

Decision No. 46925

ORIGINAL

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 the City of Anaheim, a)
municipal corporation, for the fur-)
nishing of electric service to said)
City for resale purposes.)

Application No. 33015

OPINION AND ORDER

In this application Southern California Edison Company requests authority to enter into and carry out the terms of an agreement dated November 13, 1951, with the City of Anaheim. This agreement contains the terms and conditions under which applicant will render electric service to the City. A copy of the agreement is attached to the application as Exhibit "A".

Applicant has been serving the City in accordance with provisions of a contract dated July 10, 1945, authorized by this Commission August 28, 1945, by Decision No. 38167 in Application No. 26861. The contract dated July 10, 1945, was amended by Supplemental Service Agreement dated May 28, 1947, authorized June 28, 1947, by Decision No. 40484. This supplement provided for surcharge payments by the City to Edison in compensation for the conversion of City's consumers equipment for operation on 60 cycles. By Second Supplemental Service Agreement dated November 13, 1951, an adjustment was made in the surcharge payments and they were terminated as of January 19, 1951. This Second Supplemental Service Agreement was authorized February 26, 1952, by Decision No. 46791.

The term of the new agreement will become effective upon the date authorized by this Commission and will continue until June 30, 1956, unless terminated by written notice given by either party to the other not less than thirty (30) days prior to June 30, 1956, or not less than thirty (30) days prior to June 30 of such succeeding year.

The rate for electric service under the new agreement is the same as the rate in the preceding contract except that all demands over 11,000 kilowatts will be billed at 70 cents rather than 75 cents per kilowatt. The new agreement provides basically the same rates as those charged other municipalities supplied with electric energy by applicant, as shown in the following tabulation:

<u>DEMAND CHARGE</u>					<u>Per Month</u>
First	200 kw	of	maximum demand		\$1.25 per kilowatt
Next	300	"	"	"	1.05 " "
Next	2,500	"	"	"	.85 " "
Next	3,000	"	"	"	.80 " "
Next	5,000	"	"	"	.75 " "
All over	11,000	"	"	"	.70 " "

PLUS ENERGY CHARGE

First	200,000 kwh	per month		0.75¢ per kwh
Next	300,000	"	"	0.66¢ " "
Over	500,000	"	"	0.62¢ " "
	Except that all kilowatt-hour use in excess of 400 kilowatt hours per kilowatt of demand, at			0.55¢ " "

MINIMUM CHARGE

The minimum charge shall be the demand charge.

The charges are further subject to graduated adjustment for power factor variations limited to a maximum of 10% penalty or discount.

A statement of deliveries to the City of Anaheim submitted as First Amendment to the application shows that the maximum demand in 1951 was 8,160 kilowatts. This compares with a maximum demand of 4,416 kilowatts in 1948 as shown in applicant's annual report to the

Commission for that year. Indications are that a maximum demand of 11,000 kilowatts may be reached in the year 1954.

Service will be delivered and metered at 11,000 volts at applicant's substation in the City of Anaheim and applicant is to install, own, maintain and operate the transformers, switches and other appurtenances necessary to transform from 11,000 volts to 2,300 volts that portion of the energy which is required by the City for distribution at 2,300 volts from the substation.

If during the term of the agreement the City elects to change over its 2,300-volt distribution system to 4,160 volts, Edison will reconnect such apparatus as necessary so that the City may distribute energy at 2,300 volts and 4,160 volts during the period of change-over, provided that the change-over is performed expeditiously and without delay. If Edison furnishes temporary facilities to aid in the change-over it is agreed that the City will pay Edison's cost of installing and removing said temporary facilities.

Except for those consumers, if any, outside of the city limits of Anaheim being served by the City on the date of the agreement, all of the energy supplied under the agreement is to be sold, distributed and used only within the city limits of Anaheim. Under the agreement, Edison may continue to serve those consumers within the city limits as it shall be serving at the date of the agreement. City would have the right to serve the latter consumers except the City of Fullerton's pumping plant at 1029 North Palm, upon purchase from Edison of such lines and facilities within the City used for service to said customers. Upon exercise of such right by the City, Edison would have a similar right to serve those consumers supplied by the City outside of the city limits subject to Edison's purchase of the City's facilities outside of the limits of the city.

The contract contains the statement that the contract rate has been designed in relation to Edison's existing rate structure including the schedules now filed with the Commission, and in the event of changes in any rate schedules, or otherwise, affecting the existing rate structure, it is contemplated that commensurate adjustments will be made in the contract rate.

The agreement states that at all times it shall be subject to such changes or modifications as this Commission from time to time may 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, that a public hearing is not necessary, and good cause appearing; therefore,

IT IS HEREBY ORDERED that Southern California Edison Company be and it is authorized to enter into and carry out the terms and conditions of an agreement with the City of Anaheim, dated November 13, 1951.

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

Dated at San Francisco, California, this 12th day of April, 1952.

A. T. Anderson
President.
Justice J. Calver
Harold P. Kula
John L. [unclear]
Commissioners.