

DECISION MEMORANDUM

**TO: COMMISSIONER KJELLANDER
COMMISSIONER SMITH
COMMISSIONER HANSEN
COMMISSION SECRETARY
COMMISSION STAFF
LEGAL
WORKING FILE**

FROM: DANIEL KLEIN

IPC-E-03-14

DATE: OCTOBER 9, 2003

RE: FORMAL COMPLAINT OF LORI LEE

On September 24, 2003, the Commission received a formal complaint (attached) from Ms. Lori Lee against Idaho Power. Ms. Lee is requesting that seven years of charges for an alleged unauthorized dusk-to-dawn customer lighting service be refunded in full. Idaho Power has refunded the charges for the charges for the most recent three years, back to June 2000. Her formal complaint seeks a refund for the remaining four years (1996 to 2000).

BACKGROUND

On July 10, 2003, Lori Lee contacted Idaho Power to inquire about her Budget Plan service. Ms. Lee had previously received a letter from Idaho Power notifying her that her Budget Plan would be decreased to \$62 a month. When Ms. Lee received her first bill after the letter, she noticed that the Budget Plan amount was \$72. In response to her inquiry, Idaho Power informed Ms. Lee that the \$10 difference was payment for a 100w sodium vapor light in her yard.

Ms. Lee maintains that she never noticed the charge on her bill. While on the telephone with Idaho Power, she went out into her backyard to look at the light and pole. She had never noticed the pole on her property. Ms. Lee found the pole near the property line behind some lilac bushes. She did recall noticing an amber light shining down in her backyard when they first moved in May 28, 1996. Ms. Lee claims she was never informed, either in writing or verbally, of the light when service was established in her name. Ms. Lee also claims that the light has not been working for several years. She thought this was some type of old streetlight that had been there since her development was built, and Idaho Power decided to shut it off.

Idaho Power maintains its standard practice is to disclose the existence of a light located on a customer's property and the associated monthly billing amount during the initial sign up, and believes this was done in Ms. Lee's case. The monthly usage charge for the sodium vapor light is \$9.17 per Schedule 15 (Dusk to Dawn Customer Lighting). As indicated on Ms. Lee's attached bill, the charge for the area light is itemized on each monthly billing statement. To settle this dispute, the Company issued a three-year credit, but declines to provide credit for the other four years. Without an order for disconnection or initial objection to the light, the Company had no reason to believe that Ms. Lee objected to being billed for the lighting service.

STAFF ANALYSIS

Commission Staff has been in contact with both Ms. Lee and Idaho Power. Idaho Power does itemize the charge for area lighting on each billing statement. The Company issued a three-year credit in the amount of \$322.34 to resolve the complaint and Ms. Lee has received the check. Ms. Lee has not cashed the check due to her desire for full restitution back to the start of her service. In reviewing the complaint record, Staff could not find any justification for requiring Idaho Power to honor Ms. Lee's request.

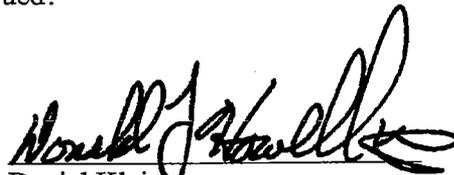
The Commission's Utility Customer Relations Rules deals with billing under inappropriate tariff schedule and inaccurately billed service. Rule 203.02 indicates utilities shall not be required to adjust billings when it has acted in good faith based upon available information. Rules 203.03 and 204.02 limits rebilling and corrections to three years. Copies of the complete text of these rules are attached.

The parties have attempted to reach an agreement informally and have been unable to do so.

COMMISSION DECISION

Does the Commission wish to accept M. Lee's request to file a formal complaint?

Does the Commission have a sufficient record to rule on this issue if it declines to accept the formal complaint? Or, should a summons be issued?


for Daniel Klein

Attachments

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DECISION MEMORANDUM

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OCTOBER 9, 2003

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Danie

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IDAHO PUBLIC
UTILITIES COMMISSION

September 22, 2003

Commission Secretary
PO Box 83720
Boise, ID 83720-0074

Attn: Jean Jewell,

I received a letter from Idaho Power a few months ago regarding a drop in electrical rates. The letter stated that my budget pay would be \$62.00 on my next bill. I had been paying \$72.00. When I received my next month's bill it was still showing \$72.00. I mailed off that amount, and later remembered the letter regarding the drop down to \$62.00. I called customer service to inquire why it had not yet been decreased. I was told (by Jill) that my bill did reflect the decrease, however the \$10.00 difference was due to an additional charge for a 100 watt amp vapor @ \$8.92 each.

I had never noticed that charge on my monthly statement before. There are several fees/charges on my monthly billing statement that I don't understand and therefore thought this was just another standard fee/charge. The customer service representative explained that this was for a light (explained as a streetlight on a light post) in my backyard.

I went out to look in my backyard while I had her on the line. I did find it next to the fence on our property (right next to the property line) behind some lilac bushes. I had never noticed it there before. However, I did recall an amber light shining down in my backyard when we first moved in (May 28th 1996). The light has not been working for several years. I thought this was some type of old streetlight that was here since this development was built, and Idaho Power decided to shut it off.

When I explained this to the rep, she informed me that **I should** know, as this has been appearing on my statement each month for the last seven years. I explained to her that I never noticed before because it doesn't show in "layman's terms". It is just like trying to read a medical statement. She would know what a 100-watt amp vapor @\$8.92 each is, because she works for the power company!

I had never been informed of this light when I hooked up service. As I stated earlier, I (we) never even knew this light was on our property. I did find out that the previous homeowners requested this light be installed & **they** agreed to pay this monthly charge.

When we purchased our home and set up service with Idaho Power, nobody ever discussed (written or verbally) anything about this light. After speaking with Mary Jo at Idaho Power, and Daniel at the PUC, they decided that they would go back three years for restitution. They explained this is all they are required to go back per State laws. I did receive a check for \$322.34 and have not cashed it, because I feel full restitution is going back to the first day I was charged for this. How can Idaho Power charge someone for something without getting written agreement? Secondly, how can a company; ethically or morally charge for a service that has been broken and has not been using any energy, and lastly, if the charge is \$8.92, how can you "round up" to \$10.00?

Idaho Power is admitting guilt by sending me a check for the last three years. They should be required to reimburse for the entire seven years. This is not their money to keep, and should be rightfully given back to me. If they are not made to go back to the date of original hook up (5-28-1996), then we will continue on to the next step to get full restitution.

Sincerely,

Lori Lee

203. BILLING UNDER INAPPROPRIATE TARIFF SCHEDULE (Rule 203).

01. Rebilling Required. If a customer was billed under an inappropriate tariff schedule, the utility shall recalculate the customer's past billings and correctly calculate future billings based on the appropriate tariff schedule. A customer has been billed under an inappropriate tariff schedule if: (7-1-93)

a. The customer was billed under a tariff schedule for which the customer was not eligible, or (7-1-93)

b. The customer, who is eligible for billing under more than one tariff schedule, was billed under a schedule contrary to the customer's election, or the election was based on erroneous information provided by the utility. (7-1-93)

02. Exceptions. The utility shall not be required to adjust billings when it has acted in good faith based upon available information or when the customer was given written notice of options under the tariff schedules and did not make a timely election to exercise available options. (7-1-93)

03. Rebilling. The period for which rebilling under this rule is allowed shall be that provided by Section 61-642, Idaho Code, (three years). (7-1-93)

04. Refunds and Additional Payments. The utility shall prepare a corrected billing indicating the refund due the customer or the amount due the utility. A customer who has been underbilled shall be given the opportunity to make payment arrangements under Rule 313 on the amount due. At the customer's option, the term of the payment arrangement may extend for the length of time that the underbilling accrued. The utility shall promptly refund amounts overpaid by the customer unless the customer consents to a credit against future bills, except overbillings not exceeding \$15 may be credited to future bills. (7-1-93)

[Adopted as Rule 8.1, O.N. 17744; amended and recodified, G.O. 177.]

Statutory Reference: I.C. § 61-642.

Cross-Reference: Rules 005, 200, 204.

204. INACCURATELY BILLED SERVICE UNDER CORRECT TARIFF SCHEDULE--FAILURE TO BILL FOR SERVICE (Rule 204).

01. Errors in Preparation--Malfunctions--Failure to Bill. Whenever the billing for utility service was not accurately determined because a meter malfunctioned or failed, bills were estimated, or bills were inaccurately prepared, the utility shall prepare a corrected billing. If the utility has failed to bill a customer for service, the utility shall prepare a bill for the period during which no bill was provided. (7-1-93)

02. Corrections. If the time when the malfunction or error began or the time when the utility began to fail to bill for service cannot be reasonably determined to have occurred within a specific billing period, the corrected billings shall not exceed the most recent six months before the discovery of the malfunction or error or failure to bill. If the time when the malfunction or error or failure to bill began can be reasonably determined, the corrected billings shall go back to that time, but not to exceed the time provided by Section 61-642, Idaho Code, (three years). (7-1-93)

03. Refunds and Additional Payments. The utility shall prepare a corrected billing indicating the refund due to the customer or the amount due the utility. A customer who has been underbilled or who has not been billed shall be given the opportunity to make payment arrangements under Rule 313 on the amount due. At the customer's option, the