

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**EVERETT JAMESON,****COMPLAINANT,****v.****IDAHO POWER COMPANY,****RESPONDENT.****CASE NO. IPC-E-09-23****ORDER NO. 30930**

On August 8, 2009, the Commission issued a Summons to Idaho Power Company requiring the utility to answer a complaint filed by Everett Jameson. In his "formal" complaint, Mr. Jameson asserted that Idaho Power did not follow the Commission's service termination rules when his electric service was disconnected by Idaho Power on March 10, 2009. In particular, Mr. Jameson asserts that the meter specialist did not knock on his door prior to disconnection and a notice was not left at his residence prior to and/or upon disconnection, pursuant to the Commission's Utility Customer Relations Rules 311.04 and 311.05, IDAPA 31.21.01.311.04 and 311.05. Mr. Jameson was unsatisfied with the outcome of the informal settlement procedures and subsequently filed his "formal" complaint. After reviewing the complaint, Idaho Power's answer and Mr. Jameson's reply, the Commission issues this Order.

THE COMPLAINT

On January 5, 2009, Mr. Jameson called Idaho Power to make payment arrangements which would allow him to pay \$30 a month for January, February and March 2009. He desired to make these payments so he could use the remaining portion of his monthly income to replace a failed water heater at a cost of \$850. Complaint at 1. He is on a fixed income. *Id.* However, Mr. Jameson's offer of \$30 per month was insufficient to qualify him for the Company's Winter Payment Plan which would protect him from disconnection through April 1, 2009. Eligibility for the Winter Payment Plan would have required Mr. Jameson to make monthly payments of approximately \$56.¹

¹ The Winter Payment Plan allows customers to pay half of their monthly level pay amount for the months of November through March. Utility Customer Relations Rule 306.04, IDAPA 31.21.01.306.04. Mr. Jameson's level

Rather than being enrolled in the “Winter Payment Plan,” the Company asserted that it notified Mr. Jameson that he was being placed in the “winter moratorium program” due to his age and poor health. Utility Customer Relations Rule 306.01. Under the winter moratorium program, elderly or infirm residential customers are not required to make any monthly payments and termination is prohibited during the months of December, January, and February. *Id.*² The Company allegedly notified him that he would need to make arrangements to pay his past-due bill prior to March 1, 2009, for the remaining past-due balance or his service would be disconnected. Rule 306.05.a.

Mr. Jameson asserted and the Company does not dispute that he made \$30 payments on January 7, January 30, and March 1, 2009. The Company said it sent out a payment reminder notice on January 29, 2009, and an initial disconnection notice on February 24, 2009. The Company insisted that it sent a final disconnection notice on February 29, 2009, advising Mr. Jameson that he would be disconnected as of March 9, 2009, if he failed to pay the past-due amount of \$482.26 or failed to make payment arrangements prior to the disconnection date. Answer at 3. Idaho Power also alleged that it made an automated call to his home on February 27, 2009, at 1:43 p.m. The Company further stated that its telecommunications system detected a voice-message device and a message was left with Mr. Jameson. He, however, stated that he did not receive any message or written notice of the pending or actual disconnection. Complaint at 1.

He awoke in the afternoon to find his power off, while the outside temperature was below freezing. *Id.*³ Mr. Jameson called the Company, discovered his service was disconnected, made a partial payment over the telephone to restore service and the Company did restore his service the same day. He incurred a \$20 reconnection charge. As indicated above, he asserts that the meter specialist did not knock on his door prior to disconnection and a notice was not left at his residence after disconnection as required by Rule 311.04 and 311.05. Consequently, he

pay would have been approximately \$113. Consequently, his monthly payment for the Winter Payment Plan would have been approximately \$56.

² Although the moratorium program restricts an energy utility’s ability to terminate service, the Commission’s rule does not relieve the customer from the obligation of paying an undisputed bill. Rule 308.05.

³ Mr. Jameson stated his service was disconnected or terminated by the Company on Friday, March 6, 2009. Complaint at 1. However, Rule 311.01.a. prohibits disconnection on Fridays. Idaho Power maintained service was disconnected and reconnected on the same day – Tuesday, March 10, 2009. What appears undisputed is that service was restored on the same day of his disconnection. Answer at 3.

maintains that he was not given a final opportunity to pay prior to disconnection. He asserts that the disconnection added stress and worry of possible cold weather damage to his house following disconnection. He wants “to make sure it doesn’t happen again” to himself or other customers. *Id.* at 2.⁴

IDAHO POWER ANSWER

Idaho Power filed its answer on September 1, 2009. The Company states that it notified “Mr. Jameson on four separate occasions after [his] January 5 phone call that he needed to make payment arrangements. As with all customers with a past-due balance or subject to the winter moratorium, Idaho Power sent Mr. Jameson a payment reminder notice on January 29, 2009.” Answer at 2. The Company further stated that it sent Mr. Jameson an initial disconnect notice on February 24, 2009, advising him that his service would be disconnected on March 9, 2009, “unless the account was brought current or payment arrangements were made.” *Id.* at 3. The Company further stated that it sent him a final disconnection notice on February 29, 2009 (scheduling disconnection for March 9), but Mr. Jameson did not contact the Company in response to any of the four prior notices. *Id.*

Because Mr. Jameson had not entered into payment arrangements with the Company, a meter specialist disconnected his power on March 10, 2009, at 3:23 p.m. He subsequently made a partial payment over the telephone and power was restored the same day. *Id.*

1. Knocking on the Door. The Company asserted that its meter specialist followed procedures and knocked on the front door of the residence in a final attempt to contact Mr. Jameson, collect the past-due amount, and avoid disconnection. “If the customer does not answer the door, the Meter Specialist leaves the door hanger explaining the times and grounds for disconnection of service, the steps the customer can take to secure reconnection, and the telephone number to call to have reconnection authorized.” *Id.* at 4. Although the meter specialist does not specifically recall his knocking on Mr. Jameson’s door when he disconnected the service, the Company is “adamant” that he knocked on Mr. Jameson’s front door. The Company indicated that the meter specialist completed 359 collections and 289 connection/disconnections in the greater McCall area during the 4 months between March 2009 and June 2009. The Company reiterated that the purpose of the specialist’s “visit was to collect

⁴ Mr. Jameson’s complaint also mentions a September 2007 claim for damage to his television caused by the utility’s installation of a faulty transformer. Idaho Power sent Mr. Jameson a check for the entire amount of the claim in February 2008. Consequently, we do not address this issue.

the past-due amount and to disconnect service only if the past-due balance could not be collected.” Answer at 4 (emphasis original).

2. The Door Hanger. The Company stated that during the week of Mr. Jameson’s disconnection, it implemented its new “Mobile Work Force Management System” in the McCall area. The system is a computer-aided dispatching and data communication system which allows the meter specialist to print out credit and collection orders prior to leaving the office. The second page of the collection order contains the specific account and reconnection information required by Commission Rules 305 and 311 to be left with the customer. Under the new system, the employees attempting to make the final collection and/or disconnection “were instructed to fill out a new door hanger form with customer-specific account information.” *Id.* at 5.

The Company acknowledged that the meter specialist did not have the new door hanger forms “for a short period of time coinciding with the first week of the system’s roll out. Therefore, it is possible that a door hanger was not left on Mr. Jameson’s door.” *Id.* When the specialist realized he did not have the ability to print out the door hanger, he contacted the McCall field office. The office immediately sent him a supply of door hanger forms and instructed him to conduct only collection activities (not disconnections) until he received the new forms.

Once made aware of Mr. Jameson’s complaint, the Company scheduled a meeting with its field leadership “to review and reinforce compliance” with the practices required by the Commission’s Utility Customer Relations Rules for terminating service. “All field employees will have completed this review by the end of September 2009. In addition, the same requirements will be reinforced in the Company’s refresher course regarding collections, disconnections, and reconnections each year in October and February.” *Id.* at 6.

JAMESON REPLY

On September 16, 2009, Mr. Jameson submitted a reply to Idaho Power’s answer. Mr. Jameson contests that the initial Company service representative adequately explained the Winter Payment Plan to him. He indicates that he would have been able to make the \$56 required for the Winter Payment Plan. Reply at 1 (only \$26 more per month). He also contests that Idaho Power did not send him any notices other than his monthly statement. He specifically asserts that the Company “did not send a final ‘disconnect’ notice or place a call to me about imminent disconnection.” *Id.*

He also disputes that he received any knock at the door or any door hanger on the date of his disconnection. He indicates that he has two adult German Shepherds in the house and had they been outside he would have been warned by their barking of a visitor. The same would be true if the dogs were indoors and somebody knocked on his door. *Id.*

DISCUSSION AND FINDINGS

After reviewing the record, the Commission finds there is sufficient (although conflicting) evidence in the record for us to decide this matter. The Commission has jurisdiction to hear this dispute pursuant to *Idaho Code* §§ 61-503 and 61-612, and the Commission's Utility Customer Relations Rules, IDAPA 31.21.01.

The Commission has established detailed procedures which utilities must follow before disconnecting or terminating service to a customer. Rules 301-311, IDAPA 31.21.01.301-311. In particular, Rule 304.02 requires that the utility mail a final written notice to the customer at least three days before the proposed date of disconnection. Rule 305 sets out the specific information that must be included in the initial and final disconnection notice sent to customers. In particular, the notices must state the reasons for disconnection (by citing the Commission's rules) and "the proposed date of [service] termination." Rule 305.01.a.

In addition, the Commission also requires that the utility attempt to make contact with the customer "immediately preceding termination of service" so that the customer may have one last opportunity to make a full or partial payment and avoid termination. Rule 311.04. Finally, Rule 311.05 requires the utility to "leave in a conspicuous location at the affected service address, a notice showing the time of and grounds for termination, steps to be taken to secure reconnection, and the telephone numbers of utility personnel or other authorized representatives who are available to authorize reconnection." IDAPA 31.21.01.311.05. In this case, this reconnection notice is referred to as "door hanger."

Mr. Jameson asserts that Idaho Power did not send him an initial and final termination notice (Rule 304.01 and 304.02); the Company failed to make a final attempt to contact him before the utility disconnected his power (Rule 311.04); and the Company failed to leave the "door hanger" notice (Rule 311.05).

After reviewing both the undisputed and disputed facts, the Commission finds at the outset that the genesis of this complaint began with a misunderstanding between the parties. From Mr. Jameson's perspective, he thought he had made "payment arrangements" so that he

could use available funds to replace a failed water heater at a cost of \$850. Rather than being enrolled in the “Winter Payment Plan” which would have required Mr. Jameson to make monthly payments of approximately \$56, he was placed in the “winter moratorium program” which prohibits the Company from disconnecting certain residential customers for the winter months of December, January, and February.

Under the moratorium program unpaid balances that accrued during the three months would be due March 1 or the customer must make new payment arrangements. Had he been enrolled in the Winter Payment Plan, he would have had to pay the outstanding balance or make a new payment arrangement on or after April 1, 2009. Rule 306.05.b.

In any event, it is undisputed that Mr. Jameson made his \$30 payments on January 7, January 30, and March 1, 2009. Even though Mr. Jameson made these partial payments on his electric bill, there is also no dispute that his account was in arrears by more than \$500 by March 1, 2009. To avoid such a misunderstanding in the future, the service representative should clearly distinguish between the two programs.

With this background, the Commission turns first to the issue of the final disconnection notice required by Rule 304.02. Despite the confusion about the payment arrangements, the Company insists it mailed a final disconnection notice stating that his service “was scheduled [for disconnection] for March 9, 2009, unless the account was brought current or payment arrangements were made.” Answer at 3. Mr. Jameson asserts he never received any of the mailed notices or calls from the Company. Idaho Power says it followed its procedures and provided a facsimile of the final disconnection notice it sent to Mr. Jameson.

Although there is disputed evidence, we are persuaded that the Company did mail the termination notices and make the telephonic notice on February 27. The Final Termination Notice states in bold letters “Final Termination Notice – Please pay past due amount to avoid termination of service.” The final notice advised Mr. Jameson of the past-due amount and states he must “pay the total past due amount **before 8 A.M. on 03/09/2009 to avoid termination of electricity service.**” The notice is addressed to Mr. Jameson’s home address and we presume the U.S. Postal Service delivered the notice.

We next turn to Mr. Jameson’s assertion that the meter specialist neither knocked on his door nor placed a door hanger notice on his front door. The Company acknowledges that the meter specialist did not have the new door hanger form during the short period of time when Mr.

Jameson's service was disconnected. The Company concedes that "it is possible that a door hanger was not left on Mr. Jameson's door." Answer at 5. Based upon this information and Mr. Jameson's insistence that no door hanger was left, we find that the Company did not adequately demonstrate that the door hanger was placed on his front door as required by Rule 311.05.⁵

As indicated above, Mr. Jameson pursued his complaint to make sure that the Company follows its disconnection procedures. In response, the Company indicated that its disconnection practices and the requirements of the Commission's Rules will be reviewed by all field employees no later than the end of September 2009. The Company also intends to reinforce the appropriate disconnection practices in the Company's refresher courses in October and February of each year. We further direct the Company to review its final termination notices to ensure they clearly indicate the proposed disconnection dates.

In summary, we find that the Company did mail the final termination notice to Mr. Jameson. However, the Commission was not persuaded that the required door hanger was left in this case. Consequently, we find it appropriate for the Company to credit Mr. Jameson the \$20 reconnection charge plus interest. The Company shall re-emphasize the appropriate service disconnection procedures with its field representatives and review its written notices to ensure compliance with the Commission's Utility Customer Relations Rules. Additionally, to avoid misunderstandings in the future, service representatives should clearly distinguish between the Winter Payment Plan and the winter moratorium program.

ORDER

IT IS HEREBY ORDERED that the complaint of Everett Jameson against Idaho Power is granted in part and dismissed in part.

IT IS FURTHER ORDERED that the Company credit Mr. Jameson's account for his reconnection charge – \$20 plus interest.

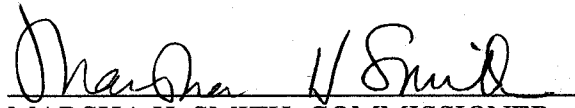
IT IS FURTHER ORDERED that the Company ensure that its customer service and field representatives are complying with the Commission's termination procedures set out in Utility Customer Relations Rules.


⁵ Having found that the door hanger was not left at the residence, we need not decide whether the specialist knocked on the door. Our Rule 311.04 states in part that: "Immediately preceding termination of service, the employee . . . shall identify himself or herself to the customer . . . and shall announce the purpose of the employee's presence. . . . The employee shall be authorized to accept full payment, or, at the discretion of the utility, partial payment, and in such case shall not terminate service."

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.


DONE by Order of the Idaho Public Utilities Commission at Boise, Idaho this 21st day of October 2009.


JIM D. KEMPTON, PRESIDENT


MARSHA H. SMITH, COMMISSIONER


MACK A. REDFORD, COMMISSIONER

ATTEST:


Jean D. Jewell
Commission Secretary

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