

Decision 89 03 024

**ORIGINAL**

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Ranchero Partners, a General Partnership,

Complainant,

vs.

Alisal Water Corporation, dba  
Alco Water Service, and  
Does 1 through 10, inclusive,

Defendants.

Case 88-11-037  
(Filed November 18, 1988)

ORDER CORRECTING CLERICAL ERRORS

The Commission has discovered that there are two clerical errors in Decision 89-02-073.

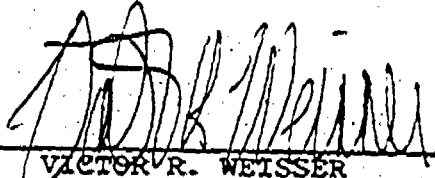
Accordingly, under Resolution A-4661,

IT IS ORDERED that Decision 89-02-073 is corrected as follows:

1. The word "if" in the first line on page 10 (in Finding of Fact No. 3a) is changed to "is".
2. The last word in Conclusion of Law No. 2 on page 10 is changed from "defendant" to "complainant".
3. Corrected page 10, attached hereto, is substituted in place of the original page 10.

This order is effective today.

Dated MAR 10 1989, at San Francisco, California.



VICTOR R. WEISSER  
Executive Director  
Public Utilities Commission  
State of California

I CERTIFY THAT THIS DECISION  
WAS APPROVED BY THE ABOVE  
COMMISSIONERS TODAY.



Victor Weissler, Executive Director

specific authority is first obtained from the Commission to deviate therefrom, and that actual construction shall be done by the utility or a construction agency acceptable to it.

1. Defendant has demanded a deposit of \$15,000 pursuant to Rule 15 of its tariff.

2. Complainant believes the \$15,000 figure is excessive.

3. This proceeding is the vehicle through which the dispute between the parties is to be resolved.

6.a. The parties dispute whether complainant and its contractor are qualified to perform the installation. That issue is also before the Commission.

4. Hearings on the case are in progress.

5. Rule 15 provides a main extension contract must be executed before the utility commences construction work or if constructed by applicant, in this case the complainant, before the facilities comprising the main extension are transferred to the utility.

6. On February 13, 1989, defendant's 12-inch water main was ruptured causing the pressure to drop from 65 pounds to 18 pounds.

7. The rupture set forth in Finding 9 resulted in the loss of service to certain customers.

8. The rupture created a threat to the health and public safety of defendant's customers.

9. The additional declaration of Adcock does not specify what caused the rupture.

#### Conclusions of Law

1. Defendant's motion should be granted.

2. Defendant should be authorized to sever any unauthorized connection to its system made by complainant.

3. Defendant should be ordered to take whatever actions are necessary, including legal action, to gain access to its water main for the purpose of making repairs and performing maintenance so that normal service to its customers can be provided.