

**ORIGINAL**

Decision No. 71887

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application  
of TEMESCAL WATER COMPANY for  
authority to enter into an agreement  
allowing LEE LAKE WATER DISTRICT  
limited use of certain transmission  
facilities.

} Application No. 48947  
(Filed November 9, 1966)

OPINION AND ORDER

Temescal Water Company seeks authority to enter into an agreement, Exhibit B attached to the application, allowing Lee Lake Water District (District) limited use of certain of applicant's water storage and transmission facilities. The intended purpose of the agreement is to enable the District to start the development of its objectives without the immediate expenditure of large sums for purchase or construction of separate facilities.

Generally the agreement provides that the District can transport water, upon a temporary and limited basis, through canals and pipelines owned, operated and maintained by applicant. Such transport is subject to emergency and non-emergency restriction or termination because of applicant's need to maintain the full capacity of all such facilities for purposes of peak delivery or emergency re-routing as may be required in connection with applicant's present business as a public utility irrigation water distributor in and near the city of Corona and in and near Temescal Canyon located to the southeast of said city.

The agreement specifies a rental charge of 45 cents per miner inch day of water actually carried in applicant's transmission systems for District's use, prohibits the use of this transportation service to convey water to be resold to another company or public water supplier or to be sold to users outside of District's boundaries, and provides that the District shall have the right to store water in Railroad Canyon Reservoir without payment to applicant.

The extent to which the District will make use of the service provided for in the agreement depends upon development of the area. The District was formed December 27, 1965, for the purpose of providing water to domestic, irrigation and industrial users and other services within an area of approximately 10,400 acres located in Temescal Canyon and shown on Exhibit A attached to the application. The District neither owns nor operates any water system facilities at this time, but eventually will probably require its own transmission facilities.

Applicant is hereby put on notice that the agreement under consideration herein is at all times subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction and that if it should appear in a future proceeding that the revenue derived from this agreement is not compensatory, such revenue inadequacy is not to be imposed on applicant's irrigation customers.

Applicant and the District are hereby placed on notice that in any future proceeding the Commission will not be obligated to consider the opposition of either party to any proposed changes in this agreement predicated on the existence of an agreement which has been authorized by this Commission.

Applicant will be required to report annually for a three-year period certain operating results with respect to the transportation service.

The Commission notes with reference to numbered paragraph 14 of the agreement that by letter dated December 2, 1966, applicant's attorney has represented to the Commission that March 31, 1967 may be substituted in place of December 31, 1966 as the date by which Commission approval of the agreement must be obtained in order for it to become effective.

The Commission finds that the agreement (Exhibit B) attached to the application is not adverse to the public interest and concludes that the application should be granted. A public hearing is not necessary.

IT IS ORDERED that:

1. Temescal Water Company is authorized to enter into the written agreement dated October 20, 1966, with Lee Lake Water District, a copy of which is attached to the application as Exhibit B.
2. Temescal Water Company shall file with this Commission within thirty days after the effective date of this order four certified copies of the agreement as executed, together with a statement of the dates on which said agreement is deemed to have become effective.
3. Temescal Water Company shall file with this Commission, within ninety days after the end of each of the first three calendar years during which service is rendered pursuant to the agreement, a report on this service showing by months within each calendar year (1) the quantity of water transported, (2) the

a. 48947 MO/AB \*

revenue received therefor, (3) the quantity of water stored at Railroad Canyon Reservoir, and (4) the extent of water losses segregated between transmission and storage operations.

4. Temescal Water Company shall notify the Commission in writing of the date of termination of this agreement within thirty days after date of termination.

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

Dated at San Francisco, California, this 24<sup>th</sup> day of JANUARY, 1967.

[Signature]  
President

[Signature]

[Signature]

[Signature]

Commissioners

Commissioner WILLIAM SYMONS, JR. did not participate in the disposition of this proceeding.