

Decision No. 21691 -

BEFORE THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA.

In the matter of the application of PACIFIC GAS AND ELECTRIC COMPANY and WEAVERVILLE ELECTRIC COMPANY for an order of the Railroad Commission of the State of California authorizing applicants to enter into a written agreement in words and figures contained in the form therefor which is hereunto annexed, marked Exhibit "A" of Exhibit No. 1 hereof.

ORIGINAL

Application No. 21691.

BY THE COMMISSION:

OPINION AND ORDER

This is an application of the Pacific Gas and Electric Company and Weaverville Electric Company for an order authorizing applicants to enter into a proposed agreement relating to the sale and delivery of electric energy. A copy of said proposed agreement, marked Exhibit "A," is attached to and made a part of the application.

Under the terms and conditions as set forth in said agreement, Pacific Gas and Electric Company, hereinafter referred to as Pacific Company, agrees to sell and deliver and Weaverville Electric Company, hereinafter referred to as Customer, has agreed to purchase and receive all the electric energy required for the operation of its public utility business in the Town of Weaverville, Trinity County, California, and the territory immediately adjacent thereto. Some of the more important terms and conditions of said proposed agreement may be herein set forth:

All electric energy shall be delivered and received at the Customer's substation immediately adjacent to the Town of Weaverville and shall be three phase 60 cycle current at approximately 2200 volts, at which voltage it shall be metered.

The rate to be charged and paid is in accordance with the following schedule:

Demand Charge:

First	50 Kw	or less of maximum demand	- \$90.00	per month
Next	150 Kw	of maximum demand.....	1.50	per Kw
"	300	" " "	1.00	"
"	500	" " "75	"
All over	1000	" " "60	"

Plus

Energy Charge (to be added to Demand Charge):

First	150 KWH	per Kw per month.....	.80¢	per KWH
Next	250	" " "60¢	"
All Over	400	" " "55¢	"

Discounts:

The above rates are subject to a special discount allowed to assist in developing rural territory equal to 10 per cent times the ratio of Customer's kilowatt-hour sales for service rendered in rural (unincorporated) territory to the total kilowatt-hour sales. The discount to be applied for any calendar year will be based on the previous year's sales of Customer.

Demand:

The maximum demand in any month will be the average kilowatt delivery of the thirty minute interval in which the consumption of electric energy is greater than in any other thirty minute interval in the month. The maximum demand on which the demand charge and energy block will be based will not be less than 50 per cent of the greatest maximum demand occurring during the eleven preceding months.

Any demand occurring between the hours of 11:00 P.M. and 6 A.M. of the following day will not be considered in computing the charges under this schedule.

The term of the proposed agreement is for three years from and after the regular August, 1937, meter reading date and thereafter until terminated by thirty (30) days' written notice given by either party. This proposed agreement will supersede an existing agreement of like import between the parties hereto dated September 25, 1934.

The rates and charges in the proposed agreement are those which were in effect on Pacific Company's system under its regular resale tariff before the new filing made in September, 1937. Due to the peculiar operating characteristics of Customer's system at the present time it works out that the old rate may be more favorable than the new and this proposed agreement accords the Customer the assurance that there will be no increase brought about because of the filing of the new resale rate referred to herein.

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 Weaverville Electric Company, from and after the August, 1937, meter reading, to charge said Weaverville Electric Company therefor at the rates specified in that certain proposed agreement attached as Exhibit "A" to 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 7th day of March, 1938.

William H. Hall
Leon Whittell
Frank Newman
Robert W. Rife
W. L. Rife
Commissioners.