ALJ/AVG/p.c *

C. 90-01 017 AU/LAVG/E.C.

. . .

DEC-20 1990

Decision 90-12-081 December 19, 1990 In 1981, Carl Marvin, Sillow Creek's owner at that time, BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA Mary Healy and Gary Healy, a metrice in a fill of the party legal Wecomplainants, and wer WANGILLISAILS (mac) blues appoint on a till a standard to such the decoderant of a terms of all proposed for Case 90-01-017 (1) (H) FT right () **YS** the abuve is special of ((Filed January 8, 1990)¹ dom Pacific Gas and Electric Company, (Nov) of restrict the state of the second to diposi add between appointe shirt i te ne cere sustante wa suit the require des the exceed (the free fortage s) to any . Free test make with the found of antipue particular of the test is a new best Richard Cze Burtón, Attorney, at Law, for Sassin De Brass Mary and Gary Healy, complainants. Jefferson C. Bagby, Attorney at Law, for

Pacific Gas and Electric Company, second and approximate defendant.

OPINION

Summary of Complaint

This decision grants the request of Mary and Gary Healy (complainants) to order Pacific Gas and Electric Company (PG&E) to build an electric line extension to serve the Willow Creek Campground (Willow Creek) under the free footage allowance provision of PG&E's tariff. While the decision denies complainants' request for attorney's fees and costs, it allows them to file a supplemental request for the Advocate's Trust Fund. <u>Background</u>

Complainants own Willow Creek which is located at 17548 Highway 49, Comptonville, California. Willow Creek contains 28 camping spaces, a bathhouse and laundry room, plus owners' living quarters and office. Willow Creek has electric wiring which has been inspected and approved by a licensed electrician. Each campsite at Willow Creek has hookup for power. Complainants use their own generators to provide power to Willow Creek's facilities.

060-20172

In 1981, Carl Marvin, Willow Creek's owner at that time, Joined Russ Connelley, complainants' neighbor, and others in 140330 applying for an electric line extension from PG&E and others in 140330 Connelley that estimated revenues from Connelley's residence would not be adequate to support PG&E's investment and the extension will not be feasible under the free footage provisons of Rule 15(B)(1) of PG&E's tariff. Under the provisions of Rule 15(B)(1) reoverhead line extensions are made at PG&E's expense provided the length of line required does not exceed the free footage allowance. Free footage allowance for a line extension is based on the expected electric load the line extension would generate redet

PG&E, however, agreed to install the extension under exceptional case provision of Rule 15(E)(7) which provides:

> "In unusual circumstances, when the application of these rules appears impractical or unjust to either party, or in the case of the extension of lines of a higher voltage, the Utility or the applicant shall refer the matter to the Public Utilities Commission for special ruling or for the approval of special conditions which

may be mutually agreed upon, prior to commencing construction."

PG&E estimated the cost of such extension to be approximately \$217,875. PG&E informed Connélley that an advance payment of the estimated costs of the extension would be required under Rule 15(E)(7).

PG&E also advised Connelley that construction of such uneconomic extension is usually postponed until the area develops to the point where the revenues generated by the extension will be sufficient to qualify the extension under the provision of Rule 15(B)(1).

Connelley and others postponed their plans to receive electric service from PG&E.

In November 1984, Marvin sold Willow Creek to complainants.

C.90-01-017 ABJAVG/P.C

wolf Hill is In January: 1985): complainants) requested PG&E for electric line extension for Willow Creek in accordance with the free footage allowed under Rule 15(B) (1)? of PG&E's tariffus 2000 second

will belief PG&E informed complainants that the closest power source of was located approximately 8,600 feet from Willow Creek and that some Willow Creek would not qualify for the necessary free footage success allowance a PG&E also provided an estimate of complainants' share are of an approximate cost of such an extension in Based on the sufficient estimated costs, complainants decided to postpone their plan to apart receive electric service of the sufficient space of a substance.

In the fall of 1988 Connelley reapplied for electric service. On September 3, 1988, Connelley signed an Overhead Electric Extension and Service Agreement with PG&E. The Connelley extension, which was completed shortly thereafter, brought the power lines to 3,800 feet from Willow Creek.

About the same time when the Connelley extension was being negotiated and constructed, complainants requested a line extension. PG&E's Grass Valley District Representative; Ted Pierce, informed complainants that they would receive free footage allowance under Rule 15(B)(1) for only the permanent dwellings at Willow Creek and that no free footage allowance would be allowed for individual camper spaces since campers are not considered to be permanent dwellings. Pierce estimated that complainants would be entitled to only 1,100 feet of free footage.

In early 1989, Richard Ware took over Pierce's duties in PG&E's Grass Valley office. Ware visited Willow Creek and determined that complainants were entitled to 1,700 feet of footage allowance rather than the previously estimated allowance of 1,100 feet. The new manager later determined that if complainants installed all the electric load they planned to install, they would be allowed the required 3,800 feet of free footage allowance and that the Willow Creek extension could be built under the provisions

- 3 -

•

. .

÷

While PG&E agreed that Willow Creek would qualify for the required free footage allowance, it informed complainants that the Grass Valley office had modified its policy regarding line for first extensions. According to the revised policy, the projected state revenues generated by a line extension had to justify the cost of for building such an extension of PG&E claimed that if the extension a for were to be built with the standard free footage allowance in to first accordance with the old policy, other ratepayers would be required to subsidize complainants. PG&E agreed to build the Willow Creek extension only if complainants paid in advance the \$20,000 tree vitrinming costs associated with building the line extension.

While PG&E required complainants to pay the tree trimming costs associated with their extension, it did not require Connelley and three other customers, Cecchini, Burgess, and Pena, to pay such costs. Table 1 shows a comparison of Willow Creek line extension costs with four other line extensions, which were built during 1988 and 1989. These extensions are in the vicinity of Willow Creek. It should be noted that advance payments shown on line 3 of Table 1 are for line extensions in excess of free footage allowance, not for tree trimming.

.

~

C.90-01-017 /ALJ/AVG/vd1

TABLE 1

•

EXTENSION COMPARISONS 3 VOVA (614 - 510-20-08.0

· . .

• -						
N E	CAN Deceptable and COPICS	P GROUND EALY)	CECCHINI + Hogar + Cannon	CONNELLEY (3) Uottestnanta	BURGESS	PENA
į	Length of extension, feet	11 3,800 0	X10-2,0013	(.5)8;594)	JATE 60230	ains 964
Ź	Rule 15 allowance, feet, owners	3,500	17 112 2,915 17 112 2011	usod ymraa	635 C	165 Jean
3	Advance payment for excess	arită (\$0 c	9 6 (1) Gard) a .\$175594 -t	avida 📫 in	\$5,015
4	Estimated cost of extension (incl tree trimming of:)	\$47,500 \$14,763	\$45,131 \$10,000	istre:\$36;000:±:	oria \$200 kn	ion \$6,000
5	Actual cost of extension course	\$47,500	\$35,860	\$74,214	10111101.2 \$6,175	H3D1 \$14,435
6	Average cost per foot	· \$12,50 g	010 (\$12136	ee∄ ≈ \$8,64 0	ien \$10,26 at	
;	TURA OF ERADI			y ofster et		elení
8 9	Résidences Commercial	•	-			1 0
10	Residential Contracted load:	[1990]	1988	1988	1989	Care 1989
11	Lights Refrigérator					
	Heat pump		in Efricia à	2010-012-012-012-012-012-012-012-012-012		0 1917 - 0
	Rangé Dishwasher					
15 16		_			É	~
17	Dryer				· · · · · · · · · · · · · · · · · · ·	
18		-	· · ·	- NE 1 1 1 1 2 1		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
19 20		U 1	international de la setenation €	a su sufigio y foi. O	di spesi i i	0
21	Air conditiónér a real Héatér					
	Commercial Contracted Loads		•			1993 ÷
22	Commercial Contracted Load:	2 kw	Ò	· 0	·	Ó
23	Lathe	5 hp	Ó	i landa da		E A Ó
24		6 hp			- (a 1 − 2 − 2 − 2 0 2) (A
25 26		5 hp 1 hp		in a star i de la compañía de la com		land O
21			en strest { en strest terrest	\$10,944	• • • • • • • • • • • • • • • • • • •	
28	Average gross rev, Grass Valley		\$806	-		-
29	Actual gross annual revenue	\$4,800			\$432	\$200
30	Actual basé annual revenue	\$2,400	\$350	\$850	\$215	\$102
•	Supported capital cost	\$11,494	\$1,676	\$4,071	\$1,030	\$488
32	Unsupported capital cost	\$36,008	\$34,184	\$70,143	\$5,145	\$13,947
33	3 Total Advance (Linés 3 + 27)	\$0	-\$0	\$28,538	\$0	\$5,015
34	4 Annual expense to ratepayers	\$7,518	\$7,13	\$ \$11,908	\$1,074	\$2,431

1 219.67

C.90-01-017 ALJ/AVG/p30.310ASHOD WATCHARD

FERY

1 ਼ੇ

्रिष्

<u> 간 6, 3</u>종,

SS 6, SS

 $\{N_i\}_{i \in I}$

いれている

131221205 THEFT CREEK CECCHERE (3)ARAD GROOMD + HOUSE

Complainants found PG&E's offer unacceptable and filed titizerse erretuplation of 90 di-017 on January 8, 1990 moleastre to dipost <u>Hearings</u>, 2.73 Evidentiary hearings in the matter were held before a draw

^{2:0} Administrative Law Jüdge (ALJ) Garde in Grass Valley on July 17 and a August 16, 1990. The proceeding was submitted upon receipt of Concurrent briefs on September 24, 1990, 518 retrieted cast of extension (the path that east fast) PG&E's Position

maintains that the policy of studying the economics Stable liné extensions has been fits longstanding systemwide policy, same The Grass Valley office started applying it in 1989.

PG&E estimates the cost of building Willow Creek 10803 to avai extension to be \$47,500 (including tree trinning costs): PG&E contends that the estimated annual gross revenues from Willow Creek of \$4,800 would not justify building the extension. PG&E opines that if the extension were built under the standard free footage allowance, other ratepayers would end up subsidizing complainants by about \$7,500 per year. PG&E argues that even if complainants were to pay \$20,000 for tree trimming, other ratepayers would still subsidize Willow Creek by \$3,750 per year.

Further, PG&E argues that Willow Creek is a commercial operation and that any ratepayer subsidy to Willow Creek would in fact be a subsidy to complainants' profit.

In addition, PG&E contends that the Commission; as early as 1977, recognized that the current free footage allowances, established in 1960, needed to be reduced. The Commission instituted C.10260 with the objective of reducing the allowances. However, the Legislature, by enacting Public Utilities (PU) Code § 783 essentially froze the free footage allowances at their 1960 level. PG&E argues that free footage allowances are not based on revenues produced by the extension and that the only remedy to this problem lies in the application of Rule 15(E)(7) PG&E asserts

212,52

建物合金 化成制 计控制分析 化试验分析

″O

that application of Rule (15(E)'(7) will be equitable to PG&E, Willow Creek, and ratepayers. Complainants' Position

• , *t*

Complainants contend that they had applied for a line extension before PG&E's Grass Valley office changed its policy regarding line extensions. According to complainants, had PG&E not initially miscalculated the free footage allowance for Willow Creek, they would have qualified to get an extension under the standard free footage allowance provisions similar to the ones received by others shown in Table 1. Complainants maintain that PG&E is now retroactively applying its new policy in an attempt to recoup tree trimming cost from them where other persons similarly situated have not been so charged. <u>Discussion</u>

The case presents one important issue: Did PG&E treat complainants differently than it treated other parties similarly situated?

The facts of the case clearly show that complainants are being asked to pay tree trimming charges when four other applicants were not assessed similar charges. The only explanation provided by PG&E for this discrepancy is that the initial free footage allowance calculations for Willow Creek were in error. By the time this error was corrected, PG&E had instituted its new line extension policy requiring economic justification of each extension. This is clear from the following direct examination of Ware by PG&E's counsel, Bagby.

> Okay. Then in 1988 why didn't -- why didn't you build the Willow Creek Campground extension on a free footage allowance?

"I mean it appears here that you built the Burgess and the Pena extensions in '89 which is after the Connelley extension was finished and yet it was -- and yet the Burgess and Pena extensions -- I mean, I would guess were built during the

- 7 -

0.90~01~017 ALU/AVG/p.0

that applied time when you were building these free leaf applied that to leaf willing the second point to leaf the second point and creak, and rates you were second secon

"A solo okay. When we looked at the Willow Creek Campground in with the Connelley Volted all extension of right around that time proton noted as the based on the free footage allowance the Willow Creek Campground had and the Willow Creek Campground had and the Willow Creek Campground had and the Solid to distance there would have been twenty of a that thousand dollars or so extra required even under the standard provisions. Solid to the the standard provisions of the based seventeen, Willow Creek Campground would the the standard seventeen, Willow Creek Campground would the the standard have had to put up twenty because their work of the extension was thirty-eight hundred feet and they didn't have that money to put up." (Tr., Vol. 1, 112 and 113.)

Not only did PG&E niscalculate free footage allowance for Willow Creek, it had no clear guidelines regarding interpretation of Rule 15. PG&E service representatives, Ware and Pierce, interpreted the rule differently. This is evident from the following cross-examination of Ware by the ALJ:

	Very well. And turning to Exhibit 17, were any tree trimming costs assessed against the four owners that Mrs. Healy listed here?
	net all war file of the second state of the second state of the
	No. a provident de la companya de la
۳Q	Was there any reason why they were not assessed tree trimming charges that you're asking Mrs. Healy to fund at this time?
	I really feel that the Cecchini job and the Connelly [sic] job that there should have been either some discussion about the economics of those jobs and maybe the tree trimming contributed or perhaps they should have been billed under E-7.
:	"I was not directly involved in those jobs nor did I work in the district at that

time..." (Tr., Vol. 2, 267 and 268.)

C. 90-01-017 AUJ/AVG/p.C

ant at It is clear from the above testimony that PG&Eprin 1988 At miscalculated the free footage allowance for Willow Creek of Had efte PG&E correctly calculated the free footage allowance for Willow of the Creek, the extension would have been built simultaneously with the Connelley extension without a charge for complainants and this MANT complaint would not have been filed on Or in the alternative had not PG&E: established (clear guidelines for interpreting Rule 15/ Jentings complainants would not have been singled out for tree trimming yout charges and thus would not have filed the complaint. Complainants should be granted the relief, sought (of the study as no iso has offa to an Next, we will consider (PG&E's contention that Willow a part Creek!s extension should be treated differently from other accounted extension because Willow Creek is a commercial operation and that the the other four extensions shown in Table 1 are for residential design properties. The annual ratepayer subsidy to these properties range from \$1;074 to \$11,906 Rule 15 does not provide for differenteened treatment of residential and commercial properties. The annual agent subsidy of \$7,518 which Willow Creek would receive is not out of line with the subsidies being received by the other four : properties. Contract and a contract design of and

1

As to PG&E's contention that the free footage allowances is promotional in nature and that PG&E should be allowed to apply Rulé 15(E)(7), we believe that Legislature by enacting PU and a more Code § 783 has determined that free footage allowance be continued at its present level. Willow Creek qualifies to receive its line extension under the provisions of PU Code § 783.

Based on the above, we will grant complainants' request and requiré PG&E to install line extension for Willow Creek under the standard free footage allowance at no cost to complainants. <u>Attorneys' Fees</u>

\$3,500 in attorneys' fees and costs they have incurred.

the fact PG&E has chosen to treat this case as a test case in its attempt to circumvent the free footage (allowance provided by the second Rule (15(B)(1)), the content operator and bede holes yldown of the

out diffu complainants maintain that the primary beneficiary of non-PG&E's action would be its stockholders not the ratepayers and canob accordingly the most appropriate action would be to assess the fees against the stockholders. Complainants specifically request that 34 they be granted attorneys! fees and costs out of the Advocates (encou Trust Fund, for, in the alternative, be awarded intervenor's fees de and expenses pursuant to the Commission's Rules of Practice and works Procedures (the Commission's Rules) as set forth in Title 20 of the California Code of Regulations; with a further request that PG&B and a stockholders be made to indemnify either the trust fund or the stars ratepayers for the fees paid to complainants. Here we have a second State and Né will consider complainants' request for recovery of the expensés from either Advocates' Trust Fund or as intervenor's fee 1 (1.<u>-</u> separately. 5 Y 2

De les Advocates (Trust Fund fresh a section de la company de la

PG&E contends that complainants should not be provided compensation from the Advocates' Trust Fund because complainants have not demonstrated support for the amount requested. According to PG&B, complainants have not filed a budget stating the number of hours their attorney worked, his rate of compensation, his level of skill in practice before the Commission, nor have they provided an itemization of cost. PG&E asserts that the Commission, based on the information provided by complainants, will be unable to determine if payment of \$3,500 is reasonable.

In addition, PG&E maintains that complainants have not demonstrated that \$3,500 worth of attorneys' fees and costs would cause them financial hardship. While PG&E does not dispute that complainants have limited income from Willow Creek, PG&E opines that complainants have not provided any evidence of their income from Willow Creek or from other sources. PG&E believes that

C.96-01-017 AL7/AV6/p.0

÷ .

complainants clearly had significant amounts of moneystophe able to purchase the fairly large campground property in a prime location on a well-travelled scenic highway allowers not completed.

Further, PG&E asserts that complainants also do not qualify for compensation from Advocates' Trust Fund because they do not represent consumer interest. According to PG&E, complainants initiated the complaint for their own economic interest to save the \$20,000 in tree trimming costs.

Discussion and antibuling, que area d'a la vallee or l'antibulit or antibulit or antibulity in antibarea antibarea antibulity in

We agree with PG&E that complainants have not provided any information which would enable the Commission to make a finding of what would be a reasonable amount for attorneys' fees, in view of time spent, level of skill shown, and comparable fees paid to others practicing public utility law. Advocates' Trust Fund requires that such a finding be made before any award for compensation be made.

Complainants have also failed to demonstrate that their own economic interest is not sufficient to motivate participation (Advocates' Trust Fund Declaration of Trust at page 3).

We will deny complainants' request to receive compensation for attorneys' fees and costs from Advocates' Trust Fund, but will allow them to file in this docket, within 45 days of the mailing date if this decision, a supplemental request for funds from the Advocates' Trust Fund. We caution the complainants that their request must address the Advocates' Trust Fund guidelines in the Declaration of Trust (which is available from our Public Advisor's office).

Intervenor's Fee

There are three rules in the Commission's Rules that allow the Commission to award compensation under the Public Utility Regulatory Policies Act (PURPA) to consumers involved in proceedings before the Commission. Complainants are not entitled to recover attorneys' fees and costs under any of these rules.

C.90-01-017 AL4/AVG/p.C +

٦Ń

complainants clearly had significant a couffa of **forðraina**m able to neises Rule 76.01 establishés usorgana estavité d'élétes d'élétes de la costa de la costa

•

"Procedures for awarding reasonablesfees and words (Eam a no ton costs, to consumers of electric utilities pursuant to PURPA Section 122(a) (2)."

qualify for compensation field Advocted' study breause they do Rule 76.02(h) provides the definition for the proceedings under ton which Rule 76.01 fees and costs may be awarded. This section says that:

\$20,000 in tree evicating acets.

And Alexandra March

"'Proceeding' shall mean any application, case, noteousgitt investigation or other procedure of the

Believe Commission' related to portinvolving electric of

rates or rate design which is initiated after the date the rules herein become effective and NOTION A TERV at in which a PURPA position is considered, "ad block that the

Rule 76.02(c) provides the following definition of PURPA and the solution of the south the second standing positions "(C) 'PURPA position' means a factual contention, legal contention, or specific get and the program

reconnendation promoting one of the following PURPA purposes and relating to one or more of

UNADA (1) the following PURPA subtitle B standards (- Second entry and -PURPA purpòses:

(1)

the release of the press of the set

(A) Conservation of energy supplied by · · · · · · · · · · **لعی**سی ۲۰۱۱ - ۲۰۱۱ - ۲۰۱۱ - ۲۰۱۱ - ۲۰۱۲ - ۲۰۱۲ - ۲۰۱۲ - ۲۰۱۲ - ۲۰۱۲ - ۲۰۱۲ - ۲۰۱۲ - ۲۰۱۲ - ۲۰۱۲ - ۲۰۱۲ - ۲۰۱۲ - ۲۰۱۲ - ۲۰ èlectric utilitiés e l'attai sin territari part ter inter 1 : ÷

Optimization of the efficiency of use of (B) - (B) facilities New York

Equitable rates to electric consumers (C)

1014(2) PURPA Ratémaking Standards: 1000 1000 Presidence and

Cost of Service - S 111 (d)(1) (A)

s al al anaphi shiri Declining Block Rates - S 111(d)(2) (B) 2021

Minute March (C) & Time-of-Day Rates - S 111(d) (3) and should be after the

化乙酸盐 化化合物 化合成有效分析 (D) Seasonal Rates - S 111(d)(4)

September 1 and the second (E) Interruptable Rates - S 111(d)(5)

C.90-01-017 ADJ/AVG/E.C.

110.000.000

It is clear that the Willow Creek extension case is not a case wherein a "PURPA position is considered." Therefore, this complaint is not a "proceeding" for which compensation can be awarded under Rule 76.01.

Rule 76.51

Rule 76.51 states:

"The purpose of this article is to provide compensation for reasonable advocates' fees, reasonable costs to public utilities customers of participation or intervention in any proceeding of the Commission initiated on or after January 1, 1985, to modify a rate or establish a fact or rule that may influence a rate."

This complaint does not have rate modification as its purpose, nor does it establish a fact or rule that may influence a rate. The complaint is not a "rate" proceeding and therefore complainants cannot receive costs or attorneys' fees under Rule 76.51.

Finally, we note that complainants have failed to file for Finding of Eligibility for compensation which is required by Rule 76.54 of the Commission's Rules.

We will dény complainants' réquest for récovery of attorneys' fees and costs pursuant to the Commission's Rules.

C.90~01~017 2JJ/AVG/P.⊂*

C.90-01-017 ALJ/AVG/p.c

Finally) we will consider complainants arequests for sanctions against PG&E's stockholders and to make the stockholders' indemnity either the Advocates' Trust Fund or the ratepayers for attorneys' fee and costs. There is no existing mechanism which provides for the Commission to take such action. Accordingly, we will deny complainants' request.

Comments on Proposed Decision

At the conclusion of the evidentiary hearings, PG&E made a motion requesting that the ALJ's proposed decision in this case be issued for comments pursuant PU Code § 311. PG&E's counsel stated the following in support of the motion:

"MRO BAGBY! And, your Honor, PG&E would make a contain outra motion that a proposed decision be issued in this case pursuant to Public Utilities Code Section 311 and as you know, complainants have case about indicated that they feel this is a test case, (a) and if this truly is a test case, that it be appropriate for both parties to have an contain opportunity to provide comments on the decision before it becomes final.

"PG&E would request that that be done." (Tr. 1, Vol. 2, 279.)

Complainants' attorney, while not opposed to PG&E's request, expressed concern about this complaint being made a test case for such an important issue. He insisted that policy regarding such an important issue should only be established after active participation and assistance of the Commission staff.

We believe that this case involves miscalculation of complainants' free footage allowance by PG&E. It does not involve any policy issues regarding line extensions in general or interpretation of Rule 15. Accordingly, we will not use it as a test case.

As a rule, in customer complaint cases, we do not issue ALJ's proposed decisions for comments. We believe that all pertinent issues related to the complaint have been adequately

X.

- C.90-01-017 ALT/AVG/p.c

addressed in the briefs: a Since this complaintais not being for considered as a test case, we see not reason to issue the ALJ(s paled proposed decision for comments pursuant to PU Code \$31117 Int addition, issuing the ALJ's decision for comments will further force delay complainants from receiving their line extension. To We will som deny PG&E's motion. To be verified at 1000 (2000 (1000 m) 100 Findings of Fact

4

1. Complainants own and operate Willow Creek on our and

So 3.: Willow Creek generates its own power: the pakeed that

4. In January 1985, complainants requested an electric line extension for Willow Creek in accordance with the free footage allowed under Rule 15(B)(1) of PG&E's tariff. 5. PG&E informed complainants that the closest power source was located approximately 8,600 feet from Willow Creek and that Willow Creek would not gualify for the necessary free footage allowance.

6. Under the provisions of Rule 15(B)(1), overhead line space extensions are made at PG&E's expense provided the length of line required does not exceed the free footage allowance.

7. Free footage allowance for a line extension is based on the expected electric load the line extension would provide.

8. In the fall of 1988, Connelley, complainants' neighbor, received an electric line extension from PG&E in accordance with the free footage allowance provided by Rule 15(B)(1) of PG&E's tariff.

9. Three other residential customers, Cecchini, Burgess, and Pena, located in the vicinity of Willow Creek, received electric line extensions under Rule 15(B)(1).

10. The Connelley extension brought the power source to 3,800 feet from Willow Creek.

(a) A set of the se

۲.

11. PAbout the same time when the Connelley extension was orbra being negotiated; complainants requested a line extension.boxobla according

121 PG&E's Grass Valley district representative informed open complainants that they would be entitled to only 1,100 feet of free footage allowance were oak. Coll provide a cont constant of years

13. In early 1989, PG&E's Grass Valley distriction and yards représentative was replaced.

14. The new district representative determined that ... complainants were entitled to the required 3,800 feet of free footage allowance and that the Willow Creek extension could be sugge built under the provision of Rule 15(B)(1).

15. During the hearings; PG&E stipulated that Willow Creek qualifies for a free footage allowance of 7,600 feet.

16. PG&E modified its policy regarding line extensions in 1989.

17. According to PG&E's new policy regarding line extensions, the projected revenues generated by a line extension had to justify the cost of building the extension.

18. PG&E decided to build the Willow Creek extension in a contract accordance with its new line extension policy.

19. PG&E claims that building the Willow Créek extension under the free footage provisions of Rule 15(B)(1) would require other ratepayers to subsidize complainants.

20. PG&E agréed to build the Willow Creek extension only if a complainants paid in advance the \$20,000 trée trimming costs associated with building the extension.

21. PG&E did not require Connelley, Cecchini, Burgess, or Pena to pay tree trimming costs associated with building their line extensions.

22. The Connelley, Cecchini, Burgess, and Pena extensions are being subsidized by other ratepayers of PG&E:

23. Complainants found PG&E's offer unacceptable and filed C.90-01-017.

24. Had PG&E not initially miscalculated the free footage allowance for Willow Creek, complainants would have qualified to

C. 90-03-017 ABJ/AVG/p. c +

receive an extension under the standard free footage allowance provisions of Rule 15(B)(1) similar to the extensions received by or Connelley, Cecchini, Burgess, and Penalest evidentia states by brock

• • • • •

25. Complainants request compensation for attorneys' fees and costs out of the Advocates' Trust (Fund) or, in the alternative, request that they be awarded intervenor's fees pursuant to Title 20 of the Commission's Rules.

a 2641? Complainants) have not provided the necessary information required to determine the reasonableness of the requested (or duote attorneys? feestand cost. Note of differences at (New 1987)

27. Complainants have failed to show that their own economic a interest is insufficient to motivate their participation a second second

29. Complainants are not entitled to receive compensation under the Commission's Rules.

30. PG&E requests that since this complaint is to be made a test case, the ALJ's proposed decision in this proceeding be issued for comments pursuant to PU Code § 311.

31. This complaint concerns errors made by PG&E employees and is not to be used as a test case.

32. In complaint cases, the Commission does not issue an ALJ's proposed decision for comments pursuant to PU Code § 311. <u>Conclusions of Law</u>

1. The Willow Creek extension should be built in accordance with the free footage provisions of Rule 15(B)(1).

2. Complainants should not be charged any tree trimming costs associated with building the Willow Creek extension.

3. Complainants' request for attorneys' fees and costs should be denied unless they file the required information.

4. PG&E's motion requesting the issuance of the ALJ's proposed decision for comments should be denied.

è

λħ,

C.90-01-017 ALJ/AVG/D.c *

5yre Since complainants were not able to receive electric/1903r service which they were entitled to receive in 1989 ["this order word should be made effective immediately account , inclosed , yollowapp 25. Co plainants request corpansation for attorneys' fees (ef-

 $T \sim$

4 - **1** - **4**

antise off of the action BRE Testerover off the Justaces reasest that they be rearded intervenents from our ash to gitle 20 of the Costanton's Edges. IT IS ORDERED that:

and Linko Pacific Gase and Electric Company: (PG&E) shall build an electric line extension to serve the Willow Creek Campground bottupes (Willow Creek) in accordance with the free footage provisions of atta

2. PG&E shall not charge the owners of Willow Creek tree whet trimming costs associated with building the Willow Creek extension.

3, This proceeding shall remain open for the limited purpose of addressing the issue of attorneys' fees.

defre This order is effective today a seasched approximately

Dated December 19, 1990, at San Prancisco, California de au 46. This regist to this estimation with a contract for to but contracts The second second second as an experience of the second second second second second second second second second • - - -G. MITCHELL WILK a same a gazz 1986年1月1日,1997年1月1日,1月1日,1月1日年1月1日。 1987年1月1日,1月1日日,1月1日日,1月1日日,1月1日日,1月1日日,1月1日日,1月1日日,1月1日日,1月1日日,1月1日日,1月1日日,1月1日日,1月1日日,1月1日日,1月1日日,1月1日日,1月1日日 assocrep Lates President? FREDERICK R. DUDA STANLEY W. HULETT THE THE PROPERTY AND AND SET UP AND JOHN B. FOHANIAN AND AND AND PATRICIA M. ECKERT Conmissioners va a mirituat

网络小学教授主义的 医外外性 化浓度 法判案 化分子环分析 的复数分离子 经委

The second second response and the second The True and Ander of English CERTIFY THAT THIS DECISION THE A THE REPORT OF THE ADDRESS OF THE AND A WAS APPROVED WAS APPROVED WAS APPROVED. The Eliter of the New Deck, and the set of the COMMERSON Products of

and a second a second report of the second of the Mart A Harris Control Exercise Nept 3. Spectrum, Control Exercise a star and a taget No. 1. D. L. Cassar & and for a straight

Ø