

Decision No. 45250

ORIGINAL

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application
of SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation, and CALIFORNIA ELECTRIC
POWER COMPANY, a corporation, for an
Order of the Public Utilities Commission
of the State of California authorizing
a certain agreement by and between
Applicants.

Application No. 27120

FIRST SUPPLEMENTAL OPINION AND ORDER

In this Supplemental Application, Southern California Edison Company (Edison) and California Electric Power Company (California Electric) request an order of this Commission authorizing said applicants to carry out the terms and conditions of a contract dated November 5, 1947, and referred to as "Eagle Mountain Delivery Supplemental Contract." A copy of said contract is attached to the application as Exhibit "A."

This Commission by Decision No. 38628, Application No. 27120, dated January 22, 1946, authorized the applicants to execute and carry out the terms and conditions of two contracts known as "Edison-California Electric 1945 Service Contract" and "Iron Mountain Delivery Supplemental Contract."

The applicants entered into the Edison-California Electric 1945 Service Contract on May 31, 1945. Under terms of said contract, Southern California Edison Company agreed to accept at Boulder Power Plant certain electric energy to which California Electric Power Company is entitled and deliver such energy to California Electric at the Edison Highgrove Substation at Highgrove, California, or such other delivery points as may be agreed upon at a later date.

Applicants in conformity with the terms of said Edison-California Electric 1945 Service Contract executed the Iron Mountain Delivery Supplemental Contract dated May 31, 1945. Such contract provided for delivery of energy at Iron Mountain as an alternate delivery point. Up to the date of this supplemental application, no energy has been delivered under the terms of said Iron Mountain Delivery Supplemental Contract.

Applicants, in conformity with the terms of said Edison-California Electric 1945 Service Contract, entered into a supplemental contract establishing the Eagle Mountain Pumping Plant of the Metropolitan Water District of Southern California as an alternate delivery point. Said contract dated November 5, 1947 is known as "Eagle Mountain Delivery Supplemental Contract."

Under the terms of said Eagle Mountain Delivery Supplemental Contract, the combined energy deliveries at Highgrove and Eagle Mountain are not to exceed the maximum demands or total annual kilowatt-hours provided for in said Edison-California Electric 1945 Service Contract. Energy delivered at Eagle Mountain is to be at 7 kv by the use of spare capacity of certain 230/7 kv transformers of the Metropolitan Water District now in place or by the installation of additional transformers. Should occasion require, Edison will install additional transformer capacity and California Electric will pay the annual charges associated with such additional transformer capacity in accordance with a formula set forth in the contract. Under this same formula, California Electric will pay annual charges for such interconnection equipment and appurtenances that Edison judges to be necessary. Edison is to be compensated for the use of spare capacity in the

District's transformers at the rate of one dollar and fifty cents (\$1.50) per year per kw of 30-minute maximum annual demand and for each year during which there shall be continuously available to California Electric not less than 1,000 kw, such payments will be not less than \$1,500 per year. Edison will provide suitable ground area for the installation of California Electric's 7/33 kv transformer bank and take-off structures for its transmission line to the Kaiser Iron Mine, Riverside, California. California Electric will reimburse Edison for any amounts paid for rental charges for lands required from the Metropolitan Water District. The term of the contract, from and after its date, is the same as the term of said Edison-California Electric 1945 Service Contract^{1/} except that California Electric may terminate it on one year's notice provided it suitably compensates Edison for any interconnection equipment or additional transformer capacity Edison may have installed in order to deliver energy under the terms of the contract.

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 and California Electric Power Company be and they are hereby authorized to carry out the terms and conditions of the

^{1/} The 1945 Service Contract, according to Section 28 thereof, will continue until midnight, May 31, 1987, with certain provisions for possible earlier termination.

written contract, dated November 5, 1947, a copy of which is attached to the First Supplemental Application herein.

The effective date of this order shall be twenty (20) days after the date hereof.

Dated at San Francisco, California, this 16th day of January, 1951.

R. F. Anderson
Justice F. Coe
Harold P. Kuls
Herbert P. Potter
Commissioners.