

ORIGINAL

Decision No. 87613 JUL 19 1977

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

LUTHER LEE and CLARA LEE,  
Complainants,

vs.

CABAZON WATER COMPANY,  
Defendant.

Case No. 10239  
(Filed January 14, 1977)

Clara Lee, for complainants.  
Spencer St. Clair, Attorney at  
Law, for defendant.  
Joseph F. Young, for the Commission  
staff.

O P I N I O N

The complainants are provided water for irrigation purposes by the defendant. The complainants allege that the previous owners of their real property were charged only \$3.00 per month for water for irrigation purposes, but the complainants are charged three times this much for such water; that the defendant permits water destined for the complainants' property to be diverted into a flood control channel and wasted; and because of this diversion and leaks in the water line, the complainants receive only about one-fourth of the amount of water for which they are billed. The complainants seek an order requiring the defendant to cease and desist from wasting water into the flood control channel; to repair the leaks in the water line; to require the defendant to provide reasonably efficient service to the complainants; to adjust the present rates according to the amount of water

actually received by the complainants; to review and adjust prior bills of the defendant so that the complainants will only be required to pay the proper rate for the amount of water received; and to order reparation for the complainants for the amount of the overcharge.

The defendant alleges that the increase in rates to the complainants is not improper in that service to the prior owners of the complainants' property was provided on an intermittent basis while service to the complainants has been on a continuous basis; the charges for water are based on a measured overflow of water on the complainants' property and the charges are proper; that although water which could possibly be used on the complainants' property can be or may be discharged into the flood control channel, there is no negligence on the defendant's part and the defendant denies that water is wasted in any manner; and the defendant denies that the complainants are being billed for more water than they have received and alleges that the complainants are receiving twice the amount of water for which they have been billed. The defendant requests that the relief requested by the complainants be denied.

A hearing was held in Los Angeles on June 10, 1977 before Administrative Law Judge James D. Tante and the case was submitted on that date.

Clara Lee, one of the complainants, testified for the complainants.

Exhibit 1, a copy of certain bills, was marked for identification only and not received in evidence; Exhibit 2, the staff report; Exhibits 3A-3F, six photographs; Exhibit 4, a new tariff sheet entitled Schedule No. 4; and Exhibit 5, a new tariff sheet entitled Schedule No. 2 were received in evidence.

On August 4, 1976 the defendant sent a bill to the complainants covering the period January 1, 1975 to July 31, 1976 for \$684. The defendant stated that the bill was based on a measured amount of water passing over a weir in a weir box.<sup>1/</sup> Since the tariff provides that irrigation water is sold for \$.60 per miner's inch, the defendant maintained that the appropriate charge should be \$1.20 per day based on a measured flow rate of two miner's inches. On a monthly basis this equals \$36 and for the 19-month period, equals \$684. The complainants have paid one-half of the \$684, or \$342, and contend that at a reasonable rate of \$12 per month during the period, the complainants would be entitled to reparation in the sum of \$114.

The complainants have made no payment for water for a period of ten months up to May 31, 1977, and at a rate of \$12 per month would owe the defendant \$120.

The defendant has only one irrigation water customer in addition to the complainants.

The parties stipulated and agreed that the complainants are not liable to the defendant in any sum whatever for water service prior to May 31, 1977 and that the defendant is not liable to the complainants or either of them for reparation in any amount up to and including May 31, 1977.

The parties further stipulated and agreed that the defendant would make a reasonable effort to provide the complainants with surplus water for irrigation purposes and that the defendant

---

<sup>1/</sup> A wooden or concrete box, oblong in shape and open at both ends which is set lengthwise in a canal and in which a weir for the measurement of irrigation water is set crosswise.

C.10239 IV /kd

would charge and the complainants would pay the sum of \$12 per calendar month for such water. The parties further stipulated that Exhibits 4 and 5 may be and will be filed as recommended by the staff, in order to effect the terms and conditions of the agreement of the parties, and that no other issue need be decided.

The Commission finds that the stipulations of the parties are reasonable, are in the best interest of the public, approves the same, and concludes that Exhibits 5 and 4, attached hereto as Appendix A and B respectively, shall be filed by the defendant, and that this order should be effective on the date hereof.

O R D E R

IT IS ORDERED that Appendices A and B attached hereto shall be filed by the defendant within thirty days of the effective date of this order and shall be effective as of June 1, 1977.

The effective date of this order is the date hereof.

Dated at San Francisco, California, this 19<sup>th</sup> day of JULY, 1977.

*Robertain*  
*Plaine Debrich*

*Robert Bateman*  
President  
*William J. ...*  
*...*  
*Richard A. ...*

Commissioners

APPENDIX A

Schedule No. 2

IRRIGATION SERVICE

APPLICABILITY

Applicable to irrigation service rendered to Carl Benson and his successors in interest. (C)

TERRITORY

The 10 acres owned by Carl Benson located in the vicinity of Cabazon, Riverside County. (C)

RATES

	<u>Monthly Flat Rate</u>
For all irrigation water delivered per miner's inch per 24-hour run ....	\$ 0.60

The term "miner's inch" as used herein denotes one-fiftieth of a second-foot.

Schedule No. 4

SALE OF SURPLUS IRRIGATION WATER

APPLICABILITY

Applicable only to water furnished for irrigation service rendered to Luther Lee, and his successors in interest, subject to the availability of surplus water.

TERRITORY

The 5 acres owned by Luther Lee located in the vicinity of Cabazon, Riverside County.

RATE

	<u>Monthly Flat Rate</u>
For connection to the irrigation supply system .....	\$12.00

SPECIAL CONDITIONS

1. This service is further subject to demands of regular domestic service customers.
2. Irrigation water rendered under this schedule shall be restricted to one service connection and to surplus water routinely available under normal conditions.
3. Request for service shall be made at least 5 days prior to the beginning of each calendar month.

(Continued)

Schedule No. 4

SALE OF SURPLUS IRRIGATION WATER

SPECIAL CONDITIONS - Contd.

4. Service shall be rendered only on a calendar monthly basis.

5. Surplus Irrigation Water is untreated non-potable water and is to be used only for irrigation purposes of the 5 acres owned by Luther Lee.