

Decision No. 43888

ORIGINAL

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 FARMER'S
 MERCANTILE COMPANY, dated January 30,
 1950.

(Water)

Application No. 30995

OPINION AND ORDER

In this application, Pacific Gas and Electric Company^{1/}, a corporation, asks authority to carry out the terms and conditions of an agreement, dated January 30, 1950, with Farmer's Mercantile Company^{2/} in Salinas, Monterey County. Said agreement relates to Pacific's supply of water for the customer's normal water requirements and for fire protection through a single 6-inch service connection, and establishes the charges for such service. A copy of the agreement is attached to the application, marked Exhibit "A," and by reference made a part hereof for all purposes. 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.

^{1/} Hereinafter referred to as "Pacific."

^{2/} Hereinafter referred to as "customer."

Pacific is to supply 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 is concerned.

The agreement provides that Pacific shall charge each month in accordance with its regularly filed general service schedule applicable to its Salinas Water System, for all water used through said service connection; and, in addition thereto, a fixed monthly sum of \$15. Pacific has no regular tariff applicable in Salinas to combined delivery of normal water requirements and fire protection 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 January 30, 1950, with Farmer's Mercantile Company 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 agreement

as executed, together with a statement of the date on which the agreement 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 7th day of March, 1950.

R. Z. Anderson
Justice Z. Anderson
Justice Z. Anderson

Harold P. Eals
Commissioners.

Commissioner Harold P. Eals being necessarily absent, did not participate in the disposition of this proceeding.