

**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

**IN THE MATTER OF STONERIDGE ) CASE NO. SWS-W-23-01**  
**UTILITIES’ REQUEST FOR A FORMAL )**  
**REVIEW RELATING TO THE REBILLING )**  
**OF MOTOR COACH VILLAGE HOA ) ORDER NO. 35936**  
**METER NO. 247 )**  
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On February 21, 2023, CDS StoneRidge Utilities, LLC, (“StoneRidge”) filed “Supporting documentation” (“StoneRidge Filing”) with the Idaho Public Utilities Commission (“Commission”) “for opening a ‘Rebilling Case’ under modified Procedures for Water Customer—Motor Coach Village Account #247.” StoneRidge Filing at 1. StoneRidge requested the Commission determine the appropriate length of time under the Utility Customer Relations Rules (“UCRR”) that StoneRidge may rebill Motor Coach Village HOA (“Motor Coach”) for charges related to water service for Meter Account #247. *Id.* at 1-2.

On March 24, 2023, the Commission processed the StoneRidge Filing as a formal complaint and served Motor Coach with a Summons and the StoneRidge Filing. On April 13, 2023, Motor Coach filed its answer (“Answer”) to the StoneRidge Filing; on April 28, 2023, StoneRidge filed Final Comments (“StoneRidge Comments”); and on May 5, 2023, Motor Coach filed a reply to StoneRidge’s Final Comments (“Reply”).

**StoneRidge Filing**

Generally, StoneRidge alleged that under its Tariff, from 2018 through 2022, Motor Coach’s Meter Account #247 should have been, but was not, billed a \$1,536 minimum monthly charge along with a \$.79/1,000 gallon usage charge. *Id.* at 4. StoneRidge requested the Commission determine the appropriate length of time that StoneRidge may rebill Motor Coach for that service:

The initial focus of our request for a “rebill” on this account is based upon our qualifying to bill back beyond the usual “Six Month Re-Billing Time Period” for an underbilling. We present the facts on this issue in Exhibit G and make the claim we should be able to “clawback” up to the three-year maximum allowed under exception #3c “Rule 203.03. Once your tariff/commissioners reach a decision on this we can proceed to finalize the account reconciliation.

*Id.*

### **Motor Coach Answer**

In response, Motor Coach argued that StoneRidge's complaint was substantively and jurisdictionally flawed. Answer at 2. Motor Coach contended that StoneRidge's pleading failed to meet the substantive requirement in the Commission's rules to sustain a complaint because StoneRidge's pleading failed to allege any act or omission committed by Motor Coach as required by the Commission's Rules of Procedure. *Id.* Motor Coach also asserted that the Commission does not have jurisdiction over a complaint by a utility against its customers under *Idaho Code* §§ 61-612 to 61-616. *Id.* at 5.

Further, Motor Coach argued that in 2017, StoneRidge entered into a Waiver Agreement<sup>1</sup> with Motor Coach and StoneRidge had waived any rights it may have had to retroactively bill Motor Coach to make up for StoneRidge's negligent billing practices, and that Motor Coach's reliance on the waiver by StoneRidge was reasonable and specifically invited by StoneRidge itself. Answer at 5-9.

### **StoneRidge Final Comments**

StoneRidge argued that Motor Coach's Meter Account #247 was underbilled by approximately \$43,220.74 between January 2019 and December 2022. StoneRidge Comments at 3. StoneRidge represented that the underbilling was discovered and shared with Motor Coach in November 2021. *Id.* StoneRidge argued that Motor Coach reasonably knew that it was being underbilled because Motor Coach's budget revealed it was paying \$10,000 less than budgeted for its annual "water budget" line item. *Id.*

StoneRidge disputed that the 2017 Waiver Agreement applied to it, because the 2017 Waiver Agreement was entered between StoneRidge Golf Community and Motor Coach, and StoneRidge was not a party to the original signing. *Id.* at 3-4. StoneRidge also contended that it was not provided with a copy of the 2017 Waiver Agreement by the prior owners of StoneRidge, nor Motor Coach until the first quarter of 2022. *Id.* at 4.

### **Motor Coach Reply**

Motor Coach argued that StoneRidge did not rebut Motor Coach's legal arguments regarding the Commission's lack of jurisdiction over the present matter and therefore StoneRidge conceded those arguments. Reply at 5. Motor Coach contended that underbilled amounts of

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<sup>1</sup> The Waiver Agreement is provided as Exhibit 1 to Motor Coach's Answer. The Waiver Agreement was entered in November 2017 between Motor Coach and Stoneridge Golf and Recreational Community.

\$43,220.74 claimed by StoneRidge were not verified, arguing the Commission should not accept the “unsubstantiated and unauthenticated allegations as fact.” *Id.* at 2-3. Motor Coach also argued StoneRidge failed to address Motor Coach’s wavier argument, and that Motor Coach reasonably relied on the 2017 Waiver Agreement and the March 26, 2020, correspondence letter from StoneRidge stating Motor Coach’s account was current. *Id.* at 3-5.

## COMMISSION DISCUSSION AND FINDINGS

### A. Pleadings and Jurisdiction

Motor Coach argues that StoneRidge’s filing does not meet the substantive requirements of a complaint because it fails to make any allegation of an act or omission committed by Motor Coach as required by Commission Rule of Procedure 54. Answer at 2-5. Motor Coach further asserts that even if the filing met the substantive requirements of a complaint, the Commission does not have jurisdiction under *Idaho Code* § 61-612 to hear a formal complaint filed against an entity that is not a public utility. *Id.* at 5. However, Motor Coach recognizes the economy of addressing this matter. *Id.*

Having reviewed the pleadings and the record, the Commission finds that addressing StoneRidge’s filing on the merits is fair, just, reasonable, in the interest of judicial economy, and in the interest of both parties to the dispute. While the Commission agrees that the procedural posture of this case is unconventional, it is undisputed that the Commission possesses the jurisdictional authority to consider the issue of a public utility rebilling its customer.

It is well settled that the Commission exercises limited jurisdiction, and nothing is presumed in favor of its jurisdiction. *Utah Power & Light Co. v. Idaho PUC*, 107 Idaho 47, 52, 685 P.2d 276, 281 (1984). Based upon its statutory authority, the Commission may determine whether it possesses jurisdiction over a particular matter. *Id.* Once jurisdiction is determined, the Commission is allowed all powers necessary to carry out its statutory responsibilities. *Washington Water Power Co. v. Kootenai Environmental Alliance*, 99 Idaho 875, 879, 591 P.2d 122, 126 (1979).

StoneRidge is a water corporation and a public utility, as defined under Title 61 of the Idaho Code, and provides water service to the public in Idaho. *Idaho Code* §§ 61-125, and -129. The Commission has jurisdiction over public utility matters generally pursuant to Title 61 of the Idaho Code and the Commission’s Rules of Procedure. IDAPA 31.01.01.000 *et seq.* A public utility may rebill its customers under Commission UCRR 203. IDAPA 31.21.01.203. The

Commission implemented procedural rules and the UCRR pursuant to its statutory authority. *See Idaho Code* §§ 61-507, 61-601.

**B. Utility Customer Relations Rule 203 - Billing**

Under UCRR 203, when billing errors are discovered, the utility “will” prepare a corrected billing. Corrected billings will not exceed the most recent six months before the utility’s discovery of the error; however, the rebilling timeframe may be extended up to three years where a reasonable person “should have known of the inaccurate billing.” IDAPA 31.21.01.203.03(a)(b)(c) citing *Idaho Code* § 61-642. UCRR 203.01 provides that “[a]t its discretion, the utility may waive rebilling for undercharges.”

StoneRidge requests that the Commission determine the appropriate length of time under UCCR 203 that it may rebill Motor Coach for charges related to water service for Meter Account #247. StoneRidge Filing at 1-3. StoneRidge argues that Motor Coach should have known of the inaccurate billing and that the three-year extension under UCCR 203.03(c) is appropriate. *Id.*

Having reviewed the pleadings, the record, all submitted materials, and the arguments of the parties, at this time the Commission cannot find that a reasonable person should have known that Motor Coach was underbilled prior to November 2021 when StoneRidge alerted Motor Coach to the alleged underbilling. The record does not include, and StoneRidge did not establish, via invoices or affidavits, what StoneRidge billed Motor Coach over the three-year period it now seeks to rebill for. At best what is offered is an approximation of what StoneRidge contends the billing should have been.

StoneRidge offered information about Motor Coach’s anticipated budgets from 2018 through 2020; however, it is a budget, not StoneRidge’s actual authenticated invoices. It is incumbent on StoneRidge to implement procedures to monitor its customer billings to determine if they are accurate and in conformance with its Tariff. The record demonstrates the lack of or inadequacy of any such procedures.

Further complicating StoneRidge’s request is the 2017 Waiver Agreement that provides for rates that are inconsistent with StoneRidge’s Commission approved Tariff; and the March 26, 2020, correspondence from StoneRidge to Motor Coach stating that Motor Coach’s water and sewer accounts were current as of January 30, 2020.

StoneRidge’s assertion that the StoneRidge employee who authored the March 26 letter was inexperienced in performing the billing functions for water and sewer operations is unavailing.

Again, StoneRidge must monitor and verify the accuracy of its customer billings. That it failed to do so is not excused by StoneRidge's concerns about its employee's experience. Rather, the 2017 Waiver Agreement and March 26 correspondence letter creates confusion about what Motor Coach should have been billed, and what Motor Coach should have reasonably known, and relied upon, for billing purposes.

Based upon the record presented, the Commission cannot find that it is fair, just, and reasonable to determine that the three-year rebilling period under UCCR 203.03(c) is appropriate. However, the Commission makes no findings or conclusions regarding the appropriate amounts, if any, StoneRidge is required to rebill under the six-month provision of UCCR 203. That is a question that is not in front of the Commission at this time.<sup>2</sup>

### **ORDER**

IT IS HEREBY ORDERED that StoneRidge's request for a determination that it may rebill Motor Coach's Meter No. 247 account for a period of three years is denied.

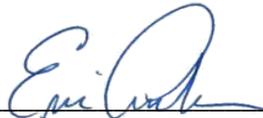
THIS IS A FINAL ORDER. Any person interested in this Order may petition for reconsideration within twenty-one (21) days of the service date of this Order. Within seven (7) days after any person has petitioned for reconsideration, any other person may cross-petition for reconsideration. *See* Idaho Code § 61-626.

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<sup>2</sup> Of note, Motor Coach presents some argument to the effect that the 2017 Waiver Agreement negates even a six-month rebilling; however, while the Commission believes that the 2017 Wavier Agreement creates confusion with respect to the reasonable knowledge requirement under UCCR 203 for the purposes of extending the rebilling period, the Commission is not persuaded that the 2017 Waiver Agreement, which Motor Coach admits is unenforceable, constitutes a prospective waiver of all future underbilling.

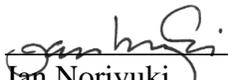
DONE by Order of the Idaho Public Utilities Commission at Boise, Idaho this 3<sup>rd</sup> day of October 2023.

  
ERIC ANDERSON, PRESIDENT

  
JOHN R. HAMMOND JR., COMMISSIONER

  
EDWARD LODGE, COMMISSIONER

ATTEST:

  
Jan Noriyuki  
Commission Secretary

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