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Decision 92-10-012 October 6, 1992

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Bobby L. Summerfield, )  
 Complainant, )  
 vs. )  
 Pacific Gas and Electric Co., )  
 Defendant. )

ORIGINAL

(ECP)  
Case 91-12-046  
(Filed December 30, 1991)

O P I N I O N

Complainant Bobby L. Summerfield disputes the bill rendered by defendant Pacific Gas and Electric Company (PG&E) for unmetered electricity at his residence located at 2380 South Knight Street in Fresno. Summerfield denies tampering with the electric meter and states he and his wife entered into a payment agreement with PG&E under duress. The agreement provides for payments of \$100 per month until the matter is resolved at the Commission.

Positions of Parties

Complainant

The Summerfields argue that a power surge seven or eight years ago caused damage to their meter and meter box. The electric contractor called out to repair the damage stated that he could repair the box, but would have to notify PG&E to replace the meter. A neighbor who happened to be visiting at the time offered to loan them a meter until PG&E could come out. When PG&E came out and replaced the meter, the Summerfields were told that the temporary meter was stolen property.

The Summerfields argue that their reduced energy use was due not to theft but rather to energy efficiency additions which include:

- ceiling insulation, recommended by PG&E and eligible for a rebate.
- solar screens
- ceiling fans
- reflective glass
- new energy efficient appliances

In addition, the Summerfield family size was reduced by two.

The air conditioning (A/C) was not used or even plugged in since August 1989, and if PG&E representatives went out later and found A/C on, they must have been at a neighbor's house, not theirs.

PG&E

PG&E responds that not only was a stolen meter found at the Summerfields' house, but the assigned meter was found in an inverted, or upside-down position by the meter reader on July 31, 1990. The meter reading then was less than the June 29, 1990 reading, apparently due to the inversion, which causes the meter to run backwards and reduce the reading as energy is consumed, instead of increasing the reading.

PG&E notified the Summerfields of these conditions, and told them a retroactive bill would be rendered. A bill in the amount of \$2,196.61, for the period of June 29, 1989 through August 29, 1990, was sent. They paid \$596.61 in accordance with the agreement to pay \$100 per month, but defaulted on the remaining balance of \$1,600.

In reviewing the Summerfield account, PG&E also determined that a stolen meter had been found in Summerfields'

meter socket in 1981, and they had paid a retroactive bill of \$298.13 at that time as a result of its unauthorized use.

Revenue Protection representative John Chagoya testified at the hearing in this case that after the meter reader found the meter inverted on July 31, 1990, Chagoya went to the house on August 8, 1990 and instead of finding the inverted meter, he found a stolen meter upright in the meter socket. Because it was a different meter, the readings did not correspond to the readings for the assigned meter. Chagoya noted that energy theft was occurring in two ways, first by inverting the meter and secondly by using the stolen meter. He took reading of the stolen meter over several days until August 13 to determine the amount of electricity used, in this case during hot weather when the A/C was on. The average usage was 90.4 kilowatt-hours (kWh) per day.

When he returned to the Summerfields' house on August 21 he found the assigned meter in place. Since the A/C was not operating, he took meter readings over the period to August 29 to determine a normal usage without A/C. Also, on August 29 a new meter was installed and locked, with usage monitored until September 17, 1990, still with no A/C operating. The average usage for the period was 31.2 kWh per day.

After determining that the apparent period of energy theft was from June 29, 1989 to August 29, 1990, PG&E computed a bill for normal usage based on 90.4 kWh per day for May through September and 31.2 kWh per day for the remaining non-A/C months. With credit for the amount paid by Summerfields, the difference of \$2,196.61 was billed as the retroactive amount due. After monthly or bimonthly payments by Summerfields totalling \$596.61 were made, the payments ceased with the remaining balance of \$1,600 owed.

#### Discussion

The evidence of energy theft at the Summerfield residence is compelling. The assigned meter was found inverted, monthly readings were unrealistically low and include a negative reading

between June and July 1990, and a stolen meter was found in use. We are not concerned with whether the Summerfields caused or even had knowledge of the energy theft; rather, our task is merely to determine whether they benefitted from unmetered energy, and if so, what the value of it is. Based on the evidence, we conclude that Summerfields benefitted from unmetered energy.

We now consider the amount and value of the unmetered energy. PG&E has determined an average usage of 90.4 kWh per day for A/C months of May through September, and 31.2 kWh per day for non-A/C months, based on actual meter readings. Mrs. Summerfield testified that their A/C has not been used since August 1989, and in fact was unplugged. However, the recorded usage indicates otherwise. Perhaps her recollection is inaccurate, considering that the period in question is three years ago.

Regarding the Summerfields' contention that their usage should be low due to conservation measures taken, we note that their conservation measures were installed between June 1989 and April 1990, according to the receipts attached to the complaint. The meter readings used by PG&E for retroactive billing were taken at a later time in August and September 1990 and therefore reflect those savings.

In comparing the average usages PG&E uses to calculate the retroactive bill, we note that the historic billed summer usage for the period from 1984 is lower than the 90.4 kWh per day; however, it is sporadic enough for us to suspect that energy theft may have occurred during portions of that period. Year-to-year consumption for the same month varies by nearly half in some instances; for example, the July 1984 monthly usage was 1,853 kWh while July 1985 was 1,035 kWh. July 1986 and 1987 were 988 kWh and 996 kWh, respectively, while July 1988 was 1,859 kWh. Other months show similar variations. We conclude that the estimates of usage developed by PG&E are reasonable, since they are based on actual

meter readings. These estimates result in unmetered and thus unbilled energy in the amount of \$2,196.61.

We find that the Summerfields benefitted from unmetered energy in the amount \$2,196.61; of that amount \$1,600 has not been paid. We will deny the complaint and order PG&E to offer payment terms to allow that amount to be repaid in up to 12 equal payments over one year without interest. If agreement is not reached for repayment, or if the Summerfields do not comply with the terms of the agreement, the remaining amount then owed will become due and payable.

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. The complaint in Case 91-12-046 is denied.
2. Bobby L. Summerfield shall pay Pacific Gas and Electric Company (PG&E) the amount of \$1,600.00 remaining unpaid on the retroactive bill rendered by PG&E.
3. PG&E shall allow Summerfield to repay this amount over a period not to exceed one year, with equal installments and without interest.

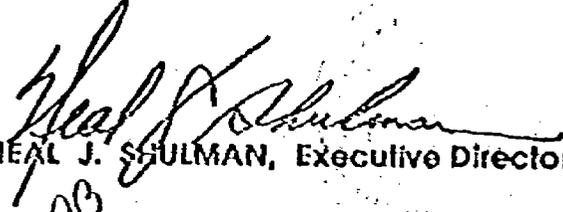
4. If agreement is not reached on repayment, or if Summerfield does not comply with the terms of the agreement, the remaining balance will become due and payable.

This order becomes effective 30 days from today.

Dated October 6, 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