

Decision No. 45147**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 con-  
 ferring upon applicant all necessary  
 permission and authority to carry out  
 the terms and conditions of a written  
 contract with JACK BACIGALUPI, dated  
 October 16, 1950 (Exhibit No. 1 here-  
 of)

(Water)

Application No. 31901

O P I N I O N

In this application, filed November 14, 1950, Pacific Gas and Electric Company asks for authority to carry out the terms of an agreement, dated October 16, 1950, with Jack Bacigalupi (hereinafter called customer) which provides that Pacific will sell water to customer for use in the operation of customer's gravel pit and crushed-rock plant located approximately 1 mile east of the City of Jackson, Amador County.

Approximately 3½ miles northeast of customer's plant, Pacific has its Amador Canal which it uses to convey water for the operation of its hydroelectric generating plants. In the usual and ordinary operation of the electric generating system, Pacific may have water in said canal in excess of that then currently required for generating electric energy and meeting its other public utility requirements and contractual obligations. Under such conditions, it is willing to sell water to customer as an accommodation, specifically excluding such water, or any portion thereof, from dedication to any public use. Deliveries of water, up to a maximum of 20 miner's inches of water per day, may be accomplished by diversion

from the canal into the natural channel of the North Fork of the Middle Fork of Jackson Creek from whence the water may flow through natural channels to customer's plant.

The water offered by Pacific is untreated, non-potable, carried in open ditches, conduits, and flumes and is not intended for human consumption. Under the terms of the agreement, customer assumes all risk and liability in connection therewith and in addition assumes all risk as to losses due to seepage, misappropriation by third parties, or other causes. Customer has agreed to pay, for all water delivered, at the rate of 50 cents per miner's inch day. The contract is for a one year or longer period until terminated by 30 days' written notice by either party.

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 October 16, 1950, with Jack Bacigalupi 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 this 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 19<sup>th</sup> day of December, 1950.

*R. E. Montgomery*  
*Justin Z. Caswell*  
*Walter Russell*  
*Harold A. Hule*  
*Kenneth Potter*  
Commissioners.