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File No.: EA-2023-0017
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MISSOURI PUBLIC SERVICE COMMISSION

FILE NO.

EA-2023-0017

SURREBUTTAL TESTIMONY

OF

KEVIN CHANDLER

ON

BEHALF OF

GRAIN BELT EXPRESS LLC

MAY 15, 2023

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1 **I. INTRODUCTION**

2 **Q. Please state your name, present position and business address.**

3 A. My name is Kevin Chandler. I am a Director of Transmission Business
4 Development for Invenergy, LLC (“Invenergy”). My business address is One South Wacker, Suite
5 1800, Chicago, Illinois 60606.

6 **Q. Have you previously submitted testimony in this proceeding?**

7 Yes, I submitted direct testimony on August 24, 2022 and accompanying
8 exhibits/schedules identified as Schedules KC-1 through KC-4. On August 31, 2022, Schedule
9 KC-5 was filed after it came to our attention that the schedule was missing from the original filing.

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

11 A. I am testifying to address issues discussed in the rebuttal testimony submitted by
12 Missouri Public Service Commission (“MPSC” or “Commission”) Staff Witness Claire Eubanks
13 on April 19, 2023. I also respond to Garrett Hawkins on behalf of Missouri Farm Bureau, filed on
14 April 19, 2023, and several public comments submitted at Public Hearings held March 6–8, 2023
15 in accordance with the Commission’s *Order Setting Local Public Hearings and Directing Notice*,
16 issued February 8, 2023.

17 **Q. Are you sponsoring any schedules or exhibits as part of your surrebuttal**
18 **testimony?**

19 A. Yes, I am sponsoring the following exhibits/schedules:

- 20 • Schedule KC-6 – Code of Conduct
21 • Schedule KC-7 – Missouri Agricultural Impact Mitigation Protocols (“AIMP”)

1 **II. RESPONSE TO STAFF WITNESS CLAIRE EUBANKS NOT SUPPORTING**
2 **CONSTRUCTION ON EASEMENTS PRIOR TO FULL FINANCING OF THE ENTIRE**
3 **PROJECT**

4 **Q. On pages 3–4 of her Rebuttal Testimony, Staff Witness Claire Eubanks states**
5 **she does not support Grain Belt Express’ requested modification to allow construction on**
6 **easements prior to the entire project being fully financed. How do you respond?**

7 A. I disagree with Ms. Eubanks’ position. Because Ms. Eubanks’ position requires
8 Grain Belt Express fully finance the entire Project before beginning construction, her
9 recommendation effectively prevents the phasing of the Project. As a result, for simplicity, and
10 for the remainder of my Surrebuttal Testimony, I will characterize Ms. Eubanks’ position as not
11 supporting the phasing the Project.

12 **Q. Why does Ms. Eubanks not support the phasing of the Project?**

13 A. Ms. Eubanks offers three reasons for not supporting the phasing of the Project: (1)
14 the existing conditions provide landowner protections and presumably Ms. Eubanks believes Grain
15 Belt Express’ proposed amended Financing Condition (“Amended Financing Condition”) does not
16 provide similar protections; (2) because Grain Belt Express is financially capable of undertaking
17 the entire Project; and (3) because Illinois recently approved the Project.

18 **Q. What is the scope of your response?**

19 A. My Surrebuttal Testimony will address Ms. Eubanks’ reasoning that because Grain
20 Belt Express is financially capable of undertaking the entire Project, there is no need to phase the
21 Project, and because Illinois recently approved the Project, there is no need to phase the Project.
22 Ms. Rolanda Shine’s Surrebuttal Testimony, on page 8 through page 11, addresses whether Grain
23 Belt Express’ Amended Financing Condition provides equivalent landowner protections.

24 **Q. Does Ms. Eubanks expand on the reasons you will address?**

1 A. No. Ms. Eubanks does not expand on why those reasons led to her conclusion. For
2 example, Ms. Eubanks does not explain why Grain Belt Express’ capability to finance the entire
3 Project means that Grain Belt Express should not phase the Project. Nor does Ms. Eubanks explain
4 why Grain Belt Express’ approvals in Illinois mean that Grain Belt Express should not phase the
5 Project.

6 **Q. Do these reasons provide adequate justification to not phase the Project?**

7 A. No. Staff does not provide adequate justification for delaying the significant
8 benefits of the Project.¹ While it is true Grain Belt Express is financially capable of financing the
9 entire Project and Grain Belt Express has been granted a certificate of public convenience and
10 necessity (“CPCN”) in Illinois, those reasons individually, or together, do not justify prohibiting
11 the phasing of the Project. Stakeholders have recently expressed concerns about landowners
12 waiting years for action on the Project. Staff’s recommendation exacerbates that problem and
13 delays the benefits of the Project accruing to Missouri ratepayers. If the Commission were to reject
14 the Amended Financing Condition, benefits of the Project to Missouri ratepayers would be delayed
15 by approximately 18 months.

16 **Q. What would be the cause of such delay?**

17 A. The cause of the delay is primarily due to the fact that land acquisition for Phase II
18 significantly trails land acquisition for Phase I. As of May 2023, Grain Belt Express has currently
19 obtained over 87% of the easements for Phase I, which includes 366 easements in Missouri. Land
20 acquisition in Missouri is in an advanced stage as the result of full-scale land acquisition efforts

¹ The benefits of the Project include reliability and resiliency benefits, discussed in the Direct Testimony of Anthony Petti and Shashank Sane; savings in the form of lower energy and capacity prices, as discussed in the Direct Testimony of Mark Repsher and Shashank Sane; and addressing the climate and reliability goals of Missouri utilities and customers, as discussed in the Direct Testimony of Shashank Sane.

1 since the Commission issued its Report and Order on Remand (“CCN Order”) in Case No. EA-
2 2016-0358 in early 2019.²

3 In contrast, land acquisition in Illinois is still in very early stages. Until 2023, judicial
4 reviews and the Illinois statutory environment delayed Grain Belt Express’ receipt of a CPCN to
5 own, control, operate, or manage the Project. Despite the Project surpassing those judicial,
6 legislative, and regulatory hurdles through Grain Belt Express’ receipt of a CPCN in March 2023,
7 those circumstances have caused the land acquisition process to significantly trail the land
8 acquisition processes in Kansas and Missouri.

9 **Q. How long will land acquisition take in Illinois?**

10 A. It will take approximately two years for land acquisition in Illinois to reach the
11 current level of land acquisition in Missouri. The land acquisition process involves numerous
12 rounds of communication with landowners in order to answer questions about the Project and to
13 learn about landowners’ specific concerns and circumstances. Grain Belt Express is committed to
14 building long-term, cooperative relationships with landowners and that process takes a substantial
15 amount of time. Furthermore, good-faith negotiation of easement agreements is a long and
16 involved process. In the event that Grain Belt Express must, as a last resort, utilize eminent domain,
17 it is my understanding that the eminent domain process in Illinois involves numerous procedural
18 steps and also requires a considerable amount of time to complete. In short, obtaining the
19 necessary rights on a parcel of land in Illinois can take two years or more.

20 **Q. What are the consequences of Illinois land acquisition trailing Kansas and**
21 **Missouri land acquisition?**

² At the time of Grain Belt Express’ Application in EA-2016-0358, Grain Belt Express had acquired 39 easements in Missouri. Case No. EA-2016-0358, Report and Order on Remand, p. 12 (Mar. 20, 2019) (“CCN Order”).

1 A. As discussed more fully in Ms. Shine’s Direct Testimony and Surrebuttal
2 Testimony, the progress of land acquisition plays a significant role in Grain Belt Express’ ability
3 to finance the Project. If the Project has not achieved an advanced stage of land acquisition, then
4 Grain Belt Express cannot obtain financing.

5 In other words, if the Commission adopts Ms. Eubanks’ position, the benefits that would
6 accrue to Missouri as a result of the Project will not occur until land acquisition has reached an
7 advanced stage in Illinois at which point financing for the entire Project could be obtained.
8 Because these circumstances will not occur in Illinois until well after land acquisition is complete
9 for Phase I, not phasing the Project would exacerbate concerns about delays in construction of the
10 Project and uncertainty for landowners and will further delay the benefits the Project will provide
11 to Missouri.

12 **Q. When could Grain Belt Express begin construction of Phase I and Phase II?**

13 A. In my colleague Aaron White’s Direct Testimony at page 15, he states that subject
14 to continuing land acquisition and financing Grain Belt Express is targeting beginning construction
15 of Phase I of the Project with an earliest possible construction start in 2024 and a projected in-
16 service date in 2027. Grain Belt Express is targeting beginning construction on Phase II of the
17 Project 18 months after Phase I, subject to continuing land acquisition and financing in Illinois.

18 **Q. What are the impacts to Missourians if the Commission rejected Grain Belt**
19 **Express’ request to phase the Project?**

20 A. The benefits of the Project to Missouri ratepayers—including reliability and
21 resiliency benefits, economic benefits, and environmental benefits—would be significantly
22 delayed. While there are also benefits to Missouri associated with Phase II of the Project, a

1 majority of the benefits are associated with Phase I. Accordingly, constructing the project in
2 phases is in the best interest of Missouri.

3 **Q. Can you summarize your views in relation to Ms. Eubanks' position that the**
4 **Project should not be phased?**

5 A. Ms. Eubanks' position is that the Project should not be phased because Grain Belt
6 Express is financially capable of undertaking the entire Project and because Illinois recently
7 approved the Project. In my view, those reasons could also support the opposite conclusion: *that*
8 *the Project should be phased*. Because of that and the evidence I have presented above regarding
9 the status of land acquisition in Illinois, my conclusion is *that the Project should be phased* for the
10 benefit of Missouri ratepayers.

11 **III. RESPONSE TO STAFF WITNESS CLAIRE EUBANKS' RECOMMENDATIONS**
12 **AGAINST GRAIN BELT EXPRESS' PROPOSALS FOR CONSISTENCY WITH HB 2005**

13 **Q. What is Grain Belt Express' request with regard to the easement expiration**
14 **condition established by the CCN Order?**

15 A. In my Direct Testimony on page 19–20, I requested the Commission modify
16 Ordering Paragraph 5 to extend the time for returning easements to landowners (if necessary
17 financial commitments are not received) from five years to seven years. The purpose was to be
18 consistent with a provision of HB 2005 that states:

19 . . . if an electrical corporation, . . . , acquires an involuntary easement in
20 this state by means of eminent domain and does not obtain the financial
21 commitments necessary to construct the project for which the easement was
22 necessary within seven years . . .

23 As my Direct Testimony stated, the modification was requested “[f]or fairness and consistency,
24 and in deference to the General Assembly.”³

³ Chandler Direct Testimony, p. 20 (Aug. 24, 2022).

1 **Q. What is Grain Belt Express’ request with regard to the landowner payments**
2 **for the Tiger Connector?**

3 A. In my Direct Testimony, I requested a modification to the Landowner Protocols to
4 allow Grain Belt Express to compensate Tiger Connector landowners with a compensation
5 package that, among other things, compensates Tiger Connector landowners with 150% of fair
6 market value for easement property. Again, the purpose was to be consistent with stakeholder
7 input and HB 2005,⁴ which specifies:

8 ... the total compensation package offered was no lower than the amount
9 reflected in the appraisal multiplied by 150%.

10 Ms. Eubanks’ recommendation to reject Grain Belt Express’ modification to the Land Protocols
11 will be discussed in Section III.B.

12 **Q. Is Grain Belt Express subject to HB 2005?**

13 A. No. While I am not an attorney, Grain Belt Express is not seeking a new CCN, so
14 I have been advised that HB 2005 would not apply to this Amendment Application regardless of
15 when it was filed.⁵ Further, for avoidance of doubt, Grain Belt Express submitted its Amendment
16 Application in this Case prior to the effective date of HB 2005.

17 **Q. Did Grain Belt Express request to be subject to any or all provisions of HB**
18 **2005?**

19 A. No. Grain Belt Express simply made the requests discussed above and in my Direct
20 Testimony on pages 19–21.

⁴ Chandler Direct Testimony, p. 20–21.

⁵ These legal arguments were addressed in Grain Belt Express LLC’s Reply in Support of its Request for Waiver of the 60-Day Notice Requirement, ¶ 19, filed on October 14, 2022.

1 A. **Response To Staff Witness Claire Eubanks' Recommendation To Reject**
2 **Grain Belt Express' Proposal For Returning Easements To Landowners**
3 **From Five Years To Seven Years**

4 Q. **On page 5–6 of her Rebuttal Testimony, Ms. Eubanks recommends the**
5 **Commission reject Grain Belt Express' request to modify the timeline for returning**
6 **easements to landowners (if necessary financial commitments are not received) from five**
7 **years to seven years. How do you respond?**

8 A. Ms. Eubanks primary reasoning for rejecting the requested modification is that
9 Grain Belt Express is not subject to HB 2005. It seems her position is that because Grain Belt
10 Express is not subject to HB 2005, then Grain Belt Express' CCN should not include conditions
11 similar to language in HB 2005, unless all of HB 2005 is incorporated into Grain Belt Express'
12 CCN.

13 Q. **Does Ms. Eubanks provide any additional reasoning?**

14 A. Yes. Ms. Eubanks states that Grain Belt Express is not seeking to apply all
15 applicable aspects of HB 2005 to the Tiger Connector and Phase II of the Project.

16 Q. **Why has Grain Belt Express not requested all provisions of HB 2005 be**
17 **incorporated into its CCN?**

18 A. This will be discussed in greater detail below, but incorporating all of HB 2005 into
19 the CCN would have dramatic consequences on existing easement agreements. It is for this reason
20 that HB 2005 cannot be retroactively applied to an existing CCN regardless of whether that CCN
21 is amended.

22 Q. **Did Ms. Eubanks explain why five years is necessary to impose on Grain Belt**
23 **Express instead of seven years?**

1 A. In part. Ms. Eubanks states that Ordering Paragraph 5 was meant to protect affected
2 landowners.⁶ However, Ms. Eubanks does not explain why in her opinion five years is more
3 appropriate than seven years in the context of the Project. Nor does Ms. Eubanks explain why the
4 Commission’s determination of five years is more appropriate than the Missouri General
5 Assembly’s determination of seven years for similarly situated transmission line projects.

6 **Q. Does Ms. Eubanks provide an alternative recommendation?**

7 A. Yes. As an alternative, Ms. Eubanks recommends adopting Grain Belt Express’
8 modifications to Ordering Paragraphs 5 but recommends incorporating the entirety of HB 2005
9 into Ordering Paragraph 8, and updating the Project’s scope in Ordering Paragraph 10. Ms.
10 Eubanks’ alternative Ordering Paragraph 5 would state:

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

23 Ms. Eubanks’ alternative Ordering Paragraph 8 (“Alternative Ordering Paragraph 8”)
24 would state:

25 Grain Belt Express Clean Line LLC shall comply with the Missouri
26 Landowner Protocol, including, but not limited to, a code of conduct and
27 the Missouri Agricultural Mitigation Impact Protocol, and incorporate the
28 terms and obligations of the Missouri Landowner Protocol **as revised to**
29 **incorporate House Bill 2005** into any all easement agreements with
30 Missouri landowners.

⁶ Claire Eubanks Rebuttal Testimony, p. 6 (Apr. 19, 2023).

1 Ms. Eubanks' alternative Ordering Paragraph 10 would state:

2 Grain Belt Express Clean Line LLC shall construct the proposed Missouri
3 converter station to be capable of ~~the actual delivery of 500 MW of wind~~
4 ~~power to the converter station~~ **delivering an amount of its electrical**
5 **capacity to electrical customers in Missouri that is greater than or**
6 **equal to the proportionate number of miles of the line that pass through**
7 **Missouri.**

8 **Q. How do you respond?**

9 A. Grain Belt Express does not agree with Ms. Eubanks revisions to Ordering
10 Paragraph 8. Ms. Eubanks takes an all or nothing approach. In her view, if the Commission grants
11 Grain Belt Express a condition similar to a provision in HB 2005, then Grain Belt Express should
12 be subject to all provisions of HB 2005.

13 **Q. Please describe your concerns with Ms. Eubanks' Alternative Ordering**
14 **Paragraph 8?**

15 A. Alternative Ordering Paragraph 8 would have dramatic consequences to Grain Belt
16 Express' existing voluntary easement agreements with landowners.

17 Before discussing the implications on existing voluntary easements, the grammatical error
18 in the last clause of Ms. Eubanks' alternative Ordering Paragraph 8 must be noted. It is unclear
19 whether Ms. Eubanks meant to include "all" in the last clause, but the current version of Ordering
20 Paragraph 8 does not contain "all."

21 If we are to assume that Ms. Eubanks meant to strike "any" and add "all" to the last clause
22 of Ordering Paragraph 8, it would read: "and incorporate the terms and obligations of the Missouri
23 Landowner Protocol as revised to incorporate House Bill 2005 into all easement agreements with
24 Missouri landowners." Under either scenario, Ms. Eubanks' Alternative Ordering Paragraph 8
25 would be highly problematic because it appears to apply retroactively to existing easement
26 agreements, as well as future easement agreements.

1 If Ms. Eubanks meant Alternative Ordering Paragraph 8 to apply retroactively, then her
2 recommendation is both impractical and legally problematic.

3 As previously discussed, Grain Belt Express has acquired voluntary easements for over
4 87% of landowners along the proposed Phase I route of the Project. If Ms. Eubanks' alternative
5 recommendation were to apply retroactively, then Grain Belt Express would need to amend all
6 existing easement agreements to incorporate HB 2005 and renegotiate the pricing terms of all
7 existing easement agreements to reflect the 150% fair market value required by HB 2005—which
8 in many cases is *less than* the payments already negotiated by landowners. It is difficult to estimate
9 the exact time and expense of implementing Ms. Eubanks' Alternative Ordering Paragraph 8
10 retroactively, but undoubtedly it would be significant and would most likely delay Grain Belt
11 Express' planned Phase I construction start date. I've also been advised that, from a legal
12 perspective, regulatory mandates cannot be applied retroactively to existing agreements, so Ms.
13 Eubanks' recommendation simply cannot be implemented.

14 **Q. What should the Commission do with respect to Ordering Paragraph 5?**

15 A. It should adopt Grain Belt Express' proposed revisions to Paragraph 5; or
16 alternatively keep it as is.

17 **Q. What should the Commission do with respect to Ordering Paragraph 8?**

18 A. It should reject Ms. Eubanks' Alternative Ordering Paragraph 8. If Grain Belt
19 Express' proposed revisions to Ordering Paragraph 5 require the adoption of Alternative Ordering
20 Paragraph 8, then Grain Belt Express withdraws its request for modifications to Paragraph 5 and
21 the Commission can simply leave Paragraph 5 as is.

22

23

1 **B. Response To Staff Witness Claire Eubanks’ Recommendation To Reject**
2 **Grain Belt Express’ Proposed Revisions To The Landowner Protocols**

3 **Q. On page 8–9 of her Rebuttal Testimony, Ms. Eubanks disagrees with Grain**
4 **Belt Express’ proposed modification to the compensation package for Tiger Connector**
5 **landowners in the Landowner Protocols. How do you respond?**

6 A. Ms. Eubanks appears to be placing herself in a position of assessing the relevant
7 values of Grain Belt Express’ compensation packages and negotiating on behalf of Tiger
8 Connector landowners—a position for which she does not appear to have the authority or relevant
9 expertise. Her position is also contrary to the requests of stakeholders, including the Missouri
10 Farm Bureau, who specifically requested Grain Belt Express apply the 150% compensation
11 provisions of HB 2005 to landowners impacted by the Tiger Connector.⁷

12 **Q. Why does HB 2005 specify just compensation for eminent domain proceedings**
13 **as 150% of fair market value?**

14 A. While I was not involved in the drafting of HB 2005, HB 2005 was drafted with
15 the input of a group of stakeholders who represent landowners in this Case, including Missouri
16 Farm Bureau. Because this was the position of landowner stakeholder groups during the drafting
17 of HB 2005, and on the whole Grain Belt Express believes it will benefit Tiger Connector
18 landowners, Grain Belt Express requested the modification to the Landowner Protocols in this
19 Case.

20 **Q. Why do you recommend the Commission approve Grain Belt Express’**
21 **proposed modifications to the Landowner Protocols?**

⁷ See Chandler Direct Testimony, p. 16, fn. 4.,
<https://mofb.org/MOFB/wp-content/uploads/2022/07/GBETigerConnector-July2022.pdf>.

1 A. While the modifications will mean Tiger Connector landowners will not receive the
2 one-time structure payment of \$6,000 (for monopole structures), Grain Belt Express agrees with
3 Missouri Farm Bureau that many Tiger Connector landowners will receive more value from 150%
4 of fair market value without a structure payment than 110% of fair market value plus the structure
5 payment. This is especially true in a period of increasing land values. Therefore, Grain Belt
6 Express made the proposed modifications to the Landowner Protocols to accommodate Missouri
7 Farm Bureau’s request.

8 **Q. Does Ms. Eubanks have any other concerns about the Compensation Package?**

9 A. Yes. Ms. Eubanks is concerned that there is an option for Tiger Connector
10 landowners to receive the easement payment as an annual payment; however that option is not
11 included in the existing Landowner Protocols or the proposed revisions in KC-5.

12 **Q. Has Grain Belt Express been offering annual options for easement payments
13 to Missouri landowners?**

14 A. Yes.

15 **Q. Does Grain Belt Express intend to offer annual options for easement payments
16 to Tiger Connector landowners?**

17 A. Yes.

18 **Q. Is there any need for the Commission to mandate this requirement in the
19 Landowner Protocols?**

20 A. No.

21 **IV. RESPONSE TO MISSOURI FARM BUREAU WITNESS GARRETT HAWKINS**

22 **Q. On Page 6 of Missouri Farm Bureau Witness Garrett Hawkins’ Rebuttal
23 Testimony, he states that Grain Belt Express failed to take into account the physical and**

1 **practical inability of agricultural equipment to operate within specific distances of towers**
2 **and other infrastructure. How do you respond?**

3 A. Inenergy Renewables, directly and through its affiliated companies, has developed
4 over 4,000 miles of transmission and distribution lines, including on land used for farming and
5 ranching. In general, our affiliates find that we are able to work directly with landowners to
6 address or mitigate most of their concerns. In our experience, transmission lines across agricultural
7 areas do not present significant concerns for planting, spraying (whether ground or aerial), or
8 harvesting crops. Grain Belt Express is not aware of any major disruptions to farming operations
9 around transmission poles. Farming and harvesting in the right of way can generally continue,
10 with the exception of the pole and guy locations. Landowners will be provided exhibits depicting
11 pole and guy locations prior to construction, and Grain Belt Express will work with landowners to
12 ensure farming and ranching activities can continue safely in the transmission easement.

13 **Q. On Page 6 of Mr. Hawkins Rebuttal Testimony, he disapproves of Grain Belt**
14 **Express’ ability to use eminent domain authority because Grain Belt Express is a “private**
15 **enterprise” and claims, among other things, that “landowners are forced to sell their land.”**
16 **How do you respond?**

17 A. To begin, Mr. Hawkins does not describe what he means by “private enterprise.”
18 If “private enterprise” means a “for-profit entity,” then his point is illogical and unfounded because
19 the largest public utilities in the state are for-profit—Evergy and Ameren.

20 If “private enterprise” means “privately-owned” (*i.e.*, not publicly traded), then his point is
21 also illogical and unfounded because that circumstance is permitted by Missouri law and the

1 Commission has previously issued CCNs to privately-owned companies.⁸ In any event, the
2 manner in which a company decides to raise equity—through private ownership or publicly-traded
3 stock—is not a basis for determining whether such company qualifies to be a public utility in
4 Missouri.

5 Grain Belt Express’ use of eminent domain is entirely consistent with the laws of Missouri.
6 Grain Belt Express is an electric corporation as defined by RSMo 386.020(15), and as determined
7 by the Commission in EA-2016-0358.⁹ Grain Belt Express is also a public utility, as determined
8 by the Commission in EA-2016-0358.¹⁰ As such, Grain Belt Express is regulated by the
9 Commission. As a regulated entity, Grain Belt Express must comply with relevant Missouri
10 statutes and regulations, which it does. Grain Belt Express’ compliance with relevant statutes and
11 regulations extends to the actions taken by Grain Belt Express in this case.

12 **Q. Mr. Hawkins also says the Project is private development. How do you**
13 **respond?**

14 A. That is not correct. The Project directly serves the public by delivering energy into
15 Missouri, as determined by the Commission in EA-2016-0358.¹¹

16 **V. RESPONSE TO PUBLIC COMMENTS**

17 **Q. Several public commenters have criticized Grain Belt Express’ interactions**
18 **with landowners. How do you respond?**

⁸ For example, the Commission issued a CCN to Summit Natural Gas of Missouri, Inc. (a privately held utility) in GA-2020-0251. *See* Case No. GA-2020-0251, Order Granting Certificates of Convenience and Necessity, p. 6. (May 6, 2020).

⁹ CCN Order, p. 37–38.

¹⁰ CCN Order, p. 38.

¹¹ CCN Order, p. 47 (“The Grain Belt Project will facilitate this movement in Missouri, thereby benefit Missouri citizens, and is, therefore, in the public interest.”).

1 A. Grain Belt Express' interactions with landowners is guided by the Landowner
2 Protocols (see Schedule KC-5 of my Direct Testimony) and a Code of Conduct (see Schedule KC-
3 6 to this Surrebuttal Testimony). The Landowner Protocol is a comprehensive policy of how Grain
4 Belt Express interacts, communicates, and negotiates with affected landowners and includes: the
5 establishment of a Code of Conduct, Grain Belt Express' approach to landowner and easement
6 agreement negotiations, a compensation package, updating of land values with regional market
7 studies, the AIMP, tracking of obligations to landowners, the availability of arbitration to
8 landowners, and a Decommissioning Fund.¹² The Landowner Protocol is supplemented by a Code
9 of Conduct that requires Grain Belt Express employees and representatives to treat every
10 landowner with consideration and respect based upon the understanding that building and
11 maintaining long-lasting relationships must occur in a respectful and collaborative manner.¹³

12 Before entering the field, all employees and representatives who interact with Missouri
13 landowners receive comprehensive training regarding the Grain Belt Express Landowner Protocol,
14 Code of Conduct, and AIMP. In this training, a Grain Belt Express staff representative leads a
15 presentation on the Landowner Protocols, with a special emphasis on landowner interaction, clear
16 communication, and conflict management. Additionally, reminders and additional guidance are
17 provided as part of Grain Belt Express' ongoing management of external representatives.

18 If, after any interaction with a Grain Belt representative, a landowner or member of the
19 public wishes to lodge a complaint about Grain Belt Express representatives, individuals can
20 connect directly with Grain Belt by calling or visiting our project offices in St. Joseph or Moberly,

¹² Chandler Direct Testimony, Schedule KC-5.

¹³ Chandler Surrebuttal Testimony, Schedule KC-6.

1 Missouri or by sending an electronic message directly through a contact form on the Grain Belt
2 website.

3 Only four formal complaints have been issued against Grain Belt Express; only two
4 involved Code of Conduct violations. All four were resolved in favor of Grain Belt Express. The
5 first action was voluntarily dismissed due to lack of evidence.¹⁴ The Commission denied the
6 second action in its entirety, with the Commission seeing “no basis” for the relief sought by
7 complainants in that case.¹⁵ The Commission also denied the third action in its entirety, finding
8 that the complainants in that case “failed to meet their burden of proof.”¹⁶ The fourth complaint
9 was voluntarily dismissed by complainants.¹⁷ None of the public commentors who raised concerns
10 with the conduct of Grain Belt Express were involved in the preceding complaints or otherwise
11 brought their concerns to the Commission, as is their right. Accordingly, there appears to be little
12 or no substance to their allegations.

13 To summarize, Grain Belt Express is committed to being a good partner with the local
14 community and actively works to address landowner issues when those issues are brought to Grain
15 Belt Express’ attention.

16 **Q. One public commenter states that the easement agreement does not allow for**
17 **damages after construction ends. Is that correct?**

¹⁴ See *Missouri Landowners Alliance and Gary Mareschal v. Grain Belt Express, LLC, et al.*, PSC Case No. EC-2020-0408, Motion to Withdraw Complaint (Jan. 12, 2021).

¹⁵ *Missouri Landowners Alliance, and Eastern Missouri Landowners Alliance DBA Show Me Concerned Landowners, and John G. Hobbs v. Grain Belt Express LLC, et al.*, PSC Case No. EC-2021-0034, Report & Order, p. 13 (Jan. 20, 2021).

¹⁶ *Missouri Landowners Alliance, and Eastern Missouri Landowners Alliance DBA Show Me Concerned Landowners, and John G. Hobbs v. Grain Belt Express LLC, et al.*, PSC Case No. EC-2021-0059, Report & Order, p. 20 (Aug. 4, 2021).

¹⁷ *Linda McElwee v. Grain Belt Express LLC*, PSC Case No. EC-2022-0059, Voluntary Dismissal of Complaint (October 16, 2021) and Notice of Dismissal (October 19, 2021.)

1 A. No. The public commenter provided no additional information to support his claim.
2 Further, the record in this Case and Case No. EA-2016-0358 do not support his claim. The
3 easement agreement, which is Schedule KC-4 of my Direct Testimony, states, “Grain Belt Express
4 will repair or pay, at Grain Belt’s option, Landowner or its tenants for any damage to Landowner’s
5 or Landowner’s tenants’ improvements, livestock and/or crops as a result of Grain Belt exercising
6 its rights under this Agreement, whether such damage occurs before, during, or after construction.”
7 Accordingly, the plain reading of the easement agreement contradicts the public commenter’s
8 statements. As well, in practice, Grain Belt Express will provide damages after construction ends
9 in accordance with the easement agreement. Further, Grain Belt Express has not entered into an
10 easement agreement with a landowner that does not provide for damages after construction ends.

11 **Q. One public commenter expressed concern about the decommissioning plan for**
12 **the Project. How do you respond?**

13 A. Decommissioning fund procedures were approved by the Commission in EA-2016-
14 0358. For additional details on Grain Belt Express’ decommissioning fund requirements, see
15 Section 8 of the Landowner Protocols (Schedule KC-5 of my Direct Testimony). Grain Belt
16 Express has not proposed any changes to Section 8 of the Landowner Protocols.

17 **Q. Several public commenters express concern about soil compaction, drainage**
18 **tile, irrigation systems, soil production, and soil erosion due to construction of the Project.**
19 **How does Grain Belt Express plan to address these issues?**

20 A. Grain Belt Express recognizes the impacts the presence of the Project will have on
21 the Project area. Grain Belt Express is committed to taking measures to avoid, mitigate, and restore
22 the Project Area. For example, Grain Belt Express and its construction contractor will first seek
23 to minimize the amount of acreage to be traversed by developing a construction access plan with

1 relatively narrow access routes to the construction sites. Further, following construction, Grain
2 Belt Express will restore land that is impacted as the result of construction activities, as closely as
3 practical, to its pre-construction condition, by utilizing different tillage and decompaction
4 techniques.

5 Grain Belt Express' planned avoidance, mitigation, and restoration strategies and practices
6 are detailed in the AIMP implemented by Grain Belt Express in EA-2016-0358, attached hereto
7 as Schedule KC-7. Moreover, in EA-2016-0358, the Commission found that “[a]ny negative
8 impacts of the Project on the land and landowners will be mitigated by . . . an agricultural impact
9 mitigation protocol to avoid negative agricultural impacts.”¹⁸

10 **Q. Several public comments have expressed concern about their ability to crop**
11 **dust around the Project. How do you respond?**

12 A. Grain Belt Express is aware that the presence of overhead transmission lines and
13 other types of above-ground structures have the potential to impact aerial application; however,
14 we do not agree with the premise that transmission lines or other above-ground structures preclude
15 the landowner from utilizing aerial application. We recognize that flight patterns previously used
16 for aerial application may need to be modified to account for the location of a transmission line.

17 The exact impact of the Project, if any, on the use of aerial application of chemicals is
18 specific to each property on it, the placement of the transmission line, and the applicator's expertise
19 and experience. Grain Belt Express is committed to working with landowners to address their
20 concerns as it relates to their specific parcel.

21 **Q. One public commenter expressed concern about double-pesticiding crops.**
22 **How do you respond?**

¹⁸ CCN Order, p. 46.

1 A. The use of synthetic herbicides, pesticides, and fertilizers is not mandatory for any
2 part of the Grain Belt Express construction right-of-way or permanent easement. Restoration of
3 disturbed land can be accomplished with landowner-approved seed mixes, fertilizers, and
4 herbicide/pesticides at the direction of the landowner.

5 **Q. Several public commenters raised concerns about how the Tiger Connector**
6 **will specifically impact their property. How do you respond?**

7 A. Grain Belt Express is happy to discuss the specifics of easement and structure
8 locations with each landowner. In fact, such discussions are currently ongoing and have already
9 resulted in minor adjustments to the Tiger Connector route in favor of landowners. Examples
10 include making reasonable efforts to locate the centerline far enough from a property boundary to
11 avoid tree clearing and committing to a timeline for terrace repair completion. Grain Belt Express
12 is committed to continuing these discussions. Accordingly, Grain Belt Express requests that the
13 Commission maintain the routing flexibility provided in the current CCN Order to facilitate these
14 continued discussions and future adjustments.

15 **Q. At the March 7, 2023 Public Meeting, Charles Greg Crawford claimed Grain**
16 **Belt Express said they would not build solar farms in Callaway, but Invenergy is leasing land**
17 **in Callaway for solar farms, or words to that effect. How do you respond?**

18 A. Invenergy is not advancing the leasing of land in Callaway County for solar
19 development at this time. As one of the leading developers of renewable energy projects in the
20 country, it is not unusual to explore many different locations for potential projects, and it is true
21 some number of landowners in Callaway County were contacted about potential solar development
22 that was not directly related to the Grain Belt Express project. However, those leasing efforts are
23 no longer active.

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

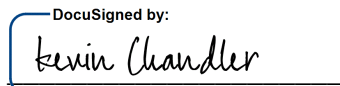
In the Matter of the Application of Grain Belt)
Express LLC for an Amendment to its Certificate)
of Convenience and Necessity Authorizing it to)
Construct, Own, Operate, Control, Manage, and) File No. EA-2023-0017
Maintain a High Voltage, Direct Current)
Transmission Line and Associated Converter)
Station)

AFFIDAVIT OF KEVIN CHANDLER

1. My name is Kevin Chandler. I am the Director of Transmission Business Development for Invenergy, LLC (“Invenergy”). My business address is One South Wacker, Suite 1800, Chicago, Illinois 60606.

2. I have read the above and foregoing Rebuttal Testimony and the statements contained therein are true and correct to the best of my information, knowledge, and belief.

3. Under penalty of perjury, I declare that the foregoing is true and correct to the best of my knowledge and belief.

DocuSigned by:


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Kevin Chandler
Director of Transmission Business Development
Invenergy LLC

Date: 5/15/2023