

BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF CALIFORNIA



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Michael Hetherington and Janet Hetherington,  
Complainants,

vs.

Pacific Gas and Electric Company (U39E),  
Defendant

**Case No. (C.)10-10-010**  
(Filed October 13, 2010)

**ANSWER OF PACIFIC GAS AND ELECTRIC COMPANY**

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Dated: November 29, 2010

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**ANSWER OF PACIFIC GAS AND ELECTRIC COMPANY**

Pursuant to Rule 4.4 of the Rules of Practice and Procedure of the California Public Utilities Commission (Commission), defendant Pacific Gas and Electric Company (PG&E) submits this Answer to the Complaint filed with the Commission by Michael and Janet Hetherington on October 13, 2010, and served on PG&E by the Commission's Docket Office on October 26, 2010.

**I. SUMMARY OF ANSWER**

The essence of this Complaint is a dispute as to who should pay the costs associated with the relocation of a meter for electric service to residential property, Michael and Janet Hetherington or PG&E. In September, 2000, the Hetheringtons and PG&E mutually agreed on the existing meter location at the property boundary as part of a line extension contract. The meter location was installed at the property boundary because the Hetheringtons' residence was on a large parcel of land a considerable distance away from PG&E's available distribution line, in excess of one mile away. In April, 2009, the Hetheringtons requested the meter be relocated to a new location near their residence. PG&E was willing to relocate the meter, provided the

Hetheringtons paid the relocation costs as required under Electric Tariff Rule 16.F.2.b. As part of the relocation work, the Hetheringtons proposed to transfer ownership and future maintenance responsibility of their privately-owned houseline to PG&E. The privately-owned houseline installed by the Hetheringtons is direct buried cable. Because direct buried cable is not an approved method of construction, PG&E would not agree to assume ownership and maintenance of the private line.

The Complaint fails to state any facts to relieve the Hetheringtons of their obligation under Rule 16.F.2.b to pay for the relocation of the meter. The Commission should dismiss this action based on the lack of jurisdiction.

## **II. PG&E'S RESPONSES TO THE COMPLAINT'S MATERIAL ALLEGATIONS**

In compliance with Rule 4.4, in this Part PG&E admits or denies each material allegation in the Complaint as follows.

Responding to the allegations contained in the Complaint at Paragraph E, PG&E denies that it is wrongly metering the electric usage. Responding to the remaining sentences in Paragraph E, PG&E avers that these sentences contain conclusions of law for which no response is required.

Responding to the allegations contained in the Complaint at Paragraph F, under the first paragraph below the heading "Summary," PG&E admits that the Hetheringtons are the owners of the property at 120 Langley Hill Road, including that portion of the underground electric service line beyond PG&E's service delivery point at the meter, commonly known as a "houeline." Responding to the allegations contained in the second sentence of the first paragraph, PG&E admits that in or about August, 2010, it discovered that the meter had been removed from the original location at the property boundary and installed at a new location near the Hetheringtons' residence. The removal of PG&E's meter from its original location was not authorized by

PG&E and it reestablished the meter at its original location at the property boundary. PG&E denies the allegations of the third, fourth and fifth sentences of the first paragraph. Responding to the allegations contained in the sixth sentence of the first paragraph, PG&E lacks sufficient information or belief to respond as to the Hetheringtons' use of solar-powered refrigeration or kerosene at their property, and on that basis, denies such allegations in their entirety. In further response, the summary of meter readings attached to the Complaint was prepared by the Hetheringtons, not PG&E. To the extent the summary purports to reflect information presented on PG&E's billing statements, the billing statements speak for themselves. Responding to the allegations contained in the seventh and eighth sentences of the first paragraph, PG&E lacks sufficient information or belief to respond as to the Hetheringtons' allegation their neighbor is stealing electricity from behind the meter, and on that basis, denies such allegations in their entirety. In further response, PG&E avers that the meter constitutes PG&E's service delivery point, and the Hetheringtons are solely responsible for the operation, maintenance and protection of their privately-owned houseline.

PG&E avers that the allegations in the second paragraph below the heading "Summary" contain conclusions of law for which no response is required.

Responding to the allegations in the third paragraph below the heading "Summary," PG&E denies the allegation that the privately-owned houseline on the Hetheringtons property is a "PG&E approved line." In further response, PG&E responds that to the extent the Hetheringtons' request to transfer ownership and future maintenance responsibility of their privately-owned houseline to PG&E, the houseline must meet PG&E's standards for electric construction. PG&E avers that the remaining allegations in the third paragraph below the heading "Summary" contain conclusions of law for which no response is required.

PG&E avers that the allegations in the Complaint in the first paragraph of Section 1 below the heading “Application of Law” contain conclusions of law for which no response is required.

Responding to the allegations contained in the first sentence of the second paragraph of Section 1, PG&E responds that the provisions of Rule 16 speak for themselves. Responding to the allegations contained in the second sentence of the second paragraph, PG&E avers that the allegations contain conclusions of law for which no response is required. In further response PG&E avers that the definition of “Premises” is set forth in Rule 16.H, which speaks for itself.

Responding to the allegations contained in the first sentence of the third paragraph of Section 1, PG&E admits it discovered that the meter had been removed from the original location at the property boundary and installed at a new location near the Hetheringtons’ residence. The removal of PG&E’s meter from its original location was not authorized by PG&E and it reestablished the meter at its original location at the property boundary. PG&E admits there is a customer-owned transformer near the meter location. PG&E lacks sufficient information or belief to respond as to the remaining allegations concerning the neighbor’s “dominion and control” over the customer-owned facilities, and on that basis, denies such allegations in their entirety. Responding to the allegations contained in the second, third, fourth and fifth sentence of the third paragraph, PG&E lacks sufficient information or belief to respond as to the Hetheringtons’ allegation their neighbor is stealing electricity from behind the meter, and on that basis, denies such allegations in their entirety. In further response, PG&E avers that the meter constitutes PG&E’s service delivery point, and the Hetheringtons are solely responsible for the operation, maintenance and protection of their privately-owned houseline. PG&E avers that the allegations contain conclusions of law for which no response is required.

PG&E avers that the allegations in the Complaint in the fourth paragraph of Section 1 contain conclusions of law for which no response is required.

Responding to the allegations in the Complaint in the first paragraph of Section 2 below the heading “Application of Law,” PG&E admits that the Hetheringtons and PG&E mutually agreed on the existing meter location at the property boundary as part of a line extension contract. The meter location was installed at the property boundary because the Hetheringtons’ residence was on a large parcel of land a considerable distance away from PG&E’s available distribution line, in excess of one mile away.

PG&E avers that the allegations in the second, third, fourth and fifth paragraphs of Section 2 contain conclusions of law for which no response is required.

PG&E denies the allegations in the sixth paragraph of Section 2. In further response, the summary of meter readings attached to the Complaint was prepared by the Hetheringtons, not PG&E. To the extent the summary purports to reflect information presented on PG&E’s billing statements, the billing statements speak for themselves.

Responding to the allegations in the seventh paragraph of Section 2, PG&E lacks sufficient information or belief to respond as to the Hetheringtons’ allegation their neighbor is stealing electricity from behind the meter, and on that basis, denies such allegations in their entirety. In further response, PG&E avers that the meter constitutes PG&E’s service delivery point, and the Hetheringtons are solely responsible for the operation, maintenance and protection of their privately-owned houseline. PG&E avers that the remaining allegations of the seventh paragraph contain conclusions of law for which no response is required.

PG&E avers that the allegations in the eight and ninth paragraphs of Section 2 contain conclusions of law for which no response is required.

PG&E avers that the allegations in the first paragraph of Section 3 contain conclusions of law for which no response is required.

PG&E denies the allegations contained in the first sentence of the second paragraph of Section 3. PG&E admits the allegation in the second sentence of the second paragraph of Section 3. PG&E avers that the remaining allegations in the second paragraph of Section 3 contain conclusions of law for which no response is required.

Responding to the allegations in the first, second and third paragraphs of Section 4, PG&E lacks sufficient information or belief to respond, and on that basis, denies such allegations in their entirety. PG&E denies the allegations in the fourth paragraph of Section 4. In further response, PG&E responds that as part of the line extension contract performed in 2000, the Hetheringtons were informed of and agreed to established the meter location at the property boundary.

PG&E denies the allegations in the first and second sentences of the fifth paragraph of Section 4. In further response, PG&E avers that the meter constitutes PG&E's service delivery point, and the Hetheringtons are solely responsible for the operation, maintenance and protection of their privately-owned houseline. PG&E lacks sufficient information or belief to respond as to the Hetheringtons' allegation their neighbor relocated an easement, and on that basis, denies such allegations in their entirety. PG&E avers the remaining allegations in the fifth paragraph contain conclusions of law for which no response is required.

PG&E denies the allegations in the first sentence of the first paragraph of Section 5. PG&E lacks sufficient information or belief to respond to the allegations in the second and third sentences of the first paragraph of Section 5, and on that basis, denies such allegations in their entirety. PG&E denies the allegations in the fourth sentence of the first paragraph of Section 5.

PG&E avers that the remaining allegations in the first paragraph contain conclusions of law for which no response is required.

PG&E avers that the allegations in the second and third paragraphs of Section 5 contain conclusions of law for which no response is required.

Responding to the allegations in the Complaint in the first paragraph below the heading “Detailed Statement of Facts,” PG&E admits that in or about August, 2010 it discovered that the meter had been removed from the original location at the property boundary and installed at a new location near the Hetheringtons’ residence. The removal of PG&E’s meter from its original location was not authorized by PG&E and it reestablished the meter at its original location at the property boundary. PG&E denies the allegation in the second sentence of the first paragraph that it failed to respond to the Hetheringtons’ informal complaint to the Consumer Affairs Branch of the Commission. The remaining allegations of the first paragraph characterize PG&E’s August 10, 2010 letter, which speaks for itself.

PG&E denies the allegations in the second paragraph below the heading “Detailed Statement of Facts.”

PG&E avers that the allegations in the third paragraph below the heading “Detailed Statement of Facts” contain conclusions of law for which no response is required.

PG&E denies the allegations in the fourth paragraph below the heading “Detailed Statement of Facts.”

PG&E denies the allegations in the fifth paragraph below the heading “Detailed Statement of Facts.” In further response, PG&E responds the removal of PG&E’s meter from its original location was not authorized by PG&E and it reestablished the meter at its original location at the property boundary.

PG&E denies the allegations in the sixth paragraph below the heading “Detailed Statement of Facts.”

Responding to the allegations in the Complaint in the first paragraph below the heading “Theft of Electric Power,” PG&E lacks sufficient information or belief to respond as to the allegations in the first sentence, and on that basis, denies such allegations in their entirety. PG&E admits that on or about October 28, 2009, PG&E’s personnel observed what appeared to be an irrigation control line on the customer’s property. PG&E denies the remaining allegations of the first paragraph.

PG&E lacks sufficient information or belief to respond as to the allegations in the second and third paragraphs below the heading “Theft of Electric Power,” and on that basis, denies such allegations in their entirety. PG&E specifically denies the allegation that refused to allow the Hetheringtons to relocate the meter from its existing location. PG&E further denies that the existing meter location endangers public health and safety.

PG&E avers that the allegations in the fourth paragraph below the heading “Theft of Electric Power” contain conclusions of law for which no response is required.

Responding to the allegations in the Complaint in the first, second, third and fourth paragraphs below the heading “Evidence of Connivance Between Neighbor and PG&E,” PG&E lacks sufficient information or belief to respond, and on that basis denies such allegations in their entirety.

Responding to the allegations in the fifth paragraph below the heading “Evidence of Connivance Between Neighbor and PG&E,” PG&E admits that the Hetheringtons contacted PG&E to request the meter be relocated from its original meter location. In further response, PG&E admits that upon discovery that the meter had been removed from the original location at

the property boundary, it informed the Hetheringtons that PG&E would reestablish the meter at its original location at the property boundary.

Responding to the allegations in the Complaint in the first paragraph below the heading “Agreement to Meter Location Rescinded For Mistake, Fraud, or Failure of Considerations,” PG&E avers that the allegations contain conclusions of law for which no response is required. To the extent that the first paragraph contains any factual allegations, PG&E denies them in their entirety.

Responding to the allegations in the second paragraph below the heading “Agreement to Meter Location Rescinded For Mistake, Fraud, or Failure of Considerations,” PG&E lacks sufficient information or belief to respond, and on that basis, denies such allegations in their entirety.

PG&E admits the allegations in the first sentence of the third paragraph below the heading “Agreement to Meter Location Rescinded For Mistake, Fraud, or Failure of Considerations.” PG&E lacks sufficient information or belief to respond to the remaining allegations in the third paragraph, and on that basis, denies such allegations in their entirety.

PG&E lacks sufficient information or belief to respond to the allegations in the fourth paragraph below the heading “Agreement to Meter Location Rescinded For Mistake, Fraud, or Failure of Considerations,” and on that basis, denies such allegations in their entirety.

PG&E avers that the allegations in the fifth paragraph below the heading “Agreement to Meter Location Rescinded For Mistake, Fraud, or Failure of Considerations” contain conclusions of law for which no response is required. To the extent that the fifth paragraph contains any factual allegations, PG&E denies them in their entirety.

Responding to the allegations in the sixth paragraph below the heading “Agreement to Meter Location Rescinded For Mistake, Fraud, or Failure of Considerations,” denies the allegations in the first sentence. PG&E admits the allegation in the second sentence that it determined there was no load on the privately-owned houseline when power was turned off at the meter location. PG&E lacks sufficient information or belief to respond to the allegations in the third and fourth sentences of the sixth paragraph, and on that basis, denies such allegations in their entirety. PG&E avers that the remaining allegations in the sixth paragraph contain conclusions of law for which no response is required.

Responding to the allegations in the Complaint under the first paragraph of Section 1 under the heading “PG&E’s Position,” PG&E admits that the Hetheringtons and PG&E mutually agreed on the existing meter location at the property boundary as part of a line extension contract.

PG&E denies the allegations in the first sentence of the second paragraph of Section 1 under the heading “PG&E’s position.” PG&E admits the allegations of the second sentence of the second paragraph. PG&E lacks sufficient information or belief to respond to the allegations in the third sentence of the second paragraph, and on that basis, denies such allegations in their entirety.

PG&E avers that the allegations in the third paragraph of Section 1 under the heading “PG&E’s position” contain conclusions of law for which no response is required.

Responding to the allegations in the Complaint under the first sentence of the fourth paragraph of Section 1 under the heading “PG&E’s Position,” PG&E lacks sufficient information or belief to respond, and on that basis, denies such allegations in their entirety. PG&E denies the allegations in the second sentence of the fourth paragraph.

PG&E avers that the allegations in the fifth paragraph of Section 1 under the heading “PG&E’s position” contain conclusions of law for which no response is required.

Responding to the allegations under the sixth paragraph of Section 1 under the heading “PG&E’s Position,” PG&E admits that the use of SmartMeter™ equipment will eliminate the need for manual meter reads. Except as so admitted, PG&E denies the remaining allegations of the sixth paragraph.

PG&E avers that the allegations in the seventh, eighth and ninth paragraphs of Section 1 under the heading “PG&E’s Position” contain conclusions of law for which no response is required.

PG&E denies the allegations of the first paragraph of Section 2 under the heading “PG&E’s Position.” In further response PG&E states that the terms of the letter dated December 28, 2010 from PG&E’s Doris Stephen speak for themselves.

PG&E avers that the allegations in the remaining paragraphs of Section 2 under the heading “PG&E’s Position” contain conclusions of law for which no response is required.

Responding to the allegations under the first paragraph of Section 3 under the heading “PG&E’s Position,” PG&E denies that it demanded the privately-owned houseline be dug up. In further response, PG&E states that it informed the Hetheringtons that any proposal to transfer ownership and future maintenance responsibility of their privately-owned houseline to PG&E would be conditioned on it meeting PG&E’s electric construction standards. Because the privately-owned houseline is direct buried cable, PG&E would not agree to assume ownership and maintenance of the private line.

PG&E lacks sufficient information or belief to respond to the allegations in the first and second sentences of the second paragraph of Section 3, and on that basis denies such allegations

in their entirety. Responding to the third sentence of the second paragraph of Section 3, PG&E admits that it determined there was no load on the privately-owned houseline when power was turned off at the meter location.

PG&E avers that the allegations in the remaining paragraphs of Section 3 under the heading “PG&E’s Position” contain conclusions of law for which no response is required.

### **III. RULE 7 MATTERS**

PG&E agrees with the Hetheringtons’ categorization of this proceeding as adjudicatory. PG&E agrees that no hearing may be required. The Hetheringtons state that the issue to be considered is “PG&E should move the smart meter back to its lawful location at our house.” PG&E objects to this characterization and submits that the meter had been improperly removed from the original location at the property boundary and installed near the Hetheringtons’ residence without authorization from PG&E.

PG&E submits that the following issues should be considered: whether this action should be dismissed based on the failure to state facts showing any violation of a rule or order of the Commission or of PG&E’s tariff. PG&E will submit a motion to dismiss this proceeding based on lack of jurisdiction, which it believes may be determined without the need for a hearing. In the event that the motion is not dispositive of this proceeding, PG&E submits that the only additional issue to be considered is whether the parties may be able to stipulate to the facts so that the Commission may make a determination of whether PG&E violated any provision of law or rule or order of the Commission.

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Proposed Schedule. The Hetheringtons propose a schedule that would set a hearing approximately 50 to 70 days from the date of filing the Complaint. PG&E suggests that in accordance with Rule 14.3 the Commission should issue a draft decision and receive comments on it. Therefore, PG&E proposes the following schedule:

October 13 2010	Complaint filed
October 26, 2010	Complaint served
November 29, 2010	Answer filed
December 15, 2010	Motion to Dismiss filed
To be determined, as necessary	Prehearing conference
To be determined	Assigned Commissioner or ALJ issues Draft Presiding Officer's Decision
20 days after Draft Decision	Comments on Draft Decision filed
5 days after Comments	Reply Comments on Draft Decision filed
30 or more days after Draft Decision	Commission issues Decision

#### **IV. CONCLUSION**

Any relocation of PG&E's meter is governed by Electric Tariff 16.F.2.b, which requires that the Hetheringtons be financially responsible for the relocation costs. The Complaint fails to state any facts to relieve the Hetheringtons of their obligation under Rule 16.F.2.b to pay for the relocation. To the extent the Hetheringtons seek to transfer their privately-owned houseline to PG&E, it must meet PG&E's electric construction standards. Because the Hetheringtons have failed to show that PG&E has violated any law or Commission rule or order, PG&E respectfully requests that this Complaint be dismissed.

WHEREFORE, PACIFIC GAS AND ELECTRIC COMPANY respectfully prays for the following relief:

1. That the Hetheringtons request for relief be denied;
2. That the Complaint be dismissed with prejudice;
3. That the Commission provide such other relief as it deems appropriate.

Respectfully Submitted,

STEPHEN L. GARBER  
GRANT GUERRA

By: \_\_\_\_\_ /s/  
GRANT GUERRA

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Attorneys for  
PACIFIC GAS AND ELECTRIC COMPANY

Dated: November 29, 2010

**VERIFICATION**

I, the undersigned, say:

I am an officer of PACIFIC GAS AND ELECTRIC COMPANY, a corporation, and am authorized to make this verification for and on behalf of said corporation, and I make this verification for that reason. I have read the foregoing ANSWER OF PACIFIC GAS AND ELECTRIC COMPANY and I am informed and believe that the matters therein are true and on that ground I allege that the matters stated therein are true.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at San Francisco, California, this 29<sup>th</sup> day of November, 2010.

\_\_\_\_\_  
/s/  
ERIC MONTIZAMBERT  
Assistant Corporate Secretary  
Pacific Gas and Electric Company

**CERTIFICATE OF SERVICE**

I, the undersigned, state that I am a citizen of the United States and am employed in the City and County of San Francisco; that I am over the age of eighteen (18) years and not a party to the within cause; and that my business address is Pacific Gas and Electric Company, Law Department, B30A, 77 Beale Street, San Francisco, California 94105.

On **November 29, 2010**, I served a true copy of:

**ANSWER OF PACIFIC GAS AND ELECTRIC COMPANY**

on the official service lists for **C.10-10-010** by electronic mail for those who have provided an e-mail address and by U.S. mail for those who have not.

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **November 29, 2010**.

/s/

\_\_\_\_\_  
*Martie L. Way*

**THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA  
EMAIL SERVICE LIST**

Last Updated: November 16, 2010

**CPUC DOCKET NO. C1010010**

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# THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA SERVICE LIST

Last Updated: November 16, 2010

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