

FULLER & BECK LAW OFFICES, PLLC.
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Via Facsimile and U.S. Mail

March 3, 2022

Idaho Public Utilities Commission
P.O. Box 83720
Boise, ID 83720-0074
Fax: 208-334-3762

Re: *Sunnyside Park Utilities, Inc., v. Sorrells*

Dear IPUC:

Attached you will find a Notice of Intent to Terminate Services, which is being sent on behalf of our client, Sunnyside Park Utilities, Inc., to its customer, Donald Sorrells. A copy of this Notice is being sent to IPUC pursuant to IDAPA 31.21.01.605, as the customer is located in an industrial zone. We anticipate that Mr. Sorrells will be filing a complaint with the IPUC.

Very truly yours,

FULLER & BECK

/s/ Paul L. Fuller

Paul L. Fuller
Attorney at Law

c: client

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IDAHO PUBLIC UTILITIES COMMISSION

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NOTICE OF INTENT TO TERMINATE SERVICE

Via E-mail

March 3, 2022

Paul B. Rippel
Austin O. Allen
HOPKINS RODEN CROCKETT
HANSEN & HOOPES, PLLC
428 Park Ave.
Idaho Falls, ID 83402
paulrippel@hopkinsroden.com
austinallen@hopkinsroden.com

Donald Sorrells
3341 N. Emperor
Fresno, CA 93737

3887 S. American Way, Unit 'A'
Idaho Falls, ID 83402

RE: Our Client: Sunnyside Park Utilities, Inc.
Your Client: Don Sorrells

Dear Counsel,

Pursuant to the Memorandum Decision on Respondent's Motion to Dismiss, entered March 2, 2022, the Court determined that jurisdiction regarding your client's violations of IDAPA 31.21.01.602.01 must be first addressed by the Idaho Public Utility Commission ("IPUC"), however the Court has jurisdiction regarding your client's violation of Sunnyside Park Utilities' Rules and Regulations for Sewer Service. Based on this decision, Sunnyside Park Utilities, Inc. hereby provides notice of intent to terminate water service pursuant to IDAPA 31.21.01.300, et. seq.

Service will be terminated based upon Mr. Sorrells' violations of the following provisions:

1. IDAPA 31.21.01.302.01(d) - At the time of initial connection, Sunnyside Park Utilities, Inc. ("SPU") was informed that service to the property would only include connections for two restrooms. It has since been determined that this information was materially false, in that additional connections were made, including connections for washer/dryer, connection for RV use, and additional water hydrants located throughout the property.
2. IDAPA 31.21.01.302.01(e) – The customer has denied or willfully prevented access to SPU's water meter by placing a lock on the meter and by providing written communication that anyone entering the property would be removed by force.
3. IDAPA 31.21.01.302.01(f) – SPU has determined that the customer has been and is currently willfully wasting water provided through improper equipment. The customer has continually utilized a defective toilet, and water flows indicate that there is a leak in the customer's system, which customer refuses or has otherwise failed to remedy.
4. IDAPA 31.21.01.303.03 or 602.03 – Water services provided by SPU have been diverted and used by Mr. Sorrells without SPU authorization by adding additional water lines to buildings located on the property.

Service will be terminated on or after March 10, 2022. At time of termination, SPU will take a water meter reading in order to calculate final payment amount and will turn off the water supply at the curb stop. Any attempt by Mr. Sorrells or his tenants or agents to restart the water without prior authorization from SPU will be treated as a theft of services and will be reported to local authorities. SPU will take additional steps to ensure that future theft of water will not occur.

Pursuant to IDPA 31.21.01.305.01(b), Mr. Sorrells may avoid termination by doing the following:

1. Removing all unauthorized plumbing and providing proof satisfactory to SPU that the only water lines are located in the two restrooms as originally authorized by SPU.
2. Removing the lock on the water meter and providing adequate written assurance that customer and his tenants and agents will no longer interfere with water meter.
3. Providing written verification from an SPU approved plumber that all leaks have been repaired and that the water system is functioning consistent with all applicable statutes, codes and regulations.
4. Establishing monitoring protocols, approved by SPU, which will provide assurance that future violations will not occur or will be discovered and repaired promptly. This must include, but not limited to, providing daily monitoring by Mr. Sorrells (or a designated agent(s)) and reporting to SPU daily. These monitoring protocols will be utilized until such time as SPU believes there is no longer a need for monitoring.
5. Payment of all the fees and costs incurred by SPU in addressing Mr. Sorrells' violations. An amount will be calculated and provided upon request. **SPU is willing to make payment arrangements.**

Pursuant to IDAPA 31.21.01.305.01(d), an informal or formal complaint concerning termination may be filed with SPU or the Idaho Public Utility Commission, and service will not be terminated on the ground relating to this dispute between the customer and the utility before resolution of the complaint. SPU can be reached through our office, and the IPUC may be reached at the following address/phone number:

P.O. Box 83720
Boise, ID 83720-0074

11331 W. Chinden Blvd. Building 8, Suite 201-A
Boise, ID 83714

Phone: 208.334.0300

In the event Mr. Sorrells' files a complaint directly with the Commission, it is requested that a copy of such complaint be provided to our office to prevent termination pending resolution of the complaint.

For purposes of termination, partial payments will be applied toward utility service charges first, unless Mr. Sorrells request otherwise. Charges for non-utility services cannot be used as a basis for termination.

Given that Mr. Sorrell's violations do not involve a residential customer the notice requirements of IDAPA 31.21.01.305(c) is not applicable.

In order to comply with the requirements of IDAPA 31.21.01.304.01, this notice will also be mailed directly to Mr. Sorrells as customer of Sunnyside Park Utilities, Inc.

SPU intends to continue to pursue its claims as allowed by the District Court's decision.

Very truly yours,

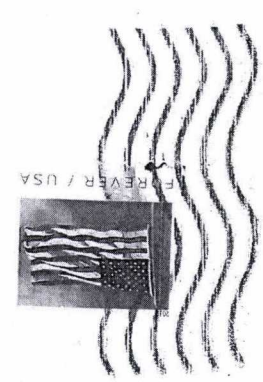
/s/ Paul L. Fuller

Paul L. Fuller
Attorney for Sunnyside Park Utilities, Inc.

Cc: IPUC

LAW OFFICES OF
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IDAHO FALLS, IDAHO 83405-0935

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