

**ORIGINAL**

Decision No. 47734

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the matter of the application of )  
PACIFIC GAS AND ELECTRIC COMPANY for )  
an order of the Public Utilities Com- )  
mission of the State of California )  
authorizing applicant to carry out )  
the terms and conditions of an elec- )  
tric service agreement with THE )  
CALIFORNIA OREGON POWER COMPANY, )  
dated June 2, 1952, a copy whereof )  
is annexed hereto as Exhibit "A". )  
(Electric Service Agreement) )

Application No. 33487

OPINION AND ORDER

In this application Pacific Gas and Electric Company requests authority to carry out the terms and conditions of an agreement dated June 2, 1952 with The California Oregon Power Company, sometimes referred to hereinafter as Copco. A copy of said agreement is attached to the application as Exhibit A. Pacific states that its application is made pursuant to Section 532 of the Public Utilities Code and Section X of the Commission's General Order No. 96 and, in particular, for the reason the terms and conditions of said agreement differ in certain respects from those contained in Pacific's filed electric tariff schedules. The agreement relates to the sale by Pacific and purchase by Copco of electric energy to be delivered at Pacific's Pit No. 1 powerhouse. Deliveries of electric power and energy under said agreement are to be in addition to Copco's electric power and energy supplied from other sources, including that generated in its own electric plants or purchased from Pacific and others under existing contracts.

Under the agreement, Pacific is to sell and deliver to Copco not to exceed 15,000 kilowatts or 17,650 kilovolt-amperes, except upon specific request of Copco and consent of Pacific in each particular instance. The deliveries are to be made at approximately 60,000 volts. Copco is to build a 3-phase, 66,000-volt electric transmission line from its existing electric transmission system in Modoc County to Pit No. 1 powerhouse of Pacific and to install booster transformers of a capacity suitable to increase Pacific's voltage of 60 kv to Copco's operating voltage of 66 kv. Under the agreement Pacific will provide suitable space on its property for all of Copco's facilities necessary for receiving the electric power and energy and grants to Copco a right-of-way over the shortest practicable route over Pacific's premises at Pit No. 1 powerhouse for the installation, operation, and maintenance of any pole lines, transformers, or associated facilities necessary for receiving the electric power and energy covered by the agreement. Charges under the agreement for service rendered thereunder would be the same as those computed under Pacific's presently filed Schedule P-31 for deliveries at voltages in excess of 25,000 volts, subject, however, to a minimum billing demand of 15,000 kilowatts and energy corresponding with 40% monthly load factor for 15,000 kilowatts. The agreement contains a provision that if, as and when this Commission shall (A) authorize, approve, or order increases or decreases in Pacific's Resale Schedule P-31, or (B) fix and order some other schedule of rates to be established by Pacific in lieu of said Schedule P-31 for resale service by Pacific, then the schedule of rates in the agreement shall be increased or decreased commensurately therewith. In its application Pacific states that it estimates the minimum annual sales under the agreement will be 52,560,000 kilowatt-hours,

which is 15,000 kilowatts at 40% annual load factor, and that the estimated minimum annual revenue thereunder will be \$397,946.

The agreement contains a provision that Copco shall not at any time sell or offer electric service for sale to the public, or any part thereof, within or for use within Pacific's existing service area. In its application, Pacific states that said provision was included in the agreement for the reason that Copco, in order to take delivery of power and energy under said agreement at Pacific's Pit No. 1 powerhouse, will construct, operate and maintain a 66-kv transmission line across a portion of Pacific's present electric service area.

The agreement also contains provisions that it shall not become effective until this Commission, by order or resolution, authorizes Pacific to carry out the terms thereof and that it shall be subject at all times to such changes or modifications as this Commission may direct from time to time in the exercise of its jurisdiction. The agreement is to remain in effect until December 31, 1957 or five years after the date when the transmission line is completed and ready for operation, whichever termination date is the later. The agreement is to be co-existent with other existing contracts between the parties and provides that it shall not in any manner change or modify, or otherwise affect, said other existing contracts.

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 HEREBY ORDERED that Pacific Gas and Electric Company be and it is authorized to carry out the terms and conditions of the written agreement dated June 2, 1952 with The California Oregon Power Company, and to render electric service under the terms and charges stated therein.

IT IS HEREBY FURTHER ORDERED that, within thirty (30) days after a termination date certain has been determined, Pacific Gas and Electric Company shall notify this Commission of the date certain upon which the agreement will terminate under its provisions.

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

Dated at San Francisco, California, this 24<sup>th</sup> day of September, 1952.

A. T. [Signature]  
President.  
Justus F. Cravner  
Harold S. Hild

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Commissioners.