

ORIGINAL

Decision No. 57985

## 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 permission )  
 and authority to carry out the terms )  
 and conditions of a written contract )  
 with THE PACIFIC TELEPHONE AND TELEGRAPH )  
 COMPANY, dated December 1, 1958. )  
 (Electric) )

Application No. 40703

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 December 1, 1958, with The Pacific Telephone and Telegraph Company, herein called customer. A copy of the agreement, marked Exhibit A, 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 relay station located in Section 34, T9N, R12W, MDB&M, near the unincorporated town of Cazadero, County of Sonoma. The customer also desires that the applicant provide electric service by means of said extension to two other customers in the vicinity of said microwave station and designated "Mohrhardt and Adams," each as separately metered customers and under separate electric service contracts, which the applicant has agreed to do.

It will be necessary for applicant to furnish and install approximately 19,802 feet of new 12 KV, single-phase electric distribution pole line, transformers, meters, service wires and other appurtenant equipment. The total estimated cost is approximately \$23,605. Applicant states that the route of said line extension was suggested by customer as an aid to customer's securing access road rights-of-way for its microwave station site. A more direct

route would have involved extending through inaccessible virgin country, heavily timbered and mountainous, and with no customers along the line now or in the foreseeable future. It has invoked Section G 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 \$20,518, its being the difference between the estimated net cost of said facilities and five times the estimated annual revenue of \$617.40 to be derived thereunder, and furthermore, to pay an annual fixed charge of 9 per cent of the said advance payment, (\$1,846.62.) The advance is subject to refund and the annual fixed charges are subject to adjustment, should a separately metered, new, permanent load be served directly from facilities which will be installed under the agreement.

The agreement provides that it shall continue in force for a term of five years from and after the date electric service is first supplied to customer and shall continue thereafter until terminated by either party's giving the other 30 days' written notice. 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 and 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,

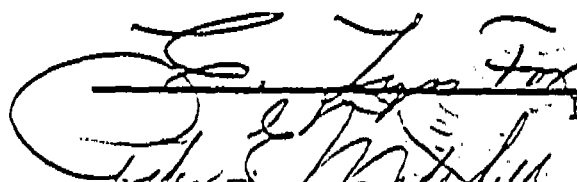
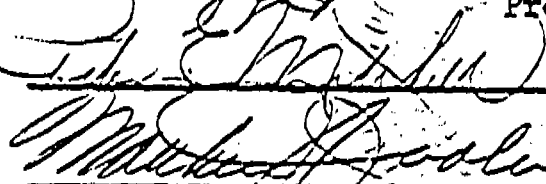
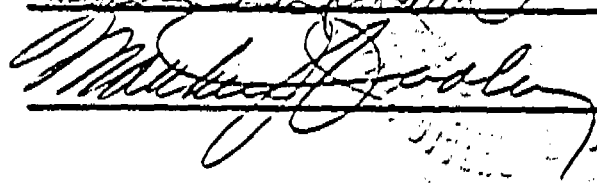
IT IS HEREBY ORDERED that Pacific Gas and Electric Company be and it is authorized to carry out the terms and conditions of

the written agreement, dated December 1, 1958, with The Pacific Telephone and Telegraph 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 said agreement was terminated.

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

Dated at San Francisco, California, this 9<sup>th</sup> day of February, 1959.

  
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President  
  
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Commissioners