

Decision No. 61516**ORIGINAL**

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 San  
 Benito Mountain, County of San Benito,  
 State of California.  
 (Electric)

Application No. 43036

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 San Benito Mountain, in San Benito County, California.

It will be necessary for applicant to furnish and install approximately three miles of 33 kv single phase electric distribution line, one 37½ kva 34,500-120/240 volt single phase transformer and other miscellaneous components, herein referred to as facilities, at an estimated cost to applicant of approximately \$24,914.

Applicant states that the line extension to customers 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 8.1 to 1, applicant believes it reasonable to invoke Section E-7, Exceptional Cases, of its Rule No. 15, Line Extensions, to protect itself against inequitable expenditures in this instance.

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 \$9,614 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 \$3,060 to be derived thereunder. Customer also agrees to pay an annual fixed charge of 9 percent of the said advance payment, or \$72.10 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 new separately metered permanent load be served directly from the facilities to be installed hereunder.

The contract provides that it shall be 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 that:

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]  
George G. Hoover  
Fredrick B. Frelhoff  
Commissioners