

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

In the Matter of the Application of Grain Belt)
Express Clean Line LLC for a Certificate of)
Convenience and Necessity Authorizing it to)
Construct, Own, Operate, Control, Manage and)
Maintain a High Voltage, Direct Current) **Case No. EA-2016-0358**
Transmission Line and an Associated Converter)
Station Providing an Interconnection on the)
Maywood-Montgomery 345kV Transmission Line)

STAFF’S PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW

COMES NOW the Staff of the Public Service Commission of the State of Missouri and proposes the following Findings of Fact and Conclusions of Law:

Proposed Findings of Fact

Background

1. GBE is a limited liability company organized under the laws of the State of Indiana. GBE is a wholly-owned subsidiary of Grain Belt Express Holding LLC, a Delaware limited liability company, which is a wholly-owned subsidiary of Clean Line Energy Partners LLC (“Clean Line”).¹
2. GBE filed its application for a CCN pursuant to Section 393.170.1, RSMo, and Commission administrative rules, on August 30, 2016.²
3. The transmission line proposed to be constructed by GBE in the application is an approximately 780-mile, overhead, multi-terminal +600 kilovolt (“kV”) high-voltage, direct current (“HVDC”) transmission line and associated facilities (collectively, the “Project”).³

¹ Ex.100, Skelly Direct, p. 3.

² *Id.* at p. 4.

³ Ex. 100, Skelly Direct, p. 3.

4. The Project would traverse the states of Kansas, Missouri, Illinois and Indiana, including approximately 206 miles in Missouri.⁴ The Project would deliver 500 megawatts (“MW”) of wind-generated electricity from western Kansas to customers in Missouri, and another 3,500 MW to states further east.⁵

5. The Project would have three converter stations. One converter station would be located in western Kansas, where wind generating facilities would connect to the Project via alternating current (“AC”) lines. The Project will offer 500 MW of bi-directional service from the Missouri converter station to PJM Interconnection LLC (“PJM”) two other converter stations in eastern Missouri and eastern Illinois would deliver electricity to the AC grid through interconnections with transmission owners in the systems of Midcontinent Independent System Operator, Inc. (“MISO”) and PJM Interconnection, LLC (“PJM”), respectively.⁶

6. The Missouri portion of the Project would be located in the Missouri counties of Buchanan, Clinton, Caldwell, Carroll, Chariton, Randolph, Monroe, and Ralls.⁷

7. Grain Belt has acquired certain real estate (i.e., easements), and intends to acquire substantially more, and erect thereupon “fixtures and personal property . . . to be used for or in connection with or to facilitate the . . . transmission . . . of electricity for light, heat or power; and . . . devices, materials, apparatus or property for

⁴ *Id.* at p. 4.

⁵ Ex. 108, Galli Direct, p. 4.

⁶ Ex. 108, Galli Direct, pp. 4-7; Ex. 104, Berry Direct, pp. 4-5; Ex. 100, Skelly Direct, pp. 3-4.

⁷ Ex. 100, Skelly Direct, p. 4.

containing, holding or carrying conductors used or to be used for the transmission of electricity for light, heat or power[.]”⁸

8. Grain Belt is also requesting that the Commission excuse it from complying from the reporting and filing requirements of rules 4 CSR 240-3.145, 4 CSR 240-3.165, 4 CSR 240-3.175 and 4 CSR 240-3.190(1), (2) and (3)(A)-(D).

9. Hearings were held in March 2017, and the Commission issued its *First Report & Order* on August 16, 2017.⁹

10. In its *First Report & Order*, the Commission determined that it lacked authority to grant the requested CCN because Grain Belt could not show that it had received all necessary local consents as required by Section 393.270.2, RSMo.¹⁰ Because it found this issue to be dispositive, the Commission did not consider any other issues.

11. Four Commissioners issued a *Concurring Opinion*, stating that “had it not been for the ***Matter of Ameren Transmission Co.*** opinion,¹¹ we would have granted the [Grain Belt] application, as the evidence showed that the [Grain Belt] project is necessary or convenient for the public service.”¹²

⁸ Tr. vol. 24, p. 2143 “So we currently have 39 active easements in the state of Missouri. And the total parcel count along the transmission line route in the state of Missouri is 739. So we have 39 out of 739, which is a little more than 5 percent.”

⁹ ***In the Matter of Grain Belt Express Clean Line, LLC***, Case No. EA-2016-0358 (***First Report & Order***, iss’d Aug. 16, 2017).

¹⁰ *Id.*

¹¹ ***Matter of Ameren Transmission Co. of Illinois***, 523 S.W.3d 21 (Mo. App., W.D. 2017) (“***ATXP***”).

¹² ***In the Matter of Grain Belt Express Clean Line, LLC***, Case No. EA-2016-0358 (***Concurring Opinion of Hall, Chm., Kenney, Rupp, & Coleman, CC.***, iss’d Aug. 16, 2017), p. 2 (“***Concurring Opinion***”).

12. An appeal followed the Commission's *First Report & Order* and, on July 17, 2018, the Missouri Supreme Court reversed the Commission and overruled **ATXI**, remanding this case to the Commission for further proceedings.¹³

13. On November 9, 2018, Invenergy Transmission LLC, entered into a Membership Interest Purchase Agreement ("MIPA") with Grain Belt Express Holding LLC to acquire GBE subject to approval by both the Kansas Corporation Commission ("KCC") and the Missouri Public Service Commission ("Commission").¹⁴

14. Invenergy is a US-based company founded in 2001 and is North America's largest privately held company that develops, owns, and operates large-scale renewable and other clean energy generation, energy storage facilities, and electric transmission facilities across North America, Latin America, Japan and Europe.¹⁵

15. Invenergy will fund the development costs of the Project until the closing date of a Membership Interest Purchase Agreement between Grain Belt Express Holding LLC and Invenergy Transmission LLC, which is a subsidiary of Invenergy, LLC. Once it has purchased the Project, Invenergy Transmission will be responsible for securing the financing required to construct and operate the Project.¹⁶

16. Grain Belt Express Holding LLC and Invenergy Transmission also entered into a Development Management Agreement to provide development funding through the projected closing date of the MIPA.¹⁷

¹³ ***Grain Belt Express Clean Line, LLC v. Missouri Public Service Commission***, 555 S.W.3d 469 (Mo. banc 2018).

¹⁴Ex. 145, Detweiler Supplemental Direct, p. 3.

¹⁵ *Id.* at p. 6.

¹⁶ Exhibit 142, Berry Supplemental Direct, p. 3.

¹⁷ *Id.*

17. The Project's costs would not be recovered through the cost allocation process of any regional transmission organization approved by the Federal Energy Regulatory Commission ("FERC").¹⁸

18. The Project is a participant-funded, "shipper pays" transmission line. GBE would recover its capital costs by entering into voluntary, market-driven contracts with entities that want to become transmission customers of the Project.¹⁹ The required percentage of contracted capacity will depend on the price, counterparty creditworthiness, contract term, and other commercial terms with the transmission contracts.²⁰

19. GBE would offer transmission service through an open access transmission tariff that would be filed with and subject to the jurisdiction of the FERC under the Federal Power Act and FERC regulations. GBE customers would consist principally of wind energy producers in western Kansas and wholesale buyers of electricity, such as utilities, competitive retail energy suppliers, brokers, and marketers.²¹

20. The Project would not provide service to end-use customers or provide retail service in Missouri, so the Project would not be rate-regulated by the Commission.²²

¹⁸ Ex. 100, Skelly Direct, p. 7; Ex. 104, Berry Direct, p. 8.

¹⁹ Ex. 100, Skelly Direct, p. 12; Ex. 104, Berry Direct, p. 8; Ex. 111, Kelly Direct, p. 4.

²⁰ Ex 146, Hoffman Supplemental Direct, p. 6.

²¹ Ex. 100, Skelly Direct, pp. 23-24; Ex. 104, Berry Direct, p. 6; Ex. 111, Kelly Direct, pp. 4-5.

²² Ex. 100, Skelly Direct, p. 24.

Certificate of Convenience and Necessity Criteria

Need

21. Grain Belt has a transmission services agreement with the Missouri Joint Municipal Electric Utility Commission (MJMEUC) that gives MJMEUC the rights to purchase transmission capacity on the project at known prices, up to 200 MW from Kansas to Missouri, up to 25 MW from Missouri to PJM and, an option to purchase up to an additional 25 MW from Missouri to PJM at an indeterminate price.²³

22. The PPA between MJMEUC and Iron Star has been amended such that the entire 200 MW transmission service agreement (“TSA”) price is priced at \$1,167/Mw-month, which is a 30% decrease in the price of the second 100 MW tranche (previously \$1,667/Mw-month), and a 17.6% decrease in the overall cost of the full 200 MW transmission service agreement.²⁴

23. Grain Belt has a transmission services agreement with Realgy that gives Realgy the rights to purchase transmission capacity on the project, up to 25 MW from Kansas to Missouri and up to 25 MW from Kansas to PJM.²⁵

24. The Project will offer 500 MW of bi-directional service from the Missouri converter station to PJM, of which MJMEUC has agreed to purchase up to 50 MW.²⁶ This service will allow Missouri utilities an additional means to earn revenue from off-system sales of excess power.²⁷

²³ Ex. 480, Grotzinger Supplemental Direct, Schedule JG-9.

²⁴ Ex. 480, Grotzinger Supplemental Direct, pp. 1-2.

²⁵ Tr. Vol. 14, p. 965.

²⁶ *Id.*

²⁷ *Id.*

25. The Missouri Public Energy Pool (“MoPEP”) of 35 Missouri cities has committed to MJMEUC to buy 60 MW of the 200 MW of transmission capacity to which MJEUC has rights.²⁸

26. The City of Kirkwood has contracted with MJMEUC to buy 25 MW of the 200 MW of transmission capacity to which MJEUC has rights.²⁹

27. The City of Hannibal has contracted with MJMEUC to buy 15 MW of the 200 MW of transmission capacity to which MJEUC has rights.³⁰

28. However, Grain Belt’s loss of load expectation study does not demonstrate that the Grain Belt project will improve reliability in Missouri—study results showing a reduction from 0.004 day per year to 0.001 day per year do not demonstrate improved reliability when an accepted target in North America is 0.1 day per year.³¹

Qualifications

29. Grain Belt witness Hans Detweiler has led or advised on the development of all of Clean Line Energy Partners’, LLC electric transmission projects and is the lead develop of the Project. He provided strategic guidance related to the CCN proceedings at the Illinois Commerce Commission (“ICC”), was Director of State Policy for the American Wind Energy Association, and was Deputy Director of the Illinois Department of Commerce and Economic Development. Grain Belt witnesses, David Berry and Michael P. Skelly continue to be involved in the Project. Invenergy is North America’s largest privately held company that develops, owns, and operates

²⁸ Ex 476, Grotzinger Rebuttal p. 6.

²⁹ Tr. Vol. 16, pp. 990 and 1005.

³⁰ *Id.* at pp. 991 and 1005.

³¹ Ex 201, Staff Rebuttal Report, pp.15-16.

large-scale renewable and other clean energy generation, energy storage facilities, and electric transmission facilities across North America, Latin America, Japan and Europe. Invenergy has expertise in project development, permitting, transmission, interconnection, energy marketing, finance, engineering, project construction, operations and maintenance and has developed more than 20,000 MW of large-scale wind, solar, natural gas and energy storage facilities. Invenergy senior management has 15 to 30 years of experience.³²

Financial Capability

30. On November 9, 2018, Invenergy Transmission LLC, a subsidiary of Invenergy, executed a Membership Interest Purchase Agreement (“MIPA”) with Grain Belt Express Holdings. If Invenergy closes on the purchase of Grain Belt, Invenergy will become the sole equity investor at closing. Grain Belt’s capital needs during the development state will be funded by cash on hand at Invenergy and possibly equity capital from other investors. Invenergy’s cash balance as of December 31, 2017, was approximately six times greater than Clean Line’s cash balance as of the same date. The book value of Invenergy’s equity is twenty times greater than Clean Line’s equity. The Project will be funded with a combination of debt and equity, and Grain Belt will rely on the relationship Invenergy has with 60 financial institutions to raise capital for construction.³³

³² Ex 213, Revised Staff Supplemental Rebuttal Report, pp. 5-6; Ex 147, Zadlo Supplemental Direct, p. 6.

³³ Ex 213, Revised Staff Supplemental Rebuttal Report, pp. 6-8.

Economic Feasibility

31. On October 12, 2018, the Federal Energy Commission ("FERC") approved MISO's proposed set of connection procedures and a connection agreement for Merchant High Voltage Direct Current ("MHVDC") transmission projects.³⁴ MISO's proposal to revise its Generator Interconnection Procedures in Attachment X of its to include an injection rights construct for the use of MHVDC connection customers was also approved.³⁵

32. Under this new tariff MISO is now able to grant injection rights to generation facilities connecting to the Project's Kansas converter station.³⁶

33. However, Grain Belt has withdrawn from the MISO Generation Interconnection, and has yet to seek interconnection under the new MISO process, Attachment GGG: Merchant HVDC Transmission Connection Procedures.³⁷

34. The Grain Belt Express Project is a participant-funded project such that GBE assumes all financial risk of building and operating the transmission line.³⁸ The Project costs will not be recovered from Missouri ratepayers through either SPP or MISO regional cost allocation tariffs.³⁹

35. Nonetheless, Grain Belt has not provided a robust estimate for the costs of constructing the project, including reliable estimates of the cost of interconnecting the

³⁴ Ex. 143, Abebe Supplemental Direct, p. 5.

³⁵ *Id.* at pp. 5-6. See Order Accepting Tariff Provisions, Midcontinent Indep. System Operator, Inc., No. ER18-1410, 165 FERC ¶ 61,016 (Oct. 12, 2018).

³⁶ *Id.* at p. 6.

³⁷ Ex 213, Revised Staff Supplemental Rebuttal Report, p. 12

³⁸ *Id.* at p. 14.

³⁹ *Id.*

Missouri converter station, including any operating constraints that PJM, MISO, or SPP may impose that would impact Grain Belt's ability to operate the line and the Missouri converter station as it desires.⁴⁰

36. Grain Belt has not shown that the project will not require regional transmission upgrades as a result of wind energy transmitted into Missouri over the project because Grain Belt has not requested that MISO or SPP complete all of the system interconnection studies that would show whether those upgrades are needed.⁴¹

37. Grain Belt has not shown that the project will not require regional transmission upgrades as a result of wind energy transmitted into Missouri over the project because MISO and SPP have not completed all of the system interconnection studies that would show whether those upgrades are needed.⁴²

38. Since Grain Belt has not completed the RTO studies, the costs to integrate Grain Belt's converter station are unknown.⁴³

Public Interest

39. Grain Belt has not shown its project will improve reliability in Missouri in that the operating characteristics assumed in the modeling Grain Belt witness Pfeiffer provided are inconsistent with the operating characteristics described in the testimony of Grain Belt's other witnesses.⁴⁴

40. Grain Belt has not shown that it will not incur costs for regional transmission organization-required upgrades for the project to interconnect with the grid

⁴⁰ Ex. 201, Staff Rebuttal Report pp. 24-25.

⁴¹ *Id.*

⁴² Ex 201, p. 22 – RTO Interconnection Studies.

⁴³ Ex 213, Revised Staff Supplemental Rebuttal Report, p. 14.

⁴⁴ Ex. 201, pp. 15-16.

that may will be socialized, which may cause Missouri electricity consumers to bear some of those socialized costs.⁴⁵

41. Grain Belt estimates the Grain Belt project will cost about \$2.35 billion, with the projected cost of the line in Missouri totaling about \$425 million and the cost of the Missouri converter station totaling about \$100 million.⁴⁶

Conditions

42. Section 393.170, RSMo., authorizes the Commission to impose conditions on certificates of convenience and necessity that it deems are reasonable and necessary.

43. The Grain Belt project will affect Missouri landowners and their use of their land before, during and after construction.

44. If built, the Grain Belt project will conduct electricity with its attendant safety risks.

45. Grain Belt, Staff, and Rockies Express agreed to certain conditions contained in Exhibits 205 and 206. Grain Belt and Staff entered into an additional stipulated condition during the course of the hearing - "Grain Belt's owners, Invenergy Investment Company, LLC and Invenergy Transmission, LLC, shall cooperate with Staff in providing reasonable access to its un-redacted consolidated financial records, (including in-camera review of the notes to financial statements) until the completion or official abandonment of the project."⁴⁷ Invenergy commits to observe those conditions.⁴⁸

⁴⁵ *Id.* at p. 31

⁴⁶ Ex. 100 at p. 19.

⁴⁷ Transcript vol 22, p. 1964, lines 12-18.

⁴⁸ Ex. 145, p. 9.

46. Further, Grain Belt and Staff agreed to an additional condition:

If Grain Belt Express Clean Line LLC (“Grain Belt Express” or “Company”) acquires any involuntary easement in Missouri by means of eminent domain proceedings (“easement”) and does not obtain the financial commitments referred to in Section I(1) and Section I(1)(a) of the Conditions Agreed to by Grain Belt Express and Staff (Exhibit 206) within five years of the date that such easement rights are recorded with the appropriate county recorder of deeds, the Company agrees to return possession of the easement to the fee simple title holder (“title holder”) within 60 days and to cause the dissolution of the easement to be recorded with the county recorder of deeds. In the event of such a return of the easement to the title holder, no reimbursement of any payment made by Grain Belt Express to the title holder shall be due.⁴⁹

47. Staff further recommends that Grain Belt must demonstrate to the Commission that the outstanding studies do not raise any new issues, and if they do, that the Commission is satisfied with Grain Belt’s solution to address those issues.⁵⁰

48. Staff also recommends the Commission condition the CCN such that if the design and engineering of the Project materially changes from what is presented in its Application, Grain Belt is required to file an updated application subject to further review and determination by the Commission.⁵¹

Variances

49. The filing and reporting requirements of rules 4 CSR 240-3.145, 4 CSR 240-3.165, 4 CSR 240-3.175 and 4CSR 240-3.190(1), (2) and (3)(A)-(D) are intended for this Commission’s ratemaking authority over electrical corporations.

50. Grain Belt will have no retail customers.

51. This Commission will have no authority over Grain Belt’s rates.

⁴⁹ Staff Initial Brief [on remand] p. 34 and Grain Belt Initial Post-Hearing Brief on Remand, p. 30.

⁵⁰ Exhibit 213, Staff’s Revised Supplemental Rebuttal Report. p. 16.

⁵¹ *Id.* at pp. 16-17.

Proposed Conclusions of Law

A. The FERC, not this Commission, has jurisdiction over transmission right rates⁵² and primary jurisdiction over the safety⁵³ of interstate transmission lines, and this Commission's jurisdiction is limited to the impacts this project will have in and on Missouri that are not preempted by federal jurisdiction.

B. By offering electric transmission service to the public without discrimination, Grain Belt is a public utility.⁵⁴

C. Pursuant to § 386.020(15), RSMo., an electrical corporation is any entity that owns, operates, controls, or manages electric plant. "Electric plant," includes:

all real estate, fixtures and personal property operated, controlled, owned, used or to be used for or in connection with or to facilitate the generation, transmission, distribution, sale or furnishing of electricity for light, heat or power; and any conduits, ducts or other devices, materials, apparatus or property for containing, holding or carrying conductors used or to be used for the transmission of electricity for light, heat or power[.]⁵⁵

D. The statute unmistakably contemplates that the electric plant in question may be *future* or *intended* electric plant ("to be used for or in connection with").

E. Therefore, Grain Belt is an "electrical corporation" within the meaning of that term as defined by § 386.020(15), RSMo. 2016.

⁵² 16 U.S.C. §824e.

⁵³ The NERC exercises the FERC's safety authority. North American Electric Reliability Corp., 116 FERC ¶ 61,062 (ERO Certification Order), order on reh'g & compliance, 117 FERC ¶ 61,126 (ERO Rehearing Order) (2006), order on compliance, 118 FERC ¶ 61,030 (2007) (January 2007 Compliance Order).; 16 U.S.C. §824o.

⁵⁴ ***State ex rel. Ozark Power & Water Company v. Public Service Commission of Missouri***, 287 Mo. 782, 229 S.W. 782 (1921).

⁵⁵ Section 386.020(14), RSMo.

F. The authority for the Commission to approve the Project when necessary or convenient for the public service, including the authority to impose reasonable conditions, is stated in Section 393.170, RSMo.⁵⁶

G. Grain Belt requires the permission and approval of this Commission shown by a certificate of convenience and necessity to lawfully build that portion of the Grain Belt project in Missouri.

H. Grain Belt has the burden of proving the convenience or necessity of its project by a preponderance of the evidence.

Necessary or Convenient Standard

I. Section 393.170.3, RSMo., provides:

The commission shall have the power to grant the permission and approval herein specified 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. The commission may by its order impose such condition or conditions as it may deem reasonable and necessary. Unless exercised within a period of two years from the grant thereof, authority conferred by such certificate of convenience and necessity issued by the commission shall be null and void.

⁵⁶ 1. No gas corporation, electrical corporation, water corporation or sewer corporation shall begin construction of a gas plant, electric plant, water system or sewer system without first having obtained the permission and approval of the commission.

2. No such corporation shall exercise any right or privilege under any franchise hereafter granted, or under any franchise heretofore granted but not heretofore actually exercised, or the exercise of which shall have been suspended for more than one year, without first having obtained the permission and approval of the commission. Before such certificate shall be issued a certified copy of the charter of such corporation shall be filed in the office of the commission, together with a verified statement of the president and secretary of the corporation, showing that it has received the required consent of the proper municipal authorities.

3. The commission shall have the power to grant the permission and approval herein specified 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. The commission may by its order impose such condition or conditions as it may deem reasonable and necessary. Unless exercised within a period of two years from the grant thereof, authority conferred by such certificate of convenience and necessity issued by the commission shall be null and void.

J. The courts have explained the meaning of the phrase “necessary or convenient for the public service.” “The term ‘necessity’ does not mean ‘essential’ or ‘absolutely indispensable,’ but that an additional service would be an improvement justifying its cost.”⁵⁷

K. What is necessary and convenient encompasses regulation of monopoly for destructive competition, prevention of undesirable competition, and prevention of duplication of service.⁵⁸

L. The safety and adequacy of facilities are proper criteria in evaluating necessity and convenience, as are the relative experience and reliability of competing suppliers.⁵⁹

M. It is within the discretion of the Public Service Commission to determine when the evidence indicates the public interest would be served in the award of the certificate.⁶⁰

N. When considering an application for a CCN, the Commission considers the five *Tartan* factors:⁶¹ (1) there must be a need for the service; (2) the applicant must be qualified to provide the service; (3) the applicant must have the financial ability to provide the service; (4) the applicant’s proposal must be economically feasible; and (5) the service must promote the public interest.

⁵⁷ *State ex rel. Beaufort Transfer Co. v. Clark*, 504 S.W.2d 216, 219 (Mo. App., K.C.D. 1973).

⁵⁸ *State ex rel. Public Water Supply Dist. No. 8 v. Public Serv. Comm'n*, 600 S.W.2d 147, 154 (Mo. App. 1980).

⁵⁹ *State ex rel. Ozark Elec. Coop. v. Public Serv. Comm'n*, 527 S.W.2d 390, 394 (Mo.App.1975).

⁶⁰ *Id.* at p. 392.

⁶¹ *In the Matter of Tartan Energy Company*, 3 Mo.P.S.C.3d 173, 177 (1994).

Need

- O. It is unclear that the Grain Belt Project is needed.

Qualifications

- P. Grain Belt, under the ownership of Invenergy, is operationally qualified to build and operate the Project

Financial Capability

- Q. Grain Belt, under the ownership of Invenergy, is financially qualified to build and operate the Project.

Economic Feasibility

- R. The Project is economically feasible.

Public Interest

- S. The Grain Belt Project will not be detrimental to the public interest.

Ordered Paragraphs

1. Grain Belt Express Clean Line LLC's application for a certificate of convenience and necessity filed on August 30, 2016, as modified by an addendum filed October 27, 2016, is granted, subject to the conditions listed below.

Conditions

2. Exhibits 205, 206, and 210 are hereby incorporated and Grain Belt is directed to comply with each of the conditions as worded in those exhibits.
3. Grain Belt must adhere to its Missouri Landowner and Missouri Agricultural Impact Protocols, with the exception that Grain Belt is ordered to begin

making contributions its decommissioning fund protocol when the project begins commercial operations.

4. If the design and engineering of the Grain Belt project materially changes from how it is described Grain Belt's revised application in this case, Grain Belt must file an updated application for the project with the Commission for it to consider and act on.

5. Grain Belt must file its outstanding studies regarding this project with the Commission; if they raise any new issue(s), the Commission must be satisfied with Grain Belt's resolution of those issue(s).

6. If Grain Belt Express Clean Line LLC ("Grain Belt Express" or "Company") acquires any involuntary easement in Missouri by means of eminent domain proceedings ("easement") and does not obtain the financial commitments referred to in Section I(1) and Section I(1)(a) of the Conditions Agreed to by Grain Belt Express and Staff (Exhibit 206) within five years of the date that such easement rights are recorded with the appropriate county recorder of deeds, the Company agrees to return possession of the easement to the fee simple title holder ("title holder") within 60 days and to cause the dissolution of the easement to be recorded with the county recorder of deeds. In the event of such a return of the easement to the title holder, no reimbursement of any payment made by Grain Belt Express to the title holder shall be due.

7. Grain Belt's owners, Invenergy Investment Company, LLC and Invenergy Transmission, LLC, shall cooperate with Staff in providing reasonable access to its un-redacted consolidated financial records, (including in-camera review of the notes to financial statements) until the completion or official abandonment of the project.

8. Grain Belt must obtain the assents of the county commissions of each of the counties of Buchanan, Clinton, Caldwell, Carroll, Chariton, Randolph, Monroe and Ralls, Missouri, to use their public rights-of-way for the Grain Belt project before Grain Belt begins construction in Missouri, and file each of those assents with this Commission immediately after it obtains the assent.

9. Good cause exists to relieve Grain Belt from the filing and reporting requirements of rules 4 CSR 240-3.145, 4 CSR 240-3.165 (except for the annual report filing requirement for which Grain Belt does not need relief since it “agrees to file with the Commission the annual report that it files with FERC), 4 CSR 240-3.175 and 4CSR 240-3.190(1), (2) and (3)(A)-(D) because these filing and reporting requirements are intended for ratemaking, but this Commission will have no jurisdiction over Grain Belt’s rates because it will have no retail customers, so the filing and reporting requirements would impose a burden on Grain Belt with little commensurate benefit.

Respectfully submitted,

/s/ Mark Johnson

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Attorney for Staff of the
Missouri Public Service Commission

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served by electronic mail, or First Class United States Postal Mail, postage prepaid, on this 18th day of January 2019, to all counsel of record.

/s/ Mark Johnson