

Testimony for Formal hearing

From:

Richard Hastings

41415 101 ST

Britton SD 57430

RECEIVED

OCT 3 11 2007

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Richard Hastings

EXHIBIT
Hastings
1
12-5-07

To the PUC members

My name is Richard Hastings my address is 41415 101st Britton south Dakota. I am not ~~involved~~ for this project. The land that this pipeline crosses is the east half of section 10-128-59. The other farm land that I rent is within one half mile of the proposed pipeline. My biggest concern is the event of a leak or spill. If a large area is contaminated from a spill in my area it will have an enormous affect on the crop growing part of my farm. It will also have an affect on the cattle part also because this is where a good part of where my winter feed comes from.

The land that the pipeline crosses is considered highly erodable by the soil conservation and Farm service agency. It is a light sandy soil which allows liquids and other things to easily run through it. It also has high water table in many areas. If this soil is contaminated to the point that not much will grow in this highly erodable soil how will I stay in compliance with the soil conservation and Farm service agency.

If I lose compliance I may lose any of a number of programs offered.

They say the land will get back to full productivity after 3 year. I don't believe that. I think you will see it for a very long time especially when it is dry.

If the average yield goes down because of the pipeline area then my Crop Insurance premium will go up because it shows I'm more of a risk. A lot of Farm Service Agency programs are based on production and a loss in production means less in benefits and less grain sales.

If there are damages due to leaks from what I have been able to find out is that monetary damages will be awarded. Hopefully enough to pipe water in if the aquifer is not contaminated. As far as soil contamination I would hope the monetary damages would not be for what the land is worth because we do not wish to sell. If the payment was for the value of the land it would be like having a forced sale.

Another concern is abandoning in place. From what I have found out is that sometimes when an easement is abandoned the land goes back to the adjoining land owner. Does that mean the land owner now owns the pipe

and is responsible for any left over product? When it rusts away we are responsible for filling in the void?

As far as the easement contract I tried to have some changes made. I have never asked for more compensation just wording changes and additions.

A couple changes were made but as far as what would happen or what I wanted to happen in case of a leak or spill could not or would not be written into the contract. I wanted it added in case of a leak or spill that I had at my hand a written document to refer to. They say they will take out of the easement the part that says more than one pipeline. That is very easy to say. If they want to put in another one along side someday all they have to do is go through the same process again or eminent domain. With a 50 foot easement that leaves a lot of room for more pipelines.

The people's rights need to be protected and the easement should read however the individual wants it to read being wording or amount of payment. Remember TransCanada came to us we didn't go to them.

attachments

Wording I wanted in easement and didn't get

ESA maps showing highly erodible land
and high water table

Attachment

Changes requested by

Richard E. Eby

for easement

It has been brought to my attention that this Easement Contract is negotiable.

These changes and additions are requested.

1. I wish the Easement Contract to read as that only one pipeline will be placed in the easement area TransCanada Keystone Pipeline LP or any future owners.

2. I wish the Easement contract to read that the pipeline can not be abandoned in place by TransCanada Keystone Pipeline LP or any future owners.

3. I wish the Easement Contract to read that nothing will be constructed or placed above ground at any time by TransCanada Keystone Pipeline LP or any future owners.

4. I wish the Easement Contract to read that the ground elevation will be maintained by TransCanada Keystone Pipeline LP or any future owners and that the pipeline will be four feet below the surface of the ground. Any crop damage will be paid for reentry ~~for~~ any type of work by TransCanada Keystone Pipeline LP or any future owners

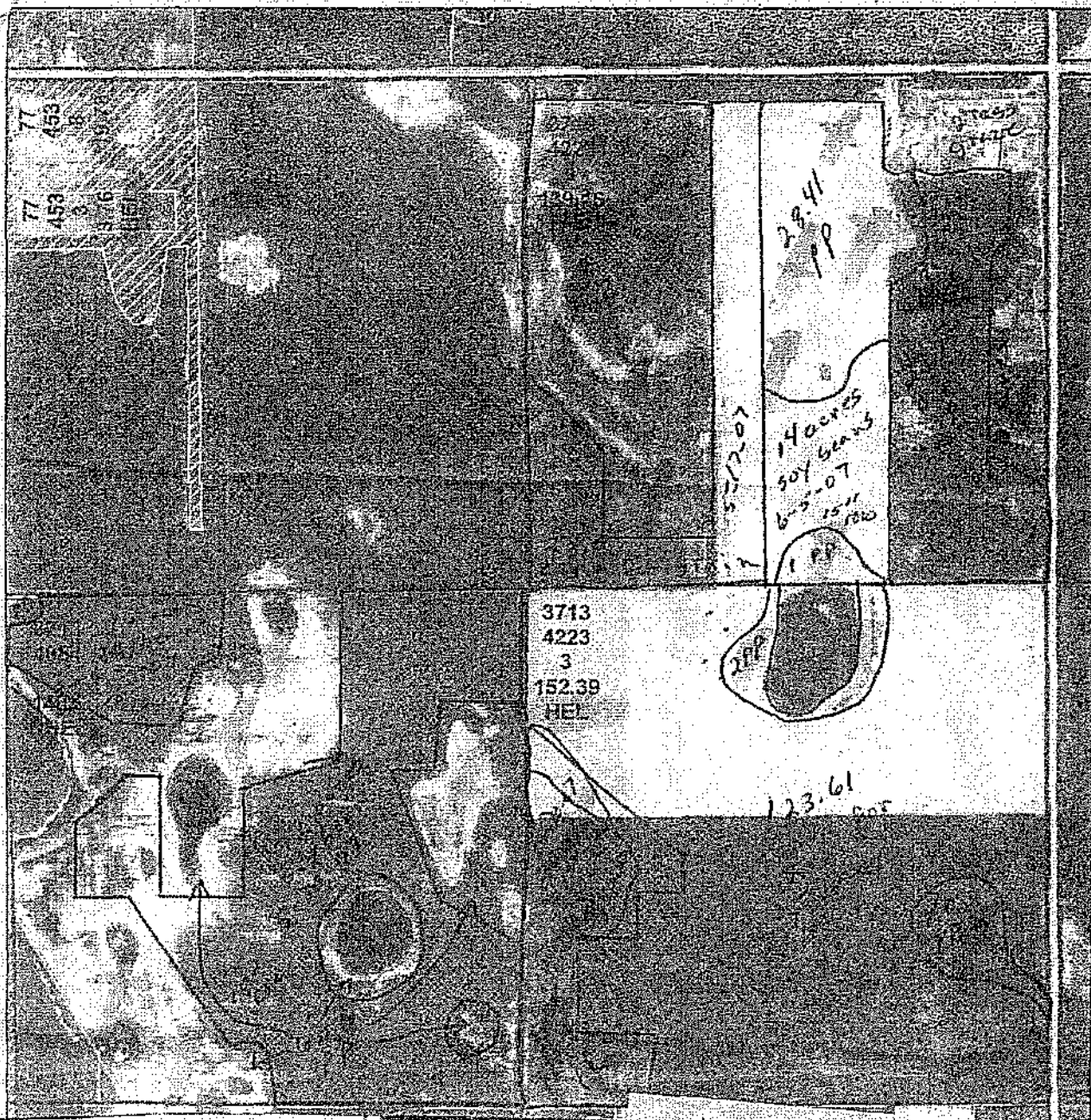
5. I wish the Easement Contract to read that if the easement area is changed as to paragraph 11 of original contract the change would have to be OK'd by me and additional compensation paid if land area has changed.

6. I wish the Easement Contract to read that the pipeline's owners TransCanada Keystone Pipeline LP or any future owners are liable for every aspect of the pipeline present and future including but not limited to the following:

7. I wish the Easement Contract to read that in case of a ~~leak~~ leak, spill or other malfunction whether on my property or on other's that has an adverse effect on my water supply for human or livestock use. That a rural water system will be put into place where ever need for human and livestock use. At TransCanada Keystone Pipeline LP's or future owner's expense. Plus minimum water bill expenses.

8. I wish the Easement Contract to read that in case of a ~~leak~~ leak, spill or other malfunction whether on my property or on other's that has an adverse effect on my land to grow crops or raise livestock. TransCanada Keystone Pipeline LP or any future owners will compensate me for lost income from each acre until productive again.

21 Track in dirt



Yellow is approximate route

Blue is high water Table

Pink signifies Farm Service Agency Highly Erodable land