

BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF MISSOURI

TRANSCRIPT OF PROCEEDINGS
Evidentiary Hearing
April 23, 2019
Jefferson City, Missouri
Volume 2

In The Matter Of The Joint))
Application Of Invenergy) File No. EM-2019-0150
Transmission LLC, Invenergy))
Investment Company LLC, Grain))
Belt Express Clean Line LLC And))
Grain Belt Express Holding LLC))
For An Order Approving The))
Acquisition By Invenergy))
Transmission LLC Of Grain Belt))
Express Clean Line LLC))

MORRIS L. WOODRUFF, Presiding
CHIEF REGULATORY LAW JUDGE

WILLIAM P. KENNEY,
DANIEL Y. HALL,
SCOTT T. RUPP,
MAIDA J. COLEMAN,
COMMISSIONERS

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1 (Exhibits 2, 3, 4, 5, 6, 7 and 8 were
2 marked for identification.)

3 JUDGE WOODRUFF: We're here for the
4 evidentiary hearing in the joint application of
5 Invenergy Transmission LLC and Grain Belt Express
6 Clean Line for an order approving the acquisition by
7 Invenergy Transmission of Grain Belt Express Clean
8 Line. This is File Number EM-2019-0150.

9 My name is Morris Woodruff. I'll be the
10 presiding officer here today. We'll start today by
11 taking entries of appearance beginning with Staff.

12 MR. JOHNSON: Thank you, Judge. On
13 behalf of the Staff of the Missouri Public Service
14 Commission, I am Mark Johnson. And I have provided my
15 information to the court reporter.

16 JUDGE WOODRUFF: Thank you. And for
17 Public Counsel.

18 MR. WILLIAMS: Nathan Williams appearing
19 on behalf of the Office of the Public Counsel and the
20 public. And I, too, have provided my information to
21 the court reporter.

22 JUDGE WOODRUFF: Thank you. And for
23 Invenergy Grain Belt.

24 MS. CALLENBACH: Good morning, Judge.
25 Anne Callenbach and Andrew Schulte appearing today on

1 behalf of Invenergy Transmission.

2 MR. ZOBRIST: Karl Zobrist, Jacqueline
3 Whipple, Dentons US, LLP, 4520 Main Street, Suite
4 1100, Kansas City Missouri, 64111 for Grain Belt
5 Express Holding, LLC and Grain Belt Express Clean
6 Line, LLC.

7 JUDGE WOODRUFF: For the Landowners.

8 MR. AGATHEN: Thank you, Judge. My name
9 is Paul Agathen. I've also given my information to
10 the court reporter. I'm representing the Missouri
11 Landowners Alliance, the Eastern Missouri Landowners
12 Alliance, doing business as Show Me Concerned
13 Landowners, and also Joseph and Rose Kroner,
14 K-r-o-n-e-r.

15 JUDGE WOODRUFF: Thank you. For MJMEUC.

16 MR. HEALY: This is Doug Healy with Healy
17 Law Offices, 3010 East Battlefield, Suite A,
18 Springfield, Missouri 65804.

19 JUDGE WOODRUFF: Thank you. And for
20 Renew Missouri.

21 MR. OPITZ: Tim Opitz for Renew Missouri,
22 409 Vandiver Drive, suite 205, Columbia, Missouri
23 65202.

24 JUDGE WOODRUFF: All right. Thank you.
25 And I don't believe there's any

1 preliminary matters to be taken care of, so we'll just
2 move straight into opening statements.

3 MR. ZOBRIST: Judge, I just wanted to --
4 with -- with your leave, I was going to give a very
5 short opening statement after Invenergy Transmission
6 did. And I talked with Staff and with Mr. Agathen,
7 and I apologize to the other lawyers. I don't intend
8 to repeat what Mr. Schulte states, but since this --
9 we don't have a stipulation, it's a fully contested
10 case, I would just like to make a two- to three-minute
11 opening statement after --

12 JUDGE WOODRUFF: That will be fine.

13 MR. ZOBRIST: -- Mr. Schulte does. Thank
14 you.

15 JUDGE WOODRUFF: And let me make sure I
16 understand. Mr. Schulte is representing Invenergy and
17 you're representing Grain Belt; is that correct?

18 MR. ZOBRIST: That's correct, Judge.

19 JUDGE WOODRUFF: Okay. Well, that will
20 be fine.

21 we'll proceed then with Invenergy's
22 opening.

23 MR. SCHULTE: Thank you, Judge. Morning,
24 Commissioners. My name is Andrew Schulte. And along
25 with my colleague, Anne Callenbach, we represent

1 Invenergy Investment Company LLC and Invenergy
2 Transmission LLC, which along with Grain Belt
3 Holdings -- or Grain Belt Express Holding LLC and
4 Grain Belt Express Clean Line LLC are the joint
5 applicants in this proceeding.

6 Most people here are familiar with the
7 Grain Belt Express project and the proposed
8 acquisition by Invenergy due to the recent certificate
9 proceeding in Case Number EA-2016-0358, but
10 nevertheless, I'll provide some short background
11 regarding that acquisition and the project.

12 I'm just realizing now that I didn't put
13 the presentation up on the screen.

14 JUDGE WOODRUFF: Go ahead and do that.

15 MR. SCHULTE: By way of background,
16 Invenergy was founded in 2001 and is North America's
17 largest privately-held company that develops, owns and
18 operates large-scale generation and electric
19 transmission facilities across North America, Latin
20 America, Japan and Europe. It is based out of Chicago
21 and it has nearly 1,000 employees.

22 And we are here before you today to
23 request approval of a transaction by which Invenergy
24 Transmission LLC will acquire Grain Belt Express Clean
25 Line, LLC. The post-transaction organizational chart

1 will have Invenergy Investment Company LLC as the
2 holding company. One of the subsidiaries of Invenergy
3 Investment Company is Invenergy LLC, which houses the
4 employees, which will control the activities at the
5 project company.

6 Invenergy Transmission LLC is also a
7 subsidiary -- a wholly-owned subsidiary of Invenergy
8 Investment Company. It is a special purpose entity
9 that was created for the purpose of acquiring the
10 Grain Belt Express Clean Line, LLC. After the
11 transaction, Grain Belt Express Clean Line LLC will be
12 a wholly-owned subsidiary of Invenergy Transmission.

13 Grain Belt Express Clean Line LLC owns
14 all of the assets and rights to the project, which is
15 an approximately 780-mile, overhead, multi-terminal,
16 600 kilovolt, high-voltage, direct current
17 transmission line and associated facilities. The
18 project will use primarily a line up pole design,
19 which has a smaller footprint than traditional
20 alternating current transmission lines and the
21 structures themselves will occupy a mere ten acres of
22 land for the entire state of Missouri.

23 It will connect over 4,000 -- it will
24 connect 4,000 megawatts of low-cost, high capacity
25 wind power in western Kansas for delivery to customers

1 in Missouri, Illinois, Indiana and states further
2 east.

3 There will be a converter station in
4 Missouri capable of injecting 500 megawatts into the
5 region controlled by the Mid-Continent Independent
6 System Operator, or MISO. The Missouri Joint
7 Municipal Electric Utility Commission has a contract
8 for 200 megawatts of that capacity.

9 GBE -- in Case Number EA-2016-0358, Grain
10 Belt Express applied for a line certificate on August
11 30th, 2016 following appellate proceedings. The case
12 was remanded to the Commission and evidentiary
13 hearings were held this past December to assess
14 material changes and facts that were previously
15 presented to the Commission before the appellate
16 proceedings.

17 On March 20th of this year, the
18 Commission issued its Report and Order on remand
19 granting Grain Belt Express's application for a line
20 certificate and establishing certain conditions.
21 Grain Belt Express is now a public utility and the
22 Commission approval of the transaction is required
23 pursuant to Section 393.190 of the Missouri statutes.

24 The Commission heard extensive evidence
25 and legal arguments regarding whether Grain Belt

1 Express was qualified as a public utility and the
2 March 20th Report and Order on remand concluded that
3 Grain Belt Express met the requirements to be a public
4 utility and there's no need to revisit that conclusion
5 in this case.

6 Rather, the focus of this proceeding is
7 whether the proposed transaction is not detrimental to
8 the public interest, which is the standard for
9 granting approval under Section 393.190 of the
10 Missouri statutes.

11 The benefits of the project were
12 discussed at length in the certificate proceeding and
13 this transaction will promote the public interest by
14 facilitating the continued development of that project
15 and the realization of those benefits.

16 To briefly recap, the benefits of the
17 project, as verified in the certificate proceeding,
18 the project will save up to 12.8 million annually for
19 customers of MJMEUC. The construction phase of the
20 project will create an estimated 1,527 jobs over three
21 years, 246 million in personal income, 476 million in
22 gross domestic product, and 9.6 million in state
23 general revenue.

24 During the first year of operation, the
25 project will create an estimated 91 jobs, 14.97

1 million in easement payments, 17.9 million in personal
2 income, 9.1 in gross domestic product, 7.2 million in
3 property taxes for the counties, and 720,000 in state
4 general revenue. Those figures come from the Missouri
5 Department of Economic Development, which filed a
6 study on the economic impacts of the project in the
7 certificate proceeding.

8 The benefits of the transaction is that
9 it will facilitate the continued development of the
10 project and the realization of those benefits.
11 Specifically, the transaction will provide the Grain
12 Belt Express project with a benefit of Invenergy's
13 extensive technical, managerial and financial
14 expertise.

15 Invenergy's extensive technical and
16 managerial expertise is exemplified by the 2,220 [sic]
17 megawatts of large-scale wind, solar and natural gas
18 and energy storage facilities that the Company has
19 financed and has developed or is either contracted or
20 in construction.

21 Invenergy has built all of the required
22 transmission and distribution lines, generator step-up
23 transformers and substations for those projects, which
24 amount to 414 miles of high-voltage transmission lines
25 over 1,700 miles of distribution lines, 59 substations

1 and 73 generator step-up transformers.

2 Invenergy's experienced personnel will be
3 involved in the day-to-day development of the project.
4 The personnel is -- the key personnel is profiled in
5 the testimony and exhibits of Kris Zadlo. Invenergy's
6 top four executives each have more than 25 years of
7 experience in the energy industry and have been
8 working together for the last 20 years or more.

9 Invenergy's involvement will facilitate
10 the development by providing -- by putting all of
11 those resources and expertise to bear on the project.

12 In addition to the managerial and
13 technical expertise, Invenergy has a well-established
14 financial platform and track record and extensive
15 financial resources and experience. That is
16 exemplified by 9 billion in total assets, 3 billion in
17 total equity. Invenergy has raised more than 30
18 billion to support the 200-- 2-- 20,220 megawatts of
19 generation projects since 20-- or since 2001.

20 As of December 31, 2017 Invenergy's cash
21 balance was 6 times greater than Clean Line's and the
22 book value of its equity was 20 times greater than
23 Clean Line's at that date.

24 The CCN Report and Order on remand found
25 that Invenergy has demonstrated that it has the

1 ability to raise capital for large energy projects
2 through access to its vast network of private debt and
3 equity investors. Invenergy's financial platform will
4 facilitate further development of the project and its
5 benefits and, therefore, the transaction is in the
6 public benefit.

7 staff's filed a rebuttal report on
8 March 27th. And in that report, Staff recommended
9 that the Commission find that the proposed transaction
10 is not detrimental to the public interest and approve
11 the project based on the conditions set forth in the
12 certificate order.

13 In order to analyze the public interest,
14 Staff reviewed the Tartan factors. As for need, Staff
15 stated that clearly there's a demonstrable need for
16 the service of the Grain Belt project offered both in
17 Missouri and the regions that affect Missouri energy
18 markets.

19 As for qualifications, Staff stated that
20 it has no reason to dispute that the joint applicants,
21 and specifically Invenergy, are qualified to own,
22 operate, control and manage the project.

23 As for financial ability, Staff concluded
24 that Invenergy possesses the financial ability to
25 develop, construct and operate the project.

1 For economic feasibility, the Commission
2 found that the certificate -- that in the certificate
3 proceeding, the project was found to be economically
4 feasible and Staff is unaware of any changes and facts
5 that would impact that finding.

6 For public interest, Staff also noted
7 that the Report and Order in the certificate
8 proceeding found that the project was in the public
9 interest, and Staff again stated that it was unaware
10 of any facts that would impact that finding.

11 Staff recommended that the Commission
12 approve the transaction subject to the Commission's --
13 or subject to the conditions ordered by the Commission
14 in the certificate proceeding. And in his
15 surrebuttal, Invenergy witness Kris Zadlo affirmed the
16 joint applicants agreed to those conditions ordered by
17 the Commission. No other party has recommended that
18 the Commission place any conditions on approval of the
19 transaction.

20 The Commission's March 20th Report and
21 Order on remand in the certificate proceeding stated,
22 There can be no debate that our energy future will
23 require more diversity and energy resources,
24 particularly renewable resources. We are witnessing a
25 worldwide, long-term and comprehensive movement

1 towards renewable energy in general and wind energy
2 specifically.

3 wind energy provides great promise as a
4 source for affordable, reliable, safe and
5 environmentally-friendly energy. The Grain Belt
6 project will facilitate this movement in Missouri,
7 will thereby benefit Missouri's citizens and is,
8 therefore, in the public interest.

9 Approval of this acquisition by Invenergy
10 is the next step towards bringing those significant
11 benefits of the project closer to fruition.
12 Accordingly, the acquisition is not detrimental to the
13 public interest and the Commission must approve the
14 Commission under Section 393.190.

15 Invenergy respectfully requests that the
16 Commission approve the proposed transaction in
17 accordance with Staff's recommendations. Thank you.

18 JUDGE WOODRUFF: Any questions from the
19 Commissioners?

20 COMMISSIONER KENNEY: No, thank you.

21 MR. SCHULTE: Thank you.

22 JUDGE WOODRUFF: Then Mr. Zobrist.

23 MR. ZOBRIST: May it please the
24 Commission. We are now in the fifth year of the Grain
25 Belt Express Clean Line proceedings and I think we are

1 nearing the end.

2 I think the good news is that this case
3 has better evidence than in our first case and it
4 reflects all of the benefits that you discussed in
5 your Report and Order in the CCN case in March. The
6 significant financial resources of Invenergy actually
7 make this a better deal than when we first filed the
8 2016 case, and much better than the 2014 case.

9 And Invenergy has some unique
10 qualifications that we didn't have earlier in the
11 case, particularly their experience in managing RTOs,
12 both in MISO and PJM, and of course we already have
13 our interconnection agreement with SPP. So those are
14 clear benefits that we didn't have earlier in the
15 case.

16 Particular beneficiaries in this case are
17 the municipal utilities that Mr. Healy is going to
18 talk to you about, and other prospective purchasers
19 who actually will receive clean, low-cost,
20 wind-generated energy delivered through a
21 high-voltage, direct current system that will not be
22 interfered with by the congestion that we see on the
23 alternating current transmission system today.

24 Plainly, this is not detrimental to the
25 public interest and meets the statutory requirements

1 under 393.190 and as well as you have ordered in many
2 of your similar merger cases.

3 The Landowner -- one of the Landowner
4 groups raised questions about the status of Grain Belt
5 Express, so I just want to talk about that very
6 briefly. They intend to challenge whether Grain Belt
7 Express is an electrical corporation.

8 You held that they were. That was the
9 correct holding. It should be re-affirmed in this
10 case. Hans Detweiler here is again present from Grain
11 Belt Express. We hold 39 easements that are rock
12 solid. We have cash or cash equivalents on hand. And
13 we also noted that we have certain permits from a
14 couple of the counties which could be construed to be
15 either franchises or permits or licenses, some sort of
16 tangible or intangible public personal property.

17 The Danciger case is discussed. As
18 you'll recall, this was an old case that came, you
19 know, to the Missouri Supreme Court back in 1918 I
20 think it was. Dealt with a private brewery up in
21 western Missouri that was, you know, favoring some of
22 its neighbors and businesses, you know, on a contract
23 basis. And the Commission properly held that they
24 were not a public utility because they didn't offer
25 their services in the public.

1 The services that will be offered by this
2 project will come through a tariff that will be filed
3 at FERC. Mr. Zadlo and the Invenergy witnesses will
4 deal with that. Clearly this is a public utility and
5 it is an electrical corporation under Missouri law.

6 Mr. Detweiler, as I said, will be here to
7 answer any questions that you may have about the
8 status of Grain Belt Express. He will give his
9 perspective on why this is not only not detrimental to
10 the public interest, but why it is in the public
11 interest.

12 He can also update his testimony. It was
13 filed a couple of months ago, actually before the CCN
14 order came down. And he'll be available to tell you
15 why we believe it's in the public interest for the
16 Commission to act promptly, hopefully by June 28th, a
17 Friday, the last business day of June to approve this
18 acquisition. Thank you.

19 JUDGE WOODRUFF: Mr. Zobrist. Any
20 questions from the Commissioners?

21 COMMISSIONER KENNEY: No, sir.

22 JUDGE WOODRUFF: Thank you.

23 MR. ZOBRIST: Thank you.

24 JUDGE WOODRUFF: Move to opening
25 statement for Staff then.

1 MR. JOHNSON: Good morning,
2 Commissioners. Good morning, Judge. May it please
3 the Commission. Mr. Schulte and Mr. Zobrist did a
4 fine job explaining the facts of this case so I will
5 try to keep my remarks brief.

6 This case follows upon the Commission's
7 recent order in Case Number EA-2016-0358, granting a
8 Certificate of Convenience and Necessity sought by
9 Grain Belt. The project contemplated, as the
10 Commission well knows, entails construction of an
11 approximately 780-mile, high-voltage, direct current
12 transmission line; 206 miles of which will transverse
13 northern Missouri.

14 This line is intended to convey wind
15 generated power from Kansas to Indiana while injecting
16 some of that power into Missouri along the way. Now
17 another company, Invenergy Transmission LLC, seeks to
18 buy the project. And Staff recommends that the
19 Commission approve that purchase, subject to the same
20 conditions it ordered in its March 20th, 2019 Report
21 and Order on remand in Case Number EA-2016-0358.

22 Today there are three issues presented
23 for Commission determination. The first of which is a
24 question raised by opponents of the project. And that
25 question is does the Commission have jurisdiction and,

1 thus, statutory authority to approve the sale of this
2 project.

3 Now the question of whether Grain Belt is
4 subject to Commission jurisdiction is one that has
5 been asked and answered by this Commission. Most
6 recently in Case Number EA-2016-0358. And the facts
7 that the Commission relied on in that case have not
8 changed. Considering those facts anew today, the
9 Commission's decision would be the same. Staff
10 requests the Commission take official notice of its
11 Report and Order on remand in that case.

12 However, that's not the only instance
13 where the Commission has considered the issue of
14 whether Grain Belt falls under the jurisdiction of the
15 Commission. As long ago as 2015, the Commission
16 determined in Case Number EA-2014-0207 that Grain Belt
17 is an electrical corporation and is a public utility
18 subject to the jurisdiction of this Commission. That
19 case is now final and, thus, the question raised in
20 this case constitutes a collateral attack on that
21 order.

22 Section 386.550 of the Revised Statutes
23 of Missouri forbids such attacks on orders of the
24 Commission that have become final. Staff requests
25 that the Commission take official notice of its Report

1 and Order in Case Number EA-2014-02-07 as well.

2 In any event, determining whether a new
3 company may enter the utility industry in Missouri is
4 a well-established duty of this Commission. In 1935,
5 in case -- excuse me, in State ex rel. City of
6 Sikeston versus the Public Service Commission,
7 82 S.W. 2d 105, the Supreme Court said, The Public
8 Service Commission law was intended to prevent
9 overcrowding of the field in any city or area and,
10 thus, restrain cut-throat competition upon the theory
11 that it is destructive and that the ultimate result is
12 that the public must pay for that destruction.

13 To accomplish this, the Commission was
14 given the authority to pass upon the question of
15 public necessity and convenience for any new or
16 additional company to begin business anywhere in the
17 state or for an established company to enter new
18 territory.

19 The second question before the Commission
20 today is whether it should find that Invenergy's
21 acquisition of Grain Belt is not detrimental to the
22 public interest and approve the transaction.

23 In determining public interest, Staff
24 reviewed the joint application in this matter using
25 the Tartan factors. Now, the Commission has also done

1 this. In its Report and Order in Case Number
2 EA-2016-0358, the Commission determined that due to
3 Invenergy's intent to purchase the project from Grain
4 Belt and due to various contractual obligations
5 between the two parties, it was proper and necessary
6 for the Commission to consider Grain Belt and
7 Invenergy together in evaluating the Tartan factors.

8 Again, the facts that the Commission
9 relied on in that case have not changed. The
10 Commission determined that the Grain Belt project will
11 benefit Missouri citizens and is, therefore, in the
12 public interest.

13 Staff also reviewed Invenergy's updated
14 financial statements as of December 31, 2018 and it
15 concluded that it is very likely that Invenergy is in
16 an even stronger financial position than it was just a
17 year earlier. Staff's position in this case is that
18 the Commission should find that the proposed
19 transaction is not detrimental to the public -- the
20 public interest and approve it.

21 Now, the third and final question
22 presented to the Commission for its decision is what
23 conditions, if any, should it impose on Invenergy?
24 And Staff -- Staff's answer is exactly the same
25 conditions that it imposed on the CCN granted in Case

1 Number EA-2016-0358. Those conditions may be found in
2 the Commission's Report and Order on remand issued in
3 that case and they have been agreed to by Invenergy in
4 this matter.

5 Today Staff will present three witnesses;
6 Natelle Dietrich, David Murray, and Michael Stahlman.
7 Ms. Dietrich is the Staff director and she is the
8 Staff's policy witness in this matter. Mr. Murray is
9 an expert financial analyst, and Mr. Stahlman is an
10 expert economist. They will be happy to answer any
11 questions you may have today.

12 In conclusion, based upon the evidence
13 that you will hear today, Staff urges you to find that
14 the proposed transaction is not detrimental to the
15 public interest and it should be approved. Thank you.

16 JUDGE WOODRUFF: Thank you. Any
17 questions? Thank you.

18 For Public Counsel.

19 MR. WILLIAMS: Thank you, Judge. The
20 Office of Public Counsel waives making an opening.

21 JUDGE WOODRUFF: Thank you.

22 And for the Missouri Joint Municipal
23 Electric Utility Commission, MJMEUC.

24 MR. HEALY: If it pleases the Commission
25 and Judge. I had quite a few notes. My colleagues

1 have done a good job so I won't repeat them. But I do
2 have just a couple of quick things to point out.

3 MJMEUC needs the application pending to
4 be approved. The savings to hundreds of thousands of
5 Missourians depends on this project. The trifecta we
6 have here of low cost, reduced emissions, as well as
7 local RPS portfolios being satisfied, those are three
8 things that we've never been able to achieve in one
9 project.

10 The fact that we can actually have local
11 RPS standards met while lowering costs, don't
12 underestimate that. There is no substitute in MISO
13 that will allow that. So we take this isn't
14 detrimental. This is a public benefit. That's all we
15 have. Thank you, Judge.

16 JUDGE WOODRUFF: Questions from the
17 Commissioners? Just for the record, if you could
18 explain what an RPS standard is?

19 MR. HEALY: Sure. It's a Renewable
20 Portfolio Standard. The City of Columbia has one,
21 some of our other cities do as well and a number of
22 them are considering them.

23 JUDGE WOODRUFF: Thank you.

24 Opening for Renew Missouri.

25 MR. OPITZ: Good morning. May it please

1 the Commission. I'm Tim Opitz for Renew Missouri. As
2 you know, Commissioners, we are a non-profit that
3 advocates for renewable energy and energy efficiency.
4 We supported this project during the CCN phase and we
5 continue to support it now.

6 This project will link customers in
7 Missouri, as you just heard Mr. Healy say, to low-cost
8 wind that will help save money and meet sustainability
9 metrics. By facilitating renewable energy, this
10 project will also create economic, environmental and
11 reliability benefits.

12 It's our view that this project exceeds
13 the Commission's no detriment standard and should be
14 approved.

15 Mr. Owen pre-filed Rebuttal Testimony
16 supporting the project. He has been excused. And if
17 there's no questions from the Commission, I would move
18 for the admission of Exhibit 7, which was Mr. Owen's
19 testimony.

20 JUDGE WOODRUFF: All right. Exhibit 7,
21 which is Mr. Owen's Rebuttal Testimony, has been
22 offered. Is there any objection to its receipt?

23 Hearing none, it will be received.

24 (Exhibit 7 was received into evidence.)

25 MR. OPITZ: Thank you.

1 JUDGE WOODRUFF: Thank you. All right
2 then. For the Landowners.

3 MR. AGATHEN: May it please the
4 Commission, Judge. Good morning. We're raising two
5 basic issues in this case. The first is based on
6 Section 393.190. And it's clear from that statute
7 that the Commission has the authority to approve the
8 sale of Grain Belt only if Grain Belt is, in fact, an
9 electrical corporation.

10 We have several arguments for saying that
11 it is not -- that it does not meet the standards of
12 being an electrical corporation. Our first is based
13 on case law originating with a State Supreme Court in
14 the Danciger case, D-a-n-c-i-g-e-r. That's been
15 touched on already by Mr. Zobrist and we briefed it
16 quite extensively I believe in our statement of
17 position so I won't get into all of that.

18 But I think the key element, the key cite
19 from that case is one that Grain Belt and Invenenergy
20 just can't get around here. The Court, as part of its
21 decision, quoted from what they called an excellent
22 work on public service corporations which said, quote,
23 There are, however, several cases where the company
24 supplying electricity has not professed to sell to the
25 public indiscriminately at regular rates, but has from

1 the beginning adopted a policy of entering into
2 special contracts upon its own terms. Such companies
3 are plainly engaged in private business, end quote.

4 And that's certainly the case for Grain
5 Belt. They enter into special contracts that they
6 negotiate individually with customers which do not
7 produce the same rates. And obviously under the quote
8 from the Danciger case, they do not meet the criteria
9 of a public service -- of a public utility or of an
10 electrical corporation.

11 Danciger has never been overruled or even
12 questioned so it's as good as law today and as binding
13 today as it was when it was issued. And Mr. Zobrist
14 pointed out that the case was issued in 1918 as though
15 that had some significance. The -- the date that the
16 decision is issued has nothing at all to do with the
17 principle of stare decisis.

18 And if I could regress just briefly, the
19 first brief I worked on -- appellate brief I worked on
20 was in 1979 I believe. And I was second chairing and
21 given the grunt work of doing all of the research in
22 support of our position in that brief. And I happen--
23 I just stumbled upon a case which we included in the
24 brief and which the Supreme Court -- it was the
25 Western District -- found to be controlling in that

1 case. And that decision that they found controlling
2 was issued in 1903.

3 So the date of the -- of the Commission
4 decision -- or of the Court decision has no bearing on
5 whether or not it should be followed by this
6 Commission.

7 There's another argument against finding
8 that Grain Belt is a electrical corporation. In the
9 recent CCN order, the Commission relied on
10 39 easements and money held by Grain Belt in support
11 of its finding that Grain Belt was, in fact, an
12 electrical corporation.

13 We could contend that those 39 easements
14 do not qualify as electric plant for two separate
15 reasons. First, they do not include the provisions
16 which the Commission required be included in an
17 easement in its recent CCN decision; therefore, they
18 are not binding on the landowner. They're basically
19 just a nullity at this point and have no effect and do
20 not qualify as electric plant.

21 Second, the easements do not confer
22 control of the property to Grain Belt at this time.
23 They confer control only once Grain Belt starts
24 construction on the project. Up till that point, the
25 landowners are free to use the property as they see

1 fit up until the point at which Grain Belt begins
2 construction. So reliance on those 39 easements by
3 Grain Belt we believe is misplaced.

4 We also contend that the money held by
5 Grain Belt does not qualify as electric plant. Money
6 is not going to become a part -- a physical part of
7 the -- of the project -- of the Grain Belt project and
8 it is unlike the other items which are mentioned in
9 the statute when they list what qualifies as electric
10 plant. So on that basis, we do not believe that the
11 General Assembly intended that money be qualified as
12 part of the electric plant under the definitions that
13 they provide.

14 So our first major contention is that the
15 Commission does not have the jurisdiction to approve
16 this proposed sale under the terms of the statute in
17 question. And even if it were an electrical
18 corporation, under Section 393.190, we contend that
19 what is being sold here is not necessary or useful to
20 the performance of Grain Belt's duties to the public.
21 So for this reason as well, the Commission has no
22 authority under 393.190 to approve the sale.

23 And that gets to our final issue. From
24 the outset, Grain Belt has fur-- has furthered its
25 cause to the Commission by pointing out that National

1 Grid is one of its primary investors and has been from
2 the start. National Grid is one of the largest energy
3 companies in the world. As an investor, that
4 obviously provided financial support from the get-go
5 for Grain Belt.

6 But it's not -- it's not only an
7 investor, but it has also promised Grain Belt that it
8 will assist with technical expertise in constructing
9 the Grain Belt project. There was testimony to that
10 effect from Mr. Skelly in the 19-- or in the original
11 2014 CCN case, as well as in the 2016 CCN case. And
12 neither Grain Belt nor National Grid has ever told the
13 Commission that that relationship is in some way
14 diminished at this point.

15 So if the sale is approved, then the
16 experience and expertise of National Grid will, in
17 effect, be replaced by the experience and expertise of
18 Invenergy. And not to disparage Invenergy at all, but
19 the evidence will show that it does not come close to
20 the experience and expertise which National Grid has
21 in constructing electric transmission lines, which is
22 the -- obviously the subject of this proceeding.

23 Invenergy's primary expertise is building
24 and const-- is in building generating facilities. And
25 their expertise with transmission lines is simply

1 connecting their generating facilities to the primary
2 grid. Accordingly, the tradeoff in technical
3 qualifications and experience which would result from
4 this sale would likely be detrimental to the efficient
5 construction of the project and that, in turn, would
6 make it likely detrimental to the public interest.

7 So for these reasons, we ask the
8 Commission to reject the joint application to approve
9 the sale of Grain Belt to Invenergy. Thank you.

10 JUDGE WOODRUFF: Any questions?

11 COMMISSIONER KENNEY: No questions.

12 JUDGE WOODRUFF: Thank you.

13 MR. AGATHEN: Thank you.

14 JUDGE WOODRUFF: All right. That's all
15 the openings. Let's go ahead and take a break now
16 before we call the first witness. We'll come back at
17 let's say 9:20.

18 (A recess was taken.)

19 (Exhibit 1 was marked for
20 identification.)

21 JUDGE WOODRUFF: We're back from our
22 break and we're ready for the first witness from the
23 joint applicants.

24 MR. ZOBRIST: Judge, Grain Belt Express
25 calls Hans Detweiler to the stand.

1 JUDGE WOODRUFF: All right. Good
2 morning, Mr. Detweiler.

3 THE WITNESS: Good morning, Your Honor.
4 (Witness sworn.)

5 JUDGE WOODRUFF: You may inquire.

6 MR. ZOBRIST: Thank you, Judge.

7 HANS DETWEILER, being first duly sworn, testified as
8 follows:

9 DIRECT EXAMINATION BY MR. ZOBRIST:

10 Q. Please state your name.

11 A. Hans Detweiler.

12 Q. And by whom are you employed?

13 A. I'm a consultant working for Clean Line
14 Energy.

15 Q. And what is your role with Clean Line
16 Energy?

17 A. I'm the lead development person for the
18 Grain Belt project at this point. I'm handling all
19 regulatory and development matters for the company.

20 Q. Now, did you prepare Direct Testimony in
21 this case, Mr. Detweiler?

22 A. I did.

23 Q. And has that been marked as Exhibit
24 Number 1?

25 A. Yeah.

1 Q. I'll represent to you that it has been.

2 A. Yes.

3 Q. It has been marked --

4 A. Yes. Correct.

5 Q. -- as Exhibit Number 1.

6 A. Correct.

7 Q. Do you have any corrections to your
8 testimony?

9 A. I do.

10 Q. And where -- on which page and which
11 line, please?

12 A. Sure. Both corrections are on page 7.
13 In fact, both corrections are on line 13. So the
14 testimony should have read, Estimated annual 9.5 to
15 11 million in dollars in annual savings for customers,
16 and then strike "if." That should say, For customers
17 of the Missouri Municipal -- Missouri Joint Municipal
18 Electric Utility Commission.

19 Q. All right. And just to clarify, I'm
20 going to read after the semicolon. With the
21 correction it should read, And an estimated annual,
22 dollar sign, 9.5, hyphen, dollar sign, 11 million in
23 savings for customers of the Missouri Joint Municipal
24 Electric Commission. And then to the end of the
25 sentence without corrections.

1 A. That's correct.

2 Q. Okay. Any other corrections to the
3 testimony?

4 A. The rest of the testimony was accurate at
5 the time I wrote it.

6 Q. Okay. And it was dated February 1, 2019.
7 Correct?

8 A. Correct.

9 MR. ZOBRIST: Your Honor, at this time I
10 ask that Exhibit Number 1 be admitted into evidence.

11 JUDGE WOODRUFF: Exhibit 1 has been
12 offered. Any objections to its receipt?

13 Hearing none, it will be received.

14 (Exhibit 1 was received into evidence.)

15 MR. ZOBRIST: Tender the witness for
16 cross-examination.

17 JUDGE WOODRUFF: Okay. For
18 cross-examination we begin with Renew Missouri.

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

20 JUDGE WOODRUFF: MJMEUC?

21 MR. HEALY: No questions, Your Honor.

22 JUDGE WOODRUFF: Staff?

23 MR. JOHNSON: No questions. Thank you,
24 Judge.

25 JUDGE WOODRUFF: Public Counsel will be

1 next, and I believe they've left the room.

2 For the Landowners?

3 MR. AGATHEN: Thank you, Judge.

4 CROSS-EXAMINATION BY MR. AGATHEN:

5 Q. Morning, Mr. Detweiler.

6 A. Good morning.

7 Q. I've distributed copies of a document and
8 one is there on the table if you see it?

9 A. Yes.

10 Q. Consisting of 13 pages. The first three
11 pages purport to be the First Set of General Data
12 Requests for Grain Belt Express from Show Me Concerned
13 Landowners. It includes Data Request Numbers G1
14 through G28. And then the last ten pages of the
15 document purport to be the responses from Grain Belt
16 to those data requests. Did I accurately describe
17 that?

18 A. Yes.

19 MR. AGATHEN: Judge, I would ask that
20 that document be marked as Exhibit Number 9.

21 JUDGE WOODRUFF: All right.

22 (Exhibit 9 was marked for
23 identification.)

24 BY MR. AGATHEN:

25 Q. Mr. Detweiler, are you familiar with the

1 two documents included within that package marked as
2 Exhibit 9?

3 A. You mean your initial requests and then
4 our responses?

5 Q. Are you --

6 A. Yes.

7 Q. -- familiar with those documents?

8 A. Yes.

9 Q. Yes. All of those data requests deal
10 with a number of Commission rules which address the
11 filing of information with the Commission by public
12 utilities; is that correct?

13 A. I'm not certain if all of them relate to
14 public utilities, but they relate to various
15 Commission rules.

16 Q. Dealing with the filing of information?

17 A. Yes. Correct.

18 Q. Thank you. And our data requests
19 essentially ask if Grain Belt has filed the
20 information with the Commission which is mentioned in
21 those rules; is that correct?

22 A. That's what the questions pertain to.

23 Q. For example, Data Request G1 asks if
24 Grain Belt has filed the Annual Report with the
25 Commission which is mentioned in Commission Rule 4 CSR

1 240-10.145; is that correct?

2 A. That's correct.

3 Q. Mr. Detweiler, I'm handing you a copy of
4 the Commission rule which we just mentioned and ask if
5 the Commission rule doesn't state in the first
6 subsection as follows: All electric, gas, water,
7 sewer, and steam heating utilities shall submit an
8 Annual Report to the Commission on or before April
9 15th of each year except as otherwise provided for in
10 this rule?

11 MR. ZOBRIST: Judge, I'm going to object
12 preliminarily. I know the question may be is this
13 what it says, but I just want to alert the Bench that
14 we have objected to this DR and a number of other DRs
15 that are premised on Grain Belt Express having been
16 certified as an electrical corporation and a public
17 utility and, therefore, obligated to file these Annual
18 Reports.

19 we don't even have yet a final -- we
20 have -- we have a final order, but it has not -- it is
21 subject to rehearing, and rehearing has not been acted
22 upon. And, therefore, there was no obligation upon
23 Grain Belt Express as a matter of law to file any of
24 these reports, as well as a whole host of other
25 reports and obligations and filings that Mr. Agathen

1 has referenced in this -- in these -- this first set
2 of general data requests.

3 And so there we say, as a matter of law,
4 and it's our assertion that it is both, you know,
5 irrelevant and not reasonably calculated to lead to
6 the discovery of admissible evidence in this case and
7 it should not be subject to cross-examination at this
8 point.

9 JUDGE WOODRUFF: This is a preliminary
10 objection not to the actual question that was asked,
11 so.

12 MR. ZOBRIST: Correct. Because I think
13 he's simply asking him is this what it says. But I
14 just wanted to alert the Bench.

15 JUDGE WOODRUFF: I appreciate that.
16 We'll keep that in mind.

17 MR. ZOBRIST: Okay. Thank you, Judge.

18 JUDGE WOODRUFF: He can answer the
19 question that was asked.

20 THE WITNESS: Without reference to the
21 context, this is what it says.

22 BY MR. AGATHEN:

23 Q. Thank you. Is it correct that for each
24 of the data requests in Exhibit 9, Grain Belt
25 generally stated it was not obligated to supply the

1 information addressed in each of the rules listed in
2 that data request?

3 A. Generally, yeah, that's correct.

4 Q. Also correct that Grain Belt admitted it
5 did not file any of the information addressed by those
6 rules?

7 A. Grain Belt was not required to file any
8 of those reports.

9 Q. That was your response?

10 A. Correct.

11 MR. AGATHEN: Your Honor, I ask that the
12 document marked as Exhibit 9 be received into
13 evidence.

14 MR. ZOBRIST: Judge, I would object
15 because it's not relevant to this proceeding, and as a
16 matter of law because these filings were not required,
17 it has no relevance to the status of the Company.

18 JUDGE WOODRUFF: The Commission can read
19 for itself and decide for itself as to what the
20 obligations for Grain Belt to file documents was. I'm
21 going to go ahead and overrule the objection. Exhibit
22 9 will be received.

23 (Exhibit 9 was received into evidence.)

24 MR. AGATHEN: Thank you, Judge.

25 I have another document to distribute,

1 Judge.

2 JUDGE WOODRUFF: All right. This will be
3 Number 10.

4 MR. AGATHEN: I believe so.
5 (Exhibit 10 was marked for
6 identification.)

7 BY MR. AGATHEN:

8 Q. Mr. Detweiler, I just distributed a copy
9 of a seven-page document titled Transmission Line
10 Easement Agreement. At the bottom right corner is the
11 notation Schedule DKL-4. Are you familiar with this
12 document?

13 A. Yes, I am.

14 MR. AGATHEN: Judge, I'd ask that this
15 document be marked for identification as Exhibit 10.

16 JUDGE WOODRUFF: All right.

17 BY MR. AGATHEN:

18 Q. Does Grain Belt claim to have
19 approximately 39 easements for property on the
20 Missouri portion of the proposed right-of-way?

21 A. Yes.

22 Q. Is the document marked as Exhibit 10 a
23 copy of the standard form easement agreement which
24 Grain Belt used in obtaining the 39 easements for land
25 on the proposed right-of-way?

1 A. Yes.

2 Q. And it was submitted in the CCN case by
3 Ms. Lanz, L-a-n-z, as Schedule DKL-4 of her testimony;
4 is that correct?

5 A. Correct.

6 Q. And you adopted her testimony in the
7 remand hearings?

8 A. That's correct.

9 Q. Is it correct that those 39 easements
10 were obtained by Grain Belt before the Commission
11 issued its order in the CCN case on March 20th, 2019?

12 A. That's correct.

13 Q. So those 39 easements would not have
14 incorporated the Missouri Landowner Protocol into the
15 easement agreements; is that correct?

16 A. The easements agreements were executed
17 before the protocol was in place.

18 Q. So they do not contain the requirements
19 to include the protocol?

20 A. Right. They could not have.

21 MR. AGATHEN: Judge, I offer Exhibit 10.

22 JUDGE WOODRUFF: All right. Exhibit 10

23 has been offered. Any objections to its receipt?

24 Hearing no objection, it is received.

25 (Exhibit 10 was received into evidence.)

1 BY MR. AGATHEN:

2 Q. Paragraph 2A of the easement makes
3 reference to an Easement Calculation Sheet. Do you
4 see that?

5 A. Yes.

6 Q. Are you familiar with the calculation
7 sheet referred to there?

8 A. Yes.

9 Q. And that document would vary from
10 landowner to landowner depending on the acreage and a
11 number of other factors. Right?

12 A. Well, to be -- just so we're clear,
13 the -- the calculation sheet was a standard document,
14 but the data on the calculation sheet would vary from
15 one landowner to the landowner.

16 Q. Right.

17 A. Sure.

18 Q. That's just what I'm asking.

19 A. Yeah.

20 Q. It would depend on --

21 A. It's a standard form.

22 Q. -- how much acreage is taken, the value
23 of it, et cetera. Correct?

24 A. Yeah. It was a standard form, yeah.

25 MR. AGATHEN: Judge, I have another

1 document to distribute.

2 JUDGE WOODRUFF: This will be 11.

3 (Exhibit 11 was marked for
4 identification.)

5 MR. AGATHEN: Judge, I would ask that the
6 document that I just distributed be marked for
7 identification as Exhibit 11.

8 JUDGE WOODRUFF: Okay.

9 BY MR. AGATHEN:

10 Q. I redacted the name of the landowner from
11 this exhibit, but other than that, is this a copy of
12 what is referred to in the actual easement as the
13 Easement Calculation Sheet?

14 A. Yes, it is.

15 Q. Is it correct that by its terms of this
16 document, the landowner is offered two options for
17 receipt of the easement payment? They can either take
18 10 percent up front or 20 percent up front?

19 A. No.

20 Q. Could you describe the terms by which the
21 landowner's compensated?

22 A. So there's a -- an initial payment and
23 then there's a balance due payment.

24 Q. But can the initial payment be either
25 10 percent or 20 percent?

1 A. No, I don't -- as a practical matter, I'm
2 not aware of ever issuing an easement agreement on the
3 basis of a 10 percent.

4 **Q. So it's always been 20 percent, to the**
5 **best of your knowledge?**

6 A. Yeah. I -- actually sometimes I think it
7 might have been a little higher, but 20 percent, yeah.

8 **Q. Do you have personal knowledge of whether**
9 **or not Grain Belt has made timely payments for the**
10 **balance due under the Easement Calculation Sheet that**
11 **you have there?**

12 A. I'd like to draw your attention to the
13 Easement Agreement Extension language on this
14 document. And to my knowledge, Grain Belt has made
15 easement extension compensation payments. So the --
16 on the 39 easements that are still in place, the
17 balance due -- the balance has not yet become due. So
18 the easements today are -- are -- are fully in effect
19 on the basis of the payments that have been made.

20 **Q. Let me ask you this: Has Grain Belt made**
21 **any payments to the landowners under the easement**
22 **agreement beyond the initial payment that was made?**

23 A. Yes.

24 **Q. So they're up to date, to the best of**
25 **your knowledge?**

1 A. They are up to date.

2 MR. AGATHEN: Judge, I'll offer
3 Exhibit 11 at this time.

4 MR. ZOBRIST: May I just inquire of
5 Mr. Detweiler?

6 JUDGE WOODRUFF: Sure.

7 MR. ZOBRIST: Are -- is the information
8 in here, because the landowner identity has been
9 redacted, is this confidential or is this all right to
10 go into the public record?

11 THE WITNESS: This is not confidential.

12 MR. ZOBRIST: All right. No objection,
13 Judge.

14 JUDGE WOODRUFF: All right. 11's been
15 offered. Hearing no objection, it will be received.

16 (Exhibit 11 was received into evidence.)

17 MR. AGATHEN: Thank you, Judge.

18 BY MR. AGATHEN:

19 **Q. On a different matter, Grain Belt once**
20 **had an option to purchase certain property in Ralls**
21 **County; is that correct?**

22 A. That's correct.

23 **Q. And the intent was to use that property**
24 **for Grain Belt's Ralls County converter station?**

25 A. The intent is still to use that property

1 for the converter station.

2 Q. Is it true that the option to purchase
3 that land has now expired without being exercised?

4 A. The extension negotiations are ongoing,
5 that is true.

6 Q. So it has expired?

7 A. Currently it has expired.

8 Q. On a different subject again, the
9 projected county property taxes which would be
10 collected if the line is built are based on the
11 assumption that the line would pass clear through
12 Missouri; is that correct?

13 A. I don't understand the question.

14 Q. Okay. Grain Belt has submitted evidence
15 that the counties would gain from the construction of
16 the line by personal property taxes being assessed on
17 the line; is that correct?

18 A. Yeah. There are taxes that would be
19 paid, both while the project is under construction and
20 while it's operating.

21 Q. And those numbers that were given, those
22 estimates were based on the assumption that the line
23 would pass clear through Missouri; is that correct?

24 A. Well, the amount due in any given county
25 would be based on the amount of property in that

1 county, regardless of the amount of property in any
2 other county.

3 Q. So if the -- if the line, for whatever
4 reason, is terminated at the Ralls County substation,
5 counties to the west -- excuse me, counties to the
6 east would not be given any of the personal property
7 taxes that were estimated for those counties; is that
8 correct?

9 MR. ZOBRIST: Well, let me object. I'm
10 not aware of any counties to the east of Ralls County
11 that are in the state of Missouri, so lack of
12 foundation. Are we talking Illinois counties?

13 MR. AGATHEN: No, let me rephrase.

14 JUDGE WOODRUFF: If you could clarify
15 your question, please.

16 BY MR. AGATHEN:

17 Q. Let me rephrase the questions. If the
18 line stops at the converter station in Ralls County,
19 meaning there's no further construction east of that
20 converter station, would the amount of personal
21 property -- excuse me, would the amount of the
22 property taxes to Ralls County decrease accordingly?

23 A. Hypothetically.

24 Q. Hypothetically, meaning that if --
25 basically the less that is spent on construction, the

1 less property taxes they will receive?

2 A. Hypothetically.

3 Q. Well, in actuality, isn't that the case?

4 A. It would seem to be logical.

5 Q. Thank you. Do you have any idea what the
6 loss in property tax revenue would be for Ralls County
7 if the converter station terminates -- if the line
8 terminates at the converter station there?

9 A. No. I haven't studied that.

10 Q. Have you had any discussions with anyone
11 from Invenergy about possibly re-routing the line so
12 as to shift the power to the southeastern part of the
13 country instead of to the converter station at the
14 Illinois/Indiana border?

15 MR. ZOBRIST: Judge, I object to this.
16 That -- this line of questioning now having to do with
17 the routing of the project does not have anything to
18 do with whether the transaction is detrimental to the
19 public interest and it's irrelevant.

20 JUDGE WOODRUFF: I'll overrule the
21 objection.

22 You can answer the question if you can.

23 THE WITNESS: The question was is the
24 project moving to the southeast. No.

25 BY MR. AGATHEN:

1 **Q. Have you had discussions about re-routing**
2 **it to the southeast?**

3 A. No.

4 MR. AGATHEN: On a different subject, I'm
5 going to distribute another document, Your Honor.

6 JUDGE WOODRUFF: Okay. This will be
7 Number 12.

8 (Exhibit 12 was marked for
9 identification.)

10 MR. AGATHEN: Your Honor, I'd ask that
11 the document just distributed be marked for
12 identification as Exhibit -- I think it's 12.

13 JUDGE WOODRUFF: It is 12, that is
14 correct.

15 BY MR. AGATHEN:

16 **Q. Mr. Detweiler, is Exhibit 12 -- do you**
17 **have a copy of what's been marked as Exhibit 12?**

18 A. I do. I just marked it Number 12 myself.

19 **Q. Are those, in fact, your answers to these**
20 **data requests?**

21 A. Yes.

22 **Q. And they involve questions dealing with a**
23 **cost-of-service analysis by Grain Belt for its**
24 **contracts with MJMEUC and Real-- Realty?**

25 A. Realty.

1 **Q. Realgy, R-e-a-l-g-y; is that correct?**

2 **A. Correct.**

3 MR. AGATHEN: Judge, I would ask that the
4 document marked as Exhibit 12 be offered into
5 evidence.

6 MR. ZOBRIST: Judge, I object. It's not
7 relevant to the transaction at hand, whether Grain
8 Belt Express should be acquired by Invenergy. This
9 deals with cost-of-service studies in regard to MJMEUC
10 and Realgy contracts. It was relevant in the CCN
11 case. It's not relevant to this case.

12 JUDGE WOODRUFF: Let me ask you,
13 Mr. Agathen, what is the relevance to this CCN case?

14 MR. AGATHEN: To this case, Your Honor?

15 JUDGE WOODRUFF: To this case, yes. I'm
16 sorry.

17 MR. AGATHEN: Part of our argument is
18 that Grain Belt is not a public utility, it's not an
19 electrical corporation. And if it were, there are
20 certain requirements imposed by the Missouri law about
21 how rates are to be set. And the general -- obviously
22 the general rule in Missouri is that you break your
23 customers into customers classes so that similarly
24 situated customers are going to generally receive the
25 same rate.

1 Our argument is that Grain Belt is not
2 doing that and, therefore, it adds to our argument
3 that they are not really an electrical corporation.

4 MR. ZOBRIST: Judge, it's been stated in
5 the application in the CCN case and found by this
6 Commission that Grain Belt Express will not be rate
7 regulated by the Missouri Public Service Commission.
8 Rather, because it is an interstate project and will
9 be selling electricity in the interstate market, the
10 wholesale market, that cost-of-service studies that
11 are typically done by investor-owned utilities that
12 are subject to the full jurisdiction of this
13 Commission are not relevant.

14 MR. AGATHEN: And that goes to our very
15 point, Your Honor, that they are not following the
16 same rules as electrical corporations.

17 MR. ZOBRIST: No.

18 JUDGE WOODRUFF: I'll overrule the
19 objection and allow the document to be received into
20 evidence.

21 MR. AGATHEN: Thank you, Judge.

22 (Exhibit 12 was received into evidence.)

23 BY MR. AGATHEN:

24 **Q. On a different subject again, you're**
25 **currently involved in a proceeding in Kansas where**

1 you're seeking that Commission's approval for the sale
2 of Grain Belt to Invenergy; is that correct?

3 A. Yes.

4 Q. What's the status of that proceeding?

5 A. That proceeding is still ongoing. There
6 is a evidentiary hearing scheduled for May the 9th.

7 Q. And is there a date set where the
8 Commission is to issue an order?

9 A. No.

10 Q. Have you had any discussions in the last
11 two months or so about whether Invenergy or Grain Belt
12 will seek to refile in Illinois for permission to
13 build the portion of the line in that state?

14 MR. ZOBRIST: Objection, not relevant to
15 this transaction, which deals with the acquisition of
16 Grain Belt Express by Invenergy Transmission.

17 JUDGE WOODRUFF: Overruled.

18 You can answer.

19 THE WITNESS: I'm sorry. Can you repeat
20 the question?

21 BY MR. AGATHEN:

22 Q. Have you had any discussions within the
23 last two months or so about whether Invenergy or Grain
24 Belt will seek to refile in Illinois for permission to
25 build the portion of the line in that state?

1 A. Yeah. We've had high-level discussions
2 about both the Indiana and Illinois processes --

3 **Q. And --**

4 A. -- regulatory processes.

5 **Q. And what are your present plans for**
6 **refiling or not refiling in Illinois?**

7 A. Invenergy's current plans are to complete
8 the merger -- the acquisition and -- and then after
9 that, proceed with Illinois.

10 **Q. Proceed with refiling in Illinois?**

11 A. Correct.

12 **Q. For approximately how long have you**
13 **worked with the former CEO of Clean Line, Mr. Michael**
14 **Skelly?**

15 A. You mean -- well, okay. So I knew --
16 I've known Michael Skelly since well before I joined
17 Clean Line. So are you asking how long I've known him
18 or --

19 **Q. How would you describe --**

20 A. Twenty -- twenty years I've known him.

21 **Q. Excuse me?**

22 A. I've known Michael Skelly for 20 years.

23 **Q. Okay. How would you describe his repu--**
24 **reputation as far as business acumen goes?**

25 A. I think Michael Skelly has the -- a very

1 high reputation for business acumen.

2 Q. And for honesty and integrity?

3 A. Yes.

4 MR. AGATHEN: Judge, for the record, I'm
5 handing a copy to the witness of transcript Volume 22
6 in this Commission's proceeding of December 18th,
7 2018.

8 JUDGE WOODRUFF: Okay.

9 MR. ZOBRIST: I didn't hear that. I'm
10 sorry. What was the date?

11 MR. AGATHEN: December 18, 2018, Volume
12 22. This would be in the remand proceedings, I
13 believe.

14 BY MR. AGATHEN:

15 Q. Handing you a copy of that transcript --
16 and first -- well, we're looking at page 1831. Right?

17 A. Correct.

18 Q. Which according to the index would be
19 cross-examination of Mr. Skelly?

20 A. Yeah. I mean you've handwritten
21 something in there.

22 Q. Right. But I mean that page would be
23 included --

24 A. Well, but that's subject to your han--

25 Q. No.

1 A. Yeah. Okay.

2 Q. So --

3 A. It's page 1831. You're just saying that
4 this page is Michael Skelly's testimony.

5 Q. Yes.

6 A. Yes.

7 Q. And I would ask you to read into the
8 record the three lines that I have highlighted from
9 page 1831, lines 16 through 19.

10 MR. ZOBRIST: And, Judge, I object to
11 that. From the brief view that I had of what
12 Mr. Agathen wants Mr. Detweiler to read, it was the
13 last sentence that is in a two-paragraph answer that
14 follows a two-paragraph question. And unless the
15 Commission and the record has the full question and
16 answer, it's -- it's unfair and it's potentially
17 misleading.

18 JUDGE WOODRUFF: Well, on redirect you'll
19 have an opportunity to present further evidence if
20 you -- if you wish to. So I'll overrule the
21 objection.

22 MR. ZOBRIST: Well, I -- I think it would
23 be fair, Judge, for at least the question to be
24 answered so that the Commission -- I mean to just have
25 him read one sentence and --

1 JUDGE WOODRUFF: Well, I -- I don't know
2 what the sentence is at this point.

3 MR. ZOBRIST: Okay.

4 JUDGE WOODRUFF: After we hear the
5 sentence, you can further object, if you wish.

6 MR. ZOBRIST: Okay.

7 THE WITNESS: So I'm to read the one
8 sentence?

9 JUDGE WOODRUFF: Yes.

10 THE WITNESS: And I am confident that we
11 will continue to have the resources to pursue this
12 project with or without Invenergy.

13 BY MR. AGATHEN:

14 Q. **With or without Invenergy?**

15 A. Correct.

16 MR. ZOBRIST: Judge, and I -- I move to
17 strike that one sentence out of about a five-sentence
18 answer. Because read in isolation, it
19 mischaracterizes what Mr. Skelly said about the role
20 of Clean Line and Grain Belt Express related to this
21 transaction that's before the Commission with regard
22 to Invenergy.

23 JUDGE WOODRUFF: All right.

24 MR. AGATHEN: Judge, they can certainly
25 make that argument in the briefs. I mean, the

1 Commission obviously has this document in its files
2 and can take notice of it.

3 MR. ZOBRIST: Well, I have no problem
4 with him asking the Commission to take official notice
5 of pages 1830 and 1831. But this is misleading
6 because he's taking one sentence out of an answer and
7 only letting you and the Commissioners hear this one
8 answer, which mischaracterizes the relationship of
9 Grain Belt Express and Invenergy.

10 JUDGE WOODRUFF: I certainly understand
11 your -- your concern about this and I want to make
12 sure that we get the full record into the case.

13 Mr. Agathen, would you have any objection
14 to the Commission taking administrative notice of the
15 entire question and answer?

16 MR. AGATHEN: I would not. And I object
17 to the characterization that this is somehow
18 misleading.

19 JUDGE WOODRUFF: Well, I'm not ruling on
20 the characterization at this point.

21 Does that satisfy your concerns,
22 Mr. Zobrist?

23 MR. ZOBRIST: Yes, Judge. It does.

24 JUDGE WOODRUFF: All right. That's what
25 we'll do then.

1 MR. AGATHEN: Thank you, Judge.

2 Judge, I just have a few more questions,
3 but they deal with documents that have been marked
4 confidential.

5 JUDGE WOODRUFF: Okay. Do we need to go
6 in-camera at this point then?

7 MR. AGATHEN: I do believe so, Your
8 Honor.

9 JUDGE WOODRUFF: All right. Mr. Zobrist,
10 I assume you -- you agree? Or do you know what
11 documents he's going to be --

12 MR. ZOBRIST: I assume -- well, I don't
13 know, but I trust Mr. Agathen, that if he feels he's
14 going to be dealing with confidential information,
15 that an in-camera session is appropriate.

16 JUDGE WOODRUFF: All right. At this
17 point then we will go in-camera. Hold on for just a
18 second. All right. If any-- anyone remains in the
19 room who needs to leave, please do so. Looks like
20 we've got a stream of people leaving, so.

21 (REPORTER'S NOTE: At this time, an
22 in-camera session was held contained in volume 3,
23 pages 70 through 74.)

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1 JUDGE WOODRUFF: All right. We're back
2 in regular session. And while we were in-camera,
3 Mr. Agathen concluded his cross-examination. So we'll
4 move up here to the Bench for questions from the
5 Commissioners beginning with Commissioner Kenney. No
6 questions?

7 COMMISSIONER KENNEY: No.

8 JUDGE WOODRUFF: All right. Commissioner
9 Hall?

10 COMMISSIONER HALL: No questions. Thank
11 you.

12 JUDGE WOODRUFF: Commissioner Rupp?

13 COMMISSIONER RUPP: None for me.

14 JUDGE WOODRUFF: Commissioner Coleman?

15 COMMISSIONER COLEMAN: No questions.

16 JUDGE WOODRUFF: Okay. No questions from
17 the Bench so no need for recross. Any redirect?

18 MR. ZOBRIST: Just briefly, Your Honor.

19 REDIRECT EXAMINATION BY MR. ZOBRIST:

20 Q. Do you have Exhibit 13-C in front of you?

21 A. Yes, I do.

22 MR. ZOBRIST: And, Judge, my questions
23 will not relate to any of the specific dollar matters
24 there but rather to the title, so I think we don't
25 need to go into in-camera session for that.

1 BY MR. ZOBRIST:

2 Q. You were speaking quickly at one point
3 and describing current assets. What do current assets
4 consist of?

5 A. Cash and cash equivalents.

6 Q. And on the second line, property and
7 equipment net, what type of property and equipment are
8 we speaking of there?

9 A. That would be easement properties and
10 that sort of thing.

11 Q. Okay. And -- and those have been valued
12 in this balance sheet; is that correct?

13 A. That's correct.

14 Q. Okay. Does Grain Belt Express consider
15 its 39 easements to be an interest in real property?

16 MR. AGATHEN: Objection, Your Honor.
17 That calls for a legal conclusion.

18 MR. ZOBRIST: Well, I --

19 JUDGE WOODRUFF: I'll overrule the
20 objection.

21 THE WITNESS: Yes.

22 BY MR. ZOBRIST:

23 Q. And why?

24 A. Because the easements are active and in
25 effect.

1 Q. Okay. Now, Mr. Agathen asked you about
2 the fact that the easements do not include the
3 Missouri Landowner Protocol that this Commission has
4 ordered to be incorporated into these easements. Do
5 you recall that?

6 A. Yes.

7 Q. Okay. How does Grain Belt Express intend
8 to comply with that condition?

9 A. Grain Belt Express will incorporate, by
10 reference, the Agricultural Protocol into future
11 easements moving forward.

12 Q. You were asked a question about the
13 Kansas Corporation acquisition docket; is that
14 correct?

15 A. Yes.

16 Q. Okay. Is there a date for an order on
17 when the Kansas Commission's expected to act on the
18 acquisition?

19 A. There's no firm date by rule, but we're
20 anticipating a decision in June.

21 MR. ZOBRIST: Judge, that's all I have.
22 Thank you.

23 JUDGE WOODRUFF: Thank you.

24 And Mr. Detweiler, you can step down.

25 THE WITNESS: Thank you.

1 JUDGE WOODRUFF: Call your next witness.

2 MS. CALLENBACH: Thank you, Judge.

3 Invenergy calls Andrea Hoffman. And, Judge, may I
4 have permission to examine the witness from a seated
5 position?

6 JUDGE WOODRUFF: That's fine.

7 MS. CALLENBACH: Thank you.

8 JUDGE WOODRUFF: Good morning.

9 THE WITNESS: Morning.

10 (Witness sworn.)

11 JUDGE WOODRUFF: Thank you. You may
12 inquire.

13 ANDREA HOFFMAN, being first duly sworn, testified as
14 follows:

15 DIRECT EXAMINATION BY MS. CALLENBACH:

16 Q. Good morning.

17 A. Good morning.

18 Q. Would you please state your name, please?

19 A. Andrea Hoffman.

20 Q. And by whom are you employed and in what
21 capacity?

22 A. I work for Invenergy LLC, and I'm a
23 senior vice president of financial operations.

24 Q. Thank you. Are you the same Andrea
25 Hoffman who filed Direct Testimony on February 1st,

1 2019?

2 A. Yes.

3 Q. And would you accept, subject to check,
4 that that testimony has now been marked as Exhibit 2
5 in this proceeding?

6 A. Yes.

7 Q. And your Direct Testimony consisted of
8 11 pages of questions and answers with one schedule,
9 that schedule being your CV; is that correct?

10 A. Yes.

11 Q. Were those -- that testimony and that CV
12 prepared by you or under your direction?

13 A. Yes.

14 Q. Do you have any corrections to your
15 testimony at this time?

16 A. I do not.

17 Q. Thank you. If you were asked the same
18 questions today, would your answers remain the same?

19 A. Yes.

20 MS. CALLENBACH: Your Honor, I'd move to
21 place the testimony into the record and I would tender
22 the witness for cross-examination.

23 JUDGE WOODRUFF: Exhibit 2 has been
24 offered. Any objections to its receipt?

25 Hearing none, it will be received.

1 (Exhibit 2 was received into evidence.)

2 JUDGE WOODRUFF: For cross-examination
3 then, we begin with Renew Missouri.

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

5 JUDGE WOODRUFF: MJMEUC?

6 MR. HEALY: No questions, Judge.

7 JUDGE WOODRUFF: Staff?

8 MR. JOHNSON: No questions. Thank you,
9 Judge.

10 JUDGE WOODRUFF: Public Counsel will be
11 next; they're not in the room.

12 The landowners.

13 MR. AGATHEN: Thank you, Judge.

14 CROSS-EXAMINATION BY MR. AGATHEN:

15 Q. Morning, Ms. Hoffman.

16 A. Morning.

17 Q. Would you turn, please, to page 4 of your
18 Direct Testimony. Are you there?

19 A. I am.

20 Q. Beginning at line 21 and carrying over to
21 page -- or the next page, I guess 5, you state that
22 Invenergy's cash balance was about 6 times greater
23 than that of Clean Line and that the book value of
24 Invenergy's equity was more than 20 times greater than
25 Clean Line's. Is that essentially correct?

1 A. Yeah. I state that Staff -- sorry, as
2 the Staff of the Commission recently noted, that
3 Invenergy's cash balance was 6 times greater as of
4 December 1st, 2017 compared to Clean Line's cash
5 balance. And then they also stated that Invenergy's
6 members equity was more than 20 times greater than
7 Clean Line's equity.

8 **Q. What significance do you place on the**
9 **fact that Invenergy was so much larger than Clean Line**
10 **based on these financial indicators?**

11 A. So we have greater financial strength
12 compared to Clean Line.

13 **Q. Based on the larger numbers?**

14 A. Based on the larger numbers.

15 **Q. Are you aware of the fact that one of the**
16 **Clean Line's primary investors is National Grid?**

17 A. I recently became aware that one of the
18 Clean Line's investors is National Grid.

19 **Q. And National Grid is one of the largest**
20 **investor-owned energy companies in the world, is it**
21 **not?**

22 A. Yes. It is a large transmission company.

23 **Q. Specializes in transmission?**

24 A. Correct.

25 **Q. Are you aware of the fact that as an**

1 investor, National Grid also committed that it would
2 continue to make its construction management resources
3 available to aid the Grain Belt project whenever
4 necessary?

5 A. I'm not aware of that commitment.

6 Q. The evidence in the CCN case shows that
7 National Grid had approximately 75 billion in assets.
8 And that's the Direct Testimony of Mr. Skelly, page
9 20, EFIS 35.

10 In comparison, according to your
11 testimony at page 4, line 15, Invenergy has about
12 9 billion in assets; is that correct?

13 MS. CALLENBACH: Judge, I'm going to
14 object to this line of questioning. National Grid is
15 not one of the joint applicants in this proceeding so
16 I'm not unclear at this time why National Grid's
17 financial details are of any relevance to the
18 proceeding.

19 JUDGE WOODRUFF: Your response?

20 MR. AGATHEN: Yes, Judge. If the sale is
21 not completed as they are asking the Commission
22 permission for here, then it reverts back to the
23 status presumably as it was prior to that time, which
24 leaves National Grid as one of the primary investors
25 with huge amounts of money available. And according

1 to the witness, that comparison of assets available by
2 National Grid, vis-a-vis Invenergy, is relevant to the
3 capability to complete the project.

4 JUDGE WOODRUFF: I'll -- I'll overrule
5 the objection.

6 And you can answer the question if you
7 can.

8 THE WITNESS: Would you mind restating
9 the question?

10 BY MR. AGATHEN:

11 Q. The evidence in the CCN case shows that
12 Grain Belt has approximately 75 billion in assets.
13 And in comparison, according to your testimony,
14 Invenergy has about 9 billion in assets; is that
15 correct?

16 A. Well, no. Invenergy has 9 billion in
17 total assets. I think you're saying -- you're saying
18 Grain Belt has 75 billion in assets, which is not
19 correct.

20 Q. I'm sorry. National Grid.

21 A. I'm not familiar with National Grid's
22 financial statements, so.

23 Q. Assuming that is correct --

24 A. Okay.

25 Q. -- Invenergy has about 12 percent of the

1 **assets of National Grid; is that correct?**

2 A. Rough-- if 75 billion is correct, yes, we
3 have less than 75 billion. We have 9 billion in
4 assets.

5 Q. And the evidence from the 2016 CCN case
6 also shows that National Grid has approximately
7 22 billion in annual revenues. How does that figure
8 compare to Invenergy Company's?

9 A. We have less than 22 billion in annual
10 revenues. We, Invenergy.

11 Q. Considerably less?

12 A. Yes.

13 Q. And the energy -- the evidence from the
14 2014 case also shows that National Grid has at least
15 8,600 miles of high-voltage transmission in this
16 country alone. And in comparison, Invenergy has
17 constructed only about 400 miles of transmission
18 lines; is that correct?

19 A. Invenergy has constructed around
20 414 miles of transmission lines -- high-voltage
21 transmission lines.

22 Q. So that amounts to about one-half the
23 length of the proposed Grain Belt line. Correct?

24 MS. CALLENBACH: Judge, excuse me. I'm
25 going to also object to this line of questioning.

1 The -- National Grid, again, is not an applicant in
2 this case. Mr. Agathen is -- is free to draw whatever
3 conclusions and comparisons that he would like to
4 draw. This witness has stated she's not familiar with
5 National Grid's financials. And Mr. Agathen can make
6 whatever arguments he would like in his brief.

7 JUDGE WOODRUFF: Well, I'm going to
8 overrule the objection because the questions that are
9 being asked are about what Invenergy has -- has done
10 at this point. If there are future questions that are
11 improper, you can renew your objection, but this
12 question is not objectionable.

13 MS. CALLENBACH: Thank you.

14 JUDGE WOODRUFF: You can go ahead and
15 answer that question.

16 BY MR. AGATHEN:

17 Q. Do you recall the question?

18 A. Would you mind restating it?

19 Q. The total miles of transmission lines
20 that Invenergy has built amount to only about one-half
21 the length of the proposed Grain Belt line; is that
22 correct?

23 A. The -- yeah, approx-- well, fo-- we've
24 built 414 miles. Grain Belt line is 780.

25 Q. Could you turn to page 7 of your Direct

1 Testimony?

2 A. Okay.

3 Q. Beginning at line 12, you state that it
4 will be necessary for Invenergy to enter into
5 long-term transmission contracts with its transmission
6 customers prior to securing financial commitments for
7 the project; is that correct?

8 A. That's correct.

9 Q. Can you briefly explain why that is so?

10 A. For our financing parties to commit to
11 financing the project, they need to see that we are --
12 we have contracted revenue for the project that
13 supports the repayment of the financing.

14 Q. And you state that Grain Belt's contract
15 with MJMEUC is an example of such a contract; is that
16 correct?

17 A. That's correct.

18 Q. Have you ever secured long-term financial
19 commitments from lenders on the basis of contracts
20 where the buyer is allowed to opt out completely
21 before the construction of the facility begins?

22 MR. HEALY: Judge, I want to object to
23 that characterization of our contract. It contains no
24 such opt out.

25 BY MR. AGATHEN:

1 **Q. Well, that it can buy up zero megawatts**
2 **of capacity if it so chooses?**

3 MR. HEALY: And I'm going to object again
4 to misstating the evidence. The evidence in the
5 record shows we've already committed to capacity.

6 THE WITNESS: I'm not familiar with the
7 contract you're speaking of, so -- and I'm not
8 familiar with an opt out.

9 BY MR. AGATHEN:

10 **Q. Have you ever heard of a situation where**
11 **construction financing loans are backed completely by**
12 **contracts where the buyer can opt out before**
13 **construction?**

14 A. I'm not familiar with that.

15 **Q. On a different subject, Invenergy and**
16 **Grain Belt are in the process of seeking approval of**
17 **the sale from the Kansas Commission; is that right?**

18 A. Yes.

19 **Q. And you're testifying in that case as**
20 **well?**

21 A. Yes.

22 **Q. Is it true that the Staff of the Kansas**
23 **Commission has proposed that certain conditions be**
24 **imposed by the Kansas Commission if it does approve**
25 **the sale?**

1 A. There are conditions that Kansas has
2 proposed.

3 Q. And one of those is as follows, correct:
4 That Invenergy must explicitly recognize that
5 Invenergy Investment is ultimately responsible for
6 maintaining the financial integrity of Grain Belt and
7 its holding company, Invenergy Transmission, and
8 commit to providing the necessary capital injections
9 needed to maintain the financial integrity of these
10 entities. Is that generally correct?

11 MS. CALLENBACH: Judge, I'm going to
12 object to this on the basis of relevance. What Kansas
13 Staff has proposed in -- in their testimony is not
14 relevant to the acquisition pending in Missouri before
15 the Commission today.

16 JUDGE WOODRUFF: I'll overrule the
17 objection.

18 You can answer.

19 THE WITNESS: There are conversations
20 with Staff regarding some proposed --

21 BY MR. AGATHEN:

22 Q. Well, first, if you'd answer the
23 question.

24 A. Sorry.

25 Q. Is that the -- one of the conditions that

1 **Staff has recommended?**

2 A. That's a condition that the Staff has
3 proposed.

4 Q. Thank you. You may go on.

5 A. We're having conversations on their
6 proposal.

7 Q. Thank you. Is it true that Invenergy is
8 opposing the condition as written there by the Kansas
9 Staff?

10 MS. CALLENBACH: Judge, again, another
11 objection. The -- the status in Kansas is we are
12 currently engaged in ongoing settlement negotiations
13 with the Kansas Staff. And I don't think it's
14 appropriate for the witness to discuss the status of
15 settlement negotiations at this time.

16 JUDGE WOODRUFF: I'll sustain that
17 objection.

18 MR. AGATHEN: Judge, I just have one or
19 two questions dealing with documents that have been
20 marked by Invenergy as highly confidential.

21 JUDGE WOODRUFF: All right. We'll go
22 back in-camera then.

23 MR. AGATHEN: I would mention they're
24 marked as highly confidential and subject to the
25 protective order.

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JUDGE WOODRUFF: Okay.

(REPORTER'S NOTE: At this time, an
in-camera session was held contained in Volume 3,
pages 91 through 94.)

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1 JUDGE WOODRUFF: And that concluded your
2 cross-examination then?

3 MR. AGATHEN: It does, Judge.

4 JUDGE WOODRUFF: Thank you. And then
5 we'll go to questions from the Bench.

6 COMMISSIONER KENNEY: No questions.

7 COMMISSIONER HALL: No questions. Thank
8 you.

9 COMMISSIONER RUPP: None for me.

10 COMMISSIONER COLEMAN: No questions.

11 JUDGE WOODRUFF: So no questions from the
12 Bench. No recross. Any redirect?

13 MS. CALLENBACH: Yes, Judge. Thank you.
14 Just briefly.

15 REDIRECT EXAMINATION BY MS. CALLENBACH:

16 Q. Ms. Hoffman, Mr. Agathen asked you a
17 series of questions regarding National Grid. And
18 specifically asked a question that noted that if this
19 acquisition is not approved by the Commission, that
20 the status will likely, he said, revert back to
21 National Grid as the primary investor. Do you recall
22 that line of questioning?

23 A. Sorry. I don't recall that specific
24 question, but I do know there were questions about
25 National Grid.

1 Q. Okay. Thank you. Do you have any
2 personal knowledge of whether -- if this transaction
3 is not approved, whether National Grid would, in
4 fact --

5 A. I don't have any knowledge of that.

6 Q. Thank you. Mr. Agathen just also asked
7 you a question about your response to Data Request
8 AH-10.

9 MS. CALLENBACH: And, Your Honor, that
10 did involve confidential information, but -- actually,
11 excuse me. It did not.

12 BY MS. CALLENBACH:

13 Q. AH-10, the question was whether any
14 Invenergy company has had the lead in security
15 construction loans or permanent financing for
16 transmission line and related equipment. Do you
17 recall that question?

18 A. Yes.

19 Q. And your response that you read into the
20 record was if the answer to the proceeding -- No. To
21 date, Invenergy has only financed transmission in
22 conjunction with generating facilities.

23 Is there any difference, in your opinion
24 based on your experience, the difference between
25 securing financing for transmission connected to

1 **generation or any other financing?**

2 A. No. I mean there are technology
3 differences, but the financing process is the same.

4 **Q. Thank you. I have nothing further on**
5 **redirect.**

6 JUDGE WOODRUFF: All right. Ms. Hoffman,
7 you can step down

8 THE WITNESS: Thank you.

9 JUDGE WOODRUFF: Go ahead and call your
10 next witness.

11 MR. SCHULTE: The Joint Applicants call
12 Kris Zadlo. With your permission, Judge, I'll ask my
13 questions from a seated position as well.

14 JUDGE WOODRUFF: That's fine. I'll swear
15 you in first.

16 (Witness sworn.)

17 JUDGE WOODRUFF: Thank you. You may
18 inquire.

19 KRIS ZADLO, being first duly sworn, testified as
20 follows:

21 DIRECT EXAMINATION BY MR. SCHULTE:

22 **Q. Good morning. Please state your name and**
23 **business address for the record, please.**

24 A. Sure. My name is Kris Zadlo. Business
25 address is 1 South Wacker, Suite 1800, Chicago,

1 Illinois.

2 Q. And by whom are you employed and in what
3 capacity?

4 A. I'm employed by Invenergy as a senior
5 vice president.

6 Q. And are you the same Kris Zadlo who filed
7 Direct Testimony in this proceeding on February 1st,
8 2019 and Surrebuttal testimony on April 3rd, 2019?

9 A. Yes.

10 Q. And was that testimony prepared by you or
11 under your direction?

12 A. Yes.

13 Q. And your Direct Testimony consists of
14 15 pages of questions and answers and 3 schedules?

15 A. Correct.

16 Q. And your surrebuttal consists of four
17 pages of questions and answers?

18 A. Correct.

19 Q. And I'll represent to you that those have
20 been marked as Exhibits 3 and 4. Do you have any
21 corrections to those pieces of testimony?

22 A. No, I do not.

23 Q. And if you were asked the same questions
24 today, would your answers be substantially the same?

25 A. Yes.

1 MR. SCHULTE: With that, we move to place
2 the Direct Testimony and Surrebuttal Testimony of
3 Mr. Zadlo, Exhibits Number 3 and 4, into the record.

4 JUDGE WOODRUFF: Three and four have been
5 offered. Any objections to their receipt?

6 Hearing none, they will be received.

7 (Exhibits 3 and 4 were received into
8 evidence.)

9 MR. SCHULTE: We tender this witness for
10 cross-examination.

11 JUDGE WOODRUFF: Okay. For
12 cross-examination we begin with Renew Missouri.

13 MR. OPITZ: No, thank you Judge.

14 JUDGE WOODRUFF: For MJMEUC?

15 MR. HEALY: No questions, Your Honor.

16 JUDGE WOODRUFF: Staff?

17 MR. JOHNSON: No questions. Thank you,
18 Judge.

19 JUDGE WOODRUFF: Public Counsel is not in
20 the room. For the Landowners.

21 MR. AGATHEN: Thank you, Judge.

22 CROSS-EXAMINATION BY MR. AGATHEN:

23 Q. Morning, Mr. Zadlo.

24 A. Good morning.

25 Q. what assets will Invenergy be acquiring

1 **if you're allowed to purchase Grain Belt Express?**

2 A. We'll be acquiring the Grain Belt
3 development assets.

4 **Q. Which are what, in general?**

5 A. It's the permits and all the work
6 associated with engineering design.

7 **Q. So it's basically paperwork?**

8 A. It's significant engineering work.

9 **Q. On paper?**

10 A. It's engineering work.

11 **Q. On paper?**

12 A. Yes.

13 **Q. Thank you.**

14 A. And -- and the leases associated with it.

15 **Q. The easements we're talking about?**

16 A. Yes. Correct. The 39 easements. And I
17 think there might be easements in Indiana, as well as
18 in Kansas, that are still active.

19 **Q. As of today, is it fair to say that none**
20 **of those assets you're talking about are necessary or**
21 **useful in currently supplying electric service to the**
22 **public by Grain Belt?**

23 A. They're assets that are going to be
24 needed for Grain Belt.

25 **Q. In the future?**

1 A. Correct.

2 Q. On a different subject, is it fair to say
3 that Invenergy has built its core competencies around
4 the operation and maintenance of power plants as
5 opposed to transmission lines?

6 A. I would say our core competency is to
7 manage utility assets.

8 Q. Do you have your testimony in front of
9 you, your direct?

10 A. Yes, I do.

11 Q. Could you turn to page 7, line 7 -- line
12 17?

13 A. Uh-huh.

14 Q. Could you read that into the record?

15 A. Invenergy rou-- routinely develops
16 projects with a view toward long-term ownership,
17 performance, profitability, and operations.

18 Q. I'm sorry. I gave you the wrong cite.

19 COMMISSIONER KENNEY: Hey, Judge. Speed
20 this along. What line did he ask him to read?

21 JUDGE WOODRUFF: He's -- you're looking
22 for another line now at this point?

23 COMMISSIONER KENNEY: Wasn't it line 16?
24 Didn't you ask for line 17?

25 MR. AGATHEN: I did.

1 COMMISSIONER KENNEY: The one that starts
2 on line 17? He read the one that started on line 16.
3 why don't you read the one that starts on line 17? I
4 think you'll get your answer.

5 THE WITNESS: Invenergy has built its
6 core competencies around power plant operations and
7 maintenance.

8 MR. AGATHEN: Thank you. Thank you,
9 Commissioner.

10 COMMISSIONER KENNEY: Uh-huh.

11 BY MR. AGATHEN:

12 **Q. Invenergy has built more than 20,000**
13 **megawatts of generation and storage facilities. Is**
14 **that about right?**

15 A. It's about right.

16 **Q. Or roughly five times the capacity of the**
17 **generation which will supply the Grain Belt line?**

18 A. Correct.

19 **Q. But Invenergy has built only about**
20 **390 miles of high-voltage transmission lines; is**
21 **that correct?**

22 A. That's correct.

23 **Q. Or only about one-half the mileage which**
24 **will be needed for the Grain Belt project; is that**
25 **correct?**

1 A. So it doesn't matter if it's 1 mile or
2 800 miles. It's the same standards to operate and
3 maintain a high-voltage transmission line.

4 **Q. So the answer is yes?**

5 A. It's more than half.

6 **Q. Is it more difficult to finance and
7 construct a larger line, the type and nature of the
8 Grain Belt line, as opposed to a tie-gen line from a
9 generation facility to the -- to the grid?**

10 A. Not necessarily. I mean you have the
11 same complexities and difficulties of -- of designing
12 the line and obtaining right-of-way.

13 **Q. But you also have to obtain a much larger
14 sum of construction financing, do you not?**

15 A. That's correct.

16 **Q. Do you have your response handy to our
17 Data Request Number KZ-18?**

18 A. I have no responses with me. Just my
19 testimony.

20 **Q. Mr. Zadlo, I'm handing you a copy of a
21 document entitled Responses to Show Me Concerned
22 Landowners' First Set of Data Requests to Kris Zadlo
23 and ask you if you're familiar with that document?**

24 A. Yes. This looks like my responses.

25 **Q. Referring to KZ-18 -- Data Request KZ-18,**

1 one of the questions we asked was the approximate
2 number of lines included in your total number of
3 transmission lines, which are gen-tie lines connecting
4 a generating facility to the bulk transmission grid;
5 is that correct?

6 A. That's correct.

7 Q. That was subpart F?

8 A. F is on the next page. Right? Uh-huh.

9 Q. Excuse me. Subpart D is what that
10 question referred to?

11 A. That's correct.

12 Q. And could you read your response on the
13 next page?

14 A. Since the date --

15 Q. Excuse me. Just to the subpart that
16 we're talking about.

17 A. All of them.

18 Q. That's the response, All of them?

19 A. What's the question again?

20 Q. Is your response to subpart D, quote, All
21 of them?

22 A. All of them, yes.

23 Q. On a different subject, could you turn,
24 please, to page 11 of your Direct Testimony?

25 A. Uh-huh.

1 Q. At lines 18 to 21, you discuss the
2 savings which MJMEUC will allegedly receive from
3 construction of the Grain Belt project; is that
4 correct?

5 A. That's correct.

6 Q. Is it true that the rates to be paid by
7 MJMEUC to Grain Belt are below the cost of providing
8 that transmission service?

9 A. That's correct. Because they got the
10 advantage of being a first market mover on -- on the
11 facility.

12 Q. And are those rates likely well below
13 what Invenergy will charge for Kansas to Missouri
14 service for the remaining 250 megawatts or so that it
15 has available?

16 A. They will be lower.

17 Q. Why do you --

18 A. So -- so MJMEUC's rates are lower.

19 Q. Right. And you'll be expecting to
20 recover your costs when you sell the remaining 250
21 megawatts?

22 A. That's correct.

23 Q. Have you spoken to people at Grain Belt
24 about why MJMEUC was given such a steeply discounted
25 rate for capacity?

1 A. No. We haven't specifically spoken about
2 the details of how this transaction came about with
3 Grain Belt.

4 Q. I'm not looking for the details really,
5 but the philosophy behind offering them such a steeply
6 discounted rate.

7 A. We haven't talked about the philosophy or
8 the details.

9 Q. Thank you. The contract with MJMEUC
10 resulted from bilateral negotiations between MJMEUC
11 and Grain Belt. Correct?

12 A. That's my --

13 MR. HEALY: Judge, I'm going to object at
14 this time. There's a Joint Defense Agreement in place
15 between MJMEUC and Grain Belt and some of this is
16 attorney/client privilege.

17 JUDGE WOODRUFF: I'll sustain the
18 objection in principle. If you want to object to
19 specific questions as they're asked, I'm not sure
20 what -- the question wasn't necessarily objectionable,
21 but --

22 MR. HEALY: I think the question was
23 going to lead to answers that may have been. So I'm
24 making the objection for the record and I'll repeat
25 the objection if it becomes clear.

1 JUDGE WOODRUFF: All right. Thank you.

2 MR. AGATHEN: I'll withdraw that one.

3 JUDGE WOODRUFF: All right.

4 BY MR. AGATHEN:

5 Q. If the sale is approved, Invenergy will
6 have the ability under FERC regulations to negotiate
7 individual rates with individual customers. Correct?

8 A. That ability to negotiate those rates is
9 not unfeathered. It's -- the criteria is established
10 by the Federal Energy Regulatory Commission order
11 surrounding how those negotiations need to take place.

12 Q. So what's the answer to the question?

13 A. Subject to FERC's order, that is how
14 we're allowed to negotiate rates.

15 Q. At some point, will Invenergy be required
16 to file an Open Access Transmission Tariff for the
17 FERC for the regulation of rates on the Grain Belt
18 line?

19 A. Yes.

20 Q. At what point in the process do you file
21 that tariff, that Open Access Tariff?

22 A. That Open Access Tariff needs to be filed
23 before operations.

24 Q. So up to that point, you can negotiate
25 rates; after that, you can't?

1 A. No. You can al-- you can negotiate rates
2 before and after operations.

3 Q. Okay. So you can negotiate rates for the
4 full capacity of the line?

5 A. You can only negotiate rates per the FERC
6 established order. We don't have unfeathered ability
7 to negotiate rates. We have to negotiate them in the
8 parameters that FERC ordered.

9 Q. But the question was, if you remember,
10 will you be allowed to negotiate rates for the full
11 amount of the capacity on the Grain Belt line?

12 A. Per the criteria that FERC established,
13 yes.

14 Q. Thank you. Do you have any present plans
15 to build additional high-voltage transmission lines in
16 Missouri other than the Grain Belt project?

17 A. None at this time.

18 Q. Do you have any present plans to upgrade
19 the additional Grain Belt project so that it could
20 deliver more than approximately 5,000 megawatts of
21 power to Missouri?

22 A. Not at this time.

23 Q. So at this time, based on your present
24 plans, if you sell the 500 megawatts to be delivered
25 in Missouri, that would leave no additional capacity

1 for other customers of the state for
2 Kansas-to-Missouri service; is that correct?

3 A. No, that's not correct. I mean if there
4 is interest -- and we're hoping there will be greater
5 interest -- we would -- we would look and upgrade the
6 converter station in Missouri to handle more
7 megawatts.

8 Q. What would be the cost of doing that?

9 A. So the cost --

10 Q. Of the upgrade.

11 A. It depends how many -- it's all
12 speculative depending on the megawatts.

13 Q. And you would have to get permission
14 from --

15 A. The Commission, yes.

16 Q. The Commission as well as from the RTO
17 involved?

18 A. Correct.

19 Q. So you haven't looked into that at the
20 present time?

21 A. What do you mean by looked at?

22 Q. Have you any specific plans to make that
23 upgrade?

24 A. Well, we haven't submitted -- we're in
25 the process of submitting interconnection requests to

1 the Midwest ISO. Right? So -- so --

2 Q. For -- for what?

3 A. For the converter station in Missouri.

4 Q. For the 500 megawatts?

5 A. Yes.

6 Q. That's the only plan you have at this
7 point?

8 A. Well, our plan right now is to acquire
9 the project, and then we'll potentially look into
10 upsizing the converter station in Missouri.

11 Q. So it may or may not be upsized?

12 A. We're hoping to upsize it, yes.

13 Q. Depending upon?

14 A. Interest. Customer interest in Missouri.

15 Q. Have you seen or heard recent statements
16 from representatives of Invenergy to the effect that
17 despite this Commission's grant of the CNN [sic], it's
18 still premature to discuss the construction timeline
19 for the Grain Belt project?

20 A. I'm not certain what -- what executives
21 you're referring to or what statements you're
22 referring to.

23 Q. Mr. Zadlo, I'm going to hand you a copy
24 of a document which purports to be a publication in
25 which the first paragraph states as follows: It is,

1 quote, premature, end quote, to discuss a construction
2 timeline for the proposed 4 gigawatt, 2.3 billion
3 Grain Belt Express Wind Power Transmission project in
4 the US -- in the US Midwest despite the recent green
5 light from Missouri, developer Invenergy tells
6 Recharge.

7 Are you familiar with that statement or
8 statements similar to that?

9 A. Generally familiar.

10 Q. Thank you.

11 MR. SCHULTE: Is that going to be marked
12 as an exhibit?

13 MR. AGATHEN: No.

14 MR. SCHULTE: Could -- could I ask the --
15 could I ask Mr. Agathen to give the witness the
16 opportunity to review the article --

17 MR. AGATHEN: Certainly.

18 MR. SCHULTE: -- in its entirety?

19 Thanks.

20 BY MR. AGATHEN:

21 Q. It's about a two-page article; is that
22 correct?

23 A. That's correct. Thank you.

24 Q. You've now returned the article to me?

25 A. Yes.

1 **Q. On a different subject, within the past**
2 **two months or so, have you had any discussions with**
3 **others at Invenergy about the possibility of changing**
4 **the route of the line in Missouri?**

5 A. Not changing the route, no.

6 **Q. That seems to be qualifying something.**
7 **Have you had discussions dealing with a different plan**
8 **for the line?**

9 A. We've discussed a lot of plans for the
10 line.

11 **Q. Is there anything that would affect, in**
12 **any significant way, the plan which has been submitted**
13 **to the Commission for the construction of the Grain**
14 **Belt line?**

15 A. If -- if we move forward about any plans
16 that deviated from the CCN order, we would have to
17 come back to the Commission.

18 **Q. Right. But do you have any such plans in**
19 **mind at --**

20 A. We have a lot of contingency plans in
21 mind right now.

22 **Q. Contingencies for what?**

23 A. For if, you know --

24 MR. HEALY: Judge, I'm going to object
25 again. if this calls for anything under the Joint

1 Defense Agreement between MJMEUC and Grain Belt, that
2 is privileged as to this answer.

3 JUDGE WOODRUFF: Keep that in mind as you
4 answer.

5 THE WITNESS: So, you know, the
6 development process is very dynamic. There's a lot of
7 things that happen during the development process so
8 you have to be nimble and you have to take -- have
9 con-- contingency plans in order to successfully
10 develop a project. It never works singularly.

11 BY MR. AGATHEN:

12 Q. Sure. I understand that. What major
13 contingencies are you looking at?

14 A. We're looking at the, you know, sighting
15 of the converter stations.

16 Q. Anything else?

17 A. No.

18 Q. That's the only --

19 A. Well, the size and the location of the
20 converter stations in Missouri. There's also the
21 Illinois piece of the transaction as well.

22 Q. Are you familiar with testimony from the
23 2014 CCN case dealing with the difficulty and cost of
24 upgrading the Missouri converter station?

25 A. No, I'm not familiar with that testimony.

1 **Q. Can you very briefly describe what**
2 **Invenergy's Wind Catcher site is and what its status**
3 **is at this point?**

4 A. So Wind Catcher was a 2,000 megawatt wind
5 project that was being sold to American Electric
6 Power.

7 **Q. Has Invenergy discussed the possibility**
8 **of developing this site for wind farms?**

9 A. We're -- we're constantly in the process
10 of selling that project.

11 **Q. And this project, in particular?**

12 A. So again, the Wind Catcher project is in
13 the Panhandle of Oklahoma and it was contracted by
14 American Electric Power who failed to receive
15 Commission approval to purchase the project.

16 **Q. And my question is, have you looked into**
17 **developing that project?**

18 A. Well, we are developing that project.

19 **Q. Okay.**

20 A. I don't understand.

21 **Q. What's the status of it at this point?**

22 A. It's still in development, active
23 development.

24 **Q. Development meaning what?**

25 A. Meaning that we have active land

1 easements for the installation of generators, wind
2 turbines specifically, and we're looking for
3 off-takers for the facility.

4 Q. And is that site about one hundred miles
5 from the proposed Grain Belt converter station in
6 Kansas, approximately?

7 A. Approximately.

8 Q. Have you discussed internally the
9 possibility of connecting wind generation at the Wind
10 Catcher site with the Kansas converter station of the
11 Grain Belt line?

12 A. Not really.

13 Q. Not really, meaning no?

14 A. So I mean there is a possibility that an
15 affiliate may want to purchase capacity on Grain Belt.

16 Q. An affiliate of whom?

17 A. An affiliate of Invenergy.

18 Q. And would you have any objections if they
19 wanted to do that?

20 A. So affiliate transactions go through a
21 very strict and higher standard at the Federal Energy
22 Regulatory Commission. So I think it is not up to
23 Grain Belt who participates on the line during an open
24 season. Right? There's specific criteria.

25 There's a four-factor test that -- the

1 rates on Grain Belt have to be just and reasonable,
2 they have to happen in a non-discriminatory manner,
3 there can be no preferential manner, and they -- the
4 line needs to be operated by an RTO or ISO.

5 So to the extent that there's an
6 affiliate transaction, that's going to be highly
7 scrutinized by the Federal Energy Regulatory
8 Commission. But there is no prohibition for an
9 affiliate from participating on the line.

10 Q. And you would have no objection to that
11 affiliate connecting the wind power from that site to
12 the Grain Belt line?

13 MR. SCHULTE: Objection to the form of
14 the question. I'm not sure what Mr. Zadlo's personal
15 objection to any plans of an affiliate have to do with
16 this proceeding.

17 MR. AGATHEN: Well, strike that.

18 JUDGE WOODRUFF: If you could clarify
19 your question.

20 BY MR. AGATHEN:

21 Q. To your knowledge, would Invenergy have
22 any objection to the generation, if it's developed at
23 that site, connecting to the converter station in
24 Kansas?

25 A. So Invenergy can't object to people

1 participating in the open season. We can't be
2 discriminatory. You're asking me whether I can
3 discriminate and the answer is no, I cannot
4 discriminate or object to folks participating in an
5 open solicitation.

6 Q. So if the affiliate met the criteria,
7 they could connect?

8 A. And it was approved by the Federal Energy
9 Regulatory Commission.

10 Q. Right. Do you have any present plans
11 which would allow power from the Grain Belt line to be
12 delivered directly into Arkansas?

13 A. No.

14 Q. On a different subject, after the line is
15 built, you'll need to turn operational control of the
16 Grain Belt line over to an RTO; is that correct?

17 A. That is correct.

18 Q. And is that mandated by FERC rules?

19 A. Yes.

20 Q. Under whose control do you plan to turn
21 this over to at this point? Which RTO?

22 A. We haven't made a decision, but we have
23 options of Southwest Power Pool, the Mid-Continent
24 ISO, and even PJM.

25 Q. So if Grain Belt in prior proceedings

1 said they were going to turn operation -- operational
2 control over to PJM, would you say that is not still a
3 certainty?

4 A. I'm not aware of any contracts that have
5 formalized that.

6 Q. So it's not a certainty that they
7 would -- that you would turn over operational control
8 to PJM?

9 A. That's correct.

10 MR. AGATHEN: Judge, I just have a few
11 more questions dealing with a document that's been
12 marked by confidential by Invenergy.

13 JUDGE WOODRUFF: Then we'll go back
14 in-camera.

15 (REPORTER'S NOTE: At this time, an
16 in-camera session was held in Volume 3, pages 119 to
17 120.)

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1 JUDGE WOODRUFF: And we're back in
2 regular session. And while we were in-camera, the
3 Landowners concluded their cross-examination so we'll
4 come up for questions from the Bench.

5 COMMISSIONER KENNEY: No questions.

6 COMMISSIONER HALL: No questions. Thank
7 you.

8 COMMISSIONER COLEMAN: No questions.

9 QUESTIONS BY JUDGE WOODRUFF:

10 Q. I do actually have a question for myself
11 and it concerns the -- the -- the rate that MJMEUC has
12 contracted for with -- with Grain Belt is my
13 understanding. And you indicated that you don't yet
14 have a tariff through -- through FERC. Can you
15 explain how that works to have a contract without the
16 tariff at this point?

17 A. Sure. So what FERC granted Grain Belt
18 was the ability to negotiate rates based on certain
19 criteria. And those rates have to be found just and
20 reasonable and they have to pass the four factors that
21 I mentioned before in my testimony.

22 Q. Has -- has -- has the FERC already
23 approved the -- the MJMEUC rates?

24 A. I believe they haven't been -- subject to
25 check, I don't think they've been filed at FERC yet.

1 **Q. Okay.**

2 **A. Okay. So all those we-- all those**
3 **negotiated contracts have to be filed. And to the**
4 **extent that all the capacity on the transmission line**
5 **is not sold, what we can do is in the Open Access**
6 **Transmission Tariff, the OATT that gets filed, we can**
7 **have rates for short term delivery.**

8 **Q. And you believe that the MJMEUC tariffs**
9 **or MJMEUC rates are consistent with the criteria that**
10 **have been established by the FERC?**

11 **A. Correct. Yes.**

12 **Q. Okay. That's all the questions I had.**

13 **JUDGE WOODRUFF: Anyone wish to recross**
14 **based on those questions?**

15 **MR. AGATHEN: I do, Judge.**

16 **JUDGE WOODRUFF: Yes, go ahead.**

17 **REXCROSS-EXAMINATION BY MR. AGATHEN:**

18 **Q. The rates are going to be approved by**
19 **FERC, if at all, on an after-the-fact basis, are they**
20 **not?**

21 **A. What do you mean by after the fact?**

22 **Q. After they have already been contracted**
23 **for. In the example of MJMEUC, you've signed a**
24 **contract with them. Those rates will not be approved**
25 **by FERC until some time into the future. Right?**

1 A. So we will have to -- the contracts will
2 be central to the financing of the project.

3 Q. Sure.

4 A. Right.

5 Q. So we will have to file all those
6 contracts and have FERC approval in order to move
7 forward with the project.

8 Q. At some time in the future?

9 A. Before construction, yes.

10 Q. Right. Thank you.

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

12 JUDGE WOODRUFF: Thank you. Redirect?

13 REDIRECT EXAMINATION BY MR. SCHULTE:

14 Q. At one point -- I think it was clarified
15 for the record, but at one point the converter station
16 in Missouri was referred to as 5,000 megawatts. Just
17 for clarity of the record, that's 500 megawatts; is
18 that correct?

19 A. 500, that's correct.

20 Q. And do you recall the news article that
21 Mr. Agathen provided to you that referred to the
22 construction timeline being premature?

23 A. Correct.

24 Q. Having been able to review that full
25 article, do you have anything else to state regarding

1 **the context of that statement?**

2 A. Sure. So considering that we are in the
3 active process of getting all of our regulatory
4 approvals both in Missouri and in Kansas and we still
5 have to go through the regulatory approval in
6 Illinois, we felt that it was premature to put out
7 specific dates in press articles.

8 **Q. But are there internal discussions about**
9 **construction time lines?**

10 A. Yes, there are internal -- yes. So there
11 are time lines discussed internally and we're hoping
12 to construct this facility so it's online by -- in the
13 2023, 2024 time frame. So internally there are time
14 frames and that's internally our goal.

15 **Q. Okay.**

16 A. But we're not making that public.

17 **Q. The --**

18 JUDGE WOODRUFF: Just to clarify, you
19 just did make it public.

20 THE WITNESS: Well, in press articles at
21 least.

22 JUDGE WOODRUFF: Okay.

23 BY MR. SCHULTE:

24 **Q. Regarding the FERC requirements and you**
25 **testified that the MJMEUC contract has not yet been**

1 filed at FERC, the specific solicitation and
2 negotiation requirements have already been
3 established; is that correct?

4 A. That's correct. In the order.

5 Q. No further questions.

6 MR. SCHULTE: Thank you, Judge.

7 JUDGE WOODRUFF: All right. Then,
8 Mr. Zadlo, you can step down.

9 THE WITNESS: Thank you.

10 JUDGE WOODRUFF: Before we move to
11 Staff's witnesses, we'll take a break. We'll come
12 back at 11:20.

13 (A recess was taken.)

14 JUDGE WOODRUFF: Let's come back to
15 order, please. And I believe at this time we are
16 ready to move onto Staff's witnesses. So Staff, if
17 you'd call your first witness.

18 MR. JOHNSON: Staff would call Natelle
19 Dietrich.

20 MS. CALLENBACH: Your Honor, I apologize
21 for interrupting. We have one preliminary matter
22 before we get to Ms. Dietrich. Two of our Invenergy
23 witnesses may be trying to catch an earlier flight
24 back to Chicago. May we ask that they be excused for
25 the remainder of the day?

1 JUDGE WOODRUFF: They can certainly be
2 excused. The third witness can be as well if he
3 wishes to be.

4 MS. CALLENBACH: Thank you.
5 (Witness sworn.)

6 JUDGE WOODRUFF: Thank you. You may
7 inquire.

8 NATELLE DIETRICH, being first duly sworn, testified as
9 follows:

10 DIRECT EXAMINATION BY MR. JOHNSON:

11 Q. Will you please state your name for the
12 record and spell your last name?

13 A. Natelle Dietrich, D-i-e-t-r-i-c-h.

14 Q. By whom are you employed and in what
15 capacity?

16 A. I'm employed by the Missouri Public
17 Service Commission as Commission Staff director.

18 Q. And are you the same Natelle Dietrich who
19 prepares -- prepared or caused to be prepared Rebuttal
20 Testimony which has been marked as Exhibit 5 and who
21 contributed to Staff's Rebuttal Report which has been
22 marked as Exhibit 6?

23 A. Yes, I am.

24 Q. Do you have any changes or corrections to
25 your Rebuttal Testimony or to the Rebuttal Report?

1 A. No, I do not.

2 Q. Is your testimony in contribution to the
3 **Rebuttal Report true and correct, to the best of your**
4 **belief and knowledge?**

5 A. It is.

6 Q. And if I asked you those same questions
7 **or about those same topics today, would you give the**
8 **same or substantially similar responses?**

9 A. Yes.

10 MR. JOHNSON: Judge, at this time I would
11 offer Exhibit 5 into the record.

12 JUDGE WOODRUFF: Exhibit 5 has been
13 offered. Any objections to its receipt?

14 Hearing none, it will be received.

15 (Exhibit 5 was received into evidence.)

16 MR. JOHNSON: I tender the witness for
17 cross.

18 JUDGE WOODRUFF: Okay. And for
19 cross-examination, we begin with -- excuse me -- with
20 Renew Missouri.

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

22 JUDGE WOODRUFF: MJMEUC?

23 MR. HEALY: No questions.

24 JUDGE WOODRUFF: Joint Applicants?

25 MS. CALLENBACH: No questions.

1 JUDGE WOODRUFF: Public Counsel is not
2 here. Landowners.

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

4 JUDGE WOODRUFF: Okay.

5 CROSS-EXAMINATION BY MR. AGATHEN:

6 Q. Hello, Ms. Dietrich.

7 A. Good morning.

8 Q. Good morning. Approximately how many
9 years have you worked on the Commission Staff?

10 A. Twenty-two.

11 Q. And in your current position, you
12 generally oversee all aspects of the Commission Staff;
13 is that correct?

14 A. That's correct.

15 Q. I'm going to hand you a copy of
16 Commission Rule 4 CSR 240-10.145. I assume you're
17 generally familiar with that rule?

18 A. Yes.

19 Q. And in subparagraph 1 it states that all
20 electric utilities and other specified utilities shall
21 submit an Annual Report to the Commission on an annual
22 basis except as otherwise provided in the rule. Is
23 that generally correct?

24 A. That's what the rule says, yes.

25 Q. Is the Annual Report referred to there

1 **the same as what's commonly called a FERC Form 1?**

2 MR. JOHNSON: Judge, I would object that
3 the -- to the extent that Mr. Agathen is asking for a
4 legal conclusion.

5 JUDGE WOODRUFF: I'll overrule the
6 objection. You can go ahead and answer, understanding
7 that you're not an attorney.

8 THE WITNESS: Right. Som-- sometimes the
9 utilities submit FERC Form 1 as their annual report,
10 but it's -- this particular rule is a submission to
11 the Commission of an Annual Report.

12 BY MR. AGATHEN:

13 Q. **And it includes generally the same**
14 **financial information as is included in FERC Form 1?**

15 A. "It" meaning the Commission's form?

16 Q. **Yes.**

17 A. Yes.

18 Q. **Thank you. I'm going to hand you a copy**
19 **of the cover page and several pages of what purport to**
20 **be portions of Union Electric's FERC Form 1 for the**
21 **year 2017. Do these pages look like they include**
22 **information required to be included in FERC Form 1,**
23 **which is sometimes used as the Annual Report to the**
24 **Commission?**

25 A. All the pages indicate they are FERC

1 Form 1.

2 Q. And the second page of the document down
3 at the bottom right says, Missouri Revised Statutes
4 Section 392.10 or 393.140; is that correct?

5 A. That's what that page says.

6 Q. And the latter is the same rule as we
7 were talking about earlier; is that correct?

8 A. These are statutes. You gave me a
9 Commission rule.

10 Q. I'm sorry. Does the Commission rule --
11 do you know is it written with respect to conforming
12 to that statute? And I'll refer you to the purpose
13 under the Rule 4 CSR 240-10.145.

14 A. The purpose of Rule 10.145, it references
15 Section 393.140(6) of the Revised Missouri Statutes.

16 Q. As the basis for requiring this document?

17 MR. JOHNSON: Judge, I'm again going to
18 object on the basis --

19 MR. AGATHEN: I'll withdraw that.

20 MR. JOHNSON: Yeah.

21 BY MR. AGATHEN:

22 Q. Looking at the FERC Form 1, which I've
23 handed you -- or the pages of the FERC Form 1 I've
24 handed you, if you'd look at page 110, item 35 is
25 cash; is that correct?

1 A. Cash, 131 is item Number 35.

2 Q. Right. So utility is reporting the
3 amount of cash it has?

4 A. I'm -- I'm not sure what the 131 is, but
5 the line item says cash.

6 Q. Okay. And then turning to page 114 under
7 utility operating income, line item 4 is operation
8 expenses?

9 A. Correct.

10 Q. And then maintenance expenses?

11 A. That's line 5.

12 Q. So these are items that are required to
13 be reported if there are any costs in those
14 categories?

15 A. The -- they're all line items to the
16 annual FERC Form 1 Annual Report, yes.

17 Q. Right. And then line 14 is taxes other
18 than income taxes?

19 A. Correct.

20 Q. And 15 is income taxes?

21 A. Correct.

22 Q. And 16 is income taxes, other?

23 A. To clarify, 15 is in-- income taxes
24 federal. And, yes, 16 is income taxes, other.

25 Q. Thank you. And then 20 is the loss or

1 gain from disposition of utility plant?

2 A. Yes.

3 Q. And then turning over to the last page,
4 323, the heading there is electric operation and
5 maintenance expenses continued. And line item 179 is
6 titled administrative and general expenses. Correct?

7 A. Correct.

8 Q. And then 181 is administrative and
9 general salaries?

10 A. Yes.

11 Q. And then 182, office supplies and
12 expenses?

13 A. Correct.

14 Q. And then 183, less administrative
15 expenses transferred, hyphen, credit?

16 A. Correct.

17 Q. And then 184 is outside services
18 employed?

19 A. Correct.

20 Q. And then 187 is employee pension and
21 benefits?

22 A. Correct.

23 Q. And then 191, general advertising
24 expenses?

25 A. Correct.

1 Q. And 192, miscellaneous general expenses?

2 A. Correct.

3 Q. And these are all items that are required
4 to be reported to the Commission?

5 A. The -- these are all line items on the
6 FERC Form 1.

7 Q. Okay. Which a utility can use in lieu of
8 the Annual -- other Annual Report?

9 A. Correct.

10 Q. Would the Commission's other Annual
11 Report require that these types of expenses and other
12 items that we've just been talking about in FERC Form
13 1, would they normally be required in the Commission's
14 own Annual Report?

15 A. It's been a while since I've looked at
16 the Commission's form, but the general types of costs
17 and expenses that you've gone through would be.

18 Q. Included in the Commission's Annual
19 Report?

20 A. Correct.

21 Q. Thank you. I'm handing you a copy of a
22 document which has been previously received evidence
23 as the income statement and balance sheet from Grain
24 Belt Express. It's been marked confidential or highly
25 confidential so I'm not looking for any numbers or

1 anything.

2 A. Okay.

3 Q. But if you could take a look at that
4 document briefly. Have you had a chance to look at
5 it?

6 A. Yes.

7 Q. Is there any information on those
8 financial statements which would normally be included
9 by a regulated electric utility in an Annual Report to
10 the Commission?

11 A. The -- the general categories would be.
12 I'm not sure if they're worded the exact same way as
13 what the Commission form would be.

14 Q. But that type of information appearing on
15 these financial statements would be included in the
16 Annual Report?

17 A. Correct.

18 Q. Are you aware of the fact that Grain Belt
19 Express Clean Line LLC never filed an Annual Report
20 with the Commission under the rule we just discussed?

21 A. Well, there -- there's a couple
22 clarifications there. Grain Belt was just
23 certificated -- or the order was just issued in March.
24 Annual Reports are -- were due April 15th for the year
25 2018. So if -- if the rule applied to Grain Belt, I

1 would not have expected them to file an Annual Report
2 until, at the earliest, 2020 for fiscal year 2019 --
3 or calendar year 2019.

4 Also, typically for these types of
5 projects, transmission-only projects where they do not
6 serve retail end-users, the entities request a waiver
7 of the Commission rule and the Commission granted
8 several waivers in its order. We recently went
9 through a revision to some of our Commission rules and
10 so they received waivers to what used to be Chapter 3.

11 I'm not sure just sitting here looking at
12 this if the Chapter 3 rules are now the Chapter 10
13 rules, but I do notice that there was a change in
14 December -- on December 31st of 2018 to this
15 particular page that you gave me at the Commission
16 rules. So it's likely that some of it crosses over
17 and it was a previous rule that the Commission granted
18 a waiver of.

19 **Q. Sure. But prior to the Commission's**
20 **Report and Order in the CCN case -- the recent Report**
21 **and Order, had Grain Belt filed any Annual Reports**
22 **with the Commission?**

23 A. They had not, but I wouldn't have
24 expected them to.

25 **Q. But they had not filed any?**

1 A. No.

2 Q. Did they request a waiver, to your
3 knowledge, of any of the reporting requirements?

4 A. They -- they requested a waiver --

5 Q. Prior to -- excuse me. I didn't mean to
6 interrupt you, but prior to the issuance of the Report
7 and Order in this case?

8 A. Well, as part of their application or as
9 some part during the various CCN process-- processes,
10 there was a request for a waiver.

11 Q. And the Commission did not grant any such
12 request until it issued its order in the CCN case, the
13 recent CCN case, to your knowledge?

14 A. Correct. Because that -- that would have
15 been the first approval, if you will, the order.

16 Q. So I guess it's fair to say that you or
17 staff did not see a need for Grain Belt Express to
18 file any information with the Commission in -- along
19 the lines of an Annual Report or other reports
20 required for electric utilities and up to the point
21 where it received the CCN?

22 A. Not reporting requirements under
23 Commission rules.

24 Q. Thank you. That's all the questions I
25 have.

1 A. Uh-huh.

2 JUDGE WOODRUFF: All right. Questions
3 from the Bench?

4 COMMISSIONER KENNEY: No.

5 COMMISSIONER HALL: No questions. Thank
6 you.

7 COMMISSIONER COLEMAN: No questions.

8 JUDGE WOODRUFF: No questions from the
9 Bench, so no recross. Any redirect?

10 MR. JOHNSON: Very briefly.

11 REDIRECT EXAMINATION BY MR. JOHNSON:

12 **Q. Ms. Dietrich, you were asked about filing**
13 **requirements in terms of Annual Reports?**

14 A. Yes.

15 **Q. I believe you mentioned that typically**
16 **transmission companies request waivers from the**
17 **Commission?**

18 A. Correct.

19 **Q. Did Grain Belt request a waiver from the**
20 **requirements to file Annual Reports in their latest**
21 **CCN filing?**

22 A. I have the Commission's Report and
23 Order -- whoops -- from EA-2016-0358 in front of me.
24 And in paragraph 11 there are several rules that the
25 Commission granted a waiver. 10.145 now I see was one

1 of those that the Commission granted a waiver, which
2 the -- was the rule we were just discussing, and some
3 additional rules.

4 **Q. Was staff supportive of those waiver**
5 **requests?**

6 **A. Yes.**

7 **MR. JOHNSON:** That's all I have. Thank
8 you.

9 **JUDGE WOODRUFF:** Thank you.

10 And, Ms. Dietrich, you can step down.

11 **THE WITNESS:** Thank you.

12 **JUDGE WOODRUFF:** You want to call your
13 next witness?

14 **MR. JOHNSON:** Staff calls David Murray.
15 (Witness sworn.)

16 **JUDGE WOODRUFF:** Thank you. You may
17 inquire.

18 **DAVID MURRAY,** being first duly sworn, testified as
19 follows:

20 **DIRECT EXAMINATION BY MR. JOHNSON:**

21 **Q. Will you please state your name and spell**
22 **your last name for the record?**

23 **A. My name is David Murray. Last name is**
24 **spelled M-u-r-r-a-y.**

25 **Q. By whom are you employed and in what**

1 **capacity?**

2 A. Missouri Public Service Commission as a
3 utility regulatory manager in the Financial Analysis
4 Department.

5 Q. Are you the same David Murray who
6 contributed to Staff's Rebuttal Report, which has been
7 marked as Staff Exhibit 6?

8 A. Yes.

9 Q. Do you have any changes or corrections to
10 the Rebuttal Report?

11 A. I do not.

12 Q. And is your contribution to the Rebuttal
13 Report true and correct, to the best of your belief
14 and knowledge?

15 A. Yes.

16 Q. If I were to ask you about those same
17 topics today, would you give a substantially similar
18 response?

19 A. Yes.

20 MR. JOHNSON: Thank you, Judge. I will
21 hold off offering Exhibit 6 until all of our witnesses
22 have testified. And I will now tender the witness for
23 cross.

24 JUDGE WOODRUFF: For cross we can begin
25 with Renew Missouri.

1 MR. OPITZ: No, thank you, Judge.
2 JUDGE WOODRUFF: MJMEUC?
3 MR. HEALY: No questions, Judge.
4 JUDGE WOODRUFF: Joint Applicants?
5 MS. CALLENBACH: No questions, Judge.
6 JUDGE WOODRUFF: All right. Public
7 Counsel is not in the room. The Landowners?
8 MR. AGATHEN: No questions, Judge.
9 JUDGE WOODRUFF: Any questions from the
10 Bench?
11 COMMISSIONER HALL: No questions
12 COMMISSIONER KENNEY: No questions.
13 JUDGE WOODRUFF: All right. So no
14 recross, so no redirect. And Mr. Murray, you can step
15 down.
16 THE WITNESS: Thank you.
17 MR. JOHNSON: Staff calls Michael
18 Stahlman.
19 (Witness sworn.)
20 JUDGE WOODRUFF: Thank you. You may
21 inquire.
22 MICHAEL STAHLMAN, being first duly sworn, testified as
23 follows:
24 DIRECT EXAMINATION BY MR. JOHNSON:
25 Q. will you please state your name and spell

1 your last name for the record?

2 A. Michael Stahlman, S-t-a-h-l-m-a-n.

3 Q. By whom are you employed and in what
4 capacity?

5 A. The Missouri Public Service Commission as
6 a regulatory economist.

7 Q. Are you the same Michael Stahlman who
8 contributed to Staff's Rebuttal Report which has been
9 marked as Exhibit 6?

10 A. Yes.

11 Q. Do you have any changes or corrections to
12 the Rebuttal Report?

13 A. No.

14 Q. Is your contribution to the Rebuttal
15 Report true and correct to the best of your belief and
16 knowledge?

17 A. Yes.

18 Q. And if I were to ask you about those same
19 topics today, would you give a substantially similar
20 response?

21 A. Yes.

22 MR. JOHNSON: Judge, at this time I would
23 offer Exhibit 6 into evidence.

24 JUDGE WOODRUFF: All right. Exhibit 6
25 has been offered. Any objections to its receipt?

1 Hearing none, it will be received.
2 (Exhibit 6 was received into evidence.)

3 MR. JOHNSON: I tender the witness for
4 cross.

5 JUDGE WOODRUFF: Thank you. And for
6 cross we can -- Renew Missouri?

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

8 JUDGE WOODRUFF: MJMEUC?

9 MR. HEALY: No questions, Judge.

10 JUDGE WOODRUFF: Joint Applicants?

11 MS. CALLENBACH: No questions.

12 JUDGE WOODRUFF: Public Counsel is not
13 present. Landowners?

14 MR. AGATHEN: No questions, Judge.

15 JUDGE WOODRUFF: All right. Any
16 questions from the Bench?

17 COMMISSIONER KENNEY: No questions.

18 COMMISSIONER HALL: No questions. Thank
19 you.

20 COMMISSIONER COLEMAN: None.

21 JUDGE WOODRUFF: All right. No need for
22 recross or redirect. And Mr. Stahlman, you can step
23 down.

24 THE WITNESS: Thank you.

25 JUDGE WOODRUFF: And I believe that's all

1 the witnesses for Staff. Renew Missouri's witness,
2 James Owen, was excused from appearing because all
3 parties indicated they didn't have any questions for
4 him. And his testimony has already been received so
5 we'll move on from there.

6 which brings us to the Landowners.
7 Ms. Kisser was also excused from the hearing because
8 the parties indicated they did not have any questions
9 for her. So at this point do you wish to offer that
10 testimony?

11 MR. AGATHEN: I do, Your Honor. That's
12 Exhibit 8.

13 JUDGE WOODRUFF: Okay. Exhibit 8 has
14 been offered. Is there any objection to its receipt?

15 All right. Hearing no objections, it
16 will be received.

17 (Exhibit 8 was received into evidence.)

18 JUDGE WOODRUFF: And that takes care of
19 all the testimony in this case.

20 MR. AGATHEN: Judge, I do have another
21 exhibit -- two exhibits I'd like to offer. They were
22 a request for admissions from Grain Belt and Grain
23 Belt's response to those request for admissions.

24 JUDGE WOODRUFF: All right. Do you want
25 to go ahead and mark those? Your next number is 15.

1 It would be 15 and 16.

2 MR. AGATHEN: Both documents should be in
3 this package.

4 JUDGE WOODRUFF: Okay. Do you want to
5 make them a single off-- document then or --

6 MR. AGATHEN: I would like to make them
7 two just for clarification, 15 and 16.

8 JUDGE WOODRUFF: Okay.

9 MR. ZOBRIST: Judge, for the record, I'm
10 going to object to this on the basis of relevancy.
11 It's not relevant to the transaction at hand and
12 quotes briefs and sections of testimony in another
13 case related to the CCN. Those matters have already
14 been adjudged by the Commission so -- and I believe
15 that the objections are -- maybe they're not contained
16 in here, but --

17 JUDGE WOODRUFF: Before I take up your
18 objections, I want to just clarify on the record
19 what -- what we're talking about here. 15 would be
20 the First Set of Request for Admissions, and then 16
21 would be Grain Belt Express's Objections and
22 Responses; is that correct?

23 MR. AGATHEN: That's correct, Your Honor.

24 (Exhibits 15 and 16 were marked for
25 identification.)

1 JUDGE WOODRUFF: And Mr. Zobrist, if
2 you -- I interrupted you; if you want to continue?

3 MR. ZOBRIST: Yeah. Judge, the -- the
4 request for admissions of genuineness I think would be
5 the thick document, Number 15. And Number 16 simply
6 references our objections and then we go on to make an
7 admission.

8 But as we discussed in the context of the
9 Motion to Compel, these issues, you know, either
10 relate to the CCN case matters that have already been
11 adjudged and do not relate to whether the transaction
12 that is before the Commission in this case is
13 detrimental to the public interest.

14 And, for example, the Motion to Compel
15 simply asked us to admit that Mr. Agathen, for
16 Missouri Landowners Alliance or one of the Landowner
17 Groups, had filed a brief in the Supreme Court. And,
18 you know, Case.Net indicates that it was filed. We
19 didn't feel it was appropriate for us to admit or deny
20 that. The Commission deemed that to be admitted.

21 JUDGE WOODRUFF: Let me clarify. The
22 Commission deemed it admitted that this was an
23 accurate copy of the document.

24 MR. ZOBRIST: Right. Right. And -- and
25 the Commission's order explicitly preserved our right

1 to object on the basis of relevancy. And we certainly
2 want to re-assert that objection to what Mr. Agathen
3 filed at the Supreme Court. We don't think it's
4 relevant here.

5 If he wants to make reference to these in
6 a brief, that's fine, but we don't think that these
7 constitute relevant evidence that ought to be admitted
8 in this case. It's not relevant or probative of any
9 of the facts that relate specifically to whether the
10 acquisition of Grain Belt Express Clean Line by
11 Invenergy Transmission is not detrimental to the
12 public interest.

13 JUDGE WOODRUFF: And what's your
14 reasoning for admitting these, Mr. Agathen?

15 MR. AGATHEN: I think they're all
16 relevant, Judge, for different reasons. I think with
17 all due respect, Mr. Zobrist has painted a broad brush
18 trying to cover each of these documents when each one
19 contains different information.

20 Some of them go to the fact that Grain
21 Belt is now arguing, for example, that the permission
22 they have from county commissions amount to easements,
23 and an easement is included supposedly under the
24 definition of electric plant.

25 We are arguing that it doesn't. And

1 there are, for example, statements from Grain Belt
2 here that specifically say that the -- that the county
3 consents do not amount to franchises. So that would
4 go to the question of whether or not the Commission
5 even has jurisdiction in this case.

6 MR. ZOBRIST: Well, Judge, first of
7 all --

8 MR. AGATHEN: If I -- if I could back
9 up -- pardon me. On reconsideration, I'm not going to
10 be offering Schedule 1 of Exhibit 15. So I'll
11 withdraw that.

12 MR. ZOBRIST: Well, I'd be glad to go
13 through all those, but first of all, for the record,
14 that is not our argument. Our argument is with the
15 regard to the easements is independent.

16 And I wanted to make sure, if I could ask
17 you right now, Judge, has Exhibit 10 been admitted
18 into evidence; the easement that was presented to
19 Mr. Detweiler?

20 JUDGE WOODRUFF: Yes, it was.

21 MR. ZOBRIST: Okay. Thank you.

22 Our argument has been that this is an
23 electrical corporation because we hold the 39
24 easements. The question of the easements does not
25 relate to the county assents, which does not relate to

1 the option that we have agreed has expired and the
2 negotiations are apparently ongoing with regard to.

3 we simply argued earlier on that the use
4 of the term "franchise" on the county road crossing
5 assents was an imprecise term. But the Supreme Court
6 and a couple of other Appellate decisions have called
7 them franchises. We take the position we think that's
8 inaccurate, but that's what the Courts have called
9 them.

10 whatever they are, they have granted
11 Grain Belt Express permission to cross county roads,
12 and that is an element of an intangible property
13 right. And so whether you call them franchises or
14 permits or other types of consents or assents, it is
15 something and it's held by the company.

16 The easement is totally different. That
17 is an interest that we hold in real property.
18 Missouri law is very clear on this and the Commission
19 found that.

20 And so to take, just as an example, those
21 parts of the -- the request for admissions of
22 genuineness and -- and try to insert them into this
23 case when they've; A, already been decided by the
24 Commission, and B, they do not relate to whether the
25 transaction is detrimental to the public interest is

1 irrelevant.

2 I'd be glad to go through these either
3 with the Commissioners present or -- or you
4 separately, Judge, each of these particular paragraphs
5 and deal with them specifically, but that's our
6 general objection.

7 JUDGE WOODRUFF: Now, to be clear, the --
8 the -- the offer is for everything except Exhibit
9 attachment -- Schedule 1. There were, what 14 others?

10 MR. AGATHEN: Schedule 1 of Exhibit 15,
11 that's correct. And there are a total of 11.

12 JUDGE WOODRUFF: And Schedule 1 was --
13 is -- was marked as confidential, I believe.

14 MR. AGATHEN: Well, the whole document I
15 think -- well, strike that.

16 I think the whole document is confi-- is
17 marked as confidential, Exhibit 15, because certain
18 information within at least one or two of the
19 schedules was marked confidential. So rather than
20 risk that being somehow skipped over, I marked the
21 entire document, Exhibit 15, as confidential.

22 JUDGE WOODRUFF: All right. Well, I'm
23 going to overrule the objection and they'll be
24 received into evidence.

25 (Exhibits 15-C and 16 were received into

1 evidence.)

2 MR. AGATHEN: Thank you, Judge.

3 JUDGE WOODRUFF: Anything else while
4 we're on the record here? We have briefs scheduled
5 already for May 6th for initial briefs and May 15th
6 for the reply briefs. I'll ask the court reporter to
7 expedite the transcript of today's hearing so that we
8 have it by let's say Friday of this week, which would
9 be April 26th.

10 Anything else anyone wants to bring up
11 while we're on the record?

12 MR. AGATHEN: Thank you for your
13 patience.

14 JUDGE WOODRUFF: Thank you.

15 MR. ZOBRIST: Judge, I'm sorry. One
16 thing. Exhibit 11, the redacted or obliterated name
17 there can actually be read if you really want to get
18 out a microscope. So if either the court reporter or
19 someone with the Commission can make certain that that
20 identity of the landowner is camouflaged, that would
21 be great.

22 JUDGE WOODRUFF: Okay. I believe we can
23 do that when we put it into the record.

24 MR. ZOBRIST: Thank you.

25 JUDGE WOODRUFF: I'll make sure that gets

1 hap-- that happens.

2 All right. Anything else? All right.

3 Then we are adjourned.

4 (Exhibits 15-C and 16 were marked for
5 identification.)

6 WHEREUPON, the hearing was adjourned.

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CERTIFICATE OF REPORTER

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

Tracy T. Taylor
Tracy Thorpe Taylor, CCR



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