

**ORIGINAL**Decision No. 54392

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Celia S. Parsons,  
                   Complainant,  
                   vs.  
 Aldercroft Heights Co.,  
                   Defendant.

Case No. 5823

William G. Clark, for complainant.  
Irving M. Liner, for defendant.  
Melvin L. Cohen, for the Commission staff.

OPINION AND ORDERNature of Complaint

In this complaint, filed September 15, 1956, Celia S. Parsons seeks an order requiring Aldercroft Heights Company, Inc., to restore public utility water service to her premises. Complainant alleges that defendant unlawfully discontinued water service to complainant and has refused and still refuses to reinstate said service although defendant has been fully paid for all service charges and reconnection charges.

Defendant's Answer

Defendant admits that its water supply to complainant was disconnected but denies that such disconnection was unlawful. Defendant alleges that, as of the date of filing this complaint, complainant had made no formal application for reconnection.

Public Hearing

The matter was heard before Examiner F. Everett Emerson on November 14, 1956, at Los Gatos.

Nature of Evidence

Complainant has been served by defendant at complainant's present premises for a period of about five years. On August 13, 1956, defendant discontinued service by removal of the water meter. Utility water service has not been re-established.

Defendant's filed tariff rules provide that bills for water service will be rendered monthly and that the monthly bills are due and payable on presentation. The regular bill form carries a notation to the effect that service may be discontinued if the bill is not paid within 15 days of presentation.

On or about August 3, 1956, complainant was presented with a bill form which indicated a charge of \$2 for service rendered during the month of July and also a charge of \$2 for service rendered during the month of June, the latter being marked as "in arrears." Similar billing, that is, one current month and one month past due, had previously been rendered on numerous occasions. Complainant testified that she usually paid her water bill every two months and was usually one month in arrears as a matter of custom or habit. In this particular instance, the June bill not having been paid, defendant discontinued service to complainant on August 13, 1956, as above stated.

On or about August 19, 1956, complainant offered payment to defendant through the good offices of a neighbor. Acceptance of payment was refused and complainant then contacted her attorney. On August 23, 1956, complainant conferred with members of the Commission staff and left with them a check, in the amount of \$6, payable to the Commission, to cover unpaid bills for the months of June and July and the period ending August 13. Defendant was advised of receipt of this check and was asked whether or not defendant would restore service. Defendant refused restoration of service and advised that a

sum of \$9.50 was due, \$6 being owed for service rendered, \$2.50 as a deposit for re-establishment of credit and \$1 as a reconnection charge. Complainant's \$6 check was returned to her on the following day.

On September 4, 1956, complainant's attorney mailed a check for \$9.50 to defendant with a demand that service be restored. Defendant again refused to restore service this time on the primary grounds that complainant had a source of supply and piping system that would permit contamination of the public water supply and that restoration of service could not be undertaken until complainant had valves installed which would prevent back-flow of water from complainant's pipes to the utility system. The complaint herein was filed on September 15, 1956. On October 3, 1956, defendant acknowledged receipt of an application for service and stated that as conditions precedent to restoration of service complainant would have to install the aforementioned valves and in addition would have to remove a fence which it was claimed prevented reasonable access to the utility's installations and to the meter location for service to complainant. Defendant's answer to the complaint herein was filed October 11, 1956, such answer stating that up to the date of filing of the complaint no application had been made for reconnection of water service. As of the date of hearing, defendant still held, uncashed, complainant's check in the amount of \$9.50.

Complainant, having been without water service for some weeks, developed a source of supply on her own property and had a pump installed and a new pipeline laid between this source and a branch line to her storage tank. The private system was placed in operation during the latter part of October and, according to complainant, is presently meeting her needs for water service.

Complainant testified that she does not now desire utility

water service from defendant. She requests, however, that defendant be ordered to re-establish utility water service when and if her private source of water may prove to be inadequate for her needs. In view of such presently existing situation, we find that complainant has placed herself in the position of any other prospective applicant for utility water service. The conditions under which utility water service may again be established to the premises will depend upon the situation existing at the time a new application is received by the utility. Such a future application must, of course, be processed in conformance with the then existing lawful rules of the utility. Such rules are equally binding upon the applicant for service and upon the utility.

We find that the problem of fencing is not germane to the subject of water service nor to the issues herein. It appears to involve property rights which the parties may have adjudicated by the courts. Suffice it to say that the utility must be afforded access at all reasonable hours to its own property installed on the customer's premises and for inspection of the customer's system.

#### Conclusion

In view of the evidence, the significant details of which are set forth above, we find that complainant's water service was lawfully disconnected on August 13, 1956, for nonpayment of the charge for water service rendered during the month of June 1956. We find it unnecessary to pass upon whether there was a cross-connection in violation of the Health and Safety Code because the factual situation has since changed and at the present time complainant does not desire service from defendant.

Based upon the evidence, therefore,

IT IS HEREBY ORDERED that defendant (1) shall retain the sum of \$6 for services rendered, (2) shall refund the \$3.50 balance

to complainant within fifteen days after the effective date of this order, and (3) within ten days thereafter defendant shall report in writing to this Commission that such refund has been made.

IT IS HEREBY FURTHER ORDERED that except to the extent of the relief granted in the immediately preceding paragraph of this order, the complaint herein 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 15<sup>th</sup> day of January, 1957.

E. Mitchell  
President

Paul Winters

R. Hardy

C. L. ...

Commissioners

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