

ORIGINAL

Decision No. 64394

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

HAROLD GRIMES, JR.,  
 Complainant,  
 v.  
 DYKE WATER COMPANY, a corporation,  
 Defendant.

Case No. 7335  
 (Filed May 9, 1962)  
 (Amended August 22, 1962)

OPINION AND ORDER

Complainant is the assignee of a 4½ percent interest in an agreement between Harbor Park Estates, a corporation, and Dyke Water Company entered into on March 25, 1955, which agreement, among other things, provides for the refunding of advance payments made for the construction of water mains in Tract 2410, 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 4½ percent interest in an agreement, bearing the same date, between Harbor Park Estates #2 and Dyke Water Company, which agreement, like that above identified, provides for the refunding of 35 percent of the gross revenues collected from Tract 2470, Orange County.

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

Defendant admits that the payments due in July 1961 and in July 1962 have not been made. With respect to Tract 2410, \$2,902.50 were

collected by Dyke during the 1960-1961 period and \$2,894.39 were collected during the 1961-1962 period. Collections in Tract 2470 were \$2,983.76 for each of the two periods. Complainant's assignments produce entitlements to Tract 2410 refunds of \$45.71 for the 1960-1961 period and of \$45.58 for the 1961-1962 period. Refund entitlements for Tract 2470 are \$46.99 for each of the periods. Defendant admits that these amounts, which total \$185.27, are due complainant.

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 refunds to the complainant herein of the amounts hereinabove set forth, which amounts total \$185.27, 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 pre-trial 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 date of the respective agreements

hereinabove identified and its contract obligations pertaining thereto and to make refund forthwith to Harold Grimes, Jr., in the amount of \$185.27.

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 H. Hoover  
President

Walter S. Mitchell

John Fox

Wendell B. ...

Fredrick B. Hoffhoff  
Commissioners