

Decision No. 22467.

BEFORE THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA.

CITY OF REDWOOD CITY, a
municipal corporation,

Complainant,

Vs.

PACIFIC GAS AND ELECTRIC
COMPANY, a corporation,

Defendant.

ORIGINAL

Case No. 2784.

Albert Mansfield, for Complainant.

C. P. Cutten, for Defendant.

BY THE COMMISSION:

O P I N I O N

In this matter the complainant, City of Redwood City, asks that the Railroad Commission determine that Schedule L-8 of Pacific Gas and Electric Company, which became effective July 1, 1928, is applicable to street lighting service supplied to complainant and that defendant, Pacific Gas and Electric Company, be directed to refund to complainant the sum of \$244.47, together with a reasonable return upon its investment in those facilities not required to be owned by consumers under Schedule L-8 during the time this schedule has been in effect.

Hearings in this matter were held in San Francisco before Examiner Williams on the 10th and 14th of January, 1930, at which times testimony was received. The matter was submitted for decision on the latter date.

Complainant owns a street lighting system consisting, in part, of electroliers interconnected by underground cables and, in part, of lighting fixtures attached to defendant's poles and interconnected by overhead wires supported on defendant's cross arms. In addition thereto, it owns the transformers and one-half the primary circuits supplying and regulating this service.

On the 8th day of March, 1928, complainant entered into a five-year agreement with defendant to purchase electric energy for street lighting purposes at a metered rate set forth in paragraph 3 of this complaint and since that date has received service and paid for it at that rate. On July 1, 1928, defendant's Schedule L-8 for flat rate electrolier service became effective, and, if applied to complainant's service, would have resulted in reduced billing and also have required defendant to own all primary circuits and transformers.

The real issue in this matter is whether or not Schedule L-8 is applicable to the overhead system which comprises one-quarter or more of complainant's facilities. Complainant contends that it is and bases its claim on the words "or other outdoor lighting system" taken from the descriptive paragraph in that schedule immediately following the caption "Electrolier Flat Rate Service." This paragraph reads in full as follows:

"Applicable to service to electrolier or other outdoor lighting systems where consumer owns the lighting fixtures and interconnecting circuits and the Company furnishes energy at one or more central points."

Defendant contends that it is not and claims that the phrase "or other outdoor lighting system" was included in the schedule for the sole purpose of taking care of service to ornamental lamps

or electroliers at gates, entrances, bridge heads and other outdoor locations supplied with energy by means of underground cables.

In the absence of any correspondence or other information of record clarifying or limiting the meaning of these words, we can only interpret them in their normal sense and assume that they include any and all outside lighting whether individual standards or systems of standards and whether supplied and interconnected by means of underground cables or by means of overhead lines.

Exhibits submitted by both parties indicate that a slight saving would have resulted had complainant been billed under Schedule L-8 and a credit is obviously due complainant to cover depreciation, interest and maintenance on the transformers and primary circuits which, under Schedule L-8, would be furnished by defendant. Nine hundred (900) dollars appears to be a reasonable amount to cover complainant's entire claim.

The maintenance of fixtures and wires on poles by others than the owner of the pole lines is a practice that leads to disputes and duplication of equipment and ought not to be encouraged. For this reason, the Commission has, since the filing of this complaint, approved a revision of Schedule L-8 from which the words in question have been eliminated. While this action closes this schedule to future installations of this character, the unusual installation in Redwood City must be provided for. Defendant supplies less equipment in the furnishing of this service than it would be required to furnish under a strict application of Schedule L-8 and that schedule cannot be justly applied without corresponding modification.

Inasmuch as complainant's system is the only one of its kind on record, the filing of a separate schedule to meet its

exceptional conditions is not warranted nor desirable and, unless these conditions can be standardized by the transfer of portions of the facilities, a new agreement should be made superseding the one now in effect and providing a rate based upon the conditions as they now exist.

O R D E R

Public hearings having been held on the above entitled complaint, the matter having been submitted for decision, the Commission now being fully advised and basing its order upon the conclusions and findings of fact set forth in the foregoing opinion,

IT IS HEREBY ORDERED:

(1) That defendant, Pacific Gas and Electric Company, pay to complainant, City of Redwood City, Nine Hundred (900) Dollars in full adjustment of its claims as set forth in this complaint.

(2) That the parties hereto prepare and submit for this Commission's approval an agreement providing for a transfer of facilities so that complainant's system may be supplied under conditions laid down in the schedules as they now exist or, in lieu thereof, an agreement mutually acceptable to both parties embodying a rate suited to the peculiar conditions of complainant's facilities.

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

Dated at San Francisco, California, this 23^d day of

May
~~1930~~, 1930.

Cl. Leary

[Signature]

[Signature]

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Commissioners.