

Decision No. 36875

BEFORE THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA

ORIGINAL

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. 25969

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 electric energy required to operate certain electrical equipment located in the Firestone manufacturing plant, Los Angeles County, California. A copy of the proposed agreement marked Exhibit "A" is attached to and made a part of the application. Also attached to and made a part of the application is a preliminary agreement marked Exhibit "B" entered into between the above-mentioned parties on December 31, 1943, in which it is provided that application will be made to the Railroad Commission of the State of California for authority to execute the agreement in substantially the same form as set forth in Exhibit "A" attached to this application.

The Applicant has been supplying electric energy to the Firestone plant in accordance with an agreement dated April 19, 1943, and authorized by this Commission by its Decision No. 36482. Under the terms of this contract the Applicant agreed to furnish electric energy and service not to exceed 2,250 kva of capacity required for operating certain specified electrical equipment located in the Firestone plant at 2525 Firestone Boulevard, Los Angeles County, California.

This contract was for the period of the war emergency, but in no event for a period longer than three years from the date of said contract.

Prior to April 19, 1943, the Consumer had been generating its own electric load requirements for some years past. At that time Applicant, at the request of Consumer, agreed to supply 2,250 kva of capacity to take care of an increased load at Consumer's plant by furnishing and constructing a new line and substation on Consumer's property. Due to certain operating conditions at the Firestone plant Consumer desires that said contract dated April 19, 1943 be cancelled and a new contract entered into wherein the Consumer will purchase from Edison electric energy and service required by its plant for operating such electrical equipment as Consumer may desire, not to exceed 2,250 kva of capacity. This new contract also provides that Consumer may increase its requirements to exceed 2,250 kva of capacity when need for such increased demand arises.

The proposed agreement marked Exhibit "A" attached to and made a part of this application, sets forth the proposed service contract entered into by the Southern California Edison Company Ltd. and Firestone Tire & Rubber Company of California as of January 1, 1944. Under this contract Applicant agrees to sell and deliver electric energy and service to Consumer at its Firestone plant in Los Angeles County for the duration of the present war, but in no event for a period longer than three years from the date of the contract. It is also agreed that the existing contract, dated April 19, 1943, under which Applicant now delivers and sells to Consumer electric energy and service, will be cancelled when this new contract becomes effective, and the sum of \$2,724.43 paid to Applicant by Consumer under the terms of the contract between Consumer and Applicant, dated April 19, 1943, covering the cost of installing and removing facilities required in connection with the furnishing of service under this contract will be forfeited to Applicant.

The service is to be rendered at a nominal voltage of 2400 volts, 3 phase, 50 cycle, at the secondary bus of the transformers at the substation on the Consumer's premises. The electric energy and service are to be paid for monthly by the Consumer at rates and conditions as set forth in the contract.

The rate proposed in the new contract is similar to the rate under which Consumer has been receiving and paying for service, except that a power factor adjustment clause, and a minimum charge based upon the horsepower of maximum demand, have been incorporated in the rate. Under the special conditions, which have been changed, it is further provided that the minimum maximum demand shall not be less than 2,250 horsepower as the service by Applicant is not limited to any specified load as provided in the previous contract; further, that parallel operation of Firestone's generating equipment with the service of Edison will not be permitted under this contract, and Firestone will be required to segregate the wiring system served in a manner satisfactory to Edison so that parallel operation cannot be established.

It is further stipulated in the conditions of the agreement that Consumer may, by notifying Edison in writing of its election so to do, substitute Standby Schedule S-2, Zone A, of Edison's regularly filed and presently existing schedules, at the end of any regular monthly billing period during the term of this contract, in the place of the rate, minimum charge, power factor charge and special conditions as set out in paragraph 9 of the agreement, and that after said substitution said Standby Schedule S-2, Zone A, will be applied to all billings for energy and service supplied under the agreement for the remainder of the term of this contract.

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 Los Angeles, California, this 15th day of February, 1944.

Richard Lachse
Justus F. Cassen
Francis R. Havens
Frank W. Owen
Commissioners.