

Decision No. 44856**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
 W. O. HEEDER, dated September 5,
 1950, (Exhibit No. 1 hereof).
 (Water)

Application No. 31751

O P I N I O N

In this application, Pacific Gas and Electric Company asks for authority to carry out the terms and conditions of an agreement, dated September 5, 1950, with W. O. Heeder (hereinafter called customer) which provides that Pacific will sell water to customer as an accommodation for resale to residents of Sugar Pine, Tuolumne County. A copy of the agreement is attached to the application and marked Exhibit No. 1.

It is reported that Pacific had heretofore provided an emergency supply to customer, by letter agreement of March 24, 1948, as practically all of the water wells located in Sugar Pine had become dry, thereby leaving the area almost entirely out of water. The customer obtained permission from a mining concern for the temporary use of the latter's pumps and pipe-line facilities, and distributed the emergency supply to the residents of Sugar Pine. It appears that customer has now installed his own pump and has acquired the above-mentioned pipe lines and water distribution facilities, and that he is desirous of obtaining water from Pacific under the terms and

conditions set forth in aforesaid contract. Pacific will release water from its main Tuolumne canal at a point where the intake of customer's pump draws water from the canal in such quantity of water as customer may require for resale to his water customers up to but not exceeding one statutory miner's inch of water per day. Pacific's water is untreated and not offered for human consumption as it is used for the generation of electric energy, but the customer has agreed to treat and make the water potable and to assume all risks and liabilities arising from the use of such water.

The furnishing of water under this agreement is intended merely as an accommodation emergency supply and is not to be deemed a dedication of such water to the customer or to the public or for any other purposes. For all water released, Pacific will receive payment at the rate of 50 cents per miner's inch day (one miner's inch being defined as 1/40 of a cubic foot per second). The term of the contract is for a period of one year and thereafter until terminated by thirty (30) days' written notice given by either party thereto.

In accordance with the terms of the contract, the customer will install storage tanks of sufficient capacity to supply, for a period of thirty (30) days, such of his customers as may become dependent upon the water obtained from Pacific. It appears that, initially, a 3,000-gallon tank and a 30,000-gallon tank, located at points as shown on Exhibit "A" attached to the application, will satisfy this condition. Delivery of water is conditioned upon the installation and use of such storage tanks. The contract contains a provision that it shall at all times be subject to such changes or modifications as this Commission may direct in the exercise of its jurisdiction.

O R D E R

The Commission having considered the request of applicant and being of the opinion that the application should be granted and that a public hearing is not necessary; 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 contract, dated September 5, 1950, with W. O. Heeder and to render the service described therein under the terms, charges, and conditions stated therein, subject to the following conditions:

1. Applicant 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 day on which the contract is deemed to have become effective.
2. Applicant 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 3rd day of October, 1950.

R. E. Anderson
Justus J. Craven
Walter H. Powell
Harold H. Kula
Frederick H. Potter
 Commissioners.