

Decision No. 23648.

ORIGINAL

BEFORE THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application of)
 PACIFIC GAS AND ELECTRIC COMPANY,)
 a corporation, and EL DORADO IRRIGATION)
 DISTRICT, an irrigation district duly)
 created and existing under and by vir-)
 tue of the laws of the State of Cali-)
 fornia, for an order of the Railroad)
 Commission approving a certain agree-)
 ment (Exhibit A) entered into by and)
 between the applicants herein.)

Application No. 17302

C. P. Cutten, for Pacific Gas and Electric Company;

Thomas Maul, for El Dorado Irrigation District.

BY THE COMMISSION:

O P I N I O N

Pacific Gas and Electric Company and El Dorado Irrigation District ask the Commission to approve the agreement filed in this proceeding as Exhibit "A".

The agreement to which reference has been made provides that during the period from June 1, 1931 to September 30, 1931 inclusive, the Pacific Gas and Electric Company will, in addition to the quantities of water specified in the agreement dated May 31, 1919, sell and deliver to the El Dorado Irrigation District at the price hereinafter specified, up to but not exceeding seven and one half cubic feet of water per second per day for irrigation purposes by the district during said period; provided, however, that if during said period said district shall resume construction work in the enlargement of its reservoir, it may use said additional quantity of

water in such construction work before applying it to irrigation purposes. For all water delivered by the Pacific Gas and Electric Company, under the provisions of the proposed agreement, the district shall pay to the company at the rate of twenty cents per miner's inch per day. The payment shall be made at the times and in the manner specified in the contract of May 31, 1919, and upon the presentation of a bill therefor. The agreement further provides that it is mutually understood between the parties, and the district so agrees, that the agreement with respect to said additional quantity of water is temporary/^{only}and that by entering into it, Pacific Gas and Electric Company shall not be deemed or held to have dedicated such additional quantity of water or any portion thereof to the public use of the district, and that upon the expiration of the aforesaid period Pacific Gas and Electric Company shall resume the use thereof through its power plant. It is further provided that the proposed agreement shall not in any manner or to any extent be deemed to alter the agreement of May 31, 1919.

The El Dorado Irrigation District which joins in this application, is not so far as we are aware, subject to the jurisdiction of the Railroad Commission. It and the Pacific Gas and Electric Company have agreed upon the aforementioned rate to be paid by the district. By authorizing the execution of the agreement referred to in the following order, we are not passing upon the reasonableness of the rate referred to therein.

ORDER

The Commission has considered the request of applicants and is of the opinion that this is not a matter in which a public hearing is necessary and that applicants' requests should be granted, therefore,

IT IS HEREBY ORDERED, that Pacific Gas and Electric Company and El Dorado Irrigation District be, and they are hereby, authorized to execute an agreement in the same form as the agreement filed in this proceeding as Exhibit "A".

IT IS HEREBY FURTHER ORDERED, that Pacific Gas and Electric Company shall file with the Commission, within thirty days after the execution of said agreement, two certified copies of said agreement.

IT IS HEREBY FURTHER ORDERED, that the authority herein granted shall become effective twenty (20) days after the date hereof.

DATED at San Francisco, California, this 7th day of May, 1931.

C. J. Deery
Leon A. Whittell
M. H. Ann
W. B. Kinn
Frederic G. Stewart
Commissioners.