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RECEIVED

OCT 26 2007

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

MAX MAIN*
DWIGHT A. GUBBRUD*
*LICENSED IN SOUTH DAKOTA AND WYOMING

EST. 1908

RETIRED
DONN BENNETT

October 24, 2007

Kara Semmler
Staff Attorney
South Dakota PUC
500 East Capitol
Pierre, SD 57501-5070

RE: TransCanada Keystone Pipeline Project; HP07-001.

Dear Kara:

Enclosed is a copy of the discovery responses of Ed and DeEtte Goss. Please consider these sworn discovery responses to be Ed and DeEtte's pre-filed testimony. Should you have questions, please advise. As before, you should continue to communicate directly with Mr. and Mrs. Goss, as I have not filed a Notice of Appearance in this matter.

Sincerely,

BENNETT, MAIN & GUBBRUD, P.C.



Max Main

MM/njo

Enc.

cc: Clients

RECEIVED

OCT 26 2007

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

IN THE MATTER OF THE APPLICATION BY TRANSCANADA KEYSTONE PIPELINE, LP FOR A PERMIT UNDER THE SOUTH DAKOTA ENERGY CONVERSION AND TRANSMISSION FACILITIES ACT TO CONSTRUCT THE KEYSTONE PIPELINE PROJECT

HP07-001

RESPONSES OF EDWARD GOSS AND DE ETTE GOSS TO SOUTH DAKOTA PUBLIC UTILITY COMMISSION STAFF'S FIRST SET OF INTERROGATORIES AND REQUEST FOR DOCUMENTS TO ALL PARTIES WITH INTERVENER STATUS

STATE OF SOUTH DAKOTA)) ss. County of Butte)

COMES NOW, EDWARD GOSS and DE ETTE GOSS, two of the above-referenced Interveners, and hereby make the following responses to South Dakota Public Utility Commission Staff's First Set Of Interrogatories And Request For Documents To All Parties With Intervener Status.

INFORMATION REQUESTS:

INFORMATION REQUEST 1:

Please list the following personal information:

- a) Your full name
b) Your full address
c) Your telephone number
d) Your e-mail address, if any
e) Whether you have personally received any specific crude oil pipeline training. If so, from where and when?

ANSWER:

- a) EDWARD GOSS and DE ETTE GOSS.
b) 10997 Minnesela Road, Belle Fourche, SD 57717.
c) 605.892.6454.
d) eddeeg@msn.com .
e) No.

INFORMATION REQUEST 2:

Are you or will you be represented by an attorney? If an attorney will represent you, please state your attorney's name and contact information.

ANSWER: We will not be represented by an attorney during this matter; however, prior to preparing these responses, we did consult with Attorney Max Main, Belle Fourche, South Dakota.

INFORMATION REQUEST 3:

Do you own land in the direct path of the pipeline? If so, please provide the legal description of such land.

ANSWER: Yes. The legal description of said land is:

T109N, R58W, Kingsbury County, SD:

Section 22: SW $\frac{1}{4}$.

Section 34: SE $\frac{1}{4}$.

INFORMATION REQUEST 4:

Will a pumping station be located on your property according to the most recent TransCanada location maps?

ANSWER: No.

INFORMATION REQUEST 5:

The applicable applicant burden of proof statute reads as follows:

49-41B-22. Applicant's burden of proof. The applicant has the burden of proof to establish that:

(1) *The proposed facility will comply with all applicable laws and rules;*

(2) *The facility will not pose a threat of serious injury to the environment nor to the social and economic condition of inhabitants or expected inhabitants in the siting area;*

(3) *The facility will not substantially impair the health, safety or welfare of the inhabitants; and*

(4) *The facility will not unduly interfere with the orderly development of the region with due consideration having been given the views of governing bodies of affected local units of government.*

a) Please specify particular aspect/s of the applicant's burden of proof you intend to personally testify to.

- b) Please specify particular aspect/s of the applicant's burden of proof you intend to call a witness to testify on.

ANSWER:

- (a) We intend to personally testify as to the facility's threat of serious injury to the environment, to inhabitants, and to the welfare of the inhabitants. We will also testify as to the facility's undue interference with our property. Particularly, the facility will destroy native grasslands, a 1964 waterfowl production area granted to the United States, the natural topography of the lands, and the natural drainage of the lands.
- (b) We have not yet determined if we will be calling other witnesses.

INFORMATION REQUEST 6:

Do you intend to offer evidence regarding "terms, conditions or modifications of the construction, operation, or maintenance?" See SDCL 49-41B-24 and 49-41B-36. If so, please specify the same.

ANSWER: Yes. Any facility easement should be limited to one pipeline only, with no additional uses. Any facility easement should not be perpetual; it should automatically terminate upon non-use.

INFORMATION REQUEST 7:

Do you intend to offer evidence regarding the bond the Commission requires pursuant to SDCL 49-41B-38?

ANSWER: We do not know.

INFORMATION REQUEST 8:

Please list with specificity the witnesses (including yourself) you intend to call. Please include, name, address, phone number, credentials and area of expertise.

ANSWER:

EDWARD GOSS and DE ETTE GOSS, landowners.
10997 Minnesela Road, Belle Fourche, SD 57717.
Phone 605.892.6454.

INFORMATION REQUEST 9:

Do you intend to take depositions? If so, of whom?

ANSWER: No.

INFORMATION REQUEST 10:

Do you intend to file written testimony? If so, whose testimony will you submit?

ANSWER: Yes. Edward Goss and DeEtte Goss.

DOCUMENT REQUEST 1:

Do you intend to offer any documents as evidence in the case other than your own written testimony? If so, please specify and provide a copy.

RESPONSE: 1964 waterfowl production area easement. Copy attached.

May also have pictures of the property.

DOCUMENT REQUEST 2:

Please, as an ongoing request, provide Commission Staff with a copy of all data, documentary or interrogatory requests you send any party or Intervener to this docket along with its complete answer to such request.

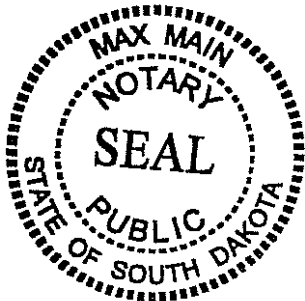
RESPONSE: We will do so.

DATED this ^{15th} day of October, 2007.

Edward Goss
EDWARD GOSS

De Ette Goss
DE ETTE GOSS

SUBSCRIBED AND SWORN to before me this ^{15th} day of October, 2007.



Max Main
Notary Public
My Commission Expires: May 15, 2008

CERTIFICATE OF SERVICE

I, Edward Goss, do hereby certify that on the 15th day of October 2007, I caused a true and correct copy of the foregoing to be served upon:

Kara Semmler, Staff Attorney
South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 57501

by depositing the same in the United States Mail, with first-class postage thereon fully prepaid, in envelope addressed as above.



EDWARD GOSS

UNITED STATES DEPARTMENT OF THE INTERIOR
U. S. FISH AND WILDLIFE SERVICE
BUREAU OF SPORT FISHERIES AND WILDLIFE
CONVEYANCE OF EASEMENT FOR WATERFOWL MANAGEMENT RIGHTS

THIS INDENTURE, by and between Edward E. Goss and De Etta M. Goss, his wife, of Esmond, South Dakota and Roy Pooley, Jr. and Mary A. Pooley, his wife of Carthage, South Dakota, parties of the first part, and the UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior or his authorized representative, party of the second part.

WITNESSETH:

WHEREAS, section 4 of the Migratory Bird Hunting Stamp Act of March 16, 1934, as amended by section 3 of the Act of August 1, 1958 (72 Stat. 486, 16 U. S. C., sec. 718d (c)), authorizes the Secretary of the Interior to acquire small wetland or pothole areas suitable for use as waterfowl production areas:

WHEREAS, the lands described below contain or include small wetland or pothole areas suitable for use as waterfowl production areas:

NOW, THEREFORE, for and in consideration of the sum of two hundred Dollars (\$ 200.00), the parties of the first part hereby convey to the United States, commencing with the acceptance of this indenture by the Secretary of the Interior or his authorized representative which acceptance must be made within 312 months of the execution of this indenture by the parties of the first part, or any subsequent date as may be mutually agreed upon during the term of this option, an easement or right of use for the maintenance of the land described below as a waterfowl production area in perpetuity, including the right of access thereto by authorized representatives of the United States:

T. 109 N., R. 58 W., 5th P.M. section 34, SE 1/4

Kingsbury County, South Dakota.

Subject, however, to all existing rights-of-way, for highways roads, railroads, pipelines, canals, laterals, electrical transmission lines, telegraph and telephone lines, and all outstanding mineral rights.

The parties of the first part, for themselves and for their heirs, successors and assigns, covenant and agree that they will cooperate in the maintenance of the aforesaid lands as a waterfowl production area by not draining or permitting the draining, through the transfer of appurtenant water rights or otherwise, of any surface water including lakes, ponds, marshes, sloughs, swales, swamps, or potholes, now existing or reoccurring due to natural causes on the above-described tract, by ditching or any other means; by not filling in with earth or any other material or leveling, any part or portion of the above-described tract on which surface water or marsh vegetation is now existing or hereafter reoccurs due to natural causes; and by not burning any areas covered with marsh vegetation. It is understood and agreed that this indenture imposes no other obligations or restrictions upon the parties of the first part and that neither they nor their successors, assigns, lessees, or any other person or party claiming under them shall in any way be restricted from carrying on farming practices such as grazing, hay cutting, plowing, working and cropping wetlands when the same are dry of natural causes, and that they may utilize all of the subject lands in the customary manner except for the draining, filling, leveling, and burning provisions mentioned above.

SPECIAL PROVISIONS

1. This indenture shall not be binding upon the UNITED STATES OF AMERICA until accepted on behalf of the United States by the Secretary of the Interior or his authorized representatives, although this indenture is acknowledged by the parties of the first part to be presently binding upon the parties of the first part and to remain so until the expiration of said period for acceptance, as hereinabove described, by virtue of the payment to parties of the first part, by the UNITED STATES OF AMERICA, of the sum of One Dollar, the receipt of which is hereby expressly acknowledged by parties of the first part.

2. Notice of acceptance of this agreement shall be given the parties of the first part by certified mail addressed to Edward E. Goss at Esmond, South Dakota and such notice shall be binding upon all the parties of the first part without sending a separate notice to each.

3. The parties of the first part warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendors for the purpose of securing business. For breach or violation of this warranty the United States shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee. Vendors agree that payment for this indenture will be made to Edward E. Goss at Esmond, South Dakota.

4. It is further mutually agreed that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract is made for the general benefit of such incorporation or company.

5. Payment of the consideration will be made by Disbursing Officers check after acceptance of this indenture by the Secretary of the Interior or his authorized representative, and after the Attorney General or in appropriate cases, the Field Solicitor of the Department of the Interior shall have approved the easement interest thus invested in the United States.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals this 15th day of May, 1964.

Signatures of Edward E. Goss, De Etta M. Goss, Roy Pooley Jr., and Mary A. Pooley with their respective titles and locations.

ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA, County of Kingsbury

On this 15th day of May, 1964, before me personally appeared Edward E. Goss and Roy Pooley, Jr. and DeEtta M. Goss Mary A. Pooley, his wife, known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they (HE) executed the same as their free act and deed.

Signature and title of Alan C. Bonsack, Notary Public.

(SEAL)

My commission expires August 27, 1971

ACCEPTANCE

This indenture is accepted on behalf of the United States this 16 day of Jul, 1964 under the authority contained in section 4 of the Migratory Bird Hunting Stamp Act, as amended, and pursuant to authority delegated by 210 DM I.B, Commissioner of Fish and Wildlife Order No. 4, and 4 AM 4.6D (1).

THE UNITED STATES OF AMERICA

By W. P. Schaeffer, Acting Regional Director