

ORIGINAL

Decision No. 48547

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application of)
 SOUTHERN CALIFORNIA EDISON COMPANY,)
 a corporation, for an Order of the)
 Public Utilities Commission author-)
 izing Applicant Southern California)
 Edison Company to enter into a spe-)
 cial agreement with FIBREBOARD)
 PRODUCTS INC., a corporation.)

Application No. 34254

OPINION AND ORDER

In this application Southern California Edison Company requests authority to enter into a special agreement dated March 18, 1953 with Fibreboard Products Inc. Said agreement provides for the construction and installation of certain power facilities by the applicant to furnish electric energy and service for not exceeding 3,000 kva of capacity required and constituting not less than approximately 55% of Fibreboard's total plant demand. A copy of the agreement is attached to the application and marked Exhibit A.

The agreement states that Edison is now supplying service and energy of approximately 450 kva of capacity for the operation of a portion of the Fibreboard plant at Vernon, California, at the rates prescribed by Schedule S-1-Vernon under the terms and conditions of that certain contract identified as "Application and Contract for Electric Service" (Edison Form C-102) dated August 18, 1948. The agreement further states that Fibreboard will continue to operate its own generating facilities to supply a portion of its electrical load and that Fibreboard desires to purchase from Edison energy and service required for approximately 55% of its total plant demand requirements served as an isolated portion of the total Fibreboard plant load.

The agreement also provides that Edison will supply from its facilities now or hereafter installed in Fibreboard's plant electric energy to Fibreboard not to exceed 3,000 kva of capacity and that said electric energy will be delivered by Edison at a nominal voltage of 480 volts, three phase, approximately 60 cycles. The agreement further provides that Fibreboard agrees to pay Edison monthly for all electric energy and service furnished and delivered by Edison to Fibreboard's plant for light and power at the rates and under the terms and conditions set forth in Edison's Schedule P-1-Vernon as said schedule now exists and as it may hereafter be modified or superseded with the following exceptions:

- (a) The billing demand shall be that determined by said Schedule P-1-Vernon but not less than 55% of Fibreboard's total plant maximum demand except during the first nine months of operation under this contract during which period the billing demand shall be that as determined by said schedule.
- (b) The minimum charge shall be not less than the net bill after power factor discount based on the billing demand and on a number of kilowatt-hours equal to the billing demand multiplied by the ratio of total plant kilowatt-hours (generated and purchased) to total plant maximum demand. Such power factor discount shall be based on the ratio of kilowatt-hours and reactive kilovolt-ampere-hours delivered by Edison.

The agreement further states that Fibreboard's total plant maximum demand shall be the arithmetical sum of the measured maximum demand from Edison's service and the measured maximum demand from Fibreboard's generated service. The demand interval in each case shall be a fifteen-minute period as specified in Schedule P-1-Vernon.

In order to apply this schedule as modified it will be necessary that both energy furnished by Edison and that generated by Fibreboard be metered. The agreement provides that Edison will supply, install and maintain, in addition to its normal metering,

equipment, all equipment necessary for the purpose of metering the electric energy generated by Fibreboard.

The agreement further states that Fibreboard will not parallel the operation of its generators with Edison's service and that electrical energy and service agreed to be supplied by Edison thereunder will be used by Fibreboard for operating electrical equipment regularly connected to the Edison system and will not be used by Fibreboard for standby or breakdown service.

The term of this agreement is for a period of five years from and after the date energy and service is available at the substation to be constructed by Edison at said Fibreboard plant and in the absence of written notice being given by either party to the other of intention to terminate this contract, at least sixty days prior to the expiration thereof, the contract shall continue another year and from year to year thereafter until terminated by notice as prescribed therein. It is further provided that this agreement shall not become effective until the same shall have been authorized by the Public Utilities Commission of the State of California.

Fibreboard agrees that if service under the agreement should be discontinued during the original five-year term of the agreement, it will pay to Edison within thirty days after presentation of bill the sum of \$2,399, which is deemed to be the installation and removal costs of the lines, substation and appurtenances necessary to render service.

The contract contains the provision that it shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may direct from time to time in the exercise of its jurisdiction.

Recognizing the Commission's continuing jurisdiction over the subject matter of this agreement applicant's request herein will

be granted upon the premise that the rates charged under this agreement shall not be permitted to burden or prejudice other customers of Edison.

The Commission having considered the request of applicant and being of the opinion that the application should be granted and that a public hearing is not necessary; therefore,

IT IS HEREBY ORDERED that Southern California Edison Company be and it is authorized to enter into that certain agreement with Fibreboard Products Inc. dated March 18, 1953 and to render electric service to said Fibreboard Products Inc. at the rates and under the terms and conditions set forth in said agreement.

IT IS HEREBY FURTHER ORDERED that Southern California Edison Company shall file with this Commission a statement showing the date on which service thereunder is established and subsequently shall file a statement promptly after termination showing the date when said agreement was terminated.

The effective date of this order shall be twenty days after the date hereof.

Dated at San Francisco, California, this 28th day of April, 1953.

R. T. Anderson
President.

Harold A. Kula

Francis P. Patten

John E. McNeill

Commissioners.