

**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 ) Case No. EA-2016-0358  
Voltage, Direct Current Transmission Line )  
and an Associated Converter Station )  
Providing an Interconnection on the )  
Maywood-Montgomery 345 kV )  
Transmission Line. )

**MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION'S  
PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW**

**Findings of Fact:**

(1) The Missouri Joint Municipal Electric Utility Commission (“MJMEUC”) is a joint action agency that allows non-profit utilities, such as municipal utilities, to work together to achieve economies of scale in purchasing commodities (such as electric) or achieve economies of scale for providing services that would be difficult for the individual utilities to achieve on their own.<sup>1</sup>

(2) MJMEUC intervened in this matter on behalf of its sixty-eight Missouri municipality members which, together with its advisory member, a rural electric cooperative with more than 21,000 customers, serve some 347,000 retail customers in Missouri with a combined peak load of approximately 2,600 MW.<sup>2</sup>

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<sup>1</sup> Exhibit 475, page 3, lines 3 – 6 (Rebuttal Testimony of MJMEUC’s Duncan Kincheloe).

<sup>2</sup> Exhibit 475, page 3, lines 15 – 18.

(3) MJMEUC owns generation that supplies some of its members' energy needs, but has primarily used purchase power agreements ("PPAs") to provide renewable energy to its members.<sup>3</sup>

(4) MJMEUC's wholesale customers, particularly its committee consisting of a group of thirty-five Missouri cities, the Missouri Public Energy Pool ("MoPEP"), demand affordable renewable energy as some are leaders within Missouri in providing renewable energy to their customers.<sup>4</sup>

(5) MoPEP is oversubscribed in its ability to offer its members renewable retail products and cannot meet the needs and demands of its city members until it adds additional renewable resources.<sup>5</sup>

(6) MJMEUC has also used transmission service agreements ("TSAs") with other utilities to provide energy to its members, these TSAs are typically subject to Regional Transmission Organization ("RTO") costs for future transmission expansion, and these future costs are difficult to determine.<sup>6</sup>

(7) MJMEUC does not presently own transmission within the Midcontinent Independent System Operator ("MISO") or Southwest Power Pool ("SPP") RTOs.<sup>7</sup>

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<sup>3</sup> Exhibit 475, page 2, lines 5 – 7.

<sup>4</sup> Exhibit 475, page 5, lines 7 – 12 and NP Exhibit 476, page 9, lines 19 - 23.

<sup>5</sup> Tr. 1112:9 – 25 (Hearing testimony of MJMEUC's John Grotzinger).

<sup>6</sup> Exhibit 475, page 2, lines 8 – 13.

<sup>7</sup> Exhibit 475, page 3, lines 21 – 22.

(8) In 2021, a contract for 100 MW of coal energy and capacity with Illinois Power Marketing Company (“IPM”) will expire. That contract serves MoPEP, for which MJMEUC provides full-requirements for wholesale energy, capacity and ancillary services.<sup>8</sup>

(9) MJMEUC and Grain Belt Express Clean Line, LLC (“Grain Belt”) executed a TSA that gives MJMEUC the option to purchase up to 200 MW of firm transmission capacity, which is quite affordable and will allow predictable, stable cost increases in transmission well into the future.<sup>9</sup>

(10) The corresponding PPA that MJMEUC executed with Infinity Wind will allow Kansas wind energy to flow across Grain Belt and into MISO where MoPEP and individual MJMEUC members can deliver that low-cost renewable energy to their customers.<sup>10</sup>

(11) MJMEUC’s PPA with Infinity Wind absolutely causes MJMEUC to be obligated to take that power and pay for it, assuming the Grain Belt Express Line is built and is available for service.<sup>11</sup>

(12) Through its PPA with MJMEUC, Infinity Wind is contractually obligated to provide Kansas wind energy to its Missouri customers or forfeit its payments of significant security which escalate over the 20 year life of the contract.<sup>12</sup>

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<sup>8</sup> Exhibit 475, page 2, lines 18 – 19 and page 4, lines 12 – 17.

<sup>9</sup> Exhibit 475, page 2, lines 14 – 16.

<sup>10</sup> Exhibit 475, page 2, lines 16 – 20.

<sup>11</sup> Tr. 1001:10 – 23 (Chairman Hall’s questions to MJMEUC’s Duncan Kincheloe).

<sup>12</sup> In-Camera Tr. 1211:6 – 1212:16 (Chairman Hall’s questions to Infinity’s Matt Langley but no specific quotations cited here so no need to handle as “HC” material).

(13) The thirty-five MJMEUC cities which form the MoPEP group committed in December 2016 to purchase 60 MW of affordable Kansas wind energy delivered over Grain Belt, which allows MoPEP to replace 60 of the 100 MW of energy from the IPM contract that will expire in 2021.<sup>13</sup>

(14) MJMEUC's obligations under the TSA with Grain Belt and the PPA with Infinity are not connected to any future contract MJMEUC might execute with Illinois Power Marketing.<sup>14</sup>

(15) The City of Kirkwood contracted to purchase 25 MW of Kansas wind energy delivered over Grain Belt.<sup>15</sup>

(16) The City of Hannibal contracted to purchase 15 MW of Kansas wind energy delivered over Grain Belt.<sup>16</sup>

(17) MJMEUC expects the City of Columbia to soon contract to purchase 35 MW, and the City of Centralia to purchase 1 MW, which when combined with the existing contracts will commit no less than 136 MW of the 200 MW of Kansas wind energy available to MJMEUC through its TSA with Grain Belt.<sup>17</sup>

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<sup>13</sup> Tr. 1004:3 – 1005:3 (Re-direct exam of MJMEUC's Duncan Kincheloe and Exhibit 478).

<sup>14</sup> Tr. 997:6 – 998:16 (Chairman Hall's questions to MJMEUC's Duncan Kincheloe).

<sup>15</sup> Tr. 990:13 – 991:7 (MLA Cross-exam of MJMEUC's Duncan Kincheloe) and Tr. 1005:4 – 12 and Exhibit 479 (Re-direct exam of MJMEUC's Duncan Kincheloe).

<sup>16</sup> Tr. 991:8 – 16 (MLA Cross-exam of MJMEUC's Duncan Kincheloe) and Tr. 1005:13 – 21 and Exhibit 479 (Re-direct exam of MJMEUC's Duncan Kincheloe).

<sup>17</sup> Exhibit 477, page 2, lines 17 – 22 and page 3, lines 8 – 15 (NP Surrebuttal Testimony of MJMEUC's John Grotzinger).

(18) The early termination options in the TSA, the PPA and the MoPEP, Kirkwood and Hannibal contracts do not release the parties to those five contracts from providing, taking and paying for Kansas wind energy delivered to Missourians if Grain Belt is built. Rather, the parties will be released from their obligations under those contracts only if the Commission denies Grain Belt's requested CCN.<sup>18</sup>

(19) MJMEUC needs Grain Belt to meet its reserve obligation and its load, and the cost of meeting that need will "likely raise" if Grain Belt is not built.<sup>19</sup>

(20) If Grain Belt is not built, MJMEUC will have to acquire more expensive resources to address the needs of its MoPEP city members and other city members who take power from MISO, and these additional costs will be paid by the customers of these cities.<sup>20</sup>

(21) Considering the entire 200 MW provided to MJMEUC through the TSA, and when compared to SPP transmission rates and the through and out charge to export energy into MISO, MJMEUC's wholesale customers will save approximately \$10 million annually in transmission charges alone.<sup>21</sup>

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<sup>18</sup> Tr. 1006:9 – 25 (Re-direct examination of MJMEUC's Duncan Kincheloe).

<sup>19</sup> Tr. 1011:23 – 1012:4 (Hearing testimony of MJMEUC's John Grotzinger).

<sup>20</sup> Exhibit 476, page 4, lines 4 – 10 (NP Rebuttal Testimony of John Grotzinger).

<sup>21</sup> Exhibit 476 NP, page 5, lines 1 – 6, Schedule JG-3 and Tr. 998:23 – 999:21 (Hearing testimony of MJMEUC's Duncan Kincheloe).

(22) SPP through and out pricing rose by 20% from January 2016 to January 2017 and thus MJMEUC members will save an additional \$1.2 million annually for service over Grain Belt.<sup>22</sup>

(23) For wind power and transmission service combined, the thirty-five MoPEP cities will save just under \$11 million annually over the cost of the IPM contract which expires in 2021.<sup>23</sup>

(24) MJMEUC is non-profit and its city members receive these savings “dollar for dollar” and are likely to pass on those savings to their residential and industrial customers through “rate relief” or “deferred maintenance” in the smallest communities “that are struggling economically.”<sup>24</sup>

(25) Setting aside the first mover rate obtained by MJMEUC for its members, subsequent purchasers will likely choose Grain Belt as the least-cost service even at the full tariff rate because they will experience savings versus the service offered by SPP and MISO.<sup>25</sup>

(26) Infinity Wind’s Kansas wind energy delivered over Grain Belt to MJMEUC’s Missouri members is lower in cost than the lowest cost proposal received by MJMEUC in its September 2016 solicitation.<sup>26</sup>

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<sup>22</sup> Tr. 1103:3 – 1106:11, Exhibit 477 NP, Schedule JG-3.

<sup>23</sup> Tr. 999:21 – 1000:10 and Tr. 1002:15 – 20 (Hearing testimony of MJMEUC’s Duncan Kincheloe).

<sup>24</sup> Tr. 1000:14 – 1001:9 (Hearing testimony of MJMEUC’s Duncan Kincheloe).

<sup>25</sup> Tr. 1106:12 – 1110:15; Exhibit 477 NP, Schedule JG-8.

<sup>26</sup> Tr. 1457:7 – 23 (Hearing testimony of MLA’s Joseph J. Jaskulski).

(27) Infinity Wind’s Kansas wind energy delivered over Grain Belt to MJMEUC’s Missouri members is cheaper than Iowa or Missouri wind delivered over MISO to MJMEUC.<sup>27</sup>

(28) It is undisputed that the Grain Belt- MJMEUC-Infinity Wind contracts will save MJMEUC’s members at least \$3 million annually for the twenty-plus life of the contract.<sup>28</sup>

(29) Because MJMEUC is a non-profit entity with no shareholders, the \$3 million annual savings over the twenty-plus life of the contracts will flow as benefits to the members of MJMEUC.<sup>29</sup>

(30) The transmission line project is planned to cross properties owned by “about 570 unique landowners” and 39 of those landowners in Missouri have already provided Grain Belt with easements on their properties.<sup>30</sup>

(31) There are fewer than 100 Missouri landowners whose properties are within 100 feet of Grain Belt but will not be actually crossed by the line.<sup>31</sup>

**Conclusions of Law:**

(1) MJMEUC, an intervenor in this matter, is a joint action agency and a body public and corporate of the State of Missouri, organized as a joint municipal utility commission pursuant to §393.700 et seq. Revised Statutes of Missouri, and authorized to (1) construct, operate and

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<sup>27</sup> Tr. 1557:17 – 1558:5 and Tr. 1566:6 – 1567:21 (Hearing testimony of Show Me’s Paul Glenden Justis, Jr.).

<sup>28</sup> Tr. 1476:12 – 18 (Hearing testimony of MLA’s Joseph J. Jaskulski).

<sup>29</sup> Tr. 1465:15 – 1466:1 (Hearing testimony of MLA’s Joseph J. Jaskulski).

<sup>30</sup> Tr. 427:3 – 428:17 (MLA Cross-Examination of Grain Belt’s Deann Lanz).

<sup>31</sup> Tr. 374:18 – 375:8 (MLA Cross-Examination of Grain Belt’s Mark Lawlor).

maintain transmission and generation facilities for the production and transmission of electric power for its members, (2) purchase and sell electric power and energy, and (3) enter into agreements with any person for the transmission of electric power.<sup>32</sup>

(2) MJMEUC is non-profit and thus its members receive the benefits of savings MJMEUC obtains in purchasing transmission and energy.<sup>33</sup>

(3) MJMEUC acted within its statutory authority to execute the Transmission Service Agreement with Grain Belt and the Power Purchase Agreement with Infinity Wind.<sup>34</sup>

(4) The thirty-five MJMEUC cities which form the MoPEP group lawfully committed in December 2016 to purchase 60 MW of Infinity Wind Kansas wind energy delivered over Grain Belt.<sup>35</sup>

(5) The City of Kirkwood lawfully contracted on March 15, 2017 to purchase 25 MW of Infinity Wind Kansas wind energy delivered over Grain Belt.<sup>36</sup>

(6) The City of Hannibal lawfully contracted on March 15, 2017 to purchase 15 MW of Infinity Wind Kansas wind energy delivered over Grain Belt.<sup>37</sup>

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<sup>32</sup> §393.700 *et seq.* Revised Statutes of Missouri and Exhibit 475, page 3, lines 8 – 12.

<sup>33</sup> Tr. 1000:14 – 1001:9 (Hearing testimony of MJMEUC’s Duncan Kincheloe) and Tr. 1465:15 – 1466:1 (Hearing testimony of MLA’s Joseph J. Jaskulski).

<sup>34</sup> §393.715 Revised Statutes of Missouri.

<sup>35</sup> Exhibit 478.

<sup>36</sup> Exhibit 479.

<sup>37</sup> Exhibit 479.

(7) If Grain Belt is built and available for service, Grain Belt, MJMEUC, Infinity Wind, MoPEP, Kirkwood and Hannibal are bound by their interrelated contracts to perform according to the terms of those contracts.<sup>38</sup>

(8) “In matters of public convenience and necessity there must be consideration of the future [and] [c]onsideration of the future should be ‘part of a comprehensive evaluation of whether the public convenience and necessity would be served.’”<sup>39</sup>

(9) The “public” that is relevant to the inquiry of the public convenience and necessity is “the public service by the utility [which] is interested in the service rendered by the utility and the price charged therefor; [and the] investing public [which] is interested in the value and stability of the securities issued by the utility.”<sup>40</sup>

(10) “Determining what is in the interest of the public is a balancing process...[in which] the total interests of the public served must be assessed...[and] means that some of the public may suffer adverse consequences for the total public interest [because][i]ndividual rights are subservient to the rights of the public.”<sup>41</sup>

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<sup>38</sup> §393.715 Revised Statutes of Missouri, Exhibit 478 and Exhibit 479.

<sup>39</sup> *Office of Public Counsel v. Missouri PSC (In re KCP&L Greater Missouri Operations Co.)*, Docket Nos. WD79550 and WD 79551, 2016 Mo. App. LEXIS 1318 \*10-11, internal citations omitted.

<sup>40</sup> *State ex rel. St. Louis v. Public Service Commission*, 73 S.W.2d 393, 399 (Mo. 1934).

<sup>41</sup> *Report & Order*, EA-2014-0207, Issued July 1, 2015, page 24.

(11) "Having another energy source available" benefits Missourians and some individual "casualties are the price paid for 'progress.'"<sup>42</sup>

(12) A determination of the "public interest" is "in essence a conclusory finding as there is no specific definition of what constitutes the public interest [and][g]enerally speaking, positive findings with respect to the other four [*Tartan*] standards will in most instances support a finding that an application for a certificate of convenience and necessity will promote the public interest."<sup>43</sup>

(13) The elected decision-makers for the MoPEP cities, the City of Kirkwood and the City of Hannibal, who have decided their communities need the service offered by Grain Belt, are in the best position to assess the need for that service, and this Commission concludes as a matter of law that there is a need for the service offered by Grain Belt.<sup>44</sup>

(14) Because risk of underestimation of costs is assumed by the shippers on this participant-funded line, this Commission concludes as a matter of law that Grain Belt is viable and economically feasible and the public benefit outweighs the risk of any underestimation of costs.<sup>45</sup>

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<sup>42</sup> *In re Tartan Energy*, 3 Mo.P.S.C.3d 173, 1994 Mo. PSC LEXIS 26 \*42-45 (September 16, 1994).

<sup>43</sup> *In re Tartan Energy*, 1994 Mo. PSC LEXIS 26 \*40-41.

<sup>44</sup> *Id.* at \*18.

<sup>45</sup> *Id.* at \*40.

(15) The evidence is that the TSA between Grain Belt and MJMEUC will provide MJMEUC's members with savings between \$3 million and \$11 million in annual savings over the life of the twenty-plus year contracts. At a minimum, the savings will be \$60 million over the life of the contracts, and the Commission finds as a matter of law these savings are a significant benefit to the larger public and that Grain Belt is in the public interest.<sup>46</sup>

Respectfully Submitted,

By: /s/ Peggy A. Whipple  
Peggy A. Whipple MO Bar # 54758  
Douglas L. Healy, MO Bar #51630  
Penny M. Speake, MO Bar #37469  
Healy Law Offices, LLC  
514 East High Street, Suite 22  
Jefferson City, MO 65101  
Telephone: (573) 415-8379  
Facsimile: (573) 415-8379  
Email: [peggy@healylawoffices.com](mailto:peggy@healylawoffices.com)  
**ATTORNEYS FOR MJMEUC**

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<sup>46</sup> Tr. 1465:15 – 1466:1 (Hearing testimony of MLA's Joseph J. Jaskulski) and Tr. 998:23 – 999:21 (Hearing testimony of MJMEUC's Duncan Kincheloe).

## CERTIFICATE OF SERVICE

I hereby certify that the foregoing Missouri Joint Municipal Electric Utility Commission's Proposed Findings of Fact and Conclusions of Law was served by electronically filing with EFIS and emailing a copy to the following interested persons on this 25th day of April, 2017:

Missouri Public Service Commission  
Staff Counsel Department  
P.O. Box 360  
Jefferson City, MO 65102  
staffcounsel@psc.mo.gov

Grain Belt Express Clean Line, LLC  
Joshua Harden  
4520 Main Street, Suite 1100  
Kansas City, MO 64111  
joshua.harden@dentons.com

Office of the Public Counsel  
James Owen  
P.O. Box 2230  
Jefferson City, MO 65102  
opcservice@ded.mo.gov

Grain Belt Express Clean Line, LLC  
Karl Zobrist  
4520 Main Street, Suite 1100  
Kansas City, MO 64111  
karl.zobrist@dentons.com

Grain Belt Express Clean Line, LLC  
Lisa A. Gilbreath  
254 Commercial Street  
Portland, ME 64111-0410  
[lgilbreath@pierceanwood.com](mailto:lgilbreath@pierceanwood.com)

Grain Belt Express Clean Line, LLC  
Cary Kottler  
1001 McKinney, Suite 700  
Houston, TX 77002  
ckottler@cleanlineenergy.com

Missouri Public Service Commission  
Nathan Williams  
P.O. Box 360  
Jefferson City, MO 65102  
Nathan.Williams@psc.mo.gov

Brubaker & Associates, Inc.  
Greg Meyer  
P.O. Box 412000  
St. Louis, MO 63141-2000  
mbrubaker@consultbai.com

Brubaker & Associates, Inc.  
Greg Meyer  
P.O. Box 412000  
St. Louis, MO 63141-2000  
gmeyer@consultbai.com

Consumers Council of Missouri  
John B. Coffman  
871 Tuxedo Blvd.  
St. Louis, MO 63119-2044  
john@johncoffman.net

Eastern Missouri Landowners Alliance  
David C. Linton  
314 Romaine Spring View  
Fenton, MO 63026  
jdlinton@reagan.com

Empire District Electric Company  
Dean L. Cooper  
P.O. Box 456  
Jefferson City, MO 65102  
dcooper@brydonlaw.com

Grain Belt Express Clean Line, LLC  
Erin Szalkowski  
1001 McKinney Street, Suite 700  
Houston, TX 77002  
eszalkowski@cleanlineenergy.com

IBEW Local Union 2  
Emily Perez  
7730 Carondelet Ave., Suite 200  
St. Louis, MO 63105  
eperez@hammondshinners.com

Missouri Industrial Energy Consumers  
Diana M. Vuylsteke  
211 N. Broadway, Suite 3600  
St. Louis, MO 63102  
dmvuylsteke@bryancave.com

Natural Resources Defense Council  
Henry B. Robertson  
319 N. Fourth St., Suite 800  
St. Louis, MO 63102  
hrobertson@greatriverslaw.org

Office of the Public Counsel  
Timothy Opitz  
P.O. Box 2230  
Jefferson City, MO 65102  
Timothy.opitz@ded.mo.gov

Michele Hall  
4520 Main St, Suite 1100  
Kansas City, MO 64111  
Michele.hall@dentons.com

The Wind Coalition  
Deirdre K. Hirner  
2603 Huntleigh Place  
Jefferson City, MO 65109  
dhirner@awea.org

IBEW Local Union 2  
Sherrie Hall  
7730 Carondelet Ave., Suite 200  
St. Louis, MO 63105  
sahall@hammondshinners.com

Infinity Wind Power  
Terri Pemberton  
3321 SW 6<sup>th</sup> Avenue  
Topeka, KS 66606  
terri@caferlaw.com

Missouri Landowners Alliance  
Paul A. Agathen  
485 Oak Field Ct.  
Washington, MO 63090  
paa0408@aol.com

Office of the Public Counsel  
Chuck Hyneman  
P.O. Box 2230  
Jefferson City, MO 65102  
Charles.hyneman@ded.mo.gov

Office of the Public Counsel  
James Owen  
P.O. Box 2230  
Jefferson City, MO 65102  
james.owen@ded.mo.gov

The Wind Coalition  
Sean Brady  
P.O. Box 4072  
Wheaton, IL 60189-4072  
[sbrady@windonthewires.org](mailto:sbrady@windonthewires.org)

Missouri Farm Bureau  
Brent Haden  
827 East Broadway  
Columbia, MO 65201  
brent@hadenlaw.com

Renew Missouri  
Andrew J. Linhares  
1200 Rogers Street, Suite B  
Columbia, MO 65201-4744  
Andrew@renewmo.org

Rockies Express Pipeline  
Sarah E. Giboney  
Cheryl L. Lobb  
Colly J. Durley  
P.O. Box 918  
Columbia, MO 65205-0918  
giboney@smithlewis.com  
lobb@smithlewis.com  
durley@smithlewis.com

David Cohen  
1200 Rodgers Street, Suite B  
Columbia, MO 65201  
david@renewmo.org

David Woodsmall  
807 Winston Court  
Jefferson City, MO 65101  
David.woodsmall@woodsmalllaw.com

Glenda Cafer  
3321 Southwest 6<sup>th</sup> Avenue  
Topeka, KS 66606  
glenda@caferlaw.com

James Faul  
4399 Laclede Avenue  
St. Louis, MO 63108  
jfaul@hghllc.net

Brian Bear  
P.O. Box 1766  
Jefferson City, MO 65102  
brian.bear@ded.mo.gov

Legal Department  
P.O. Box 66149, Mail Code 1310  
St. Louis, MO 63166-6149  
amerenmoservice@ameren.com

Missouri Industrial Energy Consumers  
Lewis Mills  
221 Bolivar Street, Suite 101  
Jefferson City, MO 65101-1574  
lewis.mills@bryancave.com

/s/ Peggy A. Whipple  
Peggy A. Whipple