

Decision No. _____

ORIGINAL

BEFORE THE RAILROAD COMMISSION
OF THE STATE OF CALIFORNIA.

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COAST COUNTIES GAS AND ELECTRIC
COMPANY,

Complainant,

vs.

SIERRA AND SAN FRANCISCO POWER
COMPANY,

Defendant.

Case No. 1015.

In the Matter of the Application of)
SIERRA AND SAN FRANCISCO POWER COM-)
PANY for a Certificate of Public)
Convenience and Necessity to Serve)
Old Mission Portland Cement Company.)

Application No. 2624.

In the Matter of the Application of)
SIERRA AND SAN FRANCISCO POWER COM-)
PANY for order preliminary to issu-)
ance of certificate of public con-)
venience and necessity in San Benito)
County.)

Application No. 2626.

BY THE COMMISSION.

SUPPLEMENTAL OPINION.

In compliance with the Commission's opinion and order in the above entitled proceedings issued on the 20th day of February, 1917, Decision No. 4116, in which decision it ordered that within 20 days from the date of said decision the Coast Counties Gas and Electric Company and the Sierra and San Francisco Power Company prepare and submit to the Commission a plan for carrying out the intent of the opinion with reference to electric service within that portion of San Benito County lying north of the east and west line between townships 14 and 15

south, Mt. Diablo Base, and that the final order with reference to said portion of said county be and the same was withheld for 20 days pending presentation of the plan; and in accordance with the Supplemental Order dated March 12th, in which the time of compliance was extended to March 17th, 1917, the Sierra and San Francisco Power Company and the Coast Counties Gas and Electric Company submitted under date of March 17th, a joint proposed plan signed by the Presidents of the respective companies setting forth an agreement as to electric service in the said territory, a copy of which said agreement is now on file with the Commission.

The proposed plan for carrying into effect the intent of Decision No. 4116 of the Railroad Commission of the State of California as agreed to by the respective companies is, in general, as follows:

The Sierra and San Francisco Power Company agrees to construct, maintain and operate in the vicinity of the Old Mission Portland Cement Company's plant near San Juan a suitable substation for supplying the requirements of the Cement Company and Coast Counties Gas and Electric Company, it being contemplated to install for the present sufficient transformer capacity to supply the anticipated load of the Cement Company and in addition three 1000 K.W. transformers for supplying the Coast Counties Company at voltages of 23,000 and, or 4000 volts. All auxiliary apparatus is to be supplied by the Sierra and San Francisco Power Company except that the Coast Counties Company shall have the right to install suitable voltage feeder regulations if it so desires.

The Sierra Company agrees to at once build a pole line from San Juan Junction to the substation site, which line shall be designed to carry ^{two} Sierra and San Francisco Power Company's ~~two~~ 60,000 volt transmission circuits, two Coast Counties Gas and Electric Company's 23,000 volt transmission and dis-

tribution circuits and two telephone lines, the cost of the pole line exclusive of cross-arms, wires and insulators to be equally borne by the two companies, the circuits and cross-arms required by the separate companies to be constructed at the cost of the company installing the same. The Coast Counties Company agrees to cut its present San Juan Junction-Hollister 23,000 volt line at San Juan corner and connect this portion of its system to the Sierra and San Francisco Power Company's substation and to provide any necessary additional pole line which may be required for service from the substation.

The parties mutually agreed that for a period of three years the Sierra and San Francisco Power Company shall furnish Old Mission Portland Cement Company with all its power requirements, paying the Coast Counties Company 5% of all the bills collected for energy supplied. After the expiration of the three year period, at the election of the Coast Counties Company, it may take over the contract with the Cement Company and supply it through the San Juan substation from energy purchased from the Sierra and San Francisco Power Company, in which case it shall pay the Sierra and San Francisco Power Company for energy supplied to the Cement Company at the rate of .6085¢ per K.W.H. and the 5% payment by the Sierra and San Francisco Power Company will cease.

The Coast Counties Company agrees to purchase from the Sierra Company, after the latter company is prepared to supply the Coast Counties Company with power, an amount of energy which bears the same ratio to the total energy purchased by the Coast Counties Company as the sales of the Coast Counties Company in San Benito County bear to the total sales on the

Company's system, provided arrangement does not require the Coast Counties Company to take from any other company less energy than the minimum provided for in any existing contract. The rate to be charged under the agreement for energy other than that furnished to the Cement Company is to be 1¢ per K.W.H. less .004¢ for each 1% of the monthly load factor of the San Juan substation exclusive of energy furnished to Old Mission Portland Cement Company. This rate is subject to further discount by an amount equal to .002¢ per K.W.H. for each 1% of the annual load factor, the load factor to be determined as the ratio between the total K.W.H. received during any period divided by the product of the highest demand in K.W.H. for any one hour during such period and the number of hours and fractions thereof in such period. The Coast Counties Company agrees to pay an annual minimum of \$10,000 for service in addition to the service to the Portland Cement Company. Service is to be rendered and metered at the outgoing terminals of the substation.

Each company agrees to hold the other harmless from any and all damage including liability for such damage on its side of the point of delivery, except to employees of the other company working in or about the substation. The agreement is made subject to the approval of the Railroad Commission and in case of disagreement between parties thereto the matter is to be referred to the Railroad Commission and the decision of the Railroad Commission shall be binding upon both parties.

This agreement, in our opinion, represents a fair and equitable arrangement of the service in that portion of San Benito County in which the companies were ordered to propose a plan for carrying out the intent of the previous opinion, and in accordance with the said opinion the Commission herewith issues its Supplemental Order approving the conditions set forth in said agreement.

O R D E R .

The Railroad Commission having ordered in its Decision No. 4116 that the Sierra and San Francisco Power Company and the Coast Counties Gas and Electric Company file a proposed plan for carrying out the intent of the opinion which preceded the order in that decision, and the respective companies having jointly filed a proposed plan which meets with the approval of the Commission and which plan appears fair and equitable to both parties and to the public,

IT IS HEREBY ORDERED that the Sierra and San Francisco Power Company and the Coast Counties Gas and Electric Company are hereby authorized to carry out the plan as set forth in their joint letter of March 17, 1917, to the Railroad Commission of the State of California.

Dated at San Francisco, California, this 17th day of April, 1917.

Max Thelen
H. Loveland
Alex Gordon
Edwin O. Edgerton
Max R. Miller
Commissioners.