



Idaho Public Utilities Commission

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

Brad Little, Governor

Eric Anderson, Commissioner

John Chatburn, Commissioner

John R. Hammond, Jr., Commissioner

March 29, 2022

Via Certified Mail

Sunnyside Park Utilities, Incorporated
Mark R. Fuller
Paul L. Fuller
Fuller & Beck Law Offices, PLLC
410 Memorial Drive, Suite 201
P.O. Box 50935
Idaho Falls, Idaho 83405-0935
fullerandbeck@gmail.com

Re: Case No. GNR-U-22-03

Dear Mr. Fuller,

Enclosed, please find a Summons and Formal Complaint (which includes the Formal Complaint of Donald Sorrells ("the Complainant")) issued against Sunnyside Park Utilities in the above-mentioned case number. As directed in the Summons, you are to file a written answer or motion in defense of said Complaint with this Commission within 21 days of the service date of the Summons.

The Company should respond to Mr. Sorrells' Formal Complaint and all claims made therein. Additionally, please provide any necessary information and documentation to the Commission. Further, the Company should specifically address the points of inquiry as set forth in the Summons.

Sincerely,

Jan Noriyuki

Commission Secretary

Enclosure(s)

I:\Legal\MULTI-UTILITY\GNR-U-22-03 (Sorrells)\Summons Cover Letter_tb.docx

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

RECEIVED

2022 MAR 29 PM 4:36

IDAHO PUBLIC UTILITIES COMMISSION

DONALD SORRELLS,)
)
COMPLAINANT,)
)
vs.)
)
SUNNYSIDE PARK UTILITIES, INC.,)
)
RESPONDENT.)
)
)
)

SUMMONS

CASE NO. GNR-U-22-03

Mark R. Fuller
Paul L. Fuller
Fuller & Beck Law Offices, PLLC
410 Memorial Drive, Suite 201
P.O. Box 50935
Idaho Falls, Idaho 83405-0935
fullerandbeck@gmail.com

THE STATE OF IDAHO SENDS GREETINGS TO THE ABOVE-NAMED RESPONDENT.

YOU ARE HEREBY NOTIFIED that a Complaint has been filed with the Idaho Public Utilities Commission by the above-named Complainant; and

YOU ARE HEREBY DIRECTED to file a written answer or written motion in defense of the Complaint within twenty-one (21) days of the service date of this Summons; the answer or motion in defense should also respond to the following areas of inquiry in addition to the allegations raised by the Complaint:

1. An explanation, to include documentation, explaining the Parties' belief that the Idaho Public Utilities Commission ("Commission") has jurisdiction over this dispute. Please include the Court Order directing the Parties to file this dispute with the Commission.
2. A copy of Mr. Sorrells' contract with Sunnyside Park Utilities.
3. An explanation, to include any documentation, of why Sunnyside Park Utilities desires to terminate water service to Mr. Sorrells.

4. An explanation, to include any documentation, of how Mr. Sorrells is currently wasting water provided through improper equipment.
5. An explanation, to include any documentation, of why Sunnyside Park Utilities failed to apply for a Certificate of Convenience and Public Necessity with the Commission to deliver water to its current customers.

YOU ARE FURTHER NOTIFIED that unless you do so within the time herein specified, the Idaho Public Utilities Commission may take such action against you as is prayed for in the Complaint or as it deems appropriate under Title 61 of the *Idaho Code*.

YOU ARE FURTHER NOTIFIED that the Complainant and the Commission Staff shall have 21 days from the filing of Respondent's Answer to file any reply comments.

YOU ARE FURTHER NOTIFIED that all persons and parties shall comply with the Commission Rules of Procedure, IDAPA 31.01.01.000 et seq, and specifically Rules 41 through 43, IDAPA 31.01.01.041-.043.

WITNESS my hand and the seal of the Idaho Public Utilities Commission this 30th day of March 2022.



Jan Noriyuki
Commission Secretary

(SEAL)

MAR 09 2022

Boise, Idaho

Paul B. Rippel, Esq. ISBN 2762
Austin O. Allen, Esq. ISBN 10076
HOPKINS RODEN CROCKETT
HANSEN & HOOPES, PLLC
428 Park Avenue
Idaho Falls, ID 83402
Telephone: (208) 523-4445
Email: paulrippel@hopkinsroden.com
austinallen@hopkinsroden.com

Attorneys for Applicant Donald Sorrells

IDAHO PUBLIC UTILITIES COMMISSION

DONALD SORRELLS, an individual,

Applicant,

vs.

SUNNYSIDE PARK UTILITIES, INC., an
Idaho Corporation,

Respondent.

Case No.

FORMAL COMPLAINT

Applicant, Donald Sorrells, by and through his counsel of record, Paul B. Rippel, Esq., and Austin O. Allen, Esq., of the law firm HOPKINS RODEN CROCKETT HANSEN & HOOPES, PLLC, of Idaho Falls, Idaho, and for this Formal Complaint hereby states and alleges as follows:

1. Applicant, Donald Sorrells, is the owner of Lot 4, Block 4, Sunnyside Industrial & Professional Park, located in Bonneville County, Idaho (hereinafter “the Property”).

2. Respondent, Sunnyside Park Utilities, Inc. (hereinafter “SPU”), is an Idaho corporation organized and existing under the laws of the state of Idaho with its principal place of business in the County of Bonneville, state of Idaho. SPU provides water and sewer service to lots in Sunnyside Industrial and Professional Park, including the Property.

3. SPU is a water corporation that provides public utilities to the Property as defined under I.C. §§ 61-125 and -129.

JURISDICTION AND VENUE

4. The Idaho Public Utilities Commission (hereinafter “the IPUC”) has jurisdiction over this matter pursuant to I.C. § 61-129 as it concerns rules and regulations SPU holds itself out to be controlled by.

5. The IPUC has jurisdiction over this matter pursuant to Idaho Admin. Code r. 31.21.01.009 as it seeks an order interpreting IPUC rules and regulations as well as seeks to resolve a formal complaint filed pursuant to Idaho Admin. Code r. 31.21.01.401.

GENERAL ALLEGATIONS

6. Applicant realleges paragraphs 1 through 5 as though fully incorporated herein.

7. On or about March 3, 2022, Mr. Sorrells received a letter from SPU’s counsel notifying Mr. Sorrells of SPU’s intent to terminate water service on March 10, 2022, for allegedly violating Idaho Admin. Code r. 31.21.01.300 *et seq.* A true and correct copy of the March 3, 2022, letter is attached hereto as Exhibit A.

8. In the March 3, 2022, letter, SPU alleged that Mr. Sorrells engaged in conduct in violation of Idaho Admin. Code r. 31.21.01.300 *et seq.* as follows:

- a. "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."
- b. "As 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."
- c. "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."

9. The March 3, 2022, letter indicated that any attempt to turn water back on by Mr. Sorrells or his tenants or agents after March 10, 2022, without prior authorization from SPU would be treated as "theft of services and will be reported to

local authorities.” Ex. A, p. 1.

10. The March 3, 2022, letter indicated that Mr. Sorrells could avoid termination of water services by performing the following:

- a. “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.”
- b. “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.”
- c. “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.”
- d. “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.”
- e. “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.**” Ex. A, pp. 1-

2 (emphasis in original).

COMPLAINT TO COMMISSION
IDAPA 31.21.01.401

11. Applicant realleges paragraphs 1 through 10 as though fully incorporated herein.

12. Respondent SPU should be prohibited from terminating water services pursuant to Idaho Admin. Code r. 31.21.01.300 *et seq.*, as SPU's proffered reasons and resolutions have no basis in law or fact.

13. With regard to SPU's allegation that Mr. Sorrells is in violation of Idaho Admin. Code r. 31.21.01.302.01(d), Mr. Sorrells has not provided any information that was materially false or materially misrepresents Mr. Sorrell's "true status". SPU has not identified any information provided by Mr. Sorrells, only that it was informed by an unidentified person/entity. Mr. Sorrells has made no materially false statements or representations to SPU.

14. With regard to SPU's allegation that Mr. Sorrells is in violation of Idaho Admin. Code r. 31.21.01.302.01(e), the water meter in question is not the property of SPU, and Mr. Sorrells has not restricted SPU's access to the water meter for the purpose of obtaining readings. Mr. Sorrells purchased the water meter in question.

15. With regard to SPU's allegation that Mr. Sorrells is in violation of Idaho Admin. Code r. 31.21.01.302.01(f), Mr. Sorrells has not willfully wasted water.

16. Further, Mr. Sorrells has repeatedly fixed or caused to be fixed any toilets found to be in a defective condition.

17. SPU threatens to terminate water services without basis.

18. In addition to threatening termination of water service without basis, SPU's proposed resolution to avoid termination of services includes remedies and actions not permitted under Idaho Admin. Code r. 31.21.01.300 *et seq.*

19. With regard to the request that Mr. Sorrells "Remov[e] all unauthorized plumbing and provid[e] proof satisfactory to SPU that the only water lines are located in two restrooms as originally authorized by SPU", Mr. Sorrells did not provide any materially false information or make any material misrepresentation to SPU pertaining to his "status" with respect to alleged authorized number of restrooms. This request is without basis in fact.

20. With regard to the request that Mr. Sorrells "Remov[e] the lock on the water meter and provid[e] adequate written assurance that customer and his tenants and agents will no longer interfere with water meter", the water meter in question is the property of Mr. Sorrells, and he does not have a duty prescribed by rule, regulation, or statute that he leave his water meter unlocked.

21. With regard to the request that Mr. Sorrells "Provid[e] 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", Mr. Sorrells has already provided notice regarding repairs on alleged leaks, and the request from SPU appears designed to merely harass Mr. Sorrells.

22. With regard to the request that Mr. Sorrells "Establish[] monitoring protocols, approved by SPU" which "must include . . . providing daily monitoring by Mr. Sorrells", such a request is unduly burdensome, cumbersome, and appears designed

merely to harass Mr. Sorrells.

23. With regard to the request that Mr. Sorrells “Pay[] of all the fees and costs incurred by SPU in addressing Mr. Sorrells' violations,” such a request is without foundation or authority under Idaho Admin. Code r. 31.21.01.300 *et seq.*

PRAYER FOR RELIEF

WHEREFOR Applicant prays for relief as follows:

1. A determination that Respondent SPU is a regulated utility under the regulatory authority of the IPUC pursuant to Idaho Code Title 61 and Idaho Admin. Code r. 31.21.01. *et seq.*;
2. A determination that Applicant has not provided information that is materially false or materially misrepresents Applicant's status;
3. An interpretation of the term “access” under Idaho Admin. Code r. 31.21.01.302.01(e);
4. A determination that Applicant has not denied or willfully prevented SPU's access to the subject water meter;
5. An interpretation of the phrase “willfully wasting or interfering with service” under Idaho Admin. Code r. 31.21.01.302.01(f);
6. A determination that Applicant has not willfully wasted or interfered with water service;
7. Alternatively, a determination that any alleged violations of Idaho Admin. Code r. 31.21.01.302 have been cured or satisfied;
8. A determination that Respondent SPU lacks sufficient grounds to

terminate Applicant's water services and therefore is not authorized to terminate water services to the subject real property; and

9. Any other determinations and/or interpretations that are deemed proper and appropriate.

DATED this 9th day of March, 2022.

HOPKINS RODEN CROCKETT
HANSEN & HOOPES, PLLC

By /s/ Austin O. Allen
Austin O. Allen, Esq.
Attorneys for Donald Sorrells

FULLER & BECK LAW OFFICES, PLLC.

ATTORNEYS AT LAW

Mark R. Fuller
Paul L. Fuller
Daniel R. Beck – Of Counsel

410 Memorial Drive, Suite 201
P.O. Box 50935
Idaho Falls, Idaho 83405-0935

Telephone: (208) 524-5400
Facsimile: (208) 524-7167
Email: fullerandbeck@gmail.com

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:

EXHIBIT A

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