

Decision No. 43558**ORIGINAL**

## BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application of  
Southern California Edison Company,  
County of Orange, State of California,  
Department of Natural Resources, Division  
of Forestry, and The Pacific Telephone &  
Telegraph Company, for an order of the  
Public Utilities Commission of the State  
of California approving a certain agreement  
for electric energy and electric service  
entered into by such applicants.

Application No. 30740

OPINION AND ORDER

In this application Southern California Edison Company, hereinafter referred to as Edison; the County of Orange, hereinafter referred to as County; the State of California, Department of Natural Resources, Division of Forestry, hereinafter referred to as State; and The Pacific Telephone and Telegraph Company, hereinafter referred to as Pacific, ask that the Public Utilities Commission authorize them to enter into an agreement, a copy of which is attached to the application and marked Exhibit I. The agreement provides for delivery of electric energy and service by Edison to four radio stations on Santiago Peak in Orange County, one of said radio stations being individually constructed and operated by each of the applicants. The agreement also contains provisions relating to contributions in aid of construction of certain electric distribution facilities in connection with the furnishing of such energy and service.

Edison will install and maintain, under the terms of the agreement, the necessary distribution lines and other facilities required to provide such energy and service, said lines and facilities including approximately 3½ miles of 11 kv distribution line upon and across private and government lands, at an estimated total cost of

approximately \$20,000. Edison will also install and maintain all equipment necessary for the purpose of metering electric energy delivered to said radio stations. Each customer specifically agrees that Edison shall have the right of ingress and egress thereto at all times for the purpose of supplying, maintaining, replacing, renewing, inspecting and removing said facilities and lines.

Electric energy and service will be delivered by Edison at a nominal voltage of 120/240 volts, single phase, 60 cycles, at the service heads of each customer on their respective transmitter buildings.

Because of the present uncertainty as to the amount of electric energy and service which County, State, and Pacific, as customers, will use and the length of time service will be required, and in consideration of the high cost of constructing and maintaining said line and the low anticipated revenue to be derived, each of said customers agrees to pay Edison the sum of \$5,000, representing one-fourth of the estimated total cost of construction, as a contribution in aid of construction. In the event the installed cost is less than \$20,000 Edison will, however, refund to each of the above-named customers, without interest thereon, an amount equal to the difference between the sum of \$5,000 contributed by each and one-fourth of the actual installed cost.

Under the terms of the agreement, County, State, and Pacific are individually to pay for power service furnished at the rates and under the conditions of Edison's filed Schedule P-1-C, and for all lighting service at the rates and under the conditions of Edison's filed Schedule L-11. Said schedules are shown on rate sheets Revised C.R.C. Sheet No. 2285-E and Revised C.R.C. Sheet No. 2256-E, respectively.

Due to the fact that furnishing of electric energy and electric service on Santiago Peak is subject to extreme hazards of weather, the agreement provides that Edison shall not be liable for any loss or damage sustained by County, State or Pacific as a result of shortage of supply,

or interruptions of service, or variations in voltage or frequency resulting from action of the elements, or from other matters or causes beyond the reasonable control of Edison.

A clause in the agreement provides that the agreement shall not become effective until the Commission has granted authority to carry out the terms and conditions thereof, and that the agreement shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may from time to time direct in the exercise of its jurisdiction.

The agreement is to continue in effect until July 1, 1957, which is the expiration date of the Special Use Permit issued to Edison by the United States Department of Agriculture authorizing use of government lands for the purpose of constructing, maintaining and operating the said distribution line and facilities, or to a later expiration date of any new permit later obtained, or to a sooner termination or revocation of said Special Use Permit.

The Commission having considered the above-entitled application and being of the opinion that the application should be granted, and that a public hearing in the matter is not necessary, and good cause appearing; therefore,

IT IS HEREBY ORDERED that Southern California Edison Company is authorized to carry out the terms of that certain agreement with the County of Orange; State of California, Department of Natural Resources, Division of Forestry; and The Pacific Telephone and Telegraph Company, dated March 8, 1949, a copy of which is marked Exhibit I and attached to the application, to install the facilities and render the service therein specified, and charge and collect the rates stated therein.

IT IS HEREBY FURTHER ORDERED that in the event of termination of said agreement Southern California Edison Company shall, within sixty (60) days thereafter, advise the Commission of said termination.

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

Dated at San Francisco, California, this 29<sup>th</sup> day of November, 1949.

R. Z. Induray  
Justin Z. Casner  
Joseph L. Farrell  
Harold A. Hule  
Penelope D. Potter  
Commissioners.