

**ORIGINAL**Decision No. 70734

## 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 granting and conferring  
 upon applicant all necessary permis-  
 sion and authority to carry out the  
 terms and conditions of a written  
 agreement with the UNITED STATES OF  
 AMERICA, dated September 11, 1965.  
 (Electric)

Application No. 48273  
 (Filed February 28, 1966)

OPINION AND ORDER

Pacific Gas and Electric Company (applicant) requests authorization to carry out the terms and conditions of an agreement with United States of America, National Park Service (Park Service), dated September 11, 1965, for the interchange of electric energy at Yosemite National Park. A copy of the agreement is attached to the application and marked Exhibit A.

Applicant does not have filed tariffs applicable for the supply of additional electric power and energy for use in Yosemite National Park. The rates and charges applicable to the service here involved are determined by negotiation based on the terms and conditions whereby service will be rendered. Applicant affirms that the charges for services rendered to Park Service are not in excess of those charged commercial operators or public utility companies under comparable circumstances and similar operating conditions.

Applicant and the Park Service are and for some time past have been interchanging electric energy between the hydroelectric generating plant of Park Service (Yosemite Plant) and applicant's electric system under a prior contract dated September 26, 1955 which expired September 11, 1965. Applicant was authorized to carry

out the terms and conditions of the prior contract by Decision No. 53161, dated May 28, 1956, in Application No. 37850.

The new agreement, referred to as renewal agreement, renews the prior contract and makes provision, among other things, for:

- (a) The sale by Park Service to applicant of all surplus electric energy generated at the Yosemite Plant of Park Service.
- (b) The sale by applicant to Park Service of electric energy required for use in Yosemite National Park, including the Arch Rock Ranger Station, over and above that produced at the Yosemite Plant.

The rate to be paid to Park Service for all surplus energy remains at \$0.00175 per kilowatt-hour. For the year 1965, applicant purchased from Park Service 3,438,647 kilowatt-hours of surplus energy, which at rates contained in prior contract and renewal agreement amounted to \$6,017.62.

The rates and charges to be paid by Park Service to applicant are as follows:

Demand Charge:

Per Kilowatt of maximum demand per month....\$1.7772

Energy Charge:

To be added to Demand Charge, per kwh.....\$0.00397

Applicant avers that the rates to be paid by Park Service are applicant's rates to its only other regular customer with substantial base load generation increased by dividing by the factor 0.98 to allow for stepdown losses of 2 per cent in the supply of electric power and energy to Park Service.

For the year 1965, applicant shows a comparison of the revenues and average rates under the prior contract and renewal agreement, based on sales to Park Service, to be as follows:

Sales

KWH .....	1,193,585
Maximum Kw .....	2,214

Revenues

Prior Contract .....	\$37,542.72
Renewal Agreement .....	40,011.42
% Increase .....	6.58

Average Rate per KWH

Prior Contract .....	\$0.03145
Renewal Agreement .....	\$0.03352

The renewal agreement becomes effective as of September 11, 1965 and shall continue in effect to and including June 28, 1972, subject to termination at any time by either party on one year's advance written notice to the other.

The renewal agreement does not contain a jurisdictional clause as required by General Order No. 96-A. However, applicant is hereby put on notice that this renewal agreement is at all times subject to such changes or modifications by this Commission as it may from time to time direct in the exercise of its jurisdiction.

Applicant and Park Service are hereby placed on notice that in any future proceeding this Commission will not be obligated to consider the opposition of either party to any proposed changes in this agreement predicated on the existence of an agreement which has been authorized by this Commission.

Applicant is placed on notice that if it should appear in a future proceeding that the revenue derived from this agreement is not compensatory, such revenue inadequacy is not to be imposed on applicant's other electric customers.

The Commission finds that the proposed renewal agreement is not adverse to the public interest and concludes that the application should be granted. A public hearing is not necessary.

IT IS ORDERED that:

1. Pacific Gas and Electric Company is authorized to carry out the terms and conditions of the written agreement dated September 11, 1965 with the United State of America, a copy of which is attached to the application as Exhibit A.

2. Pacific Gas and Electric Company shall file with this Commission within thirty days after the effective date of this order, four certified copies of the agreement as executed, together with a statement of the dates on which said agreement is deemed to have become effective.

3. Pacific Gas and Electric Company shall notify the Commission, in writing, of the date of termination of this agreement within thirty days after date of termination.

4. Pacific Gas and Electric Company shall file with this Commission within thirty days after the effective date of this order and in conformity with General Order No. 96-A the summary required by that general order, listing all contracts and deviations, including the agreement herein authorized. Such list shall become effective upon statutory notice (30 days) to the Commission and to the public after filing as hereinabove provided.

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

Dated at San Francisco, California, this 25th day of MAY, 1966.

Frederick B. Hallock  
President  
George E. Grover  
Augustine

Commissioner William M. Bennett, being necessarily absent, did not participate in the disposition of this proceeding. -4-

Commissioners