

ORIGINALDecision No. 56059

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 granting and conferring)
 upon applicant all necessary permis-)
 sion and authority to carry out the) Application No. 39567
 terms and conditions of a written)
 contract with MICHIGAN-CALIFORNIA)
 LUMBER COMPANY dated October 22, 1957)
 (Electric))

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 October 22, 1957, with Michigan-California Lumber Company, hereinafter called customer. A copy of the agreement, marked Exhibit No. 1, is attached to the application.

The agreement states that customer has requested applicant to furnish all of the electric energy required by customer at its railroad crossing flasher signals located on Highway 50, approximately 6 miles east of Placerville in the County of El Dorado, California.

It will be necessary for applicant to furnish and install approximately 1,223 feet of new 12-kv single-phase electric distribution pole line, one, 3-kva, 12,000/120 volt transformer, service wires and other miscellaneous facilities. The total estimated net cost of installation is \$1,410.

Applicant states that due to the sparsely populated area 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 electric energy for flasher signal purposes in accordance with applicant's Schedule A-6. Customer agrees to pay applicant the sum of \$1,335 in advance being the difference between the estimated net cost of said facilities and five times the estimated annual revenue of \$15 to be derived hereunder, and furthermore to pay an annual fixed charge of \$120, being 9 per cent of the said advance payment. 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.

The initial term of the agreement is stated to be from the date of the agreement, October 22, 1957, to and including five years from and after the date electric service is first supplied to customer, and shall continue thereafter until terminated by either party on 30 days' written notice. The agreement 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 October 22, 1957 with Michigan-California Lumber Company and to render the service described therein under the terms, charges, and conditions stated therein.

IT IS 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 14th day of January, 1958.

[Signature]
President
[Signature]
[Signature]
[Signature]
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Commissioners