

ORIGINAL

Decision No. 61471

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application of
 PACIFIC GAS AND ELECTRIC COMPANY for
 authorization to carry out the terms
 and conditions of a written contract
 dated November 18, 1960 with THE
 WESTERN UNION TELEGRAPH COMPANY,
 relating to electric service on
 Table Mountain, Monterey County,
 California.
(Electric)

Application No. 43035

OPINION AND ORDER

By this application, Pacific Gas and Electric Company requests authority to enter into and carry out the terms and conditions of a written contract dated November 18, 1960, with The Western Union Telegraph Company. A copy of the contract marked Exhibit A is attached to the application.

The contract states that the customer has requested applicant to furnish electric service at its microwave station site located on Table Mountain in the County of Monterey, California. Western Union also requested that Pacific provide electric service by means of the extension to another customer, Geo. Jewell Ranch, in the vicinity of the microwave station. This other customer will be served as a separately metered customer and under a separate electric service contract.

It will be necessary for applicant to furnish and install approximately 20,475 feet of three phase and approximately 1,498 feet of single phase 12 kv electric distribution pole line, three 15 kva 12,000-120/240-volt transformers, and one 10 kva 12,000-120/240 volt single phase transformer, meters, service wires, and other

miscellaneous components including a service connection to the Geo. Jewell Ranch, herein referred to as facilities, at an estimated cost to applicant of approximately \$21,349.

Applicant states that the line extension to customer's microwave site is located in a sparsely populated area where there is little prospect of new customers being served therefrom. Because of this factor and the high cost to revenue ratio of approximately 6.6 to 1, applicant believes in this instance it reasonable to invoke Section E-7, Exceptional Cases, of its Rule No. 15, Line Extensions, to protect itself against inequitable expenditures.

The contract provides that the customer is to take energy in accordance with applicant's Schedule P-3, General Power-Maximum Demand Basis-Alternating Current. Customer agrees to pay applicant the sum of \$5,274 towards construction of said facilities, said sum being the difference between the estimated cost to applicant of furnishing and installing said facilities and five times the estimated annual revenue of \$3,215 to be derived thereunder. Customer also agrees to pay an annual fixed charge of 9% of the said advance payment, or \$39.55 per month, commencing with the date of completion of the installation of said facilities, and continuing costs, if any, for right of way fees. The advance payment is subject to refund and the annual fixed charge is subject to adjustment should separately metered new permanent load be served directly from the facilities to be installed hereunder.

Applicant states that Western Union has agreed to assume the extension and service connection charges for Jewell Ranch pursuant to an agreement between them.

The contract 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 that it shall continue thereafter until terminated by either party giving the other thirty days' written notice. The contract further provides that it shall not become effective until authorized by this Commission and that at all times it shall be subject to such changes or modifications 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 is not necessary; therefore,

IT IS HEREBY ORDERED as follows:

1. Pacific Gas and Electric Company be and it is authorized to carry out the terms and conditions of the written contract, dated November 18, 1960, with the Western Union Telegraph Company, and to render the service described therein under the terms, charges and conditions stated therein.

2. Pacific Gas and Electric Company shall file with this Commission a statement showing the date electric service is first supplied under said contract and shall file a statement promptly after termination, showing the date when said contract 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.

[Signature]
President

[Signature]

[Signature]

[Signature]

[Signature]
Commissioners