

ORIGINALDecision No. 48706

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 SHELL OIL COMPANY, a cor-)
 poration, dated April 6, 1953.)

Application No. 34405

OPINION AND ORDER

In this application Southern California Edison Company requests authority to carry out the terms of an agreement dated April 6, 1953, with Shell Oil Company hereinafter referred to as Shell. Said agreement provides for the installation, operation and maintenance by applicant of an alternate service line supply to Shell, and requires payment by Shell of installation and removal costs if said alternate line service is abandoned within five years, and payment of a monthly charge for said alternate line service. A copy of the agreement is attached to the application and marked Exhibit B.

The agreement states that Shell has requested applicant to install said alternate line in order to secure a higher degree of continuity of service than is possible with normal single line electric service for its Brea Canyon Absorption Plant in Orange County, California. The alternate service line will be constructed to supply dual line service through an automatic transfer manual reset switch. The agreement also states that applicant's additional investment to render the alternate line service is estimated to be \$7,839. The agreement further provides for payment by Shell of a monthly sum equal to $1\frac{1}{2}$ per cent of the added investment necessary

to render such alternate service. The exact amount of this added investment will be determined upon completion of said alternate service line when final cost figures are available, and the monthly payments made previous to the time when such final cost figures are available will be subject to adjustment when such figures are available. The term of said agreement is for a period of five years from the date of availability of service thereunder, and from year to year thereafter, or until such time as the agreement covering the supply of electric service to Shell's facilities is terminated, subject, however, to the right of either party to terminate the agreement for alternate line service on six months' written notice. The agreement further provides that should Shell abandon said alternate service line at any time during the five years following the effective date of this contract, Shell agrees to pay on demand to applicant the sum of \$3,641 to cover the installation and removal cost of said alternate service line. In the event of partial construction of said line Shell agrees to pay on demand a proportionate amount of said sum, to be apportioned by applicant on the basis of the ratios which the cost of the partial construction bears to the estimated cost of the completed construction.

In its application Southern California Edison Company states that the terms and conditions set forth in the agreement are fair, just and reasonable. The agreement contains the provision that the contract at all times shall be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may direct from time to time in the exercise of its jurisdiction.

The Commission having considered the above-entitled application and being of the opinion that the request of applicant should be granted, and that a public hearing thereon is not necessary,

IT IS HEREBY ORDERED that Southern California Edison Company be and it is authorized to carry out the terms and conditions of the written agreement dated April 6, 1953 with Shell Oil Company, 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 file with the Commission a statement showing the date on which service thereunder is established and shall file a statement promptly after termination showing the date when said agreement was terminated.

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

Dated at San Francisco, California, this 16th day of June, 1953.

R. T. [Signature]
President
Justus F. [Signature]
Harold [Signature]

Commissioners