

BEFORE THE PUBLIC UTILITIES COMMISSION

- 
- OF THE STATE OF SOUTH DAKOTA
- 
- IN THE MATTER OF THE PETITION OF
- 
- TRANSCANADA KEYSTONE PIPELINE, LP
- 
- FOR ORDER ACCEPTING CERTIFICATION
- 
- OF PERMIT ISSUED IN DOCKET
- 
- HP09-001 TO CONSTRUCT THE
- 
- KEYSTONE XL PIPELINE
- 

John Harter  
REBUTTAL TO KSYSTONE'S POST-HEARING  
BRIEF  
HP14-001

Trans Canada has referenced John and Tammy Harter's court case ( CIV 11-62), I would like the

South Dakota Public Utilities Commission to take Judicial Notice of this. This is the proof that

Trans Canada used eminent domain threat as a tool to coerce and bully John and Tammy Harter into a settlement position. The Harter's said no to the Keystone XL easement several times and were threaten with Trans Canada taking us to court, receiving less dollar value for the easement if we did not sign and Trans Canada even went as far as to threaten the removal of the group easement of which we were a part of. Trans Canada did this and withdrew the easement from the Harter's and threatened them with court action. ( CIV 11-62 )

When John Harter asked to be paid for every day his property was being used, Tim Irons of TX told him that Trans Canada did not do business that way. Trans Canada could say NO but the Harter's could not.

John and Tammy Harter were coerced into this Under Duress from Trans Canada and their threats and actions. According to the South Dakota State Constitution this should have never happened. Our state and Federal Rights have been violated. ( XVII , Section 4 )

In a rape case that I was a juror on, NO meant NO and the person was convicted of rape because of this. With a manipulation of law some where in this process, NO does not mean NO.

Trans Canada has presented an order signed by the court on CIV 11-62. The settlement agreement mentioned by Trans Canada was voided by John Harter due to a breach of contract by Trans Canada before the court order. The facts of this are contained in the court records. Within this settlement agreement from Trans Canada, Trans Canada wrote in details that were not even discussed during negotiations.

Preceding the final draft of the settlement agreement there was the draft of the agreement. This agreement does not contain Tammy Harter's signature and therefore is invalid to be enforced. Trans Canada did not present this fact to the court when they had a hearing without the Harter's being able to be present and without knowledge of a court date.

John Harter also requested to be able to face Trans Canada face to face for court arguments and was not given this opportunity. This was another violation of my Right's.

I would also like to be on record that Trans Canada had myself , John Harter removed from being able to present evidence because I did not answer Trans Canada's question's correctly, that had no reference to any permit condition.

This was a violation of my right as an intervenor. Trans Canada was allowed to violate the rules several times with no recourse against them.

Condition 35. Trans Canada showed no evidence of how Trans Canada would fulfill this condition and no plan of action to do so. The condition say's all of southern Tripp County, Not just John and Tammy Harter's property. Trans Canada did not prove that they took the proper steps to protect the City of Colome's water resource. As evidence was presented by PUC staff witness and DRA's water resource witness, Colome's water resource is very much in danger and that endangers the public.

Trans Canada is in violation of treaty law's. Trans Canada had at least two opportunity's on my property to start a consultation and did nothing.

Within Trans Canada's proposed findings # 52. Condition 49. Trans Canada has used the threat of eminent domain to scare and coerce people into easement settlements. There has been no true fair and good faith negotiations in several states, SD being one of them. Therefore because what has happen is a violation of our SD state constitution ( XVII, Section 4 ).

Trans Canada say's they will hold harmless, then why does the Protect South Dakota Resource easement contain a request that property owners carry additional insurance? Why is there an Act of God clause?

Trans Canada has proven that they are not a good business partner and South Dakota does not need to risk our Ag and tourism on a company that operates in bad faith. Trans Canada's witnesses gave conflicting answer's to the same question's, So how do you know what is the truth.

Trans Canada had the burden of proof and failed to show how they would and are fulfilling ALL of the permit conditions.

John Harter