

RECEIVED

'90 DEC 11 11:52

RECEIVED

DEC 11 1990

CONSUMER AFFAIRS

December 10, 1990

UW-901534

(F)

Mr. Paul Curl, Secretary  
Washington Utilities and Transportation Commission  
1300 South Evergreen Park Drive S.W.  
Olympia, WA 98504

In accordance with our telephone conversation on December 10, 1990 in which you waived the requirement for 20 copies, I am submitting only two copies of my formal complaint against Evergreen Land and Water, Inc. Also enclosed is an "Individual Acknowledgement" verifying my signature.

Yours truly,

*Robert A. Hart*

Robert A. Hart  
PO Box 178  
Hoodsport  
WA 98548-0178

(206) 877-5202

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

ROBERT A. HART, )  
 )  
 Complainant, ) CAUSE NO.  
 vs. )  
 ) FORMAL COMPLAINT  
 EVERGREEN LAND AND WATER, INC., )  
 )  
 Respondent. )  
 )

PRELIMINARY STATEMENT

1. Respondent, Evergreen Land and Water, Inc. (Evergreen) has refused to terminate the water service of complainant Robert A. Hart. Since complainant has requested such termination in writing, the company is in violation of WAC 480-110-071. Robert A. Hart has filed this complaint seeking that the Commission find that violations occurred and issue an order imposing penalties.

JURISDICTION

2. The Washington Utilities and Transportation Commission (Commission) has jurisdiction over this matter pursuant to RCW 80.04.110, 80.04.120, 80.04.380, 80.04.385, and 80.04.405.

PARTIES

3. Robert A. Hart is a Washington resident doing business as Hoodsport Market in Hoodsport, Wa. where he has been a customer of Evergreen Land and Water, Inc. His address is PO Box 178, Hoodsport, WA 98548.

4. Evergreen Land and Water, Inc. is a water company subject to regulation by this Commission pursuant to RCW Title 80. The president of the corporation is William T. Petty. The address is PO Box 336, Hoodsport, WA 98548.

### SPECIFIC ALLEGATIONS

5. In March 1990 Robert A. Hart removed the sink from his grocery store building which houses his business known as the Hoodspport Market. The sink was the only device using water from Evergreen's system.

6. In mid April 1990 Mr. Hart notified Evergreen, in writing, that he wanted water service to his building terminated. This action was in compliance with Rule 1c of Evergreen's tariff.

7. After receipt of the request, Mr. Petty informed Mr. Hart that he had conferred with members of the Commission staff who had advised him that he was required to continue charging for the unwanted service because of Rule 14 of Evergreen's tariff even though no water from Evergreen's system was being used in the Market.

8. On April 25, 1990 Mr. Hart contacted Mr. J. R. Parks of the Commission staff to discuss the failure of Evergreen to comply with the request for termination of service.

9. On May 8, 1990 Mr. Parks called Mr. Hart and stated that Mr. Petty was adamant and that he planned to continue billing for the unwanted service. The phone call was confirmed in writing by Mr. Parks on May 25, 1990. REF: UT-2846 FILE W192-15287

8. On May 14, 1990 Mr. Hart paid the April charges for water even though none was used.

9. Approximately the first of June 1990 Mr. Hart received a statement from Evergreen charging for May water use at the Hoodspport Market. As had always been the case since Evergreen began operating the system, the Market's bill was consolidated with Mr.

Hart's bill for residential service at his home which is adjacent to, but separate from the Market.

10. On June 5, 1990 Mr. Hart sent a check to Evergreen for the amount due for residential service. The check was enclosed with a letter informing Evergreen that the payment was for residential service and that no payment was included for commercial service at the Market.

11. In July, August, and September the same sequence of events took place.

12. The September statement included notification that water service would be cut off if the combined account was not brought current. Mr. Hart contacted Mr. Petty by phone and was told that it was his residential service that would be cut off.

13. Mr. Hart again contacted Mr. Parks and expressed concern with the loss of residential service.

14. On September 12, 1990 Mr. Parks sent a letter to Evergreen which stated that the Commission staff had concluded "that you cannot disconnect the customer's residential account for amounts past due." REF: UT-32846 FILE: W192-16244

12. On September 17, 1990 Mr. Petty served Mr. Hart with a "Water Cut Out Order" which threatened disconnection of Mr. Hart's residential service if payment for the commercial service was not made within 24 hours. For reasons unknown to Mr. Hart the water was not disconnected.

13. Statements sent by Evergreen in October, November and December were no longer combined. Evergreen has continued to accrue charges against the Hoodspout Market for the non existent service.

RELIEF REQUESTED

14. Robert A. Hart requests pursuant to RCW 80.04.110 that this matter be set for hearing.

15. Robert A. Hart request that the Commission issue an order finding that his factual allegations are true and that Evergreen and it's president violated statutes as described above.

16. Robert A. Hart requests that the Commission subject Evergreen to a penalty of \$1000 for each violation described above pursuant to RCW 80.04.380

17. Robert A. Hart request that the Commission impose a penalty against William T. Petty in the amount of \$100 for each violation described above pursuant to RCW 80.04.405.

18. Robert A. Hart requests that the Commission order Evergreen to terminate commercial water service at the Hoodspport Market, N. 24230 Highway 101, Hoodspport, WA. The effective date of the termination to be May 1, 1990 with the account to be considered current.

VERIFICATION

I, Robert A. Hart, swear under penalties of perjury of the State of Washington that the contents of this complaint are true and correct to the best of my knowledge.

Dated: December 10, 1990



Robert A. Hart

**ACKNOWLEDGEMENT**

(Individual)

STATE OF WASHINGTON,  
County of Mason } ss.

I, Shirley J. Parnis, Notary Public in and for the State of Washington,  
residing at Woodport, do hereby certify that on this 10 day  
of December, 1990, personally appeared before me Robert A. Hart

to me known to be the individual described in and who executed the within instrument and  
acknowledged that he signed the same as his free and voluntary act and  
deed for the uses and purposes herein mentioned.

Given Under My Hand and Official Seal this 10 day of December, 1990.

Shirley J. Parnis  
Notary Public in and for the state of Washington  
My appointment expires: Aug 6, 1992