

Decision No. 32234

BEFORE THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA

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

ORIGINAL

Application No. 22888

BY THE COMMISSION:

O R D E R

In this application Pacific Gas and Electric Company, a corporation, asks for authority to enter into an agreement with Panob Gold Dredging Company, a Miner, 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 the said Panob Gold Dredging Company if and as requested by the latter so to do, as an accommodation and without dedication of same to public use, of such quantity of excess water as the Pacific Gas and Electric Company may have available in its Penryn Canal not to exceed a flow of 20 miners' inches⁽¹⁾ for dredging operations on its 85 acres located in the southeast quar-

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

ter (SE $\frac{1}{4}$) of the northwest quarter (NW $\frac{1}{4}$) and portions of the west half (W $\frac{1}{2}$) and the northeast quarter (NE $\frac{1}{4}$) of the northeast quarter (NE $\frac{1}{4}$) of Section 34, Township 12 North, Range 7 East, MDB&M, in Placer County, provided that Miner Panob Gold Dredging Company shall take water in units of not less than five (5) miners' inches flowing continuously for not less than ten consecutive days, said water to be paid for at the rate of 16¢ per miner's inch day. (2)

Unless otherwise terminated as provided therein this agreement shall be effective for a period of two (2) years and thereafter from month to month for a period not exceeding six (6) months provided, however, that either party shall have the right to terminate the agreement at the end of the initial term or of any subsequent 30-day period by service on the other party of a written notice to that effect 20 days in advance of the date on which such termination shall become effective.

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, be and it is hereby authorized to enter into an agreement for the sale and delivery of excess water to Panob Gold Dredging Company under the same terms and conditions substantially as set forth in the form agreement marked Exhibit "A" of Exhibit No. 1 which is 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 sixty (60) days from the date of this Order, two certified copies

(2) A miner's inch day shall mean one miner's inch as heretofore defined flowing for a period of twenty-four hours.

of said agreement as finally consummated.

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

Dated at San Francisco, California, this 7th day of August, 1939.

Rafaela Vasquez
Frank R. Smith
[Signature]
Justus J. Casner
(Commissioners)