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BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of Application of Odd Fellows Sierra Recreation Association, a California corporation, and Sierra Park Water Company, Inc., a California corporation, for Certificate of Public Convenience and Necessity to Operate a Public Utility Water System near Long Barn, Tuolumne County, California and to Establish Rates for Service and for Sierra Park Water Company, Inc. to Issue Stock.

Application 13-09-023
(Filed September 20, 2013)

And Related Matter.

Case 12-03-017

Administrative Law Judge's Ruling to Supplement the Record

Pursuant to this ruling, Sierra Park Water Company (Water Company) is required to provide the information below to supplement the record relating to claims in its "Petition for Modification of Decision (D.) 16-01-047" filed January 26, 2017. In D.16-01-047, the Commission conditionally granted a Certificate of Public Convenience and Necessity (CPCN) to Water Company, a creation by Odd Fellows Sierra Recreation Association (Odd Fellows). The conditional CPCN was subject to the transfer from Odd Fellows "at no expense to Water Company's customers, all of the relevant water service-related assets including land and legal rights" necessary to make Water Company a whole and functionally viable service provider.¹

¹ D.16-01-047 at 6-7.

In its petition, Water Company requests modification of D.16-01-047 to allow for “long-term leases or easements” instead of legal title transfer of the land on which the relevant utility-related assets are located. Before the Commission acts upon this matter, Water Company is directed to supply the following additional information:

Water Company makes several claims beginning on page 2 through the second paragraph of page 4 of its petition, but provides no citations to the record nor any affidavit or sworn declaration to support these claims. In this regard, Commission Rule 16.4(b) provides:

A petition for modification of a Commission decision must concisely state the justification for the requested relief and must propose specific wording to carry out all requested modifications to the decision. Any factual allegations must be supported with specific citations to the record in the proceeding or to matters that may be officially noticed. Allegations of new or changed facts must be supported by an appropriate declaration or affidavit.

Accordingly, in support of the factual claims made in its pleading, Water Company must provide citations to the record or to matters that may be officially noticed. For allegations of new or changed facts not in the record, Water Company must provide a sworn declaration or an affidavit of a responsible representative to support each allegation of any new or changed facts.

Among the claims alleged by Water Company is the statement that “the cost for surveying, filing, etc. is estimated to be over \$10,000 for each property to be sold or transferred. “Water Company must identify the total number of separate properties to be sold or transferred, and as a result, the total dollar figure associated with the “cost for surveying, filing, etc.” associated with this total number of separate properties to be sold or transferred.

Water Company claims, at page 4 of the petition, that “either long term no-charge lease or easement” are options that “would provide unfettered access to the Corp Yard, Shop and Lodge (hereafter together called the ‘premises’) at no cost to Water Company’s customers.” Water Company however, provides no details concerning the specific contractual rights, restrictions, or obligations which would apply to any contracting party for the applicable lease or easement.

Water Company must provide a proposed lease and proposed easement stating all specific contractual terms that would apply with respect to any applicable lease or easement, including rights, restrictions, obligations with respect to each contracting party, and the specific length of time that the proposed “long-term” lease or easement would remain in effect.

Water Company must specify how, if at all, under the proposed lease or easement terms, the Water Company would avoid additional costs or service impairment to customers once any applicable “long-term” lease or easement ends.

Rather than limiting the lease or easement term to a specific number of years, Water Company shall brief what legal or practical constraints, if any, would apply in extending a lease or easement “into perpetuity” without an end point as long as Water Company or any successor company continues to serve water customers.

Additionally, a “Response to the Petition for Modification” filed February 3, 2017 states Odd Fellows recently received a loan encumbering the property. Therefore, the Water Company shall identify all encumbrances of the property on which it intends to obtain a lease or easement and the effect of any such encumbrance on the Water Company’s proposed interest in the property.

Therefore, **IT IS RULED** that the Sierra Park Water Company is required to provide the information set forth above to supplement the record relating to claims in the "Petition for Modification of Decision 16-01-047" filed January 26, 2017. The responsive information shall be filed and served within 30 days of the date of this ruling.

Dated February 10, 2017, at San Francisco, California.

 /s/ ERIC WILDGRUBE
Eric Wildgrube
Administrative Law Judge