

ORIGINALDecision No. 48845

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 agree-)
 ment with JOHN POOLE, an individual,)
 doing business as JOHN POOLE BROAD-)
 CASTING COMPANY dated May 25, 1953.)

Application No. 34496

OPINION AND ORDER

In this application Southern California Edison Company asks for authority to enter into an agreement dated May 25, 1953 with John Poole Broadcasting Company, hereinafter referred to as Consumer. A copy of the agreement is attached to the application and marked "Exhibit A". The agreement provides for delivery by Edison of electric energy and service for the operation of Consumer's ultra high frequency television transmitter station and for lighting service at said station, located approximately 100 feet west of the United States Weather Bureau Station on Mt. Wilson, California, said station being hereinafter referred to as "project".

Consumer is presently being furnished electric energy and service at its frequency modulated transmitter station and for lighting service at the project under the terms of an agreement between Edison and Consumer, authorized by Decision No. 48422 dated March 30, 1953. The proposed agreement states that Consumer desires Edison to furnish and deliver additional electric energy and electric service for the operation of Consumer's ultra high frequency television transmitter located in a portion of said project as well as lighting service for other portions of the building to be occupied by Consumer and its tenant or tenants.

In order to furnish this additional electric energy and service, Edison must expand existing substation facilities and equipment and continue to maintain certain underground facilities upon and across government lands and the existing substation at the project. The agreement provides, among other things, that on and after the effective service date Edison will sell and deliver to Consumer electric energy and service for 142 kva of capacity for said ultra high frequency television transmitter station and 40 kva of capacity for the lighting service for said station. Under the terms of the agreement Edison shall install, own and maintain the equipment and facilities at the project substation necessary to provide the service specified in the agreement and all equipment necessary for the purpose of metering electric energy. Consumer will install, own and maintain for the purpose of receiving service for itself and for its tenants at the project, an enlargement of the existing concrete pad on which the substation has been located, all conduit cable and other equipment required to take delivery from Edison at the point hereinafter designated and the panel board or boards on which Edison's meters are placed, which boards are to be located within Consumer's building, at or near the project site. Electric energy and service is to be delivered for said ultra high frequency television transmitter station at a nominal voltage of 240 volts, 3 phase and for the lighting service at a nominal voltage of 120/240 single phase. Said energy will be delivered to Consumer at the secondaries of the transformers located in Edison's substation.

Under the terms of the agreement Consumer is to pay for all power service furnished to the project at the rates and under the conditions of Edison's filed Schedule P-41 and for all lighting service furnished to the project at the rates and under the conditions of Edison's filed Schedule L-41 as said schedules now exist or as they may hereafter be amended or superseded.

The agreement also provides that 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, Edison shall not be liable to Consumer for any loss or damage sustained by Consumer as a result of shortage of supply, 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. Edison is granted a license to enter and use a site or sites for Edison's facilities.

The agreement is to continue in effect until terminated by Consumer 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 Consumer, and since the present permit for use of such government land as issued to Edison by the supervisor of the Angeles National Forest expires on May 23, 1955, the agreement provides that it shall not continue beyond that date or the sooner termination or cancellation of said permit or any extension or renewal of said permit, or of any new permit that shall be issued to Edison upon the expiration of said permit.

The agreement also provides that in the event Consumer discontinues said electric service to the UHF television transmitter station at any time prior to 36 months from the effective service date or if this agreement is terminated for any reason at any time prior to the expiration of said 36-month period, Consumer agrees to pay to Edison upon presentation of a bill therefor, the sum of \$218.30 which is deemed to be the installation and removal cost of installing and running the equipment and facilities necessary to provide service to the project as herein contemplated.

The agreement contains provisions that it shall not become effective until authorized by the Commission and that it shall be subject at all times to such changes or modifications by this Commission as said Commission from time to time may direct in the exercise of its jurisdiction.

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 and conditions of the written agreement with John Poole Broadcasting Company, dated May 25, 1953 and to render the service described therein under the terms, charges, and conditions stated therein.

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

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

Dated at San Francisco, California, this 21st day of April, 1953.

R. F. Anderson
President
Justice J. Calver
Harold P. Huls
Harriet Patten
Commissioners