

Decision No. 47583

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 BASIC VEGETABLE
PRODUCTS, INC., dated June 2, 1952
(Exhibit No. 1 hereof).
(Water - Fire Protection Service)

Application No. 33592

OPINION AND ORDER

In this application, filed July 22, 1952, Pacific Gas and Electric Company requests authorization to carry out the terms and conditions of an agreement with Basic Vegetable Products, Inc., dated June 2, 1952, providing for the supply of water for fire protection purposes at Basic's plant located on Stevenson Street, in the City of Vacaville, Solano County. To provide this service it will be necessary for Pacific to extend its 12-inch water main a distance of 956 feet and to extend therefrom a 10-inch service connection, as shown on a map, marked Exhibit A, made part of the said agreement, a copy of which is attached to the application herein and marked Exhibit No. 1.

The agreement provides for the payment of \$9,737 by Basic to Pacific to cover the cost of extending the 12-inch water main, which sum is subject to refund, without interest, in the amount of \$300 for each water customer served by Pacific by means of a connection to the said extension during the 10-year period following its installation, with certain other modifications specifically set forth in the contract. It is further provided

that Basic will pay Pacific for the 10-inch fire protection service at the rate of \$25 per month, all in accordance with the terms and conditions, except as to said rate of Pacific's filed Schedule No. FP, and of that printed form of contract which is made a part of said schedule, copies of which are attached to the said contract of June 2, 1952, as Exhibits B and C, respectively.

The term of the agreement is for a period of three years and thereafter until terminated by 30-day written notice of either party to the other, except that the obligation to make refunds to Basic shall continue until said refunds are fully paid, but not beyond the 10-year period following completion of the installation of the 12-inch main. The contract also provides for certain changes in Pacific's existing water distribution system which renders industrial and other fire protection service to Basic.

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

IT IS HEREBY ORDERED as follows:

1. That Pacific Gas and Electric Company be and it is hereby authorized to carry out the terms and conditions of a written agreement dated June 2, 1952, with Basic Vegetable Products, Inc., which is attached to the application as Exhibit No. 1 and made a part hereof by reference.
2. Pacific Gas and Electric Company shall file with this Commission within sixty (60) days two (2) certified copies of the agreement as consummated.

- 3. Pacific Gas and Electric Company shall notify this Commission of the date of termination of said agreement within thirty (30) days thereof.

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

Dated at San Francisco, California, this 19th day of August, 1952.

[Signature]
 President.
James J. Cramer
Harold Kula
[Signature]

Commissioners.

Commissioner Kenneth Potter, being necessarily absent, did not participate in the disposition of this proceeding.