

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA



FILED

01-13-12

04:59 PM

Maria V. Lawrence,

Complainant

vs.

CASE (C.) 11-04-019

Pacific Gas and Electric Company
(U39G),

Defendant

ISSUES BRIEF

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BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

In the Matter of the C 11-04-019

BRIEF OF MARIA V. LAWRENCE

Pursuant to ruling of ALJ Colbert dated December 7, 2011, Complainant, Maria V. Lawrence hereby submits her brief regarding the issues set forth in the Scoping Memo and Ruling of Assigned Commissioner

I. INTRODUCTION AND BRIEF FACTUAL BACKGROUND

This issue brief concerns property at 138 Virginia Court, Alamo part of a residential community developed in 1979. Most of the streets are public roads with a few exceptions. In those instances the developer granted and recorded easement for PUE.¹ Said document recorded on October 15, 1979 identified as 9576 page 116 identifies the private drives as Virginia Court, Jay Lane and Jay Court. Document states “II. The strips of land of the uniform widths of 10.0 feet and 15.0 feet ...” The total width of Virginia Court is 20 feet while Jay Lane and Jay Court are both 30 feet in width. The developer granted half of the total width of the respective street for PUE, 10.0 feet of Virginia Court and 15.0 of other streets. The property line of the identified parcels is in the middle of the private drives. P G & E’s normal procedure is to provide gas and electric service lines to each property in a sequential route from the proceeding location as stated in Tariff Rule “from the nearest permanent and available distribution facility to the point from which the service facilities will be connected”.² This was not done at this lot. The service lines should have been taken from the north.³ Instead, at this property, P G & E bypassed the entire lot and then had to backtrack from the south eastern corner going north 147 feet to provide service.⁴

¹ Hearing C10-02-026 P G & E Exhibit Recorded Easement 9576 Page 116

² Tariff Rule 15 A 2 b

³ Hearing C10-02-026 Exhibit # 10, #20

⁴ Hearing C10-02-026 Exhibit # 22, #46

On December 21, 1979 the original owner submitted a Request for Service.⁵ As noted in the document the residence was 20% completed.

On February 1, 1980 P G & E produced a construction sketch for the electric and gas service lines and billing for the line placement.⁶ The lines were to be placed in a joint trench with CATV service. P G & E was to trench and backfill the route for the service lines. The original owner and CATV were charged by the foot the distance of 147 feet between the transformer at the south east corner of the property to the meters which were to be placed on the corner of the house closest to the street and PUE. The owner paid \$516.00 ($\6.50×147) for the distance. In addition, the owner also paid material cost in the amount of \$35.00 bringing his total cost to \$551.00, CATV paid \$182.00.

The gas and electric service lines were not placed according to P G & E's sketch and the meters were place on the west side of the 3 car garage, 42 feet deep into the property, not at the east corner, closest to the PUE. The lines were placed from the 75 KVA transformer to an adjacent splice box then traveled west into the property about 20 feet; made a 120 degree bend; then the lines ran diagonally northwest across the property for about 120 feet; then made a 90 degree bend and ran for 30 feet parallel to the PUE, to reach the meters on the residence at the far west corner of the garage away from the PUE and private drive.⁷

⁵ Hearing C10-02-026 Exhibit # 41

⁶ Hearing C10-02-026 Exhibit # 46

⁷ Hearing C10-02-026 Exhibit # 19, # 22

The property was planned and developed for two structures.⁸ The residence was built first at the far north portion of the property. The original owner did not complete the development of the property as planned and the second structure was not built.

When an applicant files a request to relocated the service lines they must submit to P G & E an accurate, drawn to scale drawing of their project. P G & E then produces their construction sketch for the utility lines. Every construction sketch that P G & E produces is not drawn to scale. Some details do not represent actual field conditions⁹ such as meter location which is not accurate. P G & E requires that the applicant proceed with the construction based on their vague, inaccurate drawings for which they bill the customer engineering advance.

In 1985 Ms. Lawrence purchased the property from the original owner.

In 2005 Ms. Lawrence planned to complete the development of the property using the original 1980 plans, by building a free standing structure between the residence and the 75 KVA transformer at the south portion of the property. She requested that P G & E relocate a portion of their electric and gas lines “in a new location that was similar to the alignment depicted on the construction sketch.”¹⁰ P G & E required a \$1,000.00 engineering advance. The total cost for moving a section of the electric and gas lines was \$4,534.86. In 2010 the total cost to move a portion of the gas and electric service lines was \$14,567.39.¹¹

In 2005 no ITCC was charged for electric or gas. They are both listed as \$ 0.

⁸ Hearing C10-02-026 Exhibit 24 X 36 plot plan dated 1980

⁹ Hearing C10-02-026 Exhibit # 19

¹⁰ P G & E answer to complaint Page 5 at 18

¹¹ Hearing C10-02-026 Exhibit # 9, # 10

Ms. Lawrence objected to the cost. She did not sign the P G & E contract and ultimately deferred the project. The \$1,000.00 advance was not refunded. She filed an informal complaint with the CPUC.

In 2009 Ms. Lawrence renewed her request for P G & E to relocate their service lines.

Prior to restarting the construction she contacted P G & E, met with their representatives, and provided some 2005 documents regarding the service lines.

P G & E required another engineering advance of \$3,000.00. P G & E then produced new construction sketches that required the electric service line to originate at the south east corner as in 1980 and 2005 but the gas service line was to originate approximately 90 feet north in the middle of the driveway.¹² The meter location does not reflect actual placement, field conditions. The electric service line required two additional splice boxes for a total of 3 splice boxes. The electric line now has three 90 degree angles. Two of which have splice boxes and one 90 degree angle which does not.

Ms. Lawrence objected to the 2009 construction sketch because the gas service lines were to originate from a different location. She further objected to P G E's demand that she was required to trench and remove a portion of the driveway in order to place the gas line in the middle of the driveway.¹³ The immediate areas on both the north and south of the driveway are dirt areas.¹⁴ PG & E refused.

¹² Hearing C10-02-026 Exhibit # 6, # 9, #17

¹³ Hearing C10-02-026 Exhibit # 6, #17

¹⁴ Hearing C10-02-026 Exhibit #47, #48, #49

Ms. Lawrence proposed that the 3rd splice box be placed at the first 90 degree angle closest to the street and PUE easement instead of 42 feet deep into the property.¹⁵

P G & E refused.

Ms. Lawrence also proposed that the gas and electric service lines originate perpendicular to the house at 90 degree angle with the PUE and then run straight back to the meters. This is the placement shown in every drawing of Electric and Gas Service Requirements (Greenbook).¹⁶ P G & E refused.

Ms. Lawrence was required to trench and remove part of the driveway for a section of the gas line.¹⁷

On February 25, 2010 Ms. Lawrence filed complaint C 10-02-026 alleging that the original 1980 service line placement, the 2005 line placement and the current 2010 service line placement violates Tariff Rules “on private property, along the shortest, most practical and available route...”¹⁸ and P G & E’s own Electric and Gas Service Requirements known as Greenbook. The service lines zigzag across the property.

In 1980 P G & E violated Tariff Rule twice:¹⁹

Tariff Rule No. 16 B 3 b.(1)“the shortest practicable route”

Tariff Rule No. 16 B 3 b.(1) (b)

“Where the distance is over 100 feet, the Utility will furnish, install, own and maintain the service lateral for the entire length, and the applicant shall pay to the Utility the cost of the conductors and conduit for the length exceeding 100 feet”

¹⁵ Hearing C10-02-026 Exhibit #25

¹⁶ Hearing C10-02-026 Exhibit #28

¹⁷ Hearing C10-02-026 Exhibit #6, #17

¹⁸ Electric Tariff Rule 16 C 1 b

¹⁹ Hearing C10-02-026 P G & E Request for Judicial Notice Rules Oct. 1967

Reading this rule using common language understanding, the owner should have paid for 47 feet not 147 feet.

The original owner and other utility were overbilled twice. First, because the service lines were not placed as originally drawn. The costs were calculated by the foot for that specific line placement. P G & E took a diagonal route. Second because tariff rules state that the Utility shall pay first 100 feet and the "Applicant for the length exceeding 100 feet".

On August 4, 2009, prior to resuming construction, Ms. Lawrence contacted Carl Horikoshi, Lands & Rights Supervisor of P G & E to request that they relocate the service lines. She met with P G & E representatives and provided some 2005 documents.

On August 24, 2009 the contractor started the construction and had an electric dig-in. P G & E placed 130 feet of electric lines diagonally across the property, resting on the new structure foundation and work area the contractor needed to use, in the same configuration as the original buried lines.²⁰

The gas service was also turned off and not restored until October 1, 2010.

Ms. Lawrence suspended construction because of safety hazard created by P G & E. The electric lines remained on the ground until September 27, 2010. In order to park her car and access the garage space Ms. Lawrence drove over these electric lines every day for more than a year.

As a result of the Commission's ADR, and the Partial Settlement Agreement, P G & E agreed to

²⁰ Hearing C10-02-026 Exhibit #1

remove the safety hazards they had created. On September 27, 2010 P G & E buried the electric lines into the trenches and splice boxes and covered the exposed active gas lines.

They removed a gas line that did not terminate at the meter. They re-excavated a location to install automatic gas shut off valve and backfilled the trenches covering the exposed gas line.²¹

Because more than a year had passed since the construction was suspended Ms. Lawrence needed to negotiate new contracts. The delay resulted in a higher labor and material costs.

In February 2011 the construction resumed at which time the structure was framed and subsequently completed.

In May 2011 Ms. Lawrence again suspended construction. The structure is complete but not operational because it does not have utilities and grading of a driveway for access. To bring the utilities from the meter to the garage structure the service lines will cross over the current line placement by P G & E. The lines will need to be cemented under the middle of the driveway. Further, the driveway will need to be paved around the 24 X 36 splice box that was placed 42 feet deep into the property. This placement violates P G & E safety requirements.

P G & E's Notification letters require that its "gas facilities are in a safe location and are accessible at all times in order to perform inspections, routine maintenance and emergency repairs as required by the CPUC and USDT regulations." Their ready access requirement do not permit the service lines to be under "decks, patios or walls".²²

²¹ Hearing C10-02-026 Exhibit #3 #5

²² Utility Work Procedure WP4100-04 "This is a condition where ready access to P G & E's gas facilities is prevented by objects that enclose, are installed directly over, or are in too close proximity to P G & E gas facilities or when required clearances are not maintained. Such objects typically include, but not limited to, buildings or portions of buildings decks, patios or walls." --

The current line placement in the middle of the paved driveway there is no minimal access for repair of gas line if needed. In addition Ms. Lawrence will not be able to develop this portion of her property without repeating this same process of moving the service lines.

I. COMPLAINT C 11-04-019 GAS AND ELECTRIC SHUTOFF

On April 25, 2011 Ms. Lawrence filed this instant complaint alleging that P G & E wrongfully shut off gas service on

August 24, 2009 until October 1, 2009

and July 7, 2010 until July 9, 2010

and electric service on

May 26, 2010 and February 2, 2011

GAS SHUT OFF

August 24, 2009 until October 1, 2009

Complainant contends shut-off was without cause and unjust because

1. A safety hazard did not exist at the time the gas service was shut off.
2. P G & E had first hand knowledge that construction was suspended.
3. That it was not possible to enclose the structure with the electric lines running across the foundation and property which P G & E had placed to provide electric to the house.¹
4. That P G & E violated work procedures by not giving the customer proper notice.²

¹Hearing C 10-02-026 Exhibit #1

²Utility Work Procedure WP 4100-04

Both parties agreed to bring the gas shut off issue before the Commission. Ms. Lawrence got permission to file an Amended Complaint. However, the hearing on C 10-02-026 was limited by Judge Ryerson to the original complaint and the issue of placement of the service lines.

Shut off July 7, 2010 until July 9, 2010

Ms. Lawrence was notified of gas shut off of July 7, 2010 because P G & E was scheduled to move the gas lines. P G & E crew left the construction site without completing their work.

P G & E left active exposed gas lines in open trenches at three locations³ and a gas line that did not terminate at the meter at another location.

The exposed gas lines in open trenches was a safety hazard which put the entire neighborhood in danger. Said safety hazard was not corrected until September 30, 2010 as a result of the Partial Settlement Agreement.

Ms. Lawrence stopped paying the gas portion of her bill not only because of the shut off but also because she was billed for gas during the time it was shut off.

ELECTRIC SHUT OFF

Electric service shut off on May 26, 2010 and February 2, 2011

Ms. Lawrence continued to pay the electric portion of her bill even though she believed that she was overcharged. P G & E invoices show:

Electric service shut off May 26, 2010

electric bill 3/17/2010 – 4/15/2010	\$48.37	Payment received 5/18/2010	\$48.37
electric bill 4/16/2010 – 5/14/2010	\$42.10	Payment received 7/8/2010	\$42.10

³ Hearing C 10-02-026 Exhibit #3, #6

Electric shut off February 2, 2011

electric bill	10/15/2010 – 11/15/2010	\$52.27	Payment received	12/14/2010	\$52.27
electric bill	11/16/2010 – 12/15/2010	\$33.07	Payment received	1/14/2011	\$33.07
electric bill	12/16/2010 – 1/13/2011	\$55.41	Check cleared bank	2/3/2011	

P G & E's answer to the complaint states that "The shut off of electric service on these dates was based on Ms. Lawrence's failure to pay the outstanding amount of the electric bill."⁴

The evidence listed above, from the P G & E bills, shows that is not correct.

RECONNECTION FEE AND DEPOSIT FEE

Ms. Lawrence has had an account with P G & E at this residence since 1985. In October 2010 P G & E ran an unauthorized credit report and required Ms. Lawrence to pay a deposit of \$143.00. In 2008 she became a CARE customer. Ms. Lawrence was also required to pay reconnection fee of \$20.00 on June 2011 bill which violates Decision 10-07-048:

"Once a customer has established credit as a customer of that utility, the utility must not require that customer to pay additional reestablishment of credit deposits with the utility for either slow-payment/no-payment of bills or following a disconnection."

BILLING ERRORS

Ms. Lawrence was billed for gas service between August 24, 2009 until October 1, 2009 when it was shut off. She also contends that she has been overcharged because the usage on the bill is more than the other months.⁵

Gas Entry #13, 10/1/09-10/13/09, I could not have used 16 therms in 12 days because that is more than entry #12 10/13/09-11/12/09 for 15 therms in 30 days.

⁴ P G & E Answer to Complaint Page 2 at 12

⁵ Complaint Exhibit C

As listed on Exhibit C the total unpaid gas bill is \$199.63 that is more than what I used.

Electric Entry #13 10/13/09-11/13/09 I could not have used 813 kWh for 31 days because that is more than any other item listed for any month on the list.

II. DISCUSSION

The CPUC serves the public interest by protecting consumers and ensuring the provision of safe, reliable utility service and infrastructure at reasonable rates.

The Commission has correctly identified a potential abuse by the utility of shutting off services without cause, and to mandate physical disconnection when it does happen.⁶

P G & E's gas shut off from August 24, 2009 to October 1, 2009 is willful misconduct. P G & E had first-hand knowledge that Ms. Lawrence had suspended construction because of safety hazardous conditions they had created. P G & E's answer to complaint "P G & E admits that at the time the December 3, 2009 letter was sent, there had been no framing or walls of the new garage structure referenced in the letter."⁷

P G & E's actions of shutting off gas services was without cause because at some unknown date in the future Ms. Lawrence was going to frame the garage structure and enclose it with a roof. During the same period of time a hazard condition did exist. P G & E had the electric lines diagonally across the property from the 75KVA transformer to the meters on her house. In order to access the garage space to park her car Ms. Lawrence drove over these electric lines every day for more than a year. P G & E also left active gas lines in open trenches for 3 months. It was

⁶ Decision 10-07-048 Rulemaking 10-02-005

⁷ P G & E Answer to Complaint Page 3 at 3.

only because the parties participated in the ADR services offered by the Commission and at the request of Ms. Lawrence, that P G & E agreed to complete the work they started on July 7, 2010 to bury the electric lines and cover the active gas lines in open trenches. That work was completed on September 30, 2010.

Assuming that the construction had continued, it would have taken several weeks to frame the structure before a roof could be put on. P G & E should have followed some of their procedures to warn Ms. Lawrence that if the roof was placed on the structure it would have caused an unsafe condition and the gas would need to be shut off. Furthermore, the structure is a garage/workshop and not living quarters. If the roof had been place on the structure the potential unsafe conditions would not be the same as if it was a house.

P G & E owed a duty of care to comply with mandatory regulations and procedures in the termination of gas and electrical service. P G & E failed to comply with those mandates, and as a result, Ms. Lawrence was wrongfully deprived of the right to service and unnecessarily exposed to heightened risks of harm.

III. SCOPPING MEMO ISSUES

1. Were the circumstances and repercussions of the shut off of Complainant's gas service fully litigated in C 10-02-026?

No. The only issue litigated in that proceeding was the placement of gas and electric service lines in 1980, 2005 and in 2010.

I do not believe the Commission can rule on the gas service shut off in the decision on C 10-02-026. There was no testimony or evidence for the shut off of August 24, 2009 to October 1, 2009 or July 7 to July 9 2010.

2. If not, did Defendant act reasonably when it shut off gas service to Complainant when she began construction of her garage but prior to a roof being placed on the structure?

No. P G & E did not follow procedures, act reasonably or give notice that gas was going to be shut off. There was no notice that gas service was going to be shut off. P G & E acted without cause because only after a roof was completed on the structure was there a justifiable reason for P G & E to have concern. After the roof was placed on the structure P G & E should have followed proper procedures by sending Complainant Notification letters and letting Ms. Lawrence decide whether to remove the roof or have her gas shut off. The hazard condition caused by P G & E by leaving exposed gas lines in open trenches on the property from July 7, 2010 until September 30, 2010 far exceeds any potential hazard that a non-living structure (garage) could cause.

3. What is the legal and factual basis for the amount of reparations that the Complainant is seeking from the Defendant?

The daily mealy allowance, because the stove is gas, is based on IRS guidelines for meals. The spoiled food allowance is based on P G & E standard reparation. There is no reparation for not being able to have hot water for shower, washing clothes or dishes. There is no reparation for putting Ms. Lawrence's health in jeopardy. P G & E's willful misconduct and unjust denial of service should be the basis for a substantial fine.

4. Was the Complainant's electrical service terminated for non-payment of her bill and was she given proper notice of the shutoff in conformance with Commission rules and mandated procedures under the applicable tariff?

No. The record shows that Complainant was paying electric bill and that the termination was wrongful and without cause. The reconnection fees and deposit collected by P G & E's violates Tariff Rules.

VI. CONCLUSION

Every instance of PG & E's shut off of services has been without cause, in violation of tariff

rules and wrongful. Ms. Lawrence has been a victim of P G & E's unjust practices. It is only by

the Commission imposing substantial fines that this practice will change.

(DOCUMENT ENDS ON PAGE 14)

There is no document date or
signature of Maria V. Lawrence

There is no Certificate of Service or Service List attached

On March 5, 2012, Assigned Administrative Law Judge

W. Anthony Colbert waived all irregularities

& directed the Docket Office to file this document.

Martin M. Nakahara, Senior Legal Analyst