

Decision No. 23699.

BEFORE THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA.

In the matter of the application of GREAT WESTERN POWER COMPANY OF CALIFORNIA, a corporation, for an order of the Railroad Commission of the State of California approving a certain agreement entered into by and between applicant and GREAT WESTERN ELECTRO-CHEMICAL COMPANY, a corporation, dated April 1, 1931.

ORIGINAL

Application No. 17337.

BY THE COMMISSION:

O P I N I O N

This is an application by Great Western Power Company of California, a corporation, for an order approving a certain agreement dated April 1, 1931, made and entered into by and between applicant and Great Western Electro-Chemical Company, a corporation. A copy of said agreement, marked Exhibit "A," is attached to and made a part of the application.

Upon the terms and conditions, and during the term of said agreement, applicant has agreed to sell and deliver to Great Western Electro-Chemical Company, and the latter has agreed to purchase all of the electric energy, except as in said agreement provided, which shall be required for the operation of the latter's electrical machinery and apparatus, and in the conduct of its business upon its premises situate near the City of Pittsburgh, in the County of Contra Costa, State of California, being the electro-chemical plant of said Great Western Electro-Chemical Company, it being provided in said agreement that the same shall not become effective unless and until the same shall have been

approved by the Railroad Commission of the State of California.

Under this agreement, which supersedes that certain contract dated April 14, 1916, applicant agrees to deliver to Great Western Electro-Chemical Company for a period of five (5) years from and after the first day of January, 1931, and thereafter until terminated by thirty (30) days written notice by either party, three phase, sixty cycle, alternating current electric energy at twenty-two thousand (22,000) volts at the following rate:

RATE:

Demand Charge:

First 4,500 KVA or less of maximum demand \$5,500.00 per month.
All excess per KVA..... 1.00 " "

Energy Charge:

All Energy.....2.5 mills per KWH.

Shut-Off Provision:

In consideration of the low rate herein provided, the consumer agrees that he will upon six weeks notice in writing from the Company shut down or otherwise discontinue taking power for a consecutive period not exceeding three months in any one year, beginning at any time between June 1st and August 31st at the option of the Company. The Company will specify both the time of beginning of such shut down and also, either in the original notice or as soon thereafter as practicable, the time of termination, provided, however, that the Company may not require a shut down for more than three months nor more than one such shut down in any calendar year. During any such shut down at request of the Company, all charges for power service will be discontinued and the monthly minimum of \$5,500.00 above provided will be prorated for fractions of a month at the beginning and end of any such period.

Service Conditions:

22 KV (Nominal) 60 cycle, 3 phase, one point of delivery; otherwise, regular rules and regulations to apply.

Maximum Demand:

The maximum demand in any month will be the average KVA delivery of the 30 minute interval in which such average is greater than in any other 30 minute interval in the month. The maximum demand on which the demand charge will be computed will be the mean of: (1) Such maximum KVA delivery in the current month, and (2) the highest such maximum KVA delivery in the period ending with the current month and beginning with the previous month of July.

Oil Clause:

The above energy rate will be increased by one tenth mill for each 3.5¢ that the price of fuel oil as regularly quoted by the Standard Oil Company of California for delivery at its refinery at Richmond, California, exceeds \$0.89 per barrel, the increase to be computed to the nearest one tenth mill per KWH.

It is, however, mutually understood and agreed by and between the parties hereto, that during the months of January, February, March, April, May and June, 1931, the Consumer shall be billed each month under said schedule of rates only for the actual demand created during such month, plus the energy charge for all energy delivered during such month, and that during said months of January, February, March, April, May and June, 1931, the mean maximum demand provision in said schedule of rates shall not be enforced.

The Commission is of the opinion that said agreement is fair to all parties and that a public hearing in the matter is not necessary.

ORDER

Great Western Power Company of California having applied to the Commission for an order approving that certain agreement described above, and good cause appearing therefor,

THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA hereby approves that certain agreement dated April 1, 1931, as described in the above Opinion.

Dated at San Francisco, California, this 19th day of May, 1931.

O. C. Seawing
Leon Whitall
M. J. [unclear]
M. B. [unclear]
Jos. G. [unclear]
 Commissioners.