

ORIGINALDecision No. 48761

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the matter of the application of)
 PACIFIC GAS AND ELECTRIC COMPANY for)
 an order of the Public Utilities)
 Commission of the State of California,)
 granting and conferring upon applicant) Application No. 34410
 all necessary permission and authority)
 to carry out the terms and conditions)
 of a written contract with VIRGIL)
 GUNTER, dated May 12, 1953.)
 (Water))

OPINION AND ORDER

Pacific Gas and Electric Company, a corporation, by the above-entitled application filed June 1, 1953, requests authority to carry out the terms of an agreement, dated May 12, 1953, with Virgil Gunter. This agreement pertains to the sale of untreated water by Pacific Gas and Electric Company, at such times as it may be available and as an accommodation service, to Virgil Gunter for resale by the latter to consumers within a real estate subdivision, known as Meadowbrook Park, located in portions of Sections 16 and 21, T. 2 N., R. 16 E., M.D.B. & M., near the town of Confidence, County of Tuolumne.

This agreement provides, among other things, that if and when Pacific Gas and Electric Company decides that there is water in excess of that required for its public utility purposes in its Eureka Ditch (which extends from Section 4 Canal in Tuolumne County), water will be sold and delivered, solely as an accommodation, to Virgil Gunter under certain conditions. At no time is the rate of flow of water sold and delivered to exceed an absolute maximum of 5 miner's inches of water for the purposes of resale through Gunter's water distribution system within the boundaries of said Meadowbrook

Park subdivision.. For such water service Gunter agrees to pay an annual service charge of \$50 and, in addition, 50 cents per miner's inch day for all water so delivered. A miner's inch for the purpose of the agreement is defined as a continuous flow of water at the point of delivery of 1.5 cubic feet of water per minute. The estimated annual revenue is about \$75. The point of delivery is to be made from the Eureka Ditch at approximately Station 131,95, as shown on the map attached to application.

All water which is to be delivered is untreated water and is not deemed to be potable or intended for human consumption. . Virgil Gunter is to be responsible for the storage, distribution and making potable of the untreated water delivered to him.

The agreement is for an initial period of one year from the date of first delivery of water hereunder and thereafter until terminated upon thirty days' written notice by either party.

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, a corporation, be and it is authorized to carry out the terms of the agreement, dated May 12, 1953, with Virgil Gunter as set forth in Exhibit A attached to the application, which exhibit is made part of this order by reference.

IT IS HEREBY FURTHER ORDERED that Pacific Gas and Electric Company shall:

1. File with this Commission, within thirty days after the effective date of this order, two certified copies of the agreement as executed, together with a statement of the date on which the agreement is deemed to have become effective.

2. Notify this Commission of the date of termination of said agreement within thirty days after said date of termination.

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

Dated at SAN FRANCISCO, California, this 30th day of JUNE, 1953.

R. F. [Signature]
President

Harold K. [Signature]

Marionette Pottel
John L. [Signature]

Commissioners