

Decision No. 35248

BEFORE THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application of
 SAN DIEGO GAS AND ELECTRIC COMPANY,
 a corporation, for the approval of
 a contract with M. P. Barbachano
 and Border Telephone & Light Company,
 a Mexican corporation, covering the
 sale and distribution of electrical
 energy for use at Tia Juana, Mexico.

ORIGINAL

Application No. 24750

BY THE COMMISSION:

OPINION AND ORDER

This is an application of San Diego Gas and Electric Company, a corporation, hereinafter sometimes referred to as Applicant, for an Order authorizing a certain agreement dated October 2, 1941, made and entered into by and between Applicant and M. P. Barbachano and Border Telephone and Light Company, a Mexican corporation, hereinafter sometimes called customer. A copy of the proposed agreement marked Special Contract No. 47 is attached to and made a part of the application.

Under the terms and conditions set forth in said agreement Applicant agrees to furnish and sell electric energy to the customer for use at Tia Juana, California, and the customer agrees to purchase and take from Applicant a part of the electric energy required by it for distribution purposes in the territory reached by its electric distribution lines. All electric service will be metered and delivered at 11,600 volts by the Applicant on the American side of the border, delivery to the customer being over the Applicant's transmission line terminating at a point adjacent to the International Border Line and 122 feet west from Monument No. 255.

The rate provided for in the agreement is as follows:

Rate: Demand Charge of \$1.25 per kw. per month
plus Energy Charge:

First 50 kwhr/kw at 1.0¢ per kwhr*
Next 50 kwhr/kw at 0.8¢ per kwhr
Next 100 kwhr/kw at 0.7¢ per kwhr
Over 200 kwhr/kw at 0.6¢ per kwhr

* Base Rate subject to Fuel Clause, Power Factor
and Tax Clauses.

Minimum: \$2000.00 per month

Maximum Load: 1000 kw.

The power factor clause provides that if the average power factor during any month is less than 80 per cent lagging, there will be added to that month's bill an amount equal to one per cent of the net bill for each one per cent the average power factor is below 80 per cent.

It is also set forth in the agreement that the Applicant's consumers in the United States shall be given preference to its supply of electric energy. The service to the customer will be subject to discontinuation during any time upon notification to the customer that sufficient capacity is not available to fulfill the provisions of the proposed agreement. It is stipulated in the agreement that the minimum and demand charges as well as the size of energy blocks are subject to adjustment for the period during which Applicant is unable to render service. This provision appears necessary in view of the present national war situation and the heavy demands of the military and war industries served by the Applicant in the San Diego area.

The term of the agreement is for a period of three (3) years commencing November 1, 1941, or such later date as the Applicant procures the necessary authorizations and permits and has completed the necessary power line reconstruction work to render service. The agreement will be renewed from year to year, unless, and until, at least six (6) months prior to the expiration of the first three-year term or any subsequent

year, either party shall notify the other in writing of its desire to terminate the agreement at the expiration of said year. 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 proposed agreement shall not become effective until it has been authorized by the Railroad Commission of the State of California nor until the Company has obtained an Order from the Federal Power Commission authorizing the Applicant to transmit electrical energy from the United States, nor until the Company shall have received a Presidential Permit authorizing the construction of facilities required for the delivery of the electrical energy specified in the proposed agreement.

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 San Diego Gas and Electric Company is hereby authorized to enter into that certain proposed agreement with M. P. Barbachano and Border Telephone and Light Company, a Mexican corporation, set forth as Special Contract No. 47, attached to the within application and to render electric service to said M. P. Barbachano and Border Telephone and Light Company at the rates and under the terms and conditions set forth in the agreement; provided however that the authority herein granted shall not be taken as limiting the Commission's authority to modify or set aside such agreement by appropriate Order.

San Diego Gas and Electric Company shall file two copies of the agreement with the Commission within thirty (30) days after its execution.

The authority herein granted shall become effective as of the date hereof.

Dated at Los Angeles, California, this 14th day of April, 1942.

Justin F. Gorman
Ray H. Rice
H. Baker
Francis D. Havener
Richard K. Baker
 Commissioners