ORIGINAL

Decision No. _____

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application of) SAN DIEGO GAS & ELECTRIC COMPANY) for authorization to carry out an) agreement dated December 15, 1958,) with General Dynamics Corporation) (Convair Division).

Application No. 40700

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OPINION AND ORDER

By the above-entitled application filed December 24, 1958, the San Diego Gas & Electric Company requests authority to carry out the terms and conditions of an agreement dated December 15, 1958, with the General Dynamics Corporation (Convair Division). A copy of this contract is attached to the application as Exhibit A.

Applicant now is and for some time past has been selling and delivering electric service to Convair at a location known as the Convair Ramp on Harbor Drive in the City of San Diego, for the operation of its wind tunnel and other load in the immediate vicinity.

Convair now desires additional electric service of approximately 12,000 volts, 3-phase, 60 cycles for about 12,000 kw of industrial radiant heat lamps and minor miscellaneous load. In addition, Convair desires to transfer all of the present load at said location, except for the load of the wind tunnel, from the existing service to the new service, and thereafter receive service for the wind tunnel load from the existing wind tunnel feeder through a separate service and meter, and to receive service for all other load at said location, including the industrial radiant heat lamps, from facilities to be installed in accordance with the provisions of the contract.

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Applicant states that in order to serve the contemplated load it will be necessary for it to install a 69/12-kv transformer bank of about 10,000/12,500-kva capacity with associated switching equipment at its Kettner Substation; install additional 12,000-volt overhead lines between Kettner Substation and Laurel Street; install two additional 12,000-volt, 3-phase underground cables from Laurel Street to Convair's location and install an additional meter location at Convair's location. Applicant will remove the service cable and the metering facilities now used for the present load exclusive of the wind tunnel. A map showing the proposed additions and rearrangement of facilities is attached to the application as Exhibit B.

The estimated cost to applicant of the above-described construction is \$297,700.

Convair has paid to applicant the sum of \$157,600, said sum being equal to the estimated nonrecoverable cost of installing and removing the equipment and facilities to be installed by the applicant if said facilities are removed in the near future. This advance will be subject to refund for a period not to exceed 120 months at the rate of \$750 per month during the time service is required by Convair for industrial radiant electric heat load in the amount of 12,000 kw or more.

Convair has agreed to pay for said electric service and energy in accordance with applicant's Schedule A-5 or any superseding schedule; provided, however, that the monthly payment during the term of the contract shall not be less than \$6,000 plus 50 cents per kw of industrial radiant heat lamps in excess of 12,000 kw, for which service is required by Convair, plus 0.8 cents per kilowatt-hour for each kilowatt-hour delivered. The detailed computations of the estimated revenues and expenses providing the bases for the

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above-mentioned minimum charges are contained in Exhibit C attached to the application.

The contract may be terminated by Convair upon thirty days' notice, provided service for said heat lamps is no longer required and may be terminated by applicant, (a) whenever Convair's load exceeds or is expected to exceed 12,500 kw at not less than 90 per cent power factor, based on a 15-minute integrated maximum demand with the instantaneous current at the delivery meter not to exceed 1,350 amperes at any point in the alternating current cycle, or (b) upon a showing before this Commission that termination of the contract is reasonable and a grant by this Commission of authorization for such termination.

The contract provides that it shall not become effective unless and until this Commission has granted to applicant the authority to carry out the terms and conditions of the contract. The contract also provided that it shall at all times be subject to such changes or modifications by this Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.

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 San Diego Gas & Electric Company be and is authorized to carry out the terms and conditions of the written agreement dated December 15, 1958, with General Dynamics Corporation (Convair Division).

IT IS FURTHER ORDERED that San Diego Gas & Electric Company shall file a statement with this Commission showing the date service

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is first supplied under said agreement, and subsequently shall file a statement promptly after termination of this contract showing the date when said contract was terminated.

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

San Francisco , California, this <u>17 th</u> day Dated at FEBRUARY o£ , 1959. resident Commissioners