

Rebuttal Testimony  
of  
Mark Maple  
Senior Gas Engineer  
Engineering Department  
Energy Division  
Illinois Commerce Commission

CenterPoint Energy – Illinois Gas Transmission Company

Docket No. 09-0054

June 30, 2009

1 Q. Please state your name and business address.

2 A. My name is Mark Maple and my business address is Illinois Commerce  
3 Commission, 527 East Capitol Avenue, Springfield, Illinois 62701.

4 Q. Are you the same Mark Maple who previously filed direct testimony in this  
5 docket?

6 A. Yes.

7 Q. What recommendations did you make in your direct testimony?

8 A. I recommended that the Commission grant a certificate to CenterPoint  
9 Energy – Illinois Gas Transmission Company (“IGTC” or “Company”) to  
10 construct a new 2.2 mile pipeline. I also recommended that the  
11 Commission grant IGTC the authority to exercise eminent domain to  
12 obtain the easements for this construction project. (Staff Ex. 1.0, p. 3)

13 Q. Did you provide an opinion regarding whether IGTC had made reasonable  
14 attempts to acquire the necessary easements for the new pipeline?

15 A. Yes, I opined that IGTC had made reasonable attempts to acquire the

16 necessary easements. My opinion, however, was based on the facts  
17 available at that time. I stated that I was not aware of any landowner  
18 complaints on this issue, but that my opinion could change in the future if  
19 such complaints surfaced. (Id., pp. 13-14)

20 Q. Are you now aware of any landowner complaints about IGTC's attempts  
21 to acquire the necessary easements?

22 A. Yes. On May 14, 2009, a landowner named Julie Massey intervened in  
23 this docket and submitted direct testimony. In that testimony,  
24 Mrs. Massey stated that on May 6, 2009, she had a conversation with a  
25 Company land agent named Dale Anderson. During this conversation,  
26 Mrs. Massey claims that Mr. Anderson told her that once ICC approval  
27 was obtained, IGTC would abandon the right-of-way on Mrs. Massey's  
28 property. (Testimony of Julie Massey, p. 1) Mrs. Massey apparently  
29 interpreted this to mean that the easement rights would be returned to her  
30 as a landowner. In my opinion, Mrs. Massey's interpretation appears  
31 reasonable.

32 On May 7, 2009, Mrs. Massey spoke to Staff and learned that IGTC  
33 planned to abandon only the pipeline, while keeping its claim to the

34 easements. Mrs. Massey believes that it is in the “public interest” to return  
35 the easements to the landowners should the pipeline be abandoned. (Id.,  
36 pp. 1-2)

37 Q. What is your concern regarding Mrs. Massey’s testimony?

38 A. From the very beginning of this docket, Staff has answered dozens of  
39 phone calls from landowners, many of them simply trying to understand  
40 the ICC hearing process or asking for basic information about the pipeline  
41 project. However, on more than one occasion, I have been told by  
42 landowners that they too were told by IGTC representatives that their  
43 easements would be abandoned and returned to them once the pipeline  
44 abandonment process had been completed.

45 As a result of these calls, I addressed this issue with IGTC land agent  
46 Dale Anderson when I met him on March 12, 2009 to inspect the  
47 proposed route for the new pipeline. Mr. Anderson admitted telling  
48 landowners that IGTC would abandon and return the easements to  
49 landowners at the completion of the docket. When I informed him that  
50 those statements were inconsistent with IGTC’s answer to Staff data  
51 request ENG 1.6, Mr. Anderson seemed surprised and unaware that the

52 official Company policy was to **not** return the easements to landowners.  
53 IGTC's response to ENG 1.6, which clearly indicates that the Company  
54 will continue to own the easements, is attached to my rebuttal testimony  
55 as Attachment A. To further make this issue clear, I subsequently sent  
56 Mr. Anderson an email on March 16, 2009 with IGTC's response to ENG  
57 1.6 attached, demonstrating to him that his statements to landowners had  
58 been inconsistent with IGTC's official response. I assumed that this would  
59 prevent further miscommunication, but apparently that was not the case.

60 As Mrs. Massey's testimony demonstrates, Mr. Anderson and thus his  
61 employer, IGTC, have continued to misinform landowners months after  
62 Staff raised the issue. At best, IGTC is remiss in training its employees  
63 and disseminating a consistent message to landowners and the  
64 Commission. At worst, it could be seen as a deliberate attempt to mislead  
65 landowners into thinking they are getting favorable terms in this process  
66 so as to dissuade them from advancing an adverse position in this docket.  
67 I cannot say which is the truth, but I believe the Commission should  
68 carefully consider these incidents.

69 Q. How does IGTC's misinformation to landowners on the abandonment  
70 portion of the pipeline affect the certificate and eminent domain

71 proceedings for the new pipeline?

72 A. I believe that IGTC's continued communication of misinformation to  
73 landowners on the abandonment portion of the pipeline raises a concern  
74 with respect to the Company's willingness to make reasonable attempts to  
75 negotiate with the landowners along the new pipeline route. I believe that  
76 it may also imply that the Company is not fit, willing and able to construct  
77 and operate the pipeline in a manner that benefits the public.

78 Q. Are you changing your original recommendations that the Company  
79 should be authorized to construct the new pipeline and exercise eminent  
80 domain?

81 A. No. We only have the testimony of one intervening party to suggest that  
82 there are inconsistencies in IGTC's message. Although Staff suspects  
83 that other landowners may have received incorrect information, no party  
84 has offered any evidence of this. Also, no landowners along the proposed  
85 route for the new pipeline have alleged any unreasonable attempts to  
86 acquire easements on the part of IGTC. Thus, Staff stands by its original  
87 recommendations.

88           However, in my direct testimony, I urged IGTC to give careful  
89           consideration to every landowner request and to accommodate them  
90           when feasible. (Staff Ex. 1.0, p. 18) I now recommend that the  
91           Commission order IGTC to not only accommodate every landowner's  
92           request regarding the removal of the existing pipeline, but also to truthfully  
93           represent to the landowners that the Company will continue to own the  
94           easements along the 55 mile pipeline after abandonment. Furthermore, I  
95           recommend that the Commission order IGTC to file a monthly compliance  
96           report, with a copy to the Supervisor of the Gas Section of the  
97           Engineering Program of the Energy Division, providing details of the  
98           accommodations made to every landowner on the abandonment portion  
99           of the pipeline.

100          Q.    Does this conclude your prepared rebuttal testimony?

101          A.    Yes, it does.

ICC Docket 09-0054

CenterPoint Energy – Illinois Gas Transmission Company (“IGTC”) Petition for a Certificate authorizing and directing construction, abandonment, and operation of a natural gas pipeline and granting authority to exercise eminent domain.

Staff Data Request - ENG 1.6

Will the Company continue to own easements along the 55-mile pipeline after it is abandoned? If so, provide at least one copy of an easement agreement along that route that includes language<sup>3</sup> supporting this position.

IGTC Response:

Yes, the Company will continue to own easements along the 55-mile pipeline after abandonment. The easements we acquired for this pipeline right of way are real property interests in and across the land acquired and such interests are not automatically terminated by non use. Also, there are no requirements in the agreements for the mandatory removal of the abandoned pipe. Copies of three (3) easements are attached with this submittal.

# PIPE LINE EASEMENT

STATE OF ILLINOIS

COUNTY OF Marion ss.

AS-25

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned John Kisiala and Barbara Kisiala  
his wife

(hereinafter styled "Grantor," whether one or more), for and in consideration of the sum of  
Twenty Five and no/100 Dollars  
(\$ 25.00), in hand paid by Magnolia Petroleum Co., the receipt

whereof is hereby acknowledged, doth hereby grant and convey unto Magnolia Petroleum Co.,

a corporation organized under the laws of the State of Texas (hereinafter called  
"Grantee"), its successors and assigns, either as a common or private carrier, the right, from time to time, to  
lay, construct, reconstruct, replace, renew, operate, maintain, repair, change the size of, and remove pipes and  
pipe lines for the transportation of oil, petroleum or any of its products, gas, water and other substances, or any  
one of them, over, through, under and across Grantor's land situated in the County of Marion  
and State of Illinois; said tract of land being described as follows, to-wit:

E/4 W/2 SW/4 Sec 9 T.22 R.1 E

Together with rights of ingress and egress to and from said line or lines, or any of them for the purposes,  
aforesaid; and as to the rights hereby granted, all rights of homestead are hereby released and waived. The  
Grantor to have the right to use and fully enjoy the above described premises, except as to the rights hereinbe-  
fore granted, and the Grantee, its successors and assigns, hereby agree to pay any damages which may arise to  
crops, timber, fences or buildings, of said Grantor from the exercise of the rights herein granted, said damages,  
if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be  
appointed by the Grantor, one by the Grantee, or its successors or assigns, and the third by the two so appointed,  
and the award of such three persons shall be final and conclusive.

Should more than one pipe line be laid under this grant, at any time, an additional consideration of fifty cents  
per rod shall be paid for each line so laid after the first line.

All pipe laid under this grant shall be laid upon a route selected by the Grantee, its successors and assigns,  
and shall be buried to such depth as not to interfere with the ordinary cultivation of said land, and any line laid  
after the first line shall be laid parallel with and adjacent to said first line.

To Have and to Hold said easement, rights and rights of way unto the said Grantee, its successors and  
assigns.

This agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties  
hereto.

This instrument embodies the entire agreement between the parties hereto, including the consideration paid  
or to be paid therefor.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal on this,

the 20 day of oct, 1936

John Kisiala (SEAL)

In presence of:

Barbara Kisiala (SEAL)

Witnesses



81-78

X-901-3-39

# PIPE LINE EASEMENT

STATE OF ILLINOIS

COUNTY OF Madison } ss.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Henry G. Busch & his wife Bertha Busch

(hereinafter styled "Grantor," whether one or more), for and in consideration of the sum of One Hundred Sixty Two and <sup>00</sup>/<sub>100</sub> Dollars

(\$162.<sup>00</sup>/<sub>100</sub>), in hand paid by Socony-Vacuum Oil Company, Inc., the receipt whereof is hereby acknowledged, does hereby grant and convey unto Socony-Vacuum Oil Company, Inc., a corporation organized under the laws of the State of New York (hereinafter called "Grantee"), its successors and assigns, either as a common or private carrier, the right to lay, construct, reconstruct, replace, renew, operate, maintain, repair, change the size of, and remove pipes and pipe lines for the transportation of oil, petroleum or any of its products, gas, water and other substances, or any one of them, over, through, under and across Grantor's land situated in

the County of Madison and State of Illinois, described as follows, to-wit:  
1/2 SE 1/4 Section 23 Township 4N Range 6W  
Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_

Together with rights of ingress and egress to and from said line or lines, or any of them for the purposes aforesaid; and as to the rights hereby granted, all rights of dower and homestead are hereby released and waived. The Grantor to have the right to use and fully enjoy the above described premises, except as to the rights hereinbefore granted, and the Grantee, its successors and assigns, hereby agree to pay any damages which may arise to crops, timber and fences of said Grantor from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Grantor, one by the Grantee, or its successors or assigns, and the third by the two so appointed, and the award of such three persons shall be final and conclusive.

Should more than one pipe line be laid under this grant, at any time, an additional consideration of \$1.00 per rod shall be paid for each line so laid after the first line.

All pipe laid under this grant shall be laid upon a route selected by the Grantee, its successors and assigns, and shall be buried to such depth as not to interfere with the ordinary cultivation of said land.

To Have and to Hold said easement, rights and rights of way unto the said Grantee, its successors and assigns.

This agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

It is hereby understood that party securing this grant in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

IN WITNESS WHEREOF, the Grantor S have hereunto set their hand S and seal S on this, the 6 day of April, 1939.

In presence of: \_\_\_\_\_ Henry G. Busch (SEAL)  
\_\_\_\_\_ Mrs. Bertha Busch (SEAL)

Witnesses \_\_\_\_\_

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF ILLINOIS }  
COUNTY OF Madison } ss.  
I, Frank J. Strick, a Notary Public, within and for the aforesaid County and State, do hereby  
certify that Henry Busch and Bertha Busch  
his wife, personally known to me to be the same person, whose name is (are) subscribed to the foregoing instrument, ap-  
peared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their  
free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. I  
hereby further certify that I am duly authorized to take acknowledgments to deeds under the laws of the State last herein named.  
Given under my hand and official seal this 6th day of April, 1939  
My commission expires Sept. 22-1942  
Frank J. Strick  
Notary Public



ACKNOWLEDGMENT BY CORPORATION

STATE OF ILLINOIS }  
COUNTY OF \_\_\_\_\_ } ss.  
I, \_\_\_\_\_, a Notary Public, within and for the aforesaid County and State, do hereby  
certify that \_\_\_\_\_ and \_\_\_\_\_  
personally known to me to be the same persons whose names are, respectively, as \_\_\_\_\_ President and Secretary of  
\_\_\_\_\_, a corporation of the State of \_\_\_\_\_  
subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that they, being there-  
unto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said  
corporation and as their own free and voluntary act, for the uses and purposes therein set forth. I hereby further certify that I am  
duly authorized to take acknowledgments to deeds under the laws of the State first herein named.  
Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_  
My commission expires \_\_\_\_\_  
Notary Public

When recorded, return to  
1250 Pack  
attorno to H. J. Holmes,  
C/O Magnolia Petroleum Co.  
Box 100, Dallas, Tex.

MADISON CO., ILL.  
Illinois—  
Pipe Line COMPANED  
R/W No. 87-78  
RIGHT OF WAY GRANT  
From  
HENRY BUSCH, et ux  
To  
SOCOXY-VACUUM OIL COMPANY,  
INC.  
STATE OF ILLINOIS, } ss.  
Madison County,  
I, Ben Hodges, Recorder within and for the  
County and State aforesaid, do hereby certify that  
the within instrument of writing was filed for record  
on the 5th day of May, 1939, at \_\_\_\_\_ M.  
and duly recorded in Volume \_\_\_\_\_ of  
the records on page \_\_\_\_\_ and examined.  
RECORDER

ACKNOWLEDGMENT WHERE GRANTEE SIGNS BY MARK  
STATE OF ILLINOIS }  
COUNTY OF \_\_\_\_\_ } ss.  
On this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_\_, before me, the undersigned, a Notary Public, in and  
for the County and State aforesaid, appeared before me in person \_\_\_\_\_ whose  
name \_\_\_\_\_ is (are) subscribed to the within and foregoing instrument by \_\_\_\_\_ mark \_\_\_\_\_, in my presence and in the presence of  
\_\_\_\_\_ and \_\_\_\_\_ to me personally known to be the identical person whose  
name \_\_\_\_\_ as witnesses, and acknowledged to me that \_\_\_\_\_ executed the same as  
authorized to take acknowledgments to deeds under the laws of the State last herein named.  
I hereby further certify that I am duly  
Given under my hand and seal of office the day and year last above written.  
My commission expires \_\_\_\_\_  
Notary Public

*SV-111*

X-901-3-39

PIPE LINE EASEMENT

STATE OF ILLINOIS

COUNTY OF

*Bond*

ss.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned

*Rose Jakob Widow*

(hereinafter styled "Grantor," whether one or more), for and in consideration of the sum of

*Eighty One and 10/100*

Dollars

(*\$81.10*), in hand paid by Socony-Vacuum Oil Company, Inc., the receipt whereof is hereby acknowledged, does hereby grant and convey unto Socony-Vacuum Oil Company, Inc., a corporation organized under the laws of the State of New York (hereinafter called "Grantee"), its successors and assigns, either as a common or private carrier, the right to lay, construct, reconstruct; replace, renew, operate, maintain, repair, change the size of, and remove pipes and pipe lines for the transportation of oil, petroleum or any of its products, gas, water and other substances, or any one of them, over, through, under and across Grantor's land situated in

the County of

*Bond*

and State of Illinois, described as follows, to-wit:

*SW 1/4 S.E. 1/4*

Section

*20*

Township

*47*

Range

*40*

Section

Township

Range

Together with rights of ingress and egress to and from said line or lines, or any of them for the purposes aforesaid; and as to the rights hereby granted, all rights of dower and homestead are hereby released and waived. The Grantor to have the right to use and fully enjoy the above described premises, except as to the rights hereinbefore granted, and the Grantee, its successors and assigns, hereby agree to pay any damages which may arise to crops, timber and fences of said Grantor from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Grantor, one by the Grantee, or its successors or assigns, and the third by the two so appointed, and the award of such three persons shall be final and conclusive.

Should more than one pipe line be laid under this grant, at any time, an additional consideration of \$1.00 per rod shall be paid for each line so laid after the first line.

All pipe laid under this grant shall be laid upon a route selected by the Grantee, its successors and assigns, and shall be buried to such depth as not to interfere with the ordinary cultivation of said land.

To Have and to Hold said easement, rights and rights of way unto the said Grantee, its successors and assigns.

This agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

It is hereby understood that party securing this grant in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

IN WITNESS WHEREOF, the Grantor has hereunto set *Her* hand and seal on this, the *12* day of *April*, 19 *37*.

In presence of:

*Mrs Rose Jakob.* (SEAL)

(SEAL)

Witnesses

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF ILLINOIS  
COUNTY OF Madison } ss.  
I, Frank J. Strick, a Notary Public, within and for the aforesaid County and State, do hereby certify that Rose Jakel and \_\_\_\_\_ his wife, personally known to me to be the same person, whose name is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead, I hereby further certify that I am duly authorized to take acknowledgments to deeds under the laws of the State last herein named.  
Given under my hand and official seal this 12<sup>th</sup> day of April, 1939.  
My commission expires Sept. 22 - 1942 Frank J. Strick  
Notary Public

ACKNOWLEDGMENT BY CORPORATION

STATE OF ILLINOIS  
COUNTY OF \_\_\_\_\_ } ss.  
I, \_\_\_\_\_, a Notary Public, within and for the aforesaid County and State, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_ personally known to me to be the same persons whose names are, respectively, as \_\_\_\_\_ President and Secretary of \_\_\_\_\_ a corporation of the State of \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth. I hereby further certify that I am duly authorized to take acknowledgments to deeds under the laws of the State first herein named.  
Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
My commission expires \_\_\_\_\_  
Notary Public

BOND CO., ILL.  
Illinois—  
Pipe Line  
R/W No. 27-111  
RIGHT OF WAY GRANT  
From  
INDEXED  
MRS. ROSE JAKEL  
To  
SOCOXY-VACUUM OIL COMPANY,  
STATE OF ILLINOIS INC. #33650  
Bond County  
This instrument was filed in the Recorder's Office of Bond County, Illinois on this 12<sup>th</sup> day of April, 1939.  
and recorded Book 519  
Page 519  
Notary Public  
When recorded return to  
Return to H. L. Morrison,  
C/O Metropolitan Petroleum Co.  
Box 204, Dallas, Texas

STATE OF ILLINOIS  
COUNTY OF \_\_\_\_\_ } ss.  
On this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, appeared before me in person \_\_\_\_\_ and \_\_\_\_\_ to me personally known to be the identical person \_\_\_\_\_ whose name is (are) subscribed to the within and foregoing instrument by \_\_\_\_\_ in my presence and in the presence of \_\_\_\_\_ as witnesses, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead, I hereby further certify that I am duly authorized to take acknowledgments to deeds under the laws of the State last herein named.  
Given under my hand and seal of office the day and year last above written.  
Notary Public

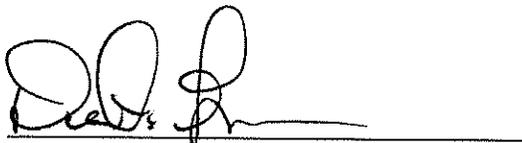
ACKNOWLEDGMENT WHERE GRANTOR SIGNS BY MARK

DOCKET NO. 09-0054

STATE OF LOUISIANA

PARISH OF CADDO

Destin Green, being first duly sworn on oath, deposes and states that he has read the responses to Staff Data Requests, ENG 1.6, and the answers made therein are true, correct and complete to the best of his knowledge and belief.



Signature

SUBSCRIBED AND SWORN to before me this 12<sup>th</sup> day of February, 2009.

  
Notary Public #38137

TAMMI GAIL LUMMUS, NOTARY PUBLIC  
CADDO PARISH, LOUISIANA  
MY COMMISSION IS FOR LIFE