

Decision No. 14483.

BEFORE THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application of)
SUTTER BUTTE CANAL COMPANY,) Application No. 9478.
a corporation, for an increase in)
rates.)

In the Matter of the Investigation)
into the Rates, Schedules and Condi-)
tions of Service of the) Case No. 2034.
SUTTER BUTTE CANAL COMPANY,)
on the Commission's own motion.)

ORIGINAL

BY THE COMMISSION:

FIRST SUPPLEMENTAL ORDER

Sutter Butte Canal Company, having filed proposed revised rules and regulations for water service to all consumers under its system, in consonance with our Decision No. 14422 rendered herein on the 31st day of December, 1924,

NOW, THEREFORE, IT IS HEREBY ORDERED that said proposed revised rules and regulations, a copy of which is attached hereto, be and the same are hereby accepted for filing as the Rules and Regulations of said Sutter Butte Canal Company.

Dated at San Francisco, California, this 20th day of February, 1925.

H. C. Brundage
C. S. Sawyer
Egerton Shore
George D. Squires
Ernest Wood
Commissioners.

ARTICLE II - WATER RIGHTS

Section 1

RIGHT OF WATER USE

Section 1 - WATER RIGHTS FOR LAND OWNED BY NON-CORPORATE HOLDERS.

Any owner or lessee of land, located within the water right of the Company, irrigation system, and not covered by any contract for water rights, or any other person, who desires to use the water of said land or any part thereof, must file with the Company or its duly authorized agent a written application and agreement thereon as set forth in the printed form provided by the Company for the purpose, and deposit with the Company such guarantee as necessary for the payment of the water bills incurred or which he is responsible to the Company. Upon the acceptance by the Company of said application, such owner or lessee becomes an active member, as to the acreage applied for and described in said application and agreement, for a period of three consecutive years, and shall be himself to pay during said period such rates and charges, to be upon the amount and character of use of the water applied for as are in effect during said period, provided, however, that he may, at his option, cease to be an active member by giving the Company notice as provided in Rule No. 2.

(b) If no water has been applied for by any applicant hereinafter referred to, for use in part of a tract of land owned or occupied by him, the water furnished to him pursuant to said application shall be limited exclusively to use on the part of said tract described in the application and agreement. If water is desired to be used on any other part of said tract, a separate and

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ARTICLE 11. CONTRACTS.

11.1. The Company shall have no liability whatsoever from the date of the execution of any contract, if such contract is not approved by the Board of Directors. The Board of Directors shall, as long as such contract is in force, continue to be an active participant in the management of the Company. If the contract, or any part thereof, is changed, amended or renewed, the Board of Directors shall be notified in writing as soon as practicable after such change, amendment or renewal.

11.2. The Board of Directors shall have the right to terminate any contract at any time and without cause. The Board of Directors shall be notified in writing as soon as practicable after such termination. The Board of Directors shall be obligated to pay to the contractor the amount of any contract which is not terminated by the Board of Directors. The Board of Directors shall be obligated to pay to the contractor the amount of any contract which is not terminated by the Board of Directors. The Board of Directors shall be obligated to pay to the contractor the amount of any contract which is not terminated by the Board of Directors.

11.3. Any contract which is entered into shall contain a clause that from year to year until the Company is otherwise notified in writing shall be in effect from February 1st of the year in which such contract is made to effect. Such new notice shall include a copy of the contract to be renewed. In the absence of such notice, the contract shall be renewed for one year from the date of the expiration of the contract.

11.4. No contract entered into by any contractor holder on or before February 1st of any year shall be deemed to be renewed if he has not the signature of vice in that year or any of his heirs, assigns or assigns by his contract, such notice shall

any other person or entity who is not a party to the contract shall have no right or interest in the work or any part thereof or in the proceeds of the work or any part thereof or in any of the land described hereon or in any other work, unless shown to be a party thereto or a party to the contract on or before the date of the issue of this plan.

Article VIII - Miscellaneous

1. The Company will make reasonable arrangements for the collection of all claims and interests and the judgment of the Board of Directors in its judgment as to the proper distribution of the proceeds of the work shall be final and binding upon all parties to the work.

2. It is the intention of the Company to make all payments to the landowners in accordance with the terms of the contract and to make all payments to the landowners in accordance with the terms of the contract. The landowners shall be responsible for the cost of such claims and interests, including the cost of any litigation and any other expenses which may be incurred in connection with the work.

3. If the reasonable cost of such claim or interest is greater than the amount deposited, the applicant or person who made such deposit shall be responsible for the cost of such claim or interest, including the cost of any litigation and any other expenses which may be incurred in connection with the work. If the reasonable cost is less than the amount deposited, the excess amount deposited shall be returned to the person or persons making the deposit upon the completion of the work and the distribution of the proceeds thereof, which interest at 8% per annum.

4. Persons applying for service from or through such claim or interest, who have not made a deposit toward the cost thereof as herein required, shall pay to the Company their fair share of the reasonable cost of such claim or interest before receiving service, which sum or sums will, unless otherwise provided by contract, be retained by the Company payable to the

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Article 10. ...

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The Company shall be entitled to recover any amount of any such charges which may be incurred by it in the course of its business.

(b) The Company shall be entitled to recover any amount of any such charges which may be incurred by it in the course of its business, and shall be entitled to recover any amount of any such charges which may be incurred by it in the course of its business, and shall be entitled to recover any amount of any such charges which may be incurred by it in the course of its business.

ARTICLE 10. GENERAL PROVISIONS

10.1 The Company shall be entitled to recover any amount of any such charges which may be incurred by it in the course of its business, and shall be entitled to recover any amount of any such charges which may be incurred by it in the course of its business.

10.2 The Company shall be entitled to recover any amount of any such charges which may be incurred by it in the course of its business, and shall be entitled to recover any amount of any such charges which may be incurred by it in the course of its business.

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(b) If an applicant or customer who has established his credit with the Company is a member of the Company, the Company may charge a fee for the use of the Company's facilities for the storage of goods and for the use of the Company's facilities for the storage of goods.

...the Company shall be liable for the amount of any such deposit until such time as the amount of the deposit is fully paid to the Company's order or to the order of the payee of the bill which is the subject of the deposit.

(c) The Company shall not be liable for any such deposit or for any amount of the deposit which is not the subject of the original amount. After the amount of the deposit is fully paid to the Company or to the order of the payee of the bill which is the subject of the deposit, the deposit shall be returned to the payee of the bill which is the subject of the deposit.

(d) If the amount of the deposit is not fully paid to the Company or to the order of the payee of the bill which is the subject of the deposit, the Company shall be liable for the amount of the deposit.

ARTICLE 10 - MISCELLANEOUS

(a) All bills for the amount of any deposit or for the amount of any bill which is the subject of the deposit shall be payable to the order of the payee of the bill which is the subject of the deposit.

(b) In the event there is a dispute between the payee of the bill which is the subject of the deposit and the Company as to the amount of any bill which is the subject of the deposit, the payee of the bill which is the subject of the deposit shall be deemed to have accepted the amount claimed by the Company. The payee of the bill which is the subject of the deposit shall be deemed to have accepted the amount claimed by the Company if the payee of the bill which is the subject of the deposit does not dispute the amount claimed by the Company within fifteen days after demand by the Company that such deposit be made. Should the payee of the bill which is the subject of the deposit dispute the amount claimed by the Company, the payee of the bill which is the subject of the deposit shall be deemed to have accepted the amount claimed by the Company if the payee of the bill which is the subject of the deposit does not dispute the amount claimed by the Company within fifteen days after demand by the Company that such deposit be made. Should the payee of the bill which is the subject of the deposit dispute the amount claimed by the Company, the payee of the bill which is the subject of the deposit shall be deemed to have accepted the amount claimed by the Company if the payee of the bill which is the subject of the deposit does not dispute the amount claimed by the Company within fifteen days after demand by the Company that such deposit be made.

ARTICLE 11 - MISCELLANEOUS

(a) Accounting devices may be installed and the measured meter shall be applied to the system of either the Company or the customer. If the customer fails to be ported under the measured meter, the Company shall be liable for the amount of the deposit.

... of any of the water
... to the river at all times
... necessary applications shall
be subject to the order of the proper authorities and to the
right of holders of water for continuous service. Each
water user shall receive notice of the time of the delivery of
water and the amount of water to be applied to his use.
The user of the water shall not exchange water for
any other water, provided such exchange will not alter
the amount of water to be distributed on the same canal or
ditch, or on the same body of water, and that proper notice be
given to the other water users. An irrigator unable, in
case of a emergency, to use water at the time of delivery, may
exchange water upon completion of the rotation in his vicinity,
provided no loss of water be occasioned thereby. Irrigation
waters shall be applied when the gate water is turned on the land
and shall run continuously until water has had the water his allotment.
It shall be the duty of the user for the best interests of the
community water shall be used continuously both day and night.
No user shall use the water continuously, or turn the
water from his land, service may be discontinued for the then
current delivery and will not again be turned into his ditch or
over his land until the next irrigation period, unless such
restriction is unavoidable.

(2) If any water user shall without authority take
or cause to be taken more than his proper quantity of water, the
excess may be deducted from lower runs to compensate other water
users. Any water user using water out of his turn, without per-
mission of the Company, may be subject to a forfeiture of his
right to use the water at the next regular irrigation.

of the water in the distribution system may be
the result of the operation of the system or the condition
of the distribution system.

(d) The water in the distribution system may be
the result of the operation of the system or the condition
of the distribution system. If during any one season or year, the
total amount of water in the distribution system or during periods of
extreme weather conditions, it will be made at such time or times as
may be necessary to meet the needs of consumers for the
purpose of providing a water supply.

ARTICLE 11 - WATER SUPPLY AND DISTRIBUTION IN DISTRIBUTION.

Water in the distribution system described in the
application for installation of water supply water may be carried
off the system and used for any purpose if payment is made to the
company for the water described in application, plus the
cost of installation.

ARTICLE 12 - SERVICE OF WATER.

(a) The company will endeavor at all times to furnish
sufficient water for distribution, and decline to avoid the waste
of water. Any customer receiving water shall, after having been
notified and as directed, be denied further service until the cause or
causes responsible for such waste have been remedied, or
satisfactory assurance is given that they will be promptly remedied.

(b) The company will not be liable for any damage caused
by the water used to congested lands, roads or highways, through
the negligence or negligence of waste or misuse of water.

ARTICLE 13 - DAMAGE NOT CAUSED BY THE COMPANY.

The company will not be responsible for the distribution
of water through water meters or devices not owned by it; nor will
the company be responsible for water after it leaves its delivery

... and shall not be allowed to be used in the construction and operation of any other canal, ditch, or other work, in which case the Company will hold itself liable for the payment of such distribution with the same as if it were not.

ARTICLE 10 - DISTRIBUTION OF WATER

... in the region of all such canals and before the water shall be turned through any gate, or through canal or lateral, shall be put in such repair and condition kept in such condition, that no water shall be allowed to flow through the same until it is in such repair and condition. Such work shall be done to the satisfaction of the Chief Engineer of the Company.

ARTICLE 11 - CLAIMS FOR DAMAGES TO CANALS, DITCHES, ETC.

The right of the Company to investigate may be made, and the right of the Company to be made of every kind, and the Company may make an affidavit and filed with the Company at the office of the Chief Engineer within five days after the date on which such claim or claims were received, or such claim or claims will be denied.

ARTICLE 12 - RIGHTS OF PROPRIETORS AND WORKERS

(a) All canals, gates, weirs and other structures belonging to the Company shall always be under the management and control of the Company and its employees, and must not be interfered with by any other person. No person shall be permitted to change or in any way interfere with any head-gate, weir, canal or other irrigation work, or interfere with the flow of water therein, except in written permission of the Company.

(b) Water shall be delivered from the main canal or ditch, through delivery boxes or gates provided by the Company. If any part of any canal of the Company is cut and water

which thereby, arbitrary may be suspended in the event of serious damage to the canal. All damage caused thereby, has been re- paired or paid for, including the making of payment for the water which it has flowing into the

RULE NO. 17 - LOCKS ON CANALS.

The lock tender or other agents of the Company shall have free access at all times to lands irrigated from the canal system for the purpose of maintaining the canals and the flow of water thereon, or for any other proper purpose connected with the maintenance of water or the necessary operations of the Company.

RULE NO. 18 - THE POSITION OF LANDS ON WAY OR IN CANALS.

No houses, bridges, ditches, buildings or other ob- structions of any kind shall be placed across or upon, or along any canal, ditch, right of way or property of the Company without first obtaining the written permission of the Chief Engineer, stating the time, conditions and other regulations governing same.

RULE NO. 19 - CROSSING AND DRIVING CANALS.

The owner through whose lands any canal passes shall be liable for any damage to such canal by stock, or the crossing of the same by any person with machinery, wagons or other ve- hicles. The Company may make any repairs necessitated there- by, and the land owner must pay the reasonable cost thereof on demand.

RULE NO. 20 - DAMS ON CANALS.

Landowners shall be liable for all damages caused by their turning a head of water back into the Company's canal without permission of the lock tender.

RULE NO. 22 - REGULATIONS FOR THE DISTRIBUTION OF WATER

The general regulation the number of delivery gates for the distribution of water from the Company's canals shall be determined by the Chief Engineer of the Company.

RULE NO. 23 - CLOSURE OF CANALS FOR REPAIRS.

The Company may shut off the water for the purpose of general or special repairs of canals, ditches, levees, gates, etc., in the fall of the year, and at such other times as urgent necessity may require, but shall endeavor the water in said canals or ditches as soon as it possible, the conditions, circumstances and special cases considered. The maximum possible notice of such closure of canals shall be given.

RULE NO. 24 - LIABILITY IN SUPPLY OF WATER.

The Company shall not be liable for any diminution of water supply caused by insufficiency of water in the Feather River, adverse appropriation, hostile diversion or obstruction, court injunction, demands of the Federal or State Governments, or any other Federal, labor strikes, inability to secure labor, inability to procure necessary materials or supplies, or any injury of its works and facilities, or any part thereof, caused by the elements, acts of God, or otherwise; but the Company shall use due diligence in restoring and protecting the flow of water in its canals or ditches and in the distribution of such water. The Company shall have the right, in order to augment its supply of water, to furnish to its consumers any drainage water available, but shall not be under any obligation to make any use of such water.

RULE NO. 25 - MEASUREMENTS OF IRRIGATED LAND.

If the Company finds it necessary to measure any land for the purpose of determining the acreage on which charges are

The Company shall install in such circumstances all lands within the water right area of its planned area on which water has been delivered and on which during the season, but shall exercise improved water practices and withhold water in excess within said water right area.

ARTICLE 10. REGULATIONS AND CONDITIONS

The Company's relations with its contractors and agents of the Company are hereby established and their employees collectively as follows:

ARTICLE 11. RESOLUTION OF DISPUTES OR RIGHTS, RULES AND REGULATIONS

In the event of disputes between the Company and its contractors, agents or the proper application of its rates, rules and regulations which cannot be amicably settled between the parties, the same may be referred to the Railroad Commission for settlement.