

23505

Decision No. \_\_\_\_\_

BEFORE THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA

TEHACHAPI CATTLE COMPANY, a corporation,  
MEDA E. HOUGHTON, as Administratrix of  
the Estate of R.E. HOUGHTON, deceased,  
and S.M. JASPER,

Complainants,

vs.

KERN ISLAND CANAL COMPANY, a corporation,

Defendant.

ORIGINAL

Case No. 2711.

In the Matter of the Investigation upon the  
Commission's own motion into the operations,  
service, practices, contracts, rules and  
regulations of ANDERSON CANAL, INC., BUENA  
VISTA CANAL, INC., CENTRAL CANAL COMPANY,  
EAST SIDE CANAL COMPANY, FARMERS CANAL COM-  
PANY, GOOSE LAKE CANAL COMPANY, JAMES CANAL,  
INC., JAMES AND DIXON CANAL, INC., JOYCE  
CANAL, INC., KERN ISLAND CANAL COMPANY, KERN  
RIVER CANAL & IRRIGATION COMPANY, THE LERDO  
CANAL COMPANY, PIONEER CANAL, INC., THE  
PLUNKETT CANAL COMPANY, STINE CANAL, INC.,  
KERN COUNTY CANAL AND WATER COMPANY, KERN  
COUNTY LAND COMPANY.

Case No. 2755.

CARR, COMMISSIONER:

SIXTH ORDER PENDING FINAL DECISION

WHEREAS there has been filed with this Commission, pend-  
ing the final hearing and submission of the above entitled pro-  
ceedings, a written agreement or stipulation signed by the President  
and Secretary of the East Side Canal Company, a corporation, and by  
the Secretary and Treasurer of the East Side Water Users Association,

said agreement being as follows:

"STIPULATION FOR THE APPOINTMENT OF A  
WATER ENGINEER TO ACT FOR THE CONSUMERS  
UNDER THE EAST SIDE CANAL COMPANY.

"IT IS HEREBY STIPULATED by and between the East Side Canal Company, a corporation, hereinafter called the Utility, the party of the first part, and the East Side Water Users Association, an unincorporated association of consumers under the said East Side Canal Company, hereinafter called the Association, the party of the second part, as follows:

1. Appointment of Water Engineer. The California Railroad Commission is authorized to appoint a competent civil engineer to act for and represent the Association and the consumers of the Utility. Any such appointee may be removed at any time by the Commission and shall be removed at the written request of the Association. The authority of the Commission to appoint such engineer shall cease upon the termination of this stipulation as hereinafter provided.

2. Duties of Water Engineer. The water engineer shall familiarize himself with the method and manner of operation of the Utility and during the principal irrigation season (March 15th to August 15th or September 1st) shall keep watch on the flow of the river at first point of measurement and on the amount of water diverted into the Kern Island Canal's headgate and into the East Side Canal and into the consumers' laterals from the East Side Canal. He shall have access to the records of all measurements made by the Utility during the term of this stipulation pertaining to the flow of the said river and the amounts of water diverted into the said Kern Island Canal and into the said East Side Canal and into any lateral of the East Side Canal, and may himself make such measurements and keep such records as he may think advisable in order to be able to inform the Association and the consumers as to whether or not, in his opinion, the East Side Canal Company is securing the water at the times and in the amounts to which it may be entitled.

The engineer shall observe the operations of the Utility and shall promptly call its attention to any substantial breach of the Utility's rules and regulations as established by the Commission or any unlawful discrimination in service, and may report the same to the Association, to the consumers, or to the Commission.

The engineer may from time to time suggest changes in the rules and in the method of operation in order to improve the service.

The engineer shall promptly investigate all complaints by the Association or by any consumer and shall promptly call the attention of the Utility to any such complaint and shall attempt to compose the same or to have the causes thereof removed. He may also call such complaints to the attention of the Railroad Commission.

3. Cooperation of Utility. The Utility will permit the engineer to have access at its office to all records made during the term of this stipulation of the flow in the river, in the said Kern Island Canal, in the said East Side Canal, and in its laterals, and will cooperate in the checking of the accuracy of measurements and of measuring devices and will permit the engineer to take measurements at any place on the said river or on the said East Side Canal, or its laterals, or at any place on the Kern Island Canal above the headgate of the East Side Canal.

4. No Interference with Management or Operation. The engineer shall have no control, direction or supervision of the properties, operation or management of the Utility and shall not give any orders to employees of the Utility nor interfere with the Utility's operations. He shall promptly furnish the Utility with copies of all records, reports, data, or statements which he may make or collect and shall keep the Utility fully and promptly advised of any opinions, findings or conclusions which he may reach as to any matter affecting the Utility, but the same shall not be binding on the Utility nor shall the Utility be obligated to follow any suggestion or recommendation which the engineer may make.

5. Compensation and Expenses of Engineer. The compensation of the engineer shall be fixed by the Railroad Commission. Both his expenses and compensation shall be paid by the Railroad Commission out of a special fund to be furnished wholly by the Association. The Utility shall not be obligated to bear any part of the engineer's compensation or expenses nor to collect or handle any moneys in reference thereto.

6. Term of this Stipulation. The term of this stipulation shall commence with the date hereof and shall run until terminated. This stipulation and the said term thereof may be terminated at any time by the Utility or by the Association by written notice filed with the Railroad Commission. Upon the filing of such notice, this stipulation and the employment of said engineer shall terminate on the last day of the calendar month next succeeding the month in which said notice is given. A

notice bearing the name of the Association, by its then acting President and Secretary and bearing on the face thereof the written concurrence of not less than fifty (50) consumers of the Utility, shall be conclusively deemed a valid and effective notice by the Association, and any notice by the Association not bearing such signatures and concurrences shall be deemed ineffective for any purpose.

DATED: February 28th, 1931.

EAST SIDE CANAL COMPANY,  
a corporation,

(Signed) By F.L. MUNZER  
President

(Signed) By EUGEN S. ALLEN  
Secretary.

Utility

EAST SIDE WATER USERS ASSOCIATION,

(Signed) By BERTHA M. RANKIN  
Sec. & Treas.  
Association"

It appears to this Commission that the approval and carrying out of said agreement will work to the advantage both of the consumers and the utility and that the same should be and is herewith approved.

The above stipulation shall be considered as becoming effective as of the first day of March, 1931.

The foregoing order is hereby approved and ordered filed as the order of the Railroad Commission of the State of California.

Dated at San Francisco, California, this 16th day of March, 1931.

Commissioner Harris, having represented one of the parties to this proceeding prior to becoming a member of the Railroad Commission, feels himself disqualified and therefore has not participated in this decision.

C. C. Seaver  
Leon S. Whitely  
W. J. Lewis  
Fred G. Stewart  
Commissioners.