

ORIGINAL

Decision No. 47169

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 a written)
contract between Applicant and the)
SOUTHERN SAN JOAQUIN MUNICIPAL UTILITY)
DISTRICT, dated July 12, 1951.)

Application No. 32899

Bruce R. Renwick, Gail Larkin, Rollin E. Woodbury,
for applicant; J. J. Deuel for California Farm
Bureau Federation; Bert Green, Manager, Southern
San Joaquin Municipal Utility District; George M.
Pierce for Bureau of Reclamation; interested
parties; C. T. Mess for the staff of the Public
Utilities Commission.

O P I N I O N

Southern California Edison Company, by the above-entitled application, filed November 13, 1951, requests an order of the Commission authorizing it to carry out the terms and conditions of an agreement dated July 12, 1951, with the Southern San Joaquin Municipal Utility District. Said agreement relates to the supply of electric energy and service to the District. A copy of said agreement, marked "Exhibit A", is attached to the application and by reference made a part hereof.

A public hearing on this application was held before Commissioner Huls and Examiner Knerr on February 8, 1952, at San Francisco, California.

The agreement provides that Edison will deliver and sell, and the District will take and pay for, all of the electric energy and service required by the District for all uses which the District may employ in connection with the operation of its water distribution

system, located within the established boundaries of the Southern San Joaquin Municipal Utility District as they now exist or hereafter may be modified, under and in accordance with Edison's effective Rate Schedule PAP-2 and Edison's effective rules and regulations on file with this Commission. The agreement provides that it becomes effective for a term of five years from and after the date the District first takes service and thereafter for successive terms of one year each, provided that the agreement may be terminated upon expiration of said original term or any extended term by either party giving written notice to the other of intention to terminate 90 days prior to the expiration of said original term or any extended term. The agreement also provides that it shall be subject to such changes or modifications as this Commission may direct from time to time in the exercise of its jurisdiction.

Applicant's witness testified that service is to be rendered under the agreement and rates charged therefor entirely in accord with the terms and provisions of applicant's Schedule PAP-2, with two possible exceptions. The first exception is that service proposed to be rendered under the agreement covers seven pumping plants and five moss screen plants, although Schedule PAP-2 states that it is applicable to agricultural power service for irrigation pumping only. The second exception is that the proposed agreement would run for five years, although Schedule PAP-2 contains a condition stating that it is applicable only on a three-year contract. Applicant's witness stated that as a practical matter the moss screening plants form an integral part of the over-all irrigation pumping activities and for that reason applicant proposed to serve the moss screening plants as well as the pumping installations under the PAP-2 schedule. He indicated that it was with the moss screening installations in mind that the agreement was worded to provide for all uses which the

District may employ in connection with the operation of its water distribution system, and the lighting requirements of the District would be provided under the applicable general lighting schedule, L-21. Exhibit No. 4 indicates that the total connected load will be entirely in motors aggregating 3,741 hp, of which 371 hp will be in moss screen drive motors and flush pumps.

Applicant's witness stated that the five-year term was proposed because of the substantial investment contemplated by applicant to render the service and because of a competitive situation referred to in the application. The application recites that prior to the execution of the agreement dated July 12, 1951, the United States, acting through the Bureau of Reclamation, Department of the Interior, made certain offers to the District for the furnishing of electric service and energy and requested the District to enter into a contract with the United States therefor. The witness stated that the estimated cost of local distribution plant which has been or will be installed to establish service for the load covered by the contract was approximately \$49,000. Also, he stated that additions to the Browning substation to provide 6,000 kva additional capacity were estimated to cost \$54,000 and would be made in 1952. He stated that 3,358 hp of the load to be served under this agreement would be served through Browning substation. Full operation was expected in 1954 with not to exceed 40% in 1952 and 75% in 1953.

Applicant's witness presented an estimate that the revenue under assumed full operation of the District's facilities for a year, requiring 6,234,500 kilowatt-hours, would be approximately \$43,937. He stated that there would be no difference between the estimated revenues under the proposed agreement and those under standard application of Schedule PAP-2 since the service under the agreement is substantially in accordance with said schedule. He also stated that

It was intended, if Schedule PAP-2 were changed either upward or downward, pursuant to Commission authorization, that such changes would apply to the service. He stated that all of the 12 installations proposed to be served under this agreement are located in Edison territory and that the service by Pacific Gas and Electric Company of four other plants outside of Edison's service area would not be contrary to the provisions of Edison's Schedule PAP-2.

The representative of the California Farm Bureau Federation stated that the agreement was in the interests of farmer landowners and that his organization was in support of the application.

It is apparent that the proposed agreement provides for service substantially in accordance with the provisions of applicant's Schedule PAP-2, which is an open tariff, and that the five-year term should be authorized in view of the substantial investment on the part of applicant.

O R D E R

Public hearing having been held on the above-entitled application, the matter having been submitted and now being ready for decision,

IT IS HEREBY ORDERED that applicant be and it is authorized to carry out the terms and conditions of the written agreement dated July 12, 1951 with the Southern San Joaquin Municipal Utility District and to render the service described therein under the terms and conditions thereof.

IT IS HEREBY FURTHER ORDERED that Southern California Edison Company shall notify this Commission of the date on which the

agreement became effective and shall notify the Commission of the date of termination of the agreement within 30 days after said date of termination.

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

Dated at San Francisco, California, this 16th day of May, 1952.

A. J. [Signature]
President.
Justice F. [Signature]
Harold P. Hula
Kenneth Potter
Commissioners.

