

Decision No. 51223**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)
 conferring upon applicant all neces-)
 sary permission and authority to)
 carry out the terms and conditions)
 of a written agreement with)
 CARDINAL GROCERY STORES, INC.,)
 dated March 2, 1955.)
 (Water))

Application No. 36816

OPINION AND ORDER

Pacific Gas and Electric Company^{1/}, a corporation, by the above-entitled application filed March 23, 1955, seeks authority of the Commission to carry out the terms and conditions of an agreement, dated March 2, 1955, with Cardinal Grocery Stores, Inc.^{2/}, relating to the delivery and sale by Pacific of untreated water from its Boardman Canal to Cardinal for use in connection with the operation of Cardinal's heat pump system installed in its market in the City of Auburn, Placer County.

Under the terms of the agreement which is attached to the application as Exhibit No. 1, Pacific agrees to furnish Cardinal a continuous flow of untreated water, at such pressures as may be available at the delivery point, at a rate of flow not to exceed 26.7 miner's inches^{3/}. Such water, which is agreed to remain at all times the property of Pacific, is to be utilized only in the operation of Cardinal's heat pump system and then is to be returned to Pacific's Boardman Canal.

For the use of the untreated water delivered by and returned to Pacific, Cardinal agrees to pay a service charge of \$25

^{1/} Sometimes referred to as Pacific.

^{2/} Sometimes referred to as Cardinal.

^{3/} For the purpose of the agreement a miner's inch is defined as a rate of flow of 1.5 cubic feet of water per minute.

per month. In addition, Cardinal agrees to pay for any water delivered by, but not returned to, Pacific at commodity rates set forth in the agreement ^{4/}, which rates do not provide for a minimum charge but otherwise are identical to the Quantity Rates included in Pacific's Schedule No. 11, General Metered Service - Untreated Water ^{5/}, on file for its Placer Water System.

The term of the agreement is to be three years from and after January 26, 1955 and thereafter from year to year, provided, however, that either party shall have the right to terminate the agreement at the expiration of either the initial term or any subsequent contractual year by giving the other party 90 days written notice prior to the expiration of any such year. The agreement contains a provision that it shall, at all times, be subject to change or modification by this Commission in the exercise of its jurisdiction.

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 and conditions of the agreement with Cardinal Grocery Stores, Inc., dated March 2, 1955, as set forth in Exhibit No. 1 attached to the application but as corrected as shown in footnote 4, which exhibit is made a part of this order by reference.

IT IS HEREBY FURTHER ORDERED that applicant 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 the statement of the date on which the agreement is deemed to have become effective.

^{4/} As shown in the copy of the agreement, the rate of \$0.25 per 100 cubic feet for quantities over 100,000 cubic feet is obviously in error as the corresponding rate in Pacific's filed tariff schedules is \$0.025 per 100 cubic feet.

^{5/} A copy of the subject rate schedule is attached to said agreement and shows correctly the filed rate.

2. Notify this Commission of the date of termination of said agreement within thirty days from and 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 10th day of May, 1955.

[Signature]
 President

[Signature]

[Signature]

[Signature]

Commissioners