

P.S.C.U. No. 44

## **UTAH POWER & LIGHT COMPANY**

# ELECTRIC SERVICE SCHEDULE NO. 9B

## STATE OF UTAH

**General Service - High Voltage Demand Time-of-Day Option** Less than 10,000 kW

**AVAILABILITY**: At any point on the Company's interconnected system where there are facilities of adequate capacity. This Electric Service Schedule shall be available to Customers upon the installation of required Time-of-Day metering equipment. In the event that such installation may be delayed due to limited availability of such metering equipment, Customers shall be permitted to elect this Schedule on a prioritized basis as such metering equipment becomes available.

**APPLICATION**: This Schedule is for alternating current three-phase electric service supplied at approximately 46,000 volts or 69,000 volts or greater, through a single point of delivery for less than 10,000 kW.

# **MONTHLY BILL:**

## **Customer Service Charge:**

\$176.93 per service connection

Power Charge:

On-Peak: \$6.75 per kW all kW

Off-Peak: None

**Energy Charge:** 

2.3831¢ per kWh all kWh

(continued)

Filed Under P.S.C.U. Docket No. 01-035-01, Advice No. 01-04.

**EFFECTIVE**: **FILED:** March 15, 2001



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## **ELECTRIC SERVICE SCHEDULE NO. 9B - Continued**

**MONTHLY BILL**: (continued)

Minimum: Customer Service Charge plus minimum On-Peak Power Charges and Energy Charges. The minimum On-Peak Power Charge will be the average of the On-Peak Power for the twelve most recent billing periods immediately preceding the election of this Schedule. If twelve such periods are not available, the average shall be based on such periods as are available.

**POWER:** The kW as shown by or computed from the readings of Company's Power meter for the 15-minute On-Peak period of Customer's greatest use during the month, adjusted for Power Factor as specified, determined to the nearest kW.

**POWER FACTOR**: The On-Peak Power Charge is based on the Customer maintaining at all times a Power Factor of 90% lagging, or higher, as determined by measurement. If the average Power Factor is found to be less than 90% lagging, the On-Peak Power, as recorded by the Company's meter will be increased by 3/4 of 1% for every 1% that the Power Factor is less than 90%.

## TIME PERIODS:

On-Peak: 7:00 a.m. to 11:00 p.m., Monday thru Friday, except holidays.

Off-Peak: All other times.

Holidays include only New Year's Day, President's Day, Memorial Day, Independence Day, Pioneer Day, Labor Day, Thanksgiving Day, and Christmas Day. When a holiday falls on a Saturday or Sunday, the Friday before the holiday (if the holiday falls on a Saturday) or the Monday following the holiday (if the holiday falls on a Sunday) will be considered a holiday and consequently Off-Peak.

**CONTRACT DEMAND**: Customers electing this Schedule shall contract for On-Peak Demand and for Off-Peak Demand. The On-Peak Contract Demand shall be in effect for the duration of the contract. Off-Peak Contract Demand as used herein shall mean the maximum Demand contracted for by the Customer for use during Off-Peak times in excess of which the Company is under no obligation to supply.

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## **ELECTRIC SERVICE SCHEDULE NO. 9B - Continued**

**CONTRACT PERIOD**: One year or longer.

FORCE MAJEURE: Neither Company or Customer shall be subject to any liability or damages for inability to provide or receive service to the extent that such failure shall be due to causes beyond the control of either Company or Customer, including, but not limited to the following: (a) the operation and effect of any rules, regulations and orders promulgated by any commission, municipality, or governmental agency of the United States, or subdivision thereof; (b) restraining order, injunction or similar decree of any court; (c) war; (d) flood; (e) earthquake; (f) act of God; (g) sabotage; or (h) strikes or boycotts. Should any of the foregoing occur, the minimum billing demands that would otherwise be applicable under this Schedule shall be waived and Customer will have no liability for service until such time as Customer is able to resume service, except for any term minimum guarantees designed to cover special facilities extension costs. The party claiming Force Majeure under this provision shall make every reasonable attempt to remedy the cause thereof as diligently and expeditiously as possible.

**ELECTRIC SERVICE REGULATIONS:** Service under this Schedule will be in accordance with the terms of the Electric Service Agreement between the Customer and the Company. The Electric Service Regulations of the Company on file with and approved by the Public Service Commission of the State of Utah, including future applicable amendments, will be considered as forming a part of and incorporated in said Agreement.