

ORIGINAL

Decision No. 91192

JAN 8 - 1980

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Brian Flaherty,)
 Complainant,)
 vs.)
 John Williams, dba Donner)
 Lake Utility Company,)
 Defendant.)

Case No. 10741
(Filed May 8, 1979)

OPINION AND ORDER

Brian Flaherty (complainant), with his wife, is the owner-operator of the Red Bandana Cabins, situated on the shore of Donner Lake along old U.S. Highway 40. Complainant, a licensed plumber, also conducts a plumbing business in the area.

John Williams (defendant) acquired control of Donner Lake Utility Company (Donner), a California corporation, pursuant to Decision No. 85077 dated October 28, 1975, in Application No. 55918. Prior to acquiring control of Donner, defendant was secretary and general manager of the Donner Lake Development Company, the sole owner of Donner. He was also general manager of Donner.

Donner provides flat rate domestic water service to approximately 922 residential and commercial customers and metered service to approximately 42 commercial customers. Complainant's cabins receive metered service.

The complaint alleges that some time in 1977, at complainant's request, Donner agreed to make specific repairs to a section of Donner's system that serves complainant's property but that before any repairs were made, winter arrived and defendant has since refused to make the alleged agreed upon repairs. The complaint also alleges that the bills have always been based on estimated consumption rather than actual gallonage consumed, resulting in distorted bills. Further, the bills have never included the rate charged for the amount billed. Complainant asks that the Commission order Donner to make the requested and agreed upon repairs and that complainant's water usage from 1976 to the present be reviewed and appropriate adjustments made.

In the answer filed May 31, 1979, defendant admitted there were discussions with complainant relative to relocating the meter box away from the motel parking area but denies any discussion of the need or agreement for repairs. The answer admitted that prior to February 1979 monthly meter readings did not appear on customer bills but that subsequent to that date, meter readings are included on all customer bills. With respect to the allegation of billing on an average usage basis, the answer declares that during the winter months due to snow, run-off, ice, or any other reason, the meter box is unavailable; an estimate based on past usage is made for billing purposes and is corrected at a future date after reading the meter. Finally, the answer states that defendant has worked with the Commission staff in an attempt to resolve the parties' differences.

To resolve the matter without the expense of a hearing, the assigned Administrative Law Judge requested the Commission staff to investigate the allegations in the complaint and see if an amicable solution could be reached.

The Commission's Hydraulic Branch reported that it conducted the requested investigation and confirmed that complainant had asked that repairs be made to preclude water from seeping into the meter box and to raise the meter box, whereby the top would be flush with the driveway pavement. The staff also reported that through the efforts of all parties, the repairs and elevation of the meter box were completed to complainant's satisfaction, thereby resolving that issue. ✓

With respect to Donner's billing practices, the staff reports that it reviewed the records which disclosed that complainant last paid his bill in October 1978. Donner's records show complainant's account to be in arrears in the amount of \$139.36 through August 1979. During its investigation the staff found that complainant had deposited a check in the amount of \$110.74 with the Commission for payment of water service. This check, which was impounded upon receipt, is \$28.62 less than the amount due as recorded on Donner's books. The staff states that by its review of Donner's records and tariffs it was determined that through August 1979 the correct amount due from complainant was \$138.49 or \$27.75 more than the amount impounded. The staff also reports that the parties are in agreement with the staff's calculation.

In reviewing the record herein, the staff states that it noted that defendant's Rule 9 requires that each bill for metered water service show the meter reading at the end of each billing period, the date of the reading, the number and quantity of units, and the meter constant, if any. The staff states that it believes the inclusion of the prior meter reading on the bill tendered would be helpful to customers and should be required. Donner has agreed to provide this information on all future bills and to file tariffs reflecting this change.

As noted above, the issues in this complaint have been resolved to the satisfaction of all parties. A public hearing is not necessary. The complaint should be denied. ✓

Findings of Fact

1. Complainant seeks an order from the Commission requiring defendant to make specific repairs to a section of defendant's water system, that defendant bill for the actual gallonage of usage per month, and that the bills tendered show the actual rate charged.

2. Donner's filed tariffs authorize the estimating of metered service when access to the meter is denied.

3. Donner's Rule 9 requires that each bill contain the meter reading at the end of each billing period along with the date and the number and quantity of units but does not require the prior meter reading and date. The addition of the prior meter reading and date on the bill would be helpful to customers.

4. Donner has agreed to include in regular billings the previous month's meter reading and date.

5. Complainant has agreed to allow defendant access to the meter and to pay bills when due.

6. Complainant last paid Donner for service through October 1978. Defendant's books show that through August 1979 complainant is in arrears in the amount of \$139.36. The correct computation of arrears is \$138.49.

7. Complainant has on deposit with the Commission a check in the amount of \$110.74. The balance due defendant for water service through August 1979 is \$27.75 (\$138.49 - \$110.74).

8. The issues in the complaint have been resolved to complainant's satisfaction. A public hearing is not necessary.

Conclusions of Law

1. The relief requested in the complaint should be denied.
2. Defendant should file a revised tariff Rule 9 to include the date of reading and the previous meter reading on all customer bills.
3. The monies deposited by complainant with the Commission representing disputed bill payment should be disbursed to defendant.
4. Complainant should pay defendant \$27.75 additionally for water service provided by defendant through August 1, 1979.




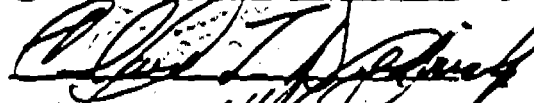
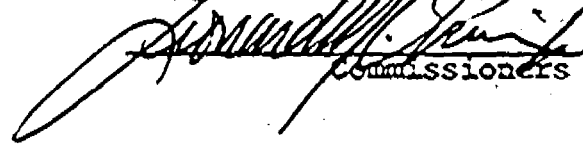
IT IS ORDERED that:

1. Case No. 10741 is denied.
2. Monies deposited with the Commission by Brian Flaherty with respect to this complaint shall be disbursed to Donner Lake Utility Company.
3. Complainant shall pay defendant \$27.75 additionally for water service provided by defendant through August 1, 1979.

4. Donner Lake Utility Company shall include in each service billing the prior meter reading and date of reading.

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

Dated JAN 8 - 1980, at San Francisco, California.


President




Commissioners