

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

Missouri Landowners Alliance, and	)	
Gary Mareschal,	)	
	)	
Complainants,	)	
	)	
V.	)	
	)	Case No. _____
Grain Belt Express Clean Line LLC, and	)	
Invenergy Transmission LLC, and	)	
Invenergy Investment Company,	)	
	)	
Respondents	)	

FORMAL COMPLAINT

Come now the Missouri Landowners Alliance (MLA) and Gary Mareschal, and pursuant to Commission Rule 20 CSR 4240-2.070(4) hereby file this Formal Complaint against the aforementioned Respondents. In support of this filing, the Complainants state as follows:

1. The MLA is a non-profit corporation organized in 2014 under the laws of the state of Missouri. The basic purpose of the MLA is to oppose the construction of the Grain Belt transmission line. The organization has over 1,100 members, many of whom live on or near the right-of-way of the proposed transmission line. The MLA has represented Missouri landowners in various proceedings before the Commission and Missouri courts in opposition to the Grain Belt line. The MLA's address is 309 N. Main Street, Cameron, MO 64429.

2. Complainant Gary Mareschal is co-owner of a parcel of land titled in the name of Mareschal Family Farm. The land is located on the proposed right-of-way of the

Grain Belt line, in Monroe County, Missouri. Mr. Mareschal's mailing address is 540 Timberidge Dr., St. Peters, MO 63376.

3. Respondent Grain Belt Express Clean Line LLC (Grain Belt) was granted a Certificate of Convenience and Necessity (CCN) by the Commission in Case No. EA-2016-0358 to build an electric transmission line across eight counties in northern Missouri. As discussed in Commission Case No. EM-2019-0150, on November 9, 2018, respondent Invenergy Transmission LLC (Invenergy Transmission) entered into a contract to purchase Grain Belt. (Amended Report and Order, p. 7, par. 10). Respondent Invenergy Investment Company is the parent company of Invenergy Transmission. (Amended Report and Order, p. 1). Respondents Invenergy Transmission and its parent are at times referred to herein collectively as "Invenergy". All three Respondents are foreign corporations.

4. According to a filing made by Invenergy on March 6, 2020 in Commission Case No. EM-2019-0150, Invenergy closed on the contract to purchase Grain Belt on January 28 of this year. (EFIS 82).

5. Andrew O. Schulte and Anne E. Callenbach are legal counsel for the three respondents. The address of the registered agent in Missouri for the three respondents is 120 South Central Ave., Clayton, MO 63105. Respondents' office address is One South Wacker Dr., Suite 1800, Chicago, IL 60606.

6. On June 17, 2020, at approximately 3:35 p.m., Complainant Gary Mareschal received a telephone call from a person who identified himself as Daniel Walter. The caller informed Mr. Mareschal that he worked for a company named Contract Land Staff (CLS), that he was calling on behalf of Invenergy, and that he wished to discuss

obtaining an easement over the parcel of land in Monroe County co-owned by Mr. Mareschal. The telephone call to Mr. Mareschal originated from number 979-865-9784.

7. During the course of that telephone conversation, the person said to be working for CLS on behalf of Invenergy told Mr. Mareschal that Invenergy has now purchased the proposed transmission line operations. He further claimed that “Grain Belt is no longer involved with this business” (or possibly, that “Grain Belt is no longer involved with the business.”)

8. Mr. Marvin J. (Jim) Daniel also owns property in Monroe County which is to be traversed by the proposed Grain Belt line. Mr. Daniel has received two recent telephone calls from individuals representing themselves to be working on behalf of CLS, both calls dealing with the possible purchase of an easement for the line over Mr. Daniel’s property. The first call was in late April or early May, 2020, from a person who gave his name as Alex Brown. The second was in late May or early June, from a person who gave his name as Daniel Walter – presumably the same individual who contacted Mr. Mareschal. Based on statements made during those telephone conversations by the two CLS agents, Mr. Daniel was also led to believe that Grain Belt was no longer associated with the proposed transmission line project.

9. The claims by the land agents to the effect that Grain Belt is no longer involved in the transmission line project are obviously false. In Case No. EA-2016-0358, the CCN to build the transmission line was granted solely to Grain Belt. While Invenergy Transmission has apparently purchased the Grain Belt corporation, Grain Belt remains the only entity which is authorized to construct the proposed line. Thus the

statement that Grain Belt is “no longer involved with this business” is legally and factually untrue.

10. The fact that the statement is false was confirmed by the Respondents themselves in a Notice of Compliance filed with the Commission on April 15, 2020 in Case No. EA-2016-0358. (EFIS 771). In Exhibit A to the filing, signed by a vice president of Invenergy Transmission, they acknowledge that an industry leading land services organization was retained by Invenergy and Grain Belt to negotiate easement agreements in Missouri.

11. The land agents working for Grain Belt and Invenergy obviously benefit in their dealings with landowners if they can persuade them that Grain Belt is no longer in the picture. As the Commission is well aware, Grain Belt managed to build up a considerable amount of ill will among many of the landowners on and near the proposed right-of-way.<sup>1</sup> One contributing factor to the animosity may be Grain Belt’s past record of disseminating misleading information to Missouri landowners.<sup>2</sup> By claiming that Grain Belt is no longer involved with this project, the land agents could reasonably expect to neutralize some of the resentment associated with the Grain Belt name.

12. Grain Belt established a Code of Conduct applicable to all communications between land agents and landowners with respect to the proposed project. The document begins by stating that “all communications with property owners and occupants must be factually correct....”<sup>3</sup> And the Commission specifically ordered Grain Belt in the CCN

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<sup>1</sup> See testimony at the eight local public hearings in Case No. EA-2016-0358, at EFIS No.s 114, 115, 130, 131, 158, 159, 180 and 181.

<sup>2</sup> See Reply Brief of the MLA et al. in EA-2016-0358, EFIS 550, pp. 22-23 and transcript references cited there.

<sup>3</sup> This Code of Conduct was received in evidence in EA-2016-0358 as Schedule DKL-2, which was a part of Exhibit 113. (EFIS 372).

case to comply with the terms of that Code of Conduct. (Report and Order on Remand, March 20, 2019, p. 52, par. 8). Furthermore, the Commission has ordered Invenergy to exercise its control over Grain Belt to insure that Grain Belt complies with the conditions imposed in the CCN case, EA-2016-0358. (Case No. EM-2019-0150, Amended Report and Order, Sept. 11, 2019, p. 16-17).

13. Grain Belt and Invenergy have failed to comply with the above-referenced orders of the Commission, in that contrary to the Code of Conduct, all communications with landowners from agents of Grain Belt or Invenergy have not been factually correct.

14. The Commission should find this upsetting. In its Order granting the CCN to Grain Belt, the Commission sought to provide a degree of protection to landowners by requiring that Grain Belt and Invenergy abide by the terms of the Code of Conduct and the two landowner protocols submitted by Grain Belt. (Report and Order on Remand, pp. 46, 48, 52). Already, the protections established by the Commission are being eroded.

15. There is no way to determine how many factual misrepresentations may have been made to Missouri landowners over the past year or so, other than those complained of here. But if the Complainants could be reasonably certain that all information provided to landowners in the future by the agents of Invenergy and Grain Belt would be factually correct, they would not have brought this matter to the attention of the Commission. However, given the pattern already established by the CLS agents, and the fact that the line would traverse more than 700 parcels of land in Missouri, Complainants are justifiably concerned that without additional involvement by the Commission, future negotiations with landowners will not always be based on accurate information.

16. As the Commission noted in Case No. EA-2016-0358, Grain Belt's failure to comply with the conditions imposed on the CCN would make Grain Belt subject to penalties in a subsequent complaint proceeding. (Report and Order on Remand, p. 48). While Complainants are not asking the Commission to impose such penalties at this point, they would expect to do so in any future cases where obvious misinformation is communicated to landowners by any agent of Grain Belt or Invenergy.

17. By email of June 20, 2020, counsel for the Complainants notified counsel for the Respondents that this Complaint would be forthcoming, and informed them of the general nature of the Complaint.

18. The aim here is not to somehow undo the land agent's past misrepresentations concerning Grain Belt's involvement in the transmission project. Instead, Complainants' objective is to hopefully minimize if not eliminate the amount of inaccurate information which is passed on to landowners in the future by Grain Belt's agents. Accordingly, Complainants are simply asking the Commission for the following relief: (1) that Grain Belt and Invenergy be directed to promptly remind all of their current and future agents and representatives in writing that all of their communications with Missouri landowners must be factually correct; (2) that Grain Belt and Invenergy be directed to promptly remind all of their current and future agents and representatives in writing that Grain Belt is still involved in the process of constructing the proposed transmission line and in securing easements for that line from Missouri landowners; and (3) for whatever further relief the Commission deems appropriate. Apparently, the Commission's earlier directives on this subject were not sufficient.

WHEREFORE, Complainants respectfully ask the Commission for the relief requested in the preceding paragraph.

Respectfully submitted

/s/ Paul A. Agathen  
Paul A. Agathen  
Attorney for Complainants  
Mo Bar No. 24756  
485 Oak Field Ct.  
Washington, MO 63090  
636-980-6403  
[Paa0408@aol.com](mailto:Paa0408@aol.com)

Certificate of Service

I certify that a copy of the foregoing was served this 22nd day of June, 2020 by email on counsel for respondents, Andrew O. Schulte and Anne E. Callenbach, at the following email addresses: [Aschulte@Polsinelli.com](mailto:Aschulte@Polsinelli.com) and [ACallenbach@Polsinelli.com](mailto:ACallenbach@Polsinelli.com).

/s/ Paul A. Agathen  
Paul A. Agathen