

**ORIGINAL**Decision No. 50879

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application of )	
SOUTHERN CALIFORNIA EDISON COMPANY, )	
a corporation, and FIRESTONE TIRE & )	
RUBBER COMPANY OF CALIFORNIA, a )	
corporation, for an Order of the )	Application No. 28688
Public Utilities Commission authoriz- )	(First Supplemental)
ing Applicant Southern California )	
Edison Company to enter into a )	
special agreement with Firestone Tire )	
& Rubber Company )	

OPINION AND ORDER ON FIRST SUPPLEMENTAL APPLICATION

In this application Southern California Edison Company asks for authority to carry out the terms of a supplemental and amending agreement, dated July 30, 1954, with Firestone Tire & Rubber Company of California. A copy of the agreement is attached to the supplemental application and marked Exhibit "A".

This agreement amends and supplements a contract dated August 27, 1947, said contract having been authorized by the Commission in Decision No. 40800 on original Application No. 28688. The contract provided for an auxiliary type service to a portion of the total plant requirements of Firestone.

Firestone now desires to convert its 50-cycle utilization equipment to 60-cycle and to purchase from Edison electric energy and service for all of its plant requirements estimated to be approximately 18,500 kva of demand. In furtherance thereof, Firestone, by means of said supplemental agreement, states that within 90 days after the effective date of the agreement it will commence to convert 50-cycle equipment for operation at 60 cycles and proceed with due diligence to complete such conversion within a period of 18 months. Edison agrees to furnish electric energy

and service for an aggregate of not to exceed 25,000 kva of demand from a new substation it will construct at customer's plant.

The amending and supplemental agreement provides, among other things, that the contract dated August 27, 1947, hereinafter called Service Contract, shall expire when service shall be first rendered through Edison's new substation and related facilities, the installation of which is contemplated therein, and only when all of Firestone's electric energy and service requirements at its plant are served by Edison's facilities. Thereafter, Edison will furnish electric energy and service in accordance with its then applicable filed tariffs, rules and regulations.

Further provision is made in the supplemental agreement that if the furnishing of electric energy and service to Firestone by Edison should be discontinued for any reason prior to the end of the expiration of three years after the expiration date of the Service Contract, as amended herein, Firestone will pay Edison \$71,691, this being the estimated installation and removal costs of the new substation and other facilities to be constructed by Edison. In the event of such discontinuance at any time prior to the completion of the new substation, Firestone agrees to pay Edison the actual amount expended for installing and removing such partially constructed facilities.

This supplemental and amending agreement provides 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. It further provides that said agreement shall not become effective until so authorized by the Commission.

The Commission having considered the above-entitled application and being of the opinion that the application should

be granted and that a public hearing in the matter 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 that certain agreement with Firestone Tire & Rubber Company of California, dated July 30, 1954, and to install the facilities and render the service therein specified under the terms, charges and conditions stated therein.

IT IS HEREBY FURTHER ORDERED that Southern California Edison Company shall file with this Commission a statement showing the effective first service date under said agreement and subsequently shall file a statement promptly 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 19th day of OCTOBER, 1954.

*John E. Mitchell*  
 President

*Justus S. Calver*

*Herbert Pittel*

*Gene Roggin*

*Raylo L. Lintner*  
 Commissioners