

**ORIGINAL**

Decision No. 52565

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 authorizing it to carry out	)	
the terms and conditions of an agreement	)	Application No. 37599
with SAMUEL HERST, doing business under	)	
the name and style of PEERLESS ELECTRIC	)	
COMPANY, dated November 29, 1955.	)	
(Electric - Welding)	)	

OPINION AND ORDER

In this application Pacific Gas and Electric Company requests authority to carry out the terms and conditions of an agreement dated November 29, 1955, with Samuel Herst, doing business under the name and style of Peerless Electric Company. Under this agreement provision is made for special electric facilities required to serve one spot welder, and the payment of a special service charge therefor. A copy of the agreement is attached to the application and marked Exhibit A.

The agreement states that applicant will furnish electric energy for power, lighting and the operation of a 75 kva, single phase, 208 volt spot welder at customer's plant located at 580 Folsom Street, San Francisco, California. The electric energy for this load will be supplied from applicant's existing facilities consisting of three 50 kva, 12,000-120/208 volt transformers and fixtures appurtenant thereto, of which 75 kva in transformer capacity will be reserved for the satisfactory operation of the spot welder.

The application states that the value of the capacity of said transformer bank reserved to serve the spot welder is

A. 37599 AM

estimated to be \$880. The agreement provides, among other things, that customer shall purchase from applicant during the term of the agreement all the electric energy which shall be required by customer for the operation of its electric machinery and apparatus at said plant; and for all electric energy and service furnished hereunder, customer shall pay applicant in accordance with the rates and charges set forth in applicant's Schedule P-3 or such applicable schedule in lieu thereof as hereafter may be authorized by this Commission. In addition thereto customer shall pay applicant a special service charge in consideration of applicant's furnishing and reserving 75 kva of transformer capacity required for the operation of customer's spot welder, at the rate of \$15 per month. The special service charge is based on 20 cents per month per kilovolt-ampere of special transformer capacity required for the welder load. Applicant estimates that the annual gross revenue to be received from customer for spot welder service will be approximately \$180.

The agreement provides that it shall continue in full force and effect for the term of three years from and after the date electric service is first supplied thereunder, and shall continue thereafter until terminated by either party thereto giving the other thirty days' prior written notice of such termination. The agreement further provides that it shall not become effective until authorized by this Commission and that at all times it shall be subject to such changes or modifications by this Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.

The rates, rules and regulations pertaining to the supply of electric service to welders are the subject of investigation in

a reopened proceeding (Case No. 4963) now before the Commission. It appears appropriate, therefore, to grant applicant's request in the present application and to place the parties on notice that a final determination in said case may require a modification of the agreement of November 29, 1955, with respect to service to the welder.

The Commission having considered the above-entitled application and being of the opinion that the application should be granted and that a public hearing thereon 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 November 29, 1955, with Samuel Herst, doing business under the name and style of Peerless Electric 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 file with this Commission a statement showing the date electric energy is first supplied under said agreement and subsequently shall file a statement promptly after termination showing the date when said agreement was terminated.

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

Dated at San Francisco, California, this 7th day of February, 1956.

[Signature]  
President

Justin J. Craven

Russel Waterman

[Signature]

\_\_\_\_\_  
Commissioners