

**BEFORE THE STATE CORPORATION COMMISSION  
OF THE STATE OF KANSAS**

In the Matter of the Joint Application of )  
Invenergy Transmission LLC, Invenergy )  
Investment Company LLC, Clean Line Energy )  
Partners LLC, Grain Belt Express Clean Line ) Docket No. 19-GBEE-253-ACQ  
LLC, and Grain Belt Express Holding LLC for )  
an Order Approving the Acquisition by )  
Invenergy Transmission LLC of Grain Belt )  
Express Clean Line LLC. )

**TESTIMONY OF SHASHANK SANE**

**EXECUTIVE VICE PRESIDENT, INVENERGY LLC**

**ON BEHALF OF GRAIN BELT EXPRESS LLC**

**IN SUPPORT OF MOTION TO AMEND UNANIMOUS SETTLEMENT AGREEMENT**

**MARCH 10, 2023**

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1 **I. INTRODUCTION**

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

3 A. My name is Shashank Sane. I am the Executive Vice President of Transmission for  
4 Invenergy LLC (“Invenergy”). My business address is One South Wacker Drive, Suite  
5 1800, Chicago, IL 60606.

6 **Q. Please describe your educational and professional background.**

7 A. I received my Bachelor of Finance & International Business degree from the New York  
8 University Stern School of Business in 2003. I received my Master of Business  
9 Administration degree from the Northwestern University Kellogg School of Management  
10 in 2011.

11 I began my career in investment banking with Lehman Brothers, where I worked  
12 from 2003 to 2009. After completing my MBA at Northwestern University, I joined Oliver  
13 Wyman as a management consultant focusing on the energy industry. I joined Invenergy  
14 in 2013 and have remained there since that time. During my nine years with Invenergy I  
15 have led various functions including corporate finance, strategy, distributed energy and,  
16 since the beginning of 2021, transmission.

17 **Q. Have you previously testified before the regulatory commission of any state or the  
18 Federal Energy Regulatory Commission?**

19 A. Yes. I testified in support of Grain Belt Express LLC for a Certificate of Public  
20 Convenience and Necessity (“CPCN”) before the Illinois Commerce Commission (“ICC”) in  
21 Docket No. 22-0499. I also submitted testimony in support of Grain Belt Express LLC  
22 to amend its Certificate of Convenience and Necessity (“CCN”) before the Missouri Public  
23 Service Commission (“MPSC”) in Case No. EA-2023-0017.

24 **Q. What are your duties and responsibilities in your present position?**

1 A. Grain Belt Express LLC (“Grain Belt Express”), the Movant in this proceeding, is a limited  
2 liability company organized under the laws of the State of Indiana. Grain Belt Express is a  
3 wholly-owned subsidiary of Invenergy Transmission LLC (“Invenergy Transmission”), a  
4 Delaware limited liability company, which is a wholly-owned subsidiary of Invenergy  
5 Renewables LLC (“Invenergy Renewables”), also a Delaware limited liability company.  
6 Invenergy Transmission and its affiliate company, Invenergy, are global leaders in  
7 renewable energy and transmission development. Invenergy and its affiliates are providing  
8 project management support for Grain Belt Express, including overseeing the financing,  
9 design, engineering and construction of the Grain Belt Express transmission line project  
10 (“Project”) pursuant to agreements with Grain Belt Express.

11 In my current role as Executive Vice President of Transmission for Invenergy, I  
12 oversee the development of all of the transmission projects by Invenergy or its affiliates.  
13 In that role, I am overseeing development of the entire Project from Kansas to Indiana.

14 **Q. What is the purpose of your testimony?**

15 A. The purpose of my testimony is to support Grain Belt Express’ *Motion to Amend the*  
16 *Unanimous Settlement Agreement* (“Motion”) filed contemporaneously with this  
17 testimony.<sup>1</sup> My testimony supports Grain Belt Express’ request to amend the Financing  
18 Requirement. Amending the Financing Requirement is necessary because Grain Belt  
19 Express plans to construct the Project in two phases. Grain Belt Express plans to phase the  
20 Project because of extremely strong demand for the Project’s energy and delays in  
21 permitting and land acquisition in Illinois. The phasing of the Project and the proposed

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<sup>1</sup> Grain Belt Express’ Motion to Amend the Unanimous Settlement Agreement, Docket No. 19-GBEE-253-ACQ (Mar. 10, 2023) (19-253 Motion to Amend).

1 amendments to the Financing Requirement are in the public interest because they provide  
2 the same assurances as the existing Financing Requirement—specifically, they ensure  
3 installed transmission facilities will be used. Further, the amendments are in the public  
4 interest because they allow the benefits of the Project to accrue sooner than would  
5 otherwise occur. My testimony will also update the Commission on the Project’s progress  
6 and describe several updates to the Project’s configuration.

7 **Q. How is your testimony being organized?**

8 First, I will begin by discussing the Kansas Corporation Commission’s  
9 (“Commission”) prior determinations with respect to the Project. Second, I will set forth  
10 Grain Belt Express’ proposed amendments to the Financing Requirement, which is set forth  
11 at Paragraph 9.a. of the Unanimous Settlement Agreement (“Settlement Agreement”) filed  
12 in this Docket on May 1, 2019. Third, I will discuss how the amended Financing  
13 Requirement serves the public interest. Finally, for the benefit of the Commission’s and  
14 the public’s awareness, I will provide a general status update regarding the Project.

15 **II. THE PROJECT’S PRIOR APPROVALS BEFORE THE COMMISSION AND THE**  
16 **AMENDED FINANCING REQUIREMENT**

17 **Q. Could you briefly describe the Commission’s findings in Docket Nos. 11-GBEE-624-**  
18 **COC and 13-GBEE-803-MIS?**

19 A. In granting Grain Belt Express’ request for a CCN in Docket No. 11-GBEE-624-COC (the  
20 “11-624 Docket”), the Commission found substantial competent evidence had been  
21 provided to support the grant of a CCN for the Project contemplated by Grain Belt  
22 Express.<sup>2</sup> The Commission also found that “the need for long-distance multi-state  
23 transmission projects such as the Grain Belt Express . . . will promote the development of

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<sup>2</sup> 11-624 Order, ¶ 17.

1 wind generation facilities in Kansas, which will provide benefits to Kansas and other areas  
2 of the country.”<sup>3</sup> The Commission further found that “it is in the public interest to promote  
3 the development of wind energy resources, which is vital to economic growth in the state  
4 . . . [and] promotes both Kansas’ wind energy resources and introduces diversity in the  
5 transmission line system,”<sup>4</sup> and that “there is not another public utility that is providing this  
6 service.”<sup>5</sup>

7 Then, in approving Grain Belt Express’ siting permit in Docket No. 13-GBEE-803-  
8 MIS (the “13-803 Docket”), the Commission again found that the proposed Project  
9 provides benefits to electric customers both inside and outside of Kansas, and it provides  
10 economic development benefits in Kansas.<sup>6</sup> As noted previously, the Commission stated  
11 that, “it is physically necessary to build a transmission facility that runs between southwest  
12 Kansas to eastern Kansas if one wishes to sell wind energy from southwestern Kansas to  
13 markets east of Kansas,”<sup>7</sup> finding that, without this Project, “hundreds of millions of  
14 economic development dollars would not be spent in Kansas, and the potential for large  
15 scale wind farm development would be lost.”<sup>8</sup> The following Commission findings in the  
16 13-803 Order regarding the benefits of the Project for Kansas are still valid:

17 a. The Project will facilitate the development and export of wind resources from  
18 western Kansas to load and population centers in Missouri, Illinois, Indiana, and  
19 states farther east, without duplicating existing transmission service or facilities.<sup>9</sup>

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<sup>3</sup> 11-624 Order, ¶ 50.

<sup>4</sup> 11-624 Order, ¶ 53.

<sup>5</sup> 11-624 Order, ¶ 57.

<sup>6</sup> 13-803 Order, p. 14, ¶ 37.

<sup>7</sup> 13-803 Order, p. 13, ¶ 32.

<sup>8</sup> 13-803 Order, p. 14, ¶ 36.

<sup>9</sup> 13-803 Order, p. 8, ¶ 21; p. 10, ¶ 24; p. 21, ¶ 57.

- 1           b.     The Project will displace other, less environmentally friendly sources of energy,  
2                     and will provide economic benefits to Kansas in the form of landowner contracts,  
3                     more jobs from the construction of the line and increased employment in wind-  
4                     related industries in Kansas, increased production of wind turbine components and  
5                     additional tax revenue for local and State governments.<sup>10</sup>
- 6           c.     The proposed line will expand renewable generation resources and transmission  
7                     infrastructure in Kansas using HVDC technology, which allows for better control  
8                     and transfer of significantly more power with less power loss over long distances,  
9                     and utilizes narrower rights of way, shorter structures, and fewer conductors.<sup>11</sup>
- 10          d.     The Project will benefit wholesale competition in the electricity market.<sup>12</sup>
- 11          e.     The Project promotes current and past policy initiatives in Kansas which support  
12                     wind development and construction of transmission.<sup>13</sup>

13   **Q.     Could you briefly summarize this Docket’s history?**

14   A.     The Motion, filed simultaneously herewith, provides an accurate account of the prior  
15             pleadings, orders, and procedures in this docket which led to the development and approval  
16             of the Settlement Agreement.<sup>14</sup> The relevant docket history that concerns my testimony is  
17             the Settlement Agreement reached by Staff of the Commission (“Staff”), Grain Belt  
18             Express Clean Line LLC (prior name of Grain Belt Express), and Invenergy Transmission  
19             LLC.<sup>15</sup> The Commission concluded that the Settlement Agreement satisfied all applicable

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<sup>10</sup> 13-803 Order, pp.9-10, ¶¶ 22, 23; p. 13, ¶ 33.

<sup>11</sup> 13-803 Order, pp. 8-9, ¶22.

<sup>12</sup> 13-803 Order, p. 10, ¶ 24; p. 13, ¶¶ 34, 35.

<sup>13</sup> 13-803 Order, pp. 11-12, ¶ 28.

<sup>14</sup> 19-253 Motion to Amend, p. 1–3.

<sup>15</sup> *See generally* Unanimous Settlement Agreement, Docket No. 19-GBEE-253-ACQ (May 11, 2019).

1 Merger Standards and Settlement Standards, and therefore, granted Grain Belt Express  
2 authority to construct the Project.<sup>16</sup>

3 **Q. Did the Commission find the Settlement Agreement to be in the public interest?**

4 A. Yes. The Commission found that the acquisition, as conditioned by the Settlement  
5 Agreement, is in the public interest reasoning:

6 The Unanimous Settlement Agreement is in the public interest because  
7 Invenergy’s acquisition of GBE increases the likelihood that the GBE Project  
8 will be constructed, and the Commission has previously found that the GBE  
9 Project is in the public interest. Invenergy’s acquisition of GBE does not  
10 significantly alter the GBE Project, and therefore, the benefits identified in the  
11 Commission’s prior orders have not significantly changed. These benefits  
12 include the merchant model cost-recovery plan, billions of dollars of economic  
13 development in Kansas, and the development of environmentally friendly  
14 sources of energy.<sup>17</sup>

15 **Q. The purpose of your testimony is to support an amendment to the Settlement  
16 Agreement, correct?**

17 A. Yes.

18 **Q. Do you propose specific amendments to the Financing Requirement?**

19 A. Yes. We are requesting that the Commission approve an amendment to Paragraph 9.a.i–  
20 iv of the Financing Requirement to state:

21 a. GBE will not install transmission facilities on easement property in Kansas  
22 until it has obtained commitments for funds in an amount equal to or greater  
23 than the total cost to build the entirety of ~~this multi-state transmission~~  
24 ~~project~~ Phase I of the Project (“Financing Requirement”). For purposes of  
25 this condition, “Phase I” is defined as the portion of the Project consisting  
26 of a converter station and associated facilities in Ford County, Kansas, the  
27 HVDC transmission line between such Kansas converter station and a  
28 converter station in Missouri, and AC facilities connecting such Missouri  
29 converter station to one or more points of delivery in Missouri. To allow  
30 the Commission to verify compliance with this condition, GBE shall file the

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<sup>16</sup> Order Approving Unanimous Settlement Agreement, Docket No. 19-GBEE-253-ACQ, p. 11–13 (June 18, 2019) (19-253 Order).

<sup>17</sup> 19-253 Order, p. 12–13, ¶ 27.

1 following documents with the Commission at such a time as GBE is  
2 prepared to begin to construct electric transmission facilities in Kansas:

- 3  
4 i. On a confidential basis, equity and loan and/or other debt financing  
5 agreements and commitments entered into or obtained by GBE or  
6 its parent company for the purpose of funding Phase I GBE's multi-  
7 state transmission project that, in the aggregate, provide  
8 commitments for the total project Phase I cost.  
9
- 10 ii. An attestation by an officer of GBE that GBE has not, prior to the  
11 date of the attestation, installed transmission facilities on Phase I  
12 easement property; or a notification that such installation is  
13 scheduled to begin on a specified date.  
14
- 15 iii. A statement of the total multi-state transmission project Phase I cost,  
16 broken out by the categories of engineering, manufacturing and  
17 installation of converter stations; transmission line engineering;  
18 transmission towers; conductor; construction labor necessary to  
19 complete the project Phase I; right-of-way acquisition costs; and  
20 other costs necessary to complete the project Phase I, and certified  
21 by an officer of GBE.  
22
- 23 iv. A reconciliation statement certified by an officer of GBE showing  
24 that (1) the agreements and commitments for funds provided in  
25 subsection (i), above, are equal to or greater than the total project  
26 Phase I cost provided in subsection (iii), above; and (2) the  
27 contracted transmission service revenue is sufficient to service the  
28 debt financing of the project Phase I (taking into account any  
29 planned refinancing of debt).  
30

31 Deletions are in red and struck through. Additions are underlined and in red for visibility.

32 For the purposes of my testimony, I will refer to the above amendments as the “Amended  
33 Financing Requirement.” A clean version of the Amended Financing Requirement is set  
34 forth in the Motion.<sup>18</sup>

35 **Q. What is Phase I of the Project as referenced in the Amended Financing Requirement?**

36 A. Phase I of the Project will consist of a converter station and associated facilities in Ford  
37 County, Kansas, the HVDC transmission line between such Kansas converter station and

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<sup>18</sup> Motion to Amend, p. 5–6.

1 a converter station in Missouri, and AC facilities connecting such Missouri converter  
2 station to one or more points of delivery in Missouri. More specifically, the converter  
3 station in Kansas will interconnect to ITC’s Saddle 345 kV substation, which will break  
4 the 345 kV double circuit line between the Clark County substation and the  
5 Spearville/Ironwood substations in Ford County in southwestern Kansas, near Dodge City.  
6 From the converter station near Dodge City, Kansas, the HVDC transmission line will  
7 traverse approximately 375 miles to the Kansas-Missouri border. The HVDC transmission  
8 line will cross the Missouri River south of St. Joseph and enter Missouri. From there, the  
9 HVDC transmission line will traverse approximately 156 miles to a converter station in  
10 Monroe County, Missouri.

11 The converter station in Missouri is proposed to be interconnected with the MISO  
12 system along the Ameren 345 kV AC transmission line connecting the McCredie  
13 substation and the Montgomery substation, near the McCredie 345kV substation. The  
14 proposed connection will be made via a single 345 kV circuit from the converter station to  
15 a tap point along the Ameren 345 kV transmission line. The proposed converter station  
16 will also interconnect with the Associated Electric Cooperative, Inc. (“AECI”) system at  
17 the McCredie 345 kV substation. The proposed connections will be made via an  
18 approximately 40-mile 345 kV double circuit from the converter station in Monroe County  
19 to the two points of interconnection (“POIs”) at and near AECI’s McCredie 345 kV  
20 substation. This 345 kV AC transmission line is referred to as the “Tiger Connector.”

1 Grain Belt Express is currently seeking approval of the Tiger Connector before the  
2 MPSC.<sup>19</sup>

3 **Q. Are there any other phases of the Project? If so, please describe them.**

4 A. Yes. Phase II is the only other phase of the Project. Phase II of the Project will begin at  
5 the Monroe County, Missouri converter station and then traverse an additional  
6 approximately 58 miles in Missouri to the Illinois border. The Project will then cross the  
7 Mississippi River and enter Illinois.

8 The Proposed Route in Illinois will continue approximately 207 miles through  
9 Illinois to the Indiana border. The 207-mile Proposed Route in Illinois consists primarily  
10 of an HVDC transmission line and includes approximately three to eight miles of an AC  
11 transmission line. The AC line will run from a converter station proposed in Clark County,  
12 Illinois—where current will be converted between DC and AC—to the Indiana border. The  
13 Project will then traverse approximately two miles in Indiana to terminate at AEP's  
14 Sullivan 345 kV substation in southwestern Indiana. This final POI, which is  
15 approximately two miles into Indiana, will provide direct access to the 765 kV network in  
16 PJM via two 345/765 kV transformers in the AEP 765 kV Sullivan substation.

17 **Q. When will full-scale construction of the Project begin?**

18 A. Subject to continuing land acquisition and financing, Grain Belt Express is targeting  
19 beginning construction of Phase I of the Project near the end of 2024, which is the earliest  
20 possible start of construction. Grain Belt Express is targeting to begin construction on  
21 Phase II of the Project 18 months to two years after Phase I.

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<sup>19</sup> Grain Belt Express Application to Amend Existing Certificate of Public Convenience and Necessity, Docket No. EA-2023-0017, p. 1 (Aug. 24, 2022).

1 **Q. Please provide additional details on the construction timeline for Phase I.**

2 A. Grain Belt Express is currently advancing Phase I detailed engineering along with other  
3 pre-construction activities which include but are not limited to right-of-way acquisition,  
4 environmental permitting, utility crossing agreements, and road use agreements. Detailed  
5 structural design and full-scale tower testing is currently ongoing and is anticipated to be  
6 completed by mid-year 2023. Grain Belt Express will begin tower procurement activities  
7 upon completion of the tower testing. Initial material sourcing activities for the conductor,  
8 line hardware, and insulator assemblies have begun. Limited geotechnical investigations  
9 have been performed with additional investigations anticipated to further inform design  
10 and construction of tower foundations. Structure locations and access to structures has  
11 been developed at a desktop level. Engineering and construction teams began micro-siting  
12 structure locations during the fourth quarter of 2022. Objectively the micro-siting of  
13 structures and access will further minimize impacts to landowners, land resources, and the  
14 environment. Material procurement and micro-siting activities will continue throughout  
15 2023 and shall be advanced such to allow for the targeted construction start previously  
16 stated.

17 With respect to vendor agreements, in December 2022, Grain Belt Express entered  
18 into a supplier agreement with Siemens Energy (“Siemens”), in which Siemens will  
19 support the final integrated design on the HVDC converter stations located in Ford County,  
20 Kansas and Monroe County, Missouri. Detailed engineering for the converter stations will  
21 begin in 2023 following the initial engineering studies to be performed by the converter  
22 station vendor. The procurement of the converter station main components is currently  
23 anticipated to begin in 2024.

1           Additionally, Grain Belt Express has entered into a Memorandum of Understanding  
2 with Hubbell Power Systems to supply conductor hardware and insulators. While Grain  
3 Belt Express is still in the process of finalizing selection of all vendors and suppliers, the  
4 selection of the aforementioned contractors and other contractors selected for the Phase I  
5 portion of the Project will guide selection of contractors for the Illinois portion.

6 **Q. What are the benefits to building the Project in two phases?**

7 Constructing the Project in two phases is in the public interest of Kansas because it will  
8 allow the benefits of Phase I to accrue much earlier than would otherwise be possible. The  
9 regulatory approval process in Illinois had been subject to extensive delays because of now-  
10 resolved appeals of the ICC’s 2015 decision to grant a CPCN to Grain Belt Express Clean  
11 Line LLC in ICC Docket 15-0277. As a result, in July 2022, Grain Belt Express filed a  
12 new application for a CPCN in Docket No. 22-0499. On March 8, 2023, in that docket,  
13 the ICC issued Grain Belt Express a certificate to construct the Illinois portion of the  
14 project.

15           With that certificate Grain Belt Express can now begin land acquisition in Illinois.  
16 Given that land acquisition in Kansas and Missouri has taken approximately 2.5 years (and  
17 is still subject to ongoing negotiations), it is reasonable to project a similar timeline for  
18 Illinois land acquisition efforts. Therefore, phasing the Project will allow Kansas and  
19 Missouri to realize the benefits of the Project sooner, without being dependent on land  
20 acquisition efforts in Illinois. This includes the majority of the economic, reliability and  
21 public interest benefits discussed in the Certificate Docket, the Line Siting Docket, and this  
22 Docket.<sup>20</sup>

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<sup>20</sup> See *infra* pp. 3–5.

1 **Q. How does phasing the Project affect the financing of the Project?**

2 A. It only affects the financing of the Project in that Phase I and Phase II of the Project will  
3 now be financed separately.

4 **Q. How will the financing of each Phase work?**

5 A. Grain Belt Express will use project financing as previously approved in this Docket.<sup>21</sup> As  
6 a reminder, after advancing development and permitting activities to a status at which  
7 developers of wind and solar generation facilities and other potential customers of the  
8 transmission line are willing to enter into commercial agreements for an undivided interest  
9 (purchase or lease) or long-term contracts for transmission capacity on the Project, Grain  
10 Belt Express will enter such contracts with interested parties that satisfy necessary  
11 creditworthiness requirements. Grain Belt Express will then raise debt capital using the  
12 aforementioned contracts as security for the debt. Grain Belt Express may also raise  
13 additional equity capital.

14 In the context of phasing, Grain Belt Express will be project financing each Phase  
15 separately. As each Phase of the Project approaches the beginning of construction, Grain  
16 Belt Express will enter Phase-specific financing arrangements with investors and lenders  
17 to secure the capital needed to complete development and construction of each Phase of  
18 the Project and place it into operation.

19 In addition to obtaining state regulatory approvals, Grain Belt Express will need to  
20 enter contracts for a portion of the transmission capacity on each Phase prior to obtaining  
21 full financial commitments for the Project. The exact percentage of capacity that needs to  
22 be under contract prior to obtaining full financing commitments for each Phase will depend

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<sup>21</sup> See 19-253 Order, p. 4, ¶ 12.

1 on the price, counterparty creditworthiness and terms in years of the signed transmission  
2 contracts.

3 **III. THE AMENDED FINANCING REQUIREMENT IS IN THE PUBLIC INTEREST**

4 **Q. Why does the Commission need to take action in this docket?**

5 A. The first sentence of the current Financing Requirement states:

6 GBE will not install transmission facilities on easement property in Kansas  
7 until it has obtained commitments for funds in an amount equal to or greater  
8 than the total cost to build the entirety of this multi-state transmission project  
9 (“Financing Requirement”).

10 In other words, the existing Financing Requirement places a requirement for *full* financing  
11 of the *entire* Project before installing transmission facilities on easement property. Given  
12 the expected timeline for land acquisition in Illinois and the phasing of the Project, as  
13 described above, the benefits of the Project will be unnecessarily delayed if the Financing  
14 Requirement is not modified.

15 **Q. What is the purpose of the existing Financing Requirement?**

16 A. The Financing Requirement set forth in Paragraph 9.a. of the Settlement Agreement  
17 resulted from negotiations between Staff, Grain Belt Express Clean Line, and Invenergy  
18 Transmission, and is intended to ensure that Grain Belt Express confirms its financial  
19 ability to construct and operate a useful project before any transmission facilities are  
20 installed on easement property in Kansas.<sup>22</sup>

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<sup>22</sup> Direct Testimony of Justin T. Grady In Support of the Unanimous Settlement Agreement on behalf of Commission Staff, 19-GBEE-253-ACQ, at 12 (May 1, 2019) (Paragraph 9.a.i–iv “addresses Staff’s concerns because it will require GBE to prove that it has the financial ability to complete the project (including evidence of contracted transmission service revenues sufficient to cover any debt financing of the project) before it begins any construction activities. Staff views this condition positively because it addresses a largely theoretical concern about the ability of a special purpose entity to finance future activities without the financial resources of its parent and addresses that concern with a concrete requirement to prove that GBE can finance the project before it begins construction.”).

1 **Q. How does the Amended Financing Requirement serve that same purpose?**

2 A. The Amended Financing Requirement continues to require Grain Belt Express to prove its  
3 financial ability before installing transmission facilities on easement property in Kansas,  
4 except that it need only acquire full financing for Phase I of the Project. All of the  
5 safeguards—and the purposes for those safeguards—contained in Paragraph 9.a.i–iv  
6 continue to exist, except, again, they apply to Phase I.

7 **Q. What are the advantages of the Amended Financing Requirement?**

8 A. The Amended Financing Requirement ensures that installed Phase I transmission facilities  
9 are used and allows the benefits of the Project to accrue sooner than would otherwise occur.

10 **Q. How does the Amended Financing Agreement ensure Phase I is completed?**

11 A. Phase I being independently economically viable ensures that Phase I will be completed.  
12 Phase I is independently economically viable because, upon completion, it will be  
13 operational and capable of delivering power into Missouri. As described above, Phase I  
14 will be capable of delivering power into Missouri via its interconnections with the MISO  
15 system along the Ameren 345 kV AC transmission line connecting the McCredie  
16 substation and the Montgomery substation and with the AECI system at the McCredie 345  
17 kV substation

18 Not only do these circumstances ensure that Phase I will be completed, they also  
19 ensure that Phase I by itself will allow large amounts of renewable energy to be built in  
20 southwest Kansas and to access the MISO markets and AECI system and compete to serve  
21 customer load without impacting Kansas ratepayers.

22 **Q. Why is it in the public interest for the Commission to issue an order in this docket to**  
23 **amend the Financing Requirement?**

1 A. Again, the purpose of the Financing Requirement is to ensure installed Phase I facilities  
2 are used. The requested modification ensures that continues to be the case, but also permits  
3 benefits of the Project to accrue sooner than would otherwise occur. As well, the Amended  
4 Financing Requirement will protect Grain Belt Express' investors and customers, Kansas  
5 ratepayers and the landowners whose properties will be crossed by the transmission line.

6 **Q. How will the Amended Financing Requirement protect landowners?**

7 A. The Amended Financing Requirement will prevent any possibility that Grain Belt Express  
8 begins construction of the Project and installs structures on easements but later abandons  
9 them because of insufficient funds to complete the Project. However, in addition to the  
10 protection provided by the Amended Financing Requirement, this scenario is extremely  
11 unlikely because private investors are themselves highly motivated to prevent any  
12 possibility of an incomplete project. A typical condition on closing of any amount of  
13 project financing is that the sponsor (in this case, Inverenergy Transmission) has obtained  
14 sufficient financing to complete the Project and that the lenders and their advisors have  
15 verified achievement of this condition. Thus, the proposed requirement formalizes a  
16 requirement which already exists in the practice of the capital markets.

17 **Q. How does the Amended Financing Requirement protect Grain Belt Express'**  
18 **customers?**

19 A. Grain Belt Express' customers can be assured that once the Project begins construction,  
20 there is sufficient financing in place to complete it. Customers can make their own  
21 financial commitments to build wind and solar (and other renewable energy) generation  
22 projects with the confidence that Grain Belt Express will be able to complete the Project  
23 as planned.

1 **Q. How does the Amended Financing Requirement protect Grain Belt Express’ investors**  
2 **and lenders?**

3 A. The proposed requirement protects the investors and lenders against the risk that Grain Belt  
4 Express would begin construction of the Project but be unable to complete it due to inability  
5 to raise sufficient additional capital to complete construction. The financing requirement  
6 will ensure that Grain Belt Express has raised sufficient capital to complete construction  
7 of the Project before starting construction—although, as I noted earlier, investors and  
8 lenders typically create such assurance through their own due diligence and by including  
9 conditions in their financing commitments.

10 **Q. What impact does the Amended Financing Requirement have on the Commission’s**  
11 **reasoning in the 19-253 Order that the Settlement Agreement is in the public interest?**

12 A. It does not have an impact. Again, the Commission reasoned:

13 The Unanimous Settlement Agreement is in the public interest because  
14 Invenergy’s acquisition of GBE increases the likelihood that the GBE Project  
15 will be constructed, and the Commission has previously found that the GBE  
16 Project is in the public interest. Invenergy’s acquisition of GBE does not  
17 significantly alter the GBE Project, and therefore, the benefits identified in the  
18 Commission’s prior orders have not significantly changed. These benefits  
19 include the merchant model cost-recovery plan, billions of dollars of economic  
20 development in Kansas, and the development of environmentally friendly  
21 sources of energy.<sup>23</sup>

22 All of these benefits remain true today. The Project continues to be benefitted by  
23 Invenergy’s acquisition, the merchant model cost-recovery plan, the creation of billions of  
24 dollars of economic development in Kansas, and the development of environmentally  
25 friendly sources of energy. The Amended Financing Requirement simply allows the  
26 benefits to accrue sooner than they would otherwise occur.

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<sup>23</sup> 19-253 Order, p. 12–13, ¶ 27.

1 **IV. PROJECT UPDATES**

2 **Q. Is there anything else you would like to discuss?**

3 A. Yes. For the benefit of the Commission’s and the public’s awareness, I would like to  
4 provide a general status update regarding the Project.

5 **Q. What updates do you have for the Project?**

6 A. As Grain Belt Express has developed the Project, there has been increased demand in the  
7 MISO and PJM markets for electricity supplied by renewable resources—and more  
8 specifically wind and solar generation. To meet that demand, Grain Belt Express has  
9 updated the Project design—primarily in Missouri—in the following ways:

- 10 • Increasing the Missouri converter station size (from 500 to 2500 MW) and  
11 modifying its location (from Ralls to Monroe County).
- 12 • Moving the AC tie line from Ralls County to Monroe, Audrain and  
13 Callaway Counties. The AC tie line will be approximately 40 miles,  
14 traversing south from the converter station in Monroe county, through  
15 Audrain County, and terminating in Callaway County at points of  
16 interconnection (“POIs”) at and near the McCredie Substation (the “Tiger  
17 Connector”).

18 Other improvements and updates to the Project include:

- 19 • Increasing the overall capacity of the transmission line from 4,000 MW to  
20 5,000 MW and improvements to the technology used for the converter,  
21 conductor, and HVDC structures.
- 22 • The use of voltage sourced converter (“VSC”) technology instead of line-  
23 commuted converters (“LCC”), which allows for current to flow in any  
24 direction by controlling the voltage of the converter.

- 1 • The total expected length of the HVDC transmission line has increased  
2 slightly because of more accurate survey results and Grain Belt Express  
3 working with landowners during the micro-siting process to minimize  
4 landowner impact. The total length of the HVDC line is now approximately  
5 800 miles total, compared to the approximately 780 miles total as the line  
6 was previously described in this Docket.

7 The improvements do not change the right-of-way, route of the Project, types of poles,  
8 average pole spacing, or other concerns previously considered in the 11-624 Docket and  
9 13-803 Docket. With respect to the increased length of the Project, the additional line  
10 mileage in Kansas is negligible. The negligible line mileage increase in Kansas is the result  
11 of landowner negotiations and design constraints, which are all within the approved route  
12 corridor.

13 From my perspective, the updates are improvements in the design, technology, and  
14 engineering of the Project, which are typical as a project progresses from the permitting  
15 phase to construction phase and is a beneficial process for any transmission project.

16 **Q. Does this conclude your testimony?**

17 A. Yes.

**VERIFICATION**

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF COOK        )

I, Shashank Sane, being duly sworn, on oath state that I am the Executive Vice President, Transmission for Invenergy LLC, that I have read the foregoing testimony and know the contents thereof, and that the facts set forth therein are true and correct to the best of my knowledge and belief.

By:   
Shashank Sane

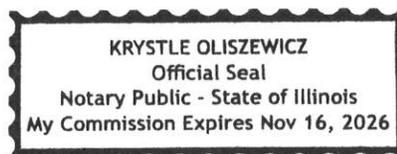
The foregoing pleading was subscribed and sworn to before me this March 10, 2023.



Notary Public

My Commission Expires:

Nov. 16 2026



## CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was served upon the parties listed on the official service list by email, this 10th day of March, 2023.

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*/s/ Andrew O. Schulte* \_\_\_\_\_  
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