Decision 06-05-010 May 11, 2006

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Ralph Gomez, Complainant, vs. Pacific Gas and Electric Company, Defendant.	(ECP) Case 06-01-009 (Filed January 10, 2006)

Ralph Gomez, complainant, in pro per.
Lena Lopez, Senior Tariff Analyst, a non-attorney, for Pacific Gas and Electric Company, defendant.

ORDER DISMISSING COMPLAINT

Administrative Law Judge (ALJ) Victor Ryerson heard this matter in Ukiah on February 17, 2006. The hearing concluded, and the matter was submitted, on that date.

Complainant Ralph Gomez built a shop building on a parcel of land owned by his parents in Redwood Valley, a rural community in Mendocino County. In September 2002, he submitted an application to defendant Pacific Gas and Electric Company (PG&E) to extend electrical power to the shop by means of an underground line. The alignment he selected was along the shortest and most direct route between the shop and the nearest permanent PG&E distribution facility, which is located on a road to the west of the shop.

In accordance with PG&E Electric Tariff Rule 16.E.b.4.b, Gomez paid PG&E an initial deposit of $1,500.00. He also agreed to pay the remainder of PG&E's project cost upon completion. He discussed the proposed routing of the line extension with the PG&E representative with whom he spoke at the time he submitted the application, but he did not furnish a survey of his property. As part of the application process, he agreed to obtain any necessary right-of-way approvals from affected landowners.

The PG&E local representative began working with Gomez on the project in December 2002. In early 2003, a new local representative, Wynona Strong, assumed responsibility for the project. She first met with Gomez on the site in the spring of that year. Initially it appeared that the line would affect only one neighboring property, that of Tim Kiely. Kiely attended the first field meeting. At the meeting, Kiely indicated that the contemplated extension would be entirely on his property, and said that he would have no problem granting an easement for the extension, particularly because the line would be underground.

Strong sent the application to be processed through the usual PG&E channels with these assumptions. The design work was first accomplished by PG&E's Engineering Department, which developed detailed specifications for the component facilities, as well as the precise alignment of the extension. In July 2003, the Engineering Department referred the job to PG&E's Land Department for preparation of the Kiely easement document. In the course of mapping the easement, that department discovered that the line would encroach upon a second neighboring property, that of the Tolberts, about three feet. Processing of the application halted, and Strong notified Gomez of this turn of events on August 13.

Gomez immediately sought an easement from the Tolberts in addition to the one he expected to obtain from Kiely. On August 28, Gomez left a message

for Strong to the effect that he had secured permission for an easement from both neighbors, and that PG&E should prepare the necessary documents and send them directly to the Kielys and the Tolberts. PG&E prepared the documents and mailed them on September 12, 2003.

At some point following his August 28 telephone call, Gomez and his neighbors had a disagreement concerning the aesthetics of his shop and the need for certain mitigating measures. They could not resolve their differences, and both neighbors withheld their permission for the easement. On September 24, 2003, Gomez left Strong a telephone message advising her of this situation, and requesting cancellation of the line extension job. At Strong's request, Gomez confirmed his instructions in writing two days later, and indicated that he intended to relocate the line extension to an entirely new alignment running south to the shop from a point along a road on the north edge of his property.

At Gomez's direction, PG&E engineered the relocated line extension, and it was subsequently built. The new alignment was somewhat longer than the first, was tied into a different distribution line, and was configured differently at the point of tie-in. PG&E presented testimony that these differences were substantial, and that it consequently had to re-engineer the entire project from scratch. Although Gomez was somewhat skeptical of PG&E's contention, he has not presented any evidence to refute that this was true.

PG&E retained Gomez's $1,500 deposit following cancellation of the initial project because he intended to relocate the line extension without delay. Accordingly, in December 2003, PG&E billed him for the full amount of its work on the first project, $4,439.31. Upon completion of the second project, PG&E billed an additional $2,095.59 for its work, a figure that incorporates a $1,500 credit for his initial deposit.

Gomez contends that he should not have to pay any of the $4,439.31 cost of the first project, because PG&E is presumed to be aware of the ownership of all properties it serves, and therefore should have known about the potential encroachment on the Tolbert property. PG&E responds that determination of neighboring property interests is always the applicant's responsibility, and that in any event Gomez chose to cancel the first project but could have avoided doing so by agreeing to the Tolberts' mitigation request.

PG&E's contentions are both legally and factually correct. Even if PG&E were considered to have been aware of the ownership of the neighboring properties, it could not be required to know the exact boundaries of every parcel. It is the applicant's responsibility to determine the title to any property on which a proposed line extension may encroach, just as it would be if he were building a fence or a road serving his property. The fact that PG&E maintains property records does not relieve an applicant of that responsibility. It is fair to assess Gomez for PG&E's cost of researching title for the original alignment, and fortunate that PG&E did so, considering the potential consequences of encroachment. Moreover, he apparently could have avoided the need to reroute the extension if he had agreed to the conditions his neighbors requested, but made a comparison of the two options and decided not to do so.

PG&E acted reasonably at all times in response to the information and instructions Gomez furnished. The second alignment was entirely different from the first, and the engineering drawings support PG&E's claim that there was no duplicated effort, because the specifications for each extension were different. Even the area and scale of the engineering drawings are different. Under these circumstances, Gomez is not entitled to the relief he seeks.

Assignment of Proceeding

Rachelle B. Chong is the Assigned Commissioner and Victor Ryerson is the assigned ALJ in this proceeding.

IT IS THEREFORE ORDERED that:

1. This complaint is dismissed.
2. Case 06-01-009 is closed.

This order is effective today.

Dated May 11, 2006, at San Francisco, California.

MICHAEL R. PEEVEY
President
GEOFFREY F. BROWN
DIAN M. GRUENEICH
RACHELLE B. CHONG
Commissioners

Commissioner John A. Bohn, being necessarily absent, did not participate.