

Decision No. 36769

## BEFORE THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA

In the matter of the application of EMMA ROSE and the HOBART ESTATE COMPANY (a California corporation), doing business under the name and style of UTICA POWER CO., and PACIFIC GAS AND ELECTRIC COMPANY (a California corporation), for an order of the Railroad Commission authorizing applicants to enter into a written agreement in words and figures as written in the form therefor which is hereunto annexed, marked Exhibit "A", and made a part hereof.

(Electric service contract)

ORIGINAL

Application No. 25926

BY THE COMMISSION:

OPINION AND ORDER

In this application Emma Rose and the Hobart Estate Company, a California corporation, doing business under the name of Utica Power Company, hereinafter referred to as Utica, and the Pacific Gas and Electric Company, hereinafter referred to as Pacific, request authority to enter into a written agreement relating to the sale of electric energy to Pacific by Utica.

The Utica Power Company generates and distributes electric energy in Calaveras county, California. Electric service is supplied by this utility to the towns of Angels Camp, Murphys, Vallecito, and Carson. Hydroelectric generating facilities are located at Murphys and Angels Camp, and in addition, the utility owns and operates two diesel electric generating units in the latter community. Utica also owns, operates and maintains certain storage and other water facilities in Calaveras, Tuolumne and Alpine counties, California.

Applicants state that due to the war emergency, Utica has electric energy generated by its hydroelectric plants available for sale to Pacific. It also appears that Pacific has purchased electric energy from Utica since April 1, 1943. In view of these facts Utica proposes to make available for sale to Pacific certain quantities of electric energy above Utica's own firm requirements. The quantities, prices per kilowatt-hour, and other pertinent conditions are set forth in Exhibit "A," which is attached to and made a part of the application, and are substantially as follows:

- 1st. July to December, inclusive (30 day month):
- (a) Not to exceed for any such month 897,600 KWH at 3 mills, limited within the following blocks:
- | <u>Week Days (26 days per month):</u>  | <u>KWH Per Month</u> |
|--|----------------------|
| Not to exceed 1500 KW (1 hour average) - 100% L.F. 7:00 A.M. to 11:00 P.M. or total of . . . . . | 624,000              |
| Not to exceed 900 KW (1 hour average) - 100% L.F. 11:00 P.M. to 7:00 A.M. or total of . . . . .  | 187,200              |
| <u>Sundays (4 days per month):</u>   |                      |
| Not to exceed 900 KW (1 hour average) - 100% L.F. or total of . . . . .                          | 86,400               |
|  | 897,600              |
- (b) Any surplus over 897,600 KWH, not to exceed 400,000 KWH at 2 mills.
- 2nd. January to June, inclusive (30 day month):
- (a) Not to exceed 1700 KW (1 hour average) - 80% L.F. or total of . . . . . 979,200 at 2½ mills.
- (b) Any surplus over and above 979,200 KWH up to a total of 1,224,000 KWH at Pacific's option, at 2½ mills.
- (c) Any surplus over 1,224,000 KWH up to a total not to exceed 1,624,000 KWH at 1 mill.

In the event of a thirty-one day calendar month or of calendar months of less than thirty days or of months having five Sundays the above figures shall be adjusted on corresponding bases.

The point of delivery of electric energy is to be on Pacific's side of Utica's booster transformers at the Angels power plant. The energy so delivered will be three-phase, 60 cycle current at approximately 17,000 volts.

The proposed agreement contains certain conditions relating to inspection and repair of metering equipment as well as the details of making the monthly billings.

The term of the proposed agreement is from August 1, 1943 to a date 180 days after the cessation of hostilities between the United States of America and nations in the present war. If conditions should arise whereby Utica would discontinue its utility operation, it has the right according to the agreement to terminate said agreement by giving 90 days' written notice to Pacific.

The agreement includes a clause to the effect that said agreement is subject at all times to such changes and/or modifications as the Railroad Commission of California may direct in the exercise of its jurisdiction.

The Commission having considered the request of Applicants, 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 Emma Rose and the Hobart Estate Company, a California corporation, doing business under the name of Utica Power Company, and Pacific Gas and Electric Company are hereby authorized to enter into that certain agreement attached to this application and marked Exhibit "A" wherein Utica Power Company will sell and Pacific Gas and Electric Company will purchase electric energy in the quantities, at the rates and under the terms and conditions set forth in said agreement.

Upon execution of the aforesaid agreement Utica Power Company shall file within 30 days three copies of such agreement with this Commission.

The effective date of this order shall be the date hereof.

Dated at San Francisco, California, this 21<sup>st</sup> day of December 1943.

Franz H. Haberman  
Arthur D. Ciesler  
Richard K. Kach  
Frank W. Conn  
Commissioners