

**ORIGINAL**Decision No. 55110

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application of )	
CALIFORNIA WATER & TELEPHONE COMPANY )	
for authority to enter into a )	Application No. 39023
contract. )	

OPINION AND ORDER

California Water & Telephone Company, a corporation, by the above-entitled application filed April 26, 1957, asks for authority to enter into an agreement with the City of Coronado, a municipal corporation, providing for the sale of water on an interruptible basis for the operation and maintenance of a golf course by the City of Coronado. The rates proposed to be charged for water to be furnished under the proposed agreement are lower than those now on file by this utility. A copy of the proposed agreement is attached to the application as Exhibit "A".

The water service to be furnished under this contract is to be completely interruptible when, in the utility's sole judgment, the continuance of the service would jeopardize the service which the utility renders to other customers in the Coronado area. All water supplied under the agreement is to be used for golf course irrigation only, and any water service furnished for other purposes in connection with the golf course will be purchased from the utility at separate connections and at regular rates then on file with the Commission.

By the terms of the agreement, the City of Coronado will pay California Water & Telephone Company for all water delivered during the first year of the contract at the rate of 20 cents per

100 cubic feet and for the balance of the term of the contract at the rate of 25 cents per 100 cubic feet.

The application states that the City of Coronado may, in the future, use reclaimed sewage effluent as a source of supply for irrigation water for the proposed golf course. In view of the temporary nature of the service, the City of Coronado agrees to pay all costs of installation of the service connection, meter and control devices and appurtenances, all of which are to become the property of the utility when installed, but are not to be removed by the utility unless the City orders discontinuance of service through this installation for a period of more than six months.

The term of the agreement is to be five years from a date not indicated in the agreement in the space provided therefor, such date to be subsequent to the granting of authority by the Commission for the execution of the agreement.

The agreement contains a provision that it shall at all times be subject to such changes or modifications by this Commission as it may, from time to time, direct in the exercise of its jurisdiction.

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 California Water & Telephone Company, a corporation, be authorized to execute and carry out the terms and conditions of the proposed agreement with the City of Coronado, a municipal corporation, as set forth in Exhibit "A" attached to the application.

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 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 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 11<sup>th</sup>  
 day of June, 1957.

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 President

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 Commissioners