

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE PETITION OF)	
TRANSCANADA KEYSTONE PIPELINE,)	Docket 14-001
LP FOR ORDER ACCEPTING)	
CERTIFICATION OF PERMIT ISSUED IN)	TESTIMONY OF SUE SIBSON ON
DOCKET HP09-001 TO CONSTRUCT THE)	BEHALF OF DAKOTA RURAL
KEYSTONE XL PIPELINE)	ACTION
)	
)	

Statement for the South Dakota Public Utilities Commission

My name is Sue Sibson. My address is 23782 426th Avenue, Howard, South Dakota 57349.

This testimony is submitted regarding Amended Conditions: 13, 15, 16, 26, and 27 of the Amended Final Decision and Order in HP 09-001.

My husband, Mike Sibson, and I live in Miner County, Roswell Township, and we are lifelong South Dakota residents. My husband’s parents purchased the farm where we live in 1972 and we currently raise grain and background feeder cattle. We also allow a lot of wildlife to live on our property.

We opposed TransCanada Corporation’s original Keystone-I pipeline, which ultimately crossed our land, including crossing native grassland, farm ground, a wetland area, and a waterway. We were concerned about the effect that the pipeline would have on our land. Those fears have been born out, as TransCanada has not lived up to its promises and the conditions it was required to uphold with respect to reclamation of our land.

Effect of the Pipeline on our Land

In 2009 TransCanada continued construction, digging the trench for the pipeline on our land, even though we had over an inch of rain. Condition #34 that TransCanada was supposed to follow was that “Construction must be suspended when weather conditions are such that construction will cause irreparable damage, unless adequate protection measures approved by the Commission are taken.” As of 2015, our land has been irreparably damaged by TransCanada’s failure to follow the Commission’s conditions.

Additionally, TransCanada failed to comply with the applicable construction mitigation and reclamation plan as to reclamation and re-vegetation. The objectives of the plan were to return the disturbed areas to approximately pre-construction use and capability. TransCanada failed to live up to this commitment and requirement.

For example, TransCanada planted the wrong native grass seed. TransCanada planted thickspike wheatgrass which is not native to our land, and which has resulted in a nightmare for us.

In 2011, after raising questions, TransCanada engaged in reseeding by replanting the thickspike wheat grass again, and they failed to provide us with grass seed tags. This failure on the part of TransCanada revealed itself in 2012, when the thickspike wheat grass was very thick on the areas seeded by TransCanada. Cattle will not eat it, and this grass has also proved to be very hard to get rid of. In 2014 TransCanada's reclamation crew again entered our land and even sprayed the grass with roundup, with little success. Our cattle haven't grazed the easement area TransCanada took from us since 2009.

TransCanada has made many half-hearted attempts to reclaim the land. The condition of the native grass reseeding shows it. TransCanada has failed to follow the conditions set by the Commission.

TransCanada Failed to Comply with other Conditions

Condition #18 established by the Commission was that rock exaction from the trench could be used to backfill the trench only to the top of the existing bedrock profile. All other rocks were to be considered construction debris. TransCanada failed to follow the signed construction agreement when their contractor buried rocks back into the easement area. In 2011, when another TransCanada contractor came on site to yet again engage in reclamation work, approximately 75 tons of rock were hauled away.

Even after pressing TransCanada, construction debris remained on our property. After TransCanada's cleanup crew went through twice, we wound up having to clean the easement area ourselves. We found a lot of debris, and felt that the clean-up crew didn't do their job. We ultimately sent TransCanada a damage bill for the rock and debris they left. We wouldn't have been placed in that position had TransCanada lived up to its obligations.

Finally, Condition #41 sets forth TransCanada's obligation for reclamation and maintenance of the right-of-way, which shall continue throughout the life of the pipeline. As landowners, we have continually had to get after TransCanada to get out to our land and perform the reclamation work they were obligated to do. When TransCanada's reclamation work was not effective and was failing on our land, TransCanada actually then wanted us to take over the reclamation of our land.

We have been asked to sign off on TransCanada's attempts at reclamation of our land by land agents on at least two separate occasions. At this time, we have no intention to ever do that because TransCanada has not lived up to its obligations, nor do we trust them to fulfill the conditions imposed on them by the Commission.

I hereby affirm under penalty of perjury that the above testimony is true and correct.



SUE SIBSON

April 2, 2015

(date)