

Decision 37 12 005 DEC 9 1987

ORIGINAL

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Doreen G. Atkinson,  
Complainant,  
vs.  
Citizens Utilities Company  
of California,  
Defendant.

(ECP)  
Case 87-05-033  
(Filed May 20, 1987)

Doreen G. Atkinson, for herself,  
complainant.  
W. B. Stradley, for Citizens Utilities  
Company of California, defendant.

OPINION

This is an Expedited Complaint Procedure under Rule 13.2 of the Rules of Practice and Procedure and Public Utilities Code Section 1702.1. A public hearing before Administrative Law Judge (ALJ) Orville I. Wright was held in Monte Rio on July 16, 1987 and the matter was submitted upon the Commission's receipt of complainant's most recent letter dated August 26, 1987. Doreen G. Atkinson (Atkinson) testified on her own behalf and agreed that the Commission might review the file of her informal complaint lodged with the Consumer Affairs Branch. W. B. Stradley testified for Citizens Utilities Company of California (Citizens).

Complaint and Answer

Atkinson complains that Citizens is not supplying any water pressure to her home in Monte Rio. Upon inquiry of the Santa Rosa office of the California State Health Department, she was supplied with, and cites, Section 64566, Title 22, California Administrative Code, as follows:

"64566. System Pressure

"(a) Changes in distribution systems shall be designed to maintain an operating pressure at all service connections of not less than 20 pounds per square inch guage (psig) (140 kiloPascals guage (kPag) under the following demand conditions:

"(1) User maximum hour demand.

"(2) User average day demand plus design fire flow.

"(b) In a public water system supplying users at widely varying elevations, a water supplier may furnish a service to a user which does not comply with (a) if the user is fully advised of the conditions under which minimum service may be expected and the user's agreement is secured in writing. This waiver shall be applicable only to individual service connections."

Because she received no pressure, according to the complaint, Atkinson bought a pressure pump in 1977, at a cost of \$375.00, in order to draw from Citizens' system.

Complainant asks either that lawful and adequate pressure be supplied to her home or that the utility's ready-to-serve fee be reduced in an amount equal to the expenses she pays to maintain and operate her pump. She also requests reimbursement for lack of pressure in the past.

Citizens' answer alleges that complainant's service connection is located in close proximity to its Guerneville System's Upper Northwood Control Tank and at approximately the same elevation so that the location limits the amount of water pressure available at complainant's premises. It is further alleged, upon information and belief, that complainant was informed at the time of construction of her Monte Rio residence or at the time of application for water service in 1977 that the physical location of the home would require Atkinson to install a pressure system and

that complainant was offered, and accepted, service subject to this condition.

#### Public Hearing

Shortly after commencement of the public hearing in this case, Citizens announced that it had elected to replace Atkinson's pressure pump with one of its own and would henceforth itself pay the costs of operating and maintaining the pump so that adequate pressure would exist at complainant's premises, as requested in the complaint.

It was agreed between the parties that Atkinson would advise the ALJ when Citizens had completed its pump replacement work and, at the same time, would request dismissal of her complaint. It was further agreed that Citizens' manager would call upon complainant and explain the readiness-to-serve element of its tariff.

Atkinson's letters of August 7, 12, and 26, 1987 to the ALJ acknowledge that the pump has been replaced and that utility representatives called upon her to explain Citizens' tariff. These letters also summarize the many fruitless efforts made by complainant, starting on August 26, 1985, to receive a satisfactory response to her questions. As complainant writes, it was "not until a hearing date was set for July 16, 1987 that Citizens got into gear and took quick action to install a booster pump and finally supply us with service." Atkinson states that she still feels that same kind of a reimbursement is due by reason of the lack of water pressure over the past several years.

#### Discussion

What should have occurred in this case is quite clear. In 1977, when complainant applied for water service, Citizens should have fully advised her in writing of the conditions under which service could be expected and Atkinson's agreement should have been secured in writing.

Atkinson consistently states that she was never given any information by Citizens and did not sign any waiver of Citizens' obligation to provide water at proper pressures. Citizens, on information and belief, states that a waiver was obtained in 1977, but the document is unavailable as its Guerneville office records have been lost because of Russian River floods.

We agree with Atkinson that the notion of lost records by reason of flooding may have been reasonable except that Citizens must have known of any missing records for Atkinson when it first investigated her questions in 1985, two years ago. Instead of admitting that it had no written waiver from complainant and, thus, must install a pump to provide the required pressure to her residence, the utility simply stalled and provided suspect information to our Consumers Affairs Branch until hearing on the formal complaint was imminent.

While Citizens' poor management of Atkinson's grievance is not to be condoned, we are mindful that complainant has no equitable claim to the rate reduction and refund she seeks. If Citizens had done what it agrees that it should have done--explain to Atkinson that there would be no pressure and obtain her written consent to that condition at the outset--complainant would have been properly served as a customer, paying the lawful tariff and paying, as well, for her pump and its operating costs. If any recompense is due to complainant, it would be by way of reparations or damages available in civil court proceedings but not within Commission jurisdiction. ✓

ORDER

IT IS ORDERED that:

1. Citizens Utilities Company of California shall install and maintain a booster pump system at complainant's premises at its own cost and expense and provide water service at pressures in accordance with General Order 103.

2. Monetary relief requested in the complaint is denied.

3. The complaint is granted as set forth above.

This order becomes effective 30 days from today.

Dated DEC 9 - 1987, at San Francisco, California.

STANLEY W. HULETT  
President  
DONALD VIAL  
FREDERICK R. DUDA  
G. MITCHELL WILK  
JOHN B. OHANIAN  
Commissioners

I CERTIFY THAT THIS DECISION  
WAS APPROVED BY THE ABOVE  
COMMISSIONERS TODAY.

*Victor Weiss*  
Victor Weiss, Executive Director

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