

AMENDED DECISION MEMORANDUM

**TO: COMMISSIONER KJELLANDER
COMMISSIONER RAPER
COMMISSIONER ANDERSON
COMMISSION SECRETARY
COMMISSION STAFF
LEGAL**

FROM: JOHN R. HAMMOND, JR. AND JOLENE BOSSARD

DATE: AUGUST 10, 2021

ROC-W-21-01

SUBJECT: FORMAL COMPLAINT OF NICOLE BURBANK AGAINST ROCKY MOUNTAIN UTILITY COMPANY, INC.

On June 1, 2021, Nicole Burbank, filed a formal complaint (“Complaint”), attached as Attachment A, against the Rocky Mountain Utility Company, Inc. (“Company”), a water corporation and public utility, alleging generally that she has never contracted with the Company for utility service and is committing fraud and extortion through its billing practices as described in more detail below. *See* Attachment A. Ms. Burbank submitted additional information to the Commission about the Complaint on July 28, 2021. *See* Attachment B.

Before filing the Complaint Ms. Burbank registered an informal complaint with the Idaho Public Utilities Commission’s consumer assistance staff (“Staff”) about the Company. Staff could not informally resolve the dispute between Ms. Burbank and the Company.

On July 21, 2021, Staff submitted a Decision Memorandum regarding Ms. Burbank’s Complaint. Staff now submits this Amended Decision Memorandum on this matter to the Commission for its consideration.

BACKGROUND

On Thursday, May 6, 2021, Blake Schaat¹ contacted Staff on behalf of Ms. Burbank submitting an informal complaint about a hand-delivered disconnection notice Ms. Burbank received from a stranger for \$877.50. *See Affidavit of Jolene Bossard* at p. 1. Mr. Schaat stated the May 6, 2021, disconnection notice stated Ms. Burbank’s water service would be disconnected within 24 hours if she did not pay the \$877.50 balance. *Id.* at Confidential Exhibit A. Mr. Schaat

¹ Ms. Burbank provided oral consent for Mr. Schaat to represent her interests for the informal complaint.

stated that Ms. Burbank thought her home was served by a well, so he did not understand why she was getting the disconnection notice. *Id.* Staff advised Mr. Schaat that Staff could request that the Company not disconnect Ms. Burbank's service *until* her informal complaint was reviewed. *Id.* On May 6, 2021, Staff emailed links to Mr. Schaat for the Rocky Mountain Utility Company Tariff ("Tariff") and the Commission's Customer Relations Rules for Gas, Electric, and Water Public Utilities ("UCRR"), IDAPA 31.21.01; specifically pointing to Rules 304 and 311. *Id.* Staff also submitted the informal complaint to the Company and requested that it not disconnect Ms. Burbank's service until the dispute could be reviewed. It is Staff's understanding that Ms. Burbank is still receiving water service from the Company. *Id.*

Staff spoke with Ms. Burbank on Thursday, May 6, 2021. *Id.* Ms. Burbank stated that she was receiving water from a well but didn't know where it was located. *Id.* Ms. Burbank represented that she was a first-time homeowner and was not well-versed in the intricacies of home ownership. *Id.* Staff informed Ms. Burbank that if it were determined she was provided water service by the Company's water system, she would have to pay for that service, but that it might be possible to work out a payment arrangement with the Company. *Id.* Staff also advised Ms. Burbank she could contact Staff by telephone if she had additional questions.

On May 10, 2021, Staff spoke with a Company representative who advised that a "new service" for Ms. Burbank's residence was established on March 20, 2020, and payments were made for water service until August 4, 2020. *Id.* The Company asserted that it sent out an invoice every month and that notices were mailed to Ms. Burbank. *Id.* The Company further advised that it had sent disconnect notices to Ms. Burbank but the Company prefers not to disconnect customers in the winter. *Id.* The Company also advised Staff that its technician recently spoke with Ms. Burbank and talked with her about disconnecting service. *Id.*

On May 10, 2021, Staff requested that the Company provide it with, 1) a copy of Ms. Burbank's last bill; 2) a copy of the Final Notice; and 3) payment and billing history for Ms. Burbank. *Id.* Staff also asked the Company whether invoices are sent to a standard mail address and if it was the same as the service address for the customer. *Id.* Staff also asked what payment arrangement the Company would propose for Ms. Burbank to pay off any past due amount. *Id.* The Company responded to Staff on the same day by providing Staff with copies of Ms. Burbank's last bill, final notice, and payment/billing history. *Id.* at Exhibit B. Ms. Burbank's billing and payment history confirms there was a "Hook up fee" of \$850 billed by the Company which does

not indicate what it is for. *Id.* This billing history also shows that the Company billed Ms. Burbank \$39.50 for water and \$58.00 for septic monthly for \$97.50 each month.² *Id.* The Company billed Ms. Burbank for these services on the same invoice. *Id.* The Company claimed that all invoices were sent to Ms. Burbank's home address. *Affidavit of Bossard* at Confidential Exhibit A. The Company also represented that it was open to payment arrangements of any kind. *Id.*

Staff forwarded the information it had received from the Company to Mr. Schaat. *Id.* Mr. Schaat responded in writing he thought there was a "big deposit" made by Ms. Burbank and that "in accordance with IPUC 101 and more specific 105 shouldn't that have been 1/6 for 1 year rates."³ *Id.* Mr. Schaat also stated that according to "Rocky Mountain Utility Rates schedule, 13.9 I noticed something about sending out annually rates and summary of rules and regulations."⁴ Staff responded in writing it did not see that that Ms. Burbank was required by the Company to make a deposit. *Id.* Rather, Staff believed that the Company had billed for a hook-up fee. *Id.* Staff noted that the Company's Commission approved tariff allowed for a \$150 water hookup fee and that according to the Company's website the total connection fees for water and sewer is \$800. See <https://rockymountainutility.com/faqs/>. However, the Company's billing history shows the Company billed \$850 to connect water and septic service for Ms. Burbank. See *Affidavit of Bossard* at Exhibit B.

On May 11, Mr. Schaat called Staff and advised that Ms. Burbank had contacted her realtor who confirmed there was not a well on her property and that her home was connected to the Company's water system. *Affidavit of Bossard* at Confidential Exhibit A. Mr. Schaat told Staff that Ms. Burbank claimed she had seen no invoices from the Company but had seen the final disconnection notice because it was hand-delivered to her. *Id.* Mr. Schaat also advised that Ms. Burbank thought she was paying Rocky Mountain Power until she realized that she did not receive service from that utility. *Id.* Mr. Schaat told Staff it believed that the Company was committing

² The Company's Commission approved Rate Schedule 1 – All customers (Residential & Commercial) provides that it charges its customers a flat rate of \$39.50 for water service.

³ Staff believes Mr. Schaat is referring to Rules 101 (Deposit Requirements) and 105 (Amount of Deposit) of the Commission's Utility Customer Relations Rules.

⁴ Section 13.9 of the Company's Tariff provides:

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 in accordance with [the Utility Customer Relations Rules] and the UCIR."

Company Tariff, Sheet 12 Revision at § 13.9.

fraud and had overcharged Ms. Burbank for water service. *Id.* Mr. Schaat also alleged that the Company was inappropriately threatening to disconnect her water service if she did not pay the combined water and sewer bill. *Id.* In response, Staff advised Mr. Schaat that the Commission does not regulate sewer/septic services. *Id.* Staff also advised Mr. Schaat that smaller companies may combine billing for water and sewer services to save money. *Id.* On the same day Mr. Schaat emailed to Staff on Ms. Burbank's behalf that asserted:

1. That Ms. Burbank's builder paid the \$850 hook-up fee but did not tell her. Ms. Burbank asserts she did not agree to be hooked into the Company's system.
2. That the Company never provided her with an itemization for the \$850 hook-up fee.
3. That the Company never sent her invoices for services.
4. That the Company's billing information Ms. Burbank received from Staff was "a mess" and did not comply with "IDAPA 31".
5. That Ms. Burbank has never seen "a terms of agreement or even an annual agreement of the water, per IPUC."
6. That Ms. Burbank has a septic system and must pump and maintain it at her own cost. Ms. Burbank contends she is not receiving septic services from the Company but that the Company is overbilling her for water service by adding a line item on her bill for septic.
7. That the Company uses its billing for septic service charges to increase its charges for water service without going to the Commission to ask for a rate increase.
8. There are no meters for water or septic service.
9. That the Company is threatening to shut off her water service if she does not pay for septic service.

Id. Mr. Schaat asserts in this correspondence that Ms. Burbank is owed a credit or refund and this "would be accurate when you take inconsideration [sic] the 'deposit'". *Id.* Mr. Schaat also stated that "Ms. Burbank did not pay the outrageous 'hook up fee' or 'deposit' for the water. *Id.*

On May 13, 2021, Staff requested that the Company itemize charges for water and septic/sewer service since the Commission does not regulate the latter. *Id.* Staff also asked the Company how its septic/sewer service works. *Id.* The Company advised that the customer has a holding tank where the waste from a home goes to. *Id.* From the holding tank the waste goes to

the sewer system and moves to a treatment facility. *Id.* The Company also advised that customers must pump the holding tanks out about every 5 years to remove solid waste. *Id.* On this same date Staff communicated with Mr. Schaat it had separated the Company's charges for water and sewer service. *Id.* Based on information provided to it by the Company, Staff advised Mr. Schaat it believed Ms. Burbank owed the Company \$395.00 for water service as of that date. *Id.* Staff further advised:

- The Company does not charge customers a "deposit" for connecting to its water system. Staff advised there was a line item for an \$850 combined water/sewer hookup fee. Staff stated that it believed that \$150 was for the water service connection, the amount authorized in the Company's Tariff.
- The Company's invoices showed it was charging Ms. Burbank \$39.50 a month for water service which was the amount it could charge by its Tariff.
- There was no water meter, thus the unmetered, flat monthly fee of \$39.50.
- Staff could not determine whether Ms. Burbank had received invoices from the Company. However, Staff noted that the Company's last invoice contained the same address that Ms. Burbank had provided to Staff.
- The Company's invoices sent to Staff met the requirements of Rule 201.01(a-j) of the Commission's Utility Customer Relations Rules.
- Last, Staff advised that if Ms. Burbank was unsatisfied with Staff's position, she (either herself or through a licensed attorney) could file a formal complaint with the Commission.

On May 14, 2021, Mr. Schaat responded in writing to Staff representing that Ms. Burbank believed the Company has and is continuing to overbill her every month by \$58.00 (the charges for septic service). Mr. Schaat argued that the "initial deposit was \$850 plus the first months [sic] bill of \$97.50, totaling \$947.50" which exceeds the amount allowed for a deposit according to the Commission's Rules. Mr. Schaat further asserted that the \$58.00 charge for sewer, in addition to the \$39.50 for water service is also a violation of the Commission's Rules and the Company's Tariff. Mr. Schaat advised that Ms. Burbank would be filing a formal complaint asserting numerous grounds.

On May 17, 2021, the Company advised Staff it sent Ms. Burbank "New Customer Letters" on March 23, 2020. The Company sent these documents to Staff which included a request

for contact information for the customer, new customer letter, and a septic explanation. *Affidavit of Bossard* at Exhibit C. Staff forwarded these documents to Mr. Schaat on May 17, 2021. On the same day Mr. Schaat responded that Ms. Burbank claimed to not have received the “New Customer Letters”. *See Affidavit of Bossard* at Confidential Exhibit A.

In late May 2021, Staff advised the Company and Mr. Schaat it believed it had done all it could to resolve the dispute between Ms. Burbank and the Company. *Id.* Staff further advised Mr. Schaat it believed Ms. Burbank owed the Company \$395.00 for water service.⁵ *Id.* As a result, Staff advised Mr. Schaat it was closing its investigation into Ms. Burbank’s informal complaint. Staff again advised Mr. Schaat that if Ms. Burbank was dissatisfied with Staff’s position, she could file a formal complaint with the Commission. *Id.* Upon learning that Staff had closed its investigation of the informal complaint, the Company advised Staff it would be sending out a new disconnection notice to Ms. Burbank on May 24, 2021.

FORMAL COMPLAINT

In Ms. Burbank’s May 25, 2021, Complaint, she alleges the Company has engaged in acts of fraud and extortion on her and “over a hundred residents in her subdivision.” See Attachment A. Ms. Burbank asserts that the Company failed to give her a “*Terms of Agreement or Contract*” for water service. *Id.* Ms. Burbank further asserts that the Company has never given her any written contractual agreement for water service. *Id.* Ms. Burbank claims that her builder hooked into the Company’s water system without giving her notice and due to confusion “moneys were paid to [the Company]”. *Id.* Ms. Burbank also represents she has not received invoices from the Company. *Id.* Ms. Burbank states she received copies of Company invoices through her communications with Staff. *Id.* Ms. Burbank states these invoices were a “mess” and wrongly labeled. *Id.* Ms. Burbank claims that the Company billed her a customer deposit but labeled it as a hook-up fee so it would not violate the UCRR. *Id.* Ms. Burbank also alleges that the Company violated the UCRR by basing the deposit on her sex, marital status, and children.⁶ *Id.* Ms. Burbank also alleges that the Company increased her water bill every month and added multiple line items to it without approval from the Commission. *Id.* Ms. Burbank asserts that one of these line items is for “septic”. *Id.* Ms. Burbank asserts the Company has used the nonpayment of these inappropriate line items to threaten to shut off water service to her residence. *Id.*

⁵ The Company has not charged any late fees for the alleged past due balance for water service.

⁶ No specific facts are given to support this allegation.

Ms. Burbank asserts that the Company has violated its Commission approved tariff by increasing the cost for water service “by adding line items in the water (utility) bill and that this violates the Commission’s rules and procedures. *Id.* Ms. Burbank also asserts that the Company’s billing practices, and actions have violated the following Utility Customer Relations Rules: 201.01(a-i), 202.01, 203.01-.03 and 206.01 through 207. *Id.*

Ms. Burbank also asserts that the Company has overcharged her for a customer deposit in the amount of \$850.00 and then billed her \$97.50 in the same month. *Id.* Ms. Burbank also asserts that the Company has wrongfully charged her \$58.00 monthly. Ms. Burbank also asserts that the Company violated Rule 109.02 because the Company created “NEW” documents. *Id.* Ms. Burbank argues the Company’s billing practices do not comply with the Commission’s rules. Ms. Burbank alleges that the Company has not disclosed the terms and conditions for water usage to her. *Id.* Ms. Burbank also argues that she does not have a meter on her property for water usage or for water pressure and that “[n]o one has investigated the water pressure to this day.” (Emphasis added in the original document). *Id.*

Ms. Burbank requests that all over payments for monthly services and the customer deposit be refunded to her or applied against future water service charges. *Id.* Ms. Burbank requests that the Company follow the Commission’s Rules and that her bill for utility services be sent to:

Nicole Burbank
3890 East Ash Lane
Rigby, Idaho 83442
Email: nursenikki0818@gmail.com

On July 28, 2021, Ms. Burbank sent correspondence to the Commission containing further information relevant to this matter. *See* Attachment B. Ms. Burbank advised that she had given authority to her boyfriend Blake C. Schaat to speak on her behalf. *Id.* Ms. Burbank advised that Mr. Schaat is a paralegal for a top law firm in eastern Idaho. *Id.* Ms. Burbank further alleges that Staff’s initial Decision Memorandum about her Complaint was inaccurate often. *Id.* Additionally, Ms. Burbank asserts that since filing her Complaint she has received multiple harassing letters from the Company threatening to shut off her water service. *Id.* The Company disconnection notices attached to this correspondence demand that she pay past due sewer and water service charges to avoid having her water service disconnected. *Id.* Burbank contends that

the Company has been warned not send these letters by the “Idaho Public Utilities Commission”.⁷ Ms. Burbank states the threats to shut off her water come with demands to pay ever changing amounts. *Id.* Ms. Burbank also asserts that the Company has not changed their billing practices.

Ms. Burbank asserts that the Company “has extorted over a 100 residents in our neighborhood for years.” Ms. Burbank asserts that she provided documents from other residents in the subdivision to counsel for Staff that included line item increases on water bills to allegedly pay for a “new water Well” that she contends never happened. Ms. Burbank further complains that “low water pressure that has never been investigated”. Last, Ms. Burbank asserts that automatic withdrawal payments show going into a horse racing business owned by the same person that owns the Company. Ms. Burbank asserts that Staff has refused to give these documents to the Commission.

STAFF RECOMMENDATION

Based on the materials reviewed by Staff, Staff recommends that the Commission issue a summons and require the Company to answer the allegations made by Ms. Burbank in her Complaint and her July 28, 2021, correspondence.

As part of its response to Ms. Burbank’s filings, Staff recommends that the Commission direct the Company to provide:

1. An explanation, to include documentation, of how Ms. Burbank’s residence at 3890 East Ash Lane, Rigby, Idaho 83442 became connected to the Company’s water system and service was provided thereto.
2. An itemized summary of the charges assessed on Ms. Burbank beginning from the date service began to her residence that itemizes charges for water. This information should also clearly show what balance if any the Company contends Ms. Burbank owes for water service.
3. An explanation, to include any documentation, about what the \$850 “Hook-up fee” is for and who paid it as shown in the Exhibit B attached to the *Affidavit of Jolene Bossard*.
4. An explanation as to whether the Company can produce and send separate invoices to customers for water and sewer service.

⁷ Staff has notified the Company not to disconnect Ms. Burbank’s water service.

Staff also recommends that the Commission direct the Company to cease sending water disconnection notices to Ms. Burbank that include demands to pay any alleged past due charges for septic services.

Last, Staff requests that the Commission consider whether Mr. Schaat can represent Ms. Burbank in this matter. Ms. Burbank states she has “given authority to my boyfriend to speak on my behalf.” *See* Attachment B. Commission Rule of Procedure 43.02(a) provides:

The representation of parties at quasi-judicial proceedings for the purpose of adjudicating the legal rights or duties of a party is restricted as set out below. Quasi-judicial proceedings before the Commission include matters such as formal complaints, petitions, motions, applications for modified procedure or technical/evidentiary hearings. Representation of parties of these types of proceedings shall be as follows:


- a. A natural person may represent himself or herself or be represented by a licensed attorney.

IDAPA 31.01.01.43.02(a) Mr. Schaat is not a licensed attorney in the State of Idaho. The emails Mr. Schaat has sent to Staff identify that he is possibly a paralegal at the law firm Smith, Woolf, Anderson & Wilkinson, in Idaho Falls, Idaho.

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COMMISSION DECISION

1. Does the Commission wish to accept Ms. Burbank's request to file a formal complaint?
2. Does the Commission wish to issue a summons to the Company requiring it to respond to the allegations in the Formal Complaint and Ms. Burbank's correspondence dated July 28, 2021?
3. Does the Commission wish to require the Company to respond to the matters in Staff's recommendations above?
4. Does the Commission wish to allow Staff and Ms. Burbank the opportunity to file written comments after the Company files its responses with the Commission?
5. Anything else?



John R. Hammond, Jr.
Deputy Attorney General

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ATTACHMENT A

**True and Correct Copy of Nicole Burbank's Formal Complaint
(attached)**

ATTACHMENT B

**True and Correct Copy of July 28, 2021 Correspondence from Nicole Burbank
(attached)**

FORMAL COMPLAINT

RECEIVED

2021 JUN -1 AM 10:03

IDAHO PUBLIC
UTILITIES COMMISSION

May 25, 2021

Nicole Burbank
3890 East Ash Ln.
Rigby, ID 83442
Ph.: (208) 604-4177
Email: nursenikki0818@gmail.com

ROC-W-21-01

Complaint against: **Rocky Mountain Utility Company Inc.**
2nd North Landmark Lane Suite #4, Rigby, Idaho 83442.

Facts:

- On April 30, 2021 a man entered the property of 3890 East Ash Ln. Rigby, ID 83442 owed by one Nicole Burbank, and hand delivered a *Notice of Intent to Terminate Services*, see **Exhibit "A"**.
- On April 30, 2021, Ms. Burbank filed a complaint with the Public Utilities Commission, with assistants from Paralegal Blake Schaat.
- On May 6, 2021, Jolene Bossard, Utilities Compliance Investigator made contact with Paralegal Blake Schaat on behalf of Nicole Burbank's complaint.
- On May 20, 2021, Jolene Bossard, closed the investigation.

Ms. Burbank states the following:

The fraud and extortion committed by Rocky Mountain Utility Company Inc. (RMUCI) is one not only on Ms. Burbank but on over a hundred residents (Customer's) in her subdivision. First, RMUCI never gave Ms. Burbank a *Terms of Agreement* or *Contract* for water (Utility) service. Nor have they given any written contractual agreement of RMUCI terms and conditions for water (Utility) usage. Ms. Burbank's builder hooked into the RMUCI waterline without giving Ms. Burbank notice. Then due to confusion, moneys were paid to RMUCI.

RMUCI allegedly sent out bills that Ms. Burbank did not receive. When Jolene (investigator) provided some billing statements that RMUCI provided her for her "investigation", the bills provide by RMUCI were a complete mess. To give the appearance that RMUCI was not violating the deposit amount set out in the Idaho Public Utilities Commission 31.21.01 – Customer Relations Rules for Gas, Electric, and Water Public Utilities they labeled the deposit a "hookup fee". RMUCI violated the IPUC more specific sub section 102 and based the deposit off her sex, marital status and children. They did so by overcharging Ms. Burbank. In IPUC 31.21.01 Sub. section 105.01. "service will not exceed one-sixth (1/6) the amount of reasonably estimated billing for one (1) year at rates then in effect". RMUCI did a line-item change and called the deposit a "hookup fee". Then to increase the water bill every month without coming to

the Idaho Public Utilities Commission and filing the proper documents, they added multiple line items to the Utility bill, **see Exhibit "B"**.

Rocky Mountain Utility Company Inc. violated their own Tariff by increasing the cost of water through adding line items in the water (utility) bill. By allowing Rocky Mountain Utilities Inc. to put line items in the water (utility) bill, this is a clear violation of Idaho Public Utilities Commission rules and procedures. As you know you can then extort through threats of shutting off water to a house if the bill is not paid. RMUCI tactic of adding line items in the bill and then increasing the line items is Fraud and Extortion. This fraud and extortion seemed to go without challenge. I assume for fear of their water (utility) being shut off...

In accordance with IPUC 31.21.01 Sub. section 200 through 207 it's my understanding RMUCI almost violated every rule and procedure.

- In 201.01(a) Billing statement issues, Ms. Burbank did not receive billing statements.
- In 201.01(b) Period covered, Ms. Burbank did not receive this information.
- In 201.01(c) "The billing statement must be clearly marked as estimated if meter data is unavailable." The bills provided by investigator, shows none of this.
- In 201.01(d) Due date, automatic payment authorized; never listed, never received.
- In 201.01(e) Itemization of charge; there were multiple charges unrelated to Utility's that the investigator provided.
- In 201.01(g) Any amount past due; never provided.
- In 201.01(h) Payments made; this was never provided only provided by investigator.
- In 201.01(i) The total amount due; once again never provided, only provided by investigator.
- In 202.01 Due Date and considered delinquent; RMUCI never followed this.
- In 203.01 Billing Error; there was failure to bill correctly and send out notice.
- In 203.02 Billing under incorrect rates; over billing.
- In 203.03 Rebilling time period; RMUCI did not follow this protocol and rule.
- In 206.01 through 207- RMUCI did not follow any rules, when requests were made, partial or modified documents were provided to the Investigator. Not to the Customer.

RMUCI added multiple line items to Ms. Burbank's bill, one included a "septic", Ms. Burbank has a septic tank on her property and must maintain and pump out on a regular basis using her own funds. This should be no concern to the Public Utilities Commission and only brought up because the investigator found that that line item should be exempt and "ok" to be added to a utilities bill. For RMUCI to use line items in a utility bill unrelated to "gas" "electric" is extortion and fraud.

- Rocky Mountain Utility Company Inc. over billed her deposit in the amount of \$850.00 and then billed her \$97.50 for the same month 3-20-2020.
- RMUCI over billed Ms. Burbank every month in the tune of \$58.00 a month;
- RMUCI violated 109.02 of the IPUC 31.21.01 retention of records, upon request for documentations, NEW documents were drafted and sent through Investigator.
- RMUCI does not have a meter on her property for water usage but more important for **water pressure**; No one has investigated the water pressure to this day.

- RMUCI billing practices are not in accordance with IPUC's Rules ;
- RMUCI terms and conditions for water usage have not been disclosed;

Pray for Relief

In accordance with IPUC 31.21.01 Sub. section 200.04 Refund; Ms. Burbank request that all over payments for monthly services and the over charge for the deposit be refunded or put towards future water usage. Ms. Burbank request RMUCI to follow the proper procedures for billing laid out in the IPUC. Ms. Burbank request a Utilities bill only and for that bill to be sent to her home at the address listed above. Ms. Burbank request that the IPUC issue any and all thing that are deemed and proper and apprioate.

Date: May 26, 2021.



Nicole Burbank

NOTICE OF INTENT TO TERMINATE SERVICES

Today's Date 4/29/2021

Final Date 4/30/2021 _____ We have sent multiple letters but have not received any response. If the balance is not paid, or arrangements made by tomorrow you water will be disconnected.

Name Nicole Lee Burbank
Service Address 3890 East Ash Ln
Rigby, ID 83442 _____

Account Balance \$ 877.50

You are hereby notified that you are delinquent in the payment of charges for Water or Sewer Service provided to you by *Rocky Mountain Utility Co., Inc.* The balance of your account, according to our records, is indicated above.

In accordance with the rules and Regulations of the Idaho Public Utilities commission, if this balance is not paid, or if payment arrangements are not made by the Final Date shown above, **YOUR WATER SERVICE WILL BE DISCONNECTED** after the Final Date.

To avoid termination you must contact Rocky Mountain Utility co. before the Final Date to make a payment arrangement or pay in full. **Please call on weekdays between 9:00 AM and 5:00 PM and ask for billing/collections.**

Termination may be delayed by:

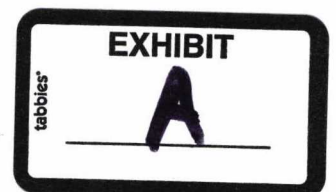
1. Providing a medical certificate advising us of the existence of a Medical Emergency.
2. Filing a complaint regarding the proposed termination with the Idaho Public Utilities Commission, P.O. Box 83720, Boise, ID 83720 (1-800-432-0369).

Termination of service in no way relieves you of your obligation to pay for all services prior to termination.

Should service be terminated, a charge for restoration of service (\$20.00 during office hours, \$40.00 after hours) must be paid, plus the account balance prior to restoration of service.

Rocky Mountain Utility Co. will, one time, assist you by making payment arrangements not requiring immediate payment in full, if you contact us prior to the Final Date to arrange such a payment plan.

Remember, your water will be turned off after the Final Date unless you act before the Final Date.



Statement

Rocky Mountain Utility Company, INC.
 2 N. Landmark Lane Suite # 4
 Rigby, ID 83442
 208-745-6443

Date
5/10/2021

To:
Nicole Lee Burbank 3890 East Ash Ln Rigby, ID 83442

		Amount Due	Amount Enc.		
		\$975.00			
Date	Transaction	Amount	Balance		
02/29/2020	Balance forward		0.00		
03/20/2020	INV #4271. Due 03/20/2020. --- Hook up fee \$850.00	850.00	850.00		
03/20/2020	PMT #29924.	-850.00	0.00		
03/20/2020	PMT #29924.	-39.50	-39.50		
03/20/2020	PMT #29924.	-43.00	-82.50		
03/20/2020	PMT #29924.	-15.00	-97.50		
04/01/2020	INV #4272. Due 04/01/2020. --- Water \$39.50 --- Septic \$58.00	97.50	0.00		
04/21/2020	PMT #667996.	-39.50	-39.50		
04/21/2020	PMT #667996.	-43.00	-82.50		
04/21/2020	PMT #667996.	-15.00	-97.50		
05/01/2020	INV #4404. Due 05/01/2020. --- Water \$39.50 --- Septic \$58.00	97.50	0.00		
06/01/2020	INV #4517. Due 06/01/2020. --- Water \$39.50 --- Septic \$58.00	97.50	97.50		
07/01/2020	INV #4631. Due 07/01/2020. --- Water \$39.50 --- Septic \$58.00	97.50	195.00		
08/03/2020	INV #4748. Due 08/03/2020. --- Water \$39.50 --- Septic \$58.00	97.50	292.50		
08/04/2020	PMT #00428B.	-39.50	253.00		
08/04/2020	PMT #00428B.	-43.00	210.00		
08/04/2020	PMT #00428B.	-15.00	195.00		
08/04/2020	PMT #00428B.	-39.50	155.50		
08/04/2020	PMT #00428B.	-43.00	112.50		
08/04/2020	PMT #00428B.	-15.00	97.50		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	97.50	97.50	97.50	682.50	\$975.00



Rocky Mountain Utility Company, INC.
 2 N. Landmark Lane Suite # 4
 Rigby, ID 83442
 208-745-6443

Statement

Date
5/10/2021

To:
Nicole Lee Burbank 3890 East Ash Ln Rigby, ID 83442

		Amount Due	Amount Enc.		
		\$975.00			
Date	Transaction	Amount	Balance		
09/01/2020	INV #4869. Due 09/01/2020. --- Water, 1 @ \$39.50 = 39.50 --- Septic, 1 @ \$58.00 = 58.00	97.50	195.00		
10/01/2020	INV #5095. Due 10/01/2020. --- Water \$39.50 --- Septic \$58.00	97.50	292.50		
11/02/2020	INV #5212. Due 11/02/2020. --- Water, 1 @ \$39.50 = 39.50 --- Septic, 1 @ \$58.00 = 58.00	97.50	390.00		
12/01/2020	INV #5323. Due 12/01/2020. --- Water \$39.50 --- Septic \$58.00	97.50	487.50		
01/05/2021	INV #5437. Due 01/05/2021. --- Water \$39.50 --- Septic \$58.00	97.50	585.00		
02/01/2021	INV #5551. Due 02/01/2021. --- Water \$39.50 --- Septic \$58.00	97.50	682.50		
03/01/2021	INV #5666. Due 03/01/2021. --- Water \$39.50 --- Septic \$58.00	97.50	780.00		
04/01/2021	INV #5779. Due 04/01/2021. --- Water, 1 @ \$39.50 = 39.50 --- Septic, 1 @ \$58.00 = 58.00	97.50	877.50		
05/03/2021	INV #5894. Due 05/03/2021. --- Water, 1 @ \$39.50 = 39.50 --- Septic, 1 @ \$58.00 = 58.00	97.50	975.00		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	97.50	97.50	97.50	682.50	\$975.00

Rocky Mountain Utility Company, INC.

2 N. Landmark Lane Suite # 4
Rigby, ID 83442
208-745-6443

Invoice

Date	Invoice #
5/3/2021	5894

Bill To
Nicole Lee Burbank 3890 East Ash Ln Rigby, ID 83442

P.O. No.	Terms	Project
	Due by 25th	

Quantity	Description	Rate	Amount
1	Water Usage for prior month	39.50	39.50
1	Septic Usage for prior month	58.00	58.00

Payments are due by the 25th of the month

Total \$97.50

ADDITIONAL INFORMATION RECEIVED

2021 AUG -2 AM 9:43

IDAHO PUBLIC
UTILITIES COMMISSION

July 28, 2021

Commissioner Kristin Raper
Idaho Public Utilities Commission
PO Box 83720
Boise, ID 83720-0074

RDC-W-21-01

Nicole Burbank
3890 East Ash Ln.
Rigby, ID 83442
Ph.: (208) 604-4177
Email: nursenikki0818@gmail.com

Complaint against: *Rocky Mountain Utility Company Inc.*

Dear Commissioner Raper:

I'm reaching out because I was informed that the Decision Meeting was continued to August 3, 2021. An attorney by the name of John Hammond emailed me and notified me of this fact. In his email, he claimed that one of the commissioners could not attend the meeting and had some questions.

To avoid heavy legal fees, I have given authority to my boyfriend Blake C. Schaat to speak on my behalf. Mr. Schaat is a Paralegal for a top law firm in Eastern Idaho. My boyfriend has kept me well informed and passed on all written communications to me.

Today, I speak on my own behalf. Information has been given to John Hammond and Jolene Bassard about Rocky Mountain Utility Company, Inc. that was not put in their report to you the commissioners and it is my understanding purposefully kept from you'll. It goes as follows:

- Multiple harassing letters threatening to shut off my water. This comes while a formal complaint is pending and supposedly RMUCI had been warned not to send out letters by Idaho Public Utilities. **See Attachments.**
- Multiple harassing letters threatening to shut off my water if I don't pay an amount that changes constantly and no were near the amount in question. **See Attachments.**
- RMUCI has not changed their billing practices. **See Attachments.**

I ask the Commissioners to take this information into consideration. If you wish for me to amend my *Formal Complaint*, I will. But this is not a Court of Law and after reading Mr. Hammonds emails to Mr. Schaat, I would be concerned of how your Attorney speaks to a law-abiding citizen of Idaho. It's my understanding Idahoan's can speak to their Utilities Commissioners and Idahoan's can give important documents to Commissioners without fear of repercussions. See attachment email.

I'm under good authority and believe the Commissioners will go off what Mr. Hammond says and writes. But that record/written document needs to be correct. In Mr. Hammond's and Ms. Bossard *Decision Memorandum* there are a lot of errors. They go as follows:

- **Clerical errors:** Blake Schatt - correct spelling Blake Schaat;
- **Page one**, Mr. Schaat and Ms. Bossard were in a *Fact Finding Mode* to determine if Ms. Burbank was on a private Well or "hooked-up" to RMUCI water.
- **Page two**, the address in questions was a brand-new built home and I was not well versed in this new home/ownership. This was explained to Ms. Bossard.
- **Page two**, a statement is made that "billing statement and found it meets the criteria in Rule 201.01 of the UCRR" this is a contradicting and changed statement made multiple times by both Mr. Hammond and Ms. Bossard throughout the investigation.
- **Page two**, a statement is made "combined Water and Sewer "hookup fee" (\$850) for connection to company water" and it goes on "paid by builder" This is inaccurate and twisted for RMUCI benefit. The builder paid the water "hookup fee" of (\$850) out of **MY** money held in escrow. The builder didn't pay this out of a courtesy to me. There is no septic system provided by RMUCI because **I** have a septic tank and system on my property. And no-where does it say in the billing statement provided by RMUCI this is a "septic hookup fee" of (\$750) plus first month water bill.
- I have not signed a Terms of Agreement or Contract for "water" or "septic" and to my knowledge I'm not "hook-up" to a septic system from RMUCI, why would I be? Also brought to Ms. Bossard and Mr. Hammonds attention.
- **Page two**, a statement is made "water portion of the combined hookup fee was \$150, as allowed by the Company's Tariff" this is **incorrect** and an attempt to **mislead** the commissioners. The Tariff clearly state \$150 "hookup fee" **only**.
- **Page two**, a statement is made "on March 20, 2020, a new customer information sheet was mailed to Ms. Burbank" this is incorrect I never received anything. RMUCI doesn't have anything on file and it's my understanding that was just created for my complaint. This was explained to Ms. Bossard.
- **Page three**, a statement was taken out of context. I had made payment to RMUCI because I thought I was paying Rocky Mountain Power (a power bill) this information was given to Ms. Bossard but not put in the report to the commissioners.
- **Page three**, a statement was made "the company also expressed flexibility and would be willing to set up payment arrangements for Ms. Burbank" RMUCI has never returned my phone calls and or letters sent to them on my behalf.

This company has extorted over a 100 hundred residents in our neighborhood for years. I have received documents from residents in the sub-division that were given to Mr. Hammond of line

item increases on the Water bill to allegedly pay for a "new water Well" that never happened. Did this get approved by the Commissioners? **See Attachments.** Low water pressure that has never been investigated. And automatic withdraw payments that have went into a Horse Racing Business that is owned by the same person that owns RMUCI instead of paying the water bill. Mr. Hammond refused to give this information to you the Commissioners.

There is a lot of people that are frustrated that the Utility's Commission won't investigate RMUCI and are prepared to speak to an investigator. Residents are ready to file formal complaints because after witnessing nothing being done when I filed an in-formal complaint they feel like there voice will be unheard as well. The owner of RMUCI is not a small business owner he has multiple business and is putting in a 100-home build next to this subdivision I live in. More people will be affected and extorted if you don't do something now.

I ask that you take this information into consideration, and I pray you make RMUCI stop extorting people. RMUCI played the victim to your investigator and attorney, but we are the real victims.

Sincerely,



Nicole Burbank

Blake Schaat

From: John Hammond <John.Hammond@puc.idaho.gov>
Sent: Monday, July 26, 2021 11:21 AM
To: Blake Schaat
Subject: RE: Nicole Burbank Formal Complaint

To be clear the Commission does not take ex parte contact.

John R. Hammond Jr. | Office of the Attorney General
Lead Deputy Attorney General
Idaho Public Utilities Commission
11331 W. Chinden Blvd., Bldg. 8, Suite 201-A
P.O. Box 83720
Boise, Idaho 83720-0074
Direct: (208) 334-0357 | Fax: (208) 334-3762
john.hammond@puc.idaho.gov

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From: Blake Schaat <blake@eastidaholaw.net>
Sent: Monday, July 26, 2021 11:19 AM
To: John Hammond <John.Hammond@puc.idaho.gov>; Nikki Burbank <nursenikki0818@gmail.com>
Cc: Keri Hawker <Keri.Hawker@puc.idaho.gov>
Subject: RE: Nicole Burbank Formal Complaint

Mr. Hammond,

Thank you for your prompt response. I have forward your email to Ms. Burbank. I appreciate your communication with me as a courtesy to Ms. Burbank. I think you're right about an attorney reaching out to Commissioner Paul Kjellander, Kristine Raper and Eric Anderson on behalf of Ms. Burbank and the over 100 residents in her sub-division.

The information and documentation on RMUCI that I have received over the weekend from the residents in the neighborhood is astonishing.

Sincerely,

Blake C. Schaat, Paralegal to

 SMITH WOOLF
ANDERSON & WILKINSON

3480Merlin Drive
Idaho Falls, ID 83404
Phone: 208-525-8792
Fax: 208-525-5266

Rocky Mountain Utility Company, INC.

2 N. Landmark Lane Suite # 4
Rigby, ID 83442
208-745-6443

Invoice

Date	Invoice #
7/1/2021	6124

Bill To
Nicole Lee Burbank 3890 East Ash Ln Rigby, ID 83442

P.O. No.	Terms	Project
	Due by 25th	

Quantity	Description	Rate	Amount
	Water Usage for prior month	39.50	39.50
	Septic Usage for prior month	58.00	58.00

Please remit to above address.	Total	\$97.50
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ROCKY MOUNTAIN
UTILITY COMPANY, INC.

2 N. Landmark Lane Ste 4 – Rigby, ID 83442

Office: 208.745.6443 Fax: 208.745.7979 www.RockyMountainUtility.com

NOTICE OF INTENT TO TERMINATE SERVICES

Today's Date 7/14/2021

Final Date 7/26/2021

Name Nicole Burbank

Service Address 3890 East Ash Ln
Rigby, ID 83442

Account Balance \$ 1072.50

You are hereby notified that you are delinquent in the payment of charges for Water or Sewer Service provided to you by **Rocky Mountain Utility Co., Inc.** The balance of your account, according to our records, is indicated above.

In accordance with the rules and Regulations of the Idaho Public Utilities commission, if this balance is not paid, or if payment arrangements are not made by the Final Date shown above, **YOUR WATER SERVICE WILL BE DISCONNECTED** after the Final Date.

To avoid termination you must contact Rocky Mountain Utility co. before the Final Date to make a payment arrangement or pay in full. **Please call on weekdays between 9:00 AM and 5:00 PM and ask for billing/ collections**

Termination may be delayed by:

1. Providing a medical certificate advising us of the existence of a Medical Emergency.
2. Filing a complaint regarding the proposed termination with the Idaho Public Utilities Commission, P.O. Box 83720, Boise, ID 83720 (1-800-432-0369).

Termination of service in no way relieves you of your obligation to pay for all services prior to termination.

Should service be terminated, a charge for restoration of service (**\$20.00** during office hours, **\$40.00** after hours) must be paid, plus the account balance prior to restoration of service.

Rocky Mountain Utility Co. will, one time, assist you by making payment arrangements not requiring immediate payment in full, if you contact us prior to the Final Date to arrange such a payment plan.

Remember, your water will be turned off after the Final Date unless you act before the Final Date.



ROCKY MOUNTAIN
UTILITY COMPANY, INC.

2 N. Landmark Lane Ste 4 – Rigby, ID 83442

Office: 208.745.6443 Fax: 208.745.7979 www.RockyMountainUtility.com

NOTICE OF INTENT TO TERMINATE SERVICES

Today's Date 7/12/2021

Final Date 8/4/2021

Name Nicloe Burbank

Service Address 3890 East Ash Ln
Rigby, ID 83442

Account Balance \$ 1170.00

You are hereby notified that you are delinquent in the payment of charges for Water or Sewer Service provided to you by **Rocky Mountain Utility Co., Inc.** The balance of your account, according to our records, is indicated above

In accordance with the rules and Regulations of the Idaho Public Utilities commission, if this balance is not paid, or if payment arrangements are not made by the Final Date shown above, **YOUR WATER SERVICE WILL BE DISCONNECTED** after the Final Date.

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Remember, your water will be turned off after the Final Date unless you act before the Final Date.



ROCKY MOUNTAIN
UTILITY COMPANY, INC.

2 N. Landmark Lane Ste 4 -- Rigby, ID 83442

Office: 208.745.6443 Fax: 208.745.7979 www.RockyMountainUtility.com

NOTICE OF INTENT TO TERMINATE SERVICES

Today's Date 5/21/2021

Final Date 6/1/2021

Name Nicole Lee Burbank

Service Address 3890 East Ash Ln
Rigby, ID 83442

Account Balance \$ 975.00

You are hereby notified that you are delinquent in the payment of charges for Water or Sewer Service provided to you by **Rocky Mountain Utility Co., Inc.** The balance of your account, according to our records, is indicated above

In accordance with the rules and Regulations of the Idaho Public Utilities commission, if this balance is not paid, or if payment arrangements are not made by the Final Date shown above, **YOUR WATER SERVICE WILL BE DISCONNECTED** after the Final Date.

To avoid termination you must contact Rocky Mountain Utility co. before the Final Date to make a payment arrangement or pay in full. **Please call on weekdays between 9:00 AM and 3:00 PM and ask for billing/ collections**

Termination may be delayed by:

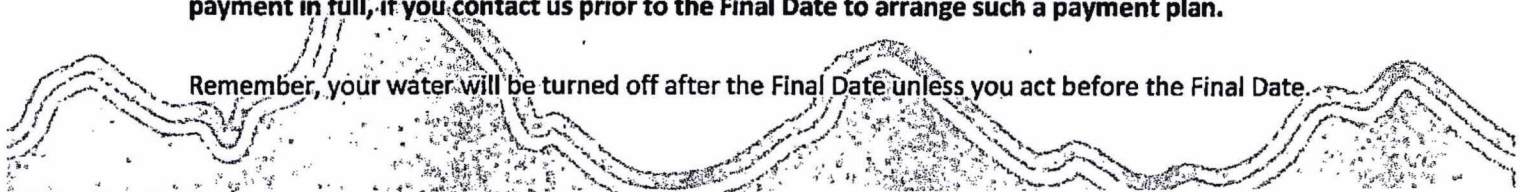
1. Providing a medical certificate advising us of the existence of a Medical Emergency.
2. Filing a complaint regarding the proposed termination with the Idaho Public Utilities Commission, P.O. Box 83720, Boise, ID 83720 (1-800-432-0369).

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Remember, your water will be turned off after the Final Date unless you act before the Final Date.





ROCKY MOUNTAIN
UTILITY COMPANY, INC.

2 N. Landmark Lane Ste 4 – Rigby, ID 83442

Office: 208.745.6443 Fax: 208.745.7979 www.RockyMountainUtility.com

April, 27, 2021

Dear Customer:

As a reminder, Rocky Mountain utility requires every homeowner to provide proof of inspection/pumping of their septic tank every 5 years per Pepperwood Protective and Restrictive Covenants.

You can either bring in the required documentation or mail to:

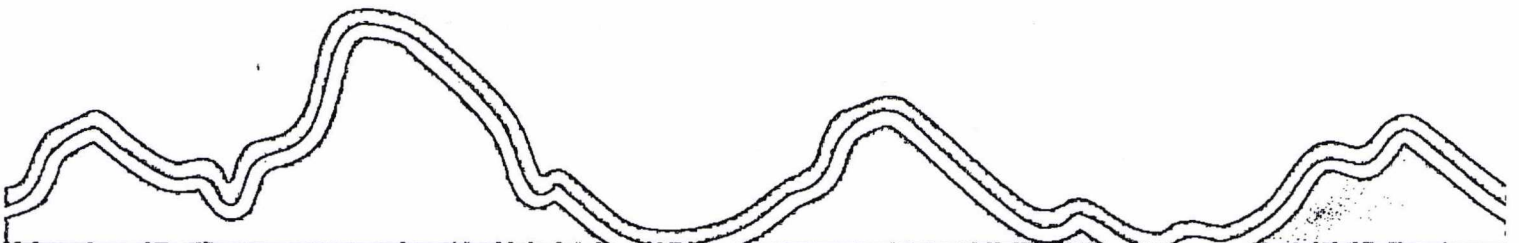
Rocky Mountain Utility Company
2 N. Landmark Ln Ste 4
Rigby, ID 83442

You can also email documentation to:

rockymountainutility@gmail.com

If you have lost or cannot find your copy of Pepperwood's Protective and Restrictive Covenants or if you have any questions please contact our office at (208) 745-6443.

Thank you,
Charlotte Lees
Office Manager





ROCKY MOUNTAIN
UTILITY COMPANY, INC.

2 N. Landmark Lane Ste 4 – Rigby, ID 83442

Office: 208.745.6443 Fax: 208.745.7979 www.RockyMountainUtility.com

July 31, 2019

To All Rocky Mountain Utility Customers:

We are notifying all customers of that there will be a \$15.00 a month rate increase for Pepperwood septic services. This increase will be set aside to help with costs associated for the installation of a secondary well system required by the Department of Environmental Quality as discussed at the September 12th meeting last year. This rate increase will take affect August 1st and will be reflected on the September's billing invoice.

The Department of Environmental Quality is requiring proof from ALL customers that all septic tanks have been pumped to remain in compliance based on the community Septic System design and functionality. This letter serves as notice that it is mandatory for all customers to provide proof of pumping within 5 years or have the pumping completed within the next 60 days (no later than September 30th) to avoid disruption of water services. If you are a new customer with new construction, proof of the date of septic installation will be required as documentation. You can either drop off the required documentation to the Rocky Mountain Utility office or email to rockymountainutility@gmail.com.

If you need to have your septic tanks pumped, we have listed a few of the local septic tank pumping companies below.

Affordable Septic	208.569.9219
Rooter Man	208.528.7386
King George's	208.528.2938
Triple A	208.522.6557

Please note these important changes and thank you for your cooperation.

Sincerely,

Rocky Mountain Utility Company

