

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

**IN THE MATTER OF THE APPLICATION)
BY TRANSCANADA KEYSTONE PIPELINE,) **HP 14-001**
LP, FOR RE-CERTIFICATION OF PERMIT)
UNDER THE SOUTH DAKOTA ENERGY)
CONVERSION AND TRANSMISSION)
FACILITIES ACT, TO CONSTRUCT)
THE KEYSTONE XL PROJECT)**

**GARY F. DORR’S FINAL INTERROGATORIES AND REQUEST FOR
PRODUCTION OF DOCUMENTS TO TRANSCANADA.**

TO: TRANSCANADA, APPLICANT FOR RECERTIFICATION

YOU AND EACH OF YOU PLEASE TAKE NOTICE AND BE ADVISED:

That the Intervenor, **Gary F. Dorr**, pursuant to the South Dakota Rules of Civil Procedure, demands answer, under oath, to the following written Interrogatories and Request for Production of Documents within thirty (30) days of the service upon you of said Interrogatories and Request.

These Interrogatories and Request for Production of Documents shall be deemed to be continuing and if information is discovered by or becomes known to you or the Applicant, or to anyone acting on Applicant’s behalf after answering the same, and before the start of the Evidentiary Hearing in the matter, which should

change or add to the answers given, you are hereby directed and requested to furnish said information to the undersigned under oath, giving timely notice thereof.

DEFINITIONS:

(a) “You” or “your” means the Applicant, Applicant’s attorneys, agents, employees, representatives, consultants, advisors, and all other persons acting or purporting to act on behalf of the Applicant with regard to Trans-Canada operations.

(b) As used herein, the term “document” shall mean the original and any electronic or written copy, regardless of origin or location, of any written, typed, printed, recorded or graphic matter of any kind, however, produced including but not limited to any book, pamphlet, periodical, letter, memorandum, e-mail, telegram, report, record, study, written notice, working paper, chart, paper, index, tape, data sheet, data processing card, letters or other correspondence, summaries, tabulations, cost sheets, canceled checks, financial reports and statements, motion picture films, book-keeping and accounting records of all types, photographs, advertisements, tape recordings, micro film, or any other written, recorded, transcribed, punched, audio, video or otherwise digital taped, filmed or graphic material, however produced or reproduced, other data compilations, including computer data, and the memory units containing data, to which you have or had access.

(c) The term “identify” or “identification,” when used with reference to an individual person, shall mean to state his or her full name, present position, business affiliation, if known, address, and prior position or affiliation, if no longer connected with the Applicant or beneficiaries in interest. The terms “identify” or “identification,” when used with reference to a document, shall mean to state the date and author or signor, as the case may be, the addressee, the type of document, its present or last known location or custodian and all means of identifying it with sufficient particularity to satisfy the requirements for its inclusion in a motion for its production

pursuant to the SD Rules of Civil Procedure. If any such document was, but is no longer in your possession or subject to your control, state the disposition which was made of it and the reason for such disposition and the date thereof.

If you or your attorney object to answering any of these interrogatories or withhold any document from production under a claim of privilege or other exemption from discovery, state in detail the grounds for the nature of the objection and, for responses to requests for production, the title and nature of the document, a statement of the specific basis on which privilege is claimed.

INTERROGATORIES

1. Please identify the person or persons providing each answer to each Interrogatory or portion thereof, giving the full name, address of present residence, date of birth, business address and occupation.

INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS:

	CONDITIONS OF PERMIT	INTERROGATORIES/REQUESTS
3	Keystone shall comply with and implement the Recommendations set forth in the Final Environmental Impact Statement when issued by the United States Department of State pursuant to its Amended Department of State Notice of Intent To Prepare an Environmental Impact Statement and To Conduct Scoping Meetings and Notice of Floodplain and Wetland Involvement and To Initiate Consultation Under Section 106 of the National Historic Preservation Act for the Proposed TransCanada Keystone XL Pipeline; Notice of Intent--Rescheduled Public Scoping Meetings in South Dakota and extension of comment period (FR vol.	1. TransCanada has publicly stated through its Tribal Liaison with the United States, Calvin Harlan, that it has a process of reaching out to a tribe "as a priority." Calvin Harlan further said "First, TransCanada researches the tribal historical jurisdictions of each tribe along a proposed project. Next, meetings are set up with the tribe, providing TransCanada the opportunity to introduce themselves and explain

	<p>74, no. 54, Mar. 23, 2009). The Amended Notice and other Department of State and Project Documents are available on-line at: http://www.keystonepipeline-xl.state.gov/clientsite/keystonexl.nsf?Open.</p>	<p>their reason for meeting. Tribes are then advised of all project details, ensuring they understand that the project's goal is to have little effect on their traditional lands." This was reported in the online edition of The Vindicator at http://www.thevindicator.com/news/article_5c63b1ee-e643-11e2-ad3a-001a4bcf887a.htm.</p> <p>Provide any and all documentation that TransCanada or Keystone complied with its publicly stated policy of consultation with Tribes and met with the Rosebud Sioux Tribal Council. The Tribe has a distinct National Government represented by an elected Tribal Council.</p> <p>2. Provide any and all documentation that TransCanada or Keystone met with Rosebud Sioux tribal communities other than the Rosebud Sioux Tribal Council.</p> <p>3. Provide any all documentation of any benefit or gift that was offered to Rosebud Sioux tribal communities as part of meetings with TransCanada or Keystone.</p>
<p>16</p>	<p>Keystone shall provide each landowner with an explanation regarding trenching and topsoil and subsoil/rock removal, segregation and restoration method options for his/her property consistent with the applicable Con/Rec Unit and shall follow the landowner's selected preference as documented on its written construction agreement with the landowner, as modified by any subsequent amendments, or by other written agreement(s). a) Keystone shall</p>	<p>4. Provide proof of TransCanada's or Keystone's compliance with the United States Easement Agreements held in South Dakota County Records' Offices between the United States and South Dakota Landowners whose land the Oglala Sioux Rural Water Supply System crosses, whereby permission must be granted by the United States to</p>

<p>separate and segregate topsoil from subsoil in agricultural areas, including grasslands and shelter belts, as provided in the CMR Plan and the applicable Con/Rec Unit. b) Keystone shall repair any damage to property that results from construction activities. c) Keystone shall restore all areas disturbed by construction to their preconstruction condition, including their original preconstruction topsoil, vegetation, elevation, and contour, or as close thereto as is feasible, except as is otherwise agreed to by the landowner. d) Except where practicably infeasible, final grading and topsoil replacement and installation of permanent erosion control structures shall be completed in non-residential areas within 20 days after backfilling the trench. In the event that seasonal or other weather conditions, extenuating circumstances, or unforeseen developments beyond Keystone's control prevent compliance with this time frame, temporary erosion controls shall be maintained until conditions allow completion of cleanup and reclamation. In the event Keystone cannot comply with the 20-day time frame as provided in this Condition, it shall give notice of such fact to all affected landowners, and such notice shall include an estimate of when such restoration is expected to be completed. e) Keystone shall draft specific crop monitoring protocols for agricultural lands. If requested by the landowner, Keystone shall provide an independent crop monitor to conduct yield testing and/or such other measurements of productivity as he shall deem appropriate. The independent monitor shall be a qualified agronomist, rangeland specialist or otherwise qualified with respect to the species to be restored. The protocols shall be available to the Commission upon request and may be evaluated for adequacy in response to a complaint or</p>	<p>cross the Oglala Sioux Rural Water Supply System, otherwise known as the "Mni Wiconi" water line.</p> <p>5. Provide all easement agreements made by TransCanada or Keystone between TransCanada or Keystone and landowners on land where the Keystone XL pipeline will cross the Oglala Sioux Rural Water Supply System, otherwise known as the Mni Wiconi Waterline.</p> <p>6. In TransCanada or Keystone's required criteria for crossing Reclamation facilities, TransCanada said "TransCanada shall receive OSRWSS and Reclamation's review and approval of crossing specifications and drawings prior to starting work, including on the cathodic protection design to assure it does not impact the OSRWSS Core System or its cathodic protection system." Provide proof that TransCanada or Keystone gained approval of crossing specifications from the Oglala Sioux Rural Water Supply System and the Bureau of Reclamation in accordance with TransCanada's or Keystone's own reclamation plan.</p> <p>7. In the same Criteria for Crossing Reclamation facilities TransCanada said "OSRWSS has a buried fiber optic cable installed with its pipeline that was placed by plow; its precise location</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<p>otherwise. f) Keystone shall work closely with landowners or land management agencies to determine a plan to control noxious weeds. Landowner permission shall be obtained before the application of herbicides. g) Keystone's adverse weather plan shall apply to improved hay land and pasture lands in addition to crop lands. h) The size, density and distribution of rock within the construction right-of-way following reclamation shall be similar to adjacent undisturbed areas. Keystone shall treat rock that cannot be backfilled within or below the level of the natural rock profile as construction debris and remove it for disposal offsite except when the landowner agrees to the placement of the rock on his property. In such case, the rock shall be placed in accordance with the landowner's directions. i) Keystone shall utilize the proposed trench line for its pipe stringing trucks where conditions allow and shall employ adequate measures to decompact subsoil as provided in its CMR Plan. Topsoil shall be decompacted if requested by the landowner. j) Keystone shall monitor and take appropriate mitigative actions as necessary to address salinity issues when dewatering the trench, and field conductivity and/or other appropriate constituent analyses shall be performed prior to disposal of trench water in areas where salinity may be expected. Keystone shall notify landowners prior to any discharge of saline water on their lands or of any spills of hazardous materials on their lands of one pint or more or of any lesser volume which is required by any federal, state, or local law or regulation or product license or label to be reported to a state or federal agency, manufacturer, or manufacturer's representative. k) Keystone shall install trench and slope breakers where necessary in accordance with the CMR Plan as augmented by Staff's</p>	<p>is unknown. The burial depth information provided on the drawings is for information purposes only. TransCanada shall undertake exploratory excavations (potholing) to determine the exact burial depth for both the OSRWSS core pipeline and fiber optic line prior to starting crossing designs and construction of their pipeline." Provide proof that TransCanada or Keystone has received permission from the United States to "undertake exploratory excavations (potholing)" inside the Oglala Sioux Rural Water Supply System Right of Way, whereby permission must be gained from both the United States and the Oglala Sioux Rural Water Supply System to disturb the ground, as stipulated in the Oglala Sioux Rural Water Supply System Easement Agreement which was signed by the United States, and is held in a South Dakota County Recorder's Office.</p> <p>8. Provide maps showing for every single place where the Keystone XL pipeline will cross a Core Line of the Oglala Sioux Rural Water Supply System, providing Latitude and longitude or Public Land Survey System information to identify those locations.</p> <p>9. Provide a map showing every single place where the Keystone XL Pipeline</p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<p>recommendations in Post Hearing Commission Staff Brief, pp. 26-27. l) Keystone shall apply mulch when reasonably requested by landowners and also wherever necessary following seeding to stabilize the soil surface and to reduce wind and water erosion. Keystone shall follow the other recommendations regarding mulch application in Post Hearing Commission Staff Brief, p. 27. m) Keystone shall reseed all lands with comparable crops to be approved by landowner in landowner's reasonable discretion, or in pasture, hay or native species areas with comparable grass or forage crop seed or native species mix to be approved by landowner in landowner's reasonable discretion. Keystone shall actively monitor revegetation on all disturbed areas for at least two years. n) Keystone shall coordinate with landowners regarding his/her desires to properly protect cattle, shall implement such protective measures as are reasonably requested by the landowner and shall adequately compensate the landowner for any loss. o) Prior to commencing construction, Keystone shall file with the Commission a confidential list of property owners crossed by the pipeline and update this list if route changes during construction result in property owner changes. p) Except in areas where fire suppression resources as provided in CMR Plan 2.16 are in close proximity, to minimize fire risk, Keystone shall, and shall cause its contractor to, equip each of its vehicles used in pre-construction or construction activities, including offroad vehicles, with a hand held fire extinguisher, portable compact shovel and communication device such as a cell phone, in areas with coverage, or a radio capable of achieving prompt communication with Keystone's fire suppression resources and emergency services.</p>	<p>will cross a Branch of the Core Lines of the Oglala Sioux Rural Water Supply System, providing Latitude and longitude or Public Land Survey System information to identify those locations.</p> <p>10. Provide a map showing every single place where the Keystone XL Pipeline will cross the Core Lines of the Lyman-Jones Rural Water Supply System, providing Latitude and longitude or Public Land Survey System information to identify those locations.</p> <p>11. Provide all easement agreements between TransCanada or Keystone and those landowners who have both the Oglala Sioux Rural Water System and will have the proposed Keystone XL Pipeline situated on their land and also have a previous easement agreement with the Oglala Sioux Rural Water Supply System.</p> <p>12. Provide copies of all communication TransCanada has had with the Bureau of Reclamation regarding the Keystone XL pipeline crossing South Dakota.</p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<p>21</p>	<p>Keystone shall develop frac-out plans specific to areas in South Dakota where horizontal directional drilling will occur. The plan shall be followed in the event of a frac-out. If a fracout event occurs, Keystone shall promptly file a report of the incident with the Commission. Keystone shall also, after execution of the plan, provide a follow-up report to the Commission regarding the results of the occurrence and any lingering concerns.</p>	<p>13. Provide a map of all specific areas of frac-out along the Oglala Sioux Rural Water System Core and Branch Lines providing Latitude and longitude or Public Land Survey System information to identify those locations.</p> <p>14. Provide a map showing where all areas of horizontal drilling will take place in South Dakota, providing Latitude and longitude or Public Land Survey System information to identify those locations.</p>
<p>35</p>	<p>The evidence in the record demonstrates that in some reaches of the Project in southern Tripp County, the High Plains Aquifer is present at or very near ground surface and is overlain by highly permeable sands permitting the uninhibited infiltration of contaminants. This aquifer serves as the water source for several domestic farm wells near the pipeline as well as public water supply system wells located at some distance and upgradient from the pipeline route. Keystone shall identify the High Plains Aquifer area in southern Tripp County as a hydrologically sensitive area in its Integrity Management and Emergency Response Plans. Keystone shall similarly treat any other similarly vulnerable and beneficially useful surficial aquifers of which it becomes aware during construction and continuing route evaluation.</p>	<p>15. Provide documentation showing proof that the Colome City Water Wells are upgradient from the Keystone XL Pipeline.</p>

<p>20</p>	<p>FINDING: The Project will have seven pump stations in South Dakota, located in Harding (2), Meade, Haakon, Jones and Tripp (2) Counties. TC-1, 2.2.2, p. 10. The pump stations will be electrically driven. Power lines required for providing power to pump stations will be permitted and constructed by local power providers, not by Keystone. Initially, three pumps will be installed at each station to meet the nominal design flow rate of 700,000 bpd. If future demand warrants, pumps may be added to the proposed pump stations for a total of up to five pumps per station, increasing nominal throughput to 900,000 bpd. No additional pump stations will be required to be constructed for this additional throughput. No tank facilities will be constructed in South Dakota. Ex TC-1, 2.1.2, p.8. Sixteen mainline valves will be located in South Dakota. Seven of these valves will be remotely controlled, in order to have the capability to isolate sections of line rapidly in the event of an emergency to minimize impacts or for operational or maintenance reasons. Ex TC-1, 2.2.3, pp. 10- 11.</p>	<p>16. Provide copies of any lease, or easement agreement that been executed for the construction or use of a new substation or powerline on or through the Lower Brule Sioux Reservation.</p> <p>17. Is construction of a new substation or powerline through the Lower Brule Sioux Reservation necessary for operation of the Keystone XL pipeline based on current plan or updates to the final decision and order HP09-001?</p>
<p>1</p>	<p>Keystone shall comply with all applicable laws and regulations in its construction and operation of the Project. These laws and regulations include, but are not necessarily limited to: the federal Hazardous Liquid Pipeline Safety Act of 1979 and Pipeline Safety Improvement Act of 2002, as amended by the Pipeline Inspection, Protection, Enforcement, and Safety Act of 2006, and the various other pipeline safety statutes currently codified at 49 U.S.C. § 601 01 et seq. (collectively, the "PSA"); the regulations of the United States Department of Transportation implementing the PSA, particularly 49 C.F.R Parts 194 and 195; temporary permits for use of public water for construction, testing or drilling purposes, SDCL 46-5-40.1 and ARSD 74:02:01 :32 through 74:02:01 :34.02 and temporary discharges to waters of the state, SDCL 34A-2-36 and ARSD Chapters 74:52:01 through 74:52:11, specifically, ARSD § 74:52:02:46 and the General Permit issued thereunder covering temporary discharges of water from construction dewatering and</p>	<p>18. Provide documentation of all spills or leaks on the southern leg of the Keystone XL pipeline.</p> <p>19. Describe the nature, circumstances, cause, and magnitude, and impact of each spill or leak and identify with specificity substances that were spilled or leaked from the Southern leg of the Keystone XL pipeline.</p> <p>20. Did Keystone or its contractors experience difficulty or problems with the welding of seams on the Southern Leg of the Keystone XL pipeline?</p> <p>21. If so, describe the nature and cause of the problems, how they were discovered, and describe what steps</p>

	hydrostatic testing.	were taken to resolve the problems.

Dated this 20th day of February, 2015.

Respectfully submitted

Gary F. Dorr
 27853 292d St
 Winner, SD 57580
 605-828-8391
 Intervenor in PUC docket HP14-001

CERTIFICATE OF SERVICE

It is hereby certified that a true and correct copy of the above Interrogatories and Request for Production of Documents was e-mailed to:

Mr. James E. Moore - Representing: TransCanada Keystone Pipeline, LP
 Attorney
 Woods, Fuller, Shultz and Smith P.C.
 PO Box 5027
 Sioux Falls, SD 57117
james.moore@woodsfuller.com
 (605) 336-3890 (605) 336-3890 - voice
 (605) 339-3357 - fax

Mr. Bill G. Taylor - Representing: TransCanada Keystone Pipeline, LP
 Attorney

Woods, Fuller, Shultz and Smith P.C.
PO Box 5027
Sioux Falls, SD 57117
bill.taylor@woodsfuller.com
(605) 336-3890 (605) 336-3890 - voice
(605) 339-3357 - fax