

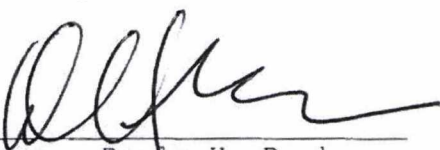
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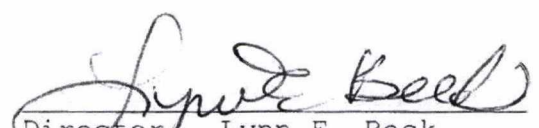
IDAHO PUBLIC UTILITIES COMMISSION

WAIVER OF NOTICE OF THE
SPECIAL MEETING OF THE BOARD OF DIRECTORS OF
SUNNYSIDE PARK UTILITIES, INC.

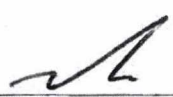
The undersigned, being the directors of Sunnyside Park Utilities, Inc., an Idaho Non-Profit Corporation, do hereby waive any and all notice of the time and place of a special meeting of the board of directors of Sunnyside Park Utilities, Inc., and do hereby agree to hold such meeting on the 30 day of June, 2022, at the hour of 10:00 o'clock A.m., at the office of the corporation, Idaho Falls, Idaho, for the purpose of transacting all business which may be brought before the meeting.



Director - Doyle H. Beck



Director - Lynn E. Beck



Director - Mark Beck

**MINUTES OF SPECIAL MEETING
OF THE BOARD OF DIRECTORS
OF SUNNYSIDE PARK UTILITIES, INC.**

The special meeting of the board of directors was held at the office of the corporation, the 30 day of July, 2022, at 10:00 o'clock A.m. pursuant to Waiver of Notice signed by the Directors.

The Secretary is expected to file a Waiver of Notice and the Minutes of the Meeting. There was present Doyle H. Beck, Lynn E. Beck, and Mark Beck constituting all of the Directors. Doyle H. Beck, the president, presided; and Craig Beck, the secretary recorded.

The first matter to come before the meeting was the proposed adoption of Rules and Regulations governing water service. After discussion and review of the proposed Rules and Regulations, a copy of which is attached hereto, and upon motion duly made, the Corporation agreed to adopt the attached General Rules & Regulations for Water Service.

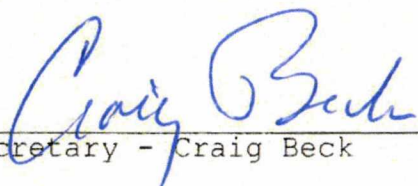
The next matter to come before the meeting was the proposed adoption of a Rate Schedule. After discussion and review of the proposed Rate Schedule, a copy of which is attached hereto, and upon motion duly made, the Corporation agreed to adopt the attached Rate Schedule.

The following items were discussed:

NONE

There was no further business and upon motion duly made, seconded and carried unanimously, the meeting was adjourned.

DATED this 30 day of July, 2022.


Secretary - Craig Beck

Sunnyside Park Utilities, Inc.

Utility Rates:

Water first 12,000 gallons	\$22.00 per month
Over 12,000 gallons	\$.67 per 1000 gallon
Sewer Service	\$24.00 per month

Please note: Non metered users that are determined to have use in excess of 12,000 gallons per month will be required to have a meter installed at the users' expense.

Hookup fees:	Water \$800.00	Sewer \$1,000.00
Reconnection Charge during normal business hours	\$30.00 each occurrence	
Reconnection Charge for times outside of business hours	\$60.00 each occurrence	

Customer Requested Service Calls:

During normal business hours	\$30.00 each occurrence
Other than normal business hours	\$60.00 each occurrence

Service call charges will be waived if the service call results in repair to the company's equipment through no fault of the customer.

Returned Check Charge: In the event a customer's check is returned by the Company's bank for any reason, the Company will charge the customer's account a reprocessing fee of \$40.00.

Shut off at customer's request:

During normal business hours	\$20.00 each occurrence
Before or after normal business hours	\$40.00 each occurrence
Field Service Charge	\$65.00 per hour
Late Payment Charge	18% per annum or 1.5% Monthly

Normal business hours are defined by the company as:

Monday through Friday, 8:00 am – 5:00 pm, except holidays

Please contact us at 208-529-9891 for connect, disconnect or any issues concerning water or sewer connection. After hours contact 208-589-2326.

**GENERAL RULES & REGULATIONS
FOR WATER SERVICE
Sunnyside Park Utilities, Inc.**

1. GENERAL

- 1.1 The Customer, in receiving water service, and the Company, in providing water service, shall both agree to abide by these rules and regulations.
- 1.2 These Rules are being adopted pursuant to Section 6 of the Third Party Beneficiary Agreement, dated April 16, 2002, and are binding upon all owners and occupants of any building, or other improvement constructed or located upon such property and the user or consumer of any water supply service.

2. DEFINITIONS

- 2.1 Applicant - a potential customer (person, business or government agency) applying for service to the Company.
 - 2.2 Billing Period - the period of time between bills from the Company for normal services rendered.
 - 2.3 Commodity Charge - a recurring charge based only on the quantity of water used.
 - 2.4 Company - Sunnyside Park Utilities, Inc.
 - 2.5 Connection or Hookup Fee - a non-recurring charge paid by a Customer requesting service for partial or full recovery of the Company's cost of providing a new service connection.
 - 2.6 Customer - a person, business or government agency responsible for paying bills and complying with the rules and regulations of the company.
 - 2.7 Customer Charge - a recurring fixed charge to recover a portion of the cost of meter reading and billing.
 - 2.8 Fixed or Flat Rate - a recurring charge of a fixed amount, usually in an unmetered system.
 - 2.9 Late Payment Charge - the non-recurring charge levied against any delinquent balance.
 - 2.10 Minimum Charge - the minimum recurring charge for a billing period that may or may not include a specified quantity of water.
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- 2.11 Non-recurring Charges – the charges that are not regularly assessed each billing period.
 - 2.12 Premises – the Customer's property including out buildings which are normally located on one lot or parcel of ground.
 - 2.13 Rate Schedule - the schedules of all recurring and non-recurring charges of the Company.
 - 2.14 Reconnection Charge – the charge paid by a Customer to the Company to restore service after disconnection.
 - 2.15 Recurring Charges – the charges that are assessed each billing period.

3. SERVICE FOR NEW CUSTOMERS

- 3.1 The Company shall furnish service to applicants within its certificated service area in accordance with the rate schedule and the rules and regulations.
 - 3.2 Applicants for water service will be required to sign a standard form of service application.
 - 3.3 The Company shall not be obligated to provide service at a service location until any required deposit has been received by the Company
 - 3.4 Special contracts may be required where large investments in special facilities are necessary to provide the requested service. The Company may require contribution toward such investment and establish such minimum charges as are deemed necessary
 - 3.5 The Company reserves the right to place limitations on the amount and character of water service it will supply and to refuse service if, in its opinion:
 - a. the Company is required to refuse or limit service by statute, regulation or regulatory authorities having jurisdiction over the Company;
 - b. the requested service installation is of larger size than is necessary to properly serve the premises;
 - c. the permanency of the building, structure, or institution requesting to be served is such that the Company's investment in such service is jeopardized;
 - d. the depth of the applicant's service line is less than the minimum depth required for frost protection;
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- e. the applicants' proposed service, main or other appurtenance does not conform to good engineering design or meet the standard specifications of the Company; or
 - f. if the applicant refuses to agree to abide by the rules and regulations of the Company.

If the Company denies service to an applicant for any reason, it shall immediately provide the applicant with a written explanation of its decision.

4. RATES

- 4.1 Rates charged for water service and supply shall be those published by the Company in the rate schedule.
- 4.2 Any change in the rate schedule shall occur pursuant to the terms of Section 7 of the Third Party Beneficiary Agreement, dated April 16, 2002.

5 BILLING AND PAYMENT

- 5.1 All Customers shall be billed on a regular basis as identified on the applicable rate schedule.
 - 5.2 If the system is metered, the Company shall try to read the meters prior to each billing unless specified differently on the applicable rate schedule. If the Company's meter reader is unable to gain access to the premises to read the meter, or in the event the meter fails to register, the Company will estimate the Customer's water consumption for the current billing period based on known consumption for a prior similar period or average of several periods. Subsequent readings will automatically adjust for differences between estimated and actual. Bills based on estimated consumption shall be clearly marked as "estimated".
 - 5.3 All bills shall clearly indicate the balance due, and shall be due and payable no less than 15 days after the date rendered. All bills not paid by due date may be considered delinquent and service may be disconnected subject to the provisions of Exhibit A.
 - 5.4 A Late Payment Charge may be levied against any delinquent account. All payments received by the next billing date shall be applied to the Customer's account prior to calculating the Late Payment Charge.
 - 5.5 The minimum bill or customer charge shall apply when service is provided for less than one month.
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- 5.6 Owners of premises with one or more condominiums, buildings, stores, apartments or any other divisions of like or similar character, all of which are served from one (1) service connection are responsible for the entire water charges for each division or unit. If the owner desires to cease being responsible for water bills for such places and desires that the occupant of each division will be responsible for her or her respective bill, such transfer of responsibility will not be accepted or recognized by the Company until the plumbing arrangements of the building or premises are so changed by the owner or his or her agent as to permit the Company, to its satisfaction, to serve and meter each division or occupant separately from the other occupants in the same building.
- 5.7 Accounts shall be continued and water bills rendered regularly until the Company has been duly notified to discontinue service.

6 METERING (If Applicable)

- 6.1 Meters may be installed by the Company near the Customer's property line or at any other reasonable location on the Customer's premises that is mutually agreed upon.
- 6.2 The Company's representative shall be given access to the Customer's premises at all reasonable hours for the purpose of obtaining meter readings. In the event of recurring inaccessibility, the Company may, at its option and after notifying the customer, relocate its metering equipment at the Customer's expense or terminate services as provided in Exhibit A.
- 6.3 The Company shall be responsible for the maintenance of its metering equipment. Meters are considered to be sufficiently accurate if tests indicate that meter accuracy is within ± 2 percent. When for any reason a meter fails to register within these limits of accuracy, the Customer's use of water shall be estimated on the basis of available data and charges shall be adjusted accordingly. Corrected bills shall then be sent out to the customer, together with any additional payment or refund.
- 6.4 At the Company's discretion, un-metered Customers may be converted to metered service if such transition occurs in a planned, systematic manner without unreasonable discriminations and if the Company has an approved metered rate.
- 6.5 The Company will have the right to set meters or other devices without notice to the Customer for the detection and prevention of fraud.
- 6.6 In any building where the meter is to be installed in the building, the incoming water pipe must enter at least sixteen (16) inches from the riser in order that a meter can be set in a horizontal
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position. All pipes to the different parts of the building or grounds must lead from the riser at least one (1) foot above the elbow.

7 CUSTOMER PLUMBING AND APPLIANCES

- 7.1 All plumbing, piping, fixtures and appliances on the Customer's side of the service connection will be installed and maintained under the responsibility and at the expense of the Customer or owner of the premises.
 - 7.2 The plumbing, piping, fixtures and appliances shall be maintained in conformity with all municipal, state and federal requirements. The nature and condition of this plumbing, piping and equipment will be such as not to endanger life or property, interfere with service to other Customers, waste water or permit those with metered services to divert system water without meter registration.
 - 7.3 A stop-and-waste valve will be installed on the Customer's plumbing in a place always accessible and so located as to permit shutting off the water for the entire premises with the least possible delay. Any change in the current location of the valves shall require prior written authorization from the Utility, which shall not be unreasonable withheld. Any cost to relocate the valves shall be the responsibility of the Customer requesting the relocation.
 - 7.4 All persons having boilers, water tanks or other equipment supplied by direct pressure from the Company's mains should install a pressure relief valve, or other device to serve the same purpose, so as to prevent excess pressure from forcing hot water and/or steam back into the water meter and mains of the Company. All damage to the Company's property resulting from the failure to properly equip plumbing with a relief valve will be billed to the Customer.
 - 7.5 The Company is not obligated to perform any service whatever in locating leaks or other trouble with the customer's piping. Any costs or fees incurred by the Company in locating any leak or other problem shall be billed to the Customer where the leak or problem is located.
 - 7.6 An approved backflow prevention device shall be installed at the service connection. Water service for either stand-by or other purposes will not be furnished until piping and connections are inspected and approved by a representative of the Company.
 - 7.7 Property owners will not be allowed to connect the water service of different properties together.
 - 7.8 All of the Customer's service pipes and fixtures must be kept in repair and protected from freezing at the Customer's expense. When there are leaking or defective pipes or fixtures, the water may be turned off at the option of the Company until the proper repairs are made. If water is turned off by the Company, Customer
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shall not turn on water without authorization from the Company, upon satisfaction that the leak or defect has been repaired, which authorization shall not be unreasonably withheld.

8 INSTALLATION OF SERVICE CONNECTIONS

- 8.1 The service connection is the property of the Company and as such, the Company is responsible for its installation and maintenance. It consists of piping, curbstop and valve or meter box and a meter, if the system is metered. The service connection transmits water from the Company's water main to a valve or meter box generally located near the Customer's property line. All piping, valves or appliances beyond this point shall be the property and responsibility of the Customer.
- 8.2 The Company reserves the right to designate the size and location of the service line, curbstop, meter (if applicable) and valve box, and the amount of space which must be left unobstructed for the installation and future maintenance and operation thereof.
- 8.3 Where a service connection is desired for premises on which there is no permanent structure, the Company will install a service connection to said premises only upon payment by the applicant of the estimated cost of said service connection. If within a period of five (5) years from the installation of said service connection a permanent structure is erected on the premises, the Company will refund, with interest, the difference between any approved new Customer charges in effect at the time of connection, and the applicant's advance.
- 8.4 The extra costs of any out-of-the-ordinary circumstances requiring additional equipment or special construction techniques involved in the installation of a service connection will be agreed to in advance by the Customer and the Company.

9 REPLACEMENT OR ENLARGEMENT OF SERVICE CONNECTION

- 9.1 Unless otherwise provided herein, the Company shall replace or enlarge service connections at its own expense as follows:
 - a. whenever it is necessary to change the location of any service connection due to relocation or abandonment of the Company's mains; and,
 - b. for commercial or industrial services where the type or volume of use has changed and the enlargement will result in sufficient increase in annual revenue to justify the enlargement.
 - 9.2 The relocation, enlargement or reduction of service connections for the convenience of the Customer will be at the expense of the Customer. Prior to such relocation, enlargement or reduction, the
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Customer will deposit the estimated cost thereof with the Company. Within fifteen (15) days, a refund will be made to the Customer in the amount by which the estimated cost exceeds the actual cost. The amount by which the actual cost exceeds the estimated cost will be due and payable within fifteen (15) days after billing for such deficiency.

- 9.3 Enlargement of any service connection will be made only after such time as the Customer's plumbing inside Customer's premises has been enlarged sufficiently to accommodate the additional capacity.

10 DISCONNECTION AND RECONNECTION OF SERVICE

- 10.1 When a Customer desires to discontinue service Customer shall give notice to the Company at least two (2) days in advance and be responsible for all water consumed for the two (2) days after the date of such notice.
- 10.2 The Company shall discontinue a Customer's service on an involuntary basis only in accordance with Exhibit A.
- 10.3 When it becomes necessary for the Company to involuntarily discontinue water service to a Customer, service shall be reconnected only after all bills for service then due have been paid and any satisfactory corrective action/arrangements have been made.
- 10.4 A reconnection fee may be charged each time a Customer is disconnected, either voluntarily or involuntarily, and reconnected at the same premises. The reconnection fee will be paid before service is restored. Reconnection fees shall not be charged for any situation or circumstance in which the Customer's water supply is disconnected by the Company for its convenience.
- 10.5 The Company reserves the right at any time, upon notice, to shut off the water for maintenance or expansion and, in emergencies, may do so without notice. The Company shall at all times use reasonable diligence and care to prevent interruption of said water service.
- 10.6 Except in the case of an emergency, no one, except an authorized Company representative, shall turn on or turn off the water on the Company's side of the service connection.

11 MISCELLANEOUS

- 11.1 No Customer shall permit any person from another premises to take water from Customer's water service or tap for more than (1) week without the written permission and consent of the Company.
- 11.2 No person acting either on his or her own behalf or an agent of any person, firm, corporation, or municipality not authorized by the
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Company shall take any water from any fire hydrant on the Company's system except in the case of an emergency.

- 11.3 No person shall place upon or about any hydrant, gate, box, meter, meter box or other property of the Company any building material, dirt, snow, debris, equipment or other substance so as to prevent free access at all times to the same.
- 11.4 Delivery of water under all schedules may be restricted, interrupted or curtailed at the discretion of the Company in case of shortage or threatened shortage of water.
- 11.5 No rate contract or application is assignable from one user to another, except upon agreement of all parties concerned.
- 11.6 The Company representative shall be given access to the premises of the Customer at all reasonable hours for facility water appliance inspections, obtaining meter readings, for turning on or shutting off the flow of water, and for inspecting, removing, repairing or protecting from abuse or fraud any of the property of the Company installed on the premises. Access shall be granted at all times for emergency purposes.
- 11.7 No one shall tamper or interfere with the Company's equipment or property, nor shall repairs, connections or replacements be made without the Company's written authorization.
- 11.8 Whenever an applicant desires service of a character for which there is no available service classification, a contract may be executed.
- 11.9 Copies of the Company's rates and summary of rules and regulations shall be available at the Company's office and provided to customers upon commencement of service, and annually thereafter.
- 11.10 Attached hereto as Exhibit B is a copy of the Third Party Beneficiary Agreement, entered into on April 16, 2002. Such Agreement remains in full force and effect. To the extent any of the provisions of these Rules and Regulations conflict with the Agreement, the Agreement shall control.

12 Special Provisions or Amendments

Exhibit "A" RULE 300 DENIAL AND TERMINATION OF SERVICE

Exhibit "B" Third Party Beneficiary Agreement

Exhibit "A"

DENIAL AND TERMINATION OF SERVICE AND PAYMENT ARRANGEMENT RULES

300. DEFINITIONS

01. Applicant. "Applicant" is applicants for small commercial service

02. Customer. "customer" means any person who has applied for, has been accepted by the utility, and is:

a. Receiving service from a utility; or

b. Has received service within the past ten (10) calendar days prior to termination by the utility; or

c. Has assumed responsibility for payment of service provided to another or others. If

the person receiving service is not the same person as the person assuming responsibility for payment of service, the latter is the customer for purposes of obtaining or terminating service, receiving refunds, or making changes to the account.

03. Non-Utility Service. "Non-utility service" means:

a. Service for which the Utility does not publish rates, charges, or availability of service;

b. Service for which no rate or charge is published

c. Merchandise or equipment or charges for merchandise or equipment not required as a condition of receiving utility service.

04. Written Notice. "Written notice" of the utility's intent to deny or terminate service may be mailed or otherwise delivered to the applicant, resident, occupant, or customer. Written notice may be provided by electronic mail (i.e., e-mail) if the customer is billed electronically and separately consents in writing to "opt-in" to receiving electronic notification.

301. EXPLANATION FOR DENIAL OF SERVICE TO APPLICANT (Rule 301).

01. Explanation to Applicant. If the utility intends to deny service to an applicant under Rule 302, the utility shall provide an explanation to the applicant stating the reasons for the utility's refusal to serve. The applicant shall be advised of what action(s) must be taken to receive service. In the event of a dispute, the applicant shall be advised that an informal or formal complaint concerning denial of service may be filed with the Utility.

02. Written Notice. If service is currently being provided to the premises occupied by an applicant, the utility shall provide written notice of its refusal to serve pursuant to Rule 312.

302. GROUNDS FOR DENIAL OR TERMINATION OF SERVICE WITH PRIOR NOTICE (Rule 302).

A utility may deny or terminate service to a customer or applicant without the customer's or applicant's permission, but only after adequate notice has been given in accordance with these rules, for one or more of the following reasons:

01. Failure to Pay. With respect to undisputed past due bills the customer or applicant:

- a. Failed to pay;
- b. Paid with a dishonored check; or
- c. Made an electronic payment drawn on an account with insufficient funds.

02. Failure to Make Security Deposit. The customer or applicant failed to make a security deposit or make an installment payment on a deposit where it is required.

03. Failure to Abide by Terms of Payment Arrangement. The customer or applicant failed to abide by the terms of a payment arrangement.

04. Identity Misrepresentation. The customer or applicant misrepresented the customer's or applicant's identity for the purpose of obtaining utility service.

05. Denial of Access to Meter and or Facilities serviced. The customer or applicant denied or willfully prevented the utility's access to the meter or the facilities served by the utility.

06. Willful Waste of Service. The utility determines as prescribed by relevant State or other applicable standards that the customer is willfully wasting service through improper equipment or otherwise.

07. Service to Minors. The applicant or customer is a minor not competent to contract as described in Sections 29-101 and 32-101, Idaho Code.

08. Previous Account Balance Owing. Nothing in this rule requires the utility to connect service for a customer or applicant who owes money on an existing account or from a previous account if the unpaid bill is for service provided within the past four (4) years.

303. GROUNDS FOR DENIAL OR TERMINATION OF SERVICE WITHOUT PRIOR NOTICE (Rule 303).

A utility may deny or terminate service without prior notice to the customer or applicant and without the customer's or applicant's permission for one or more of the following reasons:

01. Dangerous Conditions. A condition immediately dangerous or hazardous to life, physical safety, or property exists, or if necessary to prevent a violation of federal, state or local

safety or health codes.

02. Order to Terminate Service. The utility is ordered to terminate service by any court, the Commission, or any other duly authorized public authority.

03. Illegal Use of Service. The service is obtained, diverted or used without the authorization or knowledge of the utility.

04. Unable to Contact Customer. The utility has tried diligently to meet the notice requirements of Rule 304 but has been unsuccessful in its attempts to contact the customer affected.

304. REQUIREMENTS FOR NOTICE TO CUSTOMERS BEFORE TERMINATION OF SERVICE (Rule 304).

01. Initial Notice. If the utility intends to terminate service to a customer under Rule 302, the utility shall send to the customer written notice of termination mailed at least seven (7) calendar days before the proposed date of termination. This written notice shall contain the information required by Rule 305.

02. Final Notice. The utility may mail a final written notice to the customer at least three (3) calendar days, excluding weekends and holidays, before the proposed date of termination. Regardless of whether the utility elects to mail a written notice, at least twenty-four (24) hours before the proposed date of termination, the utility shall diligently attempt to contact the customer affected, either in person or by telephone, to advise the customer of the proposed action and steps to take to avoid or delay termination. This final notice shall contain the same information required by Rule 305.

03. Additional Notice. If service is not terminated within twenty-one (21) calendar days after the proposed termination date as specified in a written notice the utility shall again provide notice under Subsections 304.01 and 304.02 if it still intends to terminate service.

04. Failure to Pay. No additional notice of termination is required if, upon receipt of a termination notice, the customer:

- a. Makes a payment arrangement and subsequently fails to keep that arrangement;
- b. Tenders payment with a dishonored check; or
- c. Makes an electronic payment drawn on an account with insufficient funds.

305. CONTENTS OF NOTICE OF INTENT TO TERMINATE SERVICE (Rule 305).

01. Contents of Notice. The written or oral notice of intent to terminate service required by Rule 304 shall state:

- a. The reason(s), citing these rules, why service will be terminated and the proposed date of termination;
- b. Actions the customer may take to avoid termination of service;
- c. That a certificate notifying the utility of a serious illness or medical emergency in the household may delay termination as prescribed by Rule 308;
- d. That an informal or formal complaint concerning termination may be filed with the utility, and that service will not be terminated on the ground relating to the dispute between the customer and the utility before resolution of the complaint.
- e. That the utility is willing to make payment arrangements (this statement must be in bold print on written notices).
- f. That for purposes of termination, partial payments will be applied toward utility service charges first, unless the customer requests otherwise.