Decision No. 51469

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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 and conditions of an Agreement for Extension of Overhead Electric Line, dated December 17, 1958, with THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY for service near High Vista, los Angeles County.

Application No. 42966

OPINION AND ORDER

By this application Southern California Edison Company requests authority to enter into and carry out the terms and conditions of a written agreement dated December 17, 1958, with The Pacific Telephone and Telegraph Company. A copy of the agreement marked Exhibit A is attached to the application.

Applicant states that the telephone company requested applicant to furnish electric service to its microwave relay station located in a remote area at 185th Street East and Avenue E-8 near High Vista, Los Angeles County.

For this service it will be necessary for applicant to furnish and install approximately 26,515 feet of line extension at an approximate cost of \$31,581. Because the microwave relay station is located in a remote area and a high cost to revenue ratio of approximately 30 to 1, applicant believes it reasonable to invoke Section F, Exceptional Cases, of Rule No. 15, Line Extensions, in effect at the time the said agreement was negotiated.

Said agreement provides that the telephone company shall advance the estimated cost of construction of \$31,581, less an allowance of five times the estimated annual revenue from said line of \$5,000, or the net sum of \$26,581. Inasmuch as no free footage allowance is to be made for the equipment installed, the advance payment that would have been required for the line extension of 26,515 feet at 45 cents per foot, or \$11,932, of the \$26,581 total advanced becomes refundable in accordance with applicant's then existing Rule No. 15. The balance, \$14,649, is to be treated as a non-refundable contribution in aid of construction.

Applicant alleges that the agreement provides an allowance against the cost of said extension which is just and reasonable under the circumstances obtaining and that it will make essential electric service to the telephone company economically feasible, provide electric facilities for electric service which would otherwise not be available, and that said allowance is in conformance with other similar special arrangements for electric line extensions. Applicant further states that it can carry out the terms and conditions of said agreement for extension of overhead electric line without impairing service rendered and to be rendered by it to its other customers and that said contract is beneficial to the applicant and to its customers.

Applicant has informed this Commission that it has been serving this customer at this location since March 10, 1959 in accordance with its filed Schedules P-1 and A-6, but under conditions departing from its filed rules, without previous authorization of this Commission. Applicant is now seeking the necessary authority. The agreement states that it shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California 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 is not necessary; therefore,

IT IS HEREBY ORDERED that Southern California Edison Company be and it is authorized to carry out the terms and conditions of the written agreement, dated December 17, 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 Southern California Edison
Company 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 14 The day of FEBRUARY, 1961.

President

Leonge I. Grover

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