

ORIGINAL

Decision No. 47459

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application of)
SOUTHERN CALIFORNIA EDISON COMPANY,)
a corporation, for authority to)
enter into and carry out the terms) Application No. 33488
of a service agreement with Terra)
Bella Irrigation District dated as)
of April 25, 1952.)

OPINION AND ORDER

Southern California Edison Company, by the above-entitled application, filed June 12, 1952, requests an order of the Commission authorizing it to enter into and carry out the terms and conditions of an agreement dated April 25, 1952, with the Terra Bella Irrigation District. Said agreement relates to the supply of electric energy and service to the District. A copy of the agreement, marked "Exhibit A", is attached to the application and by reference made a part hereof.

The agreement provides that Edison will deliver and sell and the District will take and pay for all electric energy and service required by the District, during the term of the agreement, for power purposes for irrigation pumping in connection with the operation of the District's irrigation system. Under the terms of the agreement, the sale and purchase is to be at the rates and under the terms and conditions set forth in Edison's Tariff Schedule PAP-2, except as expressly provided for in the agreement, as said schedule now exists or as it may hereafter be amended or superseded, and in accordance with and subject to Edison's rules and regulations on file from time to time with this Commission.

Specific terms of the agreement provide that

- a. During the term of the agreement District shall have the option of electing to take all energy and service required by District for power purposes for irrigation pumping under any other applicable tariff schedule or schedules of Edison on file with this Commission as provided in Edison's rules and regulations, and
- b. The term of the agreement shall be for a period of five years from and after the date electric energy and service is first delivered to the District under the agreement, 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 written notice by either party to the other of its intention so to terminate the agreement not less than 90 days prior to the expiration of said original term, or any extended term.

Edison's Schedule PAP-2, as presently filed, is applicable only on a three-year contract.

The estimated cost of local distribution plant which has been or will be installed in addition to existing local distribution plant to establish service for the load covered by the contract is approximately \$5,900. Full service at the District facilities is not expected to be required until July 15, 1952 and it is not expected that the load will exceed 90% in 1952. It is presently estimated that the revenue under assumed full operation of the District's facilities for a year, based upon an estimated requirement of 6,600,000 kilowatt-hours will be approximately \$48,000.

Applicant alleges that the supplying of electric service and energy under the terms of said contract will be of benefit and advantage to its consumers and stockholders and that the rates and terms and conditions set forth therein are fair, just and reasonable.

The agreement provides that it shall not become effective until authorized by this Commission and that it shall be subject at all times to changes or modifications by this Commission as directed from time to time 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 and that a public hearing is not necessary, 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 the written agreement dated April 25, 1952 with the Terra Bella Irrigation District and to render the service described therein under the terms, charges and conditions stated therein.

IT IS HEREBY FURTHER ORDERED that Southern California Edison Company shall notify this Commission of the date of commencement of the five-year term of said agreement and shall also notify this Commission promptly thereafter of the date of termination of the agreement.

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

Dated at San Francisco California, this 15th day of July, 1952.

R. B. [Signature]
President.

[Signature]

[Signature]

[Signature]
Commissioner.