

Decision No. 20654

BEFORE THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA

ORIGINAL

In the matter of the application of PACIFIC GAS AND ELECTRIC COMPANY, a corporation, and DOWNTOWN MERCHANT'S ASSOCIATION, Oakland, 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. 21626

BY THE COMMISSION:

OPINION AND ORDER

In this application Pacific Gas and Electric Company and the Downtown Merchant's Association of Oakland, California request the Commission to authorize applicants to enter into a certain written agreement marked Exhibit "A," a copy of which is attached to and made a part of the application. This proposed agreement between Pacific Gas and Electric Company, sometimes hereinafter referred to as Pacific, and Downtown Merchant's Association, sometimes hereinafter referred to as Association, provides for the sale by Pacific and the purchase by Association of electric energy for decorative illumination in certain streets of the City of Oakland.

Some of the more important terms and conditions of said agreement may be here enumerated:

1. Pacific will deliver and Association will receive electric service at fifty-four service outlets, shown on map attached to the agreement, such service outlets to be installed at the sole expense of Association,
2. Pacific will own and maintain the service outlets, and
3. Pacific will operate switches at the outlets but Association to be billed for such services.
4. For such outlet facilities as are to be installed on foreign poles, the Association is to procure all permits necessary for the construction, operation, and maintenance without cost to Pacific.
5. The rate for electric energy provided in the agreement is as follows:

Service Charge	\$55.00 per month starting with delivery of service hereunder.
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Energy Charge (to be added to service charge)	1¢ per kilowatt-hour per month.
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The term of the agreement is five years from the date of completion of installation of said fifty-four service outlets hereinbefore referred to until terminated by thirty days' written notice given by either party thereto to the other of a desire for such termination.

The rates proposed to be charged and collected by applicant and paid by the customer are different and may be lower than the rates and charges contained in applicant's filed schedule for commercial lighting service. In view of the fact that the Association is providing the capital for the construction of the service outlets, a study of the rates offered do not reveal that said agreement is unreasonable or that the application of said agreement will constitute a burden upon

Pacific's other consumers. The proposed agreement also contains a statement that it shall at all times be subject to such modification as the Commission from time to time may direct in the exercise of its jurisdiction.

The Commission is of the opinion that a public hearing is not necessary and that the application should be granted, and good cause appearing,

IT IS HEREBY ORDERED that Pacific Gas and Electric Company be and it is hereby authorized to execute an agreement with Downtown Merchant's Association containing the same terms and provisions as the proposed agreement filed in this proceeding as Exhibit "A," and it is hereby further authorized to charge the rates set forth in said agreement for electric energy supplied to Downtown Merchant's Association at locations in the City of Oakland specified in the agreement. Pacific Gas and Electric Company shall file a copy of the executed agreement with the Commission within thirty days after its execution.

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

Dated at San Francisco, California, this 28th day of February, 1938.

William M. ...
Leon ...
Francis ...
Robert ...
Ray L. ...
Commissioners.