

ORIGINALDecision No. 52864

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 of the)
 State of California authorizing it)
 to carry out the terms of an agree-)
 ment with RIVERSIDE CEMENT COMPANY,)
 a corporation, dated November 16,)
 1955.)

Application No. 37609

OPINION AND ORDER

By the above-entitled application, filed December 20, 1955, and an amendment to application correcting certain statements as to load and future operations of the consumer, filed February 23, 1956, Southern California Edison Company requests authority to carry out the terms and conditions of an agreement dated November 16, 1955, with Riverside Cement Company, a corporation. The agreement provides for the installation of certain facilities required to provide all of the electric energy requirements for a portion of consumer's Crestmore Plant located near Riverside, California. A copy of the agreement is attached to the application and marked Exhibit "A". Exhibit "A" includes a copy of a terminating agreement dated November 16, 1955, calling for the termination of a certain agreement dated March 23, 1954, between the parties herein, said agreement never having been filed with this Commission.

Consumer's equipment to be connected to Edison's system is described in Exhibit "A". The balance of the electric load at consumer's Crestmore Plant will be served by consumer's generating facilities, and consumer will not operate its generating equipment in parallel with Edison's system. Consumer also agrees not to utilize the electric energy or service furnished by Edison in any

manner for standby or breakdown service to any equipment regularly supplied from consumer's generating system.

During the term of the agreement no change in the equipment served by Edison at the consumer's plant shall be made without Edison's consent, and any substituted or added equipment performing a similar and parallel function to any or all of the equipment described in Exhibit "A" now or hereafter installed in said plant will be permanently connected to and served exclusively by Edison's system.

Edison has agreed to supply, install, and maintain facilities as follows:

- (a) A substation in the Riverside Plant area having a capacity of 2,500 kva, it being understood that consumer's load demand served by Edison will at no time exceed 2,500 kva.
- (b) All equipment necessary for the purpose of metering energy delivered to consumer.
- (c) The necessary distribution lines and other facilities to provide service to consumer.

Electric energy will be delivered at a nominal voltage of 4,160 volts, 4 wire, 3-phase, at the secondary bus of the substation transformers. Consumer will pay to Edison monthly, for all electric energy and service furnished, at the rates and under the terms and conditions set forth in Edison's Schedule A-7 as it now exists or shall hereafter be modified or superseded, or under any other authorized schedule applicable to consumer as may hereinafter be put into effect on the Edison system under which consumer elects to be served.

The term of the agreement is three years from the date when service is first rendered and from year to year thereafter, subject to sixty days' prior written notice of termination by either party. In the event consumer should fail to take the service agreed upon for

a continuous period of three years after the date service is first rendered, consumer has agreed to reimburse Edison in the amount of \$2,508 for the cost of installing and removing the facilities required to furnish the service contemplated by the agreement.

The agreement 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, from time to time, direct in the exercise of its jurisdiction.

Edison's filed Rule and Regulation No. 2, Character of Service, Section A(2) states that its rate schedules are applicable for service where the customer purchases his entire electrical requirements from the utility. Edison states that consumer is unable to furnish its own increased load requirements for its entire plant, and desires to take service from Edison for a portion of the load, which portion can be severed from the balance of consumer's facilities. Edison believes that there is a good possibility of ultimately serving consumer's entire load requirements when the presently contemplated plant modernization takes place. Both parties to the contract agree that the service to be furnished under the contract does not constitute standby or breakdown service in any manner.

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

IT IS HEREBY ORDERED that Southern California Edison Company be and it is authorized to carry out the terms and conditions of the written contract, dated November 16, 1955, with Riverside Cement Company, and to render the service described therein under the terms, charges and conditions stated therein.

IT IS FURTHER ORDERED that Southern California Edison Company shall file with this Commission a statement showing the initial service date under said agreement 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 10th day of April, 1956.

[Signature]
President

[Signature]

[Signature]

[Signature]

Commissioners