

## ATTACHMENT #1

### MCV Water History

- November 15, 2017, The Motorcoach Village at Stoneridge Owners Association (MCV) entered into an agreement (the agreement) with CDS Stoneridge Utilities concerning water service provided to MCV. This agreement is specifically approved and allowed by the IPUC CDS Stoneridge Utilities Tariffs, section 2.23 (F) ["When the [customer's] requirements for water are unusual . . . [there is] reserve[d] the right to make a special contract, the provisions of which are different from, and have exceptions to, the regularly published water rates and rules."]
- The agreement acknowledges that MCV has a seasonal need for water service and that service is typically not needed for five months of the year (November through March) and that service fees are only charged in those months when usage is detected.
- The agreement further states that there will be no seasonal reconnection fee for meter #247.
- The MCV Board of Directors and their accounting services have abided by the agreement when presented with appropriate and accurate invoicing from CDS Stoneridge Utilities.
- In 2019 Mr. Karupiah assumed operation of CDS Stoneridge Utilities
- Starting in May 2019 the MCV Board through their Treasurer reviewed the agreement with the new billing manager (Ms. Loughnan).
- Over the summer of 2019, CDS Stoneridge Utilities submitted confusing and poorly documented billings to MCV.
- The MCV Treasurer repeatedly asked CDS Stoneridge Utilities for corrected billings.
- By the close of 2019, MCV still had not received any corrected or adjusted invoices for water service in 2019.
- Because of budgetary concerns going forward in 2020, on March 26, 2020, the MCV Board President requested and received written confirmation from Becca Loughnan, Office Manager, Utilities Administrator, that MCV's water accounts were current as of January 30, 2020. (The letter)
- January 24, 2022, MCV received a letter and associated "audit" information from Teresa Zamora, Administrator, CDS Stoneridge Utilities suggesting the audit she conducted of MCV accounts resulted in unpaid amounts dating back to 2019 (totaling \$56,885.92).
- After review, the MCV concluded that most of the audit findings were the result of Ms. Zamora either being unaware or choosing to ignore the November 2017 Agreement. The claim is also in violation IPUC Rule 31.21.01, subsection 203.03 c. (the 6 month "look back" limitation). When reviewing this matter, a Court will enforce the terms of the written agreement.
- On February 25, 2022, the MCV Board of Directors sent a letter to Mr. Karupiah (The Response Letter) pointing out the Agreement from November 2017 and the Letter from Ms. Loughnan dated March 26, 2020.
- The MCV Board further requested a meeting with Mr. Karupiah and staff to review and discuss all matters related to MCV water service.
- A face-to-face meeting in May of 2020 was suggested as that time frame is when MCV owners and board members are typically back on site.
- From May through September the MCV Board made repeated efforts to schedule a meeting. In every case CDS Stoneridge Utilities staff would advise that Mr. Karupiah was unable or

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preoccupied and unavailable to attend. CDS Stoneridge Utilities staff have repeatedly told us that they have “no authority” to negotiate the billing claims.

- In early August, after extensive research of DEQ records MCV was able to obtain “as built” plans for the water system in the MCV facility. This was after repeatedly being told by the Utility that no plans existed.
- Those plans confirmed the suspicion that 5 of 6 fire hydrants in the MCV facility are located behind meter #247.
- This knowledge clearly impacts any action by the MCV Board to execute a “standard seasonal disconnect.” Water to MCV cannot be “shut off”, because MCV’s fire hydrants are a part of the line which would be “shut off”. If the water is shut off, there will be no water to these fire hydrants. "International Fire Code 2000" (IFC 2000); IC 41-253(1); Appendix B, Table B105.1 of the IFC 2000; Section 508.5.2 of IFC 2000; Section 901.8 of the IFC 2000.
- At no time has Mr. Karupiah made any written request or provided any notice to MCV voiding the November 2017 Agreement. MCV has repeatedly reminded CDS Stoneridge staff of the agreement and its expectations that the agreement be honored with respect to meter #247.
- It is clear the previous CDS Stoneridge Utilities owners, and the developers of MCV, understood the unique operating characteristics of the seasonal MCV facilities and acknowledged that in the November 2017 agreement.
- Those owners also certainly knew the fire protection infrastructure and the need to maintain water via meter #247.
- CDS Stoneridge Utilities has submitted billings to MCV. MCV acknowledged the billings and paid the same. As a result, an "account stated" occurred and any further claim is without merit. An Idaho case on point is: Wells Fargo vs Giannini (Trial Court Kootenai County, 9 November 2009, # CV 2009-2642)
- Now, instead of working to constructively find a reasonable solution for both parties Mr. Karupiah and his CDS Utilities staff are trying to use IPUC to justify their previous mistakes and void a legally binding agreement.