

Decision 97-06-011 June 11, 1997

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

HAROLD A. CURRY,

Complainant,

vs.

SOUTHERN CALIFORNIA GAS COMPANY
(U 904 G),

Defendant.

Case 96-10-003
(Filed October 3, 1996)

ORIGINAL

Harold Curry, for himself, complainant.
Sid M. Newson, for Southern California Gas
Company, defendant.

OPINION

Summary

Harold A. Curry (complainant) requests a full and complete investigation and audit of Southern California Gas Company's (SoCalGas) Low Income Weatherization Program. After being told that installation of attic insulation in his house was "not feasible," Curry installed the insulation himself. The Commission concludes that Curry is entitled to reparations in the amount SoCalGas would have paid its contractor for installing insulation in Curry's house. The request for an investigation of the program is denied.

Facts

An evidentiary hearing before the assigned Administrative Law Judge (ALJ) was held in Morro Bay on March 14, 1997.

In its answer to the complaint, SoCalGas states that on September 28, 1995, the Economic Opportunity Commission (EOC) of San Luis Obispo County completed some

conservation measures on Curry's residence, but declined to insulate the attic, stating that it was not feasible due to inadequate ventilation in the attic.

Further, SoCalGas states that on January 17, 1996, an inspection of the weatherization efforts at Curry's residence was completed by a second independent agency contracted by SoCalGas which also found that the attic has insufficient venting.

SoCalGas points out that a letter dated October 27, 1995 was sent to Curry requesting him to contact SoCalGas to schedule the inspection of the weatherization efforts in order to verify that the work was done according to required standards. According to SoCalGas' records and those of the EOC, Curry never responded to SoCalGas' letter. Curry subsequently purchased and installed the attic insulation himself, and then contacted SoCalGas to obtain reimbursement. According to SoCalGas, Curry went beyond the No Cost Weatherization Agreement when he performed the weatherization himself. And SoCalGas contends that because Curry violated safety provisions of the Uniform Building Code and the terms of the No Cost Weatherization Agreement, he is not entitled to reimbursement for his self-installed attic insulation materials.

In response to an information request from the assigned ALJ, SoCalGas stated:

Question 1 - So that attic insulation could be installed, did the weatherization contractor inform complainant what needed to be done to increase attic ventilation? If so, what was the outcome of those discussions?

Answer 1 - Yes. During assessment and installation of approved measures by our contractors, customers are informed of the measures that qualify for the program. On measures that are not feasible to install, the customer is advised of the reason for non-feasibility and the actions required to conform with program safety guidelines.

In Mr. Curry's case, he was informed that the existence of exposed wiring in the attic needed to be corrected before the needed ventilation work could be performed. He was instructed to call the contractor when the wiring work was completed so that the ventilation work could be performed and then the attic insulated. Mr. Curry did not call the contractor back. (SoCalGas letter dated January 8, 1997, emphasis added.)

At the evidentiary hearing, Curry provided a letter from a licensed electrical contractor which states that although the wiring in his house was old (1940-1960), it was in "good shape." Also, the letter states that "there are some porcelain insulators on the

rafters, such as used in knob and tube wiring, but no wiring to them" (Exhibit 1, emphasis added).

Curry provided a report from a licensed structural pest control company which states that ventilation in the house substructure and attic area "appears adequate." Further, Curry disputes SoCalGas' measurements of the attic area, its formula for computing required attic ventilation, and SoCalGas' assertions that he did not timely contact them.

Discussion

Contrary to SoCalGas' answer to the complaint, the issue is not attic ventilation. Rather, the issue is whether the porcelain insulators caused EOC installers to mistakenly conclude that there was an unsafe condition in the attic. If so, was the mistake handled in a professional manner?

We conclude that the EOC installers did make a mistake and the matter was not handled in a professional manner.

SoCalGas' answer to Question 1 states that Curry was informed that exposed wiring needed to be corrected before the needed ventilation work could be performed. Further, SoCalGas agrees that the needed ventilation work would have been performed under its weatherization program if the alleged unsafe electrical condition was corrected.

Also, we note that SoCalGas' independent inspector's report provides a discussion on ventilation but makes no mention of an unsafe electrical condition. He states, "I told the customer that the only reason I could find for the agency not insulating the attic was that it did not have enough ventilation. ..." We believe that the lack of any mention of an unsafe electrical condition by SoCalGas' inspector corroborates Curry's electrical contractor's conclusion that the wiring was in good shape.

The record in this proceeding contains allegations regarding the unprofessional handling of this matter by EOC's inspector, who did not attend the hearing. Also, there are allegations that Curry did not timely respond to SoCalGas' letters. There is no need

to discuss these matters which, we believe, were precipitated by the EOC installers' mistaken belief that there was an unsafe electrical condition.

However, we should point out that all the acrimony in this case could have been avoided if EOC had properly supervised its installers. Installers receive one week of training by SoCalGas and they are not trained electricians. In this instance, the installers should have immediately called their supervisor for a second opinion if they believed that there was an unsafe condition. If there was an unsafe condition, the supervisor should have met with the homeowner and resolved the problem in a professional manner. That did not happen in this case.

Further, we believe there has been a lack of communication between SoCalGas and EOC as to the reason why the attic was not insulated. Since attic insulation is the most important item of all the weatherization measures provided under the program, SoCalGas should obtain a clear explanation from its contractor or agency doing the work whenever attic insulation is not provided. Simply checking off a "not feasible" box on a form is not good enough.

We conclude that since Curry was found eligible for attic insulation under SoCalGas' no-cost weatherization program and he was denied this because of EOC's unprofessional handling of this matter, SoCalGas should reimburse Curry the amount it would have paid EOC for installing attic insulation.

With regard to the installation of the insulation by Curry, if there is a Code violation, that is his responsibility, since he did the work himself. There is no reason to deny Curry reparations.

Lastly, with regard to Curry's request for an investigation and audit of SoCalGas' Low Income Weatherization Program, we find no reason to do so. This case is an isolated incident, the result of inept supervision and poor customer relations by EOC. However, we encourage the Low-Income Governing Board to keep in mind the issues raised by this complaint as they develop new programs to serve low-income customers.

Findings of Fact

1. Curry was found eligible for ceiling insulation under SoCalGas' no-cost weatherization program.
2. Due to a mistake by EOC's installers, Curry was denied ceiling insulation. Thereupon, he installed the ceiling insulation himself.

Conclusion of Law

SoCalGas should make reparations to Curry in the amount it would have paid EOC for installing ceiling insulation in Curry's house.

O R D E R

IT IS ORDERED that:

1. Southern California Gas Company (SoCalGas) shall pay Harold A. Curry (Curry) the amount it would have paid the Economic Opportunity Commission of San Luis Obispo for installing attic insulation in his house.
2. Curry's request for an investigation and audit of SoCalGas' Low Income Weatherization Program is denied.
3. Case 96-10-003 is closed.

This order is effective today.

Dated June 11, 1997, at San Francisco, California.

P. GREGORY CONLON
President
JESSIE J. KNIGHT, JR.
HENRY M. DUQUE
JOSIAH L. NEEPER
RICHARD A. BILAS
Commissioners