

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

Missouri Landowners Alliance, and Eastern)
Missouri Landowners Alliance DBA Show Me)
Concerned Landowners, and John G. Hobbs,)
)
Complainants,)
)
v.)
)
Grain Belt Express LLC, and Invenergy)
Transmission LLC,)
)
Respondents.)

File No. EC-2021-0059

REPLY BRIEF

COMES NOW the Staff of the Missouri Public Service Commission (“Staff”), through the undersigned counsel, and for its *Reply Brief* respectfully states:

REPLY

Grain Belt Express LLC and Invenergy Transmission LLC (“Grain Belt” or “Respondents”) publishing of a plan not authorized by its current Certificate of Convenience and Necessity (“CCN”) via press release does not state a cause of action for the invalidation of its CCN.¹ As addressed in Staff’s *Initial Brief*, the “mere proposal”² of such a plan is simply not enough to constitute a cause of action that would invalidate Grain Belt’s CCN. The Missouri Landowners Alliance, Eastern Missouri Landowners Alliance DBA Show Me Concerned Landowners, and John G. Hobbs (“Complainants”)³ fail to address how the mere publication of contemplated changes can lead to the

¹ *Staff’s Initial Brief*, pg. 4.

² *Id.*

³ *Initial Brief of Complainants*, pg. 2.

invalidation of a Grain Belt's CCN. Instead, Complainants give credence to Grain Belt's claim that they are acting as "the Thought Police."⁴

Section 393.170 is clear: a CCN expires two years after it is issued if it is not exercised. Under the plain language of the statute, if a CCN-holder truly does not intend to exercise its CCN authority, that authority expires on a specific date under a single, unambiguous, objective criterion. There is no provision in 393.170 to revoke a CCN on an uncertain date, based on unspecified and subjective evidence of a company's intent to commit to a project. Though the Complainants do cite the abandonment of a second nuclear facility by Union Electric in 1981⁵ as support for their complaint, the Commission should not read into the statute provisions that are not there. Union Electric explicitly abandoned the CCN for the second nuclear facility, and allowed it to expire. However, unlike Union Electric, Grain Belt explicitly denies its intent to abandon its original CCN, and Complainants ask the Commission to stack inferences on top of assumptions to find otherwise. Complainants, with only a press release as evidence, cite no concrete evidence that Grain Belt has abandoned its initial project for which it was granted a CCN in EA-2016-0358.⁶ Complainants further argue that the omission of any mention of the original project in the press release is "telling"⁷ enough to infer that Grain Belt has abandoned its original CCN.

However, as described by Grain Belt in its Initial Brief, "the Project design discussed in Respondents' press release is fluid and conceptual, and is intentionally malleable to leave room for multiple assumptions and business scenarios still under

⁴ *Respondents' Initial Brief*, pg. 4.

⁵ *Complainants' Initial Brief*, pg. 4.

⁶ *Complainants' Initial Brief*, pg. 6, 8, 9 and 10.

⁷ *Id.*, pg. 8.

consideration.”⁸ With nothing concrete in place, there is not at this time an actual, defined plan that Grain Belt has proposed to replace its original project with.

As referenced in both the press release and Grain Belt’s Initial Brief, no changes will be implemented without the necessary regulatory approval. Staff continues to argue that, “[s]o long as Grain Belt obtains prior Commission approval of any design or engineering materially different from that already approved, there is no violation of either Section 393.170 or the Commission’s condition.”⁹

CONCLUSION

Staff concludes that Grain Belt’s issuing of a press release detailing proposed changes to its current transmission project, and its commitment to seek regulatory approval for those proposed changes from the Commission as needed, does not constitute a cause of action that would lead to the invalidation of its CCN.

WHEREFORE, Staff submits this *Reply Brief* for the Commission’s consideration and information.

/s/ Travis J. Pringle

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⁸ *Respondents’ Initial Brief*, pg. 5.

⁹ *Staff’s Initial Brief*, pg. 5.

CERTIFICATE OF SERVICE

I certify that copies of the foregoing have been emailed to all parties and/or counsel of record on this 30th day of October, 2020.

/s/ Travis J. Pringle