

Decision No. 45691**ORIGINAL**

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 agreement)
 with THE PACIFIC LUMBER COMPANY, a)
 corporation, dated April 12, 1951)
 (Exhibit "A" hereof).)
 (Electric)

Application No. 32365

OPINION AND ORDER

Pacific Gas and Electric Company, a corporation, by the above-entitled application filed May 1, 1951, requests an order of the Commission authorizing it to carry out the terms and conditions of a contract dated April 12, 1951 with The Pacific Lumber Company. 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, such contract will serve as a renewal of and in substitution for an existing contract between Dolbeer and Carson, predecessor of The Pacific Lumber Company, and the Pacific Gas and Electric Company dated July 22, 1935.

By the terms of the contract, the parties mutually agree to the interchange of electric energy and standby service at the lumber company's premises located in Eureka, California. Upon Pacific's request, it will receive standby service from the lumber company up to but not exceeding 100 kva during periods of emergency interruptions to Pacific's normal sources of supply. For all energy received, Pacific will pay \$0.005 per kwhr. The lumber company will provide standby service to Pacific when it shall have power and energy available in excess of its own requirements except that there will be no obligation to supply Pacific when the lumber company's mill is shut down.

Pacific will sell and deliver to the lumber company energy in quantities which normally will not exceed a maximum demand of 75 kw. However, Pacific will supply energy up to but not exceeding 100 kva at times when Pacific shall have such quantity of power and capacity available 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 at an energy charge of \$0.0159 per kwhr and a minimum charge of \$212 per month.

Said contract will become effective on the effective date of the Commission's order granting authorization therefor and will continue in force until the 16th day of December, 1951 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 Pacific Gas and Electric Company be and hereby is authorized to carry out the terms and conditions of the

written contract dated April 12, 1951, with The Pacific Lumber Company, and to render the service described therein, under the terms, charges and conditions stated therein.

IT IS FURTHER ORDERED that Pacific Gas and Electric Company 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 15th day of May, 1951.

R. F. Johnson
Justin P. Quaker
Harold J. Kula
John E. Mitchell
Commissioners.