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Decision No. _____.

ORIGINAL

Decision No. 4012

BEFORE THE RAILROAD COMMISSION OF THE
STATE OF CALIFORNIA.

Henry Riley,

Complainant,

v.

Pacific Gas and Electric
Company, a corporation,

Defendant.

Case No. 1001.

Arthur L. Levinsky for complainant.
Charles P. Cutten for defendant.

BY THE COMMISSION.

O P I N I O N

This is a complaint by HENRY RILEY, of
Canal Farm, San Joaquin County, against the Pacific
Gas and Electric Company, alleging in effect that
upon several occasions the complainant has made ap-
plication to the defendant to extend its line and

provide the necessary facilities to serve the complainant with electric power for reclamation pumping service and for lighting complainant's house, barn and bunk house, and that upon each occasion the defendant has refused to comply with such application unless the complainant would agree to bear the cost of the proposed extension, and that it is the duty of the defendant to furnish the necessary facilities for such service at defendant's expense.

In its answer to this complaint the defendant admits that application was made and refused as alleged, but denies that under the particular facts of this case it is defendant's duty to furnish the necessary lines and facilities at its own expense. Defendant accordingly asks that the complaint be dismissed.

A public hearing in this case was held at Stockton on December 13, 1916, and from the evidence submitted it appears that the facts are as follows:

The complainant, Mr. Henry Riley, owns and operates a ranch consisting of about 3,400 acres of land known as the Canal Farm, which is located in San Joaquin County, being portions of Township Four (4), North, Range Five (5) East, and Township Four (4) North, Range Four (4) East of M. D. E. M. Practically all of this ranch is under cultivation.

It is necessary for the complainant during the winter season, by the use of reclamation pumps, to remove the flood water from all of this land and

about 1,500 acres adjacent thereto, which, being higher, naturally drains on to the Canal Farm. It is also necessary during the summer season to remove in the same manner such water as is applied to this land for irrigation purposes. For the past four years the complainant has been operating for this purpose two fifteen inch centrifugal pumps driven by a steam engine. He now desires to install a twenty-six inch centrifugal pump to be driven by a 150 horsepower electric motor, retaining the steam driven pumps for standby purposes and to take care of any flood conditions which might be in excess of the capacity of such electrical installation. He estimates that the operation of the twenty-six inch pump would be required continuously for approximately ninety days during the winter and for a portion of alternate days during from four to five months in the summer.

Defendant's 11,000 volt lines are at present within 6,600 feet of the point where the service is required. To furnish this service it will be necessary to extend this 11,000 volt line across private property for approximately that distance. About 3,277 feet of this extension will be on property jointly owned by the complainant and others and the balance will be on the Canal Farm. Defendant estimates that the cost of constructing this line will be about \$2,406. The complainant is willing to receive electric energy at the line voltage and to sign a contract to secure this service

for a period of ten years. He is also ready to furnish defendant with a satisfactory right-of-way for the necessary line on the Canal Farm and to take steps to obtain such right-of-way on the other private property which it will be necessary to cross.

It was stipulated that the parties herein, after consultation, would endeavor to determine the amount of such guarantee which would be mutually agreeable and would file a statement in regard to this agreement with this Commission. Such statement was filed by Mr. Arthur L. Levinsky, attorney for complainant, on December 14, 1916, showing that the complainant is willing to guarantee an annual minimum of \$1,800, which the Commission has been advised is also agreeable to the defendant. This is equivalent to \$12. per horsepower per year, and in accordance with defendant's schedule of electric rates No. 116 - "Reclamation Power Service" - entitles the consumer to a rate of one cent per KWH for all energy consumed.

Without in any way approving ten years as the proper term of such a contract, we will authorize it in this case since this is in accordance with the expressed desires of the complainant herein. This voluntary agreement between the parties, however, must not be regarded as a precedent for future cases before this Commission.

After careful consideration of the evidence

submitted herein, this Commission finds that the complainant is entitled to receive service and that defendant should construct, at its own expense, the necessary line under the conditions specified in the following order.

ORDER

A public hearing having been held in the above entitled proceeding and the case having been submitted and being now ready for decision, and the Commission finding as a fact that the Pacific Gas and Electric Company should extend its lines to serve applicant under the conditions as outlined in this Order,

IT IS HEREBY ORDERED that the Pacific Gas and Electric Company, within twenty days after receipt of notification from Henry Riley that the necessary rights-of-way have been obtained, shall construct and extend its electric lines and furnish complainant with electric energy for lighting and power purposes as requested, provided that Henry Riley shall agree to pay

to the Pacific Gas and Electric Company a minimum annual revenue of \$1,800. for a period of ten years, or until such less time as the rates or regulations covering this matter are changed by this Commission.

Dated at San Francisco, California, this 15th
day of January, 1917.

Max Thelen

Edwin C. Egan

Francis R. DeLoach

Commissioners.