

Decision No. 43559

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

In the Matter of the Application of  
SOUTHERN CALIFORNIA EDISON COMPANY,  
a corporation, and AMERICAN BROAD-  
CASTING COMPANY, INC., a corporation,  
for an Order of the Public Utilities  
Commission authorizing Applicant  
SOUTHERN CALIFORNIA EDISON COMPANY  
to enter into a special agreement  
with AMERICAN BROADCASTING, COMPANY,  
INC.

Application No. 30746

ORIGINAL

O P I N I O N

In this application, Southern California Edison Company, hereinafter referred to as Edison, and American Broadcasting Company, Inc., hereinafter referred to as customer, ask that the Public Utilities Commission authorize Edison and customer to enter into an agreement a copy of which is attached to the application and marked Exhibit "A." The agreement provides for delivery by Edison of electric energy and service to television and frequency modulation transmitting stations constructed by customer on Mount Wilson approximately 150 feet northwest of the United States weather bureau station on said mountain, such station being hereinafter referred to as project.

Edison will install and maintain, under the terms of the agreement, certain underground facilities and a substation at the project in order to provide such electric service, as well as all equipment necessary for metering such energy. Customer will install and maintain a concrete pad for the substation and a meter house located adjacent to the substation, and grants Edison a license to enter and use a site or sites for Edison's facilities. Electric energy and service are to be delivered for said project at a capacity of 250 kva and a nominal voltage of 480 volts, three-phase. Said energy will be delivered to customer at the pothead on customer's conduit located in Edison's substation.

Because of the present uncertainty as to the amount of the electric energy which customer will use and the length of time service will be required, and also in consideration of the special investment to be made by Edison for the installation of facilities, customer agrees to pay to Edison the sum of \$2,611.22. Of this amount, the sum of \$2,495.55 is to be refunded to customer by Edison, provided customer takes electric service through said substation for a total of 36 consecutive months, and shall not have decreased in amount the service originally rendered, and further provided that, in the opinion of Edison, the service is no longer of a temporary character.

Under the terms of the agreement, customer is to pay for all electric service furnished to the project at the rates and under the conditions of Edison's filed Schedule PC-41. Said schedule is shown on rate sheet Original Cal. P.U.C. Sheet No. 2440-E and is applicable in that portion of Edison territory known as Rate Zone D.

Due to the fact that furnishing of electric energy and electric service at the location of the project is subject to extreme hazards of weather, the agreement provides that Edison shall not be liable to customer for any loss or damage sustained by customer as a result of shortage of supply or interruption of service, or variation in voltage or frequency resulting from action of the elements, or from other matters or causes beyond the reasonable control of Edison.

The agreement is to continue in effect until terminated by the customer giving to Edison not less than 30 days' written notice of its intention to terminate. However, since it will be necessary for Edison to use certain public lands of the United States in constructing, operating, and maintaining certain facilities necessary for the furnishing of service to customer, and, since the permit for use of such government land as issued by the United States Department of Agriculture expires on May 23, 1955, the agreement provides that it shall not continue beyond that date or the sooner termination or revocation of said permit.

A clause in the agreement provides that the agreement shall not become effective until the Commission has granted authority to Edison 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.

O R D E R

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 American Broadcasting Company, Inc., dated March 7, 1949, a copy of which is marked Exhibit "A" 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. F. [Signature]  
Justice J. [Signature]  
[Signature]  
Harold P. [Signature]  
[Signature]  
 Commissioners.