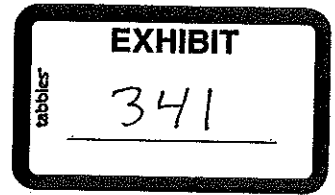


FILED
December 5, 2014
Data Center
Missouri Public
Service Commission



FILED
April 4, 2017
Data Center
Missouri Public
Service Commission

GRAIN BELT EXPRESS

CLEAN LINE

REQUEST FOR INFORMATION

Wind energy projects under development in western Kansas
Capable of being on-line as soon as January 2018

Issued: November 18, 2013

Notice of Intent to Respond Due: Monday, December 2, 2013

Webinar for Respondents: Monday, December 16, 2013

Response Due: Monday, January 13, 2014

RFI Webpage:

<http://www.grainbeltexpresscleanline.com/site/page/respond-to-rfi>

Contact:

rfl@cleanlineenergy.com

MUA Exhibit No. 341
Date 3-22-17 Reporter mc
File No. EA-2016-0358

Exhibit No. 326
Date 11-14-14 Reporter KF
File No. EA-2014-0207

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REQUEST FOR INFORMATION

Clean Line Energy Partners (Clean Line) Issues this Request for Information (RFI) to gather information about wind projects that are currently under development in western Kansas.

PURPOSE AND TREATMENT OF RESPONSES

The intent of this RFI is to gather information about generators' demand for the Grain Belt Express Clean Line's transmission capacity and to collect data that will allow Clean Line to characterize the wind resource and production potential in western Kansas. While it is obvious to many in the wind industry that more transmission infrastructure is needed, the data collected through this RFI will be used to communicate this need to regulators and stakeholders. In addition, more detailed information about the wind resources in western Kansas will be helpful in discussions with utilities in the Midwest and Mid-Atlantic regions who may be interested in Clean Line's ability to transmit affordable, renewable energy to their markets. While Clean Line will not provide stakeholders with individual wind generator data, Clean Line will supply them with aggregate data that describes the high-capacity factor, low-cost energy resources in the western Kansas.

Clean Line is an independent transmission provider and does not intend to purchase wind energy. The issuance of the RFI is not a commitment to transact. Clean Line acknowledges that none of the information provided by Respondents is binding and that it is provided solely for informational purposes. On Friday, Nov. 15, Grain Belt Express Clean Line filed for negotiated rate authority with the Federal Energy Regulatory Commission (FERC). Grain Belt Express Clean Line applied to seek authorization to bilaterally negotiate agreements for 100% of the line's capacity. The issuance of this RFI is not connected to Grain Belt Express Clean Line's capacity subscription process, but rather intended to serve the purposes outlined above. Grain Belt Express Clean Line will separately issue notice of its subscription process and invite interested generators to participate. Generator interconnection to the Grain Belt Express Clean Line will be subject to the requirements of the project's open access transmission tariff.

Clean Line will maintain the confidentiality of all submissions, as outlined in the form Confidentiality Agreement. Summarized data about the total number of megawatts of wind under development, average wind speeds, and average capacity factors will help us make the case about the strong benefits of wind resource to potential customers in the PJM and MISO markets. We will also issue a press release summarizing the number of generators that responded and how many megawatts worth of wind projects are under development in western Kansas.

Clean Line will sign confidentiality agreements in the form of Appendix 4 that are received by December 18, 2013. If the Respondent would like to make changes to the form agreement, requests should be submitted by December 4, 2013.

THE GRAIN BELT EXPRESS CLEAN LINE

Overview

The Grain Belt Express Clean Line (the Project) is an overhead ± 600 kilovolt (kV) high voltage direct current (HVDC) transmission line that will deliver up to 3,500 megawatts (MW) of wind power from western Kansas to load-serving entities in Missouri, Illinois, Indiana and states farther east. Wind developers will connect to the western terminus of the Project, located near Dodge City, Kansas, via a collector system of alternating current (AC) lines. The wind power will then be converted from AC to direct current (DC) and transmitted by the Project to points on the existing AC grid in Missouri and near the Illinois-Indiana border. Converter stations near the Maywood 345 kV substation in Missouri and the 765 kV system in southwestern Indiana will convert power back to AC, so it can be distributed to customers in Missouri, Illinois, Indiana, and states farther east.

The \$2 billion Project will enable more than \$7 billion of investment in new wind farms that will power more than 1.4 million homes per year and as a result, reduce carbon dioxide emissions by an average of 10 million tons annually.

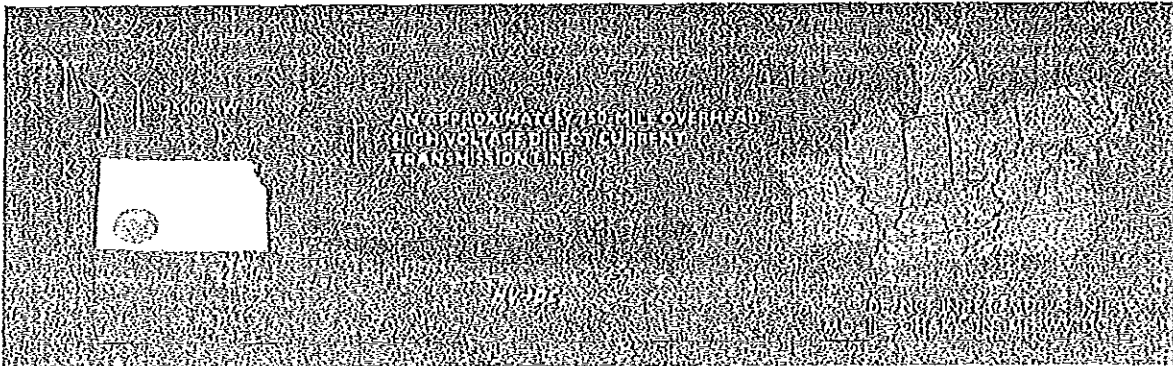


Figure 1. Grain Belt Express Clean Line graphic overview

Timeline

The development of a 750-mile transmission Project that traverses four states is a complex enterprise that requires coordinated outreach, engineering, interconnection, environmental, financial, and commercial efforts. In the past four years, Clean Line has methodically set and achieved key milestones in each of these areas, while maintaining its commitment to transparency and consideration of stakeholder input. We expect the Project to achieve commercial operation in 2018. Figure 2 outlines the current Project schedule.

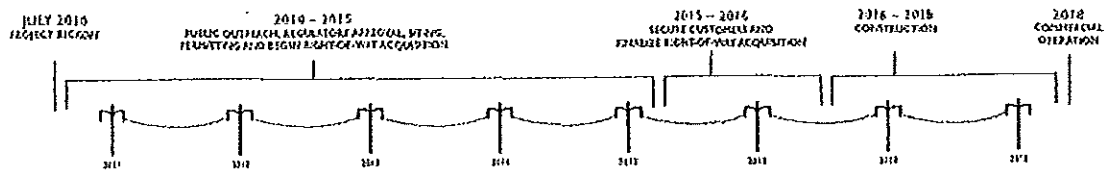


Figure 2. Grain Belt Express Clean Line schedule

Interconnection and Transmission Planning Coordination

The Grain Belt Express Clean Line is an interregional transmission project that will traverse the footprints of three Regional Transmission Organizations – the Southwest Power Pool, the Midcontinent Independent Transmission System Operator, and the PJM Interconnection. Clean Line is conducting studies with each of the RTOs to ensure that our project will reliably interconnect with the existing transmission system.

SPP

On the western end of the line, Clean Line has worked with SPP, to ensure that the Project can reliably interconnect to the grid. In August 2013, SPP's Transmission Working Group unanimously confirmed that Grain Belt Express Clean Line's reliability studies with affected parties met the SPP planning requirements to ensure grid reliability.

MISO

MISO is studying the interconnection of 500 MW near the Maywood 345kV line in northeast Missouri. MISO has completed the Feasibility Study.

PJM

At the eastern terminus of the line, PJM is studying the interconnection of 3,500 MW near Sullivan 765 kV in southwestern Indiana. Clean Line expects to receive results of the System Impact Study early next year. After receiving the System Impact Study results, Clean Line will enter the Facilities Study phase of the interconnection process.

RFI SCHEDULE AND PROCEDURE

The Grain Belt Express Clean Line RFI process will adhere to the following schedule.

November 18, 2013: RFI issued

December 2, 2013: Notice of Intent to Respond due (emailed to rfi@cleanlineenergy.com by 5:00 CDT)

December 4, 2013: Any changes to form of confidentiality agreement due (emailed to rfi@cleanlineenergy.com by 5:00 CDT)

December 16, 9:00 – 10:30 AM CDT: Respondents' Conference conducted via webinar to answer questions and provide clarification. Respondents will receive participation details upon submitting the Notice of Intent to Respond.

December 18, 2013: Confidentiality Agreement due (emailed to rfi@cleanlineenergy.com by 5:00 CDT)

December 20, 2013: Clean Line will return executed confidentiality agreements via email (emailed to rfi@cleanlineenergy.com by 5:00 CDT)

January 13, 2014: Response Form* and any supplemental materials due (emailed to rfi@cleanlineenergy.com by 5:00 CDT)

*If your company is developing multiple projects in the region, please complete a separate Response Form, Appendix 3, for each project.

PROPOSAL REQUIREMENTS

Clean Line is seeking to gather information on wind projects that can connect to its converter station in Ford County, Kansas. Please see [here](#) for an interactive map that details the proposed converter station location. Respondents should submit projects that are currently under development. Submitted projects should be capable of being on-line as early as 2018.

Respondents are asked to complete the Response Form, included as Appendix 3, with information on the following.

- Project description and development overview
- Wind resource and technology
- Indicative pricing

Clean Line acknowledges that none of the information provided by Respondents is binding and that it is provided solely for informational purposes. Further, none of the information provided will establish any rights with respect to the Project's capacity subscription..

CONTACT

Please submit all questions regarding the RFI process to rfi@cleanlineenergy.com.

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ENERGY PARTNERS

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All information regarding this RFI will be posted on Grain Belt Express Clean Line's RFI webpage www.grainbeltexpresscleanline.com/site/page/respond-to-rfi.

SUBMISSION

Respondents to this RFI are asked to submit the Notice of Intent to Respond via email to rfi@cleanlineenergy.com by 5:00 pm CDT on December 2, 2013.

Respondents who would like Clean Line to execute the one-way Confidentiality Agreement should submit the completed agreement via email to rfi@cleanlineenergy.com by 5:00 pm CDT on December 18, 2013.

Respondents to this RFI are asked to submit the Response Form and any supplemental material via email to rfi@cleanlineenergy.com by 5:00 pm CDT on January 13, 2014. Respondents will receive confirmation of the receipt of their response via email by 7:00 pm CDT on January 13, 2014.

APPENDICES

Appendix 1: Grain Belt Express Clean Line Development Update

Appendix 2: Notice of Intent to Respond

Appendix 3: Response Form*

Appendix 4: Form of Confidentiality Agreement

*If your company is developing multiple projects in the region, please complete a separate Response Form, Appendix 3, for each project.

Notice of Intent to Respond

Email completed form to rl@cleanlineenergy.com by December 2, 2013 to indicate intent to participate and receive details to join the Respondents' Conference on December 16, 2013.

Company Name

Address

City

State

Zip

Company Contact Name

Position

Email

Phone Number


Project Name

I am authorized by my company to provide this Notice of Intent to Participate in the Grain Belt Express Request for Information. My company is actively developing a wind energy project in the vicinity of the Grain Belt Express Clean Line.

Authorized Signature

Date



A. Executive Summary		
Company Name		
Address		
City	State	Zip
Company Contact Name	Position	
Email	Phone Number	
Project Name		
Nameplate Capacity (MW)	Annual Capacity Factor (% Nameplate)	
Project Location (City, County, State)	Proposed Commercial Operation Date	
		

B. Project Description, Site, & Development Status

Please provide answers to the questions below. Supplemental information may be attached to Respondent's submission as appendices (see Tab E).

What is the earliest date the Project could achieve commercial operation?

Is there an increasing demand for transmission service from the wind resource area of Western Kansas?

Describe the planned number of megawatts under development and the location of the project.

What is the maximum development potential in megawatts?

Describe the status of the Project Site control (under option, full ownership, purchase pending, etc.). Describe any potential expansion options.



C. Wind Resource & Technology

Wind Resource

Please summarize any meteorological towers commissioned on the Project Site.

Met Tower	Years of data collected
1	
2	
3	
4	
5	
6	

Provide the average wind speed for the Project Site and describe how the estimate was determined.

Technology

Please provide the following information about the turbines expected to be installed at the Project Site.

	Option 1	Option 2	Option 3
Manufacturer			
Model			
Rotor diameter (m)			
Tower height (m)			
Nameplate capacity per turbine (MW)			
Number of Turbines			
Resulting Net Capacity Factor (%)			
Resulting annual energy production (MWh)			



D. Indicative Pricing

Please provide indicative pricing for the standard terms outlined below. If Respondents choose to provide alternative pricing, they should fill in the corresponding assumption and any other relevant explanation. Clean Line acknowledges that pricing is indicative, not binding, and provided only for informational purposes.

Standard assumptions

Contract term (years)	25
Escalator (%)	0%
Project size (MW)	
Proposed in-service date (DD/MM/YY)	

Pricing at Project's busbar (required for all Projects)

Levelized price with full value Production Tax Credit (PTC) (\$/MWh)	
Levelized price without PTC (\$/MWh)	

Pricing that includes the cost of a generation tie to connect to the Grain Belt Express Clean Line converter station in Ford County, Kansas

Please see the interactive map here.

Levelized price with full value Production Tax Credit (PTC) (\$/MWh)	
Levelized price without PTC (\$/MWh)	

Alternative 1 (optional)

Contract term (years)	
Pricing point (busbar, etc.)	
Escalator (%)	
Incentives (PTC/no PTC)	
Project size (MW)	
Proposed in-service date (DD/MM/YY)	

Price (\$/MWh) (if giving a price with an escalator, this should be the Year 1 price.)	
Explanation	

Alternative 1 (optional)

Contract term (years)	
Pricing point (busbar, etc.)	
Escalator (%)	
Incentives (PTC/no PTC)	
Project size (MW)	
Proposed in-service date (DD/MM/YY)	

Price (\$/MWh) (If giving a price with an escalator, this should be the Year
1 price).
Explanation



E. Supplemental Information

Respondents are encouraged to provide any supplemental information that supports their responses to Forms A-D or provides additional relevant information about the Project. Supplemental information should be submitted along with the Response Form to rfi@cleanlineenergy.com according to the instructions included in the RFI. Below, please provide brief descriptions of any supplemental information provided.

Appendix 1

Appendix 2

Appendix 3

Appendix 4

Appendix 5

Appendix 6

Appendix 7

Appendix 8

Appendix 9

Appendix 10

CLEAN LINE
ENERGY PARTNERS

APPENDIX 4
FORM OF CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "*Agreement*") is effective as of the ____ day of _____, 2013, by and between Clean Line Energy Partners LLC, a Delaware limited liability company ("*Clean Line*"), and _____, a _____ ("*Generator*"). Clean Line and Generator are referred to jointly as the "*Parties*" and individually as a "*Party*".

WHEREAS, Generator, in connection with the Request for Information issued by Clean Line on November 18, 2013 (the "*RFI*"), will be disclosing to and supplying Clean Line with certain information regarding Generator's wind project in the Western Kansas region (which may include information as to wind speed, capacity, and pricing); and

WHEREAS, the Parties desire to reach an understanding with respect to the disclosure of such information.

THEREFORE, the Parties agree as follows:

1. Definition of Confidential Information. For the purpose of this Agreement, unless the context indicates otherwise, the term "*Confidential Information*" means all non-public reports, forecasts, and other information of Generator revealed, directly or indirectly, by Generator or Generator's affiliates, employees, directors, agents or advisors ("*Representatives*") to Clean Line and its Representatives in connection with the RFI, and all copies thereof.

2. Use of Confidential Information; Exceptions to Confidential Information. In connection with the RFI, certain Confidential Information may be furnished by Generator to Clean Line. Clean Line agrees that the Confidential Information it receives from Generator is proprietary, the property of Generator and, except as expressly provided herein, shall be kept strictly confidential. The Confidential Information shall not be sold, traded, published, or otherwise disclosed by Clean Line to anyone in any manner whatsoever, except as may be expressly provided for herein. Clean Line shall (unless Generator consents otherwise) use the Confidential Information solely for the purpose of developing the Grain Belt Express Clean Line transmission project. Notwithstanding anything herein to the contrary, Clean Line may disclose Confidential Information to its Representatives, and each of Clean Line and its Representatives may, without incurring any liability to Generator hereunder, disclose publically all general information regarding the RFI process and responses thereto (including information regarding the total number of responses, the total amount of nameplate capacity submitted, summarized wind speed, capacity factor, and pricing data); provided, that in making such public disclosures, Clean Line shall not disclose Confidential Information that relates solely to Generator. Further, Clean Line will reveal pricing data solely in a manner that combines such data from three or more respondents. Generator acknowledges that Clean Line's Representatives will form and retain mental impressions based upon the Confidential Information disclosed by Generator or its Representatives and agrees that it is not the intent of Generator that the non-use restrictions contained in this Agreement will prevent Clean Line's Representatives from performing their other work assignments for their respective employers.

Notwithstanding the provisions of Section 1, Confidential Information does not include any information which:

(a) at the time of disclosure is generally available or known to the public (other than as a result of a disclosure made directly or indirectly by Clean Line or its Representatives in violation of this Agreement);

(b) was already in Clean Line's possession on a non-confidential basis prior to disclosure hereunder by Generator, or which has been independently acquired or developed by Clean Line or any of its Representatives without the use of or reliance upon Generator's Confidential Information and without violating any of Clean Line's obligations under this Agreement; or

(c) is obtained by Clean Line or its Representatives on a non-confidential basis from a source other than Generator or Generator's Representatives, provided that such source is not known to Clean Line to be (i) bound by any applicable confidentiality agreement with Generator or its Representatives or (ii) otherwise prohibited from transmitting such Confidential Information to Clean Line or Clean Line's Representatives by a contractual, legal or fiduciary obligation.

3. Legally Required Disclosures. In the event that Clean Line or any of its Representatives to whom Clean Line transmits Confidential Information pursuant to this Agreement is requested or required pursuant to applicable law, or by any governmental body, regulatory agency or court of competent jurisdiction (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information or other information regarding the RFI, Clean Line will, if permitted by law, provide Generator with notice, prior to disclosing such information, so that Generator may seek an appropriate protective order and/or waive compliance with this paragraph. If, in the absence of a protective order or the receipt of a waiver hereunder, Clean Line or its Representatives is nonetheless legally compelled to disclose such information, it may, without liability hereunder, furnish that portion of such Confidential Information that is legally required and will exercise its reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such Confidential Information.

4. Return or Destruction of Confidential Information. The Confidential Information shall remain the property of Generator. At the written request of Generator, Clean Line will (except, in the case of electronically stored data, where technologically impracticable) promptly destroy or, at Clean Line's election, return to Generator all Confidential Information in Clean Line's or its Representatives' possession; provided, that Clean Line (i) shall not be obligated to return or destroy any documents created by it that may reflect or refer to Confidential Information and (ii) may create and retain an abstract describing the type of Confidential Information that it receives sufficient to document the nature and scope of Generator's response to the RFI.

5. Limitation on Damages. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages.

6. Amendments. No amendments, changes or modifications to this Agreement shall be valid unless the same are in writing and signed by a duly authorized representative of each Party.

7. Complete Agreement. This Agreement comprises the full and complete agreement of the Parties hereto with respect to the subject matter hereof and supersedes and cancels all prior communications, understandings and agreements between the Parties hereto, whether written or oral, expressed or implied with respect to the subject matter hereof.

8. Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party. Any assignment without such written consent shall be null and void and of no force or effect. This Agreement shall be binding upon the successors and permitted assigns of the Parties.

9. No Agreement as to Transaction. The execution of this Agreement by each Party will not be deemed to constitute an agreement or commitment on the part of either party to provide Confidential Information or to enter into any transaction of any nature whatsoever.

10. Term. This Agreement shall terminate upon the second anniversary of the date first written above, unless earlier terminated in writing by the Parties.

11. No Waiver. Each Party understands and agrees that no failure or delay by the other Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise of any right, power or privilege hereunder.

12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Any executed counterpart transmitted by facsimile or portable document format (.pdf) by any Party shall be deemed an original and shall be binding upon such Party.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflict of laws thereof. Each Party hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of New York and of the United States of America located in the State of New York for any actions, suits or proceedings arising out of or relating to this Agreement (and each Party agrees not to commence any action, suit or proceeding relating thereto except in such courts), and further agrees that service of any process, summons, notice or document by U.S. registered mail to such Party's address set forth below shall be effective service of process for any action, suit or proceeding brought against such Party in such court. Each Party hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement, in the courts of the State of New York or the United States of America located in the State of New York, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

14. Notices. Any notice to Clean Line hereunder shall be made in writing, by first class mail or overnight courier, to Clean Line Energy Partners LLC, Attn: Cary J. Kottler, General Counsel, 1001

McKinney, Suite 700, Houston, Texas, 77002. Any notice to Generator hereunder shall be made in writing, by first class mail or overnight courier, to *[address]*.

15. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any Party under this Agreement will not be materially and adversely affected thereby, such provision will be fully severable, this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

[Signature page follows.]

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IN WITNESS WHEREOF, this Agreement is effective as of the day and year first above written.

CLEAN LINE ENERGY PARTNERS LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____