

ORIGINAL

Decision No. 82030

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

WESTWARD BUILDERS,

Complainant,

vs.

PACIFIC GAS AND ELECTRIC COMPANY,

Defendant.

Case No. 9380  
(Filed May 17, 1972)Herbert H. Reeves, for Westward Builders,  
complainant.John C. Morrissey, Malcolm H. Furbush, and  
Robert Ohlbach, by Robert Ohlbach, Attorney  
at Law, for Pacific Gas and Electric Company,  
defendant.O P I N I O N

This is a complaint by Westward Builders (Westward) against Pacific Gas and Electric Company (PG&E). A duly noticed public hearing was held in this matter before Examiner Donald B. Jarvis in San Francisco on January 11, 1973, and it was submitted on January 30, 1973.

The controversy at bench is over who is responsible for and should defray the costs of bracing for gas meters at mobile home subdivisions. In an ordinary residential dwelling the gas line inside the house ends at and is attached to a building stud. This provides rigid support for the gas meter which is attached thereto. Mobile homes receive gas through a connector, which is a flexible gas line, which is not capable by itself of supporting a gas meter. Mobile homes generally have utility service pads adjacent thereto. These service pads are concrete blocks in which are affixed

the distribution lines for utility service, including gas service. The gas distribution line which is encased in and projects through the service pad consists of rigid pipe which is sufficient to support one side of the gas meter which is affixed to it. It is conceded that the flexible connector which runs from the mobile home to the other side of the meter is not, alone, adequate to support that side of the meter. Westward contends that it is PG&E's responsibility to provide bracing for the entire meter. PG&E argues that Westward has the responsibility of providing appropriate bracing to receive the meter.

The material issues presented in this proceeding are:

1. Has PG&E acted improperly in requiring Westward to provide bracing for gas meters at its mobile home subdivision? 2. Has PG&E acted improperly by not acquiring and utilizing a self-bracing type of meter for mobile home subdivisions?

It has long been the rule in California that a utility owns and is responsible for its distribution system up to and including the outlet of its meter. (General Order No. 58-A, Sections 21, 22; Title Guarantee & Trust Co. v. Railroad Commission (1914) 168 Cal 295; In re Practice of Water, Gas, Electric and Telephone Utilities (1915) 7 CRC 830, 852-54.)

Public Utilities Code Section 770(a) provides that:

"The commission may after hearing:

(a) Ascertain and fix just and reasonable standards, classifications, regulations, practices, measurements, or service to be furnished, imposed, observed, and followed by all electrical, gas, water, and heat corporations."

Pursuant to Section 770(a) the Commission authorized PG&E to adopt various tariff rules. (Opinion on Rehearing, etc. (1960) 57 CPUC 571.) Among the rules authorized and adopted by PG&E is its Rule 20, which provides in part as follows:

"F. Customer Responsible for Equipment for Receiving Gas:

The customer shall, at his own risk and expense, furnish, install and keep in good and safe condition all regulators, gas mains, appliances, fixtures and apparatus, of any kind or character, which may be required for receiving gas from the Company, and for applying and utilizing such gas, including all necessary protective appliances and suitable housing therefor, and the Company shall not be responsible for any loss or damage occasioned or caused by the negligence, or wrongful act of the customer or of any of his agents, employees or licensees in installing, maintaining, using, operating or interfering with any such regulators, services, gas mains, appliances, fixtures or apparatus."

PG&E refused to connect its gas meters to the flexible connectors at one of Westward's mobile home subdivisions until Westward provided T braces to support the meters.

Is PG&E's Rule 20(F), or the application thereof, arbitrary, unjust, unreasonable, unsafe, or improper? (Pub. Util. Code §761.) The Commission finds that it is not for the reasons which follow.

As indicated, the general California rule is that a utility does not own and is not responsible for facilities beyond the outlet of its meter. We deem it a proper application of Rule 20(F) to require these facilities to be adequate to receive and support the meter. The rule has been applied to domestic service connections for many years. Under the rule, the builder or homeowner has borne the cost of providing adequate support for the house side of the meter. The record indicates that the cost of a T brace if installed at the time of construction of the service pad ranges from \$1.50 to \$3.50.<sup>1/</sup> This cost is not excessive or out of line with costs required of other domestic gas users.

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<sup>1/</sup> In the mobile home subdivision which provoked this controversy the cost was \$10 per T brace because they were not installed at the time the service pads were constructed and the pads had to be drilled in order to permit their installation.

Westward next contends that the problem would be obviated if PG&E used a self-bracing meter. It appears that some manufacturers make a meter, which has as part of its design a bracket into which can be inserted a removable brace. PG&E does not use such meters. It serves approximately two million domestic customers. PG&E has adopted a policy of using standardized domestic meters. This policy enables PG&E to effect savings in the purchasing of meters and the replacement parts thereof and in the maintenance of meters. By using a standardized meter PG&E is assured that its maintenance men will know how and be equipped to repair any domestic meter when they set out to do service calls. We cannot find that PG&E's refusal to utilize self-bracing meters for mobile home subdivisions is arbitrary or improper.

Finally, Westward contends that the requirement for a T brace to accommodate the meter is unsafe. There is no merit in this contention. The contention is based on the argument that before service is connected to a mobile home, or during periods when it may be disconnected, the T brace would constitute a hazard, which could cause injury to anyone who might be in the vicinity and could trip or fall over it. As indicated, the service pad is a concrete block. The record indicates that, in the subdivision which caused this litigation, even if the T base were removed there would still be affixed in and protruding from the pad the gas supply line pipe and a water supply line pipe with a T connector and valve at the top thereof.<sup>2/</sup> Removal of the gas meter T brace would not substantially reduce any hazard which might exist. Furthermore, there is

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<sup>2/</sup> Other subdivisions may have additional appurtenances (sewer connections, underground electric connection, etc.) in and protruding from the service pad.

no evidence in this record to indicate that any injuries have occurred in connection with gas meter T braces. If, in fact, protrusions from the service pad are hazardous then the top of the pad ought to be enclosed to prevent the risk of injury from any of the protrusions.

No other points require discussion. The Commission makes the following findings and conclusions.

Findings of Fact

1. Westward is a mobile home subdivision builder. In 1971 and 1972 it constructed in Modesto, California, a mobile home park known as Modesto Verde Mobile Home Park. Westward did not own the land upon which the mobile home park was constructed.

2. In an ordinary residential dwelling the gas line inside the house ends at and is attached to a building stud. This provides rigid support for the gas meter which is attached thereto. Mobile homes receive gas through a connector, which is a flexible gas line which is not capable by itself of supporting a gas meter. Mobile homes generally have utility service pads adjacent thereto. These service pads are concrete blocks in which are affixed the distribution lines for utility service, including gas service. The gas distribution line which is encased in and projects through the service pad consists of rigid pipe which is sufficient to support one side of the gas meter which is affixed to it. The flexible connector which runs from the mobile home to the other side of the meter is not, alone, adequate to support that side of the meter.

3. Westward constructed 147 service pads at the Modesto Verde Mobile Home Park.

4. PG&E informed Westward that it would not connect its meters to or provide gas service to the Modesto Verde Mobile Home Park unless Westward provided, at its expense, T braces to support the outlet side of the meters, to which the mobile home flexible connectors would be attached.

5. The cost of materials and installing a T brace, if it is installed at the time of construction of a service pad, ranges from \$1.50 to \$3.50.

6. T braces were not installed at the time the aforesaid 147 service pads were built. It was necessary to drill the service pads to install T braces. The cost of installing T braces in the service pads was \$10 per T brace.

7. The rule in California is that a utility owns and is responsible for its distribution system up to and including the outlet of its meter.

8. The Commission, in Decision No. 59810 (57 CPUC 571) acting pursuant to Public Utilities Code Sections 701 and 770 authorized PG&E to adopt various tariff rules including its Rule 20, which provides in part as follows:

"F. Customer Responsible for Equipment for Receiving Gas:

The customer shall, at his own risk and expense, furnish, install and keep in good and safe condition all regulators, gas mains, appliances, fixtures and apparatus, of any kind or character, which may be required for receiving gas from the Company, and for applying and utilizing such gas, including all necessary protective appliances and suitable housing therefor, and the Company shall not be responsible for any loss or damage occasioned or caused by the negligence, or wrongful act of the customer or of any of his agents, employees or licensees in installing, maintaining, using, operating or interfering with any such regulators, services, gas mains, appliances, fixtures or apparatus."

9. Some manufacturers make a type of meter, which, as part of its design, has a bracket into which can be inserted a removable brace. PG&E does not use such meters.

10. PG&E serves approximately two million domestic customers. It has adopted a policy of using standardized domestic meters. This policy enables PG&E to effect savings in the purchasing of meters and the replacement parts thereof and in the maintenance of meters.

By using a standardized meter PG&E is assured that its maintenance men will know how and be equipped to repair any domestic meter when they set out to do service calls.

11. There is nothing in the record which would support a finding that the installation of a T brace in a service pad designed to support the outlet side of a gas meter to which a flexible coupling would be attached constitutes a hazard.

12. In the light of PG&E's practice of using standardized meters for domestic services its refusal to purchase and use a self-bracing type of meter in connection with mobile home subdivisions is not illegal, arbitrary, unjust, unreasonable, or improper.

13. The application by PG&E of its tariff Rule 20(F) to require mobile home subdivision builders to provide T braces to support the outlet side of PG&E gas meters to which flexible coupling from a mobile home is attached is not illegal, arbitrary, unjust, unsafe, or improper.

Conclusions of Law

1. PG&E's requiring Westward to provide T braces on utility service pads in mobile home subdivisions to support the outlet side of the meter to which is attached the flexible gas line coupling from a mobile home is not improper or in violation of any statute or order of this Commission.

2. Westward is entitled to no relief in this proceeding.

O R D E R

IT IS ORDERED that Westward Builders is entitled to no relief in this proceeding and the complaint is denied.

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

Dated at San Francisco, California, this 24th  
day of OCTOBER, 1973.

Vernon L. Stevenson  
President  
William J. Gannon, Jr.  
John J. Gannon  
Philip M. Gannon  
Edward J. Gannon  
Commissioners