

Decision No. 3392

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BEFORE THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA.

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In the matter of the application of CHINO WATER COMPANY, a corporation, for permission to discontinue delivering water above seven inches when pump is operated to owners of C. C. Johnson Tract. Application No. 2221.

- S. C. Bonner for applicant.
W. V. Whaley and Fred R. Lewis for consumers in the Johnson Tract.
G. C. Seitel for City of Chino.
H. W. Johnston for Pomona Consolidated Water Company.

BY THE COMMISSION:

O P I N I O N.

Applicant applies for authority to discontinue service of additional irrigation water to a group of nine consumers owning the C. C. Johnson Tract of 29 acres, in the northeasterly part of the city of Pomona, Los Angeles County.

Applicant admits an obligation, subject to which it purchased its plant, to deliver to the reservoir of said consumers the first seven miner's inches of water pumped from its well on the said tract, when its pump is operated, but it seeks authority to discontinue occasional service to these consumers of additional water.

Applicant's entire water supply is pumped from a 12 inch well on said tract into a concrete sump 8 feet by 4 feet by 5 feet, from which it is conveyed through a 7 inch pipe line into a cement covered reservoir 6 feet deep and 42 feet in diameter,

located on the tract about 400 feet from its pump house, from which reservoir it is taken by a local organization of owners of the tract. A 16 inch pipe line conveys water about 8 miles into a large cement reservoir belonging to the city of Chino, located on the west side of Central Avenue near Phillips Boulevard in the city of Chino, San Bernardino County, and also to applicant's cement reservoir across Central Avenue from it.

It pumps from 52 miner's inches to 80 miner's inches. It is now under contract made with the Pomona Valley Protective Association, a corporation, not to take from a specified territory in the City of Pomona in which its well is located more than 65 miner's inches of water. This agreement, which is dated March 31, 1915, is the result of a compromise of a dispute as to the ownership of the underground waters of the vicinity. Additional supply can be readily developed in Chino by a new well.

In addition to the obligation to serve the C. C. Johnson Tract with 7 inches of water, applicant says it is under obligation by decree of the Superior Court of San Bernardino County to serve 16.64 miner's inches to owners of 166.4 acres of land to which said water is declared appurtenant by said decree; and is also under obligation to serve 21.5 inches to the city of Chino under contract made December 1, 1909. The further service of water by applicant is confined almost entirely to its stockholders. It has for a number of years served water to John Lyter and E. W. Stanton, neither of whom are stockholders. This service to non-stockholders which applicant had proposed to discontinue, was continued during the irrigation season of 1915, as a result of informal complaints made to the Commission, and adjusted through correspondence.

Applicant's officers and stockholders are ranchers in the vicinity of Chino, located about eight miles from the well and pump, and they have not the facilities to conveniently pump, measure and bill the occasional service of water in excess of the seven inches. It also feels it has not sufficient water to supply the extra demands. Its pump is operated by electric power and it has an arrangement by which the pump may be started and stopped by a man living in Pomona and employed by another company. His services are not available for irregular occasions.

Prior to January 30, 1912, applicant served such additional water to owners of said Johnson Tract, who, under the practice then existing, took water when they needed it in such amounts as they chose and reported by mail to applicant at the end of the season the amount which they had taken with a voluntary statement of their indebtedness, which was usually settled by enclosing a check. They quit using the service of applicant without notice.

Since January 30, 1912, the tract owners have been purchasing additional water above the seven inches furnished ^{by} applicant, from Pomona Consolidated Water Company, which has at all times supplied their needs with reasonable promptness at the rate formerly paid applicant, of 2¢ per inch per hour. Extra water is purchased by owners in the tract about twice each season by each owner. The company has heretofore experienced considerable mechanical difficulty in supplying the water needed in such limited amounts, but has now so arranged that the amounts needed can be served without such difficulty.

The superintendent of that company testified that it probably has sufficient water to supply the extra needs of the consumers in question, and has at all times heretofore been

able to do so and is hereafter willing to do so, provided it has sufficient water at the times it is required, and that such service will not interfere with service to its own regular patrons.

On one occasion, on March 21, 1915, such water was furnished by applicant when one of the Johnson Tract owners telephoned for an immediate run of 20 inches of water for 14½ hours, which was furnished to him and subsequently paid for by him. On May 24, 1915, he furnished applicant a list of owners in the tract, giving dates on which each owner desired water. Applicant refused to furnish additional water as requested.

The position of the consumers on the Johnson Tract is that while the Pomona Consolidated Water Company can probably supply their needs better than applicant can, they do not wish to surrender any right they may have to be supplied by applicant.

Applicant was incorporated October 20, 1905, for the purpose, among other things, of selling and furnishing water and water rights and providing such facilities as may be necessary for the purpose. It did not seek to confine the service of water to its stockholders. In practice it has furnished water to the city of Chino and to Messrs. Stanton and Lyter during several years, as well as to its stockholders.

As the Pomona Consolidated Water Company is in a position to satisfactorily serve the owners in the Johnson Tract with extra water when needed and has heretofore assumed that obligation, as such owners seem to prefer that service, and as the obligation to be always ready for such occasional service would place upon applicant and its consumers an increased burden with no assurance of any benefit or compensation from such readiness to serve, we think the application should be granted.

O R D E R.

CHINO WATER COMPANY having applied to the Railroad Commission for authority to discontinue occasional service of water to owners of the C. C. Johnson Tract in addition to its admitted obligation to deliver to them 7 miner's inches of water during times when its pump is being operated, and a public hearing having been held thereon and it appearing to be for the public interest that the application should be granted,

IT IS HEREBY ORDERED that Chino Water Company be and it is hereby authorized and empowered to discontinue the occasional service of water to owners of the C. C. Johnson Tract in addition to its admitted obligation to deliver 7 miner's inches of water to them during times when its pump is being operated.

Dated at San Francisco, California, this 2nd day of ~~May~~ June, 1916.

Max Thelen
H. H. Howard

Frank R. DeVol
Commissioners.