

Decision No. 44977

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the matter of the application of
 PACIFIC GAS AND ELECTRIC COMPANY, a
 corporation, for an order of the Public
 Utilities Commission of the State of
 California granting and conferring upon
 applicant all necessary permission and
 authority to carry out the terms and
 conditions of a written contract with
 FREMONT SAWMILL COMPANY, an Oregon
 corporation, LAKEVIEW LOGGING COMPANY,
 a Nevada corporation, and MAC DONALD
 LOGGING COMPANY, a California corporation
 (collectively engaged in a joint venture),
 doing business under the fictitious name
 and style of SHINGLETOWN SAWMILL, dated
 July 28, 1950 (Exhibit No. 1 hereof.)
 (Water)

Application No. 31818.

O P I N I O N

In this application Pacific Gas and Electric Company asks for authority to carry out the terms of an agreement, dated July 28, 1950, with Fremont Sawmill Company, an Oregon corporation, Lakeview Logging Company, a Nevada corporation, and J. T. McDonald Logging Company, a California corporation, collectively engaged in a joint venture under the fictitious name of Shingletown Sawmill, by which Pacific will sell water to Shingletown Sawmill for operation of its sawmill located in Section 33 of Township 31 North, Range 1 East, MDB&M, Shasta County, California. A copy of the agreement is attached to the application as Exhibit No. 1 thereof.

Under the terms of the contract Pacific will supply untreated surplus water from its Shingle Creek Ditch, as said water may be available in said ditch, over and above the needs of its own hydroelectric system. No dedication of such water, or any portion thereof, to any public use is being made or is intended. The

supply is solely for the accommodation of the Shingletown Sawmill and will be delivered by diversion from said ditch into the sawmill pipe line. For all water delivered, the sawmill will pay a monthly maximum demand charge at the rate of \$7.50 per miner's inch, plus a quantity charge at the rate of 25 cents per miner's inch day as defined in the agreement. The maximum demand shall be the maximum rate of flow, measured in miner's inches, reached within any one month. The agreement is effective upon its execution by the parties and may be terminated after 180 days' notice. It contains a provision that it shall at all times be subject to change or modification by this Commission in the exercise of its jurisdiction. An order will be entered granting applicant's request.

O R D E R

The Commission having considered the request of applicant and being of the opinion that the application should be granted and that a public hearing is not necessary,

IT IS HEREBY ORDERED that Pacific Gas and Electric Company be and it is authorized to carry out the terms of the written contract dated July 28, 1950, with Fremont Sawmill Company, Lakeview Logging Company, and J. T. McDonald Logging Company (Shingletown Sawmill) and to render the service described under the terms, charges and conditions stated therein.

IT IS HEREBY FURTHER ORDERED that applicant shall file with this Commission, within thirty (30) days after the effective date of this order, two (2) certified copies of the contract as executed, together with a statement of the date on which it is deemed to have become effective; further, applicant shall notify

this Commission of the date of termination of said contract within thirty (30) days after said date of termination.

The effective date of this order shall be twenty (20) days after the date hereof.

Dated at San Francisco, California, this 8th day of November, 1950.

R. F. [Signature]
Justice J. Casper
August [Signature]
Harold P. Hills
Respectfully [Signature]
Commissioners.