

MS

Decision No. 78934

ORIGINAL

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Chamberlands Beach and Mountain Club,
Inc., a California corporation, and
Elmer C. Aldrich, an individual,

Complainants,

vs.

Southwest Gas Corporation,

Defendant.

Case No. 9196
(Filed March 1, 1971)

Hansen, Bridgett, Marcus & Jenkins, by John J. Vlahos and David J. Miller, Attorneys at Law, for complainants.

Darrell Lincoln Clark, Attorney at Law (Nevada), for defendant.

Robert C. Moeck, for the Commission staff, intervenor.

OPINION AND ORDER

Complainants are homeowners in Unit G of the Chamberlands subdivision on the west shore of Lake Tahoe.

Defendant is a public utility gas corporation under the regulatory jurisdiction of this Commission.

Complainants allege, in substance, that they have been denied natural gas service by defendant. Defendant, in general, denies the allegation of complainants and avers that service will be provided upon proper application and the advance payment of the costs of extending its gas main in accordance with its main extension rule.

Public hearing in the matter was held before Examiner Emerson on June 10, 1971 at San Francisco. The record consists of statements of position and the oral arguments of counsel plus (1) a document entitled "Compromise and Settlement Agreement" (Exhibit No. 1) signed by counsel for complainants and for defendant and (2)

a map of Unit G with notations thereon showing the locations of approximately 18 applicants for gas service within said Unit.

The agreement (Exhibit No. 1) recites that complainants will receive the desired gas service without the necessity of advancing any of the costs of extending defendant's gas main to their properties within Unit G and that said main will be installed by the end of September 1971. The agreement, the terms of which are in accordance with defendant's filed tariffs, satisfies the complaint.

We are constrained to point out that this complaint action need not have been undertaken if defendant's employees had properly performed their obligations to serve the public by an investigation of and response to the repeated inquiries of various of the complainants. Ordinarily, the satisfaction of a complaint results in a dismissal of the complaint. In this case, however, it is appropriate to direct that defendant provide the desired gas service. Accordingly,

IT IS ORDERED that:

1. Southwest Gas Corporation shall carry out the terms and conditions of the "Compromise and Settlement Agreement" which is Exhibit No. 1 in this proceeding.

2. By not later than October 15, 1971, Southwest Gas Corporation shall have notified this Commission in writing that the gas main extension necessary to supply natural gas to all lots within Unit G of the Chamberlands subdivision has been completed and in service.

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

Dated at San Francisco, California, this 27th day of JULY, 1971.

William Lyons Chairman
James L. Stinson
Commissioner D. W. Holmes, Jr. being necessarily absent, did not participate in the disposition of this proceeding.
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