

ORIGINAL

Decision 89 01 046 JAN 27 1989

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Ethel Dotson,

Complainant,

vs.

Pacific Gas and Electric  
Company,

Defendant.

(ECP)

Case 88-07-005  
(Filed July 6, 1988)

Ethel Dotson, for herself, complainant.  
Mike Weaver and Tony Conroe, for Pacific  
Gas and Electric Company, defendant.

O P I N I O N

Complainant Ethel Dotson requests that the Commission order Pacific Gas and Electric Company (PG&E) to restore her electric service and to set up a suitable payment plan. Dotson alleges that she needs electric service since she is ill, and that her economic situation requires a payment plan. In the complaint Dotson further alleges that although \$300 was paid on her account on April 15, 1988, electric service was terminated on June 30, 1988. As a consequence of the service termination, food and medicine spoilage in the amount of \$300 occurred.

Defendant PG&E answers the complaint stating that a payment of \$300 was received and credited to Dotson's account on April 25, 1988, and that electric service was terminated on June 29, 1988. PG&E alleges that proper notices of discontinuance of service were given prior to terminating electric service.

At the hearing on September 1, 1988, Dotson testified that she lives alone in her residence at 396 South Street in Richmond. The residence is a large two-story building containing

21 rooms. It is an older building that has little or no insulation. The building is served by two separate electric meters since at some time in the past the lower story of the building served as a halfway house, and that portion was served on a commercial rate schedule. Dotson states that she has poor health and as a result is unable to work regularly, which makes it impossible for her to pay more than \$10 a month for electricity. Her poor health necessitates more heating of her residence than would otherwise be needed. Since there is no gas service to the residence, heating is electric.

Dotson has made only one \$10 payment on one of her accounts since August 1987, stating that PG&E told her that \$10 per month is not sufficient to prevent service termination. Another payment of \$300 was made in her name by an energy assistance organization in May 1988. Dotson further requests that PG&E be ordered to reimburse her for the \$300 value of food and medicine lost due to spoilage as a result of service termination.

PG&E representative Tony Conroe testified that PG&E has a Balanced Payment Plan (BPP) for residential customers that is based on the estimated annual bill and requires 12 equal monthly payments. PG&E has attempted to work out a BPP with Dotson for some time, but it cannot agree to \$10 a month since Dotson's bills are typically in excess of that amount, and both accounts are in substantially in arrears.

Late-filed Exhibit 2 indicates that Dotson account, CJT-06-54018-5, was given an additional medical allowance of 500 kilowatt-hours per month under Rate Schedule ElTM ("M" indicates medical) beginning November 2, 1987, with a retroactive adjustment allowing for the additional medical allowance back to her on-service date of August 19, 1987. Service under the second Dotson account, CJT-06-53917-0, also began on August 19, 1987 under Residential Rate Schedule ElTB. On February 2, 1988 that rate was changed to General Service Rate A-1 which is a commercial rate

schedule. The change was made since PG&E was informed that this meter was serving a halfway house.

PG&E testified that prior to termination of service, a 15-day notice was sent in the bill to Dotson, presumably in May 1988. PG&E unsuccessfully attempted to contact Dotson at her residence on June 16. On June 17 PG&E delivered a 48-hour shutoff notice to the Dotson residence. Finally, receiving no response from Dotson, PG&E terminated service on both Dotson accounts on June 29, 1988.

#### Discussion

The issues are straightforward. Dotson wants service restored and reimbursement for food and medicine spoilage as a result of service termination. PG&E desires a workable agreement whereby service is restored and bills are paid on a current basis. In addition, PG&E wants the past-due balances to be paid off over time.

Regarding termination of service for nonpayment of bills, PG&E Tariff Rule 11, approved by the Commission, provides that monthly bills for electric service are past due if payment is not received by PG&E within 19 days after the date the bill is mailed. When bills become past due, service to a residential customer may be terminated after the following have occurred:

1. Written notice of discontinuance of service for nonpayment of bills has been issued.
2. The bill has not been paid within 15 days of presentation of the discontinuance of service notice.
3. PG&E has made a good faith attempt to personally give the customer advance notice at least 24 hours before the date of discontinuance.
4. If the personal contact in 3. cannot be made, PG&E has given a 48-hour notice of termination either by mail or in person.

We conclude that PG&E followed the proper notice procedures for termination of service.

The administrative law judge asked PG&E whether an indication of commitment by energy assistance or other assistance organizations could be used in determining the required BPP for a customer such as Dotson. PG&E indicated that it does not routinely credit such assistance until the funds are received. However, during discussions between Dotson and PG&E at the hearing, PG&E offered to attempt to work out a BPP by crediting in advance the expected energy assistance payments for the prospective year. Prior to submittal of the proceeding on September 12, 1988, PG&E furnished a copy of an agreement between Dotson and PG&E, dated September 7, 1988, for a BPP and restoration of service. Under the agreement, Dotson is required to pay \$12.73 per month plus the current bill by the 10th of each month. The \$12.73 amount will amortize over 12 months the unpaid balance of \$152.72 for both accounts. \$152.72 is the net amount remaining after crediting in advance, commitments of \$286.95 by the Social Services Department and \$300.00 by Contra Costa County. As a part of the agreement Dotson's service was restored on September 7.

This agreement between the parties has resolved the issues of this case except for Dotson's claim of damages for spoiled food and medicine. The Commission may order a public utility to make reparations to a complainant under Public Utilities Code Section 734 if it finds that the public utility has charged an unreasonable, excessive, or discriminatory amount. The Commission may not order reparations if the rate in question has been found to be reasonable. In this instance, Dotson does not allege, and there is no evidence to indicate, that PG&E has charged other than reasonable rates.

We conclude that the Commission cannot order reparations. The complaint should be denied.

ORDER

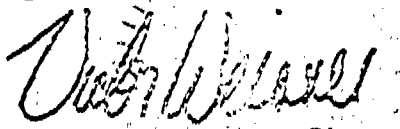
IT IS ORDERED that the complaint in Case 88-07-005 is denied.

This order becomes effective 30 days from today.

Dated JAN 27 1989, at San Francisco, California.

G. MITCHELL WILK  
President  
FREDERICK R. DUDA  
STANLEY W. HULETT  
JOHN B. CHANIAN  
Commissioners

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

  
Victor Weissert, Executive Director