

Rachel & Herbert Pawlik  
10276 South Caribou Ridge Road  
Harrison, Idaho 83833

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2009 JUL 20 AM 8: 15

IDAHO PUBLIC  
UTILITIES COMMISSION

July 14, 2009

Idaho Public Utilities Commission  
472 West Washington  
P. O. Box 83720  
Boise, Idaho 83720-0074

Re: Case No. AVU-E-09-05;  
Reply to 'Response of Avista Corporation', dated June 17, 2009

Dear Madam, dear Sir:

Avista Corporation ("Avista") provided us with a copy of its Response to the Idaho Public Utilities Commission's Summons of May 27, 2009. Factual inaccuracies, distorted time lines, and the omission of facts to crucial complaint issues in Avista's Response, prompted us to this reply.

In its Response, Avista does not address the issues at the center of our complaint, as they are, Avista's excessive charges based on the recordings of an admittedly defective meter, the deceitful practice of concentrating alleged consumption overages on periods with higher utility rates, although the accrual also included periods with lower rates, et al. Instead, Avista attempts to divert the attention to non-essential matters, such as, internal problems with procedures and equipment and Avista's steps to resolve those difficulties within. Avista does not provide any viable evidence or conclusive theory to substantiate its claim for supplemental charges of \$1,466.51.

It is our hope, the following corrective and supplementary information will permit an objective review and equitable conclusion of our complaint.

Re: I. Introduction

Avista's Response refers to facts and comments, such as, our request for written correspondence only, which are not noted in the two documents referenced in Avista's "Introduction". Ergo, it is reasonable to infer that Avista is aware of our letters of February 8, 2009 (initial dispute letter), supplemental letters of February 17, March 8 and April 5, 2009, all addressed to Avista, as well as its own related responses. Considering this plethora of information available to Avista at the time of its Response, it is logical to conclude Avista's Response represents an all-encompassing documentation of its position with respect to any and all of our complaint issues. A copy of our letter to Mr. Vermillion is enclosed for your records.

Re: II. History of Dispute

In its "History of the Dispute" Avista uses plenty of internal, semi-technical termini to describe who, when, where, what and how the company became aware of 'a problem' with its meter on our property on December 12, 2008.

Fact is: Avista estimated our power consumption since the billing cycle commencing on August 9, 2008. As Avista's Response confirms, a billing representative is notified in the first month of occurrence (August '08) if an account requires an 'estimate'. Avista offers no explanation as to why a "field visit" or an actual "meter read" was not initiated until January 19, 2009. Successively estimating our consumption for five (5) monthly billing cycles in lieu of sending out a "meter reader", is a compelling indicator that Avista was aware of a total failure of its meter, hence, Avista decided not waste any manpower for a futile manual read.

Avista's explanation for a "no read" meter to be "typically due to an access issue" is not applicable in our case.

Fact is: Avista's meter was supposed to communicate recordings automatically (via TWACS) to its offices. Physical access to the meter was not needed.

Even if an Avista "meter reader" needed access to its meter, there were no physical or legal obstacles. The meter is installed on our property line within the utility easement, and there are no fences, road blocks, or any other hurdles to overcome, in order to get to the meter. When the meter was to be exchanged on January 19, 2009, the Avista technician had no problem getting to the meter and replacing it, despite record snow falls just prior to his visit.

Creating "an internal tracker" may sound impressive, but seems immaterial for the complaint case at hand. Interesting, however, is Avista's gross distortion of the time line and the abundance of activities by which Avista tries to illustrate and explain its protocol:

1. an internal tracker was created,
2. the meter in question was removed and sent to a billing specialist for investigation,
3. after preliminary troubleshooting, a field visit was made to determine the problem,
4. during this field visit "...field personnel conversed with Herbert Pawlik",
5. the field request was completed on January 19, 2009, and
6. the meter was tested in the Spokane Meter Shop.

Fact is: Contrary to Avista's purported flurry of activities and convoluted time line, the actual sequence of events, as it pertains to the case at hand, is rather short:

To #1: The "internal tracker" seems immaterial for the complaint at hand; its results are unknown.

To #2, #3, #4, #5: Avista has not produced any reports or other evidence resultant of the alleged "investigation" by its billing specialist, or of the "preliminary troubleshooting", although, a viable investigation must have resulted in some pertinent information regarding the present complaint. A separate "field visit" in which "field personnel conversed with Herbert Pawlik", did not take place.

Fact is: Meter removal (#2), "Field visit" (#3, #4) and "field request completion" (#5) all happened on January 19, 2009, when an Avista service technician came to our property, removed

meter #12093810 and installed meter #12151537. Avista's elaborate assertion of an investigation, preliminary troubleshooting, and separate field visit to determine the problem, appears to be editorial fill material rather than actual business activity.

During his visit, I had a short conversation with the Avista service technician in which I jokingly said, when I saw him driving up, I was afraid I had missed to pay a bill and he was coming to shut off the power. Since my wife was home all day, I could not afford having the power shut off in the middle of winter. The technician replied that the reason for his visit was to replace a broken meter. He said, I may have seen on our past bills that our usage had been estimated, because the office had not received any usage data from this meter since last August.

Avista's portrayal of my conversation with the technician as to "...the increased usage as they keep the furnace running fairly high..." is as ridiculous as it is conjured.

Fact is: At the time of our conversation on January 19, neither the service technician nor I knew of the impending excessive utility charges, yet. Those charges were based on the broken meter's readings after its removal. The respective utility bill was issued on January 21, 2009. For that same fact, there was no purpose, cause, or reason for a conversation about the meter's recording condition. The service technician did not volunteer any such information, and I had no reason to ask for it.

To underscore the patent absurdity of Avista's account even further: since 2001, my wife is required to take certain medications which make her sensitive to heat. Consequently, we maintain the temperature in our home at approximately 68 degrees (F), year-round.

More important than the course of our conversation, however, is the fact that the service technician did not conduct an on-site testing of the meter's capability and accuracy of recording power usage on January 19, 2009. Abstaining from such testing at the time of its removal may, again, be a viable indicator for the 'fatal condition' of the equipment and the service technician's decision not to test an apparently 'dead' unit. What would be the point?

To #6: Via listing of factual and fictitious activities in a pretend sequence, Avista tries to evoke the notion of a timely testing of the defective meter in question, but avoids to reveal actual dates.

Fact is: The faulty meter was not tested in propinquity of its removal on January 19, 2009 under actual working circumstances at the site of its installation. It was tested nearly three months later, on April 2, 2009 under laboratory conditions (Exh. 1).

Furthermore, Avista's Response neglects to mention that, between its removal in January and its testing in April, the defective meter had been refurbished for future use. Consequently, the test results confirm acceptable recording capabilities on April 2, but do not represent the meter's condition prior to its removal on January 19, 2009.

Avista continues its pseudo-technical gibberish of "...root cause of missed reads ...", "...flawed query...", "No Reads", "...additional documentation and rigor...", and "...evolving process..." with no reference or meaning to the case at hand. After deducting drawn-out verbiage, Avista's Response clearly reflects its practice of using Avista customers as Guinea pigs for its equipment, practices and procedures ("...reviewed periodically and revised as needed.") and, as our case demonstrates, of

expecting the customers to take financial responsibility for the defects and failings of Avista's systems and processes.

Re: III. Efforts to Resolve

Avista's "Efforts to Resolve" bemoan a problem with our request for written communication. As a foreign national from a non-English speaking country, I did not realize such request would cause particular difficulties for Avista's ability to resolve the matter at hand, as the issues may be multiple, but don't seem to be too complicated. Avista's own feigned account of my conversation with the service technician on January 19, 2009 validates our request for the additional effort of verifiable, written communication with Avista.

As a matter of fact, despite all issues and matters being in writing, Avista's Response elaborates on irrelevant internal issues, but misses to touch upon the essential matters of our complaint. Some of those critical issues are

- Avista's reliance on the broken meter (#12093810) which allegedly registered over 12,300 kWh above and beyond Avista's own estimations of our power consumption over 5 months. The alleged consumption based on the defective meter was about 300% above prior years' averages. Avista has made no serious attempt to prove the veracity of the replaced meter's readings or to explain this drastically increased power consumption during just those months. Before and after the period of estimations our power consumption was within the parameters of prior years' usage.
- Avista's underhanded distribution of alleged overages over three months with higher rates, although the accrual had occurred over 5 months. By not responding to this issue, Avista condones such accounting routine as acceptable procedure.
- Avista's attempt to appease customers with a deceiving 'heads-up' phone call prior to mailing the horrendous supplemental bill and pretending it to be to the customer's advantage when only three months were recalculated.

We have repeatedly made clear to Avista we would pay for the power we actually used or, in lieu of verifiable data, we would accept billing based on prior years' consumption averages. Despite, Avista pursued its disputed claim which it 'graciously' reduced based on "...degree days during a warmer billing period..." and additionally offered a \$200 credit. These actions suggest (a) Avista is not in a position to clearly determine our power consumption for the period in question (August 9, 2008 through January 19, 2009), and (b) Avista is trying to make 'good will' concessions without losing a major portion of its unsubstantiated demand under the guise of "...it would be beneficial to the customer..."

Testing the new meter (#12151537) on April 10, 2009 was just another one of Avista's 'good will' gestures but was clearly irrelevant to the case at hand. This meter was not subject to our complaint.

Re: IV. Proposed Outcome

Avista's "offer" for a payment arrangement was, in fact, a shut-off notice while the dispute was still unresolved. Avista had adopted the IPUC investigator's opinion and abandoned our dispute without resolution by mailing said notice (Exh. 5). A customer service team leader at Avista informed us that a service interruption was immanent and could only be avoided by either paying the entire claim or accepting a payment plan. What Avista now touts as a payment plan "offer" was nothing short of

extortion. With no alternative, we accepted the payment plan modified by stipulations with regard to the outcome of the present complaint and possible future court proceedings.

Meanwhile, in disregard of its own offer, and in blatant contrast to its Response, Avista has rescinded its payment plan without prior notice to us. After receiving a utility bill dated May 13, 2009 which clearly showed 'current charges' and 'payment plan amount due' (Exh. 2), we received a subsequent utility bill, dated June 12, 2009 which does not consider the payment plan, but demands the entire remaining (and still disputed) amount of \$783.61 (Exh. 3).

Avista's proposal of sending an Energy Efficiency Engineer to provide on-site analyses of energy savings measures on and in our home is appreciated but unnecessary. As we have pointed out in prior correspondence with Avista and the Commission, we have continually over the past four years taken all feasible measures to conserve energy.

In summarizing, Avista's disputed claim for payment of supplemental utility charges is based on the premise of meter readings from a defective meter. The accuracy (or inaccuracy) of the faulty meter is at the center of this complaint.

- Avista has, aside from a grossly skewed timeline and the test results from a refurbished meter, not offered any evidence or viable theory as to the correctness of its broken meter's readings during the period in question. To the contrary, Avista's actions during the period of estimations lead to the conclusion that the subject meter was non-functional or erratic at every level, and Avista was aware of it.

- Avista falls short of reasonably explaining an approximately 300% usage increase recorded by a faulty meter over a five months period. Avista has not made any statements as to our prior energy usage patterns. Those patterns do not support Avista's claim, as they reflect normal, explicable fluctuations over the past five years, except for the tremendous spikes during the period subject to this complaint (Exh. 4).

- Avista has not even tried to explain why the faulty meter was not replaced in a timely manner, which could have prevented the complaint at hand entirely.

- Avista has not revealed the results of an "investigation" purportedly conducted in conjunction with the removal of the defective meter. Such results could shed some light on the meter's condition prior to its removal. Withholding such information fosters the conclusion that the investigation results would not corroborate Avista's claim.

At this juncture, we respectfully petition the Commission to hold Avista, not its customers, liable for Avista's systemic, operational and procedural shortcomings and problems, and to dismiss Avista's convoluted Response as non-evidential and largely irrelevant in support of its claim.

We ask the Commission to revoke in its entirety Avista's unsubstantiated claim for utility charges as they are based on the defective meter #12093810 between August 9, 2008 and January 19, 2009.

We further request to adjust Avista's respective estimates of our power consumption during said period to the average levels of our consumption in prior years. Using a 3-year average, the consumption rates are, for billing dates in

September 2008:	1502 kWh,
October 2008:	1227 kWh,
November 2008:	1073 kWh,
December 2008:	2211 kWh,
January 2009:	3727 kWh.

The Honorable Commissioners' time and effort spent on the objective consideration of our complaint is appreciated.

Respectfully,

  
Herbert Pawlik

EXHIBIT #1

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# Summary of Meter Tests

5 10276 Caribou Ridge Rd  
Harrison, ID 83833

Meter Number 12093810 was installed on 07-20-06.

The factory meter test on 05-16-06 reflects full load 100.03% and light load 99.97%. The test is within acceptable limits.

On 04-18-08 the customer called concerned meter not registering properly. Avista tested the meter on site 05-01-08. The meter test shows full load test of 100.1 and light load 100.00. The meter has tested within acceptable limits.

This meter was removed on 01-19-09. The meter was tested at the office on 04-02-09. The meter test shows full load test of 99.79% and light load of 99.59%. The meter test is within acceptable limits.

Meter Number 12151537 installed 01-19-09.

The factory meter test on 05-16-09 reflects full load 100.06 and light load 99.99%.

On 04-10-09 the meter test reflects for full load 99.96% and light load 99.84%. The meter test is within acceptable limits.

Attached are the  
actual meter test  
forms and a  
summary.

Marilyn P.  
IPAC

1-800-432-0369

Meter test results 05-01-08

5-1-08

Electric Meter Test Result EM 1PH 12093810 05-01-2008

Test Result Reports Windows Production Web Flip Chart

Test Date: 05-01-2008 Test STD Num: 47

Test Method: ELECT MTR - 1 PHASE

Tester Initials: AJW

Reason Code: COMPLAINT

Fail Code: [ ]

No Test Code: [ ]

	As Found	As Left
Full Load	100.10	100.10
Power Factor	0.00	0.00
Light Load	100.00	100.00
Demand	0.00	0.00

	Left Balance	Middle Balance	Right Balance
Full Load	0.00	0.00	0.00
Power Factor	0.00	0.00	0.00

Remarks: READ 57981

Meter test results 04-02-09

4-2-09

Electric Meter Test Result EM 1PH 12093810 04-02-2009

Test Result Reports Windows Production Web Flip Chart

Test Date: 04-02-2009 Test STD Num: [ ]

Test Method: ELECT MTR - 1 PHASE

Tester Initials: JS

Reason Code: SHOP

Fail Code: [ ]

No Test Code: [ ]

	As Found	As Left
Full Load	99.79	99.79
Power Factor	0.00	0.00
Light Load	99.59	99.59
Demand	0.00	0.00

	Left Balance	Middle Balance	Right Balance
Full Load	0.00	0.00	0.00
Power Factor	0.00	0.00	0.00

Remarks: [ ]





EXHIBIT #4

Power Consumption (kWh) by Monthly READ DATE

Year	January	February	March	April	May	June	July	August	September	October	November	December
2004							1165	1220	1561	1168	1141	1118
2005	1496	854	944	1100	927	933	1329	1427	1465	1334	886	1840
2006	3653	2565	3566	2177	1488	1325	1887	1574	1485	1266	1324	2261
2007	4073	5768	3526	2099	1691	1502	1515	2035	1555	1078	1010	2533
* 2008	3454	7118	4080	4659	3388	2371	1553	1348	1544	1229	3650	5790
* 2009	8970	5238	5739	4060	2528	1251						
^ Monthly Average kWh	3169	4309	3571	2819	2004	1476	1490	1521	1517	1212	1090	1938

\* Avista Estimates printed in **BOLD**

^ Monthly Averages do not include Avista Estimates

Avista Estimates and Distribution of Alleged Meter Recordings (=supplemental utility charges)

	January	February	March	April	May	June	July	August	September	October	November	December
Monthly Average kWh	3169	4309	3571	2819	2004	1476	1490	1521	1517	1212	1090	1938
AVISTA estimates kWh	8970								1544	1229	3650	5790
Discrepancy kWh	5801.0								27.5	17.5	2559.8	3852.0
Discrepancy %%	283.1%								101.8%	101.4%	334.8%	298.8%

Three-Year Average Power Consumption (kWh) by Monthly READ DATE

Year	January	February	March	April	May	June	July	August	September	October	November	December
2004												
2005									1465	1334	886	1840
2006	3653								1485	1266	1324	2261
2007	4073								1555	1078	1010	2533
* 2008	3454								1544	1229	3650	5790
* 2009	8970											
^ 3-Year Average kWh	3727								1502	1226	1073	2211

\* Avista Estimates printed in **BOLD**

^ 3-Year Averages do not include Avista Estimates



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Rachel and Herbert Pawlik  
10276 South Caribou Ridge Road  
Harrison, Idaho 83833

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IDAHO PUBLIC  
UTILITIES COMMISSION

May 3, 2009

Mr. Dennis Vermillion, President  
Avista Utilities  
1411 East Mission Avenue  
Spokane, Washington 99252

Re: Unresolved dispute of estimated utility charges on account #330078385

Dear Mr. Vermillion:

Over the past three months we have attempted to resolve a dispute over estimated utility charges through Avista 'customer service', but to no avail. After initially responding to a few of our concerns, 'customer service' ignored the more complex issues, misinterpreted others, and finally opted to send us a bill and a shut-off advisory, instead.

Apparently, 'customer service' is at its wit's end, however, our dispute remains unresolved. Hence, we are addressing you in hopes you may assign our dispute to a member of your team who is qualified and authorized to settle it.

Our dispute is based on a number of questionable practices in Avista's operations and 'customer service' which can be summarized, as follows:

- (a) Avista neglected to replace a broken power meter on our property for five (5) months. Consequently, Avista 'estimated' our power consumption over six billing cycles, from August 8, 2008 through January 19, 2009.
- (b) After replacing the faulty meter, Avista allegedly found to have "under estimated" our power consumption during those six billing cycles by 12,300 kWh, or \$1,466.51.
- (c) There is no reasonable explanation for this tremendous increase (approx. 300% over prior years) in power consumption, as suggested by Avista, except for one: the defective power meter (#12093810). Avista 'customer service' refuses to accept this simply logical conclusion, despite the absence of any other plausible causes.
- (d) A closer look at the related bills revealed numerous inconsistencies and underhanded practices. Just for one instance, Avista had not distributed the "under estimated" charges respectively over all six estimated billing cycles, but had lumped the overage only into the last three billing cycles during which higher utility rates were in place. This scheme by and in itself resulted in an overcharge of \$34.45.

- (e) Subsequent to our initial dispute letter of February 8, 2009, Avista conceded to have made a mistake in calculating our consumption for those three months and reduced its demand by 2670 kWh. Later, we were also offered a \$200 credit.

For more details on all issues in dispute, please refer to our prior correspondence, our letters of February 8, February 17, March 8, and April 5, 2009.

We have not left any doubt about our willingness to pay for our realistic power consumption, but we do not want to be fleeced as a result of Avista's broken equipment, deficient operation, or underhanded billing practices. As it appears, Avista 'customer service' either could not fully comprehend the cause and purpose of our dispute, or may not have the authority to settle disputes of the given nature. Thus far, 'Customer service' has left unanswered both our repeated proposal for a resolution (billing based on prior years' average usage), and our suggestion to forward our case to someone with the authority and integrity for a fair settlement.

Nonetheless, it is our continued hope to find a resolution acceptable to both Avista and us.

Respectfully,

Herbert Pawlik