

ORIGINAL

Decision No. 52402

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application of)
 PACIFIC GAS AND ELECTRIC COMPANY,)
 for an order of the Public Utilities)
 Commission of the State of California)
 granting and conferring upon appli-)
 cant all necessary permission and)
 authority to carry out the terms and)
 conditions of a written contract with)
 THE PACIFIC TELEPHONE AND TELEGRAPH)
 COMPANY, dated September 6, 1955.)
 (Electric)

Application No. 37392

OPINION AND ORDER

By this application Pacific Gas and Electric Company requests authority to enter into and carry out the terms and conditions of an agreement dated September 6, 1955, with The Pacific Telephone and Telegraph Company, hereinafter called customer. A copy of the agreement, marked Exhibit I, is attached to the application.

The agreement states that customer has requested applicant to furnish electric service for power and lighting purposes to a microwave radio relay station located near the top of Sugarloaf Mountain, approximately 35 miles north of the City of Redding.

It will be necessary for applicant to furnish and install 12,573 feet of new 12 kv, 3-phase electric distribution pole line, and 11,000 feet of conductor for third wire on existing poles to provide 3-phase service for the take-off of the new extension, three 10 kva 12,000-120/240 volt transformers and other miscellaneous facilities. The total estimated cost of the extension, \$42,829,

will be reduced to a net cost of \$30,379 after an adjustment of \$12,450 is made for the sale to customer of joint pole interests in the new pole line.

Applicant states that the cost of said extension is substantially higher than average due to the rugged terrain involved, and that there is little prospect of new customers being served from the extension. It has invoked Section G, Exceptional Cases, of its Rule and Regulation No. 15 to protect itself against inequitable expenditures in this instance.

The agreement provides that customer is to take energy for lighting and small power purposes in accordance with applicant's Schedules A-6 and P-1, respectively. Customer agrees to pay applicant the sum of \$26,629, being the difference between the estimated net cost of said facilities and five times the estimated annual revenue of \$750 to be derived hereunder, and furthermore, to pay an annual fixed charge of 9 per cent of the said advance payment as adjusted to actual costs. The advance payment is subject to refund and the annual fixed charges are subject to adjustment should separately-metered new permanent load be served directly from facilities to be installed hereunder.

Upon termination of the contract or discontinuance of service during the term of the contract, customer shall pay the net cost of removing applicant's said facilities, except for any portion of such facilities retained for the purpose of serving other electric customers.

The agreement provides that it shall continue in full force and effect for so long as customer shall require electric service at the site of said radio relay station unless customer terminates the agreement by giving applicant a thirty day advance written notice to

that effect. The agreement further provides that it shall not become effective until authorized by this Commission and that at all times it shall be subject to such change or modification by this Commission 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 application should be granted and that a public hearing thereon is not necessary, therefore,


IT IS HEREBY ORDERED that Pacific Gas and Electric Company be and it is authorized to carry out the terms and conditions of the written agreement dated September 6, 1955 with The Pacific Telephone and Telegraph Company and to render the service described therein under the terms, charges, and conditions stated therein.

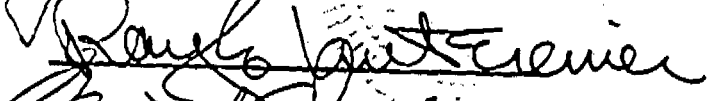
IT IS HEREBY FURTHER ORDERED that Pacific Gas and Electric Company shall file with this Commission a statement showing the date electric service is first supplied under said agreement and subsequently shall file a statement promptly after termination showing the date when said agreement was terminated.

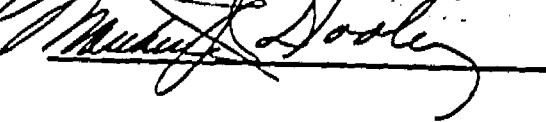
The effective date of this order shall be twenty days after the date hereof.

Dated at San Francisco, California, this 28TH day of DECEMBER, 1955



President






Commissioners