

DEPARTMENT OF PUBLIC SERVICE REGULATION
BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MONTANA

IN THE MATTER OF the Complaint)	REGULATORY DIVISION
of SHOSHONE CONDOMINIUM)	
HOTEL)	DOCKET NO. D2013.9.71
OWNERS ASSOCIATION, a Montana)	
)	
Facility Complainant,)	
)	
v.)	
)	
ABACO ENERGY SERVICES, LLC)	
a North Dakota Limited)	
)	
Company, Defendant.)	

SHOSHONE CONDOMINIUM HOTEL OWNER'S
ASSOCIATION'S ANSWERS TO DATA REQUESTS
PSC-014 THROUGH PSC-018
OF THE MONTANA PUBLIC SERVICE COMMISSION

PSC-014

Regarding: Relationship between ABACO, Boyne, and Shoshone.
Witness: NA

- a. Please describe the pass through relationship of propane products and services between Boyne, USA, Shoshone Condominium Hotel Owner's Association ("Shoshone"), and your members.
- b. Please explain any difference in price charged for propane products and services to Shoshone by Boyne and to your members by Shoshone, *i.e.* whether there is a markup in price imposed by Shoshone upon your members.

RESPONSE: Boyne was contracted by the SCHOA to purchase gas and other services on behalf of the SCHOA and the annual contract negotiated by Boyne was to be in the SCHOA's name. (See SCHOA Management Contract with Boyne). Boyne bills the SCHOA using ABACO's statements based on a calculated percentage of propane the SCHOA's boilers use. Individual owners are not billed for the propane they use by either Boyne or the SCHOA.

The calculated percentage Boyne bills the SCHOA is applied directly to the ABACO Invoice based on a meter measuring only propane being used by the SCHOA's boilers. (See ABACO Invoice Exhibit 1-2 on attached CD). The invoice includes the cost of propane plus what fees and maintenance cost ABACO applies to the invoice. ABACO's distribution and O&M are not broken out on the invoice they send to Boyne. The additional charges ABACO applies to the invoice for Distribution and O&M are intended to be a straight pass through cost with no additional mark-ups by Boyne. (See Barb's email stating distribution and O&M are ABACO's costs sent previously). See Exhibit 1-1 and 1-5 on attached CD.

Exhibit PSC 14-1 is a bill history of ABACO propane bills from Boyne at the Shoshone propane meter. It correlates directly with some of the bills of ABACO (Exhibit 1-2) and Exhibit 12-1 (bills from Boyne) after Boyne quit as Property Manager. See attached CD

SCHOA reserves the right to amend this response as it has submitted discovery to the other parties to this proceeding about this request.

PSC-015

Regarding: Individual Propane Storage Tanks &
Bottles Witness: NA

- a. Please explain to what extent property owners in the Big Sky Ski Resort area are free to install their own propane storage tanks.
- b. Please describe any restrictive covenants or other property limitations that may govern Boyne's relationship with Shoshone.

RESPONSE:

(a) SCHOA believes Boyne maintains that it recorded amended covenants that prohibit property owners from keeping and storing propane tanks on property within Big Sky Mountain Village subdivision.

(b) In addition to in addition to the amended covenants relating to Mountain Village Subdivision Boyne recorded in the development of the Shoshone Condominium Hotel two additional documents, the Shoshone Declaration, which was amended and the Shoshone Bylaws. Those are located on the Shoshone's web page at www.theshoshone.com/documents.

(c) See Exhibit 14-1 which is a portion of the protective covenants on attached CD.

SCHOA reserves the right to amend this response as it has submitted discovery to the other parties to this proceeding about this request.

PSC-016

Regarding: Boyne's Agreement to Provide Propane Service with Shoshone. Witness: NA

Please provide this agreement and any associated documents .

RESPONSE: The Management Agreements with Boyne provided, in part, that Boyne as agent shall enter into contracts for water, electricity, gas, snow plowing, elevator maintenance, equipment maintenance and repairs, telephone, supplies and other necessary services. All such contracts and orders SHALL BE IN THE NAME OF THE ASSOCIATION and shall be subject to the limitation set forth in ¶(b) of the Articles. In each instance, when taking bids or issuing purchase orders the Agent (Boyne) shall always act at all times in best interest of the Association but the Agent shall not be

required to always obtain the lowest price available for the service or commodity purchases pursuant to this Agreement, if there are extenuating circumstances that did take such action and is approved by the Board.

Copies of the Management Agreement of 2007 and of 1998 are located on the Shoshone webpage. www.theshoshone.com. They are also attached as Exhibit 15-1 and 15-2 on attached CD.

SCHOA reserves the right to amend this response as it has submitted discovery to the other parties to this proceeding about this request.

PSC-017

Regarding: Shoshone's Agreement to Provide Propane Service with your members. Witness: NA

If such an agreement exists, please provide this agreement and any associated documents.

RESPONSE: The SCHOA does not provide propane service to the unit owners. The propane is converted at the SCHOA's Boiler to heat and the heat is provided to the units owned by its members. There is a very small amount of propane that goes to each unit to light fireplaces.

SCHOA reserves the right to amend this response as it has submitted discovery to the other parties to this proceeding about this request.

PSC-018

Regarding:
Litigation
Witness:
NA

Please describe any ongoing litigation, other than what is occurring at the Montana Public Service Commission, involving ABACO, Boyne or Shoshone and the current status of said litigation.

RESPONSE: There exists in the Montana Eighteenth Judicial District, Gallatin County a litigation entitled Shoshone Condominium Hotel Owners Association, a Montana Corporation v. Boyne USA, Inc. Defendant Claim No. DV-13-62C. Boyne has filed a counterclaim against SCHOA. Both the SCHOA claims against Boyne and Boyne's counterclaims against SCHOA involve the following general areas: The interpretation under various condominium and recorded covenant documents of the use, ownership and access of common elements such as utility rooms, loading docks, boiler rooms, stairways, linen closets and other appurtenances; whether or not Boyne has fairly charged SCHOA over many past years for electricity, propane, trash, television and phone service. The dispute regarding propane involves whether issues such as, but not limited to, whether or not Boyne was charging the Association for Boyne's own facility heating such as the Huntley, snow melting concrete and flat work and Boyne's swimming pools; Whether or not Boyne owes the Association for money paid by the Association while Boyne overcharged or whether the Association owes Boyne money it is holding because of the overcharging; Whether Boyne exercised proper management duties, functions and responsibilities when it acted both as the property manager of SCHOA from SCHOA's commencement in 1998 until Boyne terminated the relationship in 2012. This includes issues but not limited to: whether there was full disclosure by Boyne's representatives of the transactions conducted by Boyne while it was managing the SCHOA. A claim of constructive fraud is made against Boyne, in part, Boyne's representatives were sitting on the Board of Directors of SCHOA at various times and made decisions injurious to the SCHOA. A copy of the SCHOA's Amended Complaint against Boyne is on SCHOA's website www.theshoshone.com.

The status is that Discovery is continuing in the case and Discovery is scheduled to close on September 23, 2016.

SCHOA reserves the right to amend this response as it has submitted discovery to the other parties to this proceeding about this request.

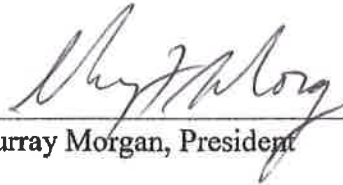
LANDOE, BROWN, PLANALP & REIDA



J. Robert Planalp Attorney for SCHOA

Dated this 28 day of January, 2016.

SHOSHONE CONDOMINIUM HOTEL OWNERS ASSOCIATION

By 
Murray Morgan, President

VERIFICATION

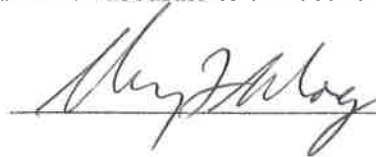
STATE OF FLORIDA

:SS

County of DUVAL


Murray Morgan, being first duly sworn upon oath, deposes and says as follows:

1. That he has read the foregoing Responses to PSC's First Data Requests, and the information contained therein is true and accurate to the best of his knowledge and belief.



SUBSCRIBED AND SWORN to before me on this 28 day of January, 2016.




Notary Public for the State of FLORIDA
Printed Name CYPRIANNA WILLIAMS
Residing at 13075 MAIN STREET NORTH JACKSONVILLE 71
My commission expires: OCT. 22 2019 32218

CERTIFICATE OF SERVICE

I hereby certify that on the 1st day of February, 2016, a true and correct copy of the foregoing was this day served as follows:

Will Rosquist
Justin Kraske
Jeremiah Langston
Public Service Commission
1701 Prospect Ave.
P.O. Box 202601
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- E-Filed
- E-Mail
- Hand Delivered
- First Class Mail
- Overnight

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