

Decision No. 89584

OCT 31 1978

ORIGINAL

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

COPP PAVING CO., INC.,

Complainant,

vs.

COUNTY WATER COMPANY,

Defendant.

Case No. 10571
(Filed May 15, 1978)

Ernest A. Copp, for himself,
complainant.
J. A. Erickson, for defendant.

O P I N I O N

This case involves, among other things, a dispute between Copp Paving Company, Inc. (Copp Paving), and County Water Company (County Water) over a bill for water service provided to Copp Paving by County Water. A hearing was held in Los Angeles, California, on August 18, 1978 before Administrative Law Judge Charles E. Mattson.

On June 9, 1977 the Los Angeles County Road Department held a meeting at the jobsite of a street improvement project contracted to Copp Paving. The president of County Water was present and advised that its 8-inch main was clear of the jobsite. County Water was to supply water for the construction job.

In June 1977 County Water failed to supply a water meter when requested to do so by Copp Paving. Copp Paving subsequently used water from a hydrant without a meter.

On June 30, 1977 Copp Paving broke a water main. The break was caused by the presence of a 2-inch line in the jobsite. County Water and Copp Paving did not know that County Water's 2-inch line was in the jobsite. Copp Paving billed County Water for \$627 for downtime of equipment and crew (the jobsite was flooded).

On October 11, 1977 County Water billed Copp Paving \$727 for water service. On December 16, 1977 Copp Paving, based on the aforementioned downtime, sued County Water in small claims court. County Water did not appear. Copp Paving received a judgment (now final) of \$627.

On May 15, 1978 Copp Paving filed its complaint with this Commission. Copp Paving disputes the amount billed for water service. County Water did not account for the \$727 bill of October 11, 1978 at the hearing, but rather claimed that the amount due was \$700, calculated as follows:

<u>64,500 square feet of street work</u>	
100 square feet at 20¢, 645 x .20 =	\$129
1,000 square feet at 50¢ =	<u>129</u>
	\$258
Double for second half of street work =	<u>\$258</u>
Total	\$516
Main break, broken services, water loss =	<u>\$184</u>
Total Billed	\$700

The above bill does not properly apply to Schedule No. CW-4, Construction Flat Rates, of County Water. That schedule clearly provides that "[f]or use of water in large or variable quantities the water shall be metered and charged for at the applicable general metered rates". We find that Copp Paving had requested a meter, and was entitled to metered rates. County Water failed to supply a meter after a timely request for such service. We therefore must estimate the amount of water provided.

In making an estimate we will employ a method suggested by the complainant. Defendant performed two similar jobs for which both the amount of water provided and the amount of rock base used were recorded. By comparing the amount of rock base used in the job in question with the amount used in the two other jobs we may arrive at a reasonable estimate of the water provided to the complainant. (We know of nothing to suggest that the use of one commodity is not proportionate to the use of the other.) Employing this method we conclude that defendant provided the complainant with approximately 100 Ccf of water for which defendant may charge \$66.45 (including an allowance for a meter charge). Complainant should not be charged for the water lost when the 2-inch main broke.

Findings

1. Complainant Copp Paving requested metered service for a construction job in June and July 1977. Defendant County Water failed to supply requested metered service.

2. Copp Paving used 70 Ccf of water for mix with 6,184 tons of rock base for construction in the city of South Gate, and 269 Ccf of water for mix with 18,644 tons of rock base for construction in the city of Long Beach.

3. The South Gate and Long Beach construction work was similar to the construction job involved in this case. A reasonable estimate is that complainant used 100 Ccf of water to mix with 7,493 tons of rock base on the construction job.

4. The reasonable charge for water service to complainant is \$66.45. Defendant's purported charges in excess of \$66.45 are unreasonable and excessive.

5. Copp Paving was not advised by defendant that a 2-inch main was in the construction site. Therefore, Copp Paving should not be liable for water loss that occurred when it struck defendant's 2-inch main.

6. Copp Paving has obtained a small claims court judgment against County Water of \$627 for its losses arising from flooding from a broken main.

Conclusions

1. Defendant County Water's reasonable charges for water service supplied to complainant for a construction job in June and July 1977 are \$66.45.

2. Defendant is not entitled to increase its billing for water service in excess of the rates and charges set forth in its filed tariffs.

O R D E R

IT IS ORDERED that County Water Company will charge Copp Paving Co., Inc., \$66.45 for water service provided for a construction job in June and July 1977.

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

Dated at San Francisco, California, this 31st day of OCTOBER, 1978.

Robert Bateman
President

William Lyons

George L. Altman

Michael D. Koval

Clair T. Smith
Commissioners