

Decision No. 47861

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
agreement with KNIGHT COMPANY, dated
September 10, 1952.

(Water)

Application No. 33751

O P I N I O N

Pacific Gas and Electric Company, a corporation, asks the Commission for authority to carry out the terms of an agreement with the Knight Company, dated September 10, 1952, relating to the delivery of untreated water by Pacific for use in the operation of certain equipment in the foundry of the Knight Company located in the town of Sutter Creek, Amador County, which water thereafter is to be returned to the utility's water system.

The agreement, a copy of which is attached to the application and designated as Exhibit A, provides for the delivery of water from two points on Pacific's 8-inch main on Eureka Street, as shown on the sketch attached to said Exhibit A. Also shown on this sketch are the three points where the water is to be returned to Pacific's 12-inch main. Deliveries of water are to be continuous and not to exceed a rate of flow aggregating 70 miner's inches at the delivery points. A miner's inch is defined in this agreement as a continuous flow which shall deliver in one minute 1.5 cubic feet of water. Water delivered is to remain at all times the sole property of the utility. The charge for this service is to be

\$60.00 per month. The agreement further provides that the flow is not to be used by the customer for the generation of electricity nor is the water to be used in any manner which will conflict with the filed rules of Pacific's Jackson Water System.

The agreement is to become effective with the date of execution, subject to authorization of the Commission, for a period of one year and thereafter from year to year, provided, however, that either party may terminate the agreement at the expiration of either the initial year or any subsequent contractual year upon giving to the other party 90 days' written notice prior to the expiration of any such year.

For many years Pacific has been supplying Knight's foundry with untreated water through an oral understanding. The Commission, in Decision No. 46990 (Application No. 32722), dated April 14, 1952, stated that this service should be provided for by contract, subject to Commission approval.

O R D E R

The Commission having considered the request of the 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 the Pacific Gas and Electric Company be and it is hereby authorized to carry out the terms and conditions of the written agreement dated September 10, 1952 with Knight Company, 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 date 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 28th day of October, 1952.

R. F. Johnson
President

Justin J. Cassin

Harold A. Hills

Lawrence P. Patten

Peter E. Mitchell
Commissioners.