

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

TransCanada Keystone Pipeline, LP)
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Petition pursuant to Section 8-503, 8-509,)
15-101 and 15-401 of the Public Utilities Act)
for a certificate authorizing operation as a)
common carrier by pipeline, and for entry of)
an order authorizing and directing construction)
and operation of a petroleum pipeline and)
granting authority to exercise eminent domain.)

Docket No. 06-0458
Reopening

Rebuttal Testimony on Reopening of

MICHAEL JAMES KOSKI

Vice-President of Energy Service
Trow Engineering Consultants Inc.

On Behalf Of
TransCanada Keystone Pipeline, LP

June 16 2008

1 **Q1. Please state your name, business address and present position.**

2 **A1.** My name is Michael James Koski. I am the Vice President of Energy Service for Trow
3 Engineering Consultants Inc. (“Trow”). My business address is 1300 Metropolitan Blvd.,
4 Suite 200, Tallahassee, Florida 32308.

5 **Q2. Have you previously submitted testimony in this reopening proceeding?**

6 **A2.** Yes. My Direct Testimony, identified as Keystone Exhibit 12.0, and additional exhibits
7 identified as Keystone Exhibits 12.1 through 12.4, were filed with the Commission at the
8 same time as Keystone’s Second Petition to Reopen in this docket.

9 **Q3. What is the purpose of your Rebuttal Testimony?**

10 **A3.** The purpose of my rebuttal testimony is to report on the status of the negotiations
11 between TransCanada Keystone Pipeline, LP (“Keystone”) and Roxana Landfill, Inc.
12 (“Roxana”), the sole intervenor in this proceeding, concerning easement rights for the
13 Keystone Pipeline across Roxana’s property.

14 **Q4. Have Keystone and Roxana reached a negotiated agreement for easement rights for
15 Keystone to construct the Keystone Pipeline on Roxana’s property?**

16 **A4.** Yes, Keystone and Roxana have reached private, negotiated agreements granting
17 Keystone easement rights to place the Keystone Pipeline on Roxana’s property,
18 specifying the terms and conditions on which Keystone will place, construct, access and
19 operate the Keystone Pipeline on Roxana’s property, and providing for compensation.
20 Because Keystone and Roxana have entered into these mutually-acceptable agreements
21 through bilateral negotiations, it should be unnecessary for the Commission’s order in
22 this reopening proceeding to address and resolve the concerns stated in Roxana’s

23 testimony or to impose any conditions specifically on Keystone's use of and access to
24 Roxana's property.

25 **Q5. To which tracts listed on Keystone Exhibit 12.1 do the agreements pertain?**

26 **A5.** The agreements pertain to the two tracts for which Roxana is listed on Keystone Exhibit
27 12.1 as the owner, Tracts ML-IL-MD-5012.003.10 and ML-IL-MD-5012.003.11. The
28 agreements also pertain to another tract listed on Keystone Exhibit 12.1, Tract No. ML-
29 IL-MD-5012.003.9 (Willaredt Acres, Inc.), in which Roxana has ownership rights. In
30 addition, the agreements pertain to two tracts owned by Roxana that were the subject of
31 the original proceedings in this docket and are listed on Keystone Exhibit 9.2.

32 **Q6. Including the agreements with Roxana, how many agreements has Keystone**
33 **reached with the owners of the 30 tracts listed on Keystone Exhibit 12.1 for**
34 **easements for the Keystone Pipeline?**

35 **A6.** Including the agreements with Roxana, which, as I noted, provide for easement rights on
36 three of the tracts listed in Keystone Exhibit 12.1, Keystone has entered into easement
37 agreements with the owners of 16 of these 30 tracts. In addition, as I noted in my Direct
38 Testimony on Reopening, one of the 30 tracts is railroad property for which a permit will
39 be obtained and an easement agreement will not be needed.

40 **Q7. Does this conclude your prepared Rebuttal Testimony on reopening?**

41 **A7.** Yes, it does.