

Decision No. 34253

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 of the State of California authorizing applicant to enter into a written agreement with CALIFORNIA PACKING CORPORATION, in words and figures as written in the form therefor which is annexed hereto.

ORIGINAL

Application No. 23382

BY THE COMMISSION:

OPINION AND ORDER

In this application Pacific Gas and Electric Company, hereinafter sometimes referred to as Applicant, requests authority to enter into a written agreement with California Packing Corporation, hereinafter sometimes called Customer, relating to the sale and delivery of surplus natural gas for fuel purposes in the operation of Customer's high pressure boilers (1050 h.p. rated capacity) at the latter's plant located at Sacramento, California. A copy of the proposed agreement marked Exhibit "A" is attached to and made a part of the application.

Some of the more important features and conditions of said proposed agreement may be set forth. Applicant agrees, if and when it shall have surplus gas available to sell and deliver to Customer and the latter agrees to purchase from the former, such quantities of the same as shall during the terms of the agreement be required for fuel purposes in Customer's plant; and further, that Customer will use surplus gas as the exclusive fuel in the operation of said plant.

The proposed agreement shall supersede the agreement between the two parties dated January 23, 1933.

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

First 7,500,000 cu.ft. per month	- 16.6¢ per 1000 cu.ft.
Next 7,500,000 cu.ft. per month	- 14.6¢ per 1000 cu.ft.
All excess cu.ft. per month	- 14.1¢ per 1000 cu.ft.

The above rates are subject to adjustment based upon the price of fuel oil, and an annual minimum payment of \$12,000, payable at the rate of \$1,000 per month is provided for in the proposed agreement.

The term of the proposed agreement is for the period of one (1) year from and after March 1, 1940 and shall continue thereafter from year to year, provided, however, that either party hereto shall have the right to terminate said agreement at the expiration of the initial term thereof or any subsequent contractual year by giving the other written notice to that effect at least thirty (30) days prior to said termination date.

The agreement contains a provision that it shall at all times be subject to such changes or modifications by the Railroad Commission of the State of California as said Commission may from time to time direct in the exercise of its jurisdiction.

The Commission having considered the request of the Applicant and it being of the opinion that the application should be granted, that a public hearing in the matter is not necessary and good cause appearing, therefore

IT IS ORDERED that Pacific Gas and Electric Company is hereby authorized to enter into that certain proposed agreement with California Packing Corporation, set forth as Exhibit "A" attached to the within application, and to render surplus natural

gas service to said California Packing Corporation at the rates and under the terms and conditions set forth in said agreement, provided, however, that the authority herein granted shall not be taken as limiting the Commission's authority to modify or set aside such agreement by appropriate order.

Pacific Gas and Electric Company shall file two copies of the agreement with the Commission within thirty (30) days after its execution.

Authority herein granted shall become effective as of the date hereof.

Dated at San Francisco, California, this 25th day of June, 1940.

Ray & Riley
Frank R. Brown
Ralph W. Wabington
H. J. Hall

Commissioners.