



in lieu of such water from the West Branch of the North Fork of the Feather River as Pacific is obligated to deliver to California under Commission Decision No. 29398 in Application No. 13429 and Case No. 3292; and, (e) after all obligations to California have been fulfilled, the delivery of water to California at Coal Canyon tailrace for redelivery to Table and Thermalito for use by them in their respective districts.

Under the terms of the agreement the charges to be paid by Pacific for water withdrawn from Wilenor Reservoir are to be divided on the basis of 55 per cent to Table and 45 per cent to Thermalito. The agreement further provides separate rates for the specific services indicated above varying from \$0.365 to \$1.00 per acre foot to be applied to water used.

Charges accrued against Pacific at the rates indicated above are to be reduced by the charges which Table is obligated to pay Pacific for water redelivered to it by Pacific subsequent to the latter's use of the water to generate power in Lime Saddle Power House. The rate to be applied to the water so redelivered is to be \$1.15 per acre foot.

Pacific is to be the sole judge as to the available capacity in its Miocene Canal and Table and Thermalito are to be the sole judges as to when water is available from Wilenor Reservoir.

The agreement provides that it is to become effective on the date of an order of the Commission authorizing Pacific to carry out the terms and conditions thereof and is to continue in effect for three years from the effective date and thereafter from year to year — until canceled by any of the parties thereto upon one year's written notice to each of the other parties.

Although neither the application nor the agreement so states, it is to be understood that in authorizing its terms the agreement

shall at all times be subject to change or modification by this Commission in the exercise of its jurisdiction and the order will so provide. The Commission having considered the request of applicant and being of the opinion that the agreement as proposed is not adverse to the public interest, that a public hearing is not necessary and that the application should be granted; therefore,

IT IS HEREBY ORDERED that applicant be and it is authorized to carry out the terms of the written agreement, dated December 6, 1955, with Table Mountain Irrigation District and Thermalito Irrigation District and to render the service under the rates, terms, charges and conditions described therein subject to the revision of the agreement to include substantially the following provision:

"This contract shall at all times be subject to such changes or modifications by the California Public Utilities Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction."

IT IS HEREBY FURTHER ORDERED that:

1. Applicant shall file with the Commission within thirty days after the effective date of this order, two certified copies of the revised agreement as hereinabove provided, together with a statement of the date on which the revised agreement is deemed to have become effective.
2. Applicant shall notify this Commission of the date of termination of said revised contract within thirty days from and after said date of termination.

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

Dated at San Francisco, California, this 27<sup>th</sup> day of March, 1956.

[Signature]  
 President  
[Signature]  
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 Commissioners