

**ORIGINAL**Decision No. 65927

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application of )  
 Conservative Water Company, a corpo- )  
 ration, San Gabriel Valley Water Com- )  
 pany, a corporation, Southern Cali- )  
 fornia Water Company, a corporation, )  
 Suburban Water Systems, a corpora- )  
 tion, Southwest Water Company, a )  
 corporation, Junior Water Co., Inc., )  
 a corporation, Dominguez Water Cor- )  
 poration, a corporation, Investment )  
 Water Corporation, Ltd., a corpora- )  
 tion, Park Water Company, a corpo- )  
 ration, each individually on behalf )  
 of itself, and the Central and West )  
 Basin Water Replenishment District, )  
 a public district on behalf of )  
 California Water Service Company, a )  
 corporation, Coast Water Company, )  
 a corporation, Pacific Water Com- )  
 pany, a corporation, Peerless Land )  
 and Water Company, a corporation, )  
 W. R. Quinney, dba Fairacres Water )  
 Co., Berlu Water Company, a corpo- )  
 ration, County Water Company, a )  
 corporation, Suburban Mutual Water )  
 Co., a corporation, Uehling Water )  
 Company, Inc., a corporation, and )  
 La Mirada Water Company, a corpora- )  
 tion, for authorization of Agree- )  
 ment with Respect to Restrictions )  
 on Pumping of Water from the Central )  
 Basin.

Application No. 44616  
 Filed July 6, 1962  
 (Petition re authorization  
 for Uehling Water Company,  
 Inc., to enter into Interim  
 Agreement filed March 29,  
 1963)

Bewley, Knoop, Lassleben & Whelan, by Edwin H. Vail, Jr.,  
 and Martin E. Whelan, Jr., for Central and West  
 Basin Water Replenishment District, applicant, on  
 behalf of Uehling Water Company, Inc.  
William L. Knecht, for California Farm Bureau Federation,  
 interested party.

SECOND INTERIM OPINION

Hearing was held before Examiner Patterson in Los Angeles on July 15, 1963, on application filed March 29, 1963, by Central and West Basin Water Replenishment District on behalf of Uehling Water Company, Inc., seeking authorization for said utility to enter into and carry out the terms of the interim agreement which is Exhibit 10 in this proceeding. The matter was submitted for interim decision at the close of the day's hearing.

Exhibit 15 presents a certification that Uehling Water Company's assumed relative right is 846 acre-feet and its agreed pumping allocation will be 677 acre-feet.

Uehling Water Company does not have a connection with the Metropolitan Water District of Southern California, its sole source of supply being water produced from wells in the Central Basin.

The net effect of Uehling Water Company, operating under the interim agreement, will be to increase its total cost of water, as is the case with all water users participating in the agreement. The magnitude of such increases for Uehling Water Company is shown in Exhibit 16, to range from an estimated \$4.01 per connection in the 1963-1964 water year to \$8.45 per connection in the 1967-1968 water year. The exhibit, as prepared, reflected a \$6.00 per acre-foot water replenishment assessment for water produced from the Central Basin. As the record shows, the Central

and West Basin Water Replenishment District has established the pumping assessment at \$6.58 per acre-foot. This would operate to reduce the estimated increases reflected in Exhibit 16, as for example, the increased cost per connection of \$4.01 for the 1963-1964 water year would be decreased to \$3.63.

In the interim opinion and order, Decision No. 64308, issued September 25, 1962, in this matter, we found that there is a need for a program of ground water management directed toward arresting continuing overdraft in the Central Basin and that the interim agreement appeared to be a reasonable way of accomplishing such objective. Based upon the record which has been made, we find that the interim agreement as it relates to the Uehling Water Company, is reasonable and prudent in the circumstances, and not adverse to the public interest.

We conclude, therefore, that Uehling Water Company should be authorized to enter into and carry out the terms of the interim agreement.

#### SECOND INTERIM ORDER

IT IS ORDERED that:

1. Uehling Water Company, Inc., is authorized to enter into and carry out the terms of the Interim Agreement in evidence herein as Exhibit 10.

2. Uehling Water Company, Inc., shall within thirty days thereafter:

- a. Advise the Commission in writing as to the date of its execution of said Interim Agreement;
- b. Notify the Commission in writing of the date of termination of said Interim Agreement.

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

Dated at San Francisco, California, this 27th day of August, 1963.

[Signature] President  
[Signature]  
[Signature]  
[Signature]  
[Signature] Commissioners

Commissioner William M. Bennett, being necessarily absent, did not participate in the disposition of this proceeding.