

Decision No. 22220

BEFORE THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA.

In the Matter of the Joint Application
of SOUTHERN CALIFORNIA EDISON COMPANY
and CITY OF PASADENA for an Order
Authorizing Southern California Edison
Company to give to the City of Pasadena
an Option to buy certain lands and a
Power Plant located upon and along the
San Gabriel River in the County of Los
Angeles, California, and Authorizing
Southern California Edison Company,
upon the exercise of said Option by the
City of Pasadena, to sell to the City
of Pasadena, the said Property.

ORIGINAL

Application No. 16205.

B. F. Woodard, Attorney, for Southern California
Edison Company Ltd.
Harold P. Huls, City Attorney, and Neal P. Ross,
Deputy City Attorney, for City of Pasadena.
James H. Howard, General Counsel, Arthur A. Weber,
Assistant General Counsel, and Roy W. Bruce,
Attorney, for The Metropolitan Water District
of Southern California.

BY THE COMMISSION:

THIRD SUPPLEMENTAL OPINION AND ORDER

In this Third Supplemental Application, Southern
California Edison Company Ltd., hereinafter sometimes referred
to as Company, and the City of Pasadena, a municipal corporation
hereinafter sometimes referred to as the City, are joined by The
Metropolitan Water District of Southern California, a public
corporation hereinafter sometimes referred to as the District,
and request the authorization of that certain agreement dated
July 8, 1940, and made a part of the application as Exhibit "A."

Said agreement results in certain modifications and
changes in and additions to the initial agreements as authorized by

this Commission's original Decision No. 21985, dated January 6, 1930, and as subsequently modified in the First and Second Supplemental Opinions and Orders Nos. 25808 and 29460, respectively.

A public hearing in the matter was held in the court room of the Commission on Monday, October 28, 1940, before Examiner Wehe, at which time evidence was taken and the matter was submitted for decision.

Briefly, it may be stated in the way of an historical review that the original and supplemental authorizations under the application provided, in part, for the transfer by the Company to the City of certain power plant properties, commonly known and described as the "Azusa Power Plant," which transaction was completed and the deed recorded on June 20, 1933. As a part of the agreement, the Company was to take the out-put of the Azusa Plant as might be delivered to it by the City and re-deliver similar quantities of electrical energy at points of delivery specified and at the call of the City. For this service the Company was to receive a transmission charge of 2 mills per kilowatt-hour.

The record in the matter now pending shows that, in accordance with the agreement dated July 8, 1940, the Company agrees to deliver to the District and the City agrees that the Company may so deliver, for the operation of the District's Water Softening Plant near La Verne, the electrical energy to which the City is entitled under the agreement between the City and the Company. For this service the District will pay monthly to the City a generating charge of 2.5 mills per kilowatt-hour and to the Company a transmission charge of 2 mills per kilowatt-hour, plus \$1.00 per month per kilowatt of maximum demand established.

Another important provision of the July 8th agreement is the section dealing with standby service for the District's plant at La Verne. In this respect the Company agrees to provide the necessary electrical energy from its own system whenever there is insufficient energy from the City's Azusa Plant. For this service the District is to pay the Company at the rate of 4.5 mills per kilowatt-hour, plus \$1.00 per month per kilowatt of maximum demand established by the District at the La Verne Plant.

The energy so to be delivered to the District's La Verne Plant is to be three phase at 11,000 volts and 50 cycles.

The period of the contract, dated July 8, 1940, is for twenty-five (25) years from the time service is first rendered to the La Verne Plant. Such a period, the record shows, is the same as carried in the contract between the City and the District; that is, both contracts are to run concurrently. The record further shows that the contractual obligations between the City and the Company, as authorized when the deed was executed, was without time limit.

The contract of July 8, 1940, provides for this Commission's continuing control in accordance with General Order No. 53.

The Commission is of the opinion that this Third Supplemental Application and the request of the Applicants should be granted; therefore,

IT IS HEREBY ORDERED that Southern California Edison Company Ltd. be and it is hereby authorized to enter into the agreement set forth as Exhibit "A" as attached to

