

Decision No. 90055 MAR 13 1979

ORIGINAL

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

THE FLYING H WESTERN GUEST RANCH,)

Complainant,)

vs.)

PACIFIC GAS AND ELECTRIC COMPANY,)

Defendant.)

Case No. 10624
(Filed July 17, 1978)

W. Gordon Heath, for The Flying H Western Guest Ranch, complainant.
Shirley Woo, Attorney at Law, for defendant.

O P I N I O N

Complainant, a consumer of electric energy furnished by defendant, alleges that its bill for electric service, allegedly furnished to the restaurant on the ranch premises by defendant for the period from February 17, 1977 to October 21, 1977 in the amount of \$2,626.76, is excessive and does not accurately reflect the consumption of electric energy consumed by the restaurant. In addition, complainant believes that the electric energy furnished to the restaurant may have been included in the bills of one or more of its four electric metered accounts serving the ranch for which complainant is responsible, and which have previously been paid by complainant.

Complainant requests that defendant prove it supplied, and that the restaurant consumed, the amount of electric energy for which billed and that the electric energy furnished to the restaurant was not added to the other accounts billed to and paid by complainant. Complainant also seeks an order requiring defendant to place meter numbers on all bills rendered and that defendant be restrained from removing and replacing any meters on the ranch without preadvising complainant and permitting complainant to read and verify the meter readings of the replaced and replacement meters. Finally, complainant requests that defendant withdraw all billings reflecting electric service to the restaurant which defendant cannot support with positive proof of having furnished such service. Complainant has deposited the amount of \$2,470.26 with the Commission which represents the amount in dispute less a deposit credit of \$156.50 held by defendant. ✓

Defendant denies that complainant was billed excessively for the electric energy furnished to the restaurant located on the ranch and alleges that the amount billed accurately reflects the amount of energy consumed during the period in question. Defendant also denies that the electric service supplied to the restaurant was included in the electric bill charges of the other electric accounts serving the ranch during the period in question. Defendant admits that complainant requested month-by-month bills showing meter number and meter number readings for the entire period in dispute and that recalculated meter readings and recalculated monthly charges were prepared and provided to complainant. Defendant further alleges that complainant's meter involved in this dispute was tested for accuracy on January 11, 1978 and found to be operating within the required limits of accuracy. Defendant

alleges and admits that the meter involved, although operating accurately, was an obsolete type meter and was removed and replaced pursuant to defendant's practices on January 11, 1978. Defendant alleges that the full disputed bill for said electric service furnished complainant remains due and owing in the amount of \$2,470.26 and requests that complainant take nothing by way of this complaint.

A hearing was held in San Francisco on November 26, 1978 by Administrative Law Judge William A. Turkish, pursuant to Section 1702 of the Public Utilities Code, and the matter was submitted.

Mr. W. Gordon Heath, owner of The Flying H Western Guest Ranch, complainant in this action, testified on its behalf. Mr. John T. Crews, supervisor of consumer affairs from defendant's general office, testified on its behalf. Exhibit 1, consisting of nine separate monthly bills, each marked "duplicate bill", and covering the nine-month period from February 17, 1977 to November 22, 1977 for Account No. TBR 67 10601; Exhibit 2, consisting of two pages entitled "Pacific Gas and Electric Company Statement of Account" reflecting the meter readings, kilowatt-hour (kWh) consumption, and amount of bill of Account No. TBR 67 10601 on a monthly basis from May 13, 1976 to November 22, 1978; Exhibit 3, entitled "Electric Meter Test" of Meter No. 070584 of Account No. TBR 67 10601, were offered by complainant and received into evidence; Exhibit 4, the prepared testimony of Mr. John T. Crews; and Exhibit 5, consisting of a letter dated October 19, 1978 from Mr. John T. Crews to Mr. W. Gordon Heath, a comparison of electric usage at the guest cottages and restaurant on complainant's premises for the period from January

1974 through August 1978, a duplicate copy of Exhibits 2 and 3, and defendant's Transmission and Distribution Bulletin No. 3-2, Rev. #1, were offered by defendant and received into evidence.

Mr. Heath, on behalf of complainant, testified that there are five separate electric meters serving his guest ranch. One meter serves the combination home and office building, one serves the guest cottages, one serves the restaurant, one serves the bunkhouse, and another serves the sewer lift station. He revealed that on February 17, 1977 electric service to the ranch was reinstated following a discontinuance on January 18, 1977 for nonpayment of bills. Thereafter, he testified that as each bill came in, it was paid by his bookkeeper and that he did not review the bills. In October or November 1977 he received a manifest-type billing from defendant covering the restaurant meter for the period from February 17, 1977 to October 21, 1977 which showed a total consumption for that period of 43,520 kWh and a bill for \$2,626.76. Complainant believes that the several bills he received each month from February 17, 1977 to October 21, 1977, which he paid, covered all the electric energy supplied by defendant to the ranch and that defendant is unable to substantiate that this amount of electric energy was delivered to the restaurant or that the bill reflects an obligation of complainant. He testified that he met with defendant's representatives and asked them to provide him with regular monthly bills covering the restaurant meter during the period in question. Thereafter, he was provided with Exhibit 1 by defendant upon which was entered "duplicate bill" on each monthly bill. He stated that he never received the originals of such bills. The witness then testified that when he

locked for the meter associated with the number typed on the "duplicate bills", he was unable to locate such meter on the ranch and that, following an inquiry to defendant, he learned that the meter which had been servicing the restaurant had been removed and replaced with another meter during a routine meter test in January 1978. The witness testified further that he was not denying that electric service was furnished to the restaurant during the period in question. However, he wanted defendant to prove that it furnished the amount of electric energy as billed to the restaurant for the period from February 17, 1977 to October 21, 1977. He could not state any specific objection to the "duplicate billings" furnished him by defendant other than objecting to the fact that service to the restaurant was not billed to him in the customary manner and that the meter had not been read in four of the eight months included in the period for which the restaurant was billed the \$2,626.76. Upon cross-examination, the witness stated that ranch operations have been relatively the same since 1974 and that his electric energy consumption has remained relatively steady each year. He stated further that defendant should notify him any time any of his meters are tested so that he can be present and also that defendant be required to place the meter number on each monthly bill rendered so that complainant can identify each bill with a particular meter. ✓

Defendant's witness testified that the eight-month restaurant billing tendered to complainant for the period from February 17, 1977 to October 21, 1977 was for electricity actually used in the restaurant. The restaurant was at the time, and still is, on a separate meter and, according to the witness, its electric consumption was not at any time included ✓

in the monthly billings sent to complainant during the period in question for the electricity associated with the other four meters on the premises. He testified that when service to the ranch was terminated on January 18, 1977 and reinstated on February 17, 1977, a meter reading was taken of the restaurant meter and it registered 7392. The restaurant meter was read again on March 15, April 22, and May 23, 1977 and on those occasions read 7458, 7514, and 7560, respectively. These readings reflect a consumption of 5280, 4480, and 3680 for those months, which is obtained by subtracting the prior month's reading from the current month's reading and multiplying the result by the meter factor of 80 for the particular meter used at the restaurant. However, according to the witness, due to some unexplainable administrative error, complainant was not billed for the restaurant's electric consumption for those three months nor for the following four months although separate individual bills for the other four meters on the ranch were billed to complainant each month. In the months of June, July, August, and September 1977 defendant admits it did not take a reading of complainant's restaurant meter. However, on October 21, 1977 the meter was again read and it showed a reading of 7936. After subtracting the February 17, 1977 reading from this reading and multiplying the result by the meter factor of 80, defendant billed complainant for \$2,626.76 representing a total of 43,520 kWh consumed for the eight-month period. Upon questioning of the billing by complainant, defendant's representatives met with complainant on several occasions to discuss the matter and defendant offered an extended payment plan to complainant for payment of the large bill. Defendant's witness introduced and


discussed Exhibit 5, which contains a letter from defendant to complainant in which defendant reviewed certain discussions which had taken place between the parties and the results of certain investigations conducted by defendant. In addition, Exhibit 5 reflects the monthly and annual electric consumption of both the guest cottages and the restaurant from January 1974 through August 1978. The witness pointed out the fact that the total annual 1977 electric consumption for the restaurant, including the 43,520 kWh in question, is 56,320 kWh and that this is fairly consistent with the 1976 total consumption of 55,360 kWh by the restaurant.

The witness testified further that during a routine testing of the restaurant meter on January 11, 1978, which was ordered by the meter history office unit in Salinas, it was replaced with another meter even though the test revealed the replaced meter to be operating within the allowable limits of accuracy because it was an obsolete meter which defendant, by way of a company bulletin, had directed all its metermen in the field to replace (Exhibit 5). According to the witness, the "duplicate bills" were not, in fact, duplicates of any bills previously sent to complainant but were an attempt by defendant to satisfy complainant's request for monthly bills for the period in question, and they were recalculated bills based on actual meter readings in February, March, April, and May and on estimates based on average daily kWh consumption for the months of June, July, August, and September.

Upon cross-examination, the witness denied that the restaurant meter was replaced for any reason other than because defendant directed all meters of that particular type, as well as other designated meter types, to be replaced due to obsolescence regardless of whether they were functioning properly. He pointed out that complainant's meter was not replaced until January 1978, some three months after the meter reading and billing recommenced.

Discussion

Reviewing the testimony and documentary evidence, it is noted that the bills mailed to complainant contain an account number. Each of complainant's five meters have a specific account number and the bills also contain prior and current meter readings. Complainant can readily ascertain which account number corresponds to which specific meter on his premises either by inquiry to defendant or by verifying the meter reading on the bill against the various meters. Testimony by defendant's witness indicated that to place the meter number on the bill as well would require extra handling and thus extra cost. In addition, since meters are frequently changed among defendant's many customers, it would require additional clerical help to keep abreast with the meter changes and the accompanying clerical postings and would again increase costs which ultimately must be passed on to the ratepayer. Although it might be a convenience to the customer to have the meter number designated on his bill, we feel the added cost consideration outweighs the value of the convenience. If complainant wishes to verify its consumption of electricity as billed by defendant, it can merely take readings of its five meters on a daily, weekly, or monthly basis as it chooses.



Defendant's lack of monthly billing to complainant from the period of reinstatement of service in February 1977 to October 1977 and the failure of defendant to read the restaurant meter for four of those months indicate a defect or laxity in defendant's administrative procedures which could adversely affect good will and customer confidence in defendant's operations, its credibility, and the accuracy of its billings. Defendant should take immediate corrective action to prevent any recurrences.

From the evidence presented, it appears that the restaurant did actually consume 43,520 kWh of electric energy during the period from February 17, 1977 to October 21, 1977. The undisputed evidence shows a meter reading taken on February 17, 1977 and a reading taken on October 21, 1977. Since the record shows the meter was accurate when tested on January 11, 1978, it is reasonable to conclude that the total recorded usage was consumed by the restaurant. Likewise, the evidence is sufficient to show that each meter on the premises was billed as an individual account and that the restaurant's consumption was not included on any of the other bills submitted to complainant. We also note that the total consumption of the restaurant in 1977, including the 43,520 kWh as charged by defendant, is consistent with the restaurant's consumption in the year 1976. As a matter of fact, it is lower than that consumed in 1974 and 1975 and it appears from recorded data and projections that it will reflect a lower consumption than 1978. It is indeed unfortunate and disconcerting that complainant received a single bill in the amount of \$2,626.76 for eight months of electric service. However, since complainant did, in fact, consume the electricity as billed by defendant, it is obligated to pay for such service. We thus make the following findings.

Findings of Fact

1. Complainant is, and has been for several years, a consumer of electric energy furnished by defendant.

2. Complainant's ranch property is furnished with electric energy by defendant which is serviced through five separate meters. Each meter constitutes a separate account and is billed separately.

3. Complainant's electric service was terminated by defendant on January 18, 1977 and reinstated on February 17, 1977.

4. Defendant read and recorded complainant's restaurant meter reading on January 18, 1977 and again on February 17, 1977.

5. Defendant read and recorded complainant's restaurant meter reading on March 15, 1977, April 22, 1977, and May 23, 1977. Thereafter, defendant did not read complainant's restaurant meter until October 21, 1977.

6. The amount of electric energy flowing through the meter from February 17, 1977 to October 21, 1977, and consumed by complainant, is 43,520 kWh.

7. Complainant has failed to show that defendant did not furnish it with 43,520 kWh of electric energy during the period from February 17, 1977 to October 21, 1977, or that it did not consume 43,520 kWh of electric energy for its restaurant operations during that period.

8. Complainant has failed to prove a violation of any law, tariff, or order of the Commission by defendant.

Conclusion

Since complainant has failed to prove a violation of any law, tariff, or order of the Commission by defendant or that it was charged for electric energy which was not furnished by defendant or consumed by it, complainant's request for relief should be denied.

O R D E R

IT IS ORDERED that:

1. The relief requested is denied.
2. Deposits by complainant in the sum of \$2,470.26, and any other sums hereafter deposited with the Commission by complainant with respect to this complaint, shall be disbursed to Pacific Gas and Electric Company.

The effective date of this order shall be thirty days after the date hereof.

Dated at San Francisco, California, this 13th day of MARCH, 1979.

John E. Burns
President

Raymond L. Sturgeon

Richard W. Truitt

Clair T. DeBriah

Thomas W. Smith
Commissioners