

ORIGINALDecision No. 61470

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 November 13, 1958, with THE PACIFIC
 TELEPHONE AND TELEGRAPH COMPANY for serv-
 ice at Keller Peak, San Bernardino County.

Application No. 42967

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, a public utility subject to the jurisdiction of this Commission, requested applicant to furnish electric service to its microwave relay station located in a remote area on Keller Peak in San Bernardino County.

For this service it will be necessary for applicant to furnish and install approximately 18,617 feet of line extension at an approximate cost of \$50,378. Because the microwave relay station is located in a remote area and a high cost to revenue ratio of approximately 35 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 \$50,378, less an

allowance of five times the estimated annual revenue from said line equal to \$25,000, or the net sum of \$25,378. 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 18,617 feet at 45 cents per foot, or \$8,378 becomes refundable in accordance with applicant's then existing Rule No. 15. The balance of the \$25,378 advanced is \$17,000 and 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 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 December 19, 1958 in accordance with its filed Schedules P-2, Power-General, and A-6, General Service, but under conditions departing from its filed rules, without previous authorization of this Commission. Applicant is now seeking authority to carry out the terms and conditions of the agreement. 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 November 13, 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 14th day of FEBRUARY, 1961.

Carroll B. Rose
 President

John J. ...

S. ...

George E. Grover

Fredrick B. Holdhoff
 Commissioners