

Decision No. 21651

BEFORE THE RAILROAD 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 Railroad Commission authorizing applicant and CHARLES L. EAST to enter into a written agreement in words and figures as written in the form therefor which is annexed hereto.

ORIGINAL

Application No. 21651.

BY THE COMMISSION:

OPINION AND ORDER

This is an application of Pacific Gas and Electric Company for an order authorizing applicant corporation to enter into a written agreement relating to the sale and delivery of electric energy to Charles L. East, to be resold by the latter to his customers in rural and unincorporated territory, including Pepperwood, Shively, Holmes and Weott and vicinities thereto, in the County of Humboldt, State of California. A copy of said proposed agreement, marked Exhibit "A," is attached to and made a part of the application.

Under the terms and conditions set forth in the proposed agreement, Pacific Gas and Electric Company has agreed to sell and deliver and Charles L. East has agreed to purchase and receive all electric energy required for the operation of his public utility service and further agrees that no connection will be made with the electrical system of any other power company for the purpose of supplying standby or auxiliary service. Some of the more important features and conditions of said agreement may be here set forth:

All electric energy to be delivered and received shall be what is commonly designated as single phase, sixty cycle, alternating current, except as indicated below, and shall be delivered and metered at an electro-motive force of approximately 10,500 volts, slight variations in frequency and electro-motive force to be allowed.

It is understood and agreed, however, that Pacific Gas and Electric Company shall supply and Charles L. East shall prepare his facilities to receive and shall receive three phase service whenever his maximum demand shall exceed 100 kilowatts.

The rates to be charged and paid are in accordance with the following:

Demand Charge:

1st 50 KW or less maximum demand.....	\$90.00 per month
All excess KW.....	1.50 per KW

Energy Charge:

1st 150 KWH per KW per month.....	.9¢ per KWH
Next 250 " " " " " " .....	.7¢ " "
All Excess KWH .....	.6¢ " "

Special Conditions:

A - Demand:

The maximum demand in any month will be the average kilowatt delivery of the 30 minute interval in which such delivery is greater than in any other 30 minute interval in the month. The maximum demand to be used in computing charges on the above special rate will be the mean of the actual maximum so determined for the current month and the highest such demand occurring in the year ending with the current month.

B - Power Factor:

The total charge for any month as computed on the above rates will be decreased or increased, respectively, by 0.25% for each 1% that the average power factor of the customer's load in that month was greater than 85% or less than 75%, such average power factor to be computed (to the nearest whole number) from the ratio of lagging kilovolt-ampere-hours to kilowatt-hours consumed in the month.

The term of the proposed agreement is for a period of five years from and after the October, 1937, meter reading

date, and thereafter until terminated by thirty days' written notice of a desire for such termination given by either party. This proposed agreement will supersede and take the place of that certain agreement entered into by and between the parties hereto, bearing date of October 4, 1934, relating to the purchase and sale of electric energy.

While the rates and charges proposed in the agreement are different and at the present time higher than those contained in applicant's filed schedule governing resale power service, nevertheless they are believed not to be unreasonable under the conditions found and the costs obtaining in the rendering of this particular service.

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 said agreement is fair to all parties and that a public hearing in the matter is not necessary, and good cause appearing therefor;

IT IS ORDERED that Pacific Gas and Electric Company is hereby authorized, as to electric energy furnished to Charles L. East, from and after the October, 1937, meter reading, to charge said Charles L. East therefor at the rates specified in that certain proposed agreement attached as Exhibit "A" to the application, and under the terms and conditions set forth in that agreement.

Pacific Gas and Electric Company shall file a copy

of the executed agreement with the Commission within thirty (30) days after its execution.

Authority herein granted shall become effective on the date hereof.

Dated at San Francisco, California, this 7<sup>th</sup> day of March, 1938.

Walter Moore  
Leon Whisell  
Frank R. Devine  
Robert W. ...  
Ray S. Riley  
Commissioners.