

ORIGINAL

Decision No. 89329 SEP 6 1978

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

GRANDEE CIRCLE LTD., a)
limited partnership,)

Complainant,)

vs.)

SOUTHERN CALIFORNIA EDISON)
COMPANY,)

Defendant.)

Case No. 10457
(Filed October 31, 1977)

Matthew C. Long, Attorney at Law,
for complainant.

Bury, Tinker and Elston, by William
T. Elston, Attorney at Law, for
defendant.

O P I N I O N

This complaint concerns the provision of electric service to a rehabilitated apartment complex in Compton. As a prerequisite to receiving service, defendant, Southern California Edison Company, required complainant, Grandee Circle Ltd., to provide protective enclosures for the electric meters. Complainant contends that such prerequisite is arbitrary, capricious, and unconstitutional in that it denies complainant equal treatment. Complainant requests that "Edison be required to compensate Grandee for all costs incurred by their delay and refusal to supply electrical power, and that Edison be ordered to pay exemplary damages in the sum of \$25,000."

Defendant filed its answer on November 25, 1977. It seeks dismissal alleging that the complaint fails to state a cause

of action. It denies complainant's allegation that its action was arbitrary, capricious, and unconstitutional. It contends that it has at all times acted in this matter in accordance with its tariff schedules.

Public hearing was held before Administrative Law Judge Main in Los Angeles on January 25, 1978 and the matter was submitted on March 9, 1978 upon the filing of briefs. Evidence was presented by complainant through a representative of its general partner and through an electrical contractor. Defendant's evidence was presented through its city area manager for Compton.

The evidence establishes and the Commission finds as follows:

1. Complainant acquired title of 12 of 14 separate four-unit buildings comprising an apartment complex in Compton in the latter part of 1975. The acquired property was in a run-down condition and had been badly vandalized.

2.a. In the spring of 1977 complainant requested electrical service from defendant for the purpose of complainant's renovating and repairing the 12 four-unit apartment buildings.

b. For that purpose, service was provided through the house meters of two of the 12 buildings.

3.a. The apartment complex's existing fences were reconstructed as part of the repair and renovation of the premises. The fences surround three sides of the complex with the north side remaining open, the north side being the street access.

b. At the street access, complainant did not build the guardhouse, lift gate, and exit-only spikes contained in the site plan (Exhibit 1).

c. In the reconstruction, some of the meter locations on the buildings were lowered.

d. The height and location of some of the meter sockets are potentially dangerous to the public, especially children.

4.a. In July of 1977 the complainant requested electrical service for the 12 buildings, which service required five electrical meters per building.

b. Upon the arrival of defendant's crew to make the installations, it was discovered that one of the two service meters previously installed for the renovation project was broken. No consumption had registered on the meter. A large load was then connected to the meter.

5. From 1973 through 1977 41 meters were lost in this apartment complex through accidents, damage, and theft or other acts of vandalism.

6.a. Defendant refused to install service until protective cabinets were constructed around the meter panels to protect them from accidents and vandalism.

b. Defendant's authority to impose this requirement comes from its tariff Rules 11(c) and 16(d).

c. Rule 11(c) states in pertinent part:

"The Company may refuse...service to a customer...if any condition existing upon the customer's premises shall be...(determined by the utility)...to endanger the Company's service facilities, until it shall have been put in a safe condition..."

d. Rule 16(d) paragraph 2 states in part:

"...The customer shall exercise reasonable care to prevent the facilities of the utility upon said premises from being damaged or destroyed, and shall refrain from relocating or otherwise interfering with same, and, in case any defect therein shall be discovered, shall promptly notify the utility thereof."

7.a. Two of the 14 buildings in the apartment complex are not owned by complainant.

b. The meters installed at one of those two buildings are protected by a locked door. The meters on the other building were not so protected and its owner was required to enclose them.

8. Complainant constructed protective cabinets around meters on all 12 buildings at a total cost of \$1,200 in November of 1977.

9. Defendant immediately tendered service on November 18, 1977 by installing meters and energizing them to all 12 buildings.

Conclusions

1. The Commission lacks jurisdiction to award damages.
2. In light of the foregoing findings, the cabinets enclosing the meters were required for the protection of equipment and for the safety of the public. Accordingly, there was no abuse of discretion by defendant in imposing that requirement pursuant to its tariff Rules 11 and 16.
3. Complainant is not entitled to reparations.

O R D E R

IT IS ORDERED that complainant is entitled to no relief in this proceeding.

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

Dated at San Francisco, California, this 6th day of SEPTEMBER, 1978.

Robert Batyianich
President
William J. Grouse, Jr.
Vernon L. Sturgeon
Richard D. Grode

Commissioners

Commissioner Claire T. Dodrick, being necessarily absent, did not participate in the disposition of this proceeding.