DECISION NO. 44444

AC

BEFORE THE PUBLIC UTILITIES 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 Public Utilities Commission of the State of California granting and conferring upon applicant all necessary permission and authority to carry out the terms and conditions of a written contract with HUMBOLDT PLYWOOD CORPORATION, dated March 29, 1950 (Exhibit "A" hereof). (Electric)

Application No. 31435

OPINION AND ORDER

Pacific Gas and Electric Company, a corporation, by the above-entitled application filed May 26, 1950, requests an order of the Commission authorizing it to carry out the terms and conditions of a contract dated March 29, 1950, with Humboldt Plywood Corporation. Said contract relates to the interchange of electric energy and standby service and establishes the charges to be made for such energy interchange and service. A copy of said contract is attached to the application, marked Exhibit "A," and by reference made a part hereof.

The contract provides that it shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction. Upon becoming effective, said contract will cancel and supersede an existing temporary memorandum agreement between the parties dated February 4, 1948.

By the terms of the contract, the parties mutually agree to the interchange of electric energy and standby service

-1-

at the Plywood Manufacturing Plant, located in the vicinity of Arcata in Humboldt County, California. Upon Pacific's request, it will receive all electric energy that Plywood may generate in excess of the requirements of its manufacturing plant with regular delivery at an anticipated capacity of from 200 to 500 kw, and will receive stand by service from Plywood of not to exceed 800 kw during periods of emergency interruptions to Pacific's normal sources of supply. For all energy delivered, Pacific will pay 4 mills per kwhr. Plywood will provide stand by to Pacific when it shall have power and energy available over and above the essential requirements of its own plant.

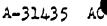
Pacific will provide Plywood with standby service of not to exceed 800 kw when such service is required by Plywood, and only at such times as Pacific shall have power and energy over and above the requirements of all of its other electric customers in its Humboldt Division. All electric service delivered by Pacific will be billed in accordance with its regularly filed Schedule C-12 (Revised Cal P.U.C. Sheet No. 1779-E, effective April 15, 1950), or as said Schedule C-12 shall be modified by or with the approval of the Commission.

The term of said contract will commence on the effective date of the Commission's order and continue in force until the expiration of one (1) year from and after said date, and thereafter until terminated by thirty (30) days' written notice, given by either party.

The Commission having considered the request of applicant, and being of the opinion that the application should be granted and that a public hearing is not necessary, therefore.

IT IS ORDERED that applicant be and hereby is authorized to carry out the terms and conditions of the written contract dated

-2-



March 29, 1950, with Humboldt Plywood Corporation, and to render the service described therein, under the terms, charges, and conditions stated therein.

IT IS FURTHER ORDERED that applicant shall notify this Commission of the date of termination of said contract within thirty (30) days thereafter.

The effective date of this order shall be twenty (20) days after the date hereof.

Dated at San Francisco, California, this <u>27th</u> day IMR _____, 1950. of 22.2

Commissioners.