ORIGINAL

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Decision	No.	

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 dated June 8, 1962, with THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY for service at San Sevsine Summit, San Bernardino County.

Application No. 44591 (Filed June 27, 1962)

OPINION

Applicant's Request

Southern California Edison Company (Edison) requests authorization to carry out the terms and conditions of an agreement dated June 8, 1962, with The Pacific Telephone and Telegraph Company (Pacific). Said agreement relates to the request of Pacific for electrical service to its microwave radio relay station in a remote area on San Sevaine Summit in San Bernardino County.

A copy of the agreement is attached to the application as Exhibit A.

Proposed Agreement

Edison agrees to extend a 12,000-volt, three-phase electric distribution line approximately 5.25 miles, furnish and install three 25 kva, 12,000/240 volt single-phase transformers, and other required facilities, and to furnish all the electric energy required by Pacific for said microwave station. Such facilities will cost Edison approximately \$62,120.

Pacific will pay for electric service in accordance with Edison's applicable filed schedule A-6(B), General Service-Demand Rate. Edison estimates the annual revenue to be derived from the service will be \$1,300.

Pacific advanced Edison \$53,120, this sum being the difference between the estimated cost to Edison of construction and five times the estimated annual revenue of \$1,800 to be derived thereunder. Pacific also agrees to pay an annual fixed charge of nine percent of the advance payment, or \$398.40 per month, commencing with the date of completion of installation of facilities, and continuing costs, if any, for right-of-way fees or land rentals incurred by Edison. The advance payment is subject to refund and the annual fixed charge is subject to adjustment should separately metered new permanent load be served subsequently from the facilities. The total of all refunds shall not exceed the original sum of \$53,120 advanced by Pacific.

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

In granting the authorization herein requested applicant is placed on notice that it may be required to bear any costs incident to the service being authorized herein should it appear, in any future rate proceeding, that the cost of rendering this service is not fully compensatory or is in any way a burden on applicant's other electric customers.

The agreement further provides that it shall not become effective until authorized by this Commission and that it shall at all times be subject to such changes or modifications as this Commission may, from time to time, direct in the exercise of its jurisdiction. Edison and Pacific are hereby put on notice that in

any future rate proceeding this Commission will not be obligated to consider the opposition of either party to any proposed changes in this contract predicated on the basis that a contract between the parties already exists as authorized by the Commission.

Findings

The Commission finds that the granting of the requested authority is not adverse to the public interest and the application should be granted.

Public hearing is not necessary.

ORDER

IT IS HEREBY ORDERED that:

- 1. Southern California Edison Company is authorized to enter into and carry out the terms and conditions of the written agreement dated June 8, 1962, attached to the application, with The Pacific Telephone and Telegraph Company and to render the service described therein under the terms, charges and conditions stated therein.
- 2. Southern California Edison Company shall file with this Commission, within thirty days after the effective date of this order, two certified copies of said agreement, as executed, together with a statement of the date said agreement is deemed to have become effective.
- 3. Southern California Edison Company shall file with this Commission a statement showing the date the electric service was

first supplied under this agreement and 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 16th day of OCTOBER, 1962.