

ALJ/BRS/tcg

Mailed

FEB 20 1992

Decision 92-02-063 February 20, 1992

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Raymond Harris,

Complainant,

vs.

Pacific Gas & Electric Company,

Defendant.

ORIGINAL

(ECP)

Case 91-09-045

(Filed September 23, 1991)

OPINION

Raymond Harris (complainant) contests the electric bill from Pacific Gas and Electric Company (PG&E) in the amount of \$1,241.36 for allegedly unmetered electricity consumed between April 3, 1988 and February 27, 1991. PG&E rendered the bill after its investigation into meter tampering at the Harris house.

A hearing was held on November 19, 1991.

Harris denies knowledge of unmetered usage, and states that if there was any unmetered usage, it usually benefitted persons other than himself. During the period of allegedly unmetered usage, Harris lived at the residence served by the meter only from about November 1990 to February 1991. His brother lived there earlier, and his ex-wife continued to live there after February 1991. Harris does not deny being the customer of record during the period in question.

PG&E presented the testimony of Larry Britain, who received a December 11, 1987 report from the local PG&E office that a broken seal had been found at a Harris meter. Britain, who works in the main PG&E office in Redding, found that the outside seal was tampered with so that it appeared intact, but could be readily removed. After removing the meter he found that the back seal had also been tampered with. The back seal restricts access to the

inner workings of the meter. Britain noticed evidence of tampering inside the meter, but a test of the meter indicated that it was operating only slightly slowly and within the allowable limits of accuracy.

Britain determined that this meter probably served only a water pump, not a residence; the usage was very low at about 100 kilowatt-hours (kWh) or less a month. He then checked the records to determine if Harris had other accounts, and found the account at 208 2nd Avenue in Lewiston that is the subject of this complaint. That meter also had a tampered outer seal, and the outer ring was on backwards. Britain marked positions of the seal and ring to determine if later tampering had occurred by noting whether the positions had changed. Upon determining that later tampering had occurred, he removed the meter, and discovered that the rear seal was also tampered with. A meter test revealed that it was operating slowly, and well beyond allowable tolerances.

Britain then reviewed the Harris account, determined a base period when usage appeared normal during 1986 and 1987, and computed the \$1,241.36 bill that was rendered for the unmetered usage.

Harris indicates a willingness to pay for reasonable unmetered usage, but believes that PG&E has calculated the bill in a punitive and unrealistic manner. Harris believes the estimated usage should be based on a broader recorded period. In late-filed Exhibit 4, he calculated what he argues is a fair bill for unmetered usage at \$163.37.

While we conclude that Harris is responsible for unmetered usage, since he was the customer of record during the period in question, we will not penalize Harris by overcharging for the usage. PG&E's calculation appears somewhat unfair, since it is based on using the highest month of either 1986 or 1987 as the base month, alternating between 1986 and 1987 solely on that basis. This is not fair to Harris. On the other hand, Harris' calculation

of the bill severely understates the usage, in our view, since he uses a five-year average as a basis. The five years include the period of unmetered usage, which obviously skews the result. In addition, Harris calculates a credit against the unmetered usage charges when actual billed usage exceeds his calculated usage. This is blatantly incorrect; there is no evidence that Harris was ever overcharged at this location. The result is to forgive some of the unmetered usage. We find Harris' calculated bill to be severely flawed and unrealistic.

We will determine what we believe is a fair bill based on PG&E's methodology, but using more representative base usages, i.e., based on the average usage during the 1986-1987 period. PG&E's total base year usage was 13,781 kWh. By averaging 1986 and 1987 we calculate a total base year usage of 12,185 kWh, or 88.4 percent of PG&E's base year usage. We will reduce the PG&E bill for unmetered usage proportionally:

$$.884 \times \$1,241.36 = \$1,097.36.$$

We find that Harris is responsible for unmetered usage in that amount.

Since this complaint was filed under our expedited complaint procedure, no separate findings of fact or conclusions of law will be made.

ORDER

IT IS ORDERED that:

1. Within 30 days of the effective date of this order, Pacific Gas and Electric Company and Raymond P. Harris shall negotiate a payment arrangement for the collection and payment, respectively, of \$1,097.36. If a payment arrangement is not entered into, then the entire \$1,097.36 shall be due and payable 30 days after the effective date of this order.

2. Except to the extent granted, the complaint in Case 91-09-045 is denied.

This order becomes effective 30 days from today.

Dated February 20, 1992, at San Francisco, California.

DANIEL Wm. FESSLER
President
JOHN B. OHANIAN
NORMAN D. SHUMWAY
Commissioners

Commissioner Patricia M. Eckert,
being necessarily absent, did not
participate.

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


NEAL J. SHULMAN, Executive Director
PC