

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

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

**MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION d/b/a
MISSOURI ELECTRIC COMMISSION'S
INITIAL POST-HEARING BRIEF**

The Missouri Joint Municipal Electric Utility Commission d/b/a Missouri Electric Commission (“MEC”) respectfully requests this Commission grant Grain Belt Express LLC (“Grain Belt”) the requested Amendments to its Certificate of Convenience and Necessity (“CCN”), because those amendments are needed by MEC and its over 350,000 retail customers in the state of Missouri and will promote the public interest of energy consumers in this state and across the MISO footprint. The primary objective of the Amended Project is the same as that of the previously Certificated Project: to transport clean, reliable, low-cost energy from renewable generation in southwestern Kansas, which has the potential for abundant, high-capacity factor wind and solar resources, to the electricity markets in Missouri, Illinois, and other states located within or adjacent to the MISO and PJM grids.¹ The main difference between the Certificated Project and the Amended Project is that the Amended Project provides significantly more benefits to Missouri as it will be capable of delivering up to 2,500 megawatts of power into the MISO and AECI grids at delivery points in Missouri, as opposed to only 500 megawatts into the

¹ See Exhibit 1, Direct Testimony of Shashank Sane, p. 7, ln. 12-18.

MISO grid under the Certificated Project.² The Amended Project also divides construction of the line into two phases, allowing the benefits of the project to accrue in Missouri faster.³

The evidence is overwhelming. Grain Belt has met its evidentiary burden and satisfied all five of the *Tartan* factors.⁴ Accordingly, the Commission should approve Grain Belt’s requested Amendments to its CCN. Indeed, the rationale to approve the requested Amendments is strengthened by the increased benefits the project provides to Missouri through the proposed injection of more low-cost renewable energy into the state on a faster timeline.

Issue I. Each of the Amendments Requested by Grain Belt to its CCN is Necessary and Convenient for the Public Service.

This Commission has the “power to grant the permission and approval” for the Amendments sought by Grain Belt to its CCN “whenever it shall after due hearing determine that such construction or such exercise of the right, privilege or franchise is *necessary or convenient for the public service.*”⁵ To make the determination of whether or not the requested Amendments are necessary or convenient for the public service, this Commission has “traditionally applied five criteria, commonly known as the *Tartan* factors, which are as follows:

- a) There must be a need for the service;
- b) The applicant must be qualified to provide the proposed service;
- c) The applicant must have the financial ability to provide the service;

² See Exhibit 700, Rebuttal Testimony of John Twitty, p. 7, ln. 1-18; Exhibit 701, Rebuttal Testimony of Rebecca Atkins, p. 3, ln. 13-23; Exhibit 702, Rebuttal Testimony of John Grotzinger, p. 3, ln. 10-22; Exhibit 1, Direct Testimony of Shashank Sane, p. 7, ln. 18-21.

³ See *id.* Additionally and of note, on June 13, 2023, the Kansas Corporation Commission (“KCC”) approved Grain Belt’s similar amendment request and authorized the project to be constructed in two phases. See Kansas Corporation Commission Order Granting Motion to Amend the Unanimous Settlement Agreement, Docket No. 19-GBEE-253-ACQ. The KCC recognized allowing the project to be built in two phases would allow the benefits to accrue to Kansas much earlier than if not broken into two phases. See *id.* The same is true in Missouri.

⁴ *In re Tartan Energy*, 3 Mo.P.S.C.3d 173, Case No. GA-94-127, 1994 WL 762882, 1994 Mo. PSC LEXIS 26 (September 16, 1994).

⁵ §393.170.3 Revised Statutes of Missouri (Emphasis added); See also *Grain Belt Express Clean Line, LLC v. Pub. Serv. Comm’n*, 555 S.W.3d 469 (Mo. 2018).

- d) The applicant’s proposal must be economically feasible; and
- e) The service must promote the public interest.”⁶

MEC observes that the Record in this case contains ample evidence to meet all 5 of these *Tartan* factors and the Commission should thus grant Grain Belt’s requested Amendments to its CCN. In this brief, however, MEC will focus on the *Tartan* factors for which it offered evidence into the Record: (1) there is need for the amendments to the CCN; and (2) the requested amendments promote the public interest.

A. MEC and Others Across the State of Missouri Have a Need for the Amendments Requested by Grain Belt to its CCN.

This Commission has previously held, “the term ‘necessity’ does not mean ‘essential’ or ‘absolutely indispensable,’ but that an additional service would be an improvement justifying its cost.”⁷ Grain Belt’s Amended Project would be a significant improvement for the state of Missouri and the hundreds of thousands of customers of MEC’s members. MEC is a joint action agency organized on a state-wide basis to promote efficient wheeling, pooling, generation, and transmission arrangements to meet the energy requirements of the municipal electric utilities in the State of Missouri.⁸ Its membership includes seventy-two (72) municipal entities in Missouri and four advisory members in Arkansas.⁹ MEC’s members serve over 500,000 electric customers, over 350,000 of which are Missourians.¹⁰

John Twitty, President and CEO of the Missouri Public Utility Alliance (“MPUA”), which includes MEC, testified that while MEC owns generation that supplies a significant portion of its members’ energy needs, MEC has primarily used Transmission Service

⁶ *In re Tartan Energy*, 3 Mo.P.S.C.3d 173, Case No. GA-94-127, 1994 WL 762882, 1994 Mo. PSC LEXIS 26 (September 16, 1994).

⁷ *See id.* at 19.

⁸ *See* Exhibit 700, Rebuttal Testimony of John Twitty, p. 3, ln. 16-18.

⁹ *See id.*, p. 3, ln. 18-19; Schedule JT-2.

¹⁰ *See id.*, p. 3, ln. 21-22.

Agreements (“TSA”) and Power Purchase Agreements (“PPA”) to provide renewable energy to its members.¹¹ MEC has executed a TSA with Grain Belt that is quite affordable and will allow predictable, stable cost increases in transmission into the future.¹² MEC also executed a PPA with Santa Fe Wind Project LLC, the entity generating the wind power, which will allow the low-cost renewable energy to flow across the Grain Belt transmission path and into MISO and Associated Electric Cooperative Incorporated (“AECI”).¹³

Currently, MEC’s members’ combined peak load is approximately 2,600 megawatts (“MW”) and MEC has loads and/or resources located within the transmission systems of several members of MISO, the Southwest Power Pool (“SPP”) and AECI.¹⁴ While MEC has been successful in obtaining ownership in large base load and intermediate generators to serve its members, Mr. Twitty testified it has an interest in and need for low-cost energy, and in renewable energy, for consumption by its members.¹⁵

As the evidence shows and is demonstrative of the need, thirty-five municipal members of MEC’s Missouri Public Energy Pool (MoPEP”), as well as Centralia, Columbia, Hannibal, and Kirkwood have already contracted to take 136 MW of renewable energy to be delivered in Missouri via Grain Belt.¹⁶ Rebecca Atkins, Chief Markets Officer for MPUA, testified it is likely that other MEC members will choose to participate as well.¹⁷ Specifically, MoPEP has contracted for 60 MW, the city of Columbia has contracted for 35 MW, the city of Kirkwood has contracted for 25 MW, the city of Hannibal has contracted for 15 MW, and the city of Centralia

¹¹ See *id.*, p. 3, ln. 22 – p.4, ln. 1.

¹² See *id.*, p. 5, ln. 20 – p.6, ln. 1; Schedule JT-3; Schedule JT-4; Schedule JT-5; Schedule JT-6; Schedule JT-7.

¹³ See *id.*, p. 6, ln 1-4; Schedule JT-8; Schedule JT-9; Schedule JT-10.

¹⁴ See *id.*, p. 5, ln. 12-15.

¹⁵ See *id.*, p. 5, ln. 15-19.

¹⁶ See Exhibit 701, Rebuttal Testimony of Rebecca Atkins, p. 3, ln. 13-16; Schedule RA-2; Schedule RA-3.

¹⁷ See *id.*

has contracted for 1 MW.¹⁸ John Grotzinger, Chief Electric Operations Officer for MPUA, testified MEC has the option to purchase up to an additional 64 MW in addition to the original 136 MW for a total of 200 MW.¹⁹

Grain Belt's amended project will allow more low-cost renewable energy to flow sooner across Grain Belt and into MISO and AECI, where it will be delivered to the MEC members who have already executed contracts, and other members who are expected to participate in the opportunity to buy renewable energy for their customers at a competitive price delivered to Missouri.²⁰ When Grain Belt is fully operational, wholesale energy costs will be lowered for MEC's member cities.²¹ While transmission charges to deliver energy to individual cities are different depending on the location of the member city, energy costs are socialized across the pool, including the cost of transmission to deliver that energy into MISO, SPP, or AECI.²² This means that the lower energy costs will be shared equally by all thirty-five city members of MoPEP as well.²³

As Mr. Grotzinger testified, Missouri cities have demonstrated a desire for renewable energy.²⁴ Columbia has a renewable portfolio standard that exceeds the Missouri statutory standard applicable for investor-owned utilities and the MoPEP cities have consistently been leaders in the state in developing wind and solar projects.²⁵ Their customers have likewise

¹⁸ See Exhibit 702, Rebuttal Testimony of John Grotzinger, p. 5, ln 22 – p. 6, ln 6; Schedule JG 10; Schedule JG-11; Schedule JG-12; Schedule JG-13.

¹⁹ See Exhibit 702, Rebuttal Testimony of John Grotzinger, p. 5, ln. 16-18.

²⁰ See *id.*, p. 3, ln. 17-22.

²¹ See *id.*, p. 7, ln. 12-14.

²² See *id.*, p. 7, ln. 12-17.

²³ See *id.*, p. 7, ln. 17-18.

²⁴ See *id.*, p. 7, ln. 20-21. In addition to MEC member cities expressing desire for renewable energy, Grain Belt identified several other cities that have made pledges to increase use of renewable energy in city facilities including Kanas City, St. Louis City, and University City. See Exhibit 1, Direct Testimony of Shashank Sane, p. 15, ln. 12-14.

²⁵ See Exhibit 702, Rebuttal Testimony of John Grotzinger, p. 7, ln. 20 – p. 8, ln. 1.

continued to express a desire for more renewable energy.²⁶ Similarly, MEC has observed that the retail customers of their wholesale customers are placing renewable energy goals in their corporate procurement policies and the Grain Belt amended project gives MEC's cities the opportunity to meet those polices and remain or become attractive locations for those industries.²⁷

John Grotzinger further testified that MEC "absolutely" needs Grain Belt's requested amendments to its CCN.²⁸ MEC's members need affordable renewable energy, and Grain Belt will provide that along with reduced locational marginal prices at the nodes relevant to MEC's members and reduced marginal energy costs across MISO.²⁹

Grain Belt's requested amendments are also needed to address congestion in some areas of MISO.³⁰ As Rebecca Atkins testified, currently, congestion occurs in MISO when too many electrons converge at the same time on the same segment of the transmission grid.³¹ Sierra Club Witness Michael Milligan testified that the cost of this congestion in MISO reached \$2.8 billion in 2021, rising from an already high \$1.4 billion in 2016.³² These congestion costs are ultimately passed on to electricity customers.³³ To address this, a bigger route needs to be created or electrons need to be redispatched around the congested area.³⁴ Grain Belt creates an additional transmission path for electrons moving within MISO, resulting in the ability to redispatch around

²⁶ See *id.*, p. 8, ln. 1-2.

²⁷ See *id.*, p. 9, ln. 20 – p. 10, ln. 3. Additionally, Grain Belt identified the following businesses operating in Missouri that have expressed interest in buying renewable power: 3M, Anheuser-Busch Companies, LLC, Burns & McDonnell, The Boeing Company, Cargill, Emerson, Dow, General Mills, Google LLC, GM, Ikea, Meta Platforms, Inc., Nestlé USA, Proctor & Gamble, T-Mobile, Occidental Petroleum Corporation, Unilever and Walmart, among others. See Exhibit 1, Direct Testimony of Shashank Sane, p. 15, ln. 6-12.

²⁸ See Exhibit 702, Rebuttal Testimony of John Grotzinger, p. 14, ln. 4-5.

²⁹ See *id.*, p. 14, ln. 5-7.

³⁰ See Exhibit 701, Rebuttal Testimony of Rebecca Atkins, p. 6, ln. 1-18.

³¹ See *id.*, p. 6, ln. 7-8.

³² See Exhibit 850, Rebuttal Testimony of Michael Milligan, p. 11, ln. 16 – 19.

³³ See *id.*, p. 12, ln. 1-2.

³⁴ See Exhibit 701, Rebuttal Testimony of Rebecca Atkins, p. 6, ln. 15-18.

congested areas, and this will relieve congestion on the grid.³⁵ This congestion relief will further reduce prices in Missouri.³⁶ Mr. Milligan testified to this again during the evidentiary hearing on June 8, 2023 by stating that a recent Department of Energy transmission study confirmed that the Grain Belt line would reduce congestion in the grid and benefit Missouri because portions of the state “are subject to higher prices, and the line would allow access to more economic resources that may not otherwise be accessible” in the form of renewable generation from Kansas.³⁷ Mr. Milligan further responded to Commissioner Holsman’s questions during the June 8, 2023 hearing by testifying that he “strongly suspect[ed]” Grain Belt would result in a reduction in congestion.³⁸

In summary and as testified to by MEC’s witnesses John Twitty, Rebecca Atkins, and John Grotzinger, the Amended Project is needed because it is a price competitive option for renewable energy for which the 35 MoPEP cities, Columbia, Hannibal, Kirkwood, and Centralia have already contracted, and it will permit MEC’s members to save money through lower location marginal prices where they buy power.³⁹

MEC’s cities, including the thirty-five MoPEP cities, Centralia, Columbia, Kirkwood, and Hannibal, are in the best position to assess their needs, absolutely believe there is a need for the low-cost renewable energy Grain Belt will provide for the reasons highlighted above, and

³⁵ See *id.*, p. 6, ln. 1-18.

³⁶ See *id.*

³⁷ Tr. 1016:19-1017:4.

³⁸ Tr. 1035:21-1036:4.

³⁹ See Exhibit 700, Rebuttal Testimony of John Twitty, p. 7, ln. 1-18; Exhibit 701, Rebuttal Testimony of Rebecca Atkins, p. 3, ln. 13-23; Exhibit 702, Rebuttal Testimony of John Grotzinger, p. 3, ln. 10-22.

have determined they need the service that will be provided by Grain Belt.⁴⁰ The evidence in the Record in this matter proves, as required by the law of *Tartan*, that there is a need for the Amendments Grain Belt has requested to its CCN. There has been no evidence presented to the contrary.

B. The Amended Grain Belt Project Promotes the Public's Interest.

MEC's witness, John Twitty testified Grain Belt's requested Amendments to its CCN promotes the public interest because the renewable energy Grain Belt will deliver is price competitive and has an attractive carbon attribute.⁴¹ Additionally, construction of the project in phases will allow for the delivery of more power sooner into Missouri.⁴² Commission Staff agrees. Michael Stahlman testified that Staff is not opposed to Grain Belt constructing the project in phases and allowing Phase I to go into operation before it began construction of Phase II as long as "it [meets] the conditions recommended by Staff."⁴³ Mr. Stahlman also recognized that constructing Phase I and providing low-cost energy into Missouri as soon as possible benefits Missourians, and MEC in particular.⁴⁴

As Mr. Twitty testified, "[t]he requested Amendments will make more affordable, renewable energy available sooner to MEC's many municipal utilities, and in turn, the hundreds of thousands of electric customers of MEC's members."⁴⁵ John Grotzinger similarly testified

⁴⁰ In the Commission's Report and Order on Remand in the prior EA-2016-0358 Grain Belt case, the Commission found the project was "needed primarily because of the benefits to MJMEUC and its customers, who have committed to purchase 136 MW of wind power utilizing transmission service purchased from Grain Belt . . . [the] annual cost savings to MJMEUC member cities that participate in the Project will likely be passed through to their residential and industrial customers in the form of rate relief of invested in deferred maintenance to their electrical distribution systems." See Report and Order on Remand, File. No EA-2016-0358. The same need still exists and rationale for approving Grain Belt's requested amendment still applies.

⁴¹ See Exhibit 700, Rebuttal Testimony of John Twitty, p. 7, ln. 1-6.

⁴² See *id.*, p. 7, ln. 4-6.

⁴³ Tr. 948:11-949:6.

⁴⁴ Tr. 949:15-19.

⁴⁵ See Exhibit 700, Rebuttal Testimony of John Twitty, p. 7, ln. 6-8.

“Grain Belt remains the best option for low cost renewable energy delivered into MISO.”⁴⁶ He further stated the requested Amendments promoted the public interest because they “are designed to deliver more renewable energy sooner to Missouri injection points in both MISO and AECI, and that is in the public interest because energy costs will be lowered at the Missouri nodes relevant to MEC and across the MISO footprint.”⁴⁷ Commission Staff agrees. Claire Eubanks testified during the June 7, 2023 evidentiary hearing that she calculated the benefits to AECI and MISO combined of deferred or mitigated generation capacity investment due to Grain Belt’s contract with MEC to be hundreds of millions of dollars annually and billions over the lifetime of the project.⁴⁸

MEC witness Rebecca Atkins, in addition to testifying about the congestion reduction benefits discussed above which also promote the public interest, testified Grain Belt’s insertion of 2,500 MW of renewable energy into Missouri will lower the marginal energy costs for the entire MISO footprint and result in over \$1.1 billion in marginal energy cost reduction across MISO in 2028, Grain Belt’s first full year of operation.⁴⁹ This constitutes a reduction of the marginal energy cost on average by \$1.77/MWh which will continue throughout the life of MEC’s contract.⁵⁰ Grain Belt presented evidence that the Amended Project will lower energy and capacity costs in Missouri by six-point-one percent (6.1%) from 2027 through 2066, resulting in over \$17.6 billion in savings for Missouri residents and an additional \$7.6 billion in social benefits from avoided carbon dioxide, sulfur dioxide, and nitrogen oxide emissions during

⁴⁶ See Exhibit 702, Rebuttal Testimony of John Grotzinger, p. 9, ln. 8-9.

⁴⁷ See *id.*, p. 9, ln. 12-16.

⁴⁸ Tr. 803:17-804:14.

⁴⁹ See Exhibit 701, Rebuttal Testimony of Rebecca Atkins, p. 3, ln. 18-23; Schedule RA-3.

⁵⁰ See Exhibit 702, Rebuttal Testimony of John Grotzinger, p. 13, ln. 18 – p. 14, ln. 3; Schedule JG-14, p. 14.

that same period.⁵¹ These savings clearly promote the public interest and will only serve to increase demand for this low-cost energy.

Ms. Atkins also testified the requested Grain Belt Amendments will promote the public interest by increasing the accredited capacity available in Missouri.⁵² Specifically, in addition to Grain Belt providing energy, MEC expects to receive a capacity benefit for its members' resource adequacy requirements due to the addition of Grain Belt.⁵³ MISO is currently rewriting the rules on how renewable resources will receive accreditation, but the geographical diversity of the Grain Belt resources as compared to other renewables in MISO should be beneficial regardless of the new accreditation construct.⁵⁴

Additionally, the Amended Project will provide direct, indirect, and induced impacts on job creation, wages, and total economic output in Missouri. Grain Belt Witness Dr. David Loomis determined the following number of jobs would be created during construction: 247 in Audrain County, 318 in Buchanan County, 243 in Caldwell County, 66 in Callaway County, 303 in Carroll County, 362 in Chariton County, 226 in Clinton County, 804 in Monroe County, 356 in Ralls County, and 284 in Randolph County with a total statewide of 5,747.⁵⁵ He also concluded the project would support the following permanent number of positions: 10.6 in Audrain County, 3.8 in Buchanan County, 1.9 in Caldwell County, .3 in Callaway County, 3.2 in Carroll County, 4.1 in Chariton County, 1.4 in Clinton County, 16.2 in Monroe County, 2.0 in Ralls County, and 2.6 in Randolph County, with a statewide total of 104.4.⁵⁶ According to Dr.

⁵¹ See Exhibit 3, Direct Testimony of Mark Repsher, p. 6., ln. 1-12; Schedule MR-2 (report on how the Amended Project will affect power costs and emissions reductions in Missouri and other states).

⁵² See Exhibit 701, Rebuttal Testimony of Rebecca Atkins, p. 6, ln. 19-20.

⁵³ See *id.*, p. 6, ln. 22-23.

⁵⁴ See *id.*, p. 6, ln. 23 – p. 7, ln. 3.

⁵⁵ See Exhibit 21, Direct Testimony of David Loomis, p. 7, ln. 17 – p. 8 ln. 3.

⁵⁶ See *id.*, p. 8, ln. 4-8.

Loomis, the total earnings impact for jobs created from the Amended Project in Missouri is \$586,118,331 for construction and \$8,113,077 for operations.⁵⁷

Dr. Loomis determined the State would also benefit from increased income tax generation from wages paid during both the construction and operations phases of the Project.⁵⁸ Additionally, Dr. Loomis calculated there would be over \$986 million in economic output⁵⁹ during the construction phase for Missouri and over \$15.8 million for Missouri in long-term economic output annually post construction.⁶⁰ In addition to these economic benefits, local governments would see significant revenue increases as \$13.9 million in property taxes are projected to be paid during the first full year of operation alone and \$83.2 million paid during the first 20 years of operation.⁶¹ Missouri's economy would also be boosted by direct landowner payments from Grain Belt to Missouri landowners totaling \$39.9 million.⁶²

In granting the CCN for the Certificated Project in 2019 and finding the public interest *Tartan* factor satisfied, the Commission highlighted the 1,527 construction jobs, \$476 million in gross domestic product, \$7.2 million in property tax benefits for local governments, and \$14.97 million in easement payments to landowners that project was projected to provide.⁶³ The Amended Project approximately doubles those economic impact numbers evidencing the overwhelming support the public interest *Tartan* factor has here.

The Amended Grain Belt Project would also provide a plethora of environmental benefits to Missouri. The Commission and the State of Missouri have in the past expressed “strong

⁵⁷ See *id.*, p. 8, ln. 10-12.

⁵⁸ See *id.*, p. 8, ln. 12-13.

⁵⁹ Economic Output is defined as the value of goods and services produced in the state or local economy. It is an equivalent measure to the Gross Domestic Product. Economic Output includes Worker Earnings. See Exhibit 21, Schedule DL-2, p. 6.

⁶⁰ See Exhibit 21, Schedule DL-2, p. 6.

⁶¹ See *id.*

⁶² See *id.*

⁶³ See Exhibit 304, Report and Order on Remand (March 20, 2019), p. 46.

support for the ‘development of economical renewable energy sources to provide safe, reliable, and affordable service while improving the environment and reducing the amount of carbon dioxide into the atmosphere.’”⁶⁴ Grain Belt witness Mark Repsher provided evidence that the project would do exactly that by reducing carbon dioxide emissions by 9.3%, reducing sulfur dioxide emissions by 19.2%, and reducing nitrogen oxide emissions by 17.2%.⁶⁵ This reduction will enhance local utilities’ abilities to meet their climate and reliability goals while also delivering immediate local air quality and health benefits.⁶⁶ From 2027-2066, Mr. Repsher concluded the Amended Project would reduce energy and capacity costs in Missouri by over \$17.6 billion and provide over \$7.6 billion in social benefits resulting in a cumulative benefit to the state of nearly \$25.3 billion.⁶⁷

While the Commission does recognize that the public interest *Tartan* factor requires it to conduct a balancing test, the evidence here is overwhelming.⁶⁸ The same was true for the Certificated Project in 2019 and the Commission recognized then that any negative impacts of the Project on land and landowners would be mitigated by (a) a landowner protocol to protect landowners; (b) superior compensation payments; (c) a binding arbitration option for easement negotiations; (d) a decommissioning fund; and (e) an agriculture impact mitigation protocol to avoid or minimize negative agricultural impacts.⁶⁹ All of those mitigation pieces are still in place for the Amended Project.

⁶⁴ See Exhibit 304, Report and Order on Remand (March 20, 2019), p. 45 citing *In the Matter of the Applications of KPC&L Greater Missouri Operations Company for Permission and Approval of a Certificate of Public Convenience and Necessity Authorizing it to Construct, Install, Own, Operate, Maintain and Otherwise Control and Manage Solar Generation Facilities in Western Missouri*, File No. EA-2015-0256, Report and Order issued March 2, 2016, p. 15.

⁶⁵ See Exhibit 3, Schedule MR-2, p. 4.

⁶⁶ See *id.*

⁶⁷ See *id.*

⁶⁸ See *State ex rel. Intercon Gas, Inc. v. Public Service Com’n of Missouri*, 848 S.W.2d 593, 597-98 (Mo. App. 1993).

⁶⁹ See Exhibit 304, Report and Order on Remand (March 20, 2019), p. 46.

Ultimately, the Commission found the Certificated Projected promotes the public interest concluding in 2019:

There can be no debate that our energy future will require more diversity in energy resources, particularly renewable resources. We are witnessing a worldwide, long-term and comprehensive movement towards renewable energy in general and wind energy specifically. Wind energy provides great promise as a source for affordable, reliable, safe, and environmentally-friendly energy. The Grain Belt Project will facilitate this movement in Missouri, will thereby benefit Missouri citizens, and is, therefore, in the public interest.⁷⁰

The types of benefits provided by the Amended Project are the same as the Certificated Project, however, the evidence shows they are increased by orders of magnitude. The Commission should therefore find the public interest *Tartan* factor satisfied and grant Grain Belt's requested amendment.

Issues II and III. MEC Takes No Position Regarding Modifications to the Landowner Protocols, Easement Obtainment Conditions or other Potential Conditions the Commission May Explore Should it Grant the Requested Amendments.

MEC respectfully acknowledges the Commission's authority, under §393.170.3 Revised Statutes of Missouri to "impose such condition or conditions as it may deem reasonable and necessary" upon Grain Belt's CCN or the Amendments Grain Belt has requested to its CCN. MEC takes no specific position regarding potential modifications to landowner protocols, easement obtainment conditions, or other potential conditions, including whether the provisions of HB 2005 must be applied, other than to note they must be reasonable and necessary under Missouri law.

⁷⁰ See *id.*, p. 47.

Conclusion: The *Tartan* Factors are Satisfied and the Amendments Grain Belt has Requested to its CCN Should be Granted.

The evidentiary record in this case overwhelmingly favors this Commission granting each Amendment requested by Grain Belt. On behalf of its 72 Missouri municipal members and combined 350,000 Missouri retail customers, MEC respectfully requests that this Commission issue its Report and Order granting the same.

Respectfully Submitted,

By: /s/ Alex C. Riley

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ATTORNEYS FOR MEC

CERTIFICATE OF SERVICE

I hereby certify that on this 7th day of July 2023 a copy of the foregoing **Missouri Joint Municipal Electric Utility Commission d/b/a Missouri Electric Commission Initial Post-Hearing Brief** has been served on all parties on the official service lists for this matter via filing in the Commission's EFIS system and/or email.

/s/ Alex C. Riley
Alex C. Riley