE DIPPELL: I have just a couple.

10 QUESTIONS

11 BY JUDGE DIPPELL:

12 Q. Did Staff review Grain Belt's pro forma  
13 information for Phase I as submitted in Rolanda Shine's  
14 surrebuttal Schedule RS-3?

15 A. Yes, but my expertise is limited to the  
16 financial ability. My understanding is those schedules  
17 mainly focus on economic feasibility issue.

18 Q. Okay. Did your limited review, did you have  
19 any concerns on your limited review?

20 A. I have concerns, but I would like to defer to  
21 the Staff witness Michael Stahlman to answer that  
22 question.

23 Q. Michael Stahlman?

24 A. Stahlman.

25 Q. I can't say it either so. And he's going to

1 be our last Staff witness today. Okay. Or not today.

2 Our last Staff witness.

3 In response to your proposed revisions to  
4 Grain Belt's -- sorry. Let me start over. In response  
5 to your proposed revisions to Grain Belt's amended  
6 financing conditions, and if this has changed let me  
7 know, Grain Belt's witness Rolanda Shine proposed a  
8 definition of installed transmission facilities. Does  
9 Staff have an opinion about that proposed definition as  
10 it relates to the financing?

11 A. Actually that definition is not really matter  
12 for the financial ability. So in my perspective there's  
13 no concern about the definition.

14 JUDGE DIPPELL: Okay. That's all the  
15 questions I had. Is there any additional  
16 cross-examination based on questions from the bench?  
17 MLA.

18 MR. AGATHEN: No, Your Honor.

19 JUDGE DIPPELL: Agriculture Associations.  
20 Not seeing anybody.

21 JUDGE DIPPELL: Ms. Stemme.

22 MS. STEMME: No questions.

23 JUDGE DIPPELL: Public Counsel.

24 MR. WILLIAMS: Thank you, no.

25 JUDGE DIPPELL: Associated has left the

1 building. Sierra Club.

2 MS. RUBENSTEIN: No, thank you.

3 JUDGE DIPPELL: Renew Missouri.

4 MS. GREENWALD: No, thank you.

5 JUDGE DIPPELL: Clean Grid Alliance.

6 MR. BRADY: No, thanks.

7 JUDGE DIPPELL: MEC.

8 MS. WHIPPLE: No, Your Honor, thank you.

9 JUDGE DIPPELL: Grain Belt.

10 MR. SCHULTE: No further questions. Thank  
11 you.

12 JUDGE DIPPELL: Any redirect from Staff?

13 Mr. PRINGLE: Brief, Judge. Thank you.

14 REDIRECT EXAMINATION

15 BY MR. PRINGLE:

16 Q. Dr. Won, in questions from the bench you  
17 brought up economic feasibility. What is your  
18 definition of economic feasibility?

19 A. The definition of economic feasibility is  
20 focus on the comparison to investment and return.

21 Q. Does that have any difference in your opinion  
22 regarding financial feasibility?

23 A. Financial feasibility you can interchangeably  
24 use.

25 Q. And then just for clarification, can you also

1 define financial viability?

2 A. So financial viability has very similar  
3 definition to economic feasibility, but that is more  
4 focused on the financial statement analysis, for  
5 example, ratio. When you conduct economic feasibility  
6 study, investment amount is kind of treat as given  
7 number and then calculating the cash flow analysis and  
8 compare net present value so that project is profitable  
9 or not. That is determined during the economic  
10 feasibility study. The financial viability is focused  
11 on the entity can be survive or not. So that analysis  
12 considering the revenue streams and expense streams.  
13 Then using the financial statement information. So  
14 several financial ratios is calculated and then focus on  
15 the different possibility. So calculate and evaluate  
16 about that project is survive or not.

17 Q. And do you recall did you or Staff use the  
18 term financial viability in our report or your rebuttal?

19 A. Staff did not use financial viability. That  
20 is not Tartan criteria.

21 MR. PRINGLE: Thank you, Dr. Won. No further  
22 questions, Judge.

23 JUDGE DIPPELL: Thank you. Thank you,  
24 Dr. Won. You are -- your testimony is completed and you  
25 may be excused.

1 THE WITNESS: Thank you.

2 (Witness excused.)

3 JUDGE DIPPELL: I think we're on a roll. So  
4 if Mr. Lange is available. Do you solemnly swear or  
5 affirm that the testimony you're about to give at this  
6 hearing will be the truth?

7 THE WITNESS: I do.

8 JUDGE DIPPELL: Can you please spell your name  
9 for the court reporter?

10 THE WITNESS: It is Shawn, S-h-a-w-n, Lange,  
11 L-a-n-g-e.

12 JUDGE DIPPELL: Mr. Lange, you're another soft  
13 spoken person. So I'm going to need you to speak up a  
14 little and speak into that mike. Whenever you're ready,  
15 Mr. Pringle.

16 MR. PRINGLE: Thank you, Judge. Good evening,  
17 Mr. Lange.

18 THE WITNESS: Good evening.

19 SHAWN LANGE,  
20 having been first duly sworn, was examined and testified  
21 as follows:

22 DIRECT EXAMINATION

23 BY MR. PRINGLE:

24 Q. By whom are you employed and in what capacity?

25 A. I'm employed by the Missouri Public Service

1 Commission as a Senior Professional Engineer.

2 Q. And Mr. Lange, did you contribute to Staff's  
3 Report in this case which has been previously marked as  
4 Exhibit 109?

5 A. I did.

6 Q. And did you also prepare for this case  
7 rebuttal testimony that has been previously marked as  
8 Exhibit 104?

9 A. I did.

10 Q. At this time, do you have any corrections to  
11 make to the Staff Report or your rebuttal testimony?

12 A. I have one correction to make to my testimony.  
13 That is page 16, line 13, sentence that starts on line  
14 13. The way it reads currently is GBX is proposing that  
15 the power associated with the MJMEUC contract travel the  
16 Tiger Connector and be injected into the interconnection  
17 at or near McCredie. I would like to change the word  
18 McCredie to Burns. So it would read GBX is proposing  
19 that the power associated with the MJMEUC contract  
20 travel the Tiger Connector and be injected into the  
21 interconnection at or near Burns.

22 Q. Are there any further corrections or additions  
23 to make to your testimony?

24 A. Not that I'm aware of.

25 Q. If I asked you the same questions today within

1 your rebuttal testimony, would your answers be the same?

2 A. Yes.

3 Q. Are those answers true and correct to the best  
4 of your knowledge and belief?

5 A. They are.

6 MR. PRINGLE: Thank you, Mr. Lange. At this  
7 time, I enter Exhibits 104 and 104HC into the record.

8 JUDGE DIPPELL: Would there be any objection  
9 to Exhibits 104 and 104HC? Hearing none, I will admit  
10 those exhibits.

11 (STAFF EXHIBITS 104 AND 104 HC WERE RECEIVED  
12 INTO EVIDENCE AND MADE A PART OF THIS RECORD.)

13 MR. PRINGLE: Thank you, Judge. At this time,  
14 I tender the witness for cross-examination.

15 JUDGE DIPPELL: I'm going to ask general is  
16 there going to be any cross-examination of Mr. Lange?  
17 Are there any Commissioner questions for Mr. Lange?  
18 Mr. Chairman.

19 CHAIRMAN RUPP: Good evening.

20 THE WITNESS: Good evening.

21 QUESTIONS

22 BY CHAIRMAN RUPP:

23 Q. Did you review the testimony of Michael  
24 Mulligan on behalf of the Sierra Club in his, basically  
25 his testimony on the benefits of the line to the RTOs



1 and the regional power systems?

2 A. It has been a while since I reviewed his  
3 testimony.

4 Q. We'll talk real 10,000 foot level. Do you  
5 agree with his testimony?

6 A. I guess which -- can you give me.

7 Q. The general benefits he outlined of this  
8 Project for the region for transmission, just a general  
9 summation of his entire analysis.

10 A. What I can say is that this Project is very  
11 complicated and that the benefits associated with this  
12 Project can be challenging to discern partly because the  
13 end users aren't kind of known. So where that power and  
14 where those potential power attributes may go may not be  
15 readily known. The Project can provide and has the  
16 ability to provide, you know, reliability benefits. You  
17 know, it is an additional transmission resource. It can  
18 help provide power to the region. It can, you know,  
19 it's access another transmission resource.

20 The challenge is where and to what degree the  
21 benefits will be, if you will. You know, I'm not trying  
22 to say that there will not be benefits. I'm just trying  
23 to say how to calculate those and to what RTO or where  
24 those benefits may manifest themselves is not readily  
25 discernible. I don't know if that really.

1 Q. I think that's fair enough. Your testimony  
2 kind of hinged on the revenues generated through the  
3 cost of energy through PJM at least from my recollection  
4 of it and that was like a key deciding point that if  
5 those revenues are not there the \$10 differential that  
6 was brought up in the last case that that kind of  
7 negated a lot of the potential value or revenue for this  
8 Project and therefore the phasing should not be gone  
9 ahead with. Am I summarizing that correctly in your  
10 opinion of what you are trying to convey in your  
11 testimony?

12 A. I think you may be summarizing Mr. Stahlman's  
13 testimony.

14 Q. I am. She said Stahlman was going to be our  
15 last.

16 A. Yeah.

17 Q. All right. Well everything else going well  
18 for you? (Laughter)

19 A. Yeah.

20 CHAIRMAN RUPP: Excellent. Well, that's all I  
21 have for this witness.

22 JUDGE DIPPELL: Are there any other Commission  
23 questions for Mr. Lange? I have one here on my paper.  
24 Let's see if it's still relevant.

25 QUESTIONS

1 BY JUDGE DIPPELL:

2 Q. In Baker's surrebuttal on pages 8 to 10 he  
3 responds to some concerns you raised in your rebuttal  
4 related to the Guidehouse report. Did his response  
5 address your concerns?

6 MR. PRINGLE: If I may, Judge, may I --

7 JUDGE DIPPELL: Yes, thank you.

8 MR. PRINGLE: -- Mr. Baker's surrebuttal I'll  
9 be bringing to the witness.

10 BY JUDGE DIPPELL:

11 Q. Starts at page 8.

12 A. Is there a page 10; is that correct?

13 Q. Pages 8 to 10 he responded to your rebuttal  
14 testimony and I just wondered if his response was to  
15 address your concerns or if you still have remaining  
16 concerns what they are?

17 A. I think this kind of goes along with my answer  
18 to Mr. Chairman's question that with the amount of  
19 information that is known at this time it is difficult  
20 to discern where and necessarily when and how the  
21 benefits will manifest themselves. So inasmuch as the  
22 Guidehouse report and what I have seen of the Guidehouse  
23 report assumes what I would view as kind of best-case  
24 scenario and the benefits of that best-case scenario,  
25 you know, what those would be and where those would

1 manifest. I can't necessarily say that that will happen  
2 and I think that that goes to a lot of the issues that  
3 Staff is having, you know, with the Guidehouse study  
4 itself.

5 JUDGE DIPPELL: Okay. Thank you. Anything  
6 else? Will there be any further cross-examination  
7 questions based on questions from the bench?

8 MR. SCHULTE: I do have a couple.

9 JUDGE DIPPELL: Anyone else?

10 MR. SCHULTE: All right. Go right ahead,  
11 Mr. Schulte.

12 CROSS-EXAMINATION

13 BY MR. SCHULTE:

14 Q. Picking up where the Judge just left off, by  
15 best-case scenario are you referring to a scenario where  
16 relevant commercial agreements are executed for offtake  
17 of the capacity and energy from Grain Belt?

18 A. When I said best-case scenario, it is that the  
19 power and the capacity from the line would be contracted  
20 for in such a way as, and I don't want to get into any  
21 of the HCC information, but it is assuming that the  
22 capacity of the line is contracted for, it is assuming  
23 that the energy over the line has a certain level of  
24 capacity factor, and it is assuming that, you know --  
25 those assumptions, like I said before, with the relative

1 information that we currently have, I find it difficult  
2 to make those assumptions fact that this will happen in  
3 this way. It could. But to say that it will, I don't  
4 know if I can say that.

5 Q. Okay. I heard you list the best-case scenario  
6 includes commercial contracts are executed for capacity  
7 on the line and the capacity factor of the energy  
8 delivered is as Grain Belt has said it will be.

9 A. In studies.

10 Q. Are those the two?

11 A. I believe so.

12 Q. And hypothetically, because I understand that  
13 you have some concerns with those two assumptions, but  
14 assuming for the purpose of this question that those two  
15 factors are fulfilled, do you have other issues with the  
16 Guidehouse report's methodology?

17 A. When you say fulfilled.

18 Q. If they -- If those two factors are satisfied  
19 in your referenced best-case scenario, do you have  
20 issues with the Guidehouse methodology or is it just  
21 those assumptions?

22 A. Well, I was speaking in response to the  
23 surrebuttal testimony of Robert Baker. As far as the  
24 overall Guidehouse report, I think Staff witness Claire  
25 Eubanks is the person to ask about other issues that

1 Staff may have with that study.

2 Q. So on pages 9 and 10 of Mr. Baker's  
3 surrebuttal testimony, line 10, are you there? Do you  
4 have that document? Page 9, line 10.

5 A. Page 9, line 10.

6 Q. Mr. Lange states that the assumptions made by  
7 Guidehouse overstate known impacts on capacity auction  
8 prices because current contracts do not interconnect  
9 into MISO. Those current contracts are what we've been  
10 talking about, right, with regard to contracts for  
11 delivery of energy over the Grain Belt Express Project?

12 A. I would assume that is what he is saying.

13 Q. And Mr. Baker goes on to testify I would like  
14 to reiterate that the Guidehouse report utilizes several  
15 interesting assumptions including the presumption that  
16 relevant commercial agreements are executed. And so my  
17 question is simply is your issue with the Guidehouse  
18 study those assumptions or is it the underlying  
19 methodology?

20 A. I would have to say my issues or any issues  
21 that I have outlined with regard to the Guidehouse study  
22 would have to be with regard to the assumptions made.

23 Q. Okay. Thank you. I think I do have one more  
24 subject. Chairman Rupp asked you some questions about  
25 the reliability and resiliency benefits?

1 A. Yes.

2 Q. And your response was that the benefits are  
3 difficult to determine because we don't know the  
4 specific contracting oftakers for the line. Is that a  
5 fair summation?

6 A. Yeah, I would say that's fair.

7 Q. Would you agree that the reliability and  
8 resiliency benefits depend in large part on the capacity  
9 of the transmission line, the capacity and engineering  
10 capabilities of the converter stations, and the  
11 locations of the various points of interconnections and  
12 those converter stations rather than the specific  
13 identity of contracting oftakers?

14 A. Well, the contracting oftakers would show  
15 where those benefits would be with regard to the RTO  
16 environment. So I mean, yes, and I think this goes to  
17 other Staff issues or, yeah, issues, is that there's a  
18 difference between capability and what would  
19 realistically, or I'm not saying realistically, what is  
20 feasible. So yes, there is capability on the line but  
21 what is the feasible manifestation of the power  
22 attributes and where is that going to occur and that's  
23 where I have difficulty.

24 Q. So the economic feasibility of the Project is  
25 tied to the commercial contracts, right, and the

1 identity of commercial partners but --

2 A. Yes.

3 Q. -- I'm not asking about that. I'm asking  
4 about simply the reliability and resiliency benefits are  
5 a function of the engineering capabilities of the line,  
6 are they not?

7 A. They would be -- a large part of that would be  
8 the engineering capabilities of the line. But then who  
9 has control over that line as far as what RTO may have  
10 dispatch authority over over that line will at least in  
11 my mind play a role in that.

12 MR. SCHULTE: Okay. I have no further  
13 questions. Thank you.

14 JUDGE DIPPELL: Thank you. Is there any  
15 redirect from Staff?

16 MR. PRINGLE: Yes, Judge.

17 REDIRECT EXAMINATION

18 BY MR. PRINGLE:

19 Q. Mr. Lange, regarding the Guidehouse study --

20 A. Yes.

21 Q. -- again. Other than the size of the line,  
22 did that study consider any other engineering designs?

23 A. Engineering designs, not that I'm aware of.

24 Q. And then there was a lot of talk about the  
25 executing contracts, but what about generators as a



1 source of power? Do you have any questions about that  
2 in your analysis?

3 A. Yes. Part of that is -- that goes to the, I  
4 know other witnesses have had this question raised, the  
5 capacity factor and what --

6 MR. SCHULTE: I'm sorry. I have to object. I  
7 don't want to but I don't want to lose an opportunity to  
8 cross-examine the witness on a new subject matter. This  
9 did not -- the capacity factor and the identity of the  
10 generators on the western terminus of the line did not  
11 come up in any of the bench questions or  
12 cross-examination.

13 MR. PRINGLE: In response, Judge, a lot of the  
14 talk was about unknowns on the line. This is another  
15 unknown.

16 JUDGE DIPPELL: I'm going to let him answer  
17 and, Mr. Schulte, since I gave Mr. Haden a little extra  
18 cross-exam earlier, I'll give you a second shot as well  
19 if you feel the need to respond.

20 MR. PRINGLE: I knew I should have objected at  
21 the time.

22 JUDGE DIPPELL: You may answer, Mr. Lange.

23 THE WITNESS: Would you mind repeating the  
24 question? I'm sorry.

25 BY MR. PRINGLE:

1 Q. Yes, it had to do with the unknown regarding  
2 the generators for the line.

3 A. Oh, yes. I think in the Guidehouse study  
4 there has been assumed level of capacity factor and that  
5 would make certain assumptions as to what the mix of  
6 wind and/or solar and/or potentially storage may be.  
7 But as far as I am aware, I do not know exactly what the  
8 mix of generator resources will be, and that capacity  
9 factor is vastly different if, you know, if it is mainly  
10 wind versus wind and solar versus wind, solar and  
11 storage or could be.

12 MR. PRINGLE: Thank you, Mr. Lange. No  
13 further questions on this redirect.

14 JUDGE DIPPELL: Thank you. Mr. Schulte, did  
15 that raise any questions for you?

16 MR. SCHULTE: I think I can reserve my  
17 questions for Mr. Stahlman.

18 JUDGE DIPPELL: Thank you. In that case,  
19 Mr. Lange, your testimony is complete and you may be  
20 excused.

21 THE WITNESS: Thank you.

22 (Witness excused.)

23 JUDGE DIPPELL: So it is almost seven o'clock.  
24 So we're going to wind down. But I want to find out  
25 first if there's going to be any cross-examination of

1 Staff's next witness. Is it Poudel?

2 MR. PRINGLE: Yes. Dr. Krishna Poudel.

3 JUDGE DIPPELL: Does anyone -- Are any of the  
4 parties going to have cross-examination for that  
5 witness?

6 MR. SCHULTE: Grain Belt does not, no.

7 JUDGE DIPPELL: Okay. I don't think the  
8 Commission has any questions for that witness as well.  
9 Would you like to go ahead and offer that testimony?

10 MR. PRINGLE: I would love to.

11 JUDGE DIPPELL: If that's okay.

12 MR. SCHULTE: We may be able to do this for a  
13 couple other Staff witnesses, at least from Grain Belt's  
14 perspective. Obviously the bench has their opportunity  
15 as well and the parties. But from Grain Belt's  
16 perspective, we don't have any prepared cross of Alan  
17 Bax, Jordan Hull or Michael Rush of the remaining Staff  
18 witnesses. Of course, if the Commission has questions,  
19 we would reserve our right to cross-examine on bench  
20 questions.

21 JUDGE DIPPELL: Absolutely. As far as Alan  
22 Bax, do any of the other parties have cross-examination  
23 questions for Alan Bax? For Jordan Hull? And Michael  
24 Rush? Okay. I haven't had an opportunity to check with  
25 all of the Commissioners about Mr. Rush and Mr. Bax.

1 Okay. I'm going to -- Let's go ahead with Poudel and  
2 Hull, because I don't think there's any questions for  
3 those two. There might be some Commission questions for  
4 Bax and Rush. So let's go ahead and dispose of the  
5 testimony for those two Staff witnesses and then call it  
6 a night and then come back with Mr. Bax in the morning  
7 and we may quickly dispense with those two Staff  
8 witnesses.

9 MR. PRINGLE: That works for me. So we're  
10 just going with Mr. Hull and Dr. Poudel. They're the  
11 two we're going to enter in their testimony, correct?

12 JUDGE DIPPELL: Yes. Are there corrections  
13 for any of that testimony?

14 MR. PRINGLE: Not that I'm aware of. Let me  
15 double check. No corrections for either one.

16 JUDGE DIPPELL: If you just want to offer  
17 those.

18 MR. PRINGLE: At this time, I move to enter  
19 Staff Exhibit 103 and Staff Exhibit 105 into the record.

20 JUDGE DIPPELL: Would there be any exhibit to  
21 103, which is the rebuttal testimony of Jordan Hull, or  
22 105, the rebuttal testimony of Krishna Poudel?

23 CHAIRMAN RUPP: Could we have Dr. Poudel stand  
24 up and wave. He's been eagerly waiting all day to  
25 testify and to get to the point and now he's like oh.

1 So just stand up and wave.

2 DR. POUDEL: Thank you so much.

3 JUDGE DIPPELL: Very good. Okay. With that,  
4 I will enter those into the record.

5 (STAFF EXHIBITS 103 AND 105 WERE RECEIVED INTO  
6 EVIDENCE AND MADE A PART OF THIS RECORD.)

7 JUDGE DIPPELL: And we will start tomorrow  
8 again at 8:30. And if we can be as productive as we  
9 were today, we can maybe finish even if we have to stay  
10 a little late tomorrow night.

11 MR. PRINGLE: Just so we're clear, Judge,  
12 we'll be starting tomorrow morning with Mr. Alan Bax?

13 JUDGE DIPPELL: Yes. And are there any other  
14 -- before you take off, everybody stay seated, are there  
15 any other preliminaries from the parties, okay, or  
16 anything?

17 Commissioner would like to have the mike.

18 COMMISSIONER HOLSMAN: Thank you. I just want  
19 to let everybody know that tomorrow I will have to go  
20 back to Kansas City. I've got a two-month long wait  
21 with a cardiologist to see. If I don't make it, it  
22 might be another two months. I would appreciate some  
23 grace in letting me do that. I will be calling in from  
24 the WebEx. So I will be participating and I do have  
25 some questions for tomorrow's witnesses so you will hear

1 me over the loud speaker. I just wanted to let you all  
2 know why I won't be here in person. Thank you.

3 JUDGE DIPPELL: On that note, now you can run  
4 out of here. We can go off the record.

5 (Thereupon, the proceedings concluded for the  
6 day at 6:57 p.m. and will begin tomorrow at 8:30 a.m.)

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24	Grain Belt Express Exhibit C-Easement Calculation Sheet (John Doe)	672
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303	Page 1500, line 4-18 of the transcript in EA-2014-0207	--
304	2-page excerpt, pages 17 and 25, from Report and Order in EA-2014-0207	--
305	Economic Impact Analysis for Sapphire Sky Wind Farm in McClean County, Illinois	--

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(All exhibits were retained by the Public Service Commission.)

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## CERTIFICATE OF REPORTER

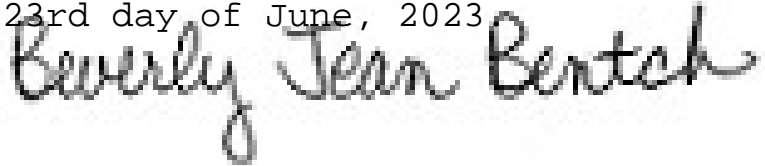
STATE OF MISSOURI )

COUNTY OF COLE )

I, Beverly Jean Bentch, RPR, CCR No. 640, do hereby certify that I was authorized to and did stenographically report the foregoing Public Service Commission evidentiary hearing; and that the transcript, pages 587 through 851, is a true record of my stenographic notes.

I FURTHER CERTIFY that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or counsel connected with the action, nor am I financially interested in the action.

Dated this 23rd day of June, 2023



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Beverly Jean Bentch, RPR, CCR No. 640

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