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MISSOURI PUBLIC SERVICE COMMISSION

File No. EA-2015-0146

SURREBUTTAL TESTIMONY

OF

DOUGLAS J. BROWN

ON

BEHALF OF

AMEREN TRANSMISSION COMPANY OF ILLINOIS

St. Louis, Missouri
November, 2015

ATX/1 Exhibit No. 8
Date 1/25/16 Reporter JL
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SURREBUTTAL TESTIMONY

OF

DOUGLAS J. BROWN

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1 **Q. Please state your name and business address.**

2 A. My name is Douglas J. Brown, and my business address is 2100 Bluestone Drive,
3 St. Charles, Missouri 63303.

4 **Q. By whom and in what capacity are you employed?**

5 A. I am employed as Manager - Real Estate by Ameren Services Company ("Ameren
6 Services"), working as right-of-way agent for Ameren Transmission Company of Illinois
7 ("ATXI").

8 **Q. Are you the same Douglas J. Brown who filed direct testimony in this case?**

9 A. Yes, I am.

10 **Q. What is the purpose of your surrebuttal testimony?**

11 A. The purpose of my surrebuttal testimony is to respond to issues raised in the
12 rebuttal testimony of Staff witness Daniel I. Beck and to issues raised by certain of the
13 Neighbors United Against Ameren's Power Line (the "Neighbors") witnesses, including those
14 witnesses who allege that projects such as the Mark Twain Transmission Project (the "Project")
15 may cause interference with farming activities and impact on land values. I will further outline
16 the process that ATXI goes through in the acquisition of right-of-way, including ATXI's efforts
17 to obtain voluntary easements through good faith negotiations associated with transmission line
18 projects such as the Project. I will also address and respond to certain of the Staff recommended

1 conditions as they relate to the acquisition and management of right-of-way associated with the
2 Project.

3 **Q. Certain of the Neighbors witnesses have mentioned eminent domain, and in**
4 **your direct testimony you also mentioned that as part of the acquisition process you were**
5 **not ruling out the possibility that ATXI might use its eminent domain authority. Is that**
6 **something that ATXI frequently pursues?**

7 **A. No.** ATXI would only use its eminent domain authority after all reasonable
8 efforts to acquire the land rights necessary for the Project are not successful, and after engaging
9 in good faith negotiations. I realize that there have been comments made at the Local Public
10 Hearings and by the Neighbors that ATXI disregards the rights of landowners, and does not offer
11 to pay adequate compensation for the rights that it needs. Neither assertion is accurate.
12 Moreover, in my 14 years with Ameren Services, the exercise of condemnation has to date been
13 fairly rare. By way of example, ATXI has already received a certificate from the Commission
14 for the Missouri portion of its Illinois Rivers Project. That project involves 7 miles of
15 transmission line located in Marion County, and will actually connect with the Mark Twain
16 Project. Both projects utilize the same single shaft steel pole (“monopole”) design, include the
17 same conductor voltage, and traverse through similar land classifications. On the Missouri
18 portion of the Illinois Rivers Project, our department oversaw the acquisition of the necessary
19 property rights from 18 landowners. There was not one condemnation along the route.

20 **Q. The Neighbors also submitted testimony about compensation for easements.**
21 **What valuation methodology will you use in acquiring transmission line easements**
22 **associated with the Project?**

1 A. Easement valuations will be based on market valuations determined by
2 independent third party licensed real estate appraisers. The type of property being crossed
3 (including such unique characteristics as soil types and productivity) and the location of the
4 easement upon the property will, among other items, be factors in determining value. ATXI
5 witness and appraiser Vicki Turpin addresses these issues in greater detail in her surrebuttal
6 testimony.

7 **Q. Do you have any experience with purchasing transmission line easements on**
8 **land in the federal Conservation Reserve Program (“CRP”)?**

9 A. Yes, we have acquired easements over land in the CRP program. ATXI works
10 with property owners to address the details of the existing CRP agreements so that the property
11 owners can comply with their CRP agreements.

12 **Q. In any of those situations are you aware of an instance where a landowner**
13 **had to repay CRP payments previously received?**

14 A. No. ATXI witness Aaron DeJoia also addresses in his surrebuttal testimony why
15 the acquisition of easements does not interfere with property owners’ ability to comply with their
16 CRP contracts, including their ability to receive CRP payments under those contracts.

17 **Q. Describe your experience acquiring transmission line easements on farms**
18 **where crops are being raised?**

19 A. I have fourteen years of experience acquiring electric transmission line
20 easements involving farms where crops are being raised on behalf of Ameren Services and its
21 operating companies, including ATXI. Over that time, I have led twelve major projects
22 consisting of the acquisition of hundreds of easements.

1 **Q. In your experience what is the impact to the ability to farm within the area**
2 **outside of the easement area?**

3 A. There should be no impact on farming operations outside the “easement area”
4 which, for purposes of this Project, would be the area outside the 150 foot wide strip along the
5 345 kV corridor, and the area outside the 100 foot wide strip along the approximately two mile
6 161kV connector line between the new Zachary Substation and Ameren Missouri’s existing
7 Adair Substation. Landowners retain all rights not inconsistent with the existence of the
8 easement, including the right to farm outside of the easement area. The existence of the
9 transmission line should not affect their ability to farm, or their yields for that matter. And in the
10 very rare circumstance that ATXI would need to use land outside of the easement area (say to
11 access the line under emergency conditions), affected landowners will be compensated for any
12 and all damage, including any crop loss.

13 **Q. In your experience what is the impact to the ability to farm within the**
14 **easement area?**

15 A. There is minimal impact on farming operations within the easement area. Farmers
16 can continue to use the land under the transmission lines. As ATXI witness Endorf testifies, the
17 monopole design allows for farming up to the base of each structure foundation, which is 7 to 10
18 feet in diameter. In addition, the average length of the spans of 850 feet between structures, and
19 the absence of guys and anchors, all limit the amount of land taken out of production.

20 **Q. In your direct testimony you indicated that less than one acre of actual**
21 **farmland will be taken out of production as a result of the Project. Based upon the rebuttal**
22 **testimony and comments at the Local Public Hearings could you provide additional detail?**

1 A. Based upon information provided by Mr. Endorf our department performed an
2 analysis of the number of acres of agricultural ground taken out of production as it relates to the
3 Project. Utilizing the larger number in the base diameter range, we applied a 10 foot by 10 foot
4 area for the base of each of the approximately 600 structures anticipated for the project. The 600
5 structures consist of an estimated 580 structures for the 345kV portion of the Project, and 20
6 structures for the 161kV portion. Based upon the right-of-way needed which is 150 feet for the
7 345kV portion of the Project and 100 feet for the 161 kV portion, there are approximately 1760
8 acres within the "easement area" of the Project. In consultation with Chris Wood, (who has
9 provided testimony on routing associated with the Project) ATXI has determined the structure
10 base area for the entire project will be less than 1.5 acres, with a total of less than 1 acre of
11 agricultural land taken out of production due to the Project.

12 **Q. Do you have experience acquiring transmission line easements on farms**
13 **where livestock are raised or grazing activities are taking place?**

14 A. Yes. The experience I previously described in acquiring electric transmission line
15 easements involving farms where crops are being raised, would also apply to acquiring
16 transmission line easements on farms where livestock are raised or grazing activities are taking
17 place. This is an activity that we see in any transmission project in Missouri and Illinois.

18 **Q. In your experience what is the impact of transmission facilities on the ability**
19 **to engage in livestock and grazing activities within the easement area?**

20 A. Minimal. It is quite common for grazing and other livestock activities to co-exist
21 around transmission line structures. Again, the monopole design associated with this Project
22 further enhances that co-existence, as there are no guy wires or anchors that would impact access
23 to the easement area or a landowner's ability to mow for example. I would also note that we

1 have experience in working with farmers and ranchers to accommodate their livestock during the
2 construction phase of the Project. ATXI will commit to coordinate its work schedule with that of
3 the landowners. If necessary for construction, ATXI will reimburse landowner for their time
4 required to move livestock from one location to another. In the past we have also installed
5 temporary fences or gates to keep livestock out of the construction area.

6 **Q. Do you have any additional support for your testimony on the lack of impact**
7 **to farming activities from transmission lines and transmission line easements?**

8 A. Yes. Attached to my testimony as Schedule DBR-SR1 are photographs showing
9 farming activities around a transmission line using the monopole design. As depicted, crops and
10 farming activities occur up to the base of the structures and within the easement area.

11 **Q. What is your experience acquiring transmission line easements on land**
12 **where hunting activities take place?**

13 A. Again it is quite common for hunting activities to take place both within and
14 outside the easement area and on the projects with which I have been involved, right-of-way
15 where hunting activities were taking place both before and after the acquisition of easement
16 rights. ATXI easements do not restrict hunting activities and all Ameren Services operating
17 companies for whom my department provides services, including ATXI, are proactively
18 involved with organizations such as the National Wild Turkey Federation that promote the
19 enhancement and growth of wildlife within and outside our transmission line corridors.

20 **Q. Once a transmission line easement or other right-of-way agreement is**
21 **executed, who within ATXI is responsible for administering the agreements and**
22 **responding to any requests for the payment of damages, complaints or claims related**
23 **ATXI's activities pursuant to the easement or agreement?**

1 A. The standards and procedures attached to this testimony as Schedule DBR-SR2,
2 and which I discuss later in my surrebuttal testimony, provide for numerous contact points for
3 administering the agreements and responding to any requests for the payment of damages,
4 complaints or claims related to ATXI's activities. With that said, my department is ultimately
5 on point to ensure those requests, complaints or claims are properly addressed.

6 **Q. Describe in further detail how that process will work?**

7 A. Prior to construction, ATXI's designated representative will personally contact
8 each landowner (or at least one owner of any parcel with multiple owners) to discuss access to
9 the right-of-way on their parcel and any special concerns or requests about which the landowner
10 desires to make ATXI aware. During construction, and through the completion of clean-up of
11 the right-of-way, ATXI's designated representative will be on-site, meaning at or in the vicinity
12 of the route, or on-call, to respond to landowner questions or concerns. This is outlined in
13 Schedule DBR-SR2.

14 **Q. Based upon your experience are you aware of any claims that have been**
15 **made against an Ameren Services operating company following construction of a**
16 **transmission line, that the transmission line has led to a decrease in "booked hunts"?**

17 A. No.

18 **Q. Based upon your experience are you aware of any claims that have been**
19 **made against an Ameren Services operating company following construction of a**
20 **transmission line, that stray voltage has resulted in an injury to livestock, lost milk**
21 **production, or injury to humans?**

22 A. No. ATXI witnesses Dr. William Bailey and David Endorf address stray voltage
23 issues in their surrebuttal testimony.

1 **Q. Based upon your experience are you aware of any claims that have been**
2 **made against an Ameren Services operating company following construction of a**
3 **transmission line, that either stray voltage or electromagnetic fields (“EMF's”) have**
4 **resulted in illness to livestock or humans?**

5 A. No. ATXI witness Dr. William Bailey specifically addresses stray voltage and
6 EMF-related issues in his surrebuttal testimony.

7 **Q. Do any other Ameren Services operating companies utilize monopole**
8 **structures?**

9 A. Yes. Though they are not used exclusively, use of monopole structures is
10 common on transmission projects involving Ameren Services operating companies.

11 **Q. Based upon your experience are you aware of any claims that have been**
12 **made against an Ameren Services operating company following construction of a**
13 **transmission line that involved someone running into a monopole structure?**

14 A. No.

15 **Q. Are you aware of any instances involving the collapse of a monopole due to**
16 **weather or storms?**

17 A. No.

18 **Q. Are you aware of any claims that have been made following construction of**
19 **an ATXI transmission line, that relate to an electrical contact of any type?**

20 A. No.

21 **Q. Neighbor’s witness Charles Kruse suggests in his rebuttal testimony that the**
22 **transmission line will interfere with irrigation equipment, particularly center pivot**

1 **irrigation systems. Describe the process that will be used by ATXI when addressing center**
2 **pivot irrigations systems.**

3 A. The process used by ATXI is the same as is used by all Ameren Services operating
4 companies. First, the individuals involved in the routing of the transmission line identify all
5 known fields which use center pivot irrigation. As indicated by ATXI witness Christopher
6 Wood, that activity was also performed on this Project. The route ATXI ultimately selected was
7 chosen in part because it avoided any known fields which use center pivot irrigation. In the
8 unlikely event that during this Project a planned center pivot irrigation systems is encountered
9 that would be directly impacted by the routing, the surrebuttal testimony of Mr. Endorf outlines
10 the engineering and mitigation efforts that ATXI would go through to address the such impact.
11 If after the engineering review and mitigation efforts, a conflict between a field which uses
12 center pivot irrigation and ATXI's transmission line is confirmed but cannot be resolved, the
13 issue will be factored into the easement compensation offer and the negotiations between our
14 department and the affected landowner. In my experience it is rare for us not to be able to
15 accommodate an irrigation system.

16 **Q. How would this process work with other types of irrigation systems?**

17 A. ATXI would utilize a similar process of working with the landowner to identify any
18 conflict between our transmission line and any other type of irrigation systems such as wheel-
19 lines, flood and traveling guns. As Mr. Endorf testifies, these types of irrigation systems do not
20 pose an inherent hazard when located near transmission lines, and our department has experience
21 in working with landowners to address a variety of different types of irrigation systems. For
22 example, on ATXI Illinois River's Project our department encountered and successfully resolved
23 issues related to irrigation systems along the route. In addition, ATXI's proposed standards and

1 procedures as identified in Schedule DBR-SR2, includes tiling and vegetation management
2 procedures which promote the use of irrigation along the route.

3 **Q. Please respond to the concerns of Mr. Kruse and the Neighbors' witness**
4 **Noel Palmer related to aerial spraying?**

5 A. ATXI is aware that the presence of overhead electrical lines and/or other types of
6 above-ground structures pose the potential to impact aerial application; however, ATXI does not
7 agree with the premise that the placement of a transmission line upon a farm field precludes the
8 landowner from utilizing aerial application per se. ATXI recognizes the flight pattern used in the
9 past by the aerial applicator may need to be modified to account for the location of a
10 transmission line. For example, when applying chemicals near the power line, the applicator
11 may have to fly parallel to the line when he or she may have otherwise flown perpendicular. The
12 true impact, if any, the transmission line may have on the use of aerial application of chemicals
13 is specific to each property and dependent upon the applicator's expertise and experience level.
14 As stated previously in my testimony, ATXI's offers of compensation will be based on the
15 market value of each property. If the presence of the transmission line on this Project impacts
16 the use of aerial application, and if this impact has an effect on the market value of the property,
17 then this impact will be reflected in the easement compensation offer. As stated above, potential
18 aerial application impacts are specific to each property and will be discussed individually with
19 landowners during negotiations for the property rights being sought by ATXI.

20 **Q. Earlier you referred to some specific Staff proposed conditions, which were**
21 **in Staff witness Dan Beck's rebuttal testimony, at pages 16-17. Have you reviewed those**
22 **carefully?**

23 A. Yes.

1 **Q. Please identify the conditions that involve easement or right-of-way issues,**
2 **and provide a response on behalf of ATXI.**

3 A. A complete set of Staff's recommended conditions and the Staff witness
4 sponsoring the particular condition is summarized in Staff witness Dan Beck's rebuttal
5 testimony, at pages 16-17. Although ATXI witness Maureen Borkowski's surrebuttal testimony
6 addresses each of the recommended conditions, I will focus my testimony on providing
7 additional commentary around conditions three, four, five and six, which involve easement or
8 right-of-way issues.

9 **Q. Please address the third recommended condition.**

10 The third recommended condition provides that the certificate be limited to the
11 construction of the line in the location specified in ATXI's Application, and as represented to the
12 landowners on the aerial photos provided by ATXI, unless a written agreement from the
13 landowner is obtained, or ATXI gets a variance from the Commission for a particular property.

14 As mentioned in the surrebuttal testimony of ATXI witness Maureen Borkowski, this
15 condition arose out of the Callaway-Franks transmission line (File No. EO-2002-351)¹, a 54 mile
16 transmission line project constructed by Union Electric Company through Maries, Osage and
17 Pulaski counties. Having been directly involved in providing real estate and right-of-way
18 support for that project, I am aware of the differences between the manner in which land rights
19 were acquired in Callaway Franks, and the manner in which we will acquire rights in the current
20 Project. In Callaway-Franks the Commission was faced with a situation in which a substantial
21 portion of the project was being constructed using easements that had been obtained
22 approximately 30 years earlier by Associated Electric Cooperative, Inc. ("AECI"), and

1 subsequently assigned to Union Electric Company. The AECI easements were “blanket
2 easements,” meaning that the easement holder had the legal right to choose exactly where on the
3 property the transmission corridor would be located once a line was constructed. Without the
4 inclusion of an additional condition there would have been be no constraints where on the
5 affected parcel the corridor would be located even though those landowners had been assured of
6 the location of the line at the time they agreed to grant the original easements. Because of those
7 assurances, Union Electric agreed it would be appropriate for the Commission to impose the
8 condition as a way of ensuring that each landowner was aware of the centerline of the easements
9 they had granted.

10 Right-of-way acquisition on the Mark Twain Project will be handled in a much more
11 customary way. It will involve direct communication with affected landowners throughout the
12 acquisition process. That contact will commence with ATXI’s request for access to the affected
13 parcels for the performance of essential topographic, easement and boundary surveys, as well as
14 geotechnical, topographical, cultural and environmental testing and studies, including, but not
15 limited to the taking of limited soil samples. These surveys and tests will confirm the suitability
16 of locating ATXI’s proposed route as identified in ATXI’s Application and the testimony of
17 ATXI witness Mr. Wood. Following the completion of surveys and tests, and confirmation of
18 the suitability of the location of ATXI’s facilities, ATXI will commence negotiations with
19 affected landowners for permanent easements and other temporary and permanent rights that are
20 necessary prior to the commencement of construction.

21 Throughout the right-of-way acquisition process ATXI will use all reasonable efforts to
22 abide by the preliminary locations on each parcel along the route where we presently expect the

¹ Effective Date: September 1, 2003.

1 line to be built, however ATXI understands that there are two scenarios which might necessitate
2 a modification to that preliminary location on a particular parcel. The first is an agreement
3 between ATXI and an affected landowner to adjust the alignment on the parcel. In the event
4 ATXI and the landowner agree to a revised location, it is critical that ATXI have the flexibility to
5 execute and record the agreed upon easement upon the terms and conditions (and a revised
6 location) agreed upon by the parties without the need to return to the Commission for a variance.
7 The second scenario would be an adjustment to the location of the line on a parcel that is
8 necessitated by the results of the tests and surveys. In that event, ATXI would address a request
9 for an adjustment of the location of the line on the parcel with the affected landowners and
10 would again attempt to secure an easement covering the new alignment. Assuming the adjusted
11 route is within the parcel (and with the landowner) identified in the original route, ATXI needs
12 the ability to engage in such negotiation and to exercise its legal rights without the additional
13 delay that a variance request would involve. Again, this process would be consistent with the
14 manner in which ATXI and all operating companies associated with Ameren Services acquire
15 right-of-way, and is how issues related to route adjustments have been historically handled.
16 ATXI would support a revised third recommended condition that would provide for a variance
17 where ATXI's need to adjust the route would affect a landowner or parcel *outside* of the original
18 route, provided easement negotiations with the previously unaffected landowner have failed, the
19 variance request is limited solely to the need to adjust the route, and the variance request can be
20 approved within thirty (30) calendar days from submission. As indicated above, ATXI needs to
21 retain the flexibility to negotiate the precise centerline of the easement on individual parcels,
22 based upon one of the identified scenarios, or as part of the good faith negotiations with
23 landowners regarding the precise placement of the line and structures on their properties. ATXI

1 believes that this compromise addresses any concern raised by Staff, and ensures the need for
2 flexibility in the right-of-way acquisition process, particularly in light of the current status of
3 acquisition activities.

4 **Q. Please address the fourth recommended condition.**

5 The fourth recommended condition provides that absent a voluntary agreement for the
6 purchase of property rights, the transmission line shall not be located so that a residential
7 structure currently occupied by the property owners will be removed or located in the easement
8 requiring the owners to move or relocate from the property. In response, and as ATXI President
9 Maureen Borkowski has testified, ATXI agrees to this condition, which is identical to the
10 condition adopted by the Commission in the Callaway-Franks transmission line (File No. EO-
11 2002-351).

12 **Q. Please address the fifth recommended condition.**

13 The fifth recommended condition also arises out of the unique manner in which land was
14 acquired for the Callaway-Franks transmission line (File No. EO-2002-351). The recommended
15 condition provides that ATXI shall survey the transmission line location after construction,
16 record the easement location with the appropriate county Recorder of Deeds, and file a copy of
17 its survey in this case (File No. EA-2015-0146). Because the right-of-way on the Callaway-
18 Franks Project had been purchased through the use of “blanket easements” the Commission
19 needed to have a way to ensure that they received an accurate legal description showing the
20 transmission line corridor, and the location of the utility facilities within that corridor.

21 As previously noted that is not an issue for the Mark Twain Project as ATXI will be
22 acquiring new easements, each and every one of which will have a surveyed, legal description
23 included in the easement document. That easement document will then be recorded with the

1 Recorder of Deeds in the appropriate county, and it will permanently fix, of record, the exact
2 location of the right-of-way². This process will apply to each easement acquired as part of the
3 Project. Upon recording, and prior to construction, ATXI will provide copies of each easement
4 with the precise legal description to the Commission. ATXI believes its continued practice will
5 meet both the spirit and intent of the Staff's fifth recommended condition and, as a result, that
6 Staff's fifth recommend condition is not necessary.

7 **Q. Please address the sixth recommended condition.**

8 A. That recommended condition provides that ATXI shall follow the construction,
9 clearing, maintenance, repair, and right-of-way practices set out in Schedule DB-R-2 attached to
10 Staff witness Dan Beck's rebuttal testimony. From my review of that testimony, Schedule DB-
11 R-2 is essentially a slight modification to what was required by the Commission in File No. EO-
12 2002-351 (Callaway-Franks). While not asserted as a recommended condition, Mr. Beck's
13 testimony also identified an agreement that ATXI had entered into on a project in Illinois, which
14 he attached to his rebuttal testimony as Schedule DB-R-4. Following receipt of the rebuttal
15 testimony, as well as an evaluation of specific concerns from the three Local Public Hearings
16 conducted by the Commission, which representatives from my department attended, ATXI and
17 Ameren Services personnel met in an effort to consolidate and coordinate the two documents
18 (Schedule DB-R-2 and Schedule DB-R-4) which had a number of redundancies and inconsistent
19 provisions, and to develop a set of standards and procedures that ATXI could implement as best
20 practices for use on the Project. Input was also provided from the engineering, construction,
21 vegetation management, environmental, legal and real estate departments. ATXI and Ameren
22 Services personnel also reviewed the rebuttal testimony filed by the Neighbors, and the

² 100 feet for the 161kV portion and 150 feet for the 345kV portion.

1 transcripts from the Local Public Hearings to identify specific concerns raised. As a result of
2 that review process, ATXI developed a draft of standards and procedures as outlined in DBR-
3 SR2 attached to my testimony.

4 **Q. You indicated that ATXI and Ameren Services personnel evaluated specific**
5 **concerns including those voiced in rebuttal testimony and at Local Public Hearings. Please**
6 **explain how these concerns are evaluated and addressed in the proposed standards and**
7 **procedures as identified in DBR-SR2.**

8 A. I break these down into four categories. One category involves a theme that we
9 heard during the Local Public Hearings, that landowners were concerned about being informed
10 and advised about right-of-way activities. To address those issues, we have included several
11 standards and procedures to ensure improved communications. We highlight this commitment in
12 the stand alone section of Schedule DBR-SR2, which is identified as “Right-of Way
13 acquisition”. We also address landowner communication in numerous paragraphs in Schedule
14 DBR-SR2 during the construction and clearing phase of the Project. These paragraphs include
15 personal contacts throughout the process, the use of designated representatives available at all
16 times to meet with and address concerns, and specific provisions related to consultation on a host
17 of issues including tree removal, re-seeding, interference, tiling, and damages. This commitment
18 extends into the maintenance and repair phase of the Project.

19 The second category addresses another set of concerns we heard at the Local Public
20 Hearings involving concerns over on going farming and ranching activities, which were also the
21 subject of Mr. Beck’s schedules. As noted, we have taken Mr. Beck’s schedules and outlined
22 specific ATXI commitments to standards and procedures that address those topics, including the
23 containment of livestock and spread of disease (through the use of gates), the utilization of

1 existing access roads, and the communications efforts identified above all promote the co-
2 existence of our Project with ongoing and future farming and ranching activities. These
3 commitments, when combined with the design of our transmission facilities on the Project (as
4 described by ATXI witnesses Endorf, Turpin (and others)) further mitigate against any potential
5 impediments or inconveniences related to farming and ranching activities, which is what the
6 Staff was seeking to accomplish through Mr. Beck's schedules.

7 The third category addresses the concerns over vegetation management and the
8 promotion of wildlife. In all phases of the Project we have proposed standards and procedures
9 that address the removal and disposition of trees and brush, seeding, application of fertilizer and
10 lime, use of a certified arborist, and the use of only herbicides registered with the EPA. A
11 specific example of a condition that ATXI added is shown in paragraph 6 of Schedule DB-SR2,
12 which was included in response to ATXI's commitment to President Obama's Presidential
13 Memorandum – Creating a Federal Strategy to Promote the Health of Honey Bees and Other
14 Pollinators, a copy of which is attached as Schedule DBR-SR3.

15 The fourth category in Schedule DBR-SR2 demonstrates ATXI's accountability for the
16 Project. The standards and procedures identified in Schedule DBR-SR2 demonstrate a
17 commitment to ensure that we will be responsible for all injuries and damages that we cause.
18 While the standards and procedures are replete with examples of ATXI's commitment to be
19 accountable there are three in particular that I want to highlight. The first is the requirement that
20 ATXI will repair, replace or pay to repair or replace all damaged private property within 45 days
21 after the construction. The second example is the commitment to require that contractors
22 working on the Project will provide insurance coverage as part of their contractual commitments
23 to provide quality services on ATXI's behalf. The third example is the inclusion of an indemnity

1 clause which covers claims related to the construction, maintenance, removal, repair, and use of
2 the transmission line and any appurtenances to the line.

3 In summary, I believe that ATXI has done everything in its power to address the right-of-
4 way concerns of both Staff and the landowners. In addition to the language that we have
5 included in our form of easement, as well as our right-of-way practices that we have used in the
6 acquisition of right-of-way on behalf of Ameren Corporation and each of its affiliates (including
7 ATXI), the standards and procedures identified in Schedule DBR-SR2 demonstrate our
8 continued commitment to identify and address the concerns of Staff and landowners. The fact
9 that the standards and procedures go well beyond the recommended conditions reflected in Mr.
10 Beck's Schedule DB-R-2 is a further testament to that commitment.

11 **Q. In your project experience have you encountered opposition groups such as**
12 **the Neighbors?**

13 **A.** Yes. Groups such as the Neighbors are not uncommon; particularly where the
14 project involved is of a significant length. With regard to this Project, while the Neighbors are a
15 vocal group, as we have seen from the Local Public Hearings and in their data request responses
16 their membership includes a number of individuals who are outside of the Project route, and
17 unaffected by the Project itself. Likewise there are many landowners on the Project route who
18 are not members of the Neighbors. Moreover, like with other projects, we have found that the
19 vocal few do not represent the views of all of the landowners on this Project. Representatives
20 from my department have already responded to several inquiries from landowners who have
21 expressed interest in working with ATXI on the details of the easement agreement required for
22 the Project.

1 With that said, groups like the Neighbors actually assist ATXI and the real estate
2 department in understanding and addressing the issues and concerns that landowners may raise.
3 In my department we deal with landowner issues on behalf of the Ameren Services operating
4 companies on a daily basis. When given the opportunity, our department is able to address and
5 resolve landowner issues in the vast majority of instances. ATXI's commitment to the standards
6 and procedures provides an example of ATXI's willingness to work with landowners to address
7 and minimize their concerns.

8 **Q. Does this conclude your surrebuttal testimony?**

9 **A. Yes, it does.**

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

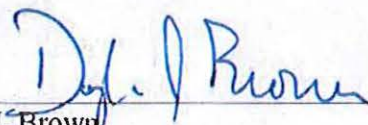
In the Matter of the Application of Ameren Transmission)
Company of Illinois for Other Relief or, in the Alternative,)
a Certificate of Public Convenience and Necessity)
Authorizing it to Construct, Install, Own, Operate,) File No. EA-2015-0146
Maintain and Otherwise Control and Manage a)
345,000-volt Electric Transmission Line from Palmyra,)
Missouri, to the Iowa Border and an Associated Substation)
Near Kirksville, Missouri.)

AFFIDAVIT OF DOUGLAS J. BROWN

STATE OF MISSOURI)
) ss
CITY OF ST. LOUIS)

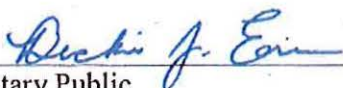
Douglas J. Brown, being first duly sworn on his oath, states:

1. My name is Douglas J. Brown. I work in St. Charles, Missouri, and I am employed by Ameren Services Company.
2. Attached hereto and made a part hereof for all purposes is my Surrebttal Testimony on behalf of Ameren Transmission Company of Illinois consisting of 20 pages, and Schedule(s) DBR-SR1 to DBR-SR3 all of which have been prepared in written form for introduction into evidence in the above-referenced docket.
3. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct.



Douglas J. Brown

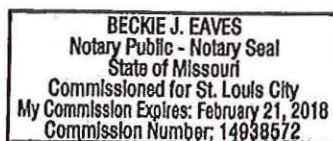
Subscribed and sworn to before me this 16th day of November, 2015.

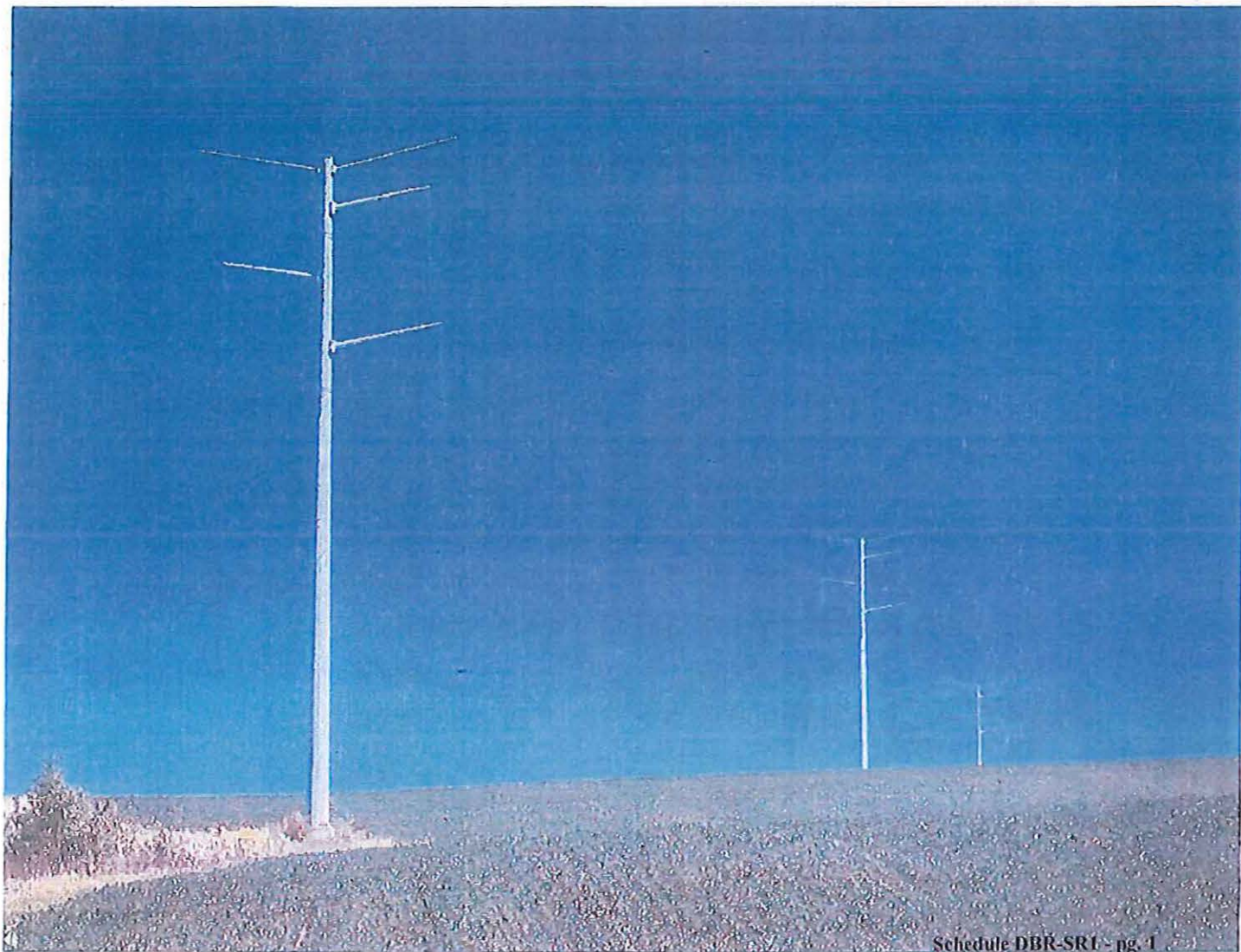


Notary Public

My commission expires:

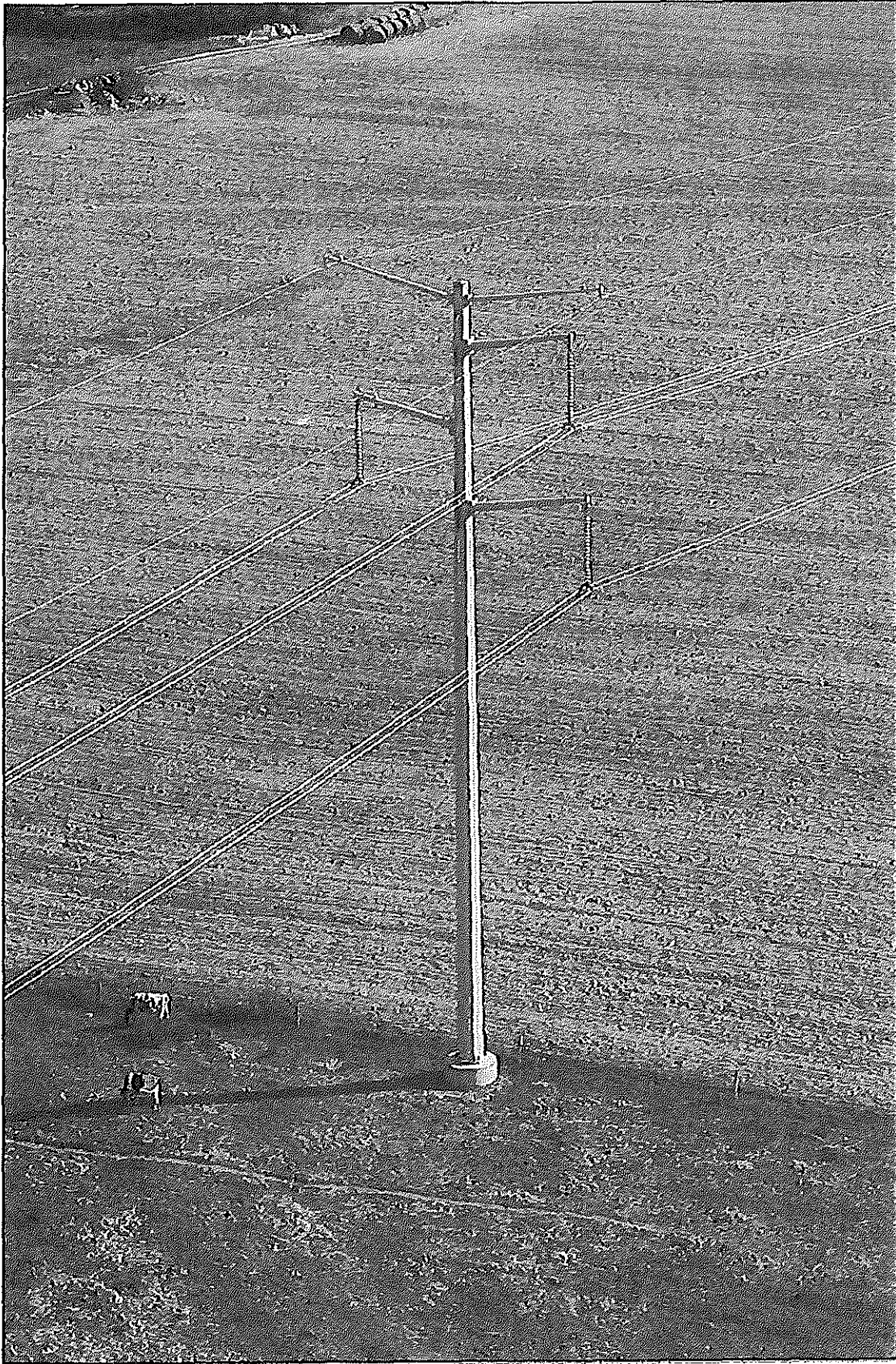
2-21-18











Front
RUSH ISLAND - BALDWIN



Network Mapping
with Laser Scans
Schedule DBR-SR1 - pg. 4

ATXI's Proposed Standards and Procedures for Construction, Repair and Maintenance of Right-of-Way Mark Twain Project - Schedule DBR-SR2

Applicability

The following standards and procedures apply to construction, maintenance and repair activities occurring partially or wholly on privately owned agricultural land affected by the activities of Ameren Transmission Company of Illinois ("ATXI") as part of the Mark Twain Project ("Project"). They do not apply to such activities occurring on highway or railroad right-of-way or on other publicly owned land. ATXI will, however, adhere to the standards relating to the repair of drainage tile (identified below) regardless of where drainage tile is encountered. To the extent the standards and procedures conflict with an easement or other right-of-way agreement as between ATXI and the landowner, the language in the easement or other agreement shall govern.

All standards and procedures are subject to modification through negotiation by landowners and a designated representative of ATXI, provided such changes are negotiated in advance of any construction, maintenance or repairs.

ATXI will implement the standards and procedures to the extent that they do not conflict with the requirements of any applicable federal, state, or local rules, regulations, or other permits that apply to the Project. If any standard or procedure is held to be unenforceable, no other provision shall be affected by the holding, and the remaining standards and procedures shall remain in effect.

Right-of-Way Acquisition

Every landowner from whom ATXI requires an easement or other right-of-way agreement will be contacted personally, and ATXI will negotiate with each such landowner in good faith on the terms and conditions of the easement or agreement, its location, and compensation therefor. For easements, landowners will be shown a specific, surveyed location for the easement and be provided ATXI's standard template.

ATXI's right-of-way acquisition policies and practices will not change regardless of whether ATXI does or does not yet possess a Certificate of Convenience and Necessity from the Commission.

Construction and Clearing

Prior to construction, ATXI will notify all landowners in writing of the name and telephone number of ATXI's designated representative so that they may contact the designated representative with questions or concerns before, during, or after construction, including, but not limited to concerns over inferior work being performed on the landowner's property. Such notice will also advise the landowners of the expected start and end dates of construction on their properties. Landowners will be contacted in person, by phone and/or in writing at least 24 hours prior to the beginning of construction and provided a name and phone number of an Ameren Services real estate employee or contractor to contact if they have any questions or concerns. Following construction, landowners will be contacted to settle crop, land restoration, or other damages.

1. Prior to construction, ATXI's designated representative will personally contact each landowner (or at least one owner of any parcel with multiple owners) to discuss access to the right-of-way on their parcel and any special concerns or requests about which the landowner desires to make ATXI aware.
2. During construction, and through the completion of clean-up of the right-of-way, ATXI's designated representative will be on-site, meaning at or in the vicinity of the route, or on-call, to respond to landowner questions or concerns.
3. If trees are to be removed from privately owned land, ATXI or their representative will consult with the landowner to see if there are trees of commercial or other value to the landowner. If there are trees of commercial or other value to the landowner, ATXI will allow the landowner the right to retain ownership of the trees with the disposition of the trees to be negotiated prior to commencement of land clearing, such negotiation to include a reasonable period of time in advance of construction for landowner to harvest any timber the landowner desires to harvest and sell. If requested by the landowner, ATXI will cut logs 12" in diameter or more into 10 to 20 foot lengths and stack them along the edge of the right-of-way for handling by the landowner. ATXI's intent is to mulch or windrow trees and brush of no value on site; however, it will follow the landowner's desires, if reasonable, regarding the disposition of trees and brush of no value to the landowner by windrowing, burial, chipping or complete removal of affected property.
4. Stumps will be cut as close to the ground as practical, but in any event will be left no more than 4" above grade as terrain allows.

5. Unless otherwise directed by the landowner, stumps will be treated to prevent regrowth.

6. Unless the landowner specifically states that he does not want the area seeded, disturbed areas in non-crop producing land will be restored using a native plant mix consisting of native grasses and forbs. Deep-rooted native species will be used based on their abilities to enhance wildlife, soil permeability, pollutant filtering, and their reduced needs for fertilizer, herbicides, irrigation, and mowing. In addition, the native grasses and forbs will be selected for the region and site conditions. Before seeding the disturbed areas will be prepared to allow for good seed to soil contact to promote seed-germination and early growth. The native seed mix will be applied with any needed soil amenities and a cover crop consisting of oats or winter wheat depending on the time of year the seed is applied. The seeded area will be covered to protect the seed from being dislodged by storm events or erosion. Seeding cover may include crimped straw, erosion blanket, spray on erosion control products, or other methods depending on slopes or existing erosion conditions. Final restoration activities will be considered achieved when 70% or greater of the restored area has established permanent (not cover crop) vegetation with no large barren areas.

7. Best management practices will be followed to minimize erosion, with the particular practice employed at given location depending upon terrain, soil, and other relevant factors.

8. Gates will be securely closed after use.

9. Should ATXI damage a gate, ATXI will repair that damage.

10. If ATXI installs a new gate, ATXI will either remove it after construction and repair the fence to its pre-construction condition, or will maintain the gate so that is it secure against the escape of livestock.

11. ATXI will utilize design techniques intended to minimize corona.

12. Should a landowner experience radio or tv interference issues believed by the landowner to be attributed to ATXI's line, ATXI will work with the landowner in good faith to identify if ATXI is the root cause of the problem, and if so to attempt to resolve the issue.

13. If tiling is practiced in the area where a transmission line is to be constructed, ATXI will send a letter to all landowners to request information as to whether support structure locations will interfere with any drainage tile.

If ATXI is advised of possible drainage tile interference with a support structure location, then ATXI will conduct an engineering evaluation to determine if the support structure can be relocated to avoid interference with the tile. ATXI will make its best efforts to relocate the support structure if the engineering integrity of the electric transmission line can be maintained.

If the tile is intercepted and needs to be relocated, ATXI shall negotiate a relocation agreement with landowner. In no case shall the length of the rerouted tile exceed 125% of the length of original tile line that will be replaced.

If the tile line is intercepted and repair is necessary, such repair shall be performed in accordance with local requirements (if any), and if no requirements are available, ATXI shall reference the USDA Natural Resources Conservation Service Conservation Practice Standard document, "SUBSURFACE DRAIN"- CODE 606, to aid in the repair of the damaged tile.

14. ATXI will make every reasonable effort to repair, replace, or pay to repair or replace damaged private property within 45 calendar days, weather and landowner permitting, after the transmission line has been constructed across the affected property. If the landowner is paid for any work that is needed to correct damage to his/her property, ATXI will pay the ongoing commercial rate for such work. After construction is completed, ATXI will make reasonable efforts to contact each landowner personally to ensure construction and clean-up was done properly, to discuss any concerns, and to settle any damages that may have occurred. ATXI will restore all disturbed slopes and terraces to their original condition following construction.

15. In order to minimize the impact of soil compaction and rutting, ATXI, unless the landowner opts to do the restoration work, will deep rip to a depth of 18 inches all cropland, which has been traversed by construction equipment, unless the landowner specifies other arrangements that are acceptable to ATXI.

ATXI will deep rip to a depth of 12 inches all pasture and hayland that has been traversed by construction equipment to alleviate compaction impacts, unless the landowner specifies other arrangements that are acceptable to ATXI.

ATXI will deep rip or pay to have deep ripped all compacted and rutted soil, weather and landowner permitting, after the transmission line has been constructed across any affected property.

16. If desired by the landowner, ATXI will agree to apply fertilizer and lime to land disturbed by construction, weather permitting, within a mutually agreed time frame following the completion of final construction to help restore the fertility of disturbed soils and enhance the establishment of a vegetative cover to control soil erosion.

17. ATXI will remove from the landowner's property all material that was not there before construction commenced and which is not an integral part of the transmission line. (Note: Such material to be removed would also include litter generated by the construction crews).

18. ATXI will work with landowners to prevent or correct excessive erosion on all lands disturbed by construction. ATXI will use all reasonable efforts to ensure that erosion control measures are implemented, or pay the landowner to do so, within 45 days, weather and landowner permitting, following the construction of the transmission line across any affected property subject to erosion.

19. Excess soil material will be generated from the area displaced by the foundation for the support structures. ATXI will remove the excess soil material in tillable and pasture lands.

20. All ATXI contractors will be required to carry and maintain a minimum of one million dollars of liability insurance available to respond to damage claims of landowners. All contractors will be required to respond to any landowner damage claims within 24 hours. All contractors will be required to have all licenses required by state, federal, or local law.

Maintenance and Repair

1. With regard to future maintenance or repair and right-of-way maintenance after construction is completed, ATXI will make reasonable efforts to contact landowners prior to entry onto the right-of-way on their property to advise the landowners of ATXI's presence, particularly if access is near their residence.

2. ATXI will remain liable to correct damages to private property beyond the construction of the transmission line, to associated future construction, maintenance, and repairs as well.

3. All right-of-way vegetation management line clearance contractors will employ a general foreman who is a certified arborist.

4. If herbicides are used, only herbicides registered with EPA and any applicable state authorities will be used, and herbicides will be used in strict compliance with all labeling directions.

5. To the extent maintenance outage availability permits, routine maintenance will not be planned during wet conditions so as to minimize rutting.

6. Existing access roads will be used to access the right-of-way wherever available.

7. Prior to commencing any scheduled vegetation management on the right-of-way, ATXI or an ATXI representative, upon request, will meet personally with all landowners who wish to discuss ATXI's vegetation management program and plans for their property

and to determine if the landowner does or does not want herbicides used on their property. If the landowner does not want herbicides used, they will not be used.

Indemnity

ATXI will indemnify all owners of agricultural land upon which such transmission line is installed, their heirs, successors, legal representatives, and assigns from and against all claims, injuries, suits, damages, costs, losses, and reasonable expenses resulting from or arising out of the construction, maintenance, removal, repair, and use of such transmission line, whether heretofore or hereafter installed, including damage to such transmission line or any of its appurtenances, to the extent such claims, injuries, suits, damages, costs, losses, and expenses are caused by the negligence or willful misconduct of ATXI, its employees, agents or contractors.

the WHITE HOUSE PRESIDENT BARACK OBAMA



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The White House

Office of the Press Secretary

For Immediate Release

June 20, 2014

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Presidential Memorandum -- Creating a Federal Strategy to Promote the Health of Honey Bees and Other Pollinators

MEMORANDUM FOR HEADS OF EXECUTIVE DEPARTMENTS AND
AGENCIES

SUBJECT: Creating a Federal Strategy to Promote the Health of Honey Bees
and Other Pollinators

Pollinators contribute substantially to the economy of the United States and are vital to keeping fruits, nuts, and vegetables in our diets. Honey bee pollination alone adds more than \$15 billion in value to agricultural crops each year in the United States. Over the past few decades, there has been a significant loss of pollinators, including honey bees, native bees, birds, bats, and butterflies, from the environment. The problem is serious and requires immediate attention to ensure the sustainability of our food production systems, avoid additional economic impact on the agricultural sector, and protect the health of the environment.

Pollinator losses have been severe. The number of migrating Monarch butterflies sank to the lowest recorded population level in 2013-14, and there is an imminent risk of failed migration. The continued loss of commercial honey bee colonies poses a threat to the economic stability of commercial beekeeping and pollination operations in the United States, which could have profound implications for agriculture and food. Severe yearly declines create concern that bee colony losses could reach a point from which the commercial pollination industry would not be able to adequately recover. The loss of native bees, which also play a key role in pollination of crops, is much less studied, but many native bee species are believed to be in decline. Scientists believe that bee losses are likely caused by a combination of stressors, including poor bee nutrition, loss of forage lands, parasites, pathogens, lack of genetic diversity, and exposure to pesticides.

Given the breadth, severity, and persistence of pollinator losses, it is critical to expand Federal efforts and take new steps to reverse pollinator losses and help restore populations to healthy levels. These steps should include the development of new public-private partnerships and increased citizen engagement. Therefore, by the authority vested in me as President by the Constitution and the laws of the United States of America, I hereby direct the following:

Section 1. Establishing the Pollinator Health Task Force. There is hereby established the Pollinator Health Task Force (Task Force), to be co-chaired by

the Secretary of Agriculture and the Administrator of the Environmental Protection Agency. In addition to the Co-Chairs, the Task Force shall also include the heads, or their designated representatives, from:

- (a) the Department of State;
- (b) the Department of Defense;
- (c) the Department of the Interior;
- (d) the Department of Housing and Urban Development;
- (e) the Department of Transportation;
- (f) the Department of Energy;
- (g) the Department of Education;
- (h) the Council on Environmental Quality;
- (i) the Domestic Policy Council;
- (j) the General Services Administration;
- (k) the National Science Foundation;
- (l) the National Security Council Staff;
- (m) the Office of Management and Budget;
- (n) the Office of Science and Technology Policy; and
- (o) such executive departments, agencies, and offices as the Co-Chairs may designate.



Sec. 2. Mission and Function of the Task Force. Within 180 days of the date of this memorandum, the Task Force shall develop a National Pollinator Health Strategy (Strategy), which shall include explicit goals, milestones, and metrics to measure progress. The Strategy shall include the following components:

- (a) Pollinator Research Action Plan. The Strategy shall include an Action Plan (Plan) to focus Federal efforts on understanding, preventing, and

recovering from pollinator losses. The Plan shall be informed by research on relevant topics and include:

(i) studies of the health of managed honey bees and native bees, including longitudinal studies, to determine the relative contributions of, and mitigation strategies for, different stressors leading to species declines and colony collapse disorder, including exposure to pesticides, poor nutrition, parasites and other pests, toxins, loss of habitat and reduced natural forage, pathogens, and unsustainable management practices;

(ii) plans for expanded collection and sharing of data related to pollinator losses, technologies for continuous monitoring of honey bee hive health, and use of public-private partnerships, as appropriate, to provide information on the status and trends of managed hive losses;

(iii) assessments of the status of native pollinators, including the Monarch butterfly and bees, and modeling of native pollinator populations and habitats;

(iv) strategies for developing affordable seed mixes, including native pollinator-friendly plants, for maintenance of honey bees and other pollinators, and guidelines for and evaluations of the effectiveness of using pollinator-friendly seed mixes for restoration and reclamation projects;

(v) identification of existing and new methods and best practices to reduce pollinator exposure to pesticides, and new cost-effective ways to control bee pests and diseases; and

(vi) strategies for targeting resources toward areas of high risk and restoration potential and prioritizing plans for restoration of pollinator habitat, based on those areas that will yield the greatest expected net benefits.

(b) Public Education Plan. The Strategy shall include plans for expanding and coordinating public education programs outlining steps individuals and businesses can take to help address the loss of pollinators. It shall also include recommendations for a coordinated public education

campaign aimed at individuals, corporations, small businesses, schools, libraries, and museums to significantly increase public awareness of the importance of pollinators and the steps that can be taken to protect them.

(c) Public-Private Partnerships. The Strategy shall include recommendations for developing public-private partnerships to build on Federal efforts to encourage the protection of pollinators and increase the quality and amount of habitat and forage for pollinators. In developing this part of the Strategy, the Task Force shall consult with external stakeholders, including State, tribal, and local governments, farmers, corporations, and nongovernmental organizations.

(d) Task Force member agencies shall report regularly to the Task Force on their efforts to implement section 3 of this memorandum.

Sec. 3. Increasing and Improving Pollinator Habitat. Unless otherwise specified, within 180 days of the date of this memorandum:

(a) Task Force member agencies shall develop and provide to the Task Force plans to enhance pollinator habitat, and subsequently implement, as appropriate, such plans on their managed lands and facilities, consistent with their missions and public safety. These plans may include: facility landscaping, including easements; land management; policies with respect to road and other rights-of-way; educational gardens; use of integrated vegetation and pest management; increased native vegetation; and application of pollinator-friendly best management practices and seed mixes. Task Force member agencies shall also review any new or renewing land management contracts and grants for the opportunity to include requirements for enhancing pollinator habitat.

(b) Task Force member agencies shall evaluate permit and management practices on power line, pipeline, utility, and other rights-of-way and easements, and, consistent with applicable law, make any necessary and appropriate changes to enhance pollinator habitat on Federal lands through the use of integrated vegetation and pest management and pollinator-friendly best management practices, and by supplementing existing agreements and memoranda of understanding with rights-of-way holders, where appropriate, to establish and improve pollinator habitat.

(c) Task Force member agencies shall incorporate pollinator health as a component of all future restoration and reclamation projects, as appropriate, including all annual restoration plans.

HOME

(d) The Council on Environmental Quality and the General Services Administration shall, within 90 days of the date of this memorandum, revise their respective guidance documents for designed landscapes and public buildings to incorporate, as appropriate, pollinator-friendly practices into site landscape performance requirements to create and maintain high quality habitats for pollinators. Future landscaping projects at all Federal facilities shall, to the maximum extent appropriate, use plants beneficial to pollinators.

(e) The Departments of Agriculture and the Interior shall, within 90 days of the date of this memorandum, develop best management practices for executive departments and agencies to enhance pollinator habitat on Federal lands.

(f) The Departments of Agriculture and the Interior shall establish a reserve of native seed mixes, including pollinator-friendly plants, for use on post-fire rehabilitation projects and other restoration activities.

(g) The Department of Agriculture shall, as appropriate and consistent with applicable law, substantially increase both the acreage and forage value of pollinator habitat in the Department's conservation programs, including the Conservation Reserve Program, and provide technical assistance, through collaboration with the land-grant university-based cooperative extension services, to executive departments and agencies, State, local, and tribal governments, and other entities and individuals, including farmers and ranchers, in planting the most suitable pollinator-friendly habitats.

(h) The Department of the Interior shall assist States and State wildlife organizations, as appropriate, in identifying and implementing projects to conserve pollinators at risk of endangerment and further pollinator conservation through the revision and implementation of individual State Wildlife Action Plans. The Department of the Interior shall, upon request, provide technical support for these efforts, and keep the Task Force apprised of such collaborations.

(i) The Department of Transportation shall evaluate its current guidance for grantees and informational resources to identify opportunities to increase pollinator habitat along roadways and implement improvements, as appropriate. The Department of Transportation shall work with State Departments of Transportation and transportation associations to promote pollinator-friendly practices and corridors. The Department of Transportation shall evaluate opportunities to make railways, pipelines, and transportation facilities that are privately owned and operated aware of the need to increase pollinator habitat.

(j) The Department of Defense shall, consistent with law and the availability of appropriations, support habitat restoration projects for pollinators, and shall direct military service installations to use, when possible, pollinator-friendly native landscaping and minimize use of pesticides harmful to pollinators through integrated vegetation and pest management practices.

(k) The Army Corps of Engineers shall incorporate conservation practices for pollinator habitat improvement on the 12 million acres of lands and waters at resource development projects across the country, as appropriate.

(l) The Environmental Protection Agency shall assess the effect of pesticides, including neonicotinoids, on bee and other pollinator health and take action, as appropriate, to protect pollinators; engage State and tribal environmental, agricultural, and wildlife agencies in the development of State and tribal pollinator protection plans; encourage the incorporation of pollinator protection and habitat planting activities into green infrastructure and Superfund projects; and expedite review of registration applications for new products targeting pests harmful to pollinators.

(m) Executive departments and agencies shall, as appropriate, take immediate measures to support pollinators during the 2014 growing season and thereafter. These measures may include planting pollinator-friendly vegetation and increasing flower diversity in plantings, limiting mowing practices, and avoiding the use of pesticides in sensitive pollinator habitats through integrated vegetation and pest management practices.

Sec. 4. General Provisions.

(a) This memorandum shall be implemented consistent with applicable law and subject to the availability of appropriations.

(b) Nothing in this memorandum shall be construed to impair or otherwise affect:

(i) the authority granted by law to any agency, or the head thereof; or

(ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(c) Nothing in this memorandum shall be construed to require the disclosure of confidential business information or trade secrets, classified information, law enforcement sensitive information, or other information that must be protected in the interest of national security or public safety.

(d) This memorandum is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

(e) The Secretary of Agriculture is hereby authorized and directed to publish this memorandum in the Federal Register.

BARACK OBAMA

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