

ORIGINALDecision No. 64391

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

C. B. ROBERTSON,

Complainant,

vs.

DYKE WATER COMPANY,
a corporation,

Defendant.

Case No. 7332
(Filed May 9, 1962)
(Amended August 27, 1962)OPINION AND ORDER

Complainant is the assignee of a 32½ percent interest in an agreement between Waverly Homes #3 Inc., Waverly Homes #4, Inc., Waverly Homes #5, Inc., Sunny Homes, Inc., and Dyke Water Company entered into on May 9, 1955, which agreement by its terms provides, among other things, for the refunding of advance payments made for construction of water mains in Tract 2309, Orange County, on the basis of 35 percent of the gross revenues collected by Dyke from the water consumers in said tract.

Complainant is also the assignee of a 32½ percent interest in an agreement between Chapman Terrace, Inc., and Dyke Water Company entered into on February 28, 1955, which agreement, among other things, provides for the refunding of advance payments made for construction of water mains in Tract 2455, Orange County, on the basis of 35 percent of the gross revenues collected by Dyke in said tract.

The refund payment, in each instance, is made annually in July and covers the immediately preceding 12-month period.

Defendant admits that in July 1961, payment of refunds to complainant in the amounts of \$573.52 for Tract 2309 and of \$248.94 for Tract 2455 were due but are unpaid. Defendant further admits that in July 1962, payment of refunds to complainant in the amounts of \$572.80 for Tract 2309 and of \$248.17 for Tract 2455 were also due and are as yet unpaid.

The contracts which give rise to the causes of action herein were entered into in conformity with the filed water main extension rule of Dyke Water Company in effect at the times of execution thereof, said rule being a part of defendant's tariffs on file with this Commission.

The Commission finds as a fact that Dyke Water Company has obligated itself by contract and by the provisions of its filed tariffs to make refund to the complainant herein of the amounts hereinabove set forth which amounts total \$1,643.43, on duly executed contracts of which complainant is the assignee as above stated.

In view of the pleadings, and the stipulations of counsel entered at a prehearing conference held before Examiner F. Everett Emerson on September 12, 1962, at Los Angeles, acknowledging the indebtedness hereinabove described, the Commission finds that public hearing in the matter is not necessary.

Good cause appearing therefor,

IT IS ORDERED that Dyke Water Company, a California corporation, be and it is hereby directed to comply with its Main Extension Rule No. 15 in effect on the dates of the respective

agreements hereinabove identified and its contract obligations pertaining thereto and to make refund forthwith to C. B. Robertson in the amount of \$1,643.43.

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

Dated at San Francisco, California, this 16th day of OCTOBER, 1962.

George A. Grover
President

John Mitchell

James L. ...

Ernest W. ...

Fredrick B. Halbach
Commissioners