

ORIGINALDecision No. 60817

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application of
 PACIFIC GAS AND ELECTRIC COMPANY for
 authorization to carry out the terms
 and conditions of an agreement dated
 May 24, 1960 with the CITY OF SANTA
 CLARA, which modifies an existing
 contract between said parties.
(Electric)

Application No. 42440

OPINION AND ORDER

By the above-entitled application filed July 6, 1960, Pacific Gas and Electric Company seeks an order of this Commission authorizing it to carry out the terms and conditions of an agreement dated May 24, 1960, with the City of Santa Clara. The agreement modifies an existing contract dated October 26, 1955, relating to the supply of electric energy to the City of Santa Clara. Said contract was approved by this Commission in Decision No. 52626, dated February 14, 1956, pursuant to Pacific's Application No. 37592. Said contract was subsequently modified by letter agreement dated September 8, 1958, and approved by this Commission in Decision No. 57760, dated December 30, 1958, pursuant to First Supplemental Application No. 37592, and subsequently further modified by letter agreement dated October 12, 1959. A copy of the existing contract and the two subsequent letter agreements are attached to the application as Exhibit A. A copy of the agreement of May 24, 1960, is attached to the application as Exhibit B.

In compliance with the terms and conditions of the existing contract, Pacific has supplied electric energy for the City of Santa Clara at a nominal 12,000 volts. Subsequent letter agreements

modified the contract to provide for delivery of some of the City's power requirements at 60,000 volts.

Santa Clara has been engaged in a conversion program which will enable the City to purchase its power requirements from Pacific at a nominal 60,000 volts. Said program has advanced to a point at which the City desires that Pacific install permanent facilities at its Kifer substation to provide all of the City's requirements at a nominal 60,000 volts.

The agreement provides, among other things, that Pacific will make all changes to its electrical facilities as are necessary to deliver at Kifer substation 60,000 volts for all of the City's power requirements at its own expense.

To provide the 60,000 volts desired by the City for all of its power requirements, Pacific shall make such replacements, rearrangements, modifications, and additions to its electrical facilities as are required.

The City will complete conversion of its distribution system so that all of its power requirements may be delivered by Pacific at Kifer substation at 60,000 volts not later than August 27, 1962, and Pacific shall be prepared to deliver all of the City's power requirements at 60,000 volts within 120 days after the execution of this agreement. The City is to keep Pacific advised of the progress of the conversion program sufficiently in advance so that changes in Pacific's delivery facilities will be coordinated with the City's requirements.

On the date that Pacific delivers 60,000 volts for all of the City's power requirements at Kifer substation, the above-mentioned letter agreements of September 8, 1958 and October 12, 1959

will become void and those applicable sections of the original contract relating to 12,000 volts will be deleted and reference to 60,000 volts will be substituted.

Electricity will be furnished in accordance with Pacific's presently effective Schedule R, Resale Service, except that the demand charge will be based on the actual maximum demand for the applicable month. Should Pacific be unable to provide all of the City's power requirements at Kifer substation at 60,000 volts within 270 days after execution of this agreement, then those discounts appearing on Schedule R of Pacific's tariff for voltages above 25,000 volts shall apply to all power provided to the City. The term of the existing contract of October 26, 1955 shall be extended until five years after August 27, 1962, and shall continue thereafter until terminated by either party on 12 months' notice.

The agreement provides that it shall not become effective until authorized by this Commission and that at all times it shall be subject to any changes or modifications by this Commission as it may from time to time direct in the exercise of its jurisdiction.

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,

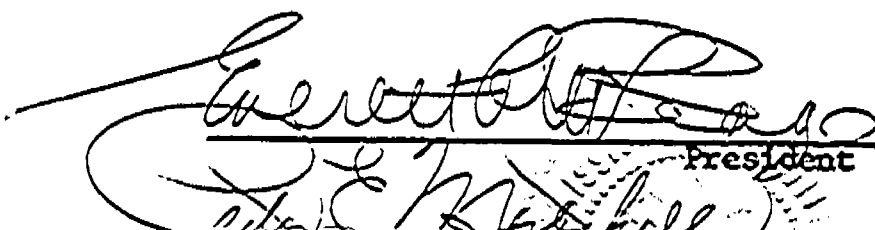
IT IS HEREBY ORDERED as follows:

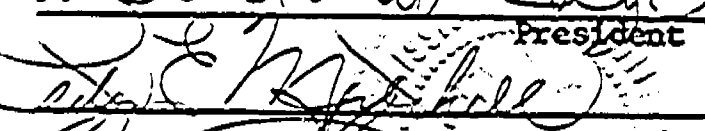
1. That Pacific Gas and Electric Company be and it is authorized to carry out the terms and conditions of the agreement dated May 24, 1960, with the City of Santa Clara and to render the service described therein under the terms, charges and conditions stated therein.

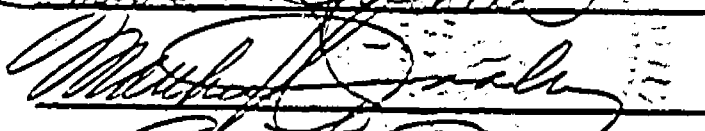
2. That Pacific Gas and Electric Company shall file with this Commission a statement showing the date electric service is first supplied in its entirety at 60,000 volts under said agreement and subsequently shall file a statement promptly, after termination, showing the date said agreement was terminated.

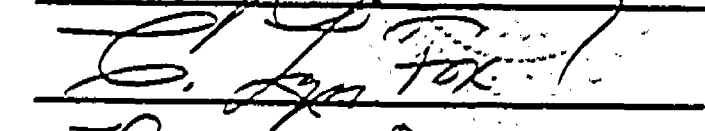
The effective date of this order shall be twenty days after the date hereof.

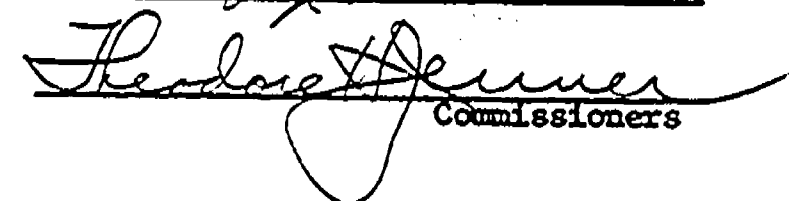
Dated at San Francisco, California, this 4th day of OCTOBER, 1960.



President








Commissioners