

ALJ/BRS/jft

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MAR 31 1992

Decision 92-03-068 March 31, 1992

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

ETHEL DOTSON,

Complainant,

vs.

PACIFIC GAS AND ELECTRIC  
COMPANY,

Defendant.

ORIGINAL

(ECP)  
Case 91-10-027  
(Filed October 15, 1991)

Ralpid McClain, for Ethel Dotson,  
complainant.

Mike Weaver, for Pacific Gas and Electric  
Company, defendant.

O P I N I O N

Complainant Ethel Dotson believes that her electric service was terminated by Pacific Gas and Electric Company (PG&E) without proper notification. Dotson states that she offered to pay \$100 to PG&E when it sent a representative out to terminate her service. However, he insisted that the entire past due balance be paid in order to continue service. Dotson's house has two electric meters which serve different areas of the house.

In Decision (D.) 90-07-039 dated July 18, 1990, we ordered PG&E to "...contact Ethel Dotson and attempt in good faith to establish a reasonable amortization agreement whereby complainant may repay in full the amount which was delinquent on February 13, 1990 over a period not to exceed 12 months in addition to payment of her current monthly bills." An agreement was reached on March 14, 1991, which requires Dotson to pay \$61 per month plus her current charges on Account CJT-06-54019 and \$6 plus current

charges on Account CJT-06-53917, both payments due by the 17th of each month. In the agreement PG&E referred to Dotson's statement that she could only pay \$100 a month for her service; PG&E stated that this amount would not be sufficient to satisfy the agreement and pay off the past due balance.

PG&E testified that the last payment was made on August 7, 1991; \$100 was paid in both July and August, 1991, which amount did not satisfy the agreement. A 48-hour notice was issued on August 30, 1991, indicating that the full past due balance of \$740.29 was due and payable. Service to both accounts was terminated on September 16, 1991.

At the hearing on December 31, 1991, Dotson reiterated that she is unable to pay more than \$100 a month for her electric service, that her house is old and rundown, and that adequate assistance funds to refurbish the house are not available. As a result, the electrical consumption cannot be reduced, considering her poor health and need for heat.

Table 1 indicates activity in Dotson's accounts since the March 14, 1991 agreement.

Table 1Account CJT-06-54019-3

| <u>Billing Date</u>         | <u>New Charges</u>                 | <u>Amount Paid</u> | <u>Balance Owed</u> |
|-----------------------------|------------------------------------|--------------------|---------------------|
| 3-4-91 (prior to agreement) |                                    |                    | \$1,334.40          |
| 4-3-91                      | \$133.92                           | \$610.63           | 857.69              |
| 5-1-91                      | 85.51                              | 60.00              | 883.20              |
| 6-3-91                      | 74.28                              | 60.00              | 897.48              |
| 7-3-91                      | 62.81                              | 60.00              | 900.29              |
| 8-1-91                      | no billing-added<br>to Sept. bill. | 80.00              | 820.29              |
| 9-3-91                      | 123.05                             | 80.00              | 863.34              |
| 10-18-91                    | 30.54                              | -----              | 893.88              |

Account CJT-06-53917-0

| <u>Billing Date</u>         | <u>New Charges</u>                 | <u>Amount Paid</u> | <u>Balance Owed</u> |
|-----------------------------|------------------------------------|--------------------|---------------------|
| 3-4-91 (prior to agreement) |                                    |                    | \$169.30            |
| 4-3-91                      | \$13.81                            | 0                  | 183.11              |
| 5-1-91                      | 19.14                              | \$ 40.00           | 162.25              |
| 6-3-91                      | 34.37                              | 40.00              | 156.62              |
| 7-3-91                      | no billing-added<br>to Sept. bill. | 40.00              | 116.62              |
| 9-3-91                      | 37.65                              | 20.00              | 138.99              |
| 9-18-91                     | 5.69                               | 0                  | 146.68              |
| 10-15-91                    | -----                              | 144.68             | 0<br>account closed |

Dotson has not met the conditions of the agreement; she normally has paid only \$100 per month total for both accounts, \$60 on one, \$40 on the other. That amount barely keeps up with current bills, and does not amortize the past due balance. In addition, the period in Table 1 does not include the winter months which require more heat. Those months' bills were much higher in the 1990-1991 winter, ranging from \$123.77 to \$194.21. Dotson's usage varies substantially according to the need for heating. The average total bill for both accounts was approximately \$148 per month; \$100 per month is not adequate to satisfy even the current bills.

Regarding Dotson's allegation that her service was terminated without proper notification, PG&E Rule 11.A.2.a(1), dealing with discontinuance of service for nonpayment of bills, states:

"Where separately metered service is supplied to a single-family residence, PG&E shall make every good faith effort to give the customer advance notice not less than 24 hours before the date discontinuance is to become effective. (Notice may be by telephone or through personal contact with an adult at the customer's premises. If such personal contact with an adult cannot be made, PG&E will give either by mail or in person a notice of termination at least 48 hours prior to termination.)"

PG&E clearly followed the requirements of Rule 11 in this instance.

Dotson testified that she expects to receive another assistance check for utilities in the same amount as she received last year, \$610.63. This was applied to the larger account as reflected on the 4-3-91 balance.

In an attempt to reduce the likelihood of subsequent similar complaints by Dotson, we will consider the effect of assuming that the \$610.63 amount received in March 1991 will be similarly forthcoming in early 1992. If this amount were

tentatively applied in advance to the amount due on account CJT-06-54019-3, the resulting balance would be \$283.25. Account CJT-06-53917-0 has no balance due. Thus, the total past due balance could be paid with 12 monthly installments of approximately \$24.

If Dotson's bills were levelized over 12 months, the approximate \$148 per month for prospective bills, added to the \$24 for the unpaid balance, would require Dotson to allow at least \$170 per month to pay her electric bills, assuming the \$610.63 is received as she anticipates. If she is able to reduce usage, especially during the heating season, the amount needed could be reduced correspondingly.

We will order PG&E to attempt to negotiate in good faith an agreement with Dotson to pay off the remaining past due balance in 12 months, and to pay all future bills on a current basis. The agreement may consider in advance an assistance check for \$610.63; if that amount is not timely received, the amount should be added to the past due balance. PG&E may also consider levelized billing so that Dotson will be better able to anticipate the cost for electric service.

Because of complainant's need to have service restored, this order should be effective on the date signed.

Since this complaint is 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 shall contact Ethel Dotson and attempt in good faith to establish a reasonable amortization agreement, whereby complainant may repay in full the amount which

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was delinquent on November 18, 1991 over a period not to exceed 12 months, in addition to payment of her future monthly bills.

2. Except to the extent granted, the complaint in Case 91-10-027 is denied.

This order is effective today:

Dated March 31, 1992, at San Francisco, California.

DANIEL Wm. FESSLER

President

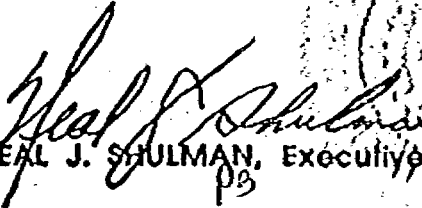
JOHN B. OHANIAN

PATRICIA M. ECKERT

NORMAN D. SHUMWAY

Commissioners

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

  
NEAL J. SHULMAN, Executive Director