

ORIGINAL

Decision No. 44140

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the matter of the Application
of the Southern California Water
Company for an order of the Public
Utilities Commission granting
applicant authority to carry out
the terms and conditions of a
written contract with the City of
Sacramento, a municipal corporation,
dated February 10, 1950.

Application No. 31322

OPINION AND ORDER

Southern California Water Company, a corporation, operates several public utility water systems in Southern California and also the Oak Park System near the City of Sacramento. In this proceeding said water company asks for authority to carry out the terms and conditions of a written contract with the City of Sacramento, a municipal corporation, providing for the furnishing of water to supply the subdivisions known as Fruitridge Oaks Tract No. One and Young's Tract, located within the City of Sacramento. The water company now provides service in Colonial Heights-Fruitridge area, lying easterly of Stockton Boulevard. A portion of said Colonial Heights-Fruitridge area lying westerly of the said Stockton Boulevard and adjoining territory served by said water company recently has been annexed to the City of Sacramento, which desires to install therein a water system to supply domestic and fire protection service within the subdivision commonly known as Fruitridge Oaks Tract No. One, a portion of Fruitridge Oaks, and Young's Subdivision. This area, however, is isolated from the municipal water distribution system and it is therefore impracticable at this time for the City to extend its own facilities to this area.

For this reason agreement has been entered into by and between the City of Sacramento and Southern California Water Company, under date of February 10, 1950, which provides among other things that the City of Sacramento will install a distribution system in the above tract and subdivision and that the water supply will be furnished to the City by said water company upon a wholesale delivery basis. Under the terms of this agreement, water will be delivered by the company to a connection installed at the expense of the City of Sacramento. Payment by said City for water supplied will be upon the monthly basis of \$0.80 for each home of four or five rooms served and \$1 for each house of six or seven rooms, located within the area covered by the agreement. For other classes a wholesale monthly flat rate will be paid, based upon a similar proportion of the rate charged by the City but not less than 70%, nor more than 75% of any consumer's rate amounting to \$1.50 per month, or over. In the event meters are installed on any services covered by the agreement, either domestic or fire protection, the City will pay the water company 75% of the water bills as rendered to such consumers by the City. This agreement will continue in force for a period of one year from the date of execution and thereafter from year to year, either party having the privilege of termination by giving thirty days' written notice prior to the end of any succeeding year.

The agreement furthermore provides that all rates covered therein are subject at all times to the jurisdiction of the Public Utilities Commission of the State of California and to the applicable directions, orders, rules and regulations of said Commission.

It appears, therefore, that applicant should be authorized to enter into the contract as requested.

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 Southern California Water Company, a corporation, be and it is authorized to carry out the terms and conditions of the written agreement, dated February 10, 1950, with the City of Sacramento, a municipal corporation, and to render the service described therein under the terms, charges, and conditions stated therein, subject to the following conditions:

1. Southern California Water 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 water service commenced under the said agreement.
2. Southern California Water Company shall notify this Commission of the date of termination of said contract within thirty (30) days 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 9th day of May, 1950.

A. Z. [Signature]
Justice F. Calver
[Signature]
Harold H. [Signature]
[Signature]
 Commissioners.