

PUBLIC UTILITIES COMMISSION

SAN FRANCISCO, CA 94102-3298



April 26, 2002

Advice Letter: 1609-E

Akbar Jazayeri  
Director of Revenue and Tariffs  
Southern California Edison Company  
P O Box 800  
Rosemead, CA 91770

MAY 02 2002  
REVENUE & TARIFFS DEPT.

Reference: Amended special facilities agreement with the United States Department of Defense  
at Edwards Air Force Base

Dear Mr. Jazayeri:

Advice Letter 1609-E is effective April 2, 2002. A copy of the advice letter is included herewith for your records.

Sincerely,

A handwritten signature in black ink, appearing to read "Douglas Long".

Douglas Long  
Energy Division

Filed: 4/3/02  
Effective: 4/2/02

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April 3, 2002

**ADVICE 1609-E**  
**(U 338-E)**

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA  
ENERGY DIVISION

**SUBJECT:** Amended Special Facilities Agreement Between Southern California Edison and the United States Department of Defense at Edwards Air Force Base

Southern California Edison Company (SCE) hereby submits for filing the following changes to its tariff schedule as listed in Attachment A. In addition, SCE submits an Amended Special Facilities Agreement regarding the South Base 115kV line extension at Edwards Air Force Base (Edwards). The Amended Special Facilities Agreement (Amended Agreement) was executed on April 2, 2002, and is attached hereto as Attachment B.

**PURPOSE**

This advice filing seeks to add the Amended Agreement between SCE and Edwards to SCE's List of Contracts and Deviations. This Amended Agreement will replace the current Agreement in place since 1992. The amendment to the current agreement is necessary so that the method used to determine the monthly facilities charge is consistent with SCE's current tariffs and with the provisions of the recently approved 2001 Power Displacement Agreement.

**BACKGROUND**

**Description of the Special Facilities Agreement**

In 1991, SCE and Edwards entered into a Special Facilities Agreement for SCE to construct in two phases a 115 kV line extension to the South Base substation on the Edwards Air Force Base. This Special Facilities Agreement was filed with the California Public Utilities Commission (Commission) and approved in Resolution E-3233 on September 25, 1991. In 1992, SCE and Edwards revised the Special

Facilities Agreement to reflect changes in the scope of the 115 kV line extension project. The revised agreement was submitted to the Commission and approved on April 17, 1992. The 115 kV line project was completed in late 1991 and SCE has been charging a monthly facilities charge to Edwards pursuant to the terms of the Special Facilities Agreement since that time.

On August 8, 2001 in Advice 1569-E, SCE and Edwards submitted a revised Power Displacement Agreement (2001 PDA) to replace the PDA that expired on October 1, 2001. The Commission approved the 2001 PDA on September 17, 2001. The 2001 PDA allows Edwards to increase its scheduled deliveries from Western Area Power Administration (Western) to SCE of low cost federal preference power that would otherwise not be available to California. The increased deliveries of the Western power negatively impacts the terms of the current Special Facilities Agreement for the 115 kV line extension.

### **Description of the Amended Special Facilities Agreement**

The current Special Facilities Agreement identifies the terms and conditions that define the average base rate charge and the method used to determine the monthly facilities charge that Edwards is billed. Specifically, the average base rate charge as defined in the agreement represent the parties' best proxy in 1991 of the level of distribution charges in SCE's fully bundled rates. With regard to the monthly facilities charge, the current agreement states that Edwards will be billed for any amounts that exceed 18% times the average base rate charge and that Edwards is not billed a monthly facilities charge for any month during which the monthly facilities cost does not exceed 18% of the average base rate charge.

With the approval of the 2001 PDA that requires Edwards to pay all of the distribution charges applicable to the Edwards service accounts, the existing terms and conditions in the current Special Facilities Agreement need to be revised to accurately reflect SCE's unbundled distribution charges. Otherwise, the monthly facilities charges calculated using the proxy for SCE's distribution charges as defined in the current agreement (i.e., 18% of the average base rate charge) will produce inaccurate monthly facilities charges that were never intended to occur by the parties.

Thus, in order to avoid any unintended consequences of using inaccurate information, SCE and Edwards have agreed to amend the current Special Facilities Agreement with the following:

- Replace the definition of "average base rate charge" as a proxy for SCE's distribution charges with SCE's current "total distribution charges";

- Consistent with the 2001 PDA, specifically identify the Edwards service accounts to which the total distribution charges apply; and
- Replace the “18% times the average base rate charge” component of the monthly facilities charge determination with SCE’s “total distribution charges.”

In addition, SCE and Edwards have agreed to other minor changes to the current Special Facilities Agreement. These minor changes include revising the total installed cost of the line extension project to be the actual installed cost since the line extension is completed and specifying that the “added facilities monthly rate” is always the most current rate reflected in SCE’s tariffs.

Each of these changes ensure that the Amended Agreement will continue to operate as originally contemplated by the parties and as approved by the Commission. The Amended Agreement is included as Attachment B.

No cost information is required for this advice filing.

This advice filing will not increase any rate or charge, cause the withdrawal of service, or conflict with any other schedule or rule.

### **EFFECTIVE DATE**

SCE submits this advice letter pursuant to the terms of General Order 96-A, Section X, Paragraph B applicable to service provided to the United States and its departments and respectfully requests that this advice filing and the Amended Agreement become effective on April 2, 2002.

### **NOTICE**

Anyone wishing to protest this advice filing may do so by letter via U.S. Mail, facsimile, or electronically, any of which must be received by the Energy Division and SCE no later than 20 days after the date of this advice filing. Protests should be mailed to:

IMC Program Manager  
Energy Division  
California Public Utilities Commission  
505 Van Ness Avenue, Room 4002  
San Francisco, California 94102  
Facsimile: (415) 703-2200  
E-mail: [jjr@cpuc.ca.gov](mailto:jjr@cpuc.ca.gov)

Copies should also be mailed to the attention of the Director, Energy Division, Room 4004 (same address above).

In addition, protests and all other correspondence regarding this advice letter should also be sent by letter and transmitted via facsimile or electronically to the attention of:

Akbar Jazayeri  
Director of Revenue and Tariffs  
Southern California Edison Company  
2244 Walnut Grove Avenue, Rm. 303  
Rosemead, California 91770  
Facsimile: (626) 302-4829  
E-mail: Emelyn.Lawler@sce.com

Bruce Foster  
Vice President of Regulatory Operations  
Southern California Edison Company  
601 Van Ness Avenue, Suite 2040  
San Francisco, California 94102  
Facsimile: (415) 673-1116  
E-mail: Bruce.Foster@sce.com

There are no restrictions on who may file a protest, but the protest shall set forth specifically the grounds upon which it is based and shall be submitted expeditiously.

In accordance with Section III, Paragraph G, of General Order No. 96-A, SCE is furnishing copies of this advice filing to the interested parties shown on the attached service list. Address change requests to the attached GO 96-A Service List should be directed to Emelyn Lawler at (626) 302-3985 or by electronic mail at [Emelyn.Lawler@sce.com](mailto:Emelyn.Lawler@sce.com). For changes to all other service lists, please contact the Commission's Process Office at (415) 703-2021 or by electronic mail at [ven@cpuc.ca.gov](mailto:ven@cpuc.ca.gov).

Further, in accordance with Public Utilities Code Section 491, notice to the public is hereby given by filing and keeping the advice filing open for public inspection at SCE's corporate headquarters. To view other SCE advice letters filed with the Commission, log on to SCE's web site at <http://www.sce.com/> and choose Regulatory Info Center/Advice Letters.

For questions, please contact Paul Kubasek at (626) 302-8183 or by electronic mail at [Paul.Kubasek@sce.com](mailto:Paul.Kubasek@sce.com).

**Southern California Edison Company**

Akbar Jazayeri

AJ:pk  
Enclosures

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
Revised 31079-E	List of Contracts & Deviations List of C&D	Revised 18887-E
Revised 31080-E	Table of Contents	Revised 30594-E
Revised 31081-E	Table of Contents	Revised 30534-E

List of Contracts and Deviations

Sheet 2

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LIST OF CONTRACTS AND DEVIATIONS  
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Name and Location of Customer	Type or Class of Service	Date of		Commission Authorization Number	Most Comparable Regular Tariff Schedule No.	Contract Difference
		Execution	Expiration			
RATES - RETAIL (Continued) City of Los Angeles Dept. of Airports, Ontario International Airport, 7 contracts	General	08-03-89	Termination of service	G.O. 96-A-X-B Advice 849-E	GS-SP	Unmetered service to noise monitoring devices.
City of Los Angeles Dept. of Airports, Los Angeles International Airport, 10 contracts	General	09-13-89	Termination of service	G.O. 96-A-X-B Advice 849-E	GS-SP	Unmetered service to noise monitoring devices.
Southern California Energy Coalition	General	11-03-82	07-01-97 unless extended	Res. E-2097 Advice 717-E	TOU-8	Interruptible Load
South Bay Energy Coalition	General	01-31-86	15 calendar yrs. unless terminated	Res. E-2097 Advice 718-E	TOU-8	Demand reductions
Southern California Energy Coalition II	General	01-31-86	15 calendar yrs. unless terminated	Res. E-2097 Advice 719-E	TOU-8	Demand reductions
H & L Tooth Company	General	N/A	N/A	G. O. 96-A Advice 906-E	I-3	Deviation from Special Cond. 10
Edwards Air Force Base Kern/San Bernardino Counties	General	04-02-02	Upon 30 days written notice	G.O. 96-A-X-B Advice 1609-E	TOU-8	Facilities Charge (T) (T)
Calaveras Portland Cement Company	General		Upon 30 days written notice	Res. E-3237 Advice 909-E	TOU-8	Flat rate transformer losses
Tamco Steel, Inc.	General		Termination of Spot Pricing Amendments (SPA)	Res. E-3270 Advice 933-E	I-5-A Rule 9	Combined meter readings
Tamco/Ferromet	General	07/22/94	Termination of Agreement	Res. E-3395 Advice 1068-E	Sched. TOU-8	Deviation from Special Cond. 16
Tamco/Industrial Wire	General	07/22/94	Termination of Agreement	Res. E-3395 Advice 1068-E	Sched. TOU-8	Deviation from Special Cond. 16

(Continued)

(To be inserted by utility)

 Advice 1609-E

Decision \_\_\_\_\_

Issued by

John R. Fielder
Senior Vice President

(To be inserted by Cal. PUC)

 Date Filed Apr 3, 2002

 Effective Apr 2, 2002

Resolution \_\_\_\_\_



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(To be inserted by utility)  
Advice 1609-E  
Decision \_\_\_\_\_

Issued by  
John R. Fielder  
Senior Vice President

(To be inserted by Cal. PUC)  
Date Filed Apr 3, 2002  
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(To be inserted by utility)  
Advice 1609-E  
Decision \_\_\_\_\_

Issued by  
John R. Fielder  
Senior Vice President

(To be inserted by Cal. PUC)  
Date Filed Apr 3, 2002  
Effective Apr 2, 2002  
Resolution \_\_\_\_\_

Amended Application  
And  
Contract for Facilities

## AMENDED APPLICATION AND CONTRACT FOR FACILITIES

This Amended Application and Contract for Facilities ("Amended Agreement") is entered into between THE UNITED STATES AIR FORCE ("Applicant") and SOUTHERN CALIFORNIA EDISON COMPANY ("SCE"), and it replaces a previous agreement that was executed on March 16, 1992 and approved by the Commission with an effective date of May 12, 1992.

At the request of the Applicant, SCE installed at the Applicant's expense and allocated for Applicant's use at Edwards Air Force Base, located in Kern and San Bernardino Counties, State of California, facilities consisting of Distribution, Transmission and Substation apparatus, as set forth in Attachment A, at a Total Installed Cost of \$3,789,377.72 over and above the cost of standard facilities which SCE would normally provide or allocate, for standard service in accordance with its tariffs on file with and authorized by the California Public Utilities Commission ("Commission"), subject to certain terms and conditions.

The parties now agree to modify those terms and conditions as follows:

1. A Monthly Facilities Cost will be calculated by multiplying the Total Installed Cost of Facilities as set forth herein by 1.31% or any superceding percentage authorized by the Commission for Added Facilities as set forth in SCE's Rule 2, Section H. A Monthly Charge, as described in Paragraph 3 below, shall commence on the date the Facilities are first available for Applicant, as determined by SCE and SCE will notify Applicant, in writing, of such commencement date.
2. The Total Distribution Charges shall be defined as the sum of the monthly unbundled Distribution Charges pursuant to the applicable tariff schedules for the following Service Accounts, which receive power from SCE pursuant to the 2001 Power Displacement Agreement ("2001 PDA"):

3-000-0092-12	Edwards Air Force Base Main Base
3-004-0666-39	Edwards Air Force Base South Base Substation
3-000-0092-11	Edwards Air Force Base AFRL Test
3. Applicant shall be billed a Monthly Facilities Charge on a monthly basis for any amount the Monthly Facilities Cost exceeds the Total Distribution Charges that are included in the monthly bills pursuant to the tariff schedules that are applicable to the Service Accounts that are specified in Paragraph 2 above. Applicant shall not be billed a Monthly Facilities Charge for any month during which the Total Distribution Charges exceed the Monthly Facilities Cost.
4. Each month, SCE shall record in a tracking account any amount by which the Total Distribution Charges exceed the Monthly Facilities Cost. Twelve months after the Facilities are first available for Applicant and annually thereafter, SCE shall apply a credit, without interest, to Applicant's next monthly bill if, and only if, Applicant has paid one or more Monthly Charges during the preceding twelve months and there is a balance in the tracking account. The amount of such credit, if any, will be equivalent to the lesser of the sum of the Monthly Charges paid during the preceding twelve months or the balance in the tracking account. Annually, after it is determined whether a credit will be applied, the balance in the tracking account shall be reset to zero.
5. The Monthly Charge, and any credits pursuant to Paragraph 4, may be initially based upon an estimate of the Total Installed Cost of Facilities. When the recorded book costs have been determined by SCE, the Monthly Charges and credits will be based on such recorded costs and adjusted retroactively to the date when service was first rendered by means of such Facilities. Additional charges resulting from such adjustments will, unless other terms are mutually agreed upon, be payable within thirty (30) days from the date of presentation of a bill therefore. Any credits resulting from such adjustments will, unless other terms are mutually agreed upon be refunded to Applicant;

6. The Monthly Facilities Cost shall automatically increase or decrease without formal amendment to this Amended Agreement if the Commission should subsequently authorize a higher or lower percentage rate in the calculation of the costs of ownership for Facilities as stated in Rule 2.H, effective with the date of such authorization.
7. Where it is necessary to install Facilities on Applicant's premises, Applicant hereby grants to SCE (a) the right to make such installation on Applicant's premises along the shortest practical route thereon and of sufficient width to provide legal and safe clearance from all structures and facilities now or hereafter erected on Applicant's premises for any facilities of SCE, and (b) the right of ingress to and egress from Applicant's premises at all reasonable hours for any purpose reasonably connected with the operation and maintenance of the Facilities.
8. Where formal rights-of-way or easements are required in, on, under, and over Applicant's property or the property of others for the installation of the Facilities, Applicant understands and agrees that SCE shall not be obligated to install the Facilities unless and until any necessary permanent rights-of-way or easements, satisfactory to SCE, are granted without cost to SCE.
9. SCE shall not be responsible for any delay in completion of the installation of the Facilities resulting from shortage of labor or materials, strike, labor disturbances, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgments of any court or commission, delay in obtaining necessary rights-of-way and easements, act of God, or any other cause or condition beyond control of SCE. SCE shall have the right in the event it is unable to obtain materials or labor for all of its construction requirements, to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs of its customers, and any delay in construction hereunder resulting from such allocation shall be deemed to be a cause beyond SCE's control.
10. Facilities provided hereunder shall at all times remain the property of SCE.
11. If it becomes necessary for SCE to alter or rearrange the Facilities, Applicant shall be notified of such necessity and shall be given the option to either terminate this Amended Agreement in accordance with Paragraphs 12 or to pay to SCE additional charges consisting of:
  - (a) A facility termination charge for that portion of the Facilities which is being removed because of alteration or rearrangement, such charge to be determined in the same manner as described in Paragraph 12; plus
  - (b) A revised Monthly Charge, as appropriate, based on the total net additional installed cost of all new and remaining Facilities. Such revised Monthly Charge shall be determined and used in the same manner as described in Paragraphs 3 and 4.
12. Upon discontinuance of the use of any Facilities due to termination of service, termination of this Amended Agreement, or otherwise:
  - (a) Applicant shall pay to SCE on demand (in addition to all other monies to which SCE may be legally entitled by virtue of such termination) a facility termination charge defined as the installed cost (including any Income Tax Component of Contribution), plus the removal cost, less the salvage value for the Facilities to be removed and any depreciation recovery credits, as determined by SCE in accordance with its standard accounting practices.
  - (b) SCE shall be entitled to remove and shall have a reasonable time in which to remove any portion of the Facilities located on the Applicant's premises.
  - (c) SCE may, at its option, alter, rearrange, convey, or retain in place any portion of the Facilities located on other property off Applicant's premises. Where all or any portion of the Facilities located off Applicant's premises are retained in place and used by SCE to provide permanent service to other customers, an equitable adjustment will be made in the facility termination charge.

(d) This termination provision shall not be applicable to a termination, which occurs immediately following three (3) continuous years of service under this Amended Agreement where no Net Monthly Charges were billed under the provisions of Paragraph 3 herein.

- 13. Applicant may, with SCE's consent, assign this Amended Agreement if the assignee thereof agrees, in writing, to perform Applicant's obligations hereunder. Such assignment will be deemed to include, unless otherwise specified therein, all of Applicant's rights to any refunds, which might become due upon discontinuance of the use of any Facilities.
- 14. This Amended Agreement shall be effective on April 1, 2002, subject to approval of the Commission.
- 15. This Amended Agreement shall, at all times, be subject to changes or modifications as the Commission may, from time to time, direct in the exercise of its jurisdiction.

DATE 1 Apr 02

APPLICANT: Edwards AFB CA

By: [Signature]  
Mike Keating

Mail Address: S South Wolfe Ave

Edwards AFB CA 93524

Approved and Accepted for  
SOUTHERN CALIFORNIA EDISON COMPANY

By: [Signature]  
Paul CBarr

Date: 4/2/02

APPROVED  
STEPHEN E. PICKETT  
Sr. Vice President and  
General Counsel  
By: [Signature]  
Phil Attorney  
2002

**SOUTHERN CALIFORNIA EDISON COMPANY**  
**SUMMARY OF CONSTRUCTION COSTS**  
**TO PROVIDE ADDED FACILITIES TO**  
**EDWARDS AIR FORCE BASE - SOUTH BASE SUBSTATION (LINE SIDE)**

<u>WORK ORDER</u>	<u>WORK ORDER DESCRIPTION</u>	<u>AMOUNT</u>
4750-1136	Edwards-Holgate-South Base 115kV Transmission Line - Construct a 13 Mile Tap Line to South Base Substation from the Existing Edwards-Holgate 115kV Transmission Line Using 653.9 ACSR Conductor on Wood Poles	\$2,434,906.79
8028-5005	Edwards Substation - Engineer and Install Two 115kV Bank CB's and Required Bank Protection	889,751.90
8041-3729	Holgate Substation - Install and Test the Protective Relay (1-SEL-131G) in the 115kV Alternate Relay Group	65,586.18
8344-5001	South Base Substation - Engineer and Construct a 25MVA, 115/33kV Substation with One Line Service and Two 33kV Feeders to the Customer	<u>399,132.85</u>
	<b>TOTAL</b>	<b><u>\$3,789,377.72</u></b>

\*This amount represents 21% of \$1,900,632.63 which was the total installed cost of the substation.

Property Valuation Division  
ALSajo:1358  
October 25, 1993

Attachment A