ORIGINAL

Decision No. <u>48197</u>

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application of SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, for an Order of the Public Utilities Commission of the State of California authorizing it to carry out the terms of an agreement with VENTURA COUNTY HOSPITAL, dated December 4, 1952.

Application No. 33989

## OPINION AND ORDER

In this application Southern California Edison Company requests authority to carry out the terms of an agreement dated December 4 (1952) with Ventura County Hospital. Said agreement provides for the installation, operation and maintenance by applicant of an alternate service line electric supply to said hospital and requires payment by the hospital of installation and removal costs if said alternate line service is abandoned within five years and payment of a monthly charge for said alternate line service. A copy of the agreement is attached to the application and marked Exhibit A.

The agreement states that it is the hospital's desire to secure a higher degree of continuity of service than is possible with single line electric service for its plant located at 3291 Loma Vista Road, Ventura, California. Said alternate line will be constructed to supply dual line service to the hospital and will be owned, operated and maintained by Edison. Applicant's additional investment to provide the alternate line service is estimated to be \$2,919.32. The agreement provides for payment by the hospital of a monthly sum equal to one and one-quarter per cent (11%) of the added investment necessary to render such alternate

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line service. The monthly payments made previous to the time when final cost figures are determined shall be subject to adjustment when said final cost figures are available. The term of said agreement is for a period of five years from the date of availability of service thereunder and from year to year thereafter or until such time as the agreement covering the supply of electric service to the hospital is terminated, subject, however, to the right of either party to terminate the agreement for alternate line service upon six months' written notice. The agreement further provides that should the hospital abandon said alternate service line at any time during the five years following the effective date of the agreement, the hospital will pay upon demand the sum of \$976.76, or a proportionate amount thereof in case of partial construction of said alternate service line, to cover the installation and removal costs of said line.

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A. . . . . .

In its application the applicant states that the terms and conditions set forth in the agreement are fair, just and reasonable.

The agreement contains the provision that it shall be subject at all times 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 Commission having considered the above-entitled application and being of the opinion that the request of applicant should be granted and that a public hearing thereon is not necessary,

IT IS HEREBY ORDERED that Southern California Edison Company be and it is authorized to carry out the terms and conditions of the written agreement dated December 4 (1952) with Ventura County Hospital and to render the service described therein under the terms, charges and conditions stated therein.

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IT IS HEREBY FURTHER ORDERED that Southern California Edison Company shall file with the Commission a statement showing the date on which service thereunder is established and shall file a statement promptly after termination, showing the date when said agreement was terminated.

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

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Dated at San Francisco, California, this \_ 27 ---day of \_, 1953.

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