Decision No. 36482

BEFORE THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application of SOUTHERN CALIFORNIA EDISON COMPANY LTD., a Corporation, and FIRESTONE TIRE & RUBBER COMPANY OF CALIFORNIA, a Corporation, for an Order of the Railroad Commission authorizing applicant Southern California Edison Company Ltd. to enter into a special agreement with Firestone Tire & Rubber Company of California.

APPLICATION NO. 25671

BY THE COMMISSION:

OPINION AND ORDER

In this application Southern California Edison Company Ltd., hereinafter referred to as Applicant, requests authority to enter into a written
agreement with Firestone Tire & Rubber Company of California, hereinafter
referred to as Consumer, relating to the sale and delivery of the electric
energy required to operate certain electrical equipment located in the Firestone
manufacturing plant, Los Angeles, California. A copy of the proposed agreement marked Exhibit "A" is attached to and made a part of the application.

The Applicant is not supplying electric energy to the Firestone plant at this time because Consumer has been generating its own electric load requirements for some years past. It now appears that Consumer's load requirements have increased to such an extent as to require an additional 2,250 kva of capacity. Applicant proposes to supply this added increment of capacity by furnishing and constructing a new line and a substation on the Consumer's property.

In view of the fact that there is some uncertainty as to the amount of the electric energy requirements, the length of time that the service will be required, and because the service is for only specific equipment in Consumer's plant the agreement sets forth a number of stipulations.

It is provided in the proposed agreement that Applicant will furnish all the electric energy and service not to exceed 2,250 kva of capacity required to operate certain of Consumer's electrical equipment. This equipment is listed in some detail in a drawing and inventory marked Exhibit "A" and "B" respectively which are a part of this application.

The term of the agreement extends to the cessation of hostilities in the present war but in no event for a period longer than three years from the date of the agreement.

Applicant is to install and maintain a substation at Consumer's plant and the distribution line and other facilities necessary to provide the electric service at a nominal voltage of 2,400 volts, 3 phase, 50 cycle, at the secondary bus of the transformers at the substation.

The electric energy and service is to be paid for monthly by Consumer at the rates and conditions as set forth in Applicant's Power-Combination

Service Schedule PC-1, Zone A, Revised CRC Sheet No. 1677-E on file with this

Commission. In this connection the agreement provides that the monthly billing horsepower shall not be less than 2,250 HP.

Because of the uncertainties indicated hereinbefore and the investment Applicant will be required to make to install the required facilities, Consumer agrees to pay Applicant \$2,724.43 when the installation of said facilities is complete. No part of this sum will be refunded to the Consumer.

It is further stipulated in the conditions of the agreement that the electric service normally supplied is not to be used for standby or breakdown service. If because of an emergency in Consumer's plant standby service is required, all electric energy furnished thereafter will be at the rates and subject to the conditions of the Applicant's regularly filed Standby-General Service Schedule S-1, Zone A, and Schedule PC-1, Zone A, for the remainder of the term of the agreement. In this event the consumer is to pay Applicant monthly for a minimum of 1,675 kilowatts of contract demand.

The agreement also contains a provision that it shall at all times be subject to such changes or 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.

The Commission, having considered the request of Applicant and it being of the opinion that the application should be granted, that a public hearing in the matter is not necessary and sufficient cause appearing, therefore

IT IS ORDERED that Southern California Edison Company Ltd. is hereby authorized to enter into that certain proposed agreement with Firestone Tire & Rubber Company of California, substantially in form and content as that attached to this application and marked Exhibit "A" and to render electric service to said Firestone Tire & Rubber Company of California at the rates and under the terms and conditions set forth in said agreement.

Applicant shall file three copies of the agreement within thirty days after it has been executed.

The authority herein granted shall become effective as of the date hereof.

Dated at San Francisco, California, this

_day/of July, 1943.

(Commissioners)