

Decision No. 31255

ORIGINAL

BEFORE THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA

In the matter of the application of
PACIFIC GAS AND ELECTRIC COMPANY and
the CITY OF WINTERS for an order of
the State of California approving a
certain agreement entered into by and
between said applicants dated April
26, 1938.

Application No. 22013

BY THE COMMISSION:

OPINION AND ORDER

Pacific Gas and Electric Company and the City of Winters ask that the Commission authorize applicants to enter into a written agreement relating to the furnishing, installation, operation and maintenance of an electrolier street lighting system in a certain portion of Main Street in the City of Winters, Yolo County, California. A copy of said proposed agreement marked Exhibit "A" is attached to and made a part of the application.

Under the terms and conditions set forth in proposed agreement, Pacific Gas and Electric Company has agreed to install ten (10) electroliers with necessary conductors, conduits and accessories on Main Street between First Street and Railroad Street in the City of Winters, and furnish the necessary electric service to light said electrolier system. Some of the more important features and conditions of said agreement may be here set forth:

After completion of the electrolier installation the City will pay to the Company a monthly rental for the use of the street lighting system in the amount of forty-five dollars and thirteen cents (\$45.13); further, the City is given the option of purchasing the system, subject to the approval of this Commission, at any time for the sum of Two thousand seven hundred and seven dollars and eighty cents (\$2,707.80), and it is further agreed that all rentals which have been paid shall be applied toward this purchase price. Monthly rental charges are to cease when the system is completely paid for as above outlined.

It is interpreted that this is a definite term contract for a period of five (5) years from and after the date of completion of installation of said electrolier system and that the clause reading

"** and thereafter until terminated by thirty (30) days' written notice given by either party hereto to the other of a desire for such termination"

is inserted essentially to provide time for the renewing of the agreement and securing authorization so there may be no period in which there is no agreement in force. The Commission so views the aforesaid indefinite term clause and in subsequent agreements it is suggested that such clause be changed to read substantially as follows:

"and shall continue thereafter from month to month for a period not exceeding six (6) months provided, however, that either party hereto shall have the right to terminate this agreement at the initial term hereof or at any subsequent thirty (30) day period upon written notice to that effect twenty (20) days prior to such termination date."

During the term of the contract the Company will operate and maintain said electrolier system and will furnish the electricity to light the four hundred (400) candle power lamps, inserted in said ten (10) electroliers, at the rates and charges which are at present legally established and effective as set forth in Company's Schedule L-8 (Class C), a true copy of which is annexed to and made a part of Exhibit "A." Bills for energy will be paid to the Company monthly at the rates and charges duly and regularly established from time to time by or under authority of law and applicable to the furnishing of electrolier lighting service where customer owns the complete electrolier system.

The proposed agreement also contains a statement that it shall at all times be subject to such changes and/or modification by the Railroad Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.

The Commission having considered the request of Applicants and it being of the opinion that this is not a matter in which a hearing is necessary, and that this application should be granted, and good cause appearing therefor

IT IS ORDERED that Pacific Gas and Electric Company is hereby authorized to execute an agreement in terms substantially as set forth in Exhibit "A" attached to the Application covering the installation, operation, the maintenance of an electrolier street lighting system in and for the City of Winters, and the sale of electric energy for the same, at amounts and rates and under the

conditions therein provided.

The Pacific Gas and Electric Company shall file a copy of executed agreement with the Commission within thirty (30) days after execution and notify the Commission, in writing, of the date of completion of installation of said electrolier street lighting system in the streets of the City of Winters.

Authority herein granted shall become effective on the date hereof.

Dated at San Francisco, California, this

12th day of September, 1938.

Raymond W. Quinn
Leon A. Whittell
Frank R. Warren
By L. Riley
Commissioners.