

Decision No. 31282

ORIGINAL

BEFORE THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA

In the matter of the application of
PACIFIC GAS AND ELECTRIC COMPANY and
ALABAMA CALIFORNIA GOLD MINES COMPANY
for an order of the Railroad Commission
of the State of California authorizing
applicants to enter into a written
agreement in words and figures as
written in the form therefor which is
annexed hereto.

Application No. 22203

BY THE COMMISSION:

ORDER

In this application Pacific Gas and Electric Company, a corporation, and Alabama California Gold Mines Company ask for permission to cancel a former agreement approved by this Commission in Decision No. 27631, dated December 22, 1934, and for authority to enter into a new agreement substantially in accordance with the words and figures as written in the form therefor marked Exhibit "A" of Exhibit No. 1 attached to the application herein, said agreement providing, among other things, for the sale and delivery to said Alabama California Gold Mines Company for mining purposes in the vicinity of Penryn, Placer County, when and if available, of surplus water in Pacific Gas and Electric Company's Red Ravine Canal not exceeding a flow of ten (10) miner's inches of water⁽¹⁾ to be paid

1. A miner's inch for the purpose of this proceeding shall mean a continuous flow of water equivalent to 1.5 cubic feet per minute.

for at the rate of sixteen cents (16¢) per miner's inch day⁽²⁾.

It is interpreted that this is a definite term contract for a period of one year dating from and after July 15, 1938, and that the clause " * * * and thereafter until terminated at the election of either Pacific or Miner by service on the other party of written notice to that effect thirty (30) days in advance of the date on which such termination shall become effective" is inserted essentially to provide time for the renewing of the agreement and securing authorization, so there may be no period in which there is no agreement in force. The Commission so views the aforesaid indefinite term clause and in subsequent agreements it is suggested that such clause be changed to read substantially as follows:

"and shall continue thereafter from month to month for a period not exceeding six (6) months, provided, however, that either party hereto shall have the right to terminate this contract at the initial term hereof or at any subsequent thirty (30) day period upon written notice to that effect twenty (20) days prior to such termination date."

Inasmuch as both parties are agreeable to the signing of the proposed agreement, and it appearing that this is not a matter in which a public hearing is necessary, now, therefore,

IT IS HEREBY ORDERED that Pacific Gas and Electric Company, a corporation, and Alabama California Gold Mines Company be and they are hereby authorized to enter into a new agreement for the delivery of surplus water under substantially the same terms and conditions as are set forth in the form of agreement marked

2. For the purpose of this proceeding a miner's inch day shall mean one miner's inch as heretofore defined flowing for a period of twenty-four hours.

Exhibit "A" of Exhibit No. 1 attached to the application herein and made a part hereof by reference.

IT IS HEREBY FURTHER ORDERED that Pacific Gas and Electric Company, a corporation, file with this Commission, within thirty (30) days from the date of this Order, two certified copies of said agreement as finally consummated.

The authority herein granted shall become effective on the date hereof.

Dated at San Francisco, California, this 19th day of September, 1938.

Raymond A. Healy
Leonard J. Healy
Frank R. Healy
Ray & Riley
Commissioners.