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**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UM 1489, UM1528, UCR 121, UCR 122, UCR 123, UCR 133, UCR 135

In the Matters of)	
)	
JUDY BEDSOLE AND FISH MILL LODGES WATER SYSTEM,)	CUSTOMER BONNIE LUCAS’ RESPONSE TO MOTION TO STAY ENFORCEMENT OF ORDER UM 1489,
Application for Abandonment of Utility and Other)	PENDING DECISION ON BEDSOLE
Above-Referenced Dockets Relating to the)	ET AL PETITION FOR REHEARING,
Operation and Maintenance of the Fish Mill Lodges)	RECONSIDERATION, AND
<u>Water System.</u>)	CLARIFICATION

Bonnie Lucas (Customer) opposes Judy Bedsole and Fishmill Lodges Water System (Petitioners) Motion to Stay Enforcement of Order UM 1489 etc. (UM 1528, UCR 121, UCR 122, UCR 123, UCR 133, UCR 135) pending a decision on Petitioners’ Petition for Rehearing Reconsideration and Clarification. I request that Petitioners’ Motion be denied.

It is unclear exactly what Petitioners are hoping to accomplish with this Motion. It is my understanding that the Orders referenced in Petitioners Motion are not Orders, but dockets. Therefore, based on the Petitioners’ Motion, there is nothing for the Commission to stay. The applicable Commission Order which allows the actions Petitioners are objecting to is Order No. 15-364. Petitioners’ Motion does not reference that Order or ask that it be stayed.

Pursuant to Order No. 15-364 entered on November 6, 2015, Summit Water Association LLC is operating and maintaining the Water System as specified in the Stipulated Agreement entered into between the parties. Summit Water Association LLC is not, and has not, been subject to regulatory oversight, so there is nothing for the PUC to release them from, and Order No. 15-364 does not purport to do so.

The Stipulated Agreement was entered into voluntarily between the parties after extensive negotiations over a period of many months. There is no unconstitutional taking involved. All transfers pursuant to the Stipulated Agreement were agreed to by Petitioners when Petitioners voluntarily signed the Stipulated Agreement. Petitioners made the transfers, not the PUC. If Order 15-364 is stayed,

1 and that stay is interpreted, as Petitioners appear to be asserting, such that Summit Water Association
2 may not use the easements previously transferred to it, and the Varenases and Durlands may not use
3 the water rights previously transferred to them, then Summit Water Association could suffer
4 irreparable harm. If a breakage should occur in the pipeline on a neighbors property, I doubt
5 Petitioners would want to fix it, and Summit Water Association would not be allowed to. This could
6 result in the Customers being out of water without a remedy. In addition, the Varenases and the
7 Durlands would be running the risk that Petitioners would apply to have its water right amended to
8 delete the water rights assigned to the Varenas and Durland properties, which would be a problem.

9 Petitioners motion to Stay the Order as written is ineffective and should be denied If the
10 Commission reads the Motion as requesting instead to stay Order 15-364, then while Petitioners are
11 unilaterally attempting to reopen negotiations on matters that have already been settled, Summit Water
12 Association and its customers may suffer irreparable harm. If the Stay is denied and Petitioners
13 ultimately prevail on their Petition, the property can simply be conveyed back to Petitioners. Denying
14 the Petitioners' Motion to Stay the Order will ensure that the Summit Water Association can operate
15 the Water System properly in the meantime.

16 Respectfully submitted,

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18 
19 Bonnie Lucas
Customer Intervenor

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