



Fuel Oil Clause

The above energy rate is subject to increase on the basis of 1/10 mill per kilowatt-hour for each 3.5 cents increase in the market price of fuel oil as regularly quoted by the Standard Oil Company of California, from 89 cents per barrel, f.o.b. Richmond, California, such increase to be computed to the nearest one-tenth mill per kilowatt-hour.

Maximum Demand

The maximum demand in any month will be the average kilowatt delivery of the 15 minute interval in which such delivery is greater than in any other 15 minute interval in the month.

The remaining portion of the electric energy to be supplied and purchased thereunder will be alternating current energy delivered at an electromotive force of approximately 120 and 240 volts. The rate applying thereto will be the power company's schedule P-1 (maximum demand basis - 50 H.P. guarantee).

All of the steam supplied and purchased thereunder for heating purposes will be charged and paid for in accordance with the following special rate:

Based upon the monthly consumption per meter.

First	20,000 pounds	.....	\$1.22	per thousand pounds
Next	60,000 pounds	.....	.82	per thousand pounds
Next	150,000 pounds	.....	.62	per thousand pounds
Next	170,000 pounds	.....	.47	per thousand pounds
Next	600,000 pounds	.....	.37	per thousand pounds
All over	1,000,000 pounds	.....	.30	per thousand pounds

Minimum Charge

\$5,000.00 per year.

Measurement of Service.

The consumption of steam hereunder will normally be measured by condensation meters. In cases where the condensation cannot be measured the charge will be based upon the estimated consumption.

Fuel Clause.

The above rates are subject to increase or decrease on the basis of 3¢ per 1,000 pounds for each 10¢ increase or decrease, respectively, in the market price of fuel oil, as regularly quoted by the Standard Oil Company of California, from 89¢ per barrel, f.o.b. Richmond, California, change to be to the nearest one cent, and to become effective thirty days after the change in the price of oil.

The initial term of this agreement is five (5) years from and after January 1, 1935, with a provision that it shall continue thereafter until terminated by thirty (30) days' written notice given by either party to the other of a desire for such termination.

The rates to be accorded The Emporium under this agreement are lower than those heretofore available under the Company's regularly published schedules. The only justification for the approval of the agreement is the impending loss of the load, since the consumer is prepared to install its own generating facilities if a special rate is not accorded.

An analysis of the proposed charges indicate that no burden upon other general consumers will result from the approval of this special rate agreement. We believe that the Company's request should be granted.

This is a matter in which a public hearing does not appear necessary and good cause appearing therefor,

IT IS HEREBY ORDERED that the above mentioned agreement between Pacific Gas and Electric Company and The Emporium dated February 6, 1935, be and it is hereby approved.

The effective date of this Order shall be the date hereof.

Dated at San Francisco, California, this 1<sup>st</sup> day of April, 1935.

Leon Overhulst  
M. J. Carr

Walter J. ...  
Frank ...  
Commissioners.