

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

In the Matter of the Application of Union Electric                    )  
Company, d/b/a Ameren Missouri, for Permission and                 )  
Approval and Certificate of Public Convenience and                 )         File No. EA-2024-0237  
Necessity Authorizing it to Construct a Simple Cycle             )  
Natural Gas Generation Facility.    )

**STATEMENT OF DISCOVERY DISAGREEMENT OR CONCERN**

COMES NOW Union Electric Company, d/b/a Ameren Missouri ("Company" or "Ameren Missouri"), and for its Statement of Discovery Disagreement or Concern ("Statement"), states as follows:

1.       On July 24, 2024, the Commission issued an Order Setting Procedural Schedule and Delegating Authority ("Order"). The Order set a Discovery Conference for September 26, 2024.

2.       The Order also provided in paragraph 5.L. that:

Not less than three business days before each discovery conference, any party that has a discovery disagreement or concern involving another party shall file a brief statement describing that disagreement or concern and identifying any other parties involved. Such statement does not need to be a formal motion to compel. Any party may attend a discovery conference, but only those parties involved in an identified discovery disagreement must attend. If the parties do not identify any discovery disagreements or concerns as described herein, the presiding officer may cancel the conference.

3.       Ameren Missouri files this Statement based upon the following discovery requests which have been objected to by the party to whom the discovery is directed:

a.       On September 17, 2024, Ameren Missouri served its First Set of Data Requests to Renew Missouri containing six data requests, and on September 19, 2024, Renew Missouri objected to Data Request Nos. 1 through 5;

- b. On September 18, 2024, Ameren Missouri served its First Data Requests to Grain Belt Express containing twenty-two data requests, and on September 20, 2024, Grain Belt Express objected to all twenty-two requests.
- c. On September 18, 2024, Ameren Missouri served its Second Set of Data Requests to Renew Missouri containing one data request, and on September 20, 2024, Renew Missouri objected to that single data request.

4. As of the date of this Statement, these objections have not been resolved by the parties.

**Renew Missouri’s Objections to Ameren Missouri’s First and Second Data Requests**

5. Renew Missouri’s objections to Data Request Nos. 1 through 5 submitted by Ameren Missouri in its First Set and to the single data request contained in the Second Set is the same:

Renew Missouri objects to this request on the grounds that it seeks information that is protected by attorney-client privilege and the common interest doctrine or the work product doctrine. Specifically, the information sought in this request encompasses both tangible work product and the “mental impressions, conclusions, opinions, or legal theories of an attorney or other representative of a party concerning the litigation” contemplated by Missouri Rule of Civil Procedure 56.01(b)(5).

6. In addition, Renew Missouri additionally asserts the same confidential objection to Data Request Nos. 1 through 5 of Ameren Missouri’s First Set and to the single data request contained in the Second Set:

\* [REDACTED] \*\*<sup>1</sup>

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<sup>1</sup> Out of an abundance of caution Ameren Missouri is treating the information Renew Missouri claims to be confidential as confidential. However, the Company questions whether existence of a \*\* [REDACTED] \*\* is in fact confidential, and Renew Missouri cites no Commission rule or any other source for that proposition.

7. On September 9, 2024, counsel for Ameren Missouri requested via email to counsel for Renew Missouri that Renew Missouri provide (a) a privilege log for all communications or documents that Renew Missouri considers protected by the attorney-client privilege and work product doctrine so that the applicability of those privileges can be evaluated, and (b) a copy of the \*\* [REDACTED] \*\* on which Renew Missouri relies. On September 23, 2024, counsel for Renew Missouri responded and agreed to produce a privilege log “within a week” but refused to provide a copy of the \*\* [REDACTED] [REDACTED] \*\* on the grounds that such agreement was confidential.

8. Copies of Renew Missouri’s objections to Ameren Missouri’s data requests which are the subject of this Statement are filed contemporaneously with this Statement as **Exhibit 1** and **Exhibit 2**. (Renew Missouri’s objections set out in full Ameren Missouri’s original data requests.)<sup>2</sup>

9. Renew Missouri makes no claim that the discovery in question is not relevant to the issues in this case or that it is not reasonably calculated to lead to the discovery of admissible evidence. Consequently, the information is plainly discoverable, unless and until Renew Missouri meets its burden to establish that it cannot be discovered based upon a claimed privilege.

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<sup>2</sup> Renew Missouri’s objections, which claim confidentiality, fail to comply with 20 CSR 4240-2.135, which requires a proper designation of the category contained in the rule under which confidentiality is claimed. For that reason, this Statement does not designate a category under the rule, since it is not apparent that the objection is confidential at all, and it is unknown which category Renew Missouri claims would apply.

**A. The requested discovery is necessary to understand the grounds and basis for testimony by Renew Missouri’s only witness.**

10. There is substantial reason to believe Invenergy<sup>3</sup> contributed significantly to the rebuttal testimony recently filed in this case by proffered expert witness Emily Piontek on behalf of Renew Missouri.<sup>4</sup> Ameren Missouri (and ultimately the Commission) is entitled to know the basis of the opinions expressed in her testimony, that is, to discover what information she reviewed and relied upon in forming the opinions and providing the testimony filed in this docket. If that testimony is not entirely her own, this goes directly to the weight to be given to it, to her credibility as an expert witness, and to whether she has the proper qualifications and foundation to offer the opinions and testimony she has offered. And even if the testimony is her own in that she had the last say on what ended up on the written page, what she was told or given, and who told it or gave it to her, is central to assessing the underlying basis of her opinions, their weight, and her credibility in relying on them.

11. Keep in mind that Invenergy, and its wholly owned subsidiary Grain Belt, clearly have a financial interest in selling transmission capacity to Ameren Missouri, as well as selling renewables developed by Invenergy (such as the Kansas wind Piontek touts) to Ameren Missouri. If communications with Invenergy and information provided by Invenergy underlie Piontek’s opinions, the Commission is entitled to know and understand that, since clearly Invenergy is not an unbiased source given its financial interest.

12. Despite **\*\*[REDACTED]\*\*** clear financial interest and **\*\*[REDACTED]\*\***  
**[REDACTED]\*\***, Renew Missouri has refused to produce

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<sup>3</sup> As Grain Belt’s Motion to Intervene (EFIS Item No. 22) indicates, Invenergy Transmission LLC owns Grain Belt, and Invenergy Transmission LLC is owned by Invenergy Renewables LLC, with the ultimate parent of all of these Invenergy entities being Invenergy, LLC.

<sup>4</sup> The basis for this statement is more specifically set out at pages 12-15 of this Statement.

any communications or documents exchanged with \*\*[REDACTED]\*\* on the grounds that they “are subject to a \*\*[REDACTED]\*\*

\*\*[REDACTED]\*\* Even worse, Renew Missouri has refused to even identify the persons employed by or associated with \*\*[REDACTED]\*\* with whom Piontek or any other persons employed by or associated with Renew Missouri has communicated regarding the Castle Bluff Project since June 7, 2024.<sup>5</sup> Likewise, Renew Missouri has refused to even identify the persons employed by or associated with \*\*[REDACTED]\*\* who reviewed or assisted in, or had input into the draft of, Piontek’s rebuttal (expert opinion) testimony.<sup>6</sup>

**B. Blanket objections on the basis of attorney-client privilege and the work product doctrines are insufficient.**

13. Renew Missouri has yet provided no details whatsoever to support its privilege objections and has not produced a privilege log, which would identify each specific document and communication that it is withholding on privilege grounds, including the identity of all persons included on those communications and the description of those communications. Thus, Renew Missouri’s objections are improper on their face, as Ameren Missouri has no ability to examine the validity of Renew Missouri’s blanket objection on privilege grounds, as required by Mo. R. Civ. Pro. 57.01(c)(3) (“If a privilege or the work product doctrine is asserted as a reason for withholding information, then without revealing the protected information, the objecting party shall state information that will permit others to assess the applicability of the privilege or work product doctrine”).<sup>7</sup>

<sup>5</sup> Data Request No. 1 to Ameren Missouri’s First Set of Data Requests to Renew Missouri.

<sup>6</sup> Data Request No. 2 to Ameren Missouri’s First Set of Data Requests to Renew Missouri.

<sup>7</sup> The Missouri Rules of Civil Procedure apply to data requests in Commission cases. 20 CSR 4240-2.090(1) (discovery in Commission cases is available under the same conditions as civil actions).

14. Nor is Renew Missouri's blanket objection proper. *See, e.g., Kingsley v. Lawrence County, Missouri*, 2018 WL 11411257, \*2 (W.D. Mo. Mar. 23, 2018) (citing *U.S. v. Martin*, 278 F.3d 988, 1000 (9th Cir. 2002) (“[B]lanket or sweeping assertions of the privilege are, in general, unacceptable.”; “An improperly asserted claim of privilege is no claim of privilege at all.”; “A proper claim of privilege requires a specific designation and description of the document within its scope as well as precise and certain reasons for preserving their confidentiality.”). Further, it is well recognized that a party seeking discovery “is entitled, at least, to a privilege log if requested.” *State ex rel. Ford Motor Co. v. Westbrooke*, 151 S.W.3d 364, 369, n.5 (Mo. banc 2004).

**C. The attorney-client privilege and work product doctrines do not protect the discovery of the identity of persons, especially those who assist in the preparation of documents submitted in litigation.**

15. Moreover, because the attorney-client privilege and work product doctrine only protect communications, there is no basis whatsoever for Renew Missouri to claim that a person's identity (for any purpose) is somehow privileged, as it has attempted to do in response to Data Request Nos. 1 and 2. Indeed, a privilege log itself, which is mandatory, *see Westbrooke*, 151 S.W.3d at 369, n. 5, would contain the identity of any persons involved in any alleged privileged communications.

16. It is also well recognized that the identity of persons who assisted in drafting expert materials may not be withheld on privilege grounds. *See, e.g., Johnson v. City of Rockford*, 2018 WL 1508482, \*5 (N.D. Ill. Mar. 27, 2018) (“[T]he Plaintiffs fail to cite even a single case holding that the identity of the typist is protected from disclosure. Indeed, numerous cases discuss the unfortunate phenomena of counsel typing expert reports. The existence of these cases, and the absence of any cases supporting the Plaintiffs' argument, is telling. It tells that

even in those cases in which counsel authored some or all of an expert’s report, counsel knew, and the courts understood that the identity of the author was not protected.”) (citations omitted).

17. Therefore, at the very least, Renew Missouri’s objections to Data Request Nos. 1 and 2 are improper on their face and must be overruled. Renew Missouri must be ordered to fully respond to these Requests in addition to the others.

**D. The joint common interest doctrine does not offer broad protection to prevent discovery.**

18. Without a proper privilege log, neither Ameren Missouri nor the Commission can assess Renew Missouri’s joint common interest doctrine claim. However, the Commission should be aware of certain legal principles that govern the claim.

19. First, Renew Missouri, as the person seeking to invoke a privilege, “has the burden of establishing the right to invoke its protection” and to “demonstrate[e] how the requested information is protected by the common interest privilege.” *Green Edge Enterprises, LLC v. Rubber Mulch Etc., LLC*, No. 4:02CV566TIA, 2006 WL 2623855, at \*1 (E.D. Mo. Sept. 12, 2006).

20. Second, for the common interest doctrine to apply, the communications must be protected by an underlying privilege, like the attorney-client privilege or as work product. *See, e.g., Spring Lake Pork, LLC v. Great Plains Management, LLC*, 2022 WL 2208947, \*2 (E.D. Mo. June 21, 2022) (because it is an exception to waiver, the common interest doctrine “presupposes the existence of an otherwise valid privilege, and the rule applies not only to communications subject to the attorney-client privilege, but also to communications protected by the work-product doctrine.” (internal citations omitted)).

21. Likewise, communications and documents that would otherwise be work product that identify facts or data relied upon by an expert in forming opinions may not be shielded from

discovery under the work product doctrine. *State ex rel. Seitrich v. Franklin*, 761 S.W.2d 756 (Mo. App. S.D. 1988) (“[T]he limitations placed upon the discovery of work product by Rule 56.01(b)(3) do not apply in situations where the matter sought to be discovered constitutes facts known and opinions held by experts” and holding that defendant was entitled to production of the survey relied on by the expert, despite contention that it was work product.).

22. Consequently, to the extent Renew Missouri is withholding facts and information relied on to provide expert or opinion testimony, which appears to be the case, such facts and information are not privileged and, therefore, are not protected by the common interest doctrine.

23. In this regard, it should be noted that the single data request in the second set propounded on Renew Missouri sought documents, etc. that were “reviewed and relied upon” by Piontek from a consultant for which Renew Missouri filed a Non-Disclosure Agreement in this docket.<sup>8</sup> Renew Missouri cannot shield the basis for Piontek’s opinions by having them developed by a consultant and then having the consultant funnel them to the witness. While the non-testifying consultant’s work may be work product to the extent it remained in the consultant’s hands, if it was provided to and reviewed and relied upon by the expert and thus became a part of the basis of the expert’s opinions, it is discoverable. It is also interesting that (ostensibly) Renew Missouri’s consultant’s work is somehow, as claimed by Renew Missouri, protected by the \*\* [REDACTED] \*\*, perhaps suggesting that \*\* [REDACTED] \*\* is funding the consultant’s work to advance its commercial interest.

24. On that point, a fourth important legal principle is that the common interest doctrine does not apply unless the common interest is a legal interest as opposed to a commercial interest. *See Green Edge Enterprises*, 2006 WL 2623855, at \*1 (Such a common interest “must

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<sup>8</sup> Exhibit 2, filed contemporaneously with this Statement. The non-disclosure agreement for Urlaub Strategies is EFIS Item No. 46.





**E. A “form of the question” objection is invalid.**

26. With respect to Renew Missouri’s objection to Data Request No. 6 in the first set, an objection to the “form of the question” is not a valid objection to producing requested discovery. That objection should be overruled and Renew Missouri should be ordered to provide a full and complete response.

**Grain Belt Express LLC’s Objections to Ameren Missouri’s First Data Requests**

27. Grain Belt’s objections to Ameren Missouri’s data requests fall into three broad categories:

- a. The blanket objection to Data Requests Nos. 1-22 that the information sought is “not relevant nor reasonably calculated to lead to the discovery of admissible evidence in this proceeding” and “serve no probative value” to this proceeding;
- b. The additional objection to Data Requests Nos. 16, 17, 21, and 22 claiming that each data request “seeks information regarding commercially sensitive and competitive negotiations, which if disclosed, would result in substantial harm to Grain Belt Express, potential commercial partners, and the public interest, which benefits from confidential, arms-length negotiations;” and
- c. The additional objection to Data Requests 14, 15, 16, 17, and 18 that each “seeks information regarding **\*\*[REDACTED]\*\***, which is a distinct legal entity that is not a party to this proceeding.”

28. A copy of Grain Belt’s objections to Ameren Missouri’s data requests which are the subject of this Statement is filed contemporaneously with this Statement as **Exhibit 3**. (Grain Belt’s objections set out in full Ameren Missouri’s original data requests.)

**P**

**A. The information sought is relevant and has sufficient probative value.**

29. As earlier noted, under the Missouri Public Service Commission’s procedural rules, discovery “may be obtained by the same means and under the same conditions as in civil actions in the circuit court.” 20 C.S.R. 4240-2.090(1). Missouri Supreme Court Rule 56.01(b)(1), provides that parties may obtain discovery regarding any matter, not privileged, that is relevant to a pending action or reasonably calculated to lead to the discovery of admissible evidence.

30. With regard to the relevance of requested discovery,

Missouri's courts have indicated that there are two aspects to relevance: logical relevance and legal relevance. Logical relevance simply means that the questioned evidence tends to make the existence of a material fact more or less probable. In determining legal relevance, the court, or administrative agency, must weigh “the probative value of the evidence against the dangers to the opposing party of unfair prejudice, confusion of the issues, undue delay, waste of time, cumulativeness, or violations of confidentiality. Evidence is legally relevant if its probative value outweighs its prejudicial effect.”

*In the Matter of the Application of Grain Belt Express LLC*, Case No. EA-2023-0017, 2023 WL 2632279 at \*1 (Mo. P.S.C. March 16, 2023) (citations omitted).

31. The information sought by Ameren Missouri in the data requests posed to Grain Belt seek information that is both logically relevant and legally relevant to the issues in this matter.

32. Presumably recognizing this in part, Grain Belt affirmatively states along with its relevance objections to Data Requests Nos. 1-13, 19 and 20 that “[n]otwithstanding its objection, Grain Belt Express plans to provide a substantive response to this request.” While providing complete responses would result in a waiver of these objections, Grain Belt has not yet responded to these data requests. Consequently, Ameren Missouri will address Grain Belt’s assertion that all twenty-two of its requests seek irrelevant information.

33. As described earlier, Renew Missouri witness Piontek filed her corrected rebuttal testimony in this matter on September 17, 2024, in which she made the purported benefits of the Grain Belt Project the primary centerpiece of her criticisms of the Castle Bluff Project. Specifically, she offered, among others, the following opinions that place facts relating to the Grain Belt Project squarely at issue in this case<sup>9</sup>:

a. “To the extent that a certificate of convenience and necessity is issued in this proceeding, the Missouri Public Service Commission (“the Commission”) should direct Ameren to enter into contracts with resources like the **Grain Belt Express Project**<sup>10</sup> . . . .” (2:3-5)

b. “Given that the Project’s vulnerability to existing and future environmental regulations constitutes a significant risk to Ameren’s ratepayers, **we again recommend Ameren consider non-carbon emitting resources such as Grain Belt Express** . . . .” (3:13-16)

c. “As I discuss further in my testimony below, **there are other supply side resources** that can provide similar capacity benefits to Ameren’s customers which are not subject to the same [environmental] operating limits.” (10:23-11:3)

d. “Ameren did not consider the benefits of **interregional transmission or tapping into adjacent markets** that may not be experiencing the same grid conditions at the same time. As Grain Belt Express noted in its Comments to Ameren Missouri’s IRP, Ameren did not even note the opportunity for a direct tie to MISO via the **Grain Belt Express Project** in its long-term planning process.” (11:6-10)

e. “While the DLOL proposal may impact renewable resources internal to MISO, the DLOL methodology does not apply to **External Resources in Kansas**, for example, which have operating characteristics entirely different from those included in the MISO wind and solar resources classes.” (15:9-12)

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<sup>9</sup> The opinions are presented in the order in which they appear in Piontek’s rebuttal testimony.

<sup>10</sup> Bold reflects emphasis added to quotations from Piontek’s rebuttal testimony.

f. “When compared to an investment in storage, which has a higher capacity accreditation, or **compared to an investment in geographically diverse renewable resources delivered via the Grain Belt Express Project which can provide resources with high-capacity valuations as well as energy (without operating restrictions) . . .**” (16:8-11)

g. “The prior discussion highlights again that the **Grain Belt Express Project** should have been modeled by Ameren. As a result, the **Commission should require Ameren to model the Grain Belt Express Project . . .**” (16:14-16)

h. “As **Grain Belt Express** noted in witness testimony in Docket No. EA-2023-0017 and in its comments in Ameren’s 2023 IRP, its project will facilitate nearly 67 million tons of emissions reductions within the State of Missouri, by reducing emissions of CO<sub>2</sub>, SO<sub>2</sub>, and NO<sub>x</sub> in Missouri by 9.3%, 19.2%, and 17.2%, respectively over the 2027-66 period.” (22:11-14)

i. “Acquisition of geographically diverse renewable generation, **paired with dedicated transmission like the Grain Belt Express Project** and/or storage would prevent Ameren’s ratepayers from exposure to new and on-going environmental compliance risk.” (23:7-9)

j. “Ameren could have complemented local renewable energy resources with **diverse wind and solar resources from Kansas, delivered via the Grain Belt Express Project. The Grain Belt Express Project, through its direct connection to Ameren’s system, effectively expands the geographic footprint of MISO Zone 5 to include western Kansas and the significant renewable energy development potential in that region. Access to that resource-rich area materially increases generation and capacity capabilities in MISO and in Ameren Missouri’s service territory. Beyond providing direct access to a greater volume of renewable resources, the resources that are made accessible by the Grain Belt Express Project are a good fit for local capacity needs in the Ameren service territory.**” (23:19-24:6)

k. “Those early morning hours are typically the strongest **for Kansas wind resources**, providing on average a 52% capacity factor. The resources can provide year-round capacity value as well. When summer peak 11 (4:00 to 6:00 p.m.) capacity is required, the wind/solar portfolio provided through **Grain Belt Express offers on average a 67% capacity factor during those hours.**” (24:8-12)

l. “Linking Ameren, Missouri and the MISO grids to **Kansas wind and solar to the west and the PJM market to the east [via the Grain Belt Project]** will allow Ameren to cast a net for electricity that is larger than a storm and where solar, wind, or other generation resources may be operating at a higher level of output than in the region, including the Project’s location.” (24:17-20)

m. “Based on recent weather events throughout the country, there is no doubt that **interregional transmission [via the Grain Belt Project]** could be invaluable in keeping the lights on and in saving lives. Further, by adding uncorrelated generating facilities to its portfolio, Ameren may actually need fewer large back-up, peaking facilities like the Project.” (24:20-25:4)

n. “**Grain Belt Express**, in contrast, provided a detailed economic impact analysis to justify its recent CCN amendment which outlines expected construction and permanent jobs, worker earnings, economic output and tax or equivalent government revenue and landowner payments that can be expected from the project, for a total opportunity of nearly 6,000 jobs and economic impact of nearly \$2 billion.” (27:5-9)

o. “Renew Missouri urges the Commission to direct Ameren to consider alternative resources that can provide comparable attributes, **be that through entering into a contract with the Grain Belt Express . . . .**” (32:4-6)

p. “The Company should be ordered to do this by modeling the benefits of geographically dispersed, diverse renewable resources and comparing those to the attributes of

the proposed Project, as well as the specific economic impact of the Project versus the **Grain Belt Express Project . . .**” (32:7-10)

q. “At a minimum, **the Commission should order Ameren to reduce the size of the Project by half and instead meet the capacity requirement through renewable energy resources, at least a portion of which should be geographically diverse clean energy procured utilizing transmission service over the Grain Belt Express Project . . .**” (32:17-21)

r. “On-site storage could accommodate the **high capacity factor Kansas wind brought into the Company’s footprint via the Grain Belt Express Project . . .**” (32:21-23)

34. In attacking Ameren Missouri’s need for the Castle Bluff Project, Renew Missouri has placed front and center in this CCN application matter issues related the ability (or lack thereof) of the Grain Belt Project to provide capacity when Ameren Missouri needs it and to supply a reliable energy supply during severe weather by delivery of energy to Missouri from not only Kansas wind and solar resources but also from energy markets via the claimed bi-directional flow of power from the Southwest Power Pool (“SPP”) and the PJM Interconnection (“PJM”) markets. Ameren Missouri’s data requests all seek discovery directed to testing Piontek’s opinions respecting the ability of the alternative Kansas resources she points at to provide capacity and energy needed by Ameren Missouri via the Grain Belt Project in lieu of, as she opines should occur, the Castle Bluff Project.

35. Based upon this understanding, Ameren Missouri responds to Grain Belt’s blanket objection to Data Requests 1-22 that the information sought is “not relevant nor reasonably calculated to lead to the discovery of admissible evidence in this proceeding” and “serve no probative value” to this proceeding” as follows:

a. Data Request No. 1 seeks information regarding whether the proposed connection between the Grain Belt line and the SPP grid will allow injection of power

into and withdraw power from the SPP grid. This request is both logically and legally relevant. Information regarding the ability Grain Belt to inject power into and withdraw power from SPP is directly relevant to Piontek's assertion that the Grain Belt Project is superior to the Castle Bluff Project because the Grain Belt Project provides Ameren Missouri the ability to rely on power from the SPP market. The data request is narrowly tailored and, therefore, has sufficient probative value.

b. Data Request No. 2 seeks information regarding whether any interconnection agreements between Grain Belt and SPP exist or are anticipated. This request is both logically and legally relevant. Information regarding the ability Grain Belt to inject power into and withdraw power from SPP is directly relevant to Piontek's assertion that the Grain Belt Project is superior to the Castle Bluff Project because the Grain Belt Project provides Ameren Missouri the ability to rely on power from the SPP market. The data request is narrowly tailored and, therefore, has sufficient probative value.

c. Data Request No. 3 seeks information regarding whether the Grain Belt Project to the SPP grid involves a monopole or bipole design. This request is both logically and legally relevant. Information regarding the ability Grain Belt to inject power into and withdraw power from SPP is directly relevant to Piontek's assertion that the Grain Belt Project is superior to the Castle Bluff Project because the Grain Belt Project provides Ameren Missouri the ability to rely on power from the SPP market in that the pole design directly impacts the ability of the line to serve bi-directionally. The data request is narrowly tailored and, therefore, has sufficient probative value.



d. Data Request No. 4 seeks information regarding the network upgrades to the SPP grid that will allow Grain Belt's interconnection to the SPP grid. This request is both logically and legally relevant. Information regarding these network upgrades required by the Grain Belt Project is directly relevant to Piontek's assertion that the Grain Belt Project is superior to the Castle Bluff Project in terms of the ability of Grain Belt to access SPP power and the cost of providing that power as the need and cost of network upgrades will impact when the Grain Belt Project may (if it ever does) go into service and what the cost of the alternative capacity and energy Renew Missouri advocates for will be. The data request is narrowly tailored and, therefore, has sufficient probative value.

e. Data Request No. 5 seeks information regarding whether the proposed connection between the Grain Belt line and the PJM grid will allow injection of power into and withdraw power from the PJM grid. This request is both logically and legally relevant. Information regarding the ability Grain Belt to inject power into and withdraw power from PJM is directly relevant to Piontek's assertion that the Grain Belt Project is superior to the Castle Bluff Project because the Grain Belt Project provides Ameren Missouri the ability to rely on power from the PJM market. The data request is narrowly tailored and, therefore, has sufficient probative value.

f. Data Request No. 6 seeks information regarding whether any interconnection agreements between Grain Belt and PJM exist or are anticipated. This request is both logically and legally relevant. Information regarding the ability Grain Belt to inject power into and withdraw power from PJM is directly relevant to Piontek's assertion that the Grain Belt Project is superior to the Castle Bluff Project because the Grain Belt Project provides Ameren Missouri the ability to rely on power from the PJM

market. The data request is narrowly tailored and, therefore, has sufficient probative value.

g. Data Request No. 7 seeks information regarding whether the Grain Belt Project to the PJM grid involves a monopole or bipole design. This request is both logically and legally relevant. Information regarding the ability Grain Belt to inject power into and withdraw power from PJM is directly relevant to Piontek's assertion that the Grain Belt Project is superior to the Castle Bluff Project because the Grain Belt Project provides Ameren Missouri the ability to rely on power from the PJM market in that the pole design directly impacts the ability of the line to serve bi-directionally. The data request is narrowly tailored and, therefore, has sufficient probative value.

h. Data Request No. 8 seeks information regarding the network upgrades to the PJM grid that will allow Grain Belt's interconnection to the PJM grid. This request is both logically and legally relevant. Information regarding these network upgrades required by the Grain Belt Project is directly relevant to Piontek's assertion that the Grain Belt Project is superior to the Castle Bluff Project in terms of the ability of Grain Belt to access PJM power and the cost of providing that power as the need and cost of network upgrades will impact when the Grain Belt Project may (if it ever does) go into service and what the cost of the alternative capacity and energy Renew Missouri advocates for will be. The data request is narrowly tailored and, therefore, has sufficient probative value.

i. Data Request No. 9 seeks information regarding the status of Invenergy's application for approval with the Illinois Commerce Commission for Phase 2 of the line following the recent court decision overturning the approval because Invenergy failed to

show it was able to finance and construct the Phase 2 project. This request is both logically and legally relevant. Information regarding the ability of Invenenergy to construct the Phase 2 line is directly relevant because Piontek asserts that the Grain Belt Project is superior to the Castle Bluff Project because the Grain Belt Project provides Ameren Missouri the ability to rely on power from the PJM market. The data request is narrowly tailored and, therefore, has sufficient probative value.

j. Data Request No. 10 seeks information regarding any documents demonstrating approval for the bidirectional flow energy for the Grain Belt Project. This request is both logically and legally relevant. Information regarding the authority of Grain Belt to inject power into and withdraw power from the SPP and the PJM markets is directly relevant to Piontek's assertion that the Grain Belt Project is superior to the Castle Bluff Project because the Grain Belt Project provides Ameren Missouri the ability to rely on power from both the SPP and the PJM market. The data request is narrowly tailored and, therefore, has sufficient probative value.

k. Data Request No. 11 seeks information regarding the cost of network upgrades required for interconnection of the Grain Belt Project with the MISO grid and the AECI system in Missouri, as well as identification of what entity will bear those costs. This request is both logically and legally relevant. Information regarding these network upgrades required by the Grain Belt Project is directly relevant to Piontek's assertion that the Grain Belt Project is superior to the Castle Bluff Project in terms of the ability of Grain Belt to access power from other markets and the cost of providing that power to Missouri customers as the need and cost of network upgrades will impact when the Grain Belt Project may (if it ever does) go into service and what the cost of the

alternative capacity and energy Renew Missouri advocates for will be. The data request is narrowly tailored and, therefore, has sufficient probative value.

l. Data Request No. 12 seeks information regarding any completed construction of the Grain Belt Project's transmission line in Kansas. This request is both logically and legally relevant. Information regarding the status of Grain Belt's construction in Kansas is directly relevant to Piontek's assertion that the Grain Belt Project is superior to the Castle Bluff Project in terms of the ability of Grain Belt to provide power from wind and solar sources in Kansas, as well as to access power from the SPP market. The data request is narrowly tailored and, therefore, has sufficient probative value.

m. Data Request No. 13 seeks information regarding any yet-to-be completed construction of the Grain Belt Project's transmission line in Kansas. This request is both logically and legally relevant. Information regarding the status of Grain Belt's construction in Kansas is directly relevant to Piontek's assertion that the Grain Belt Project is superior to the Castle Bluff Project in terms of the ability of Grain Belt to provide power from wind and solar sources in Kansas, as well as to access power from the SPP market. The data request is narrowly tailored and, therefore, has sufficient probative value.

n. Data Request No. 14 seeks information regarding the \*\* [REDACTED]  
[REDACTED]  
[REDACTED] \*\* and requests information related to the status of permitting for the proposed project. This request is both logically and legally relevant. Information regarding the status of the permitting required for

construction of the project is directly relevant to Piontek's assertion that the Grain Belt Project is superior to the Castle Bluff Project in terms of the ability of Grain Belt to provide power from wind and solar sources in Kansas. The data request is narrowly tailored and, therefore, has sufficient probative value.

o. Data Request No. 15 seeks information regarding the \*\* [REDACTED]

[REDACTED]

[REDACTED] \*\* and requests information related to the status of construction of the proposed project. This request is both logically and legally relevant. Information regarding the status of construction of the project is directly relevant to Piontek's assertion that the Grain Belt Project is superior to the Castle Bluff Project in terms of the ability of Grain Belt to provide power from wind and solar sources in Kansas. The data request is narrowly tailored and, therefore, has sufficient probative value.

p. Data Request No. 16 seeks information regarding the \*\* [REDACTED]

[REDACTED]

[REDACTED] \*\* and requests information related to the status of bidding and plans for construction of the proposed project. This request is both logically and legally relevant. Information regarding the status of construction of the project is directly relevant to Piontek's assertion that the Grain Belt Project is superior to the Castle Bluff Project in terms of the ability of Grain Belt to provide power from wind and solar sources in Kansas. The data request is narrowly tailored and, therefore, has sufficient probative value.

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q. Data Request No. 17 seeks information regarding the \*\* [REDACTED]  
[REDACTED]  
[REDACTED] \*\* and requests information related to the status of contracts for construction or major equipment necessary for construction of the proposed project. This request is both logically and legally relevant. Information regarding the status of construction of the project is directly relevant to Piontek's assertion that the Grain Belt Project is superior to the Castle Bluff Project in terms of the ability of Grain Belt to provide power from wind and solar sources in Kansas. The data request is narrowly tailored and, therefore, has sufficient probative value.

r. Data Request No. 18 seeks information regarding the \*\* [REDACTED]  
[REDACTED]  
[REDACTED] \*\* and requests information related to the anticipated annual operating profiles on an hourly basis. This request is both logically and legally relevant. Information regarding the anticipated capacity and reliability of the project is directly relevant to Piontek's assertion that the Grain Belt Project is superior to the Castle Bluff Project in terms of the ability of Grain Belt to provide "high capacity factor Kansas wind" and which "materially" increase "generation and capacity capabilities" power from renewable sources in Kansas. The data request is narrowly tailored and, therefore, has sufficient probative value.

s. Data Request No. 19 seeks information regarding any completed construction of the Grain Belt Project's transmission line in Missouri. This request is both logically and legally relevant. Information regarding the status of Grain Belt's

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construction in Missouri is directly relevant to Piontek's assertion that the Grain Belt Project is superior to the Castle Bluff Project in terms of the ability of Grain Belt to deliver power from wind and solar sources in Kansas in Missouri and from the SPP and PJM markets. The data request is narrowly tailored and, therefore, has sufficient probative value.

t. Data Request No. 20 seeks information regarding any yet-to-be completed construction of the Grain Belt Project's transmission line in Missouri. This request is both logically and legally relevant. Information regarding the status of Grain Belt's construction in Missouri is directly relevant to Piontek's assertion that the Grain Belt Project is superior to the Castle Bluff Project in terms of the ability of Grain Belt to deliver power from wind and solar sources in Kansas in Missouri and from the SPP and PJM markets. The data request is narrowly tailored and, therefore, has sufficient probative value.

u. Data Request No. 21 seeks information regarding the identity of any fully executed and binding contracts with potential customers for transmission capacity of the Grain Belt Project. This request is both logically and legally relevant. Information regarding the anticipated available capacity of the Grain Belt Project and is directly relevant to Piontek's assertion that the Grain Belt Project is superior to the Castle Bluff Project in terms of the ability of Grain Belt to deliver power from wind and solar sources in Kansas in Missouri and from the SPP and PJM markets. The data request is narrowly tailored and, therefore, has sufficient probative value.

v. Data Request No. 22 seeks information regarding financing commitments in place for financing both Phase I and Phase II of the Grain Belt Project transmission

line. This request is both logically and legally relevant. Information regarding the ability of Grain Belt to finance construction of the Project—especially in light of the Illinois court decision calling that ability into question—is directly relevant to Piontek’s assertion that the Grain Belt Project is superior to the Castle Bluff Project in terms of the ability of Grain Belt to construct the Project to deliver power from wind and solar sources in Kansas in Missouri and from the SPP and PJM markets. The data request is narrowly tailored and, therefore, has sufficient probative value.

37. Therefore, the blanket relevance objections lodged by Grain Belt to all twenty-two of Ameren Missouri’s data requests should be overruled, and Grain Belt should be compelled to provide information responsive to those requests.

**B. While information sought may be commercially sensitive information relating to competitive negotiations, the information is discoverable, and its confidential nature can be preserved.**

38. The Commission has in place a mechanism by which a party may seek protection of Highly Confidential information by filing a motion for a protective order with the Commission. 20 CSR 4240-2.135(3)(A). Moreover, a party may seek greater protection than that provided by confidential designation from the Commission. 20 CSR 4240-2.135(4). These motions are routinely granted by the Commission; in fact, Ameren Missouri received an order from the Commission in this case approving such a request. *See* Order Establishing Protective Order (EFIS Item No. 29) (July 12, 2024).

39. Instead of moving for a protective order or an order granting enhanced protection as allowed by Commission rules, Grain Belt seeks to avoid providing information relevant to the issues in this case<sup>11</sup> by relying on its objection to Data Requests 16, 17, 21, and 22 on the ground

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<sup>11</sup> The relevance of the information sought has been established in the preceding pages of this Statement.



that the information sought regards “commercially sensitive and competitive negotiations, which if disclosed, would result in substantial harm to Grain Belt Express, potential contracting partners, and the public interest, which benefits from confidential, arms-length negotiations.”

40. Grain Belt’s failure to seek a protective order to protect information relating to negotiations with customers and other confidential information it might deem commercially sensitive is not without precedent. In fact, Grain Belt sought and was granted such an order just last year when it sought to amend its Certificate of Convenience and Necessity for the Grain Belt Project before this Commission. Specifically, Grain Belt filed a Motion to Amend Protective Order on March 23, 2023, asking the Commission to add a third tier of confidentiality to its confidentiality protection—“Highly Confidential-Competitive”—to protect documents containing memoranda of understanding and negotiations between it and customers that intend to be served by the Grain Belt Express transmission line.

41. Ameren Missouri is amenable to a similar order being entered in this action, thereby providing Grain Belt with the protection it needs regarding the information Ameren Missouri seeks.

**C. Information sought regarding a “distinct legal entity” that is owned by Invenergy is discoverable.**

42. As previously demonstrated, Renew Missouri witness Piontek relies on the purported benefits of Grain Belt’s ability to introduce energy from renewable resources in Kansas into Missouri as a reason for the Commission to deny Ameren Missouri’s request for a CCN for the Castle Bluff Project.

43. To make her argument, Piontek points to testimony filed by Grain Belt in its recent CCN application, Docket No. EA-2023-0017 and to responses to Grain Belt’s data requests and comments submitted by Grain Belt in Ameren Missouri’s recent Integrated

Resource Plan (“IRP”) review, Docket No. EO-2024-0020, to argue the benefit of Kansas wind energy as a better alternative to energy produced by the Castle Bluff Project. Specifically,

Piontek testified to the following:

**The Grain Belt Express Project**, through its direct connection to Ameren’s system, effectively expands the geographic footprint of MISO Zone 5 **to include western Kansas and the significant renewable energy development potential in that region.**

*Rebuttal Testimony of Emily Piontek* at 23:20-24:2, Item No. 56, Docket No. EA-2024-0237, *citing Surrebuttal Testimony of Shashank Sane* at 6–7, Docket No. EA-2023-0017 (May 15, 2023), and *GBE Comments to Ameren IRP* at 6, Docket No. EA-2024-0020.

44. Even more to the point, Piontek relies on these same sources from Grain Belt to assert the following:

This [*the winter peak capacity need*] typically occurs from 7:00 to 8:00 a.m. during the winter. Those early morning hours are typically the strongest for Kansas wind resources, providing on average a 52% capacity factor. The resources can provide year-round capacity value as well. When summer peak (4:00 to 6:00 p.m.) capacity is required, **the wind/solar portfolio provided through Grain Belt Express** offers on average a 67% capacity factor during those hours.

*Rebuttal Testimony of Emily Piontek* at 24:7-12, Item No. 56, Docket No. EA-2024-0237, *citing Surrebuttal Testimony of Shashank Sane* at 7, Docket No. EA-2023-0017 (May 15, 2023), and *GBE Comments to Ameren IRP* at 7, Docket No. EA-2024-0020.

45. At the time he gave his testimony, Grain Belt witness Shashank Sane was the Executive Vice President of Transmission for Invenergy LLC. *Surrebuttal Testimony of Shashank Sane* at 3, Docket No. EA-2023-0017, Item No. 216. While Grain Belt witness Sane makes the statements attributed to him by Piontek in his surrebuttal testimony, his testimony does not provide the factual basis for that testimony. *See Sane Surrebuttal* at 6-7.

46. Consequently, the paradoxical situation simply is this: Grain Belt can refuse in this action to provide the data regarding the **\*\* [REDACTED] \*\*** that presumably forms

at least some of the basis of Piontek’s statement and Sane’s surrebuttal testimony because the information sought is from a “distinct legal entity” (owned by Invenergy) but can rely on that same information in testimony from a “distinct legal entity” (Invenergy) in its own CCN application case to tout the benefits of the Grain Belt Project. Relevant to the arguments being made in this case, the entities are effectively one in the same, and Grain Belt should be compelled to provide the requested information. As earlier noted, Grain Belt itself, in its intervention motion, made clear that it is controlled by Invenergy.

47. Consequently, Grain Belt should be compelled to produce information and documents within its possession, custody or control that are responsive to Ameren Missouri’s data requests. *See Hancock v. Shook*, 100 S.W.3d 786, 797 (Mo. banc 2003) (holding that such a request does not require a party to have legal ownership or actual physical possession of the information or documents; rather “documents are considered to be under a party’s control when that party has the right, authority, or practical ability to obtain the documents from a non-party to the action.”).

48. In sum, Grain Belt should be compelled to provide the information requested by Ameren Missouri in Data Requests Nos. 14 through 18 regarding the \*\* [REDACTED]

[REDACTED] \*\*.

WHEREFORE, Ameren Missouri respectfully submits this Statement of Discovery Disagreement or Concern and requests that the Commission address these issues at the Discovery Conference scheduled for 2 p.m., Thursday, September 26, 2024, and compel both Renew Missouri and Grain Belt to respond to Ameren Missouri’s data requests.

**P**

Respectfully submitted,

/s/ James B. Lowery

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**ATTORNEYS FOR UNION ELECTRIC  
COMPANY d/b/a AMEREN MISSOURI**

**CERTIFICATE OF SERVICE**

The undersigned certifies that true and correct copies of the foregoing Statement and associated exhibits were served on counsel for all parties of record via electronic mail (e-mail) on this 23rd day of September, 2024.

/s/ James Lowery

James Lowery

**EA-2024-0237**

**Exhibit 1  
is Confidential  
in its Entirety**

**EA-2024-0237**

**Exhibit 2  
is Confidential  
in its Entirety**



3. Does the connection of the Grain Belt Project to the SPP grid as proposed involve a monopole or bipole line design?

**Objection:** Grain Belt Express objects to this request as not relevant nor reasonably calculated to lead to the discovery of admissible evidence in this proceeding. Details regarding the design and engineering of the Grain Belt Express Project serve no probative value in the context of Ameren Missouri’s request for a CCN for the Castle Bluff Project. Notwithstanding its objection, Grain Belt Express plans to provide a substantive response to this request.

4. Describe what network upgrades to the SPP grid will be required for the Grain Belt Project’s interconnection to the SPP grid. Please provide documentation detailing the nature, scope, and cost of such upgrades. In addition, please identify who will be responsible for any upgrade costs.

**Objection:** Grain Belt Express objects to this request as not relevant nor reasonably calculated to lead to the discovery of admissible evidence in this proceeding. Details regarding network upgrades for the proposed connection to the SPP grid serve no probative value in the context of Ameren Missouri’s request for a CCN for the Castle Bluff Project. Notwithstanding its objection, Grain Belt Express plans to provide a substantive response to this request.

5. Regarding the proposed connection between the Grain Belt Project and the transmission system under the functional control of the PJM Interconnection (“PJM”) (i.e., the “PJM grid”), please identify:
  - a. Whether the connection as proposed will allow injection of power into the PJM grid; and
  - b. Whether the connection as proposed will allow withdrawals of power from the PJM grid.

**Objection:** Grain Belt Express objects to this request and each of its subparts as not relevant nor reasonably calculated to lead to the discovery of admissible evidence in this proceeding. Details regarding the proposed connection to the PJM grid serve no probative value in the context of Ameren Missouri’s request for a CCN for the Castle Bluff Project. Notwithstanding its objection, Grain Belt Express plans to provide a substantive response to this request.

6. What agreements exist with PJM regarding the proposed interconnection of the Grain Belt Project to the PJM grid? Please provide copies of all such agreements. If no such



agreements exist, when does Grain Belt Express anticipate entering into agreements with PJM for the interconnection? Please explain in detail the basis for the anticipated date.

**Objection:** Grain Belt Express objects to this request as not relevant nor reasonably calculated to lead to the discovery of admissible evidence in this proceeding. The status of Grain Belt Express agreements with PJM for the proposed connection to the PJM grid serve no probative value in the context of Ameren Missouri's request for a CCN for the Castle Bluff Project. Notwithstanding its objection, Grain Belt Express plans to provide a substantive response to this request.

7. Does the connection of the Grain Belt Project to the PJM grid as proposed involve a monopole or bipole line design?

**Objection:** Grain Belt Express objects to this request as not relevant nor reasonably calculated to lead to the discovery of admissible evidence in this proceeding. Details regarding the design and engineering of the Grain Belt Express Project serve no probative value in the context of Ameren Missouri's request for a CCN for the Castle Bluff Project. Notwithstanding its objection, Grain Belt Express plans to provide a substantive response to this request.

8. Describe what network upgrades to the PJM grid will be required for the Grain Belt Project's interconnection to the SPP grid. Please provide documentation detailing the nature, scope, and cost of such upgrades. In addition, please identify who will be responsible for any upgrade costs.

**Objection:** Grain Belt Express objects to this request as not relevant nor reasonably calculated to lead to the discovery of admissible evidence in this proceeding. Details regarding network upgrades for the proposed connection to the PJM grid serve no probative value in the context of Ameren Missouri's request for a CCN for the Castle Bluff Project. Notwithstanding its objection, Grain Belt Express plans to provide a substantive response to this request.

9. Describe the current status of Invenergy's application for approval with the Illinois Commerce Commission for "Phase 2" given the recent decision by Appellate Court of Illinois, Fifth District in Case No. 5-23-0271, holding that there was no showing that Invenergy "was financially able to finance and construct the project."

**Objection:** Grain Belt Express objects to this request as not relevant nor reasonably calculated to lead to the discovery of admissible evidence in this proceeding. The status of Grain Belt Express' application for approval in Illinois is the subject of ongoing appellate litigation and information regarding the same serves no probative value in the context of

Ameren Missouri's request for a CCN for the Castle Bluff Project. Notwithstanding its objection, Grain Belt Express plans to provide a substantive response to this request.

10. Has Invenergy filed documents seeking approval of bidirectional flow of energy for the Grain Belt Project? If so,
- a. Identify the date, forum, and docket or case number of such filing;
  - b. Provide a copy of the documents seeking such approval;
  - c. Identify the current status of such filing;
  - d. If approved, provide a copy of the order authorizing such approval.

If no such application has been filed, identify the anticipated date and forum for any such filing Grain Belt Express plans to submit for such approval.

**Objection:** Grain Belt Express objects to this request as not relevant nor reasonably calculated to lead to the discovery of admissible evidence in this proceeding. The status of Grain Belt approval of bidirectional flow serves no probative value in the context of Ameren Missouri's request for a CCN for the Castle Bluff Project. Notwithstanding its objection, Grain Belt Express plans to provide a substantive response to this request.

11. With regard to the injection of energy from the Grain Belt Project into Missouri (either to the transmission system under MISO's functional control (i.e., the "MISO grid"), or to AECI's system), identify the anticipated cost of network upgrades necessary for an interconnection with the Grain Belt Project and any injection points located in Missouri. Please state the costs separately for the MISO grid and the AECI system. For all such upgrades, identify who will bear the cost of such network upgrades (if the answer is different for MISO grid upgrades versus AECI system upgrades, so state, and explain why).

**Objection:** Grain Belt Express objects to this request as not relevant nor reasonably calculated to lead to the discovery of admissible evidence in this proceeding. The cost of network upgrades necessary for Missouri interconnection points serve no probative value in the context of Ameren Missouri's request for a CCN for the Castle Bluff Project. Notwithstanding its objection, Grain Belt Express plans to provide a substantive response to this request.

12. For the Grain Belt Project transmission line located in Kansas, please identify how many miles of construction have been completed to date and identify the location of the completed line segments.

**Objection:** Grain Belt Express objects to this request as not relevant nor reasonably calculated to lead to the discovery of admissible evidence in this proceeding. The construction status of the portion of the Grain Belt Express transmission line in Kansas has

no probative value in the context of Ameren Missouri's request for a CCN for the Castle Bluff Project. Notwithstanding its objection, Grain Belt Express plans to provide a substantive response to this request.

13. For the Grain Belt Project transmission line located in Kansas, please identify how many miles of that line currently remain under construction, the location of the line segment(s) where construction is ongoing, and the anticipated date of completion of that construction.

**Objection:** Grain Belt Express objects to this request as not relevant nor reasonably calculated to lead to the discovery of admissible evidence in this proceeding. The construction status of the portion of the Grain Belt Express transmission line in Kansas has no probative value in the context of Ameren Missouri's request for a CCN for the Castle Bluff Project. Notwithstanding its objection, Grain Belt Express plans to provide a substantive response to this request.

14. Regarding the Thresher wind facility to be constructed in western Kansas and planned for interconnection to the Grain Belt Project, please identify:

- a. the permits that will be required to construct the facility, stating whether each such permit has been obtained and the date each such permit was obtained. For any permit that has not been obtained, please state whether the permit has been applied for, the status of the application, and the date it is anticipated that the permit will be issued.
- b. The permits that will be required to operate the project, stating whether each such permit has been obtained and the date each such permit was obtained. For any permit that has not been obtained, please state whether the permit has been applied for, the status of the application, and the date it is anticipated that the permit will be issued.

For purposes of this data request, "permit" means any permission or authority needed from any governmental body or agency, whether denominated as a permit or denominated by some other label.

**Objection:** Grain Belt Express objects to this request and each of its subparts as not relevant nor reasonably calculated to lead to the discovery of admissible evidence in this proceeding. Grain Belt Express further objects to this request in that it seeks information regarding Thresher Wind, which is a distinct legal entity that is not a party to this proceeding. Details regarding permits for the Thresher wind facility in western Kansas serve no probative value in the context of Ameren Missouri's request for a CCN for the Castle Bluff Project.

15. Regarding the Thresher wind facility to be constructed in western Kansas and planned for interconnection to the Grain Belt Project: a. Is the facility complete and commissioned? If not, has construction of the facility begun? If so, when did it begin? If not, when is it expected to begin? Please provide documentation showing the latest available project schedule, including project and construction milestones starting with onsite mobilization by the principal construction contractor through completion and commissioning.

**Objection:** Grain Belt Express objects to this request and each of its subparts as not relevant nor reasonably calculated to lead to the discovery of admissible evidence in this proceeding. Grain Belt Express further objects to this request in that it seeks information regarding Thresher Wind, which is a distinct legal entity that is not a party to this proceeding. Details regarding construction of the Thresher wind facility in western Kansas serve no probative value in the context of Ameren Missouri's request for a CCN for the Castle Bluff Project.

16. Regarding the Thresher wind facility to be constructed in western Kansas and planned for interconnection to the Grain Belt Project, and assuming such facility has not been constructed, has its developer issued any drawings, specifications, or other documents and requested bids from suppliers or contractors to supply equipment and materials for the facility and to construct the same? If so, please provide copies of the documents issued and the requested bids. With respect to the above-referenced request for bids, have any bids been received by the Thresher wind project developer? If so, please provide copies of the bids.

**Objection:** Grain Belt Express objects to this request as not relevant nor reasonably calculated to lead to the discovery of admissible evidence in this proceeding. Grain Belt Express further objects to this request in that it seeks information regarding Thresher Wind, which is a distinct legal entity that is not a party to this proceeding. Details regarding bids and specifications for the Thresher wind facility in western Kansas serve no probative value in the context of Ameren Missouri's request for a CCN for the Castle Bluff Project. Moreover, Grain Belt Express objects to this request in that it seeks information regarding commercially sensitive and competitive negotiations, which if disclosed, would result in substantial harm to Grain Belt Express, potential contracting partners, and the public interest, which benefits from confidential, arms-length negotiations.

17. Regarding the Thresher wind facility to be constructed in western Kansas and planned for interconnection to the Grain Belt Project, have any construction or major equipment contracts for the project been executed by the project developer? If so, please list and describe each such contract, including its scope, the date each contract was executed, and the date by which each contractor or supplier is required by the contract to complete performance under the contract?

**Objection:** Grain Belt Express objects to this request as not relevant nor reasonably calculated to lead to the discovery of admissible evidence in this proceeding. Grain Belt Express further objects to this request in that it seeks information regarding Thresher Wind, which is a distinct legal entity that is not a party to this proceeding. Details regarding construction and equipment contracts for the Thresher wind facility in western Kansas serve no probative value in the context of Ameren Missouri's request for a CCN for the Castle Bluff Project. Moreover, Grain Belt Express objects to this request in that it seeks information regarding commercially sensitive and competitive negotiations, which if disclosed, would result in substantial harm to Grain Belt Express, potential contracting partners, and the public interest, which benefits from confidential, arms-length negotiations.

18. Please provide the most recent estimated annual operating profiles of the Thresher facility on an hourly basis, including the P50 and P90 values.

**Objection:** Grain Belt Express objects to this request as not relevant nor reasonably calculated to lead to the discovery of admissible evidence in this proceeding. Grain Belt Express further objects to this request in that it seeks information regarding Thresher Wind, which is a distinct legal entity that is not a party to this proceeding. Details regarding the operating profiles of the Thresher wind facility in western Kansas serve no probative value in the context of Ameren Missouri's request for a CCN for the Castle Bluff Project.

19. For the Grain Belt Project transmission line located in Missouri, please identify how many miles of construction have been completed to date and identify the location of the completed line segments.

**Objection:** Grain Belt Express objects to this request as not relevant nor reasonably calculated to lead to the discovery of admissible evidence in this proceeding. Details regarding completed miles of construction in Missouri serve no probative value in the context of Ameren Missouri's request for a CCN for the Castle Bluff Project. Notwithstanding its objection, Grain Belt Express plans to provide a substantive response to this request.

20. For the Grain Belt Project transmission line located in Missouri, please identify how many miles of that line currently remain under construction, the location of the line segment(s) where construction is ongoing, and the anticipated date of completion of that construction.

**Objection:** Grain Belt Express objects to this request as not relevant nor reasonably calculated to lead to the discovery of admissible evidence in this proceeding. Details regarding miles the Grain Belt transmission line in Missouri currently under construction

serve no probative value in the context of Ameren Missouri's request for a CCN for the Castle Bluff Project. Notwithstanding its objection, Grain Belt Express plans to provide a substantive response to this request.

21. Does Grain Belt Express have any fully executed and binding contracts with potential customers for the transmission capacity of the Grain Belt Project? If so, for each such contract, state (a) the identity of the customer, (b) the transmission capacity to be received by the customer under the contract, and (c) whether the contract requires that the Grain Belt Project be in commercial operation by a given date and, if so, specify said date.

**Objection:** Grain Belt Express objects to this request and each of its subparts as not relevant nor reasonably calculated to lead to the discovery of admissible evidence in this proceeding. Details regarding potential customers for transmission capacity serve no probative value in the context of Ameren Missouri's request for a CCN for the Castle Bluff Project. Moreover, Grain Belt Express objects to this request in that it seeks information regarding commercially sensitive and competitive negotiations, which if disclosed, would result in substantial harm to Grain Belt Express, potential commercial partners, and the public interest, which benefits from confidential, arms-length negotiations.

22. Has Grain Belt Express secured any binding and enforceable, from its standpoint, financing commitments (private or governmental) for either Phase I (Ford County, Kansas to the converter stations in Missouri), or Phase II (the remainder of the project)? If so, for each such commitment state (a) the identity of the financing party, (b) the amount of the commitment, and (c) whether the commitment's terms require that the Grain Belt Project be in commercial operation by a given date and, if so, specify said date.

**Objection:** Grain Belt Express objects to this request and each of its subparts as not relevant nor reasonably calculated to lead to the discovery of admissible evidence in this proceeding. Details regarding Grain Belt Express' financing commitments serve no probative value in the context of Ameren Missouri's request for a CCN for the Castle Bluff Project. Moreover, Grain Belt Express objects to this request in that it seeks information regarding commercially sensitive and competitive negotiations, which if disclosed, would result in substantial harm to Grain Belt Express, potential commercial partners and lenders, and the public interest, which benefits from confidential, arms-length negotiations.