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ORIGINAL

Decision No. 51094

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

C. E. HOLMAN, Complainant, vs. PACIFIC GAS AND ELECTRIC COMPANY OF CALIFORNIA, a corporation, Defendant.	)	Case No. 5576

C. E. Holman, Complainant.
F. T. Searls and John C. Morrissey for defendant.

OPINION AND ORDER

In this complaint, filed September 22, 1954, C. E. Holman seeks reparations for an alleged overcharge made by Pacific Gas and Electric Company for electric service supplied to an agricultural pumping installation located on the property of the complainant near Oakdale.

The matter was heard before Examiner F. Everett Emerson on December 13, 1954 at Modesto and was submitted for decision on that date.

In effect, complainant alleges that he and tenants of his farm near Oakdale were overcharged by defendant during a period when two pump motors, one of 7½ hp and one of 20 hp served through one electric meter, were not connected to a double-throw switch and that he, as owner of the farm and its pumping facilities, has had to reimburse his tenants for the difference in billing between defendant's charges for a usage of 27½ hp and those for 20 hp which complainant believes is proper.

Defendant denies making any overcharge to either complainant or his tenants and avers that all billings for service to the pumps have been made strictly in accord with its regularly filed rates and rules applicable to such service.

Defendant's practice for many years as well as the specific tariffs under which agricultural power service is rendered has been to compute the basic connected electric load as "the sum of the rated capacities of all of the customer's equipment that may be connected to the company's lines at the same time, computed to the nearest one tenth of a horsepower."

The evidence is clear that in so far as agricultural pumping service is concerned complainant's original load consisted of a 7½-hp pump used to lift water from an irrigation canal onto the land. Under such operation, complainant could irrigate only at such times as water was in the canal. Desiring to irrigate at other times, he sank a well on his property and installed a pump therein driven by a 20-hp electric motor. Complainant signed a contract on March 8, 1950 which, among other things, listed the 20-hp pump as the total load to be connected.[1/] Service to the new pump was established by defendant on June 28, 1950. Defendant's electric lines to the 7½-hp pump were disconnected and at about the same time complainant installed his own electric line from the location of the 20-hp pump to the 7½-hp pump so that either pump might be used, as complainant might desire. Complainant was notified by one of defendant's employees that in order for complainant to be billed only for a connected load of 20 hp it would be necessary for complainant to provide a double-throw

1/ Contract No. 73751, Exhibit No. 4 in this proceeding.

switch between the wires to the two pumps so that only one pump could be operated at one time. Such switch was not immediately installed. Complainant was billed only for a connected load of 20 hp for about eight months thereafter, during which time argument ensued between complainant and various of defendant's employees as to the suitability or wiring of a switch complainant had on hand. However, complainant has never been billed for a connected load in excess of 20 hp.

During 1951 complainant leased his farm to one J. D. Anderson and the electric account was transferred to such party by means of a contract[2/] whereby said J. D. Anderson would continue the unexpired term (May 26, 1951 to June 28, 1953) of complainant's prior contract. The account continued to be billed at the rate for 20 hp. However, J. D. Anderson was informed that the double-throw switch would be required or the billing would be based upon a connected load of 27½ hp. No double-throw switch having been made operative, the account was billed at the rate applicable to 27½ hp on August 1, 1951.

On December 8, 1951, the account was transferred to one George W. Anderson by means of a contract[3/] whereby this party assumed the original term of complainant's contract. It continued to be be billed at the 27½-hp rate.

The same account was again transferred on July 31, 1952, from this party to George E. Anderson and J. D. Anderson, who signed a contract[4/] for a 27½-hp connected load for a period of one year.

The 27½-hp account was next transferred from George E. Anderson and J. D. Anderson to Howard Holman, a son of complainant,

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2/ Contract No. 73963, Exhibit No. 5 in this proceeding.
3/ Contract No. 74069, Exhibit No. 6 in this proceeding.
4/ Contract No. 74166, Exhibit No. 7 in this proceeding.

on July 13, 1953, by a one-year contract.[5/] On April 10, 1954, an employee of defendant determined that a proper double-throw switch had been installed and was operating so as to limit the possible connected load to 20 hp, and the account has been billed on such basis for the 1954 agricultural year.

The evidence is clear that defendant has served the complainant and subsequent parties in accordance with its regularly filed tariffs and rules applicable to such service and we so find. Moreover, complainant has never paid more than the charge properly made for a connected load of 20 hp and was not a customer of defendant during the period when bills were rendered to his tenants at the 27½-hp rate. Therefore, he is not the proper party complainant in a reparation proceeding. It follows that the complaint must be dismissed.

Although defendant's legal position is sound, defendant's public relations might have been improved had its employees early informed the complainant and his tenants of the physical arrangements necessary to make the lesser billing provisions of the tariffs available to them. The performance of defendant's employees in this case leaves much to be desired in such respect.

5/ Contract No. 74330, Exhibit No. 7 in this proceeding.

Based upon the evidence and the foregoing findings in respect thereto,

IT IS HEREBY ORDERED that this complaint be and it is dismissed.

The effective date of this order shall be twenty days after the date hereof.

Dated at San Francisco, California, this 7th day of February, 1955.

President

Commissioners

Commissioner Matthew J. Dooley, being necessarily absent, did not participate in the disposition of this proceeding.