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Decision 97-08-008 August 1, 1997

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Betty Dolores Moore,

Complainant,

vs.

Pacific Gas and Electric Company (U 39 E),

Defendant.

**ORIGINAL**

(ECP)

Case 97-05-009

(Filed May 7, 1997)

Betty Dolores Moore, for herself, complainant.

Mary Camby, for Pacific Gas and Electric Company, defendant.

O P I N I O N

**Introduction**

Betty Dolores Moore, complainant, alleges that Pacific Gas and Electric Company (PG&E) overcharged her by \$374 for electric service rendered during the ten-month period of May 1996 through February 1997.<sup>1</sup> Complainant has withheld paying PG&E (defendant) the disputed amount and no money is on deposit with the Commission.

An evidentiary hearing was held in Sacramento on June 4, 1997, and, at the option of complainant, written briefs were submitted in lieu of closing oral arguments.<sup>2</sup> For the reasons set forth below, we find that PG&E did not overcharge complainant.

<sup>1</sup> Complainant states that the disputed amount is \$374 while PG&E says it is \$386.67. The record is insufficient to determine whether the actual amount in dispute is \$374 or \$386.67. Since the difference is insignificant, this decision shall assume the lower amount of \$374.

<sup>2</sup> Assigned Administrative Law Judge (ALJ) Kenney directed the parties to serve their briefs in accordance with the Commission's Rules of Practice and Procedure (Rules) by no later than June 12, 1997. Complainant's brief is dated June 16, 1997, and was postmarked on June 17. Further, complainant's brief was not served in accordance with the Commission's Rules. Despite complainant's failure to follow the ALJ's instructions in serving her brief, we nonetheless considered all the information and arguments contained in her brief.

### Parties' Positions

Complainant presents three arguments in support of her contention that PG&E overcharged her. First, complainant states that PG&E failed to read her electric meter for six months during the disputed period. Instead, PG&E sent monthly bills based on PG&E's "estimate" of complainant's usage. According to complainant, PG&E's estimates exceeded her actual usage. Second, complainant states that she could not have used the amount of electricity claimed by PG&E because she is seldom at home and many of her appliances run on propane instead of electricity. Finally, complainant states that her usage has declined significantly since she assumed the responsibility for reading her meter in February 1997.<sup>3</sup> According to complainant, this demonstrates that PG&E failed to accurately read her meter (or estimate her usage) during the ten months at issue.

PG&E admits it did not read complainant's meter for six out of the ten months at issue. According to PG&E, it missed these meter reads due to reasons beyond its control, and, therefore, was forced to submit monthly electric bills based on its estimate of complainant's usage.<sup>4</sup> PG&E argues, however, that because electric meters measure consumption on a cumulative basis, PG&E is quite sure about the complainant's total electricity usage during the ten months since complainant's meter was read at both the beginning and the end of the ten-month period at issue.<sup>5</sup>

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<sup>3</sup> Under certain circumstances, PG&E allows customers to read their own meters and to mail in their readings. PG&E verifies a customer's meter readings once every six months.

<sup>4</sup> Among the reasons given by PG&E for not reading complainant's electric meter were a locked gate on complainant's premises, wariness of complainant's German Shepherd, and the possibility of rattlesnakes in grassy areas leading up to complainant's meter. Complainant believes none of these reasons is legitimate.

<sup>5</sup> PG&E took the meter reading at the beginning of the ten-month period while complainant took the meter reading at the end of the ten-month period. PG&E's estimates of complainant's usage (and the related PG&E billings to complainant) during the ten months were "trued-up" with actual meter readings.

PG&E also argues that complainant's usage of electricity during the ten months is confirmed by the nearly identical usage by complainant during the previous year.<sup>4</sup>

The usage data presented by PG&E was as follows:

May 1996 through February 1997		May 1995 through February 1996	
<u>Usage</u>	<u>Charges</u>	<u>Usage</u>	<u>Charges</u>
8340	\$1,005.52	8319	\$1,015.52

Finally, PG&E acknowledges that complainant's usage dropped for the period of March through May 1997 when compared with similar periods in 1995 and 1996. PG&E states that while it cannot explain the variations in the complainant's consumption of electricity, which is controlled by the complainant alone, it has nonetheless rendered an accurate electric bill for the ten months in question.

#### Discussion

We find that PG&E has demonstrated that its billings to the complainant for the ten months of May 1996 through February 1997 were reasonable on an aggregate basis. To begin with, we agree with PG&E that there can be no real dispute concerning the complainant's cumulative usage for the ten months since there is no evidence that the meter readings taken at the beginning and the end of the ten-month period were erroneous. In addition, PG&E demonstrated that complainant's usage during the ten months was consistent with complainant's historical usage. Although the complainant demonstrated that her usage in recent months has declined when compared with her usage during the ten-month period at issue, this fact in itself does not repudiate PG&E's showing regarding complainant's usage during the ten months at issue. In sum, complainant has not met her burden to prove her allegation that PG&E overcharged her. Accordingly, we must deny the complaint.

<sup>4</sup> Complainant has had the same electric meter for at the last several years. PG&E did not test complainant's meter of accuracy.

**O R D E R**

**IT IS ORDERED that:**

1. The complaint by Betty Dolores Moore (complainant) against Pacific Gas and Electric Company (PG&E) is denied.
2. PG&E may seek to collect \$374 from complainant for electric service rendered by PG&E to complainant from May 1996 through February 1997.
3. This proceeding is closed.

This order is effective today.

Dated August 1, 1997, at San Francisco, California.

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