

Decision 82 04 059 APR 2 11982

ORIGINAL

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Order Instituting Rulemaking on the )  
Commission's own motion to revise )  
General Order No. 103 relating to )  
water utilities. )

OIR 7  
(Filed July 7, 1981)

(See Appendix A for appearances.)

INTERIM OPINION

On July 7, 1981 we issued Order Instituting Rulemaking (OIR) 7 to revise General Order (GO) 103, Rules Governing Water Service Including Minimum Standards for Design and Construction. Proposed revisions to GO 103 that were recommended by our Hydraulic Branch were appended to OIR 7 as Appendix A.

Copies of the OIR were mailed to all Class A, B, and C water utilities (respondents) and to three California Fire Associations. The public utilities we served were required to furnish a copy of our OIR to all fire districts located within their service areas.

Proposed Changes Appended to OIR

By the OIR, we invited water utilities, fire protection agencies, and interested parties to submit comments on the proposed changes appended to the OIR.

The changes appended to the order were proposed to revise GO 103 to reflect recent amendments to the Public Utilities Code and to continue cooperation with major fire protection agencies. The proposal would also clarify GO 103 and reduce the regulatory workload.

OIR 7 ALJ/ks \*

The proposed changes to the section on Discontinuance of Service for Nonpayment of Bills (Termination of Service) would require the utility to provide a customer with seven days' notice instead of five days' notice when discontinuing service for nonpayment of bills. Discontinuance of service during nonbusiness hours would be prohibited.<sup>1</sup> (Public Utilities Code §§ 779 and 780.)

The proposed changes in the section on Fire Protection Standards would clarify certain definitions, and additional flow requirements are set forth. They provide for elimination of charges by a water utility against fire protection agencies unless there is a written agreement. The utility may recover its unreimbursed expenses via ratemaking. (§ 2713.)

We have required the public utilities to conform with the above statutes since they became effective.

The proposal also would update agency titles and provide guidance on water supply adequacy and on responsibility for service connection costs.

#### Background

In our OIR we stated that:

"Those parties desiring to comment upon the Hydraulic Branch's proposed revisions may do so by filing an original and twelve copies of their comments with the Commission's Docket Office no later than August 31, 1981. If factual matters are asserted in the comment, the document must be verified. Parties shall submit details on evidence they propose to sponsor."

By letter dated September 8, 1981, the assigned Administrative Law Judge (ALJ) sent all 13 parties who filed comments a complete list of such parties and instructed them to serve their

---

<sup>1</sup> Decision (D.) 82-04-22 dated April 6, 1982 amended OIR 7 to consider for water utilities the procedures adopted for the termination of gas and electric service in D.93533 on September 15, 1981 in OII 49.

comments upon each party on the list. The letter provided opportunity for any interested party to respond to the filed comments by making a filing with the Commission and serving each party by September 29, 1981.

The staff reviewed the initial comments of the parties and by letter dated September 11, 1981 served those who filed comments its second draft of the proposed changes to GO 103 to reflect comments received. The revised draft provided that fire flows proposed are subject to modification (up or down) by local fire protection agencies without Commission approval. Other changes were proposed to clarify responsibility and to generally clear up ambiguities.

By letter dated November 16, 1981, the staff served its third draft. This draft reflected comments received by September 29, 1981. It corrected an ambiguity between the proposal and the main extension rule regarding payment of costs. The staff also served a copy of a proposed Uniform Fire Hydrant Service Agreement which it proposed to recommend for filing under GO 96-A. In addition, it included provisions for termination of water service for nonpayment of bills as established for gas and electric service by Decision (D.) 93533 dated September 15, 1981, in OII 49.

After notice, a prehearing conference (PHC) and a public hearing were held before ALJ J. J. Doran in Los Angeles on December 2, 1981 and January 27, 1982, respectively. Except for the issue of termination of service for nonpayment of bills, the matter was submitted February 18, 1982 on replies filed to the staff's February 2, 1982 comments.

A number of parties requested an interim order on fire protection standards. No one opposed such request.

PHC

Five water utilities, one water utility association, three fire districts, one fire district association, and the staff appeared

at the PHC. With the exception of the termination rule, the parties agreed to most of the proposal. However, there were suggestions for modifications to the fire protection standards and the service agreement.

December 18, 1981 was established as the date for the staff to file comments about the suggestions. Similarly, other parties with concerns could file comments by the same date. The staff was also to furnish water utility appearances at the PHC with its proposed termination rule tariff changes for technical comments prior to giving wide notice of the proposed changes after the interim submission.

San Gabriel Valley Water Company (San Gabriel) and Southern California Edison Company (Edison) served prepared testimony setting forth their comments on the staff proposal. The Los Angeles County Fire Department filed comments on the proposals of the parties. The staff served its comments and proposed briefs on December 17, 1981 and its fourth revised draft on January 11, 1982.

#### Hearing

Two additional water utilities and one additional fire district appeared at hearing. A staff engineer testified about the proposed rule changes and a uniform fire hydrant service agreement.

As a result of the cross-examination of the staff, the president of San Gabriel did not present his prepared testimony, but only limited oral testimony that the cost of facilities to meet fire flow standards shall be advanced or contributed in accordance with the tariffs unless assumed by a fire protection agency in a written agreement.

Edison's manager of its Catalina District testified that it should have an exemption in the City of Avalon because of its understanding with the city that Edison does not assume responsibility to provide fire protection water service.

At hearing, February 8, 1982 was established as the date for any further comments by the parties on the cost of facilities proposed by San Gabriel and by the staff on service connections. Parties were given to February 18, 1982 to respond to the staff.

Discussion

We have fully considered the record and we will now address the issues or proposed changes to GO 103, except the termination of service issue which is not ready for submission.

Under Section II, Standards of Service, corrections are recommended by the staff witness to update the titles of the State Department of Health Services and the United States Environmental Protection Agency. Under Section III, Standards of Design, the witness recommended an addition to water supply requirements for clarification and stated that such addition has been used as the standard by the staff. These changes are reasonable and adopted.

Service Connections

Under Section V, Extension of Service, the staff witness recommended modifications to Paragraph 2, Service Connections, to make the instances of charges for service connections more specific. After hearing, the staff filed further modifications for clarification. San Gabriel recommended deletion of "at its own expense" to avoid any conflict between the Charge for Service Connections paragraph and the Utility's Responsibility paragraph. There is no conflict.

The staff's written comments following hearing clarify and improve the paragraphs. The proposed revisions including these latter changes are reasonable and adopted.

Fire Protection Standards

Under Section VIII, Fire Protection Standards, the staff witness rewrote Paragraph 1. The rewrite retains the present flow standards on an average basis but states that standards prescribed by fire protection agencies will govern, whether greater or lesser than those listed. This will recognize local control which was a major concern of the fire districts. Clarifying changes were also recommended in the land use tabulation. The above changes recognize local control and will reduce tariff filings. They are reasonable and adopted.

Changes recommended about responsibility for cost of facilities to meet fire flow standards, replacement of mains, and a uniform fire hydrant service agreement are discussed below.

Cost of Facilities to Meet Fire Flow Standards

Regarding cost of facilities to meet fire flow standards, the staff witness recommends that:

"Except where contributed by a subdivider or developer, the cost of the facilities required for fire protection shall be the responsibility of the utility, normally through refund of advances, unless the fire protection agency agrees to assume these costs in a signed written agreement."

The staff also recommends adding two paragraphs as guidelines following the above-discussed "cost of facilities" paragraph. Objections by San Gabriel to these paragraphs were withdrawn after cross-examination.

The San Gabriel witness recommends that:

"The cost of facilities to meet the governing fire flow standards shall be advanced or contributed in accordance with the utility's tariffs by the party requesting such facilities, unless assumed by the fire protection agency pursuant to a signed agreement."

The witness contends that such changes are necessary because there can be advances as well as contributions. The water utilities present supported the recommendation.

It is the position of the Fire Districts Association of California that based upon the utility tariffs being in compliance with § 2713, it will stipulate to the change.

Subsequent to hearing by written comments, the Ventura County Fire Protection District recommended that:

"Except where advanced or contributed by a subdivider, developer, or other requesting party, the cost of facilities required for fire flow standards shall be the responsibility of the utility unless the fire protection agency agrees to assume these costs in a signed, written agreement."

It further states that the wording of the staff is satisfactory; but the alternative is offered to meet the needs expressed by some water utilities.

The Los Angeles County Fire Department furnished written comments and recommended that:

"Except where advanced or contributed by a subdivider, developer or other requesting party, the cost of facilities needed to provide required fire flows shall be the responsibility of the utility, unless the fire protection agency agrees to assume these costs in a signed written agreement."

Further, it states its proposal closely corresponds to § 2713. It also states that in San Gabriel's proposal it is not clear if "the party requesting such facilities" could include fire protection agencies, and if "in accordance with the utility's tariffs" would be subject to § 2713.

The staff in written comments, following hearing, recommends that:

"Except as provided in Section VIII.1(b) below, the cost of facilities to meet the governing fire flow standards shall be advanced or contributed in accordance with the utility's tariffs by the party requesting such facilities, unless assumed by the fire protection agency pursuant to a signed written agreement."

Some respondents and fire protection agencies view the staff hearing exhibit as being difficult to understand and as conflicting with the Replacement of Mains paragraphs. Some respondents and the Fire Districts Association accept San Gabriel's proposal. In later comments, the Fire Districts Association believes that the reference in the above paragraph will create problems because a utility's tariffs are often not current and would lead to a situation where the developer would not be required to pay for the improvement.

The staff-proposed revisions including those after hearing clarify the wording and are consistent with § 2713.

Replacement of Mains

The staff rewrote the Replacement of Mains paragraphs for clarification. San Gabriel requests that we indicate that the utility is not obligated to replace existing mains at its expense for the purpose of providing increased fire flow. The staff witness testified to that effect and quoted from the staff's proposed Replacement of Mains paragraph to support his testimony. Further, our present GO 103, I.1.a. states that "nothing contained in any of the rules herein promulgated shall be construed to require the replacement or abandonment prior to the expiration of economic utilization of facilities in use at the time of adoption of these rules unless the Commission, after hearing, shall enter an order directing the abandonment or replacement of particular facilities found to be inadequate for the rendition of proper public utility service." The above references are clear in their intent--GO 103, including the above staff proposal, does not require that existing mains be replaced at the utility's expense. The staff proposal is reasonable and adopted.

Uniform Fire Hydrant Service Agreement

The staff witness recommends a uniform fire hydrant service agreement as an acceptable standard agreement that each utility could file as a contract form in its tariffs. This agreement could then be entered into by utility and each fire protection district within its service area without any further filing with the Commission. The witness testified that the agreement has been used by some water utilities and fire districts, and that it has been approved by the Commission.

San Gabriel's position is that the uniform agreement should not be adopted because the staff witness testified that individual utilities would have the option of filing agreements which differ from the staff-sponsored form of agreement. San Gabriel would file an alternate agreement which it believes would be acceptable.



No other objections were made about the staff-offered agreement. The form of agreement sets forth what the utility will do and what fire district will do. It meets the requirements of § 2713, is reasonable, and adopted as a form of acceptable agreement.

This does not preclude water utilities and fire districts from entering into alternative agreements. When individual agreements follow a standard form of agreement that is filed in the tariffs, the individual agreements need not be filed with the Commission. A standard form of agreement would simplify tariff administration and is recommended.

The staff has proposed a rewrite of the Fire Hydrant Agreement portion of Section VIII. The title is changed to Fire Hydrant Service Agreement. The proposed text encourages agreements. It states in part that:

"The utility may bill the fire protection agency for fire hydrant service charges only under written agreement with the agency that it will pay such charges. Fire hydrant charges made under written agreement will also be included in revenues for ratemaking purposes.

"In the absence of any written agreement between the utility and the fire protection agency, the utility will be responsible for maintaining fire hydrant service to the extent of its means. All costs associated with providing this service may be included for ratemaking purposes."

Other than San Gabriel's view discussed above, there was no objection to the proposal. The proposal is consistent with § 2713. The Fire Hydrant Service Agreement portion of the GO is reasonable and adopted.

City of Avalon

Edison's witness testified that it should have an exemption from Section VIII requirements because Edison only provides water service to a relatively limited portion of its service territory on Santa Catalina Island. The metropolitan area of the City of Avalon (Avalon) receives its fire protection water service by means of

Avalon's salt water system. Edison has made its fresh water system available and does not charge for water used for fire fighting or emergency purposes.

By letter dated February 9, 1982, Avalon supported Edison's proposal. Further, Avalon stated that it recently received funding to extend its salt water system to provide fire flows in areas now only served by Edison. This appears to be something that has been worked out between Avalon and Edison. There is no reason to grant an exemption to Section VIII. However, the parties can make a written agreement of their responsibilities.

#### Overall

The adopted Section VIII, Fire Protection Standards, changes conform with § 2713. The changes eliminate charges against fire protection agencies unless there is a written agreement. Further, utilities may recover unreimbursed fire protection standards expenses in ratemaking proceedings. The adopted changes, while retaining the present flow standards on an average basis, meet the requests of numerous local fire protection agencies by providing that standards prescribed by local fire protection agencies will govern, whether greater or lesser than those listed. Adopted changes clarify the language about responsibility for the cost of facilities to meet fire flow standards and the replacement of mains. The adopted uniform fire hydrant service agreement is a form of agreement. We recognize that there could be alternative uniform agreements.

Other adopted changes for GO 103 update agency titles, provide guidance on water supply adequacy, and on responsibility of service connection costs.

This proceeding will remain open in order to consider the issue of termination of service for nonpayment of bills.

#### Findings of Fact

1. The State Department of Health Services was formerly the Department of Public Health.
2. The United States Environmental Protection Agency is responsible for U.S. Drinking Water Standards rather than the Public Health Service.

3. The water supply requirements standard that the combined flow from sources of supply and storage capacity should be adequate for four consecutive days of maximum use is reasonable.

4. Changes in the service connection rule set forth clearly when a utility may charge a customer and when there is no separate charge, and are reasonable.

5. The changes to the Fire Protection Standards:

- a. Conform with § 2713.
- b. Eliminate charges against fire protection agencies unless there is a written agreement.
- c. Provide that utilities may recover unreimbursed fire protection standards expenses in ratemaking proceedings.
- d. Provide that flow standards of local fire protection agencies govern.
- e. Clarify language about responsibility of cost of facilities, replacement of mains, and other matters.
- f. Encourage written fire hydrant service agreements setting forth the responsibilities.
- g. Adopt a uniform fire hydrant service agreement as an acceptable standard form of agreement.

6. The termination of service issue will be addressed in the next phase of this proceeding.

Conclusions of Law

1. GO 103 should be revised to read as set forth in Appendix B.
2. A uniform fire hydrant service agreement should be adopted as an acceptable standard form of agreement as set forth in Appendix C.
3. OIR 7 should remain open.

INTERIM ORDER

IT IS ORDERED that:

1. General Order 103, Rules Governing Water Service Including Minimum Standards for Design and Construction, is amended to read as set forth in Appendix B.

2. All water utilities are authorized to file with the Commission, after the effective date of this order, in conformity with the provisions of General Order 96-A, the uniform fire hydrant service agreement substantially as set forth in Appendix C as a standard form, to become effective on 5 days' notice.

3. A copy of this decision shall be mailed to each water utility under the jurisdiction of this Commission.

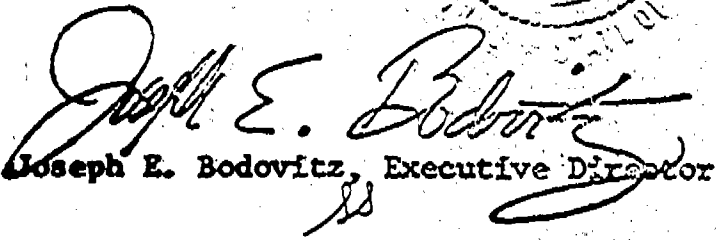
4. Order Instituting Rulemaking 7 shall remain open.

This order becomes effective 30 days from today.

Dated APR 21 1982, at San Francisco, California.

JOHN E. BRYSON  
President  
RICHARD D. GRAVELLE  
LEONARD M. GRIMES, JR.  
VICTOR CALVO  
PRISCILLA C. CREW  
Commissioners

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

  
Joseph E. Bodovitz, Executive Director

APPENDIX A

LIST OF APPEARANCES

Respondents: Michael L. Whitehead, Attorney at Law, for San Gabriel Valley Water Company; Robert O. Randall, for Southwest Suburban Water Company; William V. Caveney, for Southern California Water Company; Donald L. Houck, for California Water Service; John R. Bury, David N. Barry III, Richard K. Durant, James M. Lehrer, by Clyde E. Hirschfeld, Attorney at Law, for Southern California Edison Company; Ben Stradley, for Citizens Utilities Company of California; Lawrence D. Foy, for California-American Water Company; and J. William Zastrow, for Peerless Water Company.

Interested Parties: Randall Vogel, for California Water Association; Douglas M. Elwell, Attorney at Law, and Michael D. Aviani, for Los Angeles County Fire Department; Meserve, Mumper & Hughes, by William D. Ross, Attorney at Law, for Fire Districts Association of California, Arcade Fire Protection District, and Carmel Valley Fire Protection District; and Kristi Klein, for Ventura County Fire District.

Commission Staff: William J. Jennings, Attorney at Law.

(END OF APPENDIX A)

APPENDIX B  
Page 1

AMENDMENTS TO GENERAL ORDER 103

Section II. STANDARDS OF SERVICE.

Change "Department of Public Health to "Department of Health Services" and change "Public Health Service" to "Environmental Protection Agency."

Section III. STANDARDS OF DESIGN.

In paragraph 4, line 6, following "as required by paragraph II 3a." add: "Combined flow from sources of supply and storage capacity should be adequate for 4 consecutive days of maximum use."

Section V. EXTENSION OF SERVICE.

Paragraph 2.a. Service Connections, Ownership of Service is amended to read as follows:

2. Service Connections.

a. Ownership of Service.

- (1) Charge for Service Connections. The utility shall make no charge to a customer for making a service connection except in case of connections for private fire protection service, connections for temporary service, changes made at the request and for the convenience of the customer, where additional connections are requested, because of divisions of land ownership when the land before division was receiving service, and as otherwise provided in the utility's main extension rules.
- (2) Utility's Responsibility. In urban areas with dedicated front streets, rear service roads, or public utility easements the utility shall furnish and install the service pipe, curb stop, meter and meter box at its own expense for the purpose of connecting its distribution system to the customer's piping. The service connection, curb stop, meter and meter box may be installed at a convenient place between the property line and the curb, or inside the customer's property.

APPENDIX B  
Page 2

Section VIII. FIRE PROTECTION STANDARDS is amended to read as follows:

1. Design Requirement. The flow standards for public fire protection purposes set forth below are those the Commission considers appropriate for application on an average state-wide basis. However, the Commission recognizes that there are widely varying conditions bearing on fire protection throughout the urban, suburban, and rural areas of California. Therefore, the standards prescribed by the local fire protection agency or other prevailing local governmental agency will govern. Such local flow standards shall be provided whether greater or lesser than those set forth below, except that mains designed for and capable of providing flows in excess of the requirements set forth in the following table opposite the classification of land use shall be considered mains providing excess flow for the purpose of the application of the utility's main extension rule.

(a) Initial Construction, Extension, or Modification. In the initial construction, extension, or modification of a water system, any one of which is required to serve (a) a new applicant or (b) a change in use, the facilities constructed, extended, or modified shall be designed to be capable of providing, for a sustained period of at least two hours, in addition to the requirements of the average daily demand within the area to be served, the minimum flow requirements set forth below opposite the classification of land use to be served, or such other fire flow, either higher or lower, as determined either necessary or adequate by appropriate local governmental agency.

<u>Land Use</u>	<u>Minimum Flow</u>
1. Rural, residential with a lot density of two or less per acre primarily for recreational and/or parttime occupancy.	250 gpm
2. Lot density of less than one single-family residential unit per acre.	500 gpm
3. Lot Density of one or two single-family residential units per acre.	750 gpm

APPENDIX B  
Page 3

- |                                                                                                        |           |
|--------------------------------------------------------------------------------------------------------|-----------|
| 4. Lot density of three or more single-family residential units per acre, including mobile home parks. | 1,000 gpm |
| 5. Duplex residential units, neighborhood business of one story.                                       | 1,500 gpm |
| 6. Multiple residential, one and two stories; light commercial or light industrial.                    | 2,000 gpm |
| 7. Multiple residential three stories or higher; heavy commercial or heavy industrial.                 | 2,500 gpm |

Except as provided in Section VIII 1. (b) below, cost of facilities to meet the governing fire flow standards shall be advanced or contributed in accordance with the utility's tariffs by the party requesting such facilities, unless assumed by the fire protection agency under a signed written agreement.

An existing main which is adequate to provide residential, commercial, or industrial service, but is not sized for the required fire flow, need not be modified for an additional service connection of the same land use classification when no main extension is involved, unless local authority determines that there is increased exposure of life and property to fire hazards.

Modification of a main to meet requirements set forth under "Land Use" is required for a new land use requiring higher fire flow. No modification is required when existing apartments, receiving service, are converted to condominiums without change of use unless higher fire flows are required by a government agency.

(b) Replacement of Mains. The utility shall not be responsible for modifying or replacing at its expense an existing main, which is otherwise adequate, to provide increased fire flow. However, when the utility initiates the replacement of an existing main the replacement main, if used or useful for fire protection purposes, shall be constructed at the expense of the utility and be sized to accommodate the governing fire flow standard.



APPENDIX B

Page 4

2. Flow Tests. The flows set forth in paragraph 1 above are to be calculated on the basis of a residual pressure of 20 p.s.i.g. in the distribution system under flowing conditions.
3. Fire Hydrants. Fire hydrants shall be attached to the distribution system at the locations designated by the agency responsible for their use for fire fighting purposes. Any new mains to which a hydrant may be attached shall be not less than six inches in diameter.
4. Fire Hydrant Service Agreement. The Commission encourages all water utilities to provide fire hydrant service by agreement between the utility and the fire protection agency responsible for the use of the hydrants. Each water utility is expected to make all reasonable efforts to make or renew agreements advantageous to the utility and its customers.

When such written agreement is entered into between the utility and the fire protection agency which requires the utility to be responsible for all or any portion of the capital expenditures or maintenance costs associated with providing fire hydrant service, such expenditures and costs may be included by the utility in its general plant accounts and operating expenses for ratemaking purposes. The utility may bill the fire protection agency for fire hydrant service charges only under written agreement with the agency that it will pay such charges. Fire hydrant charges made under written agreement will also be included in revenues for ratemaking purposes.

In the absence of any written agreement between the utility and the fire protection agency, the utility will be responsible for maintaining fire hydrant service to the extent of its means. All costs associated with providing this service may be included for ratemaking purposes.

Fire hydrant service agreements between the fire protection agency and the utility which deviate materially from a standard fire hydrant service agreement on file in the utility's tariffs shall be submitted by advice letter in accordance with General Order 96-A.

5. Source of Supply. Each separately operated water system shall have not less than two independent sources of supply.

(END OF APPENDIX B)

UNIFORM FIRE HYDRANT SERVICE AGREEMENT  
A G R E E M E N T

THIS AGREEMENT, was entered into on \_\_\_\_\_  
198\_\_, between the \_\_\_\_\_

\_\_\_\_\_ a municipal corporation, referred to as "Fire Agency"  
and \_\_\_\_\_ a California public water  
utility corporation, referred to as "Water Purveyor".

DEFINITIONS

A. "Fire Agency" means the fire department of the city,  
county, or city and county of the State of California, or of the  
fire protection district or other political subdivision of the  
State of California which engages in fire suppression and  
prevention.

B. "Water Purveyor" means the public utility water  
corporation indicated above which is subject to the jurisdiction of  
the Public Utilities Commission of the State of California.

RECITALS

A. Fire Agency desires to secure an adequate level  
of fire hydrant service and additional fire hydrant service, from  
time to time, in that portion of Fire Agency's jurisdiction which  
is within Water Purveyor's service area.

B. Water Purveyor is willing to furnish existing fire  
hydrant service and additional fire hydrant service to Fire Agency  
to the extent of its ability.

THEREFORE, the parties agree as follows:

1. Water Purveyor shall furnish to Fire Agency fire hydrant service in Water Purveyor's \_\_\_\_\_ service area as shown on attached Exhibit "A", in accordance with the terms and conditions of this agreement.

2. Service under this agreement is for public fire hydrants connected directly to Water Purveyor's mains located in named roadways or in areas to which the public generally has access. It is specifically agreed that private fire protection service is not included.

3. There shall be no charge for supplying fire hydrant water service or facilities under this agreement.

Water supplied at no charge by Water Purveyor for fire hydrants covered by this agreement is to be used by Fire Agency only for fire suppression and training and for no other purpose. For water delivered through fire hydrants for any other purpose, charges will be made at the quantity rate under Water Purveyor's Schedule for General Metered Service.

4. Water Purveyor will supply only such water at such pressure as may be available from time to time as a result of its normal operation of the system.

5. Water Purveyor shall allow additional public fire hydrants to be installed on existing or new mains at the cost of Fire Agency, except as set forth, and at locations to be designated in writing by Fire Agency.

The installation of additional fire hydrants shall be mutually agreed upon but shall be done only upon written approval from Fire Agency, designating the number, type, and location of such additional fire hydrants. No extensions to the water mains of Water Purveyor will be required of Water Purveyor for the purpose of serving fire hydrants in addition to those fire hydrants now installed unless such main extension is paid for by developers or parties other than Water Purveyor.

Installation of hydrants to serve land divisions, land developments, or special land uses is the responsibility of the developer at no cost to either Fire Agency or Water Purveyor.

6. Water Purveyor shall notify Fire Agency of any reconstruction, replacement, or relocation by Water Purveyor of its system which may require the relocation, replacement, reconstruction, or reconnection of any existing hydrant. If any such relocation, reconstruction, replacement, or reconnection of any existing hydrant is required, Water Purveyor shall install at its cost fire hydrants approved by Fire Agency at the locations designated by Fire Agency during such relocation, reconstruction, or replacement, including such additional fire hydrants at Water Purveyor's cost as may be mutually agreed upon by Water Purveyor and Fire Agency.

In the event that the actions of a public agency other than Water Purveyor or Fire Agency require the relocation of any existing fire hydrant, Water Purveyor shall relocate that fire hydrant, or a fire hydrant of the same type and kind at no cost to the Fire Agency.

7. Fire Agency shall be responsible for the cost of only those hydrant installations and upgrades which have been designated in writing by Fire Agency. Fire Agency may elect to contract with Water Purveyor for providing the work, materials, and supervision required in connection with any installations and upgrades designated in the preceding sentence.

8. All public fire hydrant installations installed on the water system shall be the property of Water Purveyor.

9. Water Purveyor will notify Fire Agency when new hydrants ordered by Fire Agency are placed in service by Water Purveyor, and Fire Agency will notify Water Purveyor when hydrants installed by Fire Agency are to be placed in service. Water Purveyor will notify Fire Agency of any fire hydrants that are out of service due to construction or repair of any part of the system.

10. Fire Agency may accomplish such minor maintenance to the fire hydrants as does not require special knowledge or tools. Such maintenance shall only include replacement of hydrant caps, hydrant pentagon nuts, locking nuts, tightening of the packing, removal of weeds around the hydrant, and such other minor maintenance as Fire Agency and Water Purveyor may mutually agree upon.

11. Water Purveyor shall be responsible for the cost of all fire hydrant repairs, including those brought about by traffic accidents, vandalism, or other causes. Repairs shall include damage to all street improvements and any other property. Fire Agency will cooperate with Water Purveyor in the identification of third parties responsible for damage to fire hydrants.

Water Purveyor shall maintain, repair, relocate, replace, and remove or cause to be maintained, repaired, relocated, replaced, and removed all fire hydrants installed on the water system, except as otherwise agreed to.

Fire Agency shall whenever possible protect Water Purveyor from water loss, or damage to property by water, when fire hydrants are damaged by traffic accidents or other causes.

12. Fire Agency shall annually inspect all fire hydrants within its jurisdiction to ensure that the fire hydrants are mechanically operable and capable of delivering water. Fire Agency shall notify Water Purveyor in writing of any maintenance requirements as soon as possible after such inspections and at any other time it becomes aware of maintenance requirements.

## APPENDIX C

13. Water Purveyor shall have the right to use any fire hydrant for any reasonable use in connection with its business as a public utility, including, without limitation, fire flow tests, flushing, blowing off its distribution system, and delivering construction water. A Fire Agency permit must first be obtained before any construction or irrigation meter is attached to any fire hydrant for use by a person other than Fire Agency or Water Purveyor. Construction and irrigation meters shall be designed so that all hydrant outlets are readily accessible at all times to Fire Agency in the event of a fire.

Fire Agency may perform fire flow tests on any hydrant provided it notifies Water Purveyor prior to making any such test, furnishes Water Purveyor copies of all data collected, and postpones any such test if Water Purveyor notifies Fire Agency that such test will interfere with the normal operation of the system.

Only qualified Fire Agency or Water Purveyor personnel shall operate fire hydrants for fire flow tests.

14. Nothing contained in this agreement shall be construed to require Water Purveyor to install new fire hydrants within any area which shall be included in whole or in part within the area served by any other water entity or within the area of any other fire agency. Water Purveyor may elect to discontinue fire hydrant service under this agreement to any

APPENDIX C

fire hydrants which it may designate in the event those fire hydrants shall be included within the area served by any other fire agency.

15. Additional operating hydrants located within the jurisdiction of Fire Agency which are acquired by Water Purveyor from other entities shall be subject to the provisions of this agreement.

16. This agreement shall remain in effect for a period of one year from the date hereof and shall remain in effect for additional one year periods, unless either party shall, at least 30 days prior to the expiration date of any one year period, notify, in writing, the other party to this agreement that said party desires to cancel this agreement, in which event this agreement shall terminate upon the expiration date of such current one year period.

17. This agreement shall at all times be subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction.



APPENDIX C

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers.

By \_\_\_\_\_  
Its \_\_\_\_\_  
Fire Agency

By \_\_\_\_\_  
Its \_\_\_\_\_  
Water Purveyor

(END OF APPENDIX C)

The proposed changes to the section on Discontinuance of Service for Nonpayment of Bills (Termination of Service) would require the utility to provide a customer with seven days' notice instead of five days' notice when discontinuing service for nonpayment of bills. Discontinuance of service during nonbusiness hours would be prohibited. (Public Utilities Code §§ 779 and 780.)

The proposed changes in the section on Fire Protection Standards would clarify certain definitions, and additional flow requirements are set forth. They provide for elimination of charges by a water utility against fire protection agencies unless there is a written agreement. The utility may recover its unreimbursed expenses via ratemaking. (§ 2713.)

We have required the public utilities to conform with the above statutes since they became effective.

The proposal also would update agency titles and provide guidance on water supply adequacy and on responsibility for service connection costs.

#### Background

In our OIR we stated that:

"Those parties desiring to comment upon the Hydraulic Branch's proposed revisions may do so by filing an original and twelve copies of their comments with the Commission's Docket Office no later than August 31, 1981. If factual matters are asserted in the comment, the document must be verified. Parties shall submit details on evidence they propose to sponsor."

By letter dated September 8, 1981, the assigned Administrative Law Judge (ALJ) sent all 13 parties who filed comments a complete list of such parties and instructed them to serve their comments upon each party on the list. The letter provided opportunity for any interested party to respond to the filed comments by making a filing with the Commission and serving each party by September 29, 1981.

The staff reviewed the initial comments of the parties and by letter dated September 11, 1981 served those who filed comments its second draft of the proposed changes to GO 103 to reflect comments received. The revised draft provided that fire flows proposed are subject to modification (up or down) by local fire protection agencies without Commission approval. Other changes were proposed to clarify responsibility and to generally clear up ambiguities.

By letter dated November 16, 1981, the staff served its third draft. This draft reflected comments received by September 29, 1981. It corrected an ambiguity between the proposal and the main extension rule regarding payment of costs. The staff also served a copy of a proposed Uniform Fire Hydrant Service Agreement which it proposed to recommend for filing under GO 96-A. In addition, it included provisions for termination of water service for nonpayment of bills as established for gas and electric service by Decision (D.) 93533 dated September 15, 1981, in OII 49.

After notice, a prehearing conference (PHC) and a public hearing were held before ALJ J. J. Doran in Los Angeles on December 2, 1981 and January 27, 1982, respectively. Except for the issue of termination of service for nonpayment of bills, the matter was submitted February 18, 1982 on replies filed to the staff's February 2, 1982 comments.

A number of parties requested an interim order on fire protection standards. No one opposed such request.

PHC

Five water utilities, one water utility association, three fire districts, one fire district association, and the staff appeared at the PHC. With the exception of the termination rule, the parties agreed to most of the proposal. However, there were suggestions for modifications to the fire protection standards and the service agreement.

December 18, 1981 was established as the date for the staff to file comments about the suggestions. Similarly, other parties with concerns could file comments by the same date. The staff was also to furnish water utility appearances at the PHC with its proposed termination rule tariff changes for technical comments prior to giving wide notice of the proposed changes after the interim submission.

San Gabriel Valley Water Company (San Gabriel) and Southern California Edison Company (Edison) served prepared testimony setting forth their comments on the staff proposal. The Los Angeles County Fire Department filed comments on the proposals of the parties. The staff served its comments and proposed briefs on December 17, 1981 and its fourth revised draft on January 11, 1982.

#### Hearing

Two additional water utilities and one additional fire district appeared at hearing. A staff engineer testified about the proposed rule changes and a uniform fire hydrant service agreement.

As a result of the cross-examination of the staff, the president of San Gabriel did not present his prepared testimony, but only limited oral testimony that the cost of facilities to meet fire flow standards shall be advanced or contributed in accordance with the tariffs unless assumed by a fire protection agency in a written agreement.

Edison's manager of its Catalina District testified that it should have an exemption in the City of Avalon because of its understanding with the city that Edison does not assume responsibility to provide fire protection water service.

At hearing, February 8, 1982 was established as the date for any further comments by the parties on the cost of facilities proposed by San Gabriel and by the staff on service connections. Parties were given to February 18, 1982 to respond to the staff.

It further states that the wording of the staff is satisfactory; but the alternative is offered to meet the needs expressed by some water utilities.

The Los Angeles County Fire Department furnished written comments and recommended that:

"Except where advanced or contributed by a subdivider, developer or other requesting party, the cost of facilities needed to provide required fire flows shall be the responsibility of the utility, unless the fire protection agency agrees to assume these costs in a signed written agreement."

Further, it states its proposal closely corresponds to § 2713. It also states that in San Gabriel's proposal it is not clear if "the party requesting such facilities" could include fire protection agencies, and if "in accordance with the utility's tariffs" would be subject to § 2713.

The staff in written comments, following hearing, recommends that:

"Except as provided in Section VIII.1(b) below, the cost of facilities to meet the governing fire flow standards shall be advanced or contributed in accordance with the utility's tariffs by the party requesting such facilities, unless assumed by the fire protection agency pursuant to a signed written agreement."

Some respondents and fire protection agencies view the staff hearing exhibit as being difficult to understand and as conflicting with the Replacement of Mains paragraphs. Some respondents and the Fire Districts Association accept San Gabriel's proposal. In later comments, the Fire Districts Association believes that the reference in the above paragraph will create problems because a utility's tariffs are often not current and would lead to a situation where the developer would not be required to pay for the improvement.

The staff proposed revisions including those after hearing clarify the wording and are consistent with § 2713.

3. The water supply requirements standard that the combined flow from sources of supply and storage capacity should be adequate for four consecutive days of maximum use is reasonable.

4. Changes in the service connection rule set forth clearly when a utility may charge a customer and when there is no separate charge, and are reasonable.

5. The changes to the Fire Protection Standards:

- a. Conform with § 2713.
- b. Eliminate charges against fire protection agencies unless there is a written agreement.
- c. Provide that utilities may recover unreimbursed fire protection standards expenses in ratemaking proceedings.
- d. Provide that flow standards of local fire protection agencies govern.
- e. Clarify language about responsibility of cost of facilities, replacement of mains, and other matters.
- f. Encourage written fire hydrant service agreements setting forth the responsibilities.
- g. Adopt a uniform fire hydrant service agreement as an acceptable standard form of agreement.

6. The termination of service issue is not ready for submission.

Conclusions of Law

1. GO 103 should be revised to read as set forth in Appendix B.
2. A uniform fire hydrant service agreement should be adopted as an acceptable standard form of agreement as set forth in Appendix C.
3. OIR 7 should remain open.

INTERIM ORDER

IT IS ORDERED that:

1. General Order 103, Rules Governing Water Service Including Minimum Standards for Design and Construction, is amended to read as set forth in Appendix B.

APPENDIX B  
Page 2

Section VIII. FIRE PROTECTION STANDARDS is amended to read as follows:

1. Design Requirement. The flow standards for public fire protection purposes set forth below are those the Commission considers appropriate for application on an average state-wide basis. However, the Commission recognizes that there are widely varying conditions bearing on fire protection throughout the urban, suburban, and rural areas of California. Therefore, the standards prescribed by the local fire protection agency or other prevailing local governmental agency will govern. Such local flow standards shall be provided whether greater or lesser than those set forth below, except that mains designed for and capable of providing flows in excess of the requirements set forth in the following table opposite the classification of land use shall be considered mains providing excess flow for the purpose of the application of the utility's main extension rule.

- (a) Initial Construction, Extension, or Modification. In the initial construction, extension, or modification of a water system, any one of which is required to serve (a) a new applicant or (b) a change in use, the facilities constructed, extended, or modified shall be designed to be capable of providing, for a sustained period of at least two hours, in addition to the requirements of the average daily demand within the area to be served, the minimum flow requirements set forth below opposite the classification of land use to be served, or such other fire flow, either higher or lower, as determined either necessary or adequate by appropriate local governmental agency.

<u>Land Use</u>	<u>Minimum Flow</u>
1. Rural, residential with a lot density of two or less per acre primarily for recreational and/or parttime occupancy.	250 gpm
2. Lot density of less than one single-family residential unit per acre.	500 gpm
3. Lot Density of one or two single-family residential units per acre.	750 gpm

APPENDIX B  
Page 3

- |                                                                                                        |           |
|--------------------------------------------------------------------------------------------------------|-----------|
| 4. Lot density of three or more single-family residential units per acre, including mobile home parks. | 1,000 gpm |
| 5. Duplex residential units, neighborhood business of one story.                                       | 1,500 gpm |
| 6. Multiple residential, one and two stories; light commercial or light industrial.                    | 2,000 gpm |
| 7. Multiple residential three stories or higher; heavy commercial or heavy industrial.                 | 2,500 gpm |

Except as provided in Section VIII 1. (b) below, cost of facilities to meet the governing fire flow standards shall be advanced or contributed in accordance with the utility's tariffs by the party requesting such facilities, unless assumed by the fire protection agency under a signed written agreement.

An existing main which is adequate to provide residential, commercial, or industrial service, but is not sized for the required fire flow, need not be modified for an additional service connection of the same land use classification when no main extension is involved, unless local authority determines that there is increased exposure of life and property to fire hazards.

Modification of a main to meet requirements set forth under "Land Use" is required for a new land use requiring higher fire flow. No modification is required when existing apartments, receiving service, are converted to condominiums without change of use unless higher fire flows are required by a government agency.

(b) Replacement of Mains. The utility shall not be responsible for modifying or replacing at its expense an existing main, which is otherwise adequate, to provide increased fire flow. However, when the utility initiates the replacement of an existing main the replacement main, if used or useful for fire protection purposes, shall be constructed at the expense of the utility and be sized to accommodate the governing fire flow standard.



7. Fire Agency shall be responsible for the cost of only those hydrant installations and upgrades which have been designated in writing by Fire Agency. Fire Agency may elect to contract with Water Purveyor for providing the work, materials, and supervision required in connection with any installations and upgrades designated on the preceding sentence.

8. All public fire hydrant installations installed on the water system shall be the property of Water Purveyor.

9. Water Purveyor will notify Fire Agency when new hydrants ordered by Fire Agency are placed in service by Water Purveyor, and Fire Agency will notify Water Purveyor when hydrants installed by Fire Agency are to be placed in service. Water Purveyor will notify Fire Agency of any fire hydrants that are out of service due to construction or repair of any part of the system.

10. Fire Agency may accomplish such minor maintenance to the fire hydrants as does not require special knowledge or tools. Such maintenance shall only include replacement of hydrant caps, hydrant pentagon nuts, locking nuts, tightening of the packing, removal of weeds around the hydrant, and such other minor maintenance as Fire Agency and Water Purveyor may mutually agree upon.