

**FORMAL COMPLAINT FORM
PUBLIC SERVICE COMMISSION
Heber M. Wells State Office Building
160 East 300 South, Fourth Floor
P.O. Box 45585
Salt Lake City, Utah 84114**

1. Name of Complainant: Rodney Danie

Address: 7198 West 13090 South Herriman, Utah 84096

Telephone No.: 801-254-4364 801-254-4364

If represented by counsel, list:

Name: _____

Address: _____

Telephone No.: _____

2. The utility being complained against is: Hi-Country HOA Water Company

3. What did the utility do which you (the Complainant) think is illegal, unjust, or improper? Include exact dates, times, locations and persons involved, as closely as you can.

served summons for standby fees illegally (that are and have been disputed for 20 years as per the well lease agreement with HI-Country HOA. (Copy attached.)

4. Why do you (the Complainant) think these activities are illegal, unjust or improper? _____

violation of contract upheld by the district court and court of appeals (copy of well lease and court opinion attached)

Violation of state law for utility and HOA not to honor order of the court.

5. What relief does the Complainant request? P. S. C. to put summons on hold and order the utility to provide the benefits and obligations of the HOA Water Company to the Dansies under the well lease and July 29, 2011 opinion of the Utah Court of appeals.

6. Signature of Complainant J. Rodney Dansie

Date: 6/10/2011

J. Rodney Dansie

June 4, 2013

Public Service Commission of Utah
Heber M. Wells Building
160 East 300 South
Salt lake City, Utah 84111

Re: Hi-Country Estates Homeowners Obligations to Dansie's as per the July 29, 2011 Court of Appeals Opinion (Copy Attached)

To All PSC Commissioners & To Whom it May Concern:

Hi-Country Estates Homeowners Association is a regulated utility PCN Number NO 2737 since July 12, 2012 and the last hearing before Melanie A. Reif - Administrative Law Judge ordered that any issues dealing with the well lease and it's obligations would be an issue for the upcoming rate case. The rate case has never happened and no date is set for a rate case and no filings for a rate case have been submitted for Docket no. 11-2195-01 and the Hi-Country HHOA has failed to provide the benefits spelled out in the July 29, 2012 Court of Appeals opinion (Page 7, Paragraph 14) which states: "That the Dansie's are, going forward entitled to the contractual rights to free water and free hook-ups unless the PSC intervenes and determines otherwise."

It has been nearly 2 years and the PSC has not determined otherwise and we are requesting the PSC to order the Utility (Hi-Country HOA) to begin providing the obligations of the well lease as ordered by the Court of Appeals in this matter. The issue has been litigated and is a Contract Matter the PSC may lack authority to change or modify District Court orders and Court of Appeals and Supreme Court orders regarding contract matter regarding ownership issues of the water system and the obligations that run with the Title to the water system as set forth in the District Court and Court of Appeals opinion and order. The well lease was an enforceable contract, neither void as against Public Policy nor unconscionable.

This is a Contract matter and has been decided by the District Court and affirmed by the Court of Appeals opinion and Supreme Court and Denied Certiorari and it is now up to the PSC to determine if it has any issues and to determine otherwise if it has authority to do so in Contract matters that are not decided by the PSC but District Court. We believe that the PSC lacks jurisdiction on this Contract matter. However, we respectfully request that the PSC review this matter and if necessary conduct hearings to determine

if they have the authority and choose to (determine otherwise).

The utilities counsel has misrepresented to the PSC for 2 years that they are going to file a Rate Case and have failed to do so and have not submitted any costs or data that would warrant a rate case (other than there hundreds of thousands of dollars in legal fees to the Hi-Country HOA for all matters they handle and (none of those costs may be allowed in a water rate case) since this real issue is a Contract matter that effects the ownership of the water system and runs with the DNA of the water system and per the orders of the District Court and Court of Appeals opinion of July 29, 2011. There is simply no reason for the PSC to defer their review of this matter until a rate case is heard in order for the PSC to determine otherwise and on what basis it may have to determine otherwise.

The Amended Memorandum Decision by the Utah Court of Appeals dated July 29, 2011 is attached as Exhibit A and the Well Lease and Water Line Extension Agreement of 1977 and the 1985 amendment to well lease and Water line Extension Agreement is attached as Exhibit B.

This is a Formal Request for Agency Action by the Utah State Public Service Commission in Docket No. 11-2195-01 and Request that the PSC order the Utility HIC-HOA to begin providing the Obligations ordered by the Utah State Court of appeals. There is no reason for further delay in the PSC in dealing with this important matter.

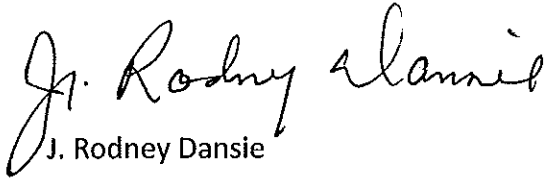
The Utility has submitted 2 proposed tariffs for water service and neither meet the requirements of a utility water company and neither have been approved and no Rates have been set.
Based on utility law and rate requirements. With regard to the Well Lease and court of appeals decision Dansies are requesting that the well lease agreement obligations be exempt from Any tariff that could at some time be approved since this Issue here is water by contract that runs with the ownership of the water system based on a quiet title order by the District Court. The Tariff for water under the well lease agreement is the Plain Language of the well lease and the orders of the District and amended Memorandum Decision in Case NO. 20090433-CA Filed July 29, 2011. There are full details that provide for delivery of water in the well lease and court of appeals decision referenced above.

The latest filing of Tariff NO. 2 is a direct violation of State Law and Commission rule since it does not allow for water to be provided as per the well lease and opinion of the Utah State Court of Appeals under contract up held by the District Court and Court of Appeals. If the PSC has authority in this matter to determine otherwise (as referenced in the court of appeals opinion then we request That Hearings be scheduled to allow the PSC to make a determination regarding the well lease and court of appeals opinion.

If you have any questions concerning the above, please feel free to contact me at your convenience. 801-254-4364

J. Rodney Dansie
7198 W. 13090 So
Herriman, Ut. 84096

Sincerely,


J. Rodney Dansie

CERTIFICATE OF SERVICE

I hereby certify that on the 6TH DAY OF JUNE, 2013¹, I served a true and correct copy of the foregoing **Hi-Country Estates Homeowners Association OBLIGATIONS TO DANSIES** causing the same to be delivered to the following

Via U.S. mail and email to:

Dennis Miller -- Legal Assistant
Division of Public Utilities
Heber M. Wells Building 4th Floor
160 E 300 S, Box 146751
Salt Lake City, UT 84114-6751
dpudatarequest@utah.gov
dennismiller@utah.gov

Via email to:

Patricia Schmid (pschmid@utah.gov)
Shauna Benvegnu-Springer (sbenvegn@utah.gov)

icsmith@smithlawonline.c...

J. Rodney Stewart
6/6/13