

ORIGINAL

Decision No. 42673

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA.

In the matter of the application of
 PACIFIC GAS AND ELECTRIC COMPANY, a
 corporation, for an order of the
 Public Utilities Commission of the
 State of California granting and
 conferring upon applicant all neces-
 sary permission and authority to
 carry out the terms and conditions
 of a written contract with AUBURN
 FRUIT EXCHANGE, dated September 26,
 1949.

(Water)

Application No. 30689

OPINION AND ORDER

In this application, Pacific Gas and Electric Company asks authority to carry out the terms and conditions of an agreement, dated September 26, 1949, with Auburn Fruit Exchange. Said agreement relates to the supply of water for normal water requirements and for fire protection, through a single four-inch service connection, and establishes the charges for such service. A copy of the agreement is attached to the application and marked Exhibit "A". Because of the combination of normal water supply and fire protection service through a single connection, Pacific is to install, at its own expense, a special meter designed to measure all water used and to permit unrestricted flow when and if the full capacity of the service connection shall be required.

Pacific is to be responsible to make available only such water at such pressure as may be available as a result of Pacific's normal operation of its water distribution system, and

will not be required to reserve capacity in its water main or its supply and distribution system for the purpose of assuring customer of any quantity of water at any special pressure in so far as fire protection service is concerned.

The agreement provides that Pacific shall charge each month in accordance with its regularly filed general service schedule, applicable in the city of Auburn, for such quantity of water used through said service connection; and, in addition thereto, a fixed monthly sum of \$9.25. Pacific has no regular tariff applicable in Auburn to combined delivery of normal water requirements and fire protection service through a single connection.

The term of the agreement is for three (3) years from and after the effective date thereof and is to continue thereafter until terminated by either party upon thirty (30) days' written notice. It becomes effective when authorized by this Commission. The agreement contains a provision that it shall at all times be subject to such changes or modifications as this Commission may from time to time direct in the exercise of its jurisdiction.

The Commission having considered the request of applicant and being of the opinion that the application should be granted, that public hearing is not necessary, and good cause appearing, therefore,

IT IS HEREBY ORDERED that Pacific Gas and Electric Company be and it is authorized to carry out the terms and conditions of the written agreement, dated September 26, 1949,

with Auburn Fruit Exchange and to render the service described therein under the terms, charges, and conditions stated therein, subject to the following conditions:

1. Pacific Gas and Electric Company shall file with the Commission within thirty (30) days after the effective date of this order two certified copies of the contract as executed, together with a statement of the date on which the contract is deemed to have become effective.
2. Pacific Gas and Electric Company shall notify this Commission of the date of termination of said contract within thirty (30) days from and after said date of termination.

The effective date of this order shall be twenty (20) days after the date hereof.

Dated at San Francisco, California, this 4th day of January, 1950.

R. E. Johnson
Justice J. Calves
James H. Luce
Harold Hill
Wesley Potts