

Decision No. 29724.

ORIGINAL

BEFORE THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application of
SOUTHERN CALIFORNIA EDISON COMPANY LTD.
and MT. WHITNEY LUMBER COMPANY,
California corporations, for an Order
of the Railroad Commission of the
State of California, approving a
certain Agreement entered into between
Applicants and form of Contract for
service to Consumers on Mt. Whitney
Lumber Company Extension.

Application No. 21062

BY THE COMMISSION:

OPINION AND ORDER

This is an application of Southern California Edison Company Ltd., a corporation, for an order approving a certain agreement dated January 12, 1937, made and entered into by and between Applicant and Mt. Whitney Lumber Company, a corporation, hereinafter sometimes referred to as Consumer. A copy of said agreement, marked "Exhibit A," is attached to and made a part of the application.

Under the terms and conditions set forth in said agreement Applicant has agreed to sell and deliver to said Consumer and the latter has agreed to purchase from the former all electric energy required by Consumer for or in connection with its milling and lumbering operations in Tulare and Kern counties.

The terms of said agreement further provide that Consumer shall have not less than a power load of 1,000 horsepower and to pay to Applicant for electric service under Applicant's "P.C.M. 1 Zone C Schedule" now on file with the Railroad Commission, or as the same shall be from time to time duly modified or changed in the manner provided by law.

Applicant, in order to deliver electric energy to Consumer, agrees, at its own expense, to make the necessary temporary electric extension and install power line, transformers, primary switches and necessary equipment to a point of delivery (to be determined by Consumer) either in Section 32 or Section 33, Township 22 South, Range 32 East, M.D.B.&M., Tulare County, California, to serve the aforesaid mill of Consumer and to have electric energy available on or about May 15, 1937, said electric energy to be delivered to Consumer at 460 volts, 3 phase, 60 cycles for power and 115/230 volts, single phase, 60 cycles for lights. The agreement further provides that if service is discontinued by Consumer within the first five years of the ten-year period herein provided, then said Consumer will pay to Applicant the net cost of installing and removing any facilities necessary in connection with the furnishing of service but not to exceed Twenty-three Thousand Dollars (\$23,000.00) upon presentation of bill, provided said net cost shall be discounted one-fifth for each full year after the fifth year of said ten-year term that Consumer continuously receives and pays for service.

The aforesaid agreement further provides that Applicant may serve Consumer's employees and others authorized by Consumer to occupy its property, and occupants of properties not under the control of Consumer, with electric energy for domestic and other purposes during the term of said agreement and so long thereafter as Applicant may desire, provided, however, that such service shall not prevent the rendering of service to Consumer and Consumer shall not be responsible for the payment of bills incurred by its employees and others. All parties receiving electric energy from lines built to serve Consumer shall be required to sign an agreement (a copy of said agreement

marked "Exhibit B" being attached to and made a part of the application), prior to the rendering of service by Applicant, that such service is to be rendered and taken subject to all the terms of this contract and may be discontinued upon the expiration of the term of this contract, or upon earlier discontinuance of service to Consumer due to the default of Consumer or otherwise, and that otherwise such service shall be rendered under and subject to the rates, rules and regulations of Applicant from time to time on file with the Railroad Commission of the State of California.

The term of this agreement is for a period of ten years, dated from July 15, 1937, or a date prior thereto when electric energy is first delivered to Consumer and Consumer shall have the option of extending the term of this agreement, from year to year after the expiration of ten years, on thirty days' written notice.

The agreement also provides that the same shall at all times be subject to such changes and modifications by the Railroad Commission of the State of California as said Commission may from time to time direct in the exercise of its jurisdiction.

It would appear from the facts presented that said agreement is fair to all parties and should be approved. However, as to individual consumers (other than Mt. Whitney Lumber Company) who may be served from the proposed extension, we believe that service should not be discontinued without first securing authorization from the Railroad Commission and, further, any form of agreement as a requirement to service to individual consumers should be incorporated in an appropriate schedule or schedules, which schedule or schedules would be applicable to individual consumers and should

be filed with the Railroad Commission, and this agreement not being a matter upon which a public hearing is required and, good cause appearing therefor,

IT IS HEREBY ORDERED that the above-mentioned agreement between Southern California Edison Company Ltd., and Mt. Whitney Lumber Company be and the same is hereby authorized, subject to the following condition and not otherwise:

That paragraph 3.3 of the proposed agreement be amended by adding thereto, following line 26, page 5, of Exhibit A, Application 21062, the following: "provided, however, that such services shall not be discontinued unless the Company first obtains authorization from the Railroad Commission."

The authority herein granted shall become effective on the date hereof.

Dated at San Francisco, California, this 26th day of April, 1937.

Walter S. ...
Leon ...
George ...
Harold ...
Ray ...
Commissioners.