

ORIGINAL

Decision No. 47951

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application)
of CALIFORNIA WATER SERVICE COMPANY,)
a corporation, for an order approv-)
ing and authorizing an agreement)
between Applicant and Allied)
Chemical & Dye Corporation for)
untreated water service.)

Application No. 33852

O P I N I O N

In this application California Water Service Company, a corporation, engaged in the business of furnishing water service in many localities throughout California, including a portion of Contra Costa County, asks the Commission to approve and authorize an agreement, dated October 22, 1952, between it and Allied Chemical & Dye Corporation providing for untreated water service.

Applicant has executed an agreement with Allied Chemical & Dye Corporation for the sale and delivery of raw untreated water for use in an expanded plant operation of the chemical company's installation at Nichols, Contra Costa County. A copy of the agreement is attached to the application as Exhibit 1. The rates applicable to all water to be delivered thereunder are set forth on Sheet No. 11-W, "Schedule of Charges Applicable to Untreated Water Purchased Under Special Contract Conditions," on file in applicant's tariff schedules for its Contra Costa District.

At present applicant is supplying untreated water to Allied Chemical & Dye Corporation, Pacific Gas and Electric Company, Tide Water Associated Oil Company and other industrial consumers under special contracts, as authorized by this Commission. A special contract is required for the additional water service to the chemical

company because of the special conditions and limitations under which the service is proposed to be furnished.

The agreement provides that raw untreated water is to be delivered from applicant's Mallard Pipeline at a certain 12-inch flanged connection of which the location is shown on a drawing attached to the agreement. Applicant is to install, inspect and keep in repair such meters and other instruments, as may be required for the measurement of the water delivered. Storage is to be provided in a tank of at least 50,000-gallon capacity to be installed at the expense of the chemical company.

The water to be delivered is to be only at the pressure existing in the Mallard Pipeline at the time of delivery, and at a rate not in excess of 500 gallons per minute. No specific quantities of water are guaranteed for the reason that the Mallard Pipeline must periodically be taken out of service and the prior claims of applicant's present special contract consumers must be satisfied before water is available for delivery to the chemical company for its expanded operations.

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, that a public hearing in this matter is not necessary; therefore,

IT IS HEREBY ORDERED that California Water Service Company be and it is hereby authorized to carry out the conditions and terms of the written agreement dated October 22, 1952 with Allied Chemical & Dye Corporation, 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 from the date of this order, two certified copies of the agreement, together with a statement of the date on which the contract is deemed to have become effective.
2. Applicant shall notify the Commission of the date of termination of said agreement 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 25th day of November, 1952.

A. Z. Anderson
President.

James F. Calverley

Harold Kula

Samuel B. Lott

John L. Mitchell
Commissioners.