UTAH POWER & LIGHT COMPANY	
TARIFF P.S.C.U. NO. 46	
ELECTRIC SERVICE SCHEDULES	
AND	
RATES FOR CONTRACT CUSTOMERS	
IN THE	
STATE OF UTAH	

ELECTRIC RATE SCHEDULES

of

UTAH POWER & LIGHT COMPANY

Salt Lake City, Utah

for

ELECTRIC SERVICE

in the

STATE OF UTAH

Under

PUBLIC SERVICE COMMISSION OF UTAH

TARIFF NO. 46

(C)

CANCELS ALL PREVIOUS SCHEDULES FOR ELECTRIC SERVICE

Issuing Officer
D. Douglas. Larson
Vice President, Regulation
Salt Lake City, UT

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42



Original Sheet No. B (C)

EFFECTIVE: April 1, 2005

ELECTRIC SERVICE SCHEDULES STATE OF UTAH

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ELECTRIC SERVICE SCHEDULES STATE OF UTAH

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Schedule Numbers not listed are not currently used.

^{*}These Schedules are not available to new customers or premises.



P.S.C.U. No. 46

PRELIMINARY STATEMENT STATE OF UTAH

1. TERRITORY SERVED

Utah Power and Light Company is an investor owned utility supplying power throughout the entire state of Utah. It serves most urban areas not otherwise served by municipal power companies, and many rural areas throughout the state.

2. DESCRIPTION OF SERVICE

Utah Power and Light Company's transmission line system supplies the Company's distribution substations, large industrial and commercial customers taking service at 46,000 volts or above and wheels power to other utilities. All classes and types of service are served from the distribution system include residential, temporary, small and large commercial and industrial customers, irrigation, and lighting loads. The distribution system is a agglomerate of systems with the typical distribution consisting of 3 phase lines at 12.5 kV phase to phase.

3. PROCEDURE TO OBTAIN SERVICE

Any person can obtain electric service by making application in accordance with the Company's filed Electric Service Regulation No. 3. Applicants establishing satisfactory credit are not required to pay a deposit. Where an extension of the Company's lines is necessary or a substantial investment is required to supply service, the applicant will have to meet with a Company representative in order to determine the conditions for service. These conditions typically require the applicant to contract with the company and pay an advance. Applicants for service must conform to, and comply with, the Company's tariff schedules and regulations.

(continued)



P.S.C.U. No. 46

PRELIMINARY STATEMENT - Continued

4. **DEPOSITS**

Where credit is not otherwise established, a deposit will be required in an amount as set forth in Electric Service Regulation No. 9.

5. SYMBOLS:

Whenever tariff sheets are refiled, changes will be identified by the following symbols:

- (C) To signify changed listing, rule or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify increase.
- (L) To signify material relocated from or to another part of tariff schedules with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate rule or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text but not change in rate, rule or condition.



P.S.C.U. No. 46

UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE SCHEDULE NO. 1

STATE OF UTAH

Residential Service

AVAILABILITY: At any point on the Company's interconnected system where there are facilities of adequate capacity.

APPLICATION: This Schedule is for alternating current electric service supplied at approximately 120 or 240 volts through one kilowatt-hour meter at a single point of delivery for all service required on the premises for residential purposes.

When conditions are such that service is supplied through one meter to more than one dwelling or apartment unit, the charge for such service will be computed by multiplying the minimum charges by the maximum number of dwelling or apartment units that may be served.

When a portion of a dwelling is used regularly for business, professional or other gainful purposes and 50 percent or more of the electrical energy supplied to that dwelling is being used for residential purposes, the premises shall be subject to this or other residential rates. If 50 percent or more of the electrical energy supplied to the premises is used for other than residential purposes, the premises will be classified as non-residential and electric service shall be provided under the appropriate non-residential schedule. However, if the wiring is so arranged that the service for residential purposes can be metered separately, this Schedule will be applied to such service.

MONTHLY BILL:

Customer Charge:

\$ 2.00 per Customer

(continued)

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P.S.C.U. No. 46

Original Sheet No. 1.1

MONTHLY BILL: (continued)

Energy Charge:

Billing Months - May through September inclusive

7.227¢ per kWh first 400 kWh 8.243¢ per kWh next 600 kWh 9.758¢ per KWh all additional kWh

Billing Months - October through April inclusive 7.227¢ per kWh all kWh

Minimum:

\$ 3.90 for single-phase service \$11.70 for three-phase service

SURCHARGE ADJUSTMENT: All monthly bills shall be adjusted in accordance with Schedule 193.

SEASONAL SERVICE: When seasonal service is supplied under this Schedule, the minimum seasonal charge will be \$46.00.

CONNECTION FEE: Each time a Customer, eligible to receive electric service under this Schedule, begins to receive electric service at a point of delivery not previously used, or at a point of delivery which has been used previously by another Customer, or each time a Customer changes his point of delivery or reconnects after voluntary disconnection to the same point of delivery, that Customer shall be charged a connection fee of \$10.00.

At the discretion of the Company, the connection fee may be waived for account holders such as landlords and real estate agents who accept, on a temporary basis, responsibility for the accounts of vacant residential units during the transitional time of vacancy in those cases where the cost to the Company of the physical discontinuance and restoration of electrical service would exceed the amount of the connection fee.

CONTRACT PERIOD: One year or longer.

(continued)



Original Sheet No. 1.1

(C)

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.



P.S.C.U. No. 46

UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE SCHEDULE NO. 2

STATE OF UTAH

${\bf Residential\ Service-Optional\ Time-of-Day\ Rider\ -} Experimental$

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 up to 1,000 Customers on a first-come, first-served basis, and 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 shall be taken in conjunction with Schedules 1 or 3. This Schedule applies to residential customers who have elected to take this service.

MONTHLY BILL: The Energy Charge in this Schedule shall be in addition to all other charges and surcharges contained in Customer's applicable residential service tariff schedule.

Energy Charge:

Billing Months - May through September inclusive 4.3762¢ per On-Peak kWh (1.4014)¢ per Off-Peak kWh

Billing Months - October through April inclusive Not applicable

(continued)



P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 2 - Continued

CONTRACT PERIOD: One year or longer.

TIME PERIODS:

Billing Months – May through September inclusive

On-Peak: 1:00 p.m. to 8:00 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.

SPECIAL CONDITIONS:

- 1. Customer on this tariff schedule shall have a term of not less than one year. Service will continue under this schedule until Customer notifies the Company to discontinue service.
- 2. Billing under this schedule shall begin for the Customer following installation of the time-of-use meter and the initial meter reading.
- 3. The Company will not accept enrollment for accounts that have:
 - Time-payment agreement in effect
 - Received two or more final disconnect notices
 - Been disconnected for non-payment within the last 12 months.

(continued)

Original Sheet No. 2.3 (C)

ELECTRIC SERVICE SCHEDULE NO. 2 - Continued

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.

Original Sheet No. 3.1 (C)

UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE SCHEDULE NO. 3

STATE OF UTAH

Low Income Lifeline Program - Residential Service Optional for Qualifying Customers

AVAILABILITY: At any point on the Company's interconnected system where there are facilities of adequate capacity.

APPLICATION: This Schedule is for alternating current electric service supplied at approximately 120 or 240 volts through one kilowatt-hour meter at a single point of delivery for all service required on the premises for residential purposes.

When conditions are such that service is supplied through one meter to more than one dwelling or apartment unit, the charge for such service will be computed by multiplying the minimum charges by the maximum number of dwelling or apartment units that may be served.

When a portion of a dwelling is used regularly for business, professional or other gainful purposes and 50 percent or more of the electrical energy supplied to that dwelling is being used for residential purposes, the premises shall be subject to this or other residential rates. If 50 percent or more of the electrical energy supplied to the premises is used for other than residential purposes, the premises will be classified as non-residential and electric service shall be provided under the appropriate non-residential schedule. However, if the wiring is so arranged that the service for residential purposes can be metered separately, this Schedule will be applied to such service.

MONTHLY BILL: The Monthly Bill shall be the sum of the Electric Service Charge, the Low Income Lifeline Credit and the Life Support Assistance Credit Option, if applicable.

ELECTRIC SERVICE CHARGE:

Customer Charge:

\$ 2.00 per Customer

(continued)

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ELECTRIC SERVICE SCHEDULE NO. 3 - Continued

MONTHLY BILL: (continued)

ELECTRIC SERVICE CHARGE: (continued)

Energy Charge:

Billing Months - May through September inclusive

7.227¢ per kWh first 400 kWh

8.243¢ per kWh next 600 kWh

9.758¢ per KWh all additional kWh

Billing Months - October through April inclusive

7.227¢ per kWh all kWh

Minimum:

\$ 3.90 for single-phase service \$11.70 for three-phase service

(I)

(I)

SURCHARGE ADJUSTMENT: All monthly bills shall be adjusted in accordance with Schedule 193.

LOW INCOME LIFELINE CREDIT:

\$8.00 Maximum

If a customer's Electric Service Charge plus the Surcharge Adjustment is less than \$8.00, the Low Income Lifeline Credit will be equal to the Electric Service Charge plus the Surcharge Adjustment.

LIFE SUPPORT ASSISTANCE CREDIT OPTION:

\$10.00 Maximum

If, after application of the Low Income Lifeline Credit, a customer's Electric Service Charge plus the Surcharge Adjustment is less than \$10.00, the Life Support Assistance Credit, if applicable, will be equal to the remaining Electric Service Charge plus the Surcharge Adjustment.

SEASONAL SERVICE: When seasonable service is supplied under this Schedule, the minimum seasonal charge will be \$46.00.

(continued)

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(C)



P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 3 - Continued

- 5. Customers that are disconnected for nonpayment of an account and has not reestablished service with the Company within 5 working days must be re-certified by DCED.
- 6. Customers receiving the Life Support Assistance Credit Option must file a written notice from a qualifying physician with the Company or have a physician submit the Residential Life Support Verification form to the Company indicating what life support equipment is necessary and indicating that termination of the patient's electric service would create a life-threatening event, or could lead to a serious worsening of the patient's present condition. To qualify for the Life Support Assistance Credit Option under this tariff, a customer must also be eligible to participate in the Low Income Lifeline Program as otherwise specified within this Schedule. The Company will remove customers from the Life Support Assistance Credit Option when the Company is advised that the household is no longer eligible for "life support" account treatment under Commission Rule R746-200-6(D).

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.

CONNECTION FEE: Each time a Customer, eligible to receive electric service under this Schedule, begins to receive electric service at a point of delivery not previously used, or at a point of delivery which has been used previously by another Customer, or each time a Customer changes his point of delivery or reconnects after voluntary disconnection to the same point of delivery, that Customer shall be charged a connection fee of \$10.00.

At the discretion of the Company, the connection fee may be waived for account holders such as landlords and real estate agents who accept, on a temporary basis, responsibility for the accounts of vacant residential units during the transitional time of vacancy in those cases where the cost to the Company of the physical discontinuance and restoration of electrical service would exceed the amount of the connection fee.

CONTRACT PERIOD: One year or longer.

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ELECTRIC SERVICE SCHEDULE NO. 3 - Continued

SPECIAL CONDITIONS:

- 7. To qualify, a Customer must be qualified for the Utah Home Energy Assistance (HEAT) Program; or earn no more than 125% of the federal poverty level.
- 8. The Utah Department of Community and Economic Development (DCED) is administrator of the Low Income Lifeline in conjunction with its HEAT program. An application and eligibility declaration authorized by DCED is required for each request of service under this Schedule. An eligible applicant will be placed on this Schedule within one billing cycle of the receipt of their application by DCED. Renewal of a Customer's eligibility declaration will be required annually. Customers are only eligible to receive service under this rate at one residential location at any one time.
- 9. The Customer is responsible to notify DCED if there is a change in eligibility status. If an eligible Customer moves during the year, it is the Customer's responsibility to notify DCED with their change in address in order to be reinstated back into the program.
- 10. Customers may be re-billed for periods of ineligibility under the applicable rate schedule.

(continued)



P.S.C.U. No. 46

UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE SCHEDULE NO. 4

STATE OF UTAH

Pole Attachments - Cable Television

AVAILABILITY: To companies distributing closed circuit television programming whose operation requires that cables, wires, and other appurtenances be placed on Company utility poles. This Schedule shall be available only upon the following three conditions:

- 1. The approval by Utah Power & Light Company of the Customer's application for permission to place equipment on Company poles.
- 2. The execution of an appropriate Joint Facilities Agreement between the cable television company and Utah Power & Light Company.
- 3. The availability of utility poles located on the Company's interconnected system in the State of Utah which are, and will continue to be, of sufficient size and capacity (in view of any additional electrical transmission and distribution equipment which is expected to be added to the poles due to projected growth which the particular area in question may reasonably be expected to experience during the term of the license agreement) to accommodate cable television equipment installed in accordance with the National Electric Safety Code.

APPLICATION: The rate specified in this Electric Service Schedule shall apply to all Company-owned poles.

ANNUAL CHARGE: \$4.65 per pole.

(continued)

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P.S.C.U. No. 46

Original Sheet No. 4.2

ELECTRIC SERVICE SCHEDULE NO. 4 - Continued

TERMS, CONDITIONS, LIABILITIES: The terms, conditions, and liabilities for service under this Schedule shall be those specified in the Joint Facilities Agreement between the Company and the Customer. The monthly per pole rate specified by the Joint Facilities Agreement shall be in accordance with the rate specified in this Schedule and shall be subject to periodic adjustment in accordance with the Joint Facilities Agreement and the rules established by the Public Service Commission of Utah and subject to its approval.

STANDARD JOINT FACILITIES AGREEMENT: A copy of the Company's current standard Joint Facilities Agreement is on file with the Public Service Commission.

ELECTRIC SERVICE REGULATIONS: Service under this Schedule will be in accordance with the terms of the Joint Facilities Agreement between the Company and the Customer. 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. In case of any conflict between any of the provisions of the Joint Facilities Agreement, this Rate Schedule, and the Electric Service Regulations, the provisions of this Rate Schedule will take precedence followed by the provisions of the Joint Facilities Agreement.

P.S.C.U. No. 46

Original Sheet No. 6.1

UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE SCHEDULE NO. 6

STATE OF UTAH

General Service - Distribution Voltage

AVAILABILITY: At any point on the Company's interconnected system where there are facilities of adequate capacity.

APPLICATION: This Schedule is for alternating current, single or three-phase electric service supplied at Company's available voltage, but less than 46,000 volts through a single point of delivery, for all service required on the Customer's premises. This Schedule is for nonresidential Customers whose loads have not registered 1,000 kW or more, more than once in the preceding 18-month period and who are not otherwise subject to service on Schedule 8. This Schedule is for general nonresidential service except for multi-unit residential complexes master metered in accordance with the Utah Administrative Code, Section R746-210. Service under this Schedule is also available for common areas associated with residential complexes.

MONTHLY BILL:

Customer Service Charge:

\$15.00 per Customer

(I)

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Power Charge:

Billing Months - May through September inclusive \$12.08 per kW

(I)

Billing Months - October through April inclusive \$9.68 per kW

(I)

Energy Charge:

2.9718¢ per kWh for all kWh

(I)

Voltage Discount: Where Customer takes service from Company's available lines of 2,300 volts or higher and provides and maintains all transformers and other necessary equipment, the voltage discount based on measured Power will be:

\$0.62 per kW

(I,C)

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42

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P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 6 - Continued

MONTHLY BILL: (continued)

Minimum: Customer Service Charge plus appropriate Power and Energy Charges.

SURCHARGE ADJUSTMENT: All monthly bills shall be adjusted in accordance with Schedule 193.

POWER FACTOR: This rate 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 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%.

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

SEASONAL SERVICE: Service for Customers for annually recurring periods of seasonal use where service is normally discontinued or curtailed during a part of the year may be contracted for under this Schedule.

Customer may contract for seasonal service under this Schedule with a net minimum seasonal payment as follows:

\$180.00 plus monthly Power and Energy Charges.

CONTRACT PERIOD: One year or longer.

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.

(C)

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P.S.C.U. No. 46

Original Sheet No. 6A.1

UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE SCHEDULE NO. 6A

STATE OF UTAH

General Service - Energy Time-of-Day Option

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 the Time-of-Day Option on a prioritized basis, as such metering equipment becomes available.

APPLICATION: This Schedule is for alternating current, single or three-phase, electric service supplied at Company's available voltage, but less than 46,000 volts through a single point of delivery, for all service required on the Customer's premises. This Schedule is for nonresidential Customers whose loads have not registered 1,000 kW or more, more than once in the preceding 18-month period and who are not otherwise subject to service on Schedule 8. This Schedule is for general nonresidential service, except for multi-unit residential complexes master metered in accordance with the Utah Administrative Code, Section R746-210. Service under this Schedule is also available to common areas associated with residential complexes.

MONTHLY BILL:

Customer Charge:

\$15.00 per Customer

Facilities Charge:

Billing Months - May through September inclusive \$4.84 per kW, 5 kW minimum

Billing Months - October through April inclusive \$4.06 per kW, 5 kW minimum

(continued)

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ELECTRIC SERVICE SCHEDULE NO. 6A - Continued

MONTHLY BILL: (continued)	
Energy Charge:	
Billing Months - May through September inclusive	
8.6620¢ per kWh for all On-Peak kWh	(I)
2.6080¢ per kWh for all Off-Peak kWh	(I)
Billing Months - October through April inclusive	
7.2404¢ per kWh for all On-Peak kWh	(I)
2.1801¢ per kWh for all Off-Peak kWh	(I)
Voltage Discount : Where Customer takes service from Company's available lines of 2,300 volts or higher and provides and maintains all transformers and other necessary equipment, the Voltage Discount based on measured On-Peak Power will be: \$0.45 per kW	(I,C)
SURCHARGE ADJUSTMENT : All monthly bills shall be adjusted in accordance with Schedule 193.	
FACILITIES KW : All kW as shown by or computed from the reading of Company's Power meter for the 15-minute period of Customer's greatest use at any time during the month, adjusted for Power Factor to the nearest kW.	(N)
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	

all Pov Company's meter, will be increased by 3/4 of 1% for every 1% that the Power Factor is less than (N) 90%.

(L, pg. 6A.3)

(continued)

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ELECTRIC SERVICE SCHEDULE NO. 6A - Continued

TIME PERIODS:

(L, pg. 6A.2)

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.

(N)

(L)

LOAD SHIFTING NOTIFICATION: Customers electing this Schedule shall make a best effort to inform the Company of any planned shifting of demand from on-peak to off-peak periods.

FORCE MAJEURE: Neither Company nor 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) 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 Demand that would otherwise be applicable under this Schedule shall be waived and the Customer will have no liability for service until such time as the 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.

(N)

P.S.C.U. No. 46

Original Sheet No. 6B.1

UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE SCHEDULE NO. 6B

STATE OF UTAH

General Service - Demand Time-of-Day Option

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 the Time-of-Day Option on a prioritized basis, as such metering equipment becomes available.

APPLICATION: This Schedule is for alternating current, single or three-phase, electric service supplied at Company's available voltage, but less than 46,000 volts through a single point of delivery, for all service required on the Customer's premises. This Schedule is for nonresidential Customers whose loads have not registered 1,000 kW or more, more than once in the preceding 18-month period and who are not otherwise subject to service on Schedule 8. This Schedule is for general nonresidential service, except for multi-unit residential complexes master metered in accordance with the Utah Administrative Code, Section R746-210. Service under this Schedule is also available to common areas associated with residential complexes.

MONTHLY BILL:

Customer Service Charge:

\$15.00 per Customer

(I)

(C)

1

(C)

Power Charge:

Billing Months - May through September inclusive

On-Peak: \$12.08 per kW

(I,C)

Off-Peak: None

Billing Months - October through April inclusive

On-Peak: \$9.68 per kW

Off-Peak: None

(I,C)

(I)

Energy Charge:

2.9718¢ per kWh for all kWh

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42

(I,C)

(C)

(I)

P.S.C.U. No. 46

Original Sheet No. 6B.2

ELECTRIC SERVICE SCHEDULE NO. 6B - Continued

MONTHLY BILL: (continued)

Voltage Discount: Where Customer takes service from Company's available lines of 2,300 volts or higher and provides and maintains all transformers and other necessary equipment, the Voltage Discount based on measured On-Peak Demand will be:

\$0.62 per kW

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.

SURCHARGE ADJUSTMENT: All monthly bills shall be adjusted in accordance with Schedule 193.

SEASONAL SERVICE: Service for Customers for annually recurring periods of seasonal use where service is normally discontinued or curtailed during a part of the year may be contracted for under this Schedule.

Customer may contract for seasonal service under this Schedule with a net minimum seasonal payment as follows:

\$180.00 plus monthly Power and Energy Charges.

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 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%.

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42

ELECTRIC SERVICE SCHEDULE NO. 6B - Continued

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.

LOAD SHIFTING NOTIFICATION: Customers electing this Schedule shall make a best effort to inform the Company of any planned shifting of demand from on-peak to off-peak periods.

FORCE MAJEURE: Neither Company nor 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) 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 Demand that would otherwise be applicable under this Schedule shall be waived and the Customer will have no liability for service until such time as the 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.

(L, pg. 6B.4)

(L)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42



UTAH POWER & LIGHT COMPANY ELECTRIC SERVICE SCHEDULE NO. 7

STATE OF UTAH

Security Area Lighting Closed to New Service

AVAILABILITY: At any point on the Company's interconnected system. No new customers will be served under this service.

APPLICATION: This Schedule is for electric service required for Security Area Lighting and for Security Flood Lighting service where service is supplied from a Company-owned overhead wood pole system.

MONTHLY BILL:

Charge:

Nominal Lamp Rating:

Initial Lumens	Watts	Per Lamp	
Mercury Vapor Lamps:			
4,000 Energy Only	100	\$ 4.87	(C)
7,000	175	\$14.04	(I)
7,000 Energy Only	175	\$ 6.91	(C)
20,000	400	\$22.95	(I)
Sodium Vapor Lamps:			
5,600 high intensity discharge	70	\$12.51 per lamp on Company- owned pole	(I)
		\$10.48 per lamp if no Company-owned pole is required	(I)

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(continued)



ELECTRIC SERVICE SCHEDULE NO. 7 - Continued

	9,500	high intensity discharge	100		per lamp on Company- owned pole per lamp if no Company-owned pole	(I)
	16,000	high intensity discharge	150		is required per lamp on Company- owned pole per lamp if no Company-owned pole is required	
	22,000	high intensity discharge	200	\$18.05	per lamp	
	27,500	high intensity discharge	250		per lamp on Company- owned pole per lamp if no Company-owned pole is required	
	50,000	high intensity discharge	400		per lamp on Company- owned pole per lamp if no Company-owned pole is required	
Sodiun	-	r Flood Lamps: high intensity discharge	150		per lamp on Company- owned pole per lamp if no Company-owned pole is required	(I)

(continued)



ELECTRIC SERVICE SCHEDULE NO. 7 - Continued

	27,500 high intensity discharge	250	per lamp on Company- owned pole per lamp if no Company-owned pole is required	(I)
	50,000 high intensity discharge	400	per lamp on Company- owned pole per lamp if no Company-owned pole is required	
Metal	Halide Lamps: 12,000	175	per lamp on Company- owned pole per lamp if no Company-owned pole is required	
	19,500	250	per lamp on Company- owned pole per lamp if no Company-owned pole is required	
	32,000	400	per lamp on Company- owned pole per lamp if no Company-owned pole is required	(I)

(continued)



ELECTRIC SERVICE SCHEDULE NO. 7 - Continued

107,000	1,000	\$49.36	per lamp on Company-	(I)
			owned pole	
		\$43.22	per lamp if no	(I)
			Company-owned pole	
			is required	

For purposes of this Schedule only, a Company-owned pole shall mean a pole owned by Utah Power & Light Company and installed solely for the support of lights subject to this Schedule. A new pole is one put in or used solely for the operation of the lamp.

The unit charge includes installation, maintenance and energy costs for unit on existing or one new wood pole without guys. Where more than one wood pole and more than 200 feet of extension are required, an additional charge of 1.5% of the estimated additional cost will be made. Should Customer desire a steel pole instead of a wood pole, an additional charge will be made according to the following schedule:

1. All steel poles installed prior to June 1, 1973.

11 gauge \$1.00 per pole per month 3 gauge \$1.50 per pole per month

2. Steel poles installed after June 1, 1973.

30 ft.	11 gauge, direct buried	\$2.35 per pole per month
30 ft.	3 gauge, direct buried	\$3.95 per pole per month
35 ft.	11 gauge, direct buried	\$2.85 per pole per month
35 ft.	3 gauge, direct buried	\$4.65 per pole per month

For anchor base poles, add 20¢ per pole per month to all poles installed after June 1, 1973.

SURCHARGE ADJUSTMENT: All monthly bills shall be adjusted in accordance with Schedule 193.

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42

P.S.C.U. No. 46

Original Sheet No. 7.5

ELECTRIC SERVICE SCHEDULE NO. 7 - Continued

SPECIFICATIONS AND SERVICE: Each lamp will be mounted on an existing pole or on a 30-foot wood pole with a mast arm bracket not exceeding 4 feet in length. Security flood lights may be mounted on Company-owned wood poles or on Customer-owned supports acceptable to the Company. The type and kind of fixtures and supports will be in accordance with the Company's specifications. Service includes energy supplied from the Company's overhead circuits, maintenance and lamp and glassware renewals. Lamps will be controlled by the Company to burn each night from dusk to dawn.

CONTRACT PERIOD: Five years or longer.

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.

(N)

P.S.C.U. No. 46

Original Sheet No. 8.1

UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE SCHEDULE NO. 8

STATE OF UTAH

Large General Service – 1,000 kW and Over – Distribution Voltage

AVAILABILITY: At any point on the Company's interconnected system where there are facilities of adequate capacity.

APPLICATION: This Schedule is for alternating current, single or three-phase, electric service supplied at Company's available voltage, but less than 46,000 volts through a single point of delivery, for all service required on the Customer's premises. This Schedule is applicable to electric service loads which have registered 1,000 kW or more, more than once in the preceding 18-month period. This Schedule will remain applicable until the Customer fails to exceed 1,000 kW for a subsequent period of 36 consecutive months. Deliveries at more than one point, or more than one voltage and phase classification, will be separately metered and billed. This Schedule is for general nonresidential service, except for multi-unit residential complexes master metered in accordance with the Utah Administrative Code, Section R746-210. Service under this Schedule is also available to common areas associated with residential complexes.

MONTHLY BILL:

Customer Service Charge:

\$15.00 per Customer

Facilities Charge:

\$3.32 per kW

Power Charge:

Billing Months - May through September inclusive

On-Peak: \$9.27 per kW

Off-Peak: None

Billing Months - October through April inclusive

On-Peak: \$6.62 per kW

Off-Peak: None

(continued) (N)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42

(N

ELECTRIC SERVICE SCHEDULE NO. 8 - Continued

MONTHLY BILL: (continued)

Energy Charge:

Billing Months - May through September inclusive 3.6351¢ per kWh for all On-Peak kWh 2.6351¢ per kWh for all Off-Peak kWh

Billing Months - October through April inclusive 2.9351¢ per kWh for all On-Peak kWh 2.6351¢ per kWh for all Off-Peak kWh

Voltage Discount: Where Customer takes service from Company's available lines of 2,300 volts or higher and provides and maintains all transformers and other necessary equipment, the Voltage Discount based on measured On-Peak Power will be:

\$0.68 per kW

SURCHARGE ADJUSTMENT: All monthly bills shall be adjusted in accordance with Schedule 193.

FACILITIES KW: All kW as shown by or computed from the reading of Company's Power meter for the 15-minute period of Customer's greatest use at any time during the month, adjusted for Power Factor to the nearest kW.

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 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%.

(continued)

(N)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42



ELECTRIC SERVICE SCHEDULE NO. 8 - Continued

TIME PERIODS:

On-Peak: October through April inclusive

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

May through September inclusive

1:00 p.m. to 9:00 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.

FORCE MAJEURE: Neither Company nor 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) 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 Demand that would otherwise be applicable under this Schedule shall be waived and the Customer will have no liability for service until such time as the 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.

(L, pg. 9.2)



P.S.C.U. No. 46

Original Sheet No. 9.1

UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE SCHEDULE NO. 9

STATE OF UTAH

General Service - High Voltage

AVAILABILITY: At any point on the Company's interconnected system where there are facilities of adequate capacity.

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. Seasonal service will be available only under other appropriate schedules.

MONTHLY BILL:

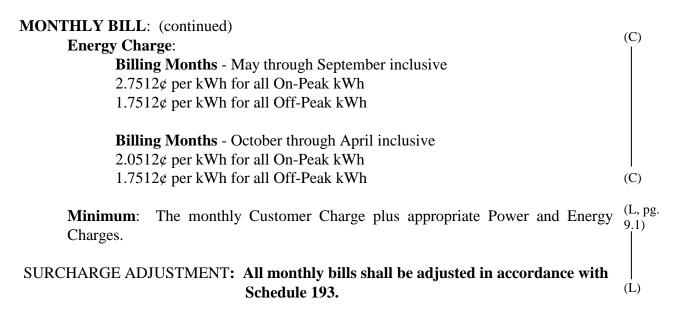
Customer Service \$100.00 per	8	(I,C)
Facilities Charge: \$1.40 per kV	V	(C) (C)
Power Charge: Billing Mon On-Peak: Off-Peak:	ths - May through September inclusive \$10.51 per kW None	(I,C) (C)
Billing Mon On-Peak: Off-Peak:	hths - October through April inclusive \$7.09 per kW None	(I,C) (C)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42

(continued)



ELECTRIC SERVICE SCHEDULE NO. 9 - Continued



POWER FACTOR: This rate 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 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%.

CONTRACT PERIOD: One year or longer.

FACILITIES KW: All kW as shown by or computed from the reading of Company's (C) Power meter for the 15-minute period of Customer's greatest use at any time during the month, adjusted for Power Factor to the nearest kW.

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 to the nearest kW.

(L, pg. 9.3)

(C)

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42



Original Sheet No. 9.3

(N)

(L, pg. 9.2)

ELECTRIC SERVICE SCHEDULE NO. 9 - Continued

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.

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.

(L)

Original Sheet No. 9A.1 (C)

UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE SCHEDULE NO. 9A

STATE OF UTAH

General Service - High Voltage Energy Time-of-Day Option CLOSED TO NEW SERVICE

AVAILABILITY: At any point on the Company's interconnected system where there are facilities of adequate capacity. No new customers will be served under this service. (C)

APPLICATION: This Schedule is for alternating current, three-phase electric service (C) supplied at approximately 46,000 volts or 69,000 volts or greater, through a single point of delivery. Seasonal service will be available only under other appropriate schedules. (C)

The election of the Time-of-Day Option shall not relieve a Customer of any non-contract demand minimum payment obligations incurred as a result of Company investments in special facilities installed to serve Customer (i.e., extension of facilities).

MONTHLY BILL:

Customer Charge:

\$100.00 per Customer

(I, C)

Facilities Charge:

\$1.40 per kW

(C)

(continued)

(I)

(I)

(C)

(C)

(N)

(N)

P.S.C.U. No. 46

Original Sheet No. 9A.2

ELECTRIC SERVICE SCHEDULE NO. 9A - Continued

MONTHLY BILL: (continued)

Energy Charge:

5.8177¢ per kWh for all On-Peak kWh 2.4995¢ per kWh for all Off-Peak kWh

Minimum: The monthly Customer Charge plus appropriate Facilities and Energy Charges.

SURCHARGE ADJUSTMENT: All monthly bills shall be adjusted in accordance with Schedule 193.

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.

FACILITIES KW: All kW as shown by or computed from the reading of Company's Power meter for the 15-minute period of Customer's greatest use at any time during the month, adjusted for Power Factor 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%.

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42



ELECTRIC SERVICE SCHEDULE NO. 9A - Continued

FORCE MAJEURE: Neither Company nor 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) 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 Demand that would otherwise be applicable under this Schedule shall be waived and the Customer will have no liability for service until such time as the 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.

(N)



P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 10

UTAH POWER & LIGHT COMPANY

STATE OF UTAH

Irrigation and Soil Drainage Pumping Power Service

AVAILABILITY: At any point on the Company's interconnected system where there are facilities of adequate capacity.

APPLICATION: This Schedule is for alternating current, single or three-phase electric service supplied at the Company's available voltage through a single point of delivery for service to motors on pumps and machinery used for irrigation and soil drainage. If energy usage for other purposes exceeds 10% of the total energy provided, the point of delivery shall be classified as non-irrigation and electric service shall be provided under the appropriate general service schedule.

IRRIGATION SEASON AND POST-SEASON SERVICE: The Irrigation Season is from May 25 to September 15 each year. Service for Post-Season pumping may be taken by the same Customer at the same point of delivery and through the same facilities used for supplying regular irrigation pumping service during months from September 16 to the following May 24. One of two pricing options is available to the Customer during the Irrigation Season depending on whether the Customer opts to participate in a Time-of-Day program. A Customer may choose only one option for each point of delivery and that option will remain in effect for the duration of the Irrigation Season and subsequent seasons, provided, however, existing Customers may elect to change their option by specifying, in writing, the desired option change at least six (6) months prior to the time they wish the change to become effective. In cases where less than six (6) months notice is given, the Company may not be able to effect the desired change and shall be under no obligation to do so; however, the Company will make a reasonable effort to do so. Because Post-Season rates do not require Time-of-Day metering, Customers, whose current option has been in effect for one year or longer, may change options, with such change to become effective at the commencement of the next billing period, if such

(continued)

Original Sheet No. 10.2 (C)

ELECTRIC SERVICE SCHEDULE NO. 10 - Continued

option change is made at least six (6) months prior to the commencement of the Irrigation Season. If a request for such a change is made less than six (6) months prior to the commencement of the Irrigation Season, such change shall become effective at the commencement of the next billing period after the installation of any additional metering equipment which would be required for that option during the Irrigation Season. If the Company is unable to install such metering equipment prior to the Irrigation Season, the option shall not become effective until after the Irrigation Season. No option changes will be made effective during the Irrigation Season (May 25 to September 15 each year), and the option elected will remain in effect for not less than one year.

ANNUAL BILL:

Annual Customer Service Charge

All Customers:

(I) **Primary Service** \$ 80.00 per Customer Secondary Service \$ 25.00 per Customer

(I)

The Annual Customer Service Charge is for metering equipment. This charge is to be paid each year at the time of connection, reconnection or prior to the Irrigation Season.

MONTHLY BILL:

Monthly Customer Service Charge

All Customers:

\$10.00 per Customer

(I,C)

The Monthly Customer Service Charge is for administrative costs including the cost of meter reading and billing. This charge is paid each month that the Customer is connected for service.

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No.04-035-02

EFFECTIVE: April 1, 2005 **FILED**: August 27, 2004



ELECTRIC SERVICE SCHEDULE NO. 10 - Continued

IRRIGATION SEASON RATES:

The Power Charges set forth below are for power costs related to the service drop and the distribution system.

Customers Not Participating in Time-of-Day Program

Power Charge:

\$5.01 per kW (I)(C)

Energy Charge:

4.9788¢ per kWh first 30,000 kWh 3.6800¢ per kWh all additional kWh

Voltage Discount: Where Customer provides and maintains all transformers and other necessary equipment, the Voltage Discount will be:

\$1.40 per kW

Minimum: The Monthly Customer Service Charge plus the Power and Energy Charges.

Time-of-Day Program

Power Charge:

\$5.01 per kW

(C)

(I)

EFFECTIVE: April 1, 2005

Energy Charge:

On-Peak: 9.8441¢ per kWh Off-Peak: 2.8272¢ per kWh

Voltage Discount: Where Customer provides and maintains all transformers and other necessary equipment, the Voltage Discount will be:

ser necessary equipment, the Voltage Discount will be: \$1.40 per kW

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No.04-035-42



P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 10 - Continued

Minimum: The Monthly Customer Service Charge plus Power and Energy Charges.

SURCHARGE ADJUSTMENT: All monthly bills shall be adjusted in accordance with Schedule 193.

Time Periods:

On-Peak: 9:00 a.m. to 8:00 p.m., Monday thru Friday, except holidays.

Off-Peak: All other kWh usage.

Holidays include only Memorial Day, Independence Day, Pioneer Day, and Labor Day. In the event a holiday should fall on a Saturday or Sunday, all kWh used on 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 Off-Peak.

POWER FACTOR: The rates for this Schedule are 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 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%.

IRRIGATION POST-SEASON RATES: Post-season service from September 16 to May 24 shall be billed to include the above Monthly Customer Service Charge and:

For All Customers

3.4103¢ per kWh

(I)

PRORATING OF BILLS: Bills for service under this Schedule will be prorated for the beginning and final service months of each calendar year.

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No.04-035-42



P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 10 - Continued

CONNECTION AND DISCONNECTION CHARGES: Company will connect and disconnect service at the beginning and end of Customer's pumping operation each year without charge. The actual expense incurred for additional connections and disconnections shall be paid by Customer

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

CONTRACT PERIOD: One year or longer.

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.



P.S.C.U. No. 46

UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE SCHEDULE NO. 11

STATE OF UTAH

Street Lighting Company-Owned Overhead System

AVAILABILITY:

- (1) Incandescent lamps, fluorescent lamps and mercury vapor lamps at any point on Company's interconnected system for Customers taking service under the Schedule as of its effective date.
- (2) Sodium vapor high intensity discharge lamps of nominal initial lumen rating of 5,600, 9,500, 16,000, 27,500, 50,000 and 125,000 lumens at any point on Company's interconnected system.

APPLICATION: This Schedule is for service required for the lighting of public streets, alleys, thoroughfares and public grounds by standard incandescent metallic filament, sodium vapor, mercury vapor or fluorescent lamps, where service is supplied from a Company-owned overhead wood pole system.

MONTHLY BILL:

Charge: Nominal Lamp Rating:

<u>Initial Lumens</u>	<u>Watts</u>	Per Lamp	
Incandescent Lamps:			(I)
500	50	\$10.27	ĺ
600	71	\$ 3.64	
1,000	92	\$12.20	
2,500	189	\$14.66	
4,000	295	\$17.51	
6,000	405	\$20.41	
10,000	620	\$26.96	
	(continued)		(I)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No.04-035-42



ELECTRIC SERVICE SCHEDULE NO. 11 - Continued

<u>Initial Lumens</u>	Watts	Per Lamp
Mercury Vapor Lamps:		
4,000	100	\$ 9.50
7,000	175	\$11.81
10,000	250	\$16.62
20,000	400	\$20.94
Sodium Vapor Lamps:		
5,600 high intensity discharge	70	\$10.12
9,500 high intensity discharge	100	\$10.96
16,000 high intensity discharge	150	\$14.51
27,500 high intensity discharge	250	\$18.12
50,000 high intensity discharge	400	\$22.30
125,000 high intensity discharge	1,000	\$44.16
Fluorescent Lamps:		
21,000 per 4-lamp luminaire	400 per luminaire	\$23.86 per luminaire
21,800 per 2-lamp luminaire	320 per luminaire	\$22.91 per luminaire
43,600 per 4-lamp luminaire	640 per luminaire	\$35.76 per luminaire

These rates are for dusk to dawn burning. The rate for dusk to midnight burning will be 90% of the rate for dusk to dawn burning.

Special Service

Dawn to Dawn (24 hour Service)

 Sodium Vapor Lamps:
 50,000 HPS
 400
 \$33.37

 Dusk to Dawn (Flood Lamps)

 Sodium Vapor Lamps:
 50,000
 400
 \$33.45

(continued)

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P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 11 - Continued

Should Customer desire a steel pole instead of a wood pole, an additional charge will be made according to the following Schedule:

1. All steel poles installed prior to June 1, 1973.

11 gauge \$1.00 per pole per month 3 gauge \$1.50 per pole per month

2. Steel poles installed after June 1, 1973.

30 ft. 11 gauge, direct buried \$2.35 per pole per month

30 ft. 3 gauge, direct buried \$3.95 per pole per month

35 ft. 11 gauge, direct buried \$2.85 per pole per month

35 ft. 3 gauge, direct buried \$4.65 per pole per month

For anchor base poles, add 20¢ per pole per month to all poles installed after June 1, 1973.

SURCHARGE ADJUSTMENT: All monthly bills shall be adjusted in accordance with Schedule 193.

SPECIFICATIONS AND SERVICE: Each lamp will be operated from a series or multiple circuit, at the Company's option. Fixtures and supports will be in accordance with the Company's specifications. Service includes energy supplied from the Company's overhead circuits, maintenance, lamp and glassware renewals. Lamps will be controlled by the Company to burn each night from dusk to dawn or from dusk to midnight.

CONVERSIONS: The Company will, upon written request of Customer, convert existing street lighting facilities to other types of lamps (i.e., convert incandescent fixtures and lamps to sodium vapor fixtures and lamps, etc.). In such an event, Customer shall pay to Company an amount equal to the depreciated value of all facilities removed from service and replaced with new equipment plus the cost of removal less any salvage value. Priority in making conversions shall be determined by Company, guided by two principles:

(1) the order in which requests are received by the Company; and

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No.04-035-42

Original Sheet No. 11.4

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P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 11 - Continued

the degree by which Customers' lighting prices were affected by the pricing adjustments established by the Public Service Commission of Utah in its Report and Order issued March 7, 1983 in Case Nos. 79-035-12, 80-035-17 and 81-035-13.

CONTRACT PERIOD: Three years or longer.

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.



P.S.C.U. No. 46

UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE SCHEDULE NO. 12

STATE OF UTAH

Street Lighting, Traffic and Other Signal System Service, and Metered Outdoor Nighttime Lighting Service Customer-Owned System

AVAILABILITY:

(1) Street Lighting including incandescent lamps, fluorescent lamps and mercury vapor lamps - at any point on Company's interconnected system for Customers taking service under this Schedule or Electric Service Schedule No. 11 as of their effective dates.

Street Lighting with sodium vapor high intensity discharge lamps and metal halide lamps - at any point on Company's interconnected system.

- (2) Traffic and Other Signal System Service at any point on the Company's interconnected system.
- (3) Metered Outdoor Nighttime Lighting Service at any point on the Company's interconnected system.

APPLICATION: This Schedule is for Street Lighting Service required for the lighting of public streets, alleys, thoroughfares and public grounds by standard incandescent metallic filament, sodium vapor, metal halide, mercury vapor or fluorescent lamps, and for Traffic and Other Signal System Service, and for Metered Outdoor Nighttime Lighting Service, where the systems are leased, being purchased, or owned by the Customers.

The electric service provided for Traffic and Other Signal System Service and for Metered Outdoor Nighttime Lighting Service shall be single or three phase alternating current at secondary voltage levels through metered installations.

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42



ELECTRIC SERVICE SCHEDULE NO. 12 - Continued

MONTHLY BILL:

Charge:

(l) A. Street Lighting, "Partial Maintenance"

Nominal Lamp Rating:			
<u>Initial Lumens</u>	<u>Watts</u>	Per Lamp	
Incandescent Lamps:			(I)
2,500 or less	189	\$ 7.68	1
4,000	295	\$10.43	
6,000	405	\$13.23	
10,000	620	\$17.52	
Mercury Vapor Lamps:	100	4.2.2	
4,000	100	\$ 3.97	
7,000	175	\$ 6.00	
10,000	250	\$ 7.77	
20,000	400	\$11.41	
37,000	700	\$19.71	
54,000	1,000	\$24.30	
Sodium Vapor Lamps:			
4,000 high intensity discharge	59	\$ 3.47	
5,600 high intensity discharge	70	\$ 3.47	
9,500 high intensity discharge	100	\$ 4.60	
16,000 high intensity discharge	150	\$ 5.59	
22,000 high intensity discharge	200	\$ 7.07	
, ,	250	\$ 8.21	
27,500 high intensity discharge	400		
50,000 high intensity discharge		\$11.98	
125,000 high intensity discharge	1,000	\$22.59	
Metal Halide Lamps:			
12,000	175	\$11.62	
19,500	250	\$11.74	
32,000	400	\$12.48	
107,000	1,000	\$24.69	(T)
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FILED: August 27, 2004

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ELECTRIC SERVICE SCHEDULE NO. 12 - Continued

<u>Initial Lumens</u>	Watts	Per Lamp		
Fluorescent Lamps:				(0)
1,000	40	\$ 3.21		(C)
21,000 per 2-lamp luminaire	400 per luminaire	\$12.43	per luminaire	(I)
21,800 per 2-lamp luminaire	320 per luminaire	\$11.91	per luminaire	1
43,600 per 4-lamp luminaire	640 per luminaire	\$19.11	per luminaire	
Special Burning-hour Service				
Dawn to Dawn (24 hour Service)				

 Sodium Vapor Lamps:
 5,600 HPS
 70
 \$ 7.52

 50,000 HPS
 400
 \$31.23

Dawn to Dusk (Daylight Service Only)

Sodium Vapor Lamps: 50,000 400 \$21.81

Dusk to Midnight

The rate for dusk to midnight burning will be 85% of the rate for dusk to dawn burning.

(1) B. Street Lighting, "Full Maintenance"

Nominal Lamp Rating:

<u>Initial Lumens</u>	<u>Watts</u>	Per Lamp
Incandescent Lamps:		
2,500 or less	189	\$ 8.82
4,000	295	\$11.98
6,000	405	\$15.17
10,000	620	\$20.04

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42

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P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 12 - Continued

Initial Lum	nens	Watts		Per Lan	<u>np</u>
Mercury V	apor Lamps:				
4,000		100		\$ 4.56	
7,000		175		\$ 6.88	
10,000		250		\$ 8.94	
20,000		400		\$13.09)
37,000		700		\$21.26	
54,000		1,000		\$27.81	
	apor Lamps:				
	high intensity discharge	70		\$ 4.00	
9,500	high intensity discharge	100		\$ 5.27	,
16,000	high intensity discharge	150		\$ 6.40	
22,000	high intensity discharge	200		\$ 8.09	1
27,500	high intensity discharge	250		\$ 9.42	
50,000	high intensity discharge	400		\$13.72	,
Metal Hali	de Lamps:				
12,000	de Lamps.	175		\$13.34	
19,500		250		\$13.48	
32,000		400		\$14.32	
107,000		1,000		\$28.29	
107,000		1,000		Ψ20.22	
Fluorescen	t Lamps:				
21,000	per 2-Lamp luminaire	400	per luminaire	\$14.25	per luminaire
21,800	per 2-Lamp luminaire	320	per luminaire	\$13.66	per luminaire
43,600	per 4-Lamp luminaire	640	per luminaire	\$21.87	per luminaire

Dusk to Midnight

The rate for dusk to midnight burning will be 90% of the rate for dusk to dawn burning.

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Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42

Original Sheet No. 12.5 (C)

ELECTRIC SERVICE SCHEDULE NO. 12 - Continued

(2) Traffic and Other Signal Systems

Customer Charge:

\$3.50 per Customer

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Energy Charge:

6.1249¢ per kWh

(I)

Minimum:

Customer Charge plus appropriate Energy Charges.

(3) <u>Metered Outdoor Nighttime Lighting</u>

Metered Outdoor Lighting Service is available for outside lighting facilities which require electric service only during the period from dusk to dawn (nighttime hours). This service shall be supplied and metered through a separate circuit. All other lighting requirements (except associated incidental nighttime indoor lighting requirements including such facilities as rest rooms or concession stands) and power requirements will be supplied, metered, and billed in accordance with the appropriate Electric Service Schedule. The Metered Outdoor Lighting option has been approved by the Public Service Commission of Utah on an interim basis. The terms, rates, and continued availability of the nighttime lighting option are subject to examination and modification by the Public Service Commission of Utah.

Charge:

Annual Facility Charge:

\$10.11 per kW, based on maximum annual kW, but not less than \$50.55

Annual Customer Charge:

\$67.10 per Customer

(C)

Annual Minimum:

Customer Charge plus Facility Charge

(continued)



Original Sheet No. 12.6 (C)

ELECTRIC SERVICE SCHEDULE NO. 12 - Continued

Monthly Customer Charge:

\$5.74 per Customer

(C)

Monthly Energy Charge:

4.9578¢ per kWh

SURCHARGE ADJUSTMENT: All monthly bills shall be adjusted in accordance with Schedule 193.

SPECIFICATIONS AND SERVICE: Each street lighting lamp will be operated from a series or multiple circuit, at the Company's option. The entire installation including initial lamp requirements and wiring with suitable connection to Company's system will be furnished and installed by Customer, except that installations on Company-owned poles will be made by Company and the cost thereof will be billed to Customer. Installations must meet Company construction standards in place at the time of installation in order to receive "full maintenance". If Company is unable to obtain materials to perform maintenance, the street light facilities will be deemed obsolete and must be upgraded at Customer expense in order to qualify for maintenance under the Electric Service Schedule. Street Lighting Service under "partial maintenance" includes energy, lamp and glassware renewals and cleaning of glassware. Street Lighting Service under "full maintenance" includes energy, lamp and glassware replacements and cleaning of glassware, and replacement of damaged or inoperative photocells, ballasts, starting aids, poles, mastarms and luminaires; provided, however, that any costs for materials which are over and above costs for Company's standard materials, as determined by the Company, are not included in this Electric Service Schedule. Such extra costs shall be paid by Customer. Burning-hours of lamps will be controlled by the Company. Each point of delivery where electric service is delivered to a traffic signal and/or other associated warning or signal system or group of such systems shall be separately metered and billed, and the entire system except the meter and service conductors to the point of delivery shall be furnished, installed, maintained, and operated by the Customer.

CONTRACT PERIOD: One year or longer.

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.

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42



P.S.C.U. No. 46

UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE SCHEDULE NO. 13

STATE OF UTAH

Decorative Street Lighting

AVAILABILITY: Sodium vapor lamps and metal halide lamps at any point on Company's interconnected system for Customers taking service under the Schedule as of its effective date.

APPLICATION: This Schedule is for service required for the lighting of public streets, alleys, thoroughfares and public grounds by sodium vapor or metal halide lamps.

BILLING OPTIONS: The Customer shall select one of three billing options:

- (a) Energy Only
- (b) Energy and Maintenance Service
- (c) Energy, Maintenance and Fixture Service (Full Service)

SERIES OPTIONS: The Company will maintain a listing of street light fixtures that are available for service under this Electric Service Schedule. Available lighting fixtures are grouped into Series 1 or Series 2 according to style, quality and cost.

SPECIFICATIONS AND SERVICE: Each lamp will be operated from a series or multiple circuit, at the Company's option. For Energy Only and Energy and Maintenance Service, the entire installation including initial lamp requirements and wiring with suitable connection to Company's system will be furnished and installed by Customer (customer owned). Installations must meet Company construction standards in place at the time of installation.

Lamps will be controlled to burn each night from dusk to dawn.

SPECIAL PROVISIONS: Where provided under this tariff, Company will replace individually burned out or broken lamps as soon as practicable after notification by Customer.

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No.04-035-42

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EFFECTIVE: April 1, 2005

P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 13 - Continued

Disconnection and reconnection of electrical service to accommodate maintenance, repair or replacement of lamps with Energy Only service shall be at the customer's expense.

SERVICE DEFINITIONS: Any service not specifically included in a service definition shall be paid for by the customer. Energy Only and Energy and Maintenance Service are only available as separate options on Customer Owned systems.

- 1. <u>Energy Service</u>. Energy Service shall include the delivery of power and energy.
- 2. <u>Maintenance Service</u>. Maintenance Service shall include glassware cleaning, and replacement of bulbs, damaged or inoperative photocells, ballasts and starting aids.
- 3. <u>Fixture Service</u>. The Company shall install, at the Company's expense, and own all street lighting fixtures, including poles, mastarms, luminaries, timers, and photocells. In addition to services provided under Maintenance Service, Company shall repair or replace poles, mastarms, glassware and luminaries.

MONTHLY BILLING:

Series 1					
Lumens	Watts	Energy	Energy and	Full	
		Only	Maintenance	Service	
HP Sodium	Vapor	·			
9,500	100	\$2.14	\$ 5.97	\$39.90	
16,000	150	\$3.13	\$ 7.09	\$41.01	
27,500	250	\$5.59	\$10.22	\$44.14	
50,000	400	\$8.59	\$13.32	\$47.24	
Metal Halid	le				
9,000	100	\$2.18	\$ 7.86	\$41.79	
12,000	175	\$3.82	\$ 9.50	\$43.42	
19,500	250	\$5.29	\$12.10	\$46.02	
32,000	400	\$8.37	\$13.52	\$47.44	

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P.S.C.U. No. 46

Original Sheet No. 13.3

ELECTRIC SERVICE SCHEDULE NO. 13 - Continued

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Lumens	Watts	Energy Only	Energy and Maintenance	Full Service
HP Sodium	Vapor	·		
9,500	100	\$2.14	\$ 5.97	\$32.62
16,000	150	\$3.13	\$ 7.09	\$33.74
27,500	250	\$5.59	\$10.22	\$36.88
50,000	400	\$8.59	\$13.32	\$39.98
Metal Halid	le			
9,000	100	\$2.18	\$ 7.86	\$34.52
12,000	175	\$3.82	\$ 9.50	\$36.16
19,500	250	\$5.29	\$12.10	\$38.76
32,000	400	\$8.37	\$13.52	\$40.18

Non-Standard Lamps Energy Only

> Energy Charge 5.5903 per kWh for all kWh

SURCHARGE ADJUSTMENT: All monthly bills shall be adjusted in accordance with Schedule 193.

LINE EXTENSION ALLOWANCE: Service under this schedule shall be subject to the provisions of Electric Service Regulation No. 12 with the following exceptions. The line extension allowance shall be the Non-Residential multiple of revenue calculated using the revenue from the Energy Only option in this schedule. The allowance applies to any extension of the distribution system not included in Fixture Service as described above. All costs to extend the existing distribution facilities not covered by the line extension allowance or included in fixture service shall be at the expense of the customer.

LAMP CONVERSIONS: Upon written request of a Full Service Customer the Company will convert existing street lighting facilities to other decorative street lights available under this schedule. In such an event, Customer shall pay to Company an amount equal to the estimated removal, relocation, and rearrangement costs, plus depreciated value of the facilities removed, minus salvage. Lamp conversions are subject to all the provisions of the line extension allowance described above.

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No.04-035-42

P.S.C.U. No. 46

Original Sheet No. 13.4

ELECTRIC SERVICE SCHEDULE NO. 13 - Continued

CONTRACT PERIOD: For Energy Only and Energy and Maintenance Service, the contract period shall be for one year or longer. Energy, Maintenance and Fixture Service (Full Service) under this rate schedule shall be for a minimum initial term of five (5) years from the commencement of service and shall continue thereafter until terminated by either party by written notice sixty days prior to termination. Upon early termination of service under this schedule the Customer shall pay an amount equal to the estimated removal, relocation and rearrangement costs, plus depreciated value of the facilities removed, minus salvage.

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.



UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE SCHEDULE NO. 14

STATE OF UTAH

Temporary Service Connection Facilities No New Service

AVAILABILITY: To any Customer requiring a temporary power connection at any point on Company's interconnected system where there are facilities of appropriate voltage and adequate capacity.

APPLICATION: This Schedule is for the rental of a pre-assembled service connection loop for providing temporary 120/240 volt power service.

INSTALLATION AND DISCONNECT CHARGE: \$45.00 payable in advance each time a pre-assembled service loop installation is connected to Company's service facilities.

MONTHLY RENTAL FEE: \$7.50 per month for each pre-assembled service loop installed by the Company, prorated for any partial month after the first month that service loop is connected.

SERVICE CONDITIONS: The Company will furnish and install a pre-assembled service loop consisting of a housing, necessary receptacles, circuit-breakers, meter socket, conduit, wire, grounding material and connectors. The pre-assembled service loop will meet all provisions of the National Electrical Code as required for permanent installations. The service loop may be either bonded to or attached with conduit straps to a standard Company distribution pole. Electric Service Requirements will be supplied under the Company's residential or general service schedules and in accordance with the provisions of the Company's Electric Service Regulation No. 12 for temporary service.

(continued)



P.S.C.U. No. 46

Original Sheet No. 14.2

ELECTRIC SERVICE SCHEDULE NO. 14 - Continued

CONTRACT PERIOD: One month or longer.

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.



P.S.C.U. No. 46

UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE SCHEDULE NO. 21

STATE OF UTAH

Electric Furnace Operations - Limited Service No New Service

AVAILABILITY: At any point on the Company's interconnected system where there are facilities of adequate capacity for Customers taking service under this Schedule as of its effective date. No new Customers will be served under this Schedule.

APPLICATION: This Schedule is for alternating current, three-phase electric service supplied where there are facilities of adequate capacity, at 2,300 volts, or higher through a single point of delivery for the operation of electric furnaces, annealing ovens, and salt baths with minimum total requirements of 100 kilowatts or more where the total requirements do not exceed 5,000 kilowatts. When a portion of the load is other than that specified above, the entire load will be classified as industrial and the appropriate General Industrial Service Schedule applied.

The Company may at its option limit the hours in each day and week during which service may be taken under this Schedule, Customers on all other schedules having priority over service supplied hereunder. In the event Customer should refuse to interrupt service during hours Company specifies, then, and in that event, all service taken during that billing month shall be billed under Company's applicable currently effective General Industrial Service Schedule.

MONTHLY BILL:

1. Where Customer takes service from Company's available lines of 2,300 volts or higher, but less than 44,000 volts, and provides and maintains all transformers and other necessary equipment, the monthly rates will be:

Customer Service Charge:

\$86.89 per Customer

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P.S.C.U. No. 46

Original Sheet No. 21.2 (C)

ELECTRIC SERVICE SCHEDULE NO. 21 - Continued

MONTHLY BILL: (continued)

Power Charge:

\$3.00 per kW

Energy Charge:

4.7761¢ per kWh first 100,000 kWh 4.0104¢ per kWh all additional kWh

Minimum:

Customer Service Charge plus appropriate Energy Charges.

2. Where Customer takes service from Company's available lines of 44,000 volts, or higher, and provides and maintains all transformers and other necessary equipment, the monthly rate will be:

Customer Service Charge:

\$86.89 per Customer

Power Charge:

\$3.00 per kW

Energy Charge:

3.7576¢ per kWh first 100,000 kWh

3.3139¢ per kWh all additional kWh

Minimum:

Customer Service Charge plus appropriate Energy Charges.

SURCHARGE ADJUSTMENT: All monthly bills shall be adjusted in accordance with Schedule 193.

POWER FACTOR: This rate 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 Power as recorded by the Company's meter will be increased by ¾ of 1% for every 1% that the Power Factor is less than 90%.

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Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No.04-035-42

Original Sheet No. 21.3 (C)

ELECTRIC SERVICE SCHEDULE NO. 21 - Continued

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

CONTRACT PERIOD: One year or longer.

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.

Original Sheet No. 23.1 (C)

UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE SCHEDULE NO. 23

STATE OF UTAH

General Service - Distribution Voltage - Small Customer

AVAILABILITY: At any point on the Company's interconnected system where there are facilities of adequate capacity.

APPLICATION: This Schedule is for alternating current, single or three-phase nonresidential electric service supplied at Company's available voltage, but less than 46,000 volts through a single point of delivery, for all service required on the Customer's premises by Customers with a power requirement not greater than 30 kW during seven (7) of any continuous twelve (12) month period and never exceeding 35 kW. Notwithstanding the provisions of Electric Service Regulation No. 3, Paragraph No. 4, Customers subject to this rate who fail to qualify under the above conditions shall be classified as Schedule No. 6 Customers regardless of the period of time during which they qualified under this Schedule. Customers otherwise subject to this rate who fail to qualify under the above conditions shall be subject to Schedule No. 6 for not less than 12 months.

MONTHLY BILL:

Customer Service Charge:

\$4.00 per Customer

(I)

Power Charge:

Billing Months - May through September inclusive \$6.66 per kW for all kW over 15 kW

(I)

Billing Months - October through April inclusive \$6.71 per kW for all kW over 15 kW

(I)

EFFECTIVE: April 1, 2005

(continued)

Original Sheet No. 23.2 (C)

ELECTRIC SERVICE SCHEDULE NO. 23 - Continued

Energy Charge:

Billing Months - May through September inclusive 9.0366¢ per kWh first 1,500 kWh 5.0664¢ per kWh all additional kWh

Billing Months - October through April inclusive 8.3176¢ per kWh first 1,500 kWh 4.6634¢ per kWh all additional kWh

MONTHLY BILL:

P.S.C.U. No. 46

Voltage Discount: Where Customer takes service from Company's available lines of 2,300 volts or higher and provides and maintains all transformers and other necessary equipment, the Voltage Discount based on measured Power will be:

\$0.37 per kW

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(I)

Minimum: Customer Service Charge plus appropriate Power and Energy Charges.

SURCHARGE ADJUSTMENT: All monthly bills shall be adjusted in accordance with Schedule 193.

POWER FACTOR: This rate 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 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%.

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Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No.04-035-42

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P.S.C.U. No. 46

Original Sheet No. 23.3 (C)

ELECTRIC SERVICE SCHEDULE NO. 23 - Continued

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

SEASONAL SERVICE: Service for Customers for annually recurring periods of seasonal use where service is normally discontinued or curtailed during a part of the year may be contracted for under this Schedule.

Customer may contract for Seasonal Service under this Schedule with a net minimum seasonal payment as follows:

\$48.00 plus monthly Power and Energy Charges.

CONTRACT PERIOD: One year or longer.

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.

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No.04-035-42



Original Sheet No. 23B.1 (C)

UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE SCHEDULE NO. 23B

STATE OF UTAH

General Service - Demand Time-of-Day Option - Small Customer

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 the Time-of-Day option on a prioritized basis as such metering equipment becomes available. This Schedule has been approved by the Public Service Commission of Utah on an interim basis. The terms, rates, and continued availability of this Schedule are subject to examination and modification by the Public Service Commission of Utah.

APPLICATION: This Electric Service Schedule provides a Time-of-Day Option to Customers eligible to receive electric service under Electric Service Schedule No. 23. Customers electing this Time-of-Day Option are subject to the provisions of Schedule No. 23 except as modified by this Schedule.

The election of the Time-of-Day Option shall not relieve a Customer of any non-contract demand minimum payment obligations incurred as a result of Company investments in special facilities installed to serve Customer (i.e., extension of facilities).

MONTHLY BILL:

Customer Service Charge:

\$7.00 per Customer

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Power Charge:

Billing Months - May through September inclusive

On-Peak: \$6.66 per kW for all kW Over 15 kW

Off-Peak: None

Billing Months - October through April inclusive

On-Peak: \$6.71 per kW for all kW Over 15 kW

Off-Peak: None

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P.S.C.U. No. 46

Original Sheet No. 23B.2

ELECTRIC SERVICE SCHEDULE NO. 23B - Continued

MONTHLY BILL: (continued)

Energy Charge:

Billing Months - May through September inclusive

9.0366¢ per kWh first 1500 kWh

5.0664¢ per kWh all additional kWh

Billing Months October through April inclusive

8.3176¢ per kWh first 1500 kWh

4.6634¢ per kWh all additional kWh

Voltage Discount: Where Customer takes service from Company's available lines of 2,300 volts or higher and provides and maintains all transformers and other necessary equipment, the Voltage Discount based on measured On-Peak Power will be:

\$0.37 per kW

Minimum: Customer Service charge plus appropriate Power and Energy Charges. The monthly Minimum Power shall not be less than 65% of the On-Peak Contract Demand.

SURCHARGE ADJUSTMENT: All monthly bills shall be adjusted in accordance with Schedule 193.

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.

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P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 23B - Continued

CONTRACT DEMAND: All Customers electing or renewing the Time-of-Day Option under this Schedule shall contract for On-Peak Demand, and for Off-Peak Demand. Off-Peak Contract Demand as used herein shall mean the maximum Power contracted for by the Customer for use during Off-Peak times in excess of which the Company is under no obligation to supply. The former Electric Service Agreement shall be amended to reflect the On-Peak and Off-Peak Contract Demands, or at the option of the Company a new Electric Service Agreement shall be executed reflecting the new Contract Demands. The On-Peak Contract Demand shall be the Historical Average Billing Demand, hereinafter defined, multiplied by 1.54. The On-Peak Contract Demand shall be in effect for the duration of the contract. References to historical actual demands relating to periods of time when the customer was not billed under the provisions of the Time-of-Day Option include both On-Peak and Off-Peak time periods.

The Historical Average Billing Demand shall be the average of the Billing Demands for the twelve most recent billing periods which represent normal operation immediately preceding the billing period in which a Customer elects to have the Time-of-Day Option apply. If twelve such periods are not available, the average shall be based on such periods as are available. If the Customer is a new Customer providing new load, the Historical Average Demand shall be zero. Billing Demand is the demand in kilowatts which is used to determine the Demand (Power) charges. For Customers switching from the historic provisions of Schedule No. 23 to the Time-of-Day Option, Billing Demand is determined without regard to On-Peak or Off-Peak hours. For Customers renewing their contract under the Time-of-Day Option, Billing Demand is determined only with regard to On-Peak hours. Normal operation excludes abnormally high demands established as a result of extraordinary conditions existing on the Company's interconnected system or as a result of accidents caused by Company's negligence resulting in temporary separation of Company's and Customer's systems, as well as abnormally high demands which are caused by events beyond the control and action of the Customer but which are not the result of the Customer's usual and ordinary industrial operations. Normal operation also excludes abnormally low demands established as a result of: (1) Force Majeure as enumerated in the Force Majeure paragraph, and, (2) the shut down or the significant cut back of industrial operations due to market or economic conditions including seasonal variations of such market or economic conditions.

POWER FACTOR: This rate 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 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%. The adjustment to the Power as recorded by the Company's meter shall be to the On-Peak power as recorded by the Company's meter.

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P.S.C.U. No. 46

Original Sheet No. 23B.4

ELECTRIC SERVICE SCHEDULE NO. 23B - Continued

POWER: The kW as shown by or computed from the readings of Company's Power meter for the 15-minute period of Customer's greatest use during the month, adjusted for Power Factor as specified, determined to the nearest kW. The Monthly Power shall not be less than 65% of the On-Peak Contract Demand.

SEASONAL SERVICE: Service for Customers for annually recurring periods of seasonal use where service is normally discontinued or curtailed during a part of the year may be contracted for under this Schedule.

Customer may contract for Seasonal Service under this Schedule with a net minimum seasonal payment as follows:

\$84.00 plus monthly Power and Energy Charges.

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.

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.

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No.04-035-42



P.S.C.U. No. 46

UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE SCHEDULE NO. 25

STATE OF UTAH

Mobile Home and House Trailer Park Service - Existing Customers Only

AVAILABILITY: At any point on the Company's interconnected system where there are facilities of adequate capacity at such phase and voltage as Company may have available for service to mobile home and house trailer parks taking service under this Schedule as of its effective date. No new customers or expansion of existing mobile home and house trailer parks will be served under this Schedule.

APPLICATION: Alternating current service normally will be supplied to each mobile home or house trailer directly by the Company at approximately 120 or 240 volts. Service to each tenant will be separately metered and billed under the Company's appropriate residential rate schedule in the name of the individual tenant whenever possible and in the name of the mobile home park or house trailer park owner or proprietor where circumstances make it impractical to bill the tenants directly. Alternately the Company will supply alternating electric current service at Company's available voltage through a single point of delivery under the rates set forth in the monthly bill section below.

Should the mobile home or house trailer park owner or proprietor receive single point of delivery service under this rate schedule, the owner or proprietor will submeter each tenant for electric service rendered under the applicable residential rate schedule of the Company. Copies of the Company's residential rate schedules will be furnished to each mobile home or house trailer park owner or proprietor who elects to take a single point of delivery service. The owner or proprietor shall post in several conspicuous places around the mobile home or house trailer park copies of the Company's residential rate schedules with a statement that the charge for electric service for each mobile home or house trailer space will be billed in accordance with the appropriate residential service rate. The owner or proprietor shall not meter or sell electric energy to any tenant under any other rate or system of charges. Evidence of any sale or attempt to sell

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Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No.04-035-42



ELECTRIC SERVICE SCHEDULE NO. 25 - Continued

electric service by the owner or proprietor on any other rate or system of charges except as provided herein shall give Company the right to discontinue service upon five (5) days written notice. Miscellaneous loads such as general lighting of the area, laundry facilities, washroom, recreational facilities, etc., available only to mobile home or house trailer park tenants will be considered residential usage and served under this Schedule. Loads for commercial purposes such as stores, restaurants, service stations, and other distinct and separate commercial establishments will be separately metered and served under applicable schedules.

Should the mobile home or house trailer park owner or proprietor receive single point of delivery service under this Rate Schedule, the owner or proprietor shall furnish all facilities from the property line and be responsible for the care and maintenance of them, except the Company will install and own all meters and sub-meters and will be responsible for their care and maintenance and periodic testing.

MONTHLY BILL:

Customer Charge:

\$9.00 per Customer

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Power Charge:

\$5.03 per kW

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Energy Charge:

5.2075¢ per kWh all kWh

Minimum per Space:

\$4.14

Minimum: The Customer Charge plus the greater of either the Power and Energy Charges or the "space" minimum charges.

SURCHARGE ADJUSTMENT: All monthly bills shall be adjusted in accordance with Schedule 193.

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No.04-035-42



ELECTRIC SERVICE SCHEDULE NO. 25 - Continued

Voltage Discount: Where the mobile home or house trailer park takes service hereunder from Company's available lines at 2,300 volts or greater and provides and maintains all transformers and other necessary equipment, the Voltage Discount based on measured power will be:

\$ 0.45 per kW

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POWER FACTOR: This rate is based on the Customer maintaining at all times a Power Factor of 90% lagging, or higher, as determined by measurement. If the Power Factor is found to be less than 90% lagging, the 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%.

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

CONTRACT PERIOD: One year or longer.

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.



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UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE SCHEDULE NO. 31

STATE OF UTAH

Back-Up, Maintenance, and Supplementary Power

AVAILABILITY: At any point on the Company's interconnected system in the State of Utah where there are facilities of adequate capacity. This Schedule shall not be available to Customers who extend their electric facilities for service to other Customers or premises or who resell electric service to any other person or entity, except in accordance with Utah Code Annotated 54-1-1 et. seq. This Schedule is available to Customers who obtain any part of their usual or regular electric requirements from any source other than the Company and require additional Supplementary and Back-up or Maintenance Power and energy from the Company, the sum of which is not in excess of 10,000 kW. Customers must provide at least six (6) months written notice prior to the date upon which they wish to begin electric service on this Schedule. In cases where less than six (6) months notice is given, the Company may not be able to obtain and install necessary metering equipment and shall, during that time, be under no obligation to allow Customers to receive service under this rate. However, if the Company is able to install such metering equipment during the six month period, the Customer shall be permitted to receive service under this Schedule subsequent to the time of that installation. Customers contracting for no Backup Power shall not be subject to this Schedule and shall receive electric service under the applicable general service schedule.

APPLICATION: This Schedule is for alternating current, single or three-phase electric service supplied at the Company's available voltage through a metering installation at a single point of delivery for Supplementary, Back-up and Maintenance Power service.

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Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No.04-035-42



P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 31 - Continued

DEFINITIONS:

Back-up Contract Demand - The specified Demand in kilowatts of Back-up Power that the Customer contracts with the Company to supply and which the Company agrees to have available for delivery to the Customer in excess of which the Company is under no obligation to supply. The Back-up Contract Demand shall be established by agreement between Customer and Company. The level of Back-up Contract Demand shall not exceed the total output capacity of the Customer's generation facilities.

Back-up Power - The kW of Back-up Contract Demand supplied by the Company to the Customer. Back-up Power shall be determined for each day of the Billing Period containing on-peak hours. The kW of Back-up Power each day shall be the kW for the fifteen (15) minute period of the Customer's greatest use of Back-up Power during the on-peak hours of the day. The Back-up Power for the Billing Period shall be the sum of the Back-up Power for each day of the Billing Period. For each fifteen minute period, Back-up Power shall equal the Measured Demand minus the Supplementary Contract Demand but shall not be less than zero nor greater than the Back-up Contract Demand.

Billing Period - The period of approximately thirty (30) days intervening between regular successive meter reading dates. There shall be twelve (12) billing periods per year.

Demand - The rate in kilowatts at which electric energy is generated, transferred or used. Demand (Power) measurements are calculated based on the average (integrated) usage over consecutive fifteen (15) minute periods of time. Demand or Power determinants may be based on any one such fifteen minute period in a Billing Period, on the period of greatest use during the Billing Period, or on the period of greatest use during on-peak hours during on-peak days. Demands may be adjusted for Power Factor. Abnormally high demands established as a result of extraordinary conditions existing on the Company's interconnected system or as a result of accidents caused by Company's negligence resulting in temporary separation of Power Company's and Customer's system shall be excluded from the determination of demand.

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P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 31 - Continued

Excess Power - Excess Power is power supplied by the Company to the Customer in excess of the Total Contract Demand. The kW of Excess Power for the Billing Period shall be the kW for the fifteen (15) minute period of the Customer's greatest use of Excess Power during the Billing Period. For each fifteen minute period, Excess Power shall equal the Measured Demand minus the Total Contract Demand but shall not be less than zero.

Maintenance Power - Electric power and energy made available by the Company to a Customer during the scheduled maintenance periods established in accordance with the provisions of this schedule to replace Back-up Power. Maintenance Power shall not exceed the Back-up Contract Demand.

Measured Demand - The fifteen (15) minute Demands (Power) in kilowatts as shown by or computed from the readings of the Power (Demand) meter located at the Company's point of delivery for on-peak and off-peak periods during the Billing Period.

Measured Energy - The electric energy in kilowatt-hours as shown by or computed from the readings of the kilowatt-hour meter located at the Company's point of delivery.

Supplementary Contract Demand - The specified Demand in kilowatts of Supplementary Power that the Customer contracts with the Company to supply and which the Company agrees to have available for delivery to the Customer in excess of which the Company is under no obligation to supply. The Supplementary Contract Demand shall be established by agreement between Customer and Company.

Supplementary Power - The kW of Supplementary Contract Demand supplied by the Company to the Customer. The kW of Supplementary Power for the Billing Period shall be the kW for the fifteen (15) minute period of the Customer's greatest use of Supplementary Power during the Billing Period. For each fifteen minute period, Supplementary Power shall equal the Measured Demand but shall not be less than zero nor greater than the Supplementary Contract Demand.

Total Contract Demand - The sum of the Supplementary Contract Demand and the Back-up Contract Demand.

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P.S.C.U. No. 46

Original Sheet No. 31.4

ELECTRIC SERVICE SCHEDULE NO. 31 - Continued

MONTHLY CHARGES:

Customer Charges: Secondary Voltage \$55.00 per Customer

Primary Voltage \$250.00 per Customer Transmission Voltage \$280.00 per Customer

If a Primary Customer is metered on the secondary side of the transformer the Secondary Voltage Customer charge shall apply and meter readings will be increased to reflect transformer losses.

Facilities Charges: Secondary Voltage \$3.32 per kW

Primary Voltage \$2.61 per kW
Transmission Voltage \$1.40 per kW

The Facilities Charge applies to the kW of Back-up Contract Demand.

Back-up Power Charges:

On-Peak Secondary Voltage \$0.4551 per kW Day
On-Peak Primary Voltage \$0.4427 per kW Day
On-Peak Transmission Voltage \$0.3478 per kW Day

During Scheduled Maintenance One Half (1/2) On-Peak Charge

Off-Peak No Charge

The Power Charge for Back-up Power is billed on a per day basis and is based on the fifteen (15) minute period of the Customer's greatest use of Back-up Power during on-peak hours each on-peak day.

Excess Power Charges:

Secondary Voltage \$42.86 per kW Primary Voltage \$40.28 per kW Transmission Voltage \$29.76 per kW

Supplementary Power and all Energy: Supplementary Power and all Energy shall be billed under the pricing provisions of the applicable general service schedule.

SURCHARGE ADJUSTMENT: All monthly bills shall be adjusted in accordance with Schedule 193.

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P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 31 - Continued

Voltage Levels: Primary Voltage applies where a distribution Customer takes service from Company's available lines of 2,300 to less than 46,000 volts and provides and maintains all transformers and other necessary related equipment. Transmission Voltage applies were service is supplied at approximately 46,000 volts or greater through a single point of delivery.

TIME PERIODS:

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

and days when maintenance has been scheduled in accordance

with the Scheduled Maintenance paragraph.

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.

SCHEDULED MAINTENANCE: Customers with Total Contract Demands of 1,000 kW or less shall schedule maintenance during a specific month of the year which shall be specified in the contract as agreed upon between the Company and the Customer.

Customer's with Total Contract Demands in excess of 1,000 kW shall, six (6) months prior to the Customer's initial receipt of service under this Schedule, submit to the Company, in writing, Customer's proposed maintenance schedule for each month of an eighteen (18) month period beginning with the date of the Customer's initial receipt of service under this Schedule. Customer shall, prior to September 1 of each subsequent year, submit to the Company, in writing, Customer's proposed maintenance schedule for each month of an eighteen (18) month period beginning with January 1 of the following year. Said proposed schedules will not be deemed accepted by the Company until Customer receives written acceptance from the Company. The Company will endeavor to provide said written notification of acceptance, or modification of Customer's proposed schedule, within 60 days of receipt of Customer's proposed maintenance schedule. Maintenance shall be scheduled for a maximum of 30 days per year. These 30 days may be taken in either one continuous period, or two continuous 15 day periods.

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P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 31 - Continued

METERING: Customers shall be metered with profile metering equipment. Such metering equipment shall be installed such that both power and energy provided by the Company can be measured during time intervals of not more than fifteen (15) minutes. The Customer shall be responsible for providing wiring and meter bases for all required meters. Customer shall provide at the metering point a telephone line so that the meter can call periodically to report its measurements to the Company facilities, or so that the meter can be interrogated by Company facilities. A dedicated telephone line will be required if necessary communication with the meter cannot be achieved by use of a non-dedicated line. Customer shall provide and pay all initial and ongoing costs for such telephone line connection availability at each metering point.

BACK-UP CONTRACT DEMAND: The Customer shall contract for Total Contract Demand. This shall be the sum of the Supplementary Contract Demand and the Back-up Contract Demand. The Customer may elect to increase Total Contract Demand by increasing Supplementary Contract Demand and/or Back-up Contract Demand prospectively at any time, provided there are facilities of adequate capacity, by providing notice to the Company. The Customer may elect to increase Total Contract Demand by increasing Supplementary Contract Demand and/or Back-up Contract demand retroactively to the most recently completed billing cycle, provided there are facilities of adequate capacity, by providing notice to the Company by the statement due date of the billing cycle. Any increase in Total Contract Demand shall establish a new Total Contract Demand which shall be in effect for the term of the contract, unless superseded by subsequent increases.

Customers experiencing seasonal variations in their load may temporarily reduce their Supplementary Contract Demand during one continuous portion of each year when usage is low. The period and the amount of the reduction shall be specified by contract. The period of reduction shall commence at the beginning of a billing cycle and terminate at the end of a billing cycle. In the event that the Measured Demand exceeds the sum of the reduced Supplementary Contract Demand and the Back-up Contract Demand, in any billing cycle during of period of reduced Supplementary Contract Demand, then, for that billing cycle, the reduced Supplementary Demand shall be set equal to the Measured Demand less the Back-up Contract Demand, but not greater than the Supplementary Contract Demand unless the customer elects to increase the Supplementary Contract Demand in accordance with provisions of the previous paragraph.

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P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 31 - Continued

DISTRIBUTION AND TRANSMISSION PLANT: The Company shall be under no obligation to install distribution or transmission plant in excess of that necessary to meet the Total Contract Demand. In the event that the capacity of the local facilities is or will be limited, the Company may at its sole discretion install load limiting devices in cases where the Customer's Load exceeds the sum of the Customer's Supplementary Contract Demand and Back-up Contract Demand. Customer shall reimburse the Company at full replacement cost for any damage to Company equipment which results from Measured Demands in excess of the Total Contract Demand regardless of whether the Company has or has not installed load control devices.

POWER FACTOR: These rates are based on the Customer maintaining at all times a Power Factor of 90% lagging, or higher, as determined by measurement at the Company's point of delivery. If the average Power Factor is found to be less than 90% lagging, the Measured Demand 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%.

FORCE MAJEURE: The Company shall not be subject to any liability or damages for inability to provide service, and the Customer shall not be subject to any liability or damage for such inability to receive service, to the extent that such inability shall be due to causes beyond the control of the party seeking to invoke this provision, 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 facilities charge shall be applied to only such Back-up Contract Demand as the Company is able to supply and the Customer is able to receive. The Customer will have no liability for full service until such time as the Customer is able to resume such service, except for any term minimum guarantees designed to cover special facilities extension costs, if any. The party claiming Force Majeure under this provision shall make every reasonable attempt to remedy the cause thereof as diligently and expeditiously as possible.

CONTRACT PERIOD: One year or longer.

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P.S.C.U. No. 46

Original Sheet No. 31.8

ELECTRIC SERVICE SCHEDULE NO. 31 - Continued

ASSIGNMENT: Customer may assign its Electric Service Agreement to another Customer upon advance written notice to Company and Company shall approve said assignment unless it has reasonable causes to withhold its approval. When such reasonable cause exists, Company shall notify Customer in writing of its reasons for refusing to approve the proposed assignment.

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.



UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE SCHEDULE NO. 33

STATE OF UTAH

Generation Replacement Service

AVAILABILITY: At any point on the Company's interconnected system where there are existing facilities of adequate capacity.

APPLICATION: This is a supplemental schedule available to Customers operating on-site generation with capacities of 1 MW or larger.

DESCRIPTION: This Schedule is available to Customers who are willing to curtail their operating on-site generation for various periods of time and receive Generation Replacement Service power and energy from the Company.

CONDITIONS OF SERVICE:

Company

• The Company will offer the Customer terms and conditions associated with the Generation Replacement Service at least five (5) days in advance of the proposed delivery period.

Customer

- Customer will respond to Company's offer within 48 hours of notification.
- Generation Replacement Service power shall not exceed the total output capacity of the Customer's operating generation facility.

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ELECTRIC SERVICE SCHEDULE NO. 33 - Continued

- The Customer will contract for a specific amount of power and energy at a specific price for the offering period. The Customer will pay for this power and energy regardless of actual usage.
- Generation Replacement Service power and energy will be for incremental power and energy above a Customer's base load. Base load will be determined by the Company using the Customer's historical usage.
- Generation Replacement Service may be suspended upon 48 hours notice.

MONTHLY BILL:

Additional Customer Service Charge:

\$50.00 per service period.

Power and Energy Charges:

The charges for service under this Schedule shall be at the quoted prices for each offering period and will reflect current market conditions. If such service is suspended during the offering period, the amounts will be prorated to reflect the time periods involved.

POWER FACTOR: Generation Replacement Service prices are based on the Customer maintaining at all times a Power Factor of 95% lagging, or higher, as determined by measurement. If the delivered reactive power exceeds 0.329 kVARs per kW of demand for any hour, the Customer shall pay for such excess reactive energy at the same rate per kVARh as it pays for the Generation Replacement Service power and energy as determined by calculating an effective mills per kWh charge.

CONTRACT PERIOD: Contract periods will be a minimum of one (1) year. Offering periods will be specified in the contract.

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Original Sheet No. 33.3 (C)

ELECTRIC SERVICE SCHEDULE NO. 33 - Continued

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.



UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE SCHEDULE NO. 37

STATE OF UTAH

Avoided Cost Purchases From Qualifying Facilities

AVAILABLE: To owners of Qualifying Facilities in all territory served by the Company in the State of Utah.

APPLICABLE: For power purchased from Qualifying Facilities located in the State of Utah with a design capacity of 1,000 kW or less. Owners of these Qualifying Facilities will be required to enter into a written power sales contract with the Company.

DEFINITIONS:

Cogeneration Facility

A facility which produces electric energy together with steam or other form of useful energy (such as heat) which are used for industrial, commercial, heating or cooling purposes through the sequential use of energy.

Qualifying Facilities

Qualifying cogeneration facilities or qualifying small power production facilities within the meaning of section 201 and 210 of the Public Utility Regulatory Policies Act of 1978 (PURPA), 16 U.S.C. 796 and 824a-3.

Small Power Production Facility

A facility which produces electric energy using as a primary energy source biomass, waste, renewable resources or any combination thereof and has a power production capacity which, together with other facilities located at the same site, is not greater than 80 megawatts.

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ELECTRIC SERVICE SCHEDULE NO. 37 - Continued

DEFINITIONS (continued)

Winter Season

The months of November through April.

Summer Season

The months of May through October.

Peak Hours

On-peak hours are defined as 6:00 a.m. to 10:00 p.m. Monday through Saturday, excluding holidays.

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 the holiday and will be Off-peak.

Off-Peak Hours

All hours other than On-peak.

MONTHLY PAYMENTS: The Qualifying Facility shall have the option of either: a) taking the applicable capacity and average energy price payment, or b) taking the applicable winter and summer energy payment for Peak and Off-Peak hours. Once an option is selected the option will remain in effect for the duration of the Facility's contract. Capacity kW will be the maximum 15-minute generation during Peak Hours.

RATES FOR PURCHASES: The non-levelized and levelized prices shown below are subject to change from time to time to reflect changes in the Company's determination of Utah avoided costs. The prices applicable to a Utah Qualifying Facility shall be those in effect at the time a written contract is executed by the parties. The levelized prices shown are for a 20-year contract and assume a 2001 starting date. Levelized prices for contracts which start after 2001 and are for periods of 20 years or less are available upon request.

(continued)



ELECTRIC SERVICE SCHEDULE NO. 37 - Continued

Non-Levelized Prices

Deliveries	Capacity	Average	Peak En	ergy Prices	Off-Peak E	nergy Prices
During	Price	Energy	Winter	Summer	Winter	Summer
Calendar	\$/kW - month	Price	¢/kWh	¢/kWh	¢/kWh	¢/kWh
Year		¢/kWh				
2001	\$0.00	3.23	4.33	4.16	3.36	3.11
2002	\$5.42	3.08	4.31	4.82	3.00	3.16
2003	\$5.57	3.84	5.41	5.41	3.84	3.84
2004	\$5.72	3.49	5.31	4.90	3.69	3.28
2005	\$5.88	2.93	4.59	4.59	2.93	2.93
2006	\$6.05	2.99	4.70	4.70	2.99	2.99
2007	\$6.22	2.99	4.75	4.75	2.99	2.99
2008	\$6.39	3.04	4.84	4.84	3.04	3.04
2009	\$6.57	3.03	4.89	4.89	3.03	3.03
2010	\$6.76	3.03	4.94	4.94	3.03	3.03
2011	\$6.95	3.07	5.03	5.03	3.07	3.07
2012	\$7.14	3.12	5.14	5.14	3.12	3.12
2013	\$7.34	3.20	5.27	5.27	3.20	3.20
2014	\$7.55	3.23	5.36	5.36	3.23	3.23
2015	\$7.76	3.27	5.46	5.46	3.27	3.27
2016	\$7.97	3.29	5.55	5.55	3.29	3.29
2017	\$8.20	3.31	5.63	5.63	3.31	3.31
2018	\$8.43	3.35	5.73	5.73	3.35	3.35
2019	\$8.66	3.38	5.83	5.83	3.38	3.38
2020	\$8.91	3.43	5.95	5.95	3.43	3.43

Levelized Prices (Nominal)

Deliveries	Capacity	Average	Peak Er	Peak Energy Prices		Prices Off-Peak Energy Prices	
During	Price	Energy	Winter	Summer	Winter	Summer	
Calendar	\$/kW - month	Price	¢/kWh	¢/kWh	¢/kWh	¢/kWh	
Year		¢/kWh					
	5.99	3.21	4.99	4.99	3.23	3.19	

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42



P.S.C.U. No. 46

UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE SCHEDULE NO. 38

STATE OF UTAH

Qualifying Facility Procedures

AVAILABILITY: To owners of Qualifying Facilities (QFs) in all territory served by the Company in the State of Utah.

APPLICATION: To owners of existing or proposed QFs with a design capacity greater than 1,000 kW who desire to make sales to the Company. Such owners will be required to enter into written power purchase and interconnection agreements with the Company pursuant to the procedures set forth below. Additional or different requirements may apply to Utah QFs seeking to make sales to third-parties, or out-of-system QFs seeking to wheel power to Utah for sale to the Company.

I. Process For Negotiating Power Purchase Agreements

A. Communications

Unless otherwise directed by the Company, all communications to the Company regarding QF power purchase agreements should be directed in writing as follows:

> Utah Power & Light Company Manager-QF Contracts 825 NE Multnomah St, Suite 600 Portland, Oregon 97232

The Company will respond to all such communications in a timely manner. If the Company is unable to respond on the basis of incomplete or missing information from the QF owner, the Company shall indicate what additional information is required. Thereafter, the Company will respond in a timely manner following receipt of all required information.

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42

P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 38 - Continued

B. Procedures

- 1. The Company's proposed generic power purchase agreement may be obtained from the Company's website at www.pacificorp.com, or if the owner is unable to obtain it from the website, the Company will send a copy within seven days of a written request."
- 2. To obtain an indicative pricing proposal with respect to a proposed project, the owner must provide in writing to the Company, general project information reasonably required for the development of indicative pricing, including, but not limited to:
 - a) generation technology and other related technology applicable to the site
 - b) design capacity (MW), station service requirements, and net amount of power to be delivered to the Company's electric system
 - c) quantity and timing of monthly power deliveries (including project ability to respond to dispatch orders from the Company)
 - d) proposed site location and electrical interconnection point
 - e) proposed on-line date and outstanding permitting requirements
 - f) demonstration of ability to obtain QF status
 - g) fuel type (s) and source (s)
 - h) plans for fuel and transportation agreements
 - i) proposed contract term and pricing provisions (i.e., fixed, escalating, indexed)
 - j) status of interconnection arrangements
- 3. The Company shall not be obligated to provide an indicative pricing proposal until all information described in Paragraph 2 has been received in writing from the QF owner. Within 30 days following receipt of all information required in Paragraph 2, the Company will provide the owner with an indicative pricing proposal, which may

(continued)

P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 38 - Continued

B. Procedures (continued)

include other indicative terms and conditions, tailored to the individual characteristics of the proposed project. Such proposal may be used by the owner to make determinations regarding project planning, financing and feasibility. However, such prices are merely indicative and are not final and binding. Prices and other terms and conditions are only final and binding to the extent contained in a power purchase agreement executed by both parties and approved by the Commission. The Company will provide with the indicative prices a description of the methodology used to develop the prices.

4. If the owner desires to proceed forward with the project after reviewing the Company's indicative proposal, it may request in writing that the Company prepare a draft power purchase agreement to serve as the basis for negotiations between the parties. In connection with such request, the owner must provide the Company with any additional project information that the Company reasonably determines

to be necessary for the preparation of a draft power purchase agreement, which may include, but shall not be limited to:

- a) updated information of the categories described in Paragraph B.2,
- b) evidence of adequate control of proposed site
- c) identification of, and timelines for obtaining any necessary governmental permits, approvals or authorizations

(continued)

P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 38 - Continued

B. Procedures (continued)

- d) assurance of fuel supply or motive force
- e) anticipated timelines for completion of key project milestones
- f) evidence that any necessary interconnection studies have been completed and assurance that the necessary interconnection arrangements are being made in accordance with Part II.
- 5. The company shall not be obligated to provide the owner with a draft power purchase agreement until all information required pursuant to Paragraph 4 has been received by the Company in writing. Within 30 days following receipt of all information required pursuant to paragraph 4, the Company shall provide the owner with a draft power purchase agreement containing a comprehensive set of proposed terms and conditions, including a specific pricing proposal for purchases from the project. Such draft shall serve as the basis for subsequent negotiations between the parties and, unless clearly indicated, shall not be construed as a binding proposal by the Company
- 6. After reviewing the draft power purchase agreement, the owner may prepare an initial set of written comments and proposals regarding the draft power purchase agreement and forward such comments and proposals to the Company. The Company shall not be obligated to commence negotiations with a QF owner until The Company has received an initial set of written comments and proposals from the QF owner. Following the Company's receipt of such comments and proposals, the owner may contact the Company to schedule contract negotiations at such times and places as are mutually agreeable to the parties. In connection with such negotiations, the Company:
 - will not unreasonably delay negotiations and will respond in good faith to any additions, deletions or modifications to the draft power purchase agreement that are proposed by the owner

(continued)



ELECTRIC SERVICE SCHEDULE NO. 38 - Continued

B. Procedures (continued)

- b) may request to visit the site of the proposed project if such a visit has not previously occurred
- c) will update its pricing proposals at appropriate intervals to accommodate any changes to the Company's avoided-cost calculations, the proposed project or proposed terms of the draft power purchase agreement
- d) may request any additional information from the owner necessary to finalize the terms of the power purchase agreement and satisfy the Company's due diligence with respect to the Project.
- 7. When both parties are in full agreement as to all terms and conditions of the draft power purchase agreement, the Company will prepare and forward to the owner a final, executable version of the agreement. The Company reserves the right to condition execution of the power purchase agreement upon simultaneous execution of an interconnection agreement between the owner and the Company's power delivery function, as discussed in Part II. Prices and other terms and conditions in the power purchase agreement will not be final and binding until the power purchase agreement has been executed by both parties and approved by the Commission.

II. Process for Negotiating Interconnection Agreements

In addition to negotiating a power purchase agreement, QFs intending to make sales to the Company are also required to enter into an interconnection agreement that governs the physical interconnection of the project to the Company's transmission or distribution system. The Company's obligation to make purchases from a QF is conditioned upon all necessary interconnection arrangements being consummated.

It is recommended that the owner initiate its request for interconnection as early in the planning process as possible, to ensure that necessary interconnection arrangements proceed in a timely manner on a parallel track with negotiation of the power purchase agreement.

(continued)

P.S.C.U. No. 46



ELECTRIC SERVICE SCHEDULE NO. 38 - Continued

II. Process for Negotiating Interconnection Agreements (continued)

Because of functional separation requirements mandated by the Federal Energy Regulatory Commission, interconnection and power purchase agreements are handled by different functions within the Company. Interconnection agreements (both transmission and distribution level voltages) are handled by the Company's power delivery function.

A. Communications

Initial communications regarding interconnection agreements should be directed to the Company in writing as follows:

Utah Power & Light Company Manager-QF Contracts 825 NE Multnomah St, Suite 600 Portland, Oregon 97232

Based on the project size and other characteristics, the Company will direct the QF owner to the appropriate individual within the Company's power delivery function that will be responsible for negotiating the interconnection agreement with the QF owner. Thereafter, the QF owner should direct all communications regarding interconnection agreements to the designated individual, with a copy of any written communications to the address set forth above.

B. Procedures

The Company will follow the procedures for generation interconnection described in Part IV of the Company's Open Access Transmission Tariff (Tariff) on file with the Federal Regulatory Commission. A copy of the Tariff is available on-line at http://www.oasis.pacificorp.com

(continued)



P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 38 - Continued

II. B. Procedures (continued)

Generally, the interconnection process involves (1) initiating a request for interconnection, (2) completion of studies to determine the system impacts associated with the interconnection and the design, cost, and schedules for constructing any necessary interconnection facilities, (3) execution of an Interconnection Facilities Agreement to address facility construction, testing and acceptance and (4) execution of an Interconnection Operation and Maintenance Agreement to address ownership and operation and maintenance issues.

Consistent with PURPA, the owner is responsible for all interconnection costs assessed by the Company on a nondiscriminatory basis.

P.S.C.U. No. 46

UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE SCHEDULE NO. 70

STATE OF UTAH

New Wind, Geothermal and Solar Power Rider - Optional

AVAILABILITY: At any point on the Company's interconnected system.

APPLICATION: To customers receiving service under Schedules 1, 2, 6, 6A, 6B, 9, 9A, 9B, 10, 19, 21, 23, 23B or 25 who agree to purchase blocks of New Wind, Geothermal or Solar Power under this schedule.

BLOCK: 1 block equals 100 kWh of New Wind, Geothermal or Solar Power.

CHARGE PER BLOCK: \$1.95 per month

MONTHLY BILL: The Monthly Bill shall be the number of Blocks the customer has agreed to purchase multiplied by the Charge per Block. The Monthly Bill is in addition to all other charges contained in Customer's applicable tariff schedule. This rider's Monthly Bill shall be applied to the Customer's billing regardless of actual energy consumption.

NEW WIND, GEOTHERMAL AND SOLAR POWER: For the purpose of this tariff, power sources include wind, geothermal and solar sources of generation placed in service on or after January 28, 2000. Bundled energy or Tradable Renewable Credits may be used to support this product.

SPECIAL CONDITIONS:

1. Customers may apply for or terminate from this schedule anytime during the year.

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42

P.S.C.U. No. 46

Original Sheet No. 70.2

ELECTRIC SERVICE SCHEDULE NO. 70 - Continued

SPECIAL CONDITIONS: (continued)

- 2. The Company will not accept enrollments for accounts that have a time-payment agreement in effect or have received two or more disconnect notices or have been disconnected within the last 12 months.
- 3. New wind, geothermal, or solar power energy will be delivered within two years of when the energy was purchased by customer under this tariff. Tradable Renewable Credits will be delivered within eighteen months.

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.

P.S.C.U. No. 46

UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE SCHEDULE NO. 71

STATE OF UTAH

Energy Exchange Program Rider

PURPOSE: This is an optional, supplemental service that allows participating Customers to voluntarily reduce their electricity usage in exchange for a payment at times and at prices determined by the Company. The Company will notify participating Customers of the opportunity to exchange electricity. The Customer must execute an agreement prior to being allowed to receive service under this rider.

APPLICABLE: To qualifying Customers with Monthly Demand exceeding 1,000 kW at least once during the last 12-month period. Any portion of the Customer's load that is billed according to a daily price option is not eligible to participate in this program. Participating Customers must execute an Energy Exchange Customer Agreement with the Company.

ENERGY EXCHANGE VALUE

Market Price Signal: The Market Price Signal (MPS) is a price or prices quoted by the Company for a specified duration, subject to the following:

A Customer participating in an Exchange Event must maintain electricity usage below the Customer's Baseline Service Level for the duration specified by the MPS offer and accepted by the Customer (the Customer Pledge Period). Upon request the Customer also must provide the Company all documents necessary to demonstrate the Customer's planned operation level for the Pledge Period. Failure to provide detailed documentation upon request for a Customer participating in an Exchange Event shall result in application of the second occurrence of noncompliance specified in Special Condition 9. The MPS shall specify the price for an exchange amount and the specified duration during which the quote applies (including days and hours applicable).

(continued)

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P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 71 - Continued

ENERGY EXCHANGE VALUE (continued)

Hourly Credit Rate

Market Price Signal **minus** Customer's Rate Schedule Effective Energy Price = Hourly Credit Rate (ϕ/kWh) .

The Company will notify Customers of an Exchange Event when the Market Price Signal is such that it is economic for the Company to encourage Customers to reduce usage. The Hourly Credit Rate will be determined by subtracting the energy price the Customer would pay on their otherwise applicable rate schedule from the MPS. This calculation is performed for each hour during the Exchange Event.

Hourly Credit

Exchange Amount (kWh) X Hourly Credit Rate = Hourly Credit

The Hourly Credit is the amount owed to the Customer for each hour of curtailment pledged during the Exchange Event. The Hourly Credit is determined by multiplying the Exchange Amount by the Hourly Credit Rate. The Hourly Credit shall not be less than zero.

Exchange Credit: The Exchange Credit is the amount paid to the Customer for the Exchange Event and is the sum of each Hourly Credit during such event.

PAYMENTS: The Company will pay the Customer within 45 days of the Exchange Event. At Company's discretion, payment may be applied as a credit to the Customer's Monthly Billing.

EXCHANGE AMOUNT: The Exchange Amount shall be the difference between the Customer's Baseline Service Level and Customer's measured load for each hour during the term of the Pledge Period. The Customer's Baseline Service Level shall be defined as the average usage for each hour during approximately fourteen typical operational days prior to the Pledge Period. Holidays and weekends will be excluded when determining the Baseline Service Level. The Company may utilize an alternate method to determine Baseline Service Level when the Customer's usage is highly variable or when a prior Exchange Amount has been implemented within the period used to establish a subsequent Baseline Service Level.

(continued)



P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 71 - Continued

RATE SCHEDULE EFFECTIVE ENERGY PRICE: The Rate Schedule Effective Energy Price shall be the Energy Charge Effective Rate contained in the rate schedule under which the Customer is served. If the Customer is currently served under a Special Contract, Rate Schedule 9 shall be used for this purpose.

NOTIFICATIONS: The Company will utilize a secured Internet web site as the primary method to notify participants of Exchange Events. Other methods of notification may be utilized at the discretion of the Company. Customers must acquire and install any additional communication equipment necessary to receive notification of Exchange Events. The Customer will participate by operating below its Baseline Service Level per the Customer curtailment pledge for the length of the Pledge Period. The communication equipment must be operational as determined by periodic tests performed by the Company or designated agent.

The Company is not obligated to call an Exchange Event, and the Customer is not obligated to exchange energy upon being advised of an Exchange Event. The Company will not be liable for failure to advise a Customer of an Exchange Event.

Notification Options: The Company reserves the right to cancel an Exchange Event or a portion of an Exchange Event upon notification to the Customer. The Customer shall, at the time of enrollment, advise the Company how many hours' notification it requires prior to a Pledge Period by selecting one of the Notification Options below. Each Notification Option has a corresponding Minimum Hourly Credit Rate.

Notification Required Prior to Cancellation	Minimum Hourly Credit Rate
(Option 1) = 2 hours	7¢ per kWh
(Option 2) = 3 hours	5¢ per kWh
(Option 3) = 4 hours	3.5¢ per kWh

ENERGY EXCHANGE CUSTOMER AGREEMENT: The Customer and Company will execute an agreement for the Energy Exchange.

ADJUSTMENTS: Supplemental adjustment schedules are not applicable to this schedule unless approved by the Public Service Commission of Utah.

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42



P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 71 - Continued

SPECIAL CONDITIONS:

- 1. Metering. The Customer must have a meter provided by the Company, which is capable of recording usage intervals no less that 15 minutes. The Customer shall provide telephone line access to the meter if requested by the Company. Participation in the Energy Exchange program is subject to meter availability.
- 2. Communications Equipment. The Customer is required to pay for costs associated with any load monitoring and communications equipment necessary to participate in the Energy Exchange program. The Company will provide the Customer with access to a secured Internet web site necessary for Exchange Event notification and participation. These charges will be waived for all customers who have participated in an Exchange Event prior to October 1, 2001.
- 3. Exchange Event and Pledge Period. An Exchange Event may be for one or more consecutive hours, as determined by the Company. More than one Exchange Event may occur in one day. Pledge Period is the hours during an Exchange Event for which the Customer pledges to curtail electricity usage.
- 4. Notification. The Company is not responsible for any exchange that not been confirmed and acknowledged by the Company as an Exchange Event.
- 5. Liability. The Company is not responsible for any consequences to the participating Customer that result from an Exchange Event or the Customer's effort to reduce electricity in response to an Exchange Event.
- 6. The purchase of energy from Customers is not permitted under this program. Load from Public Utilities Regulatory Policies Act ("PURPA") qualifying facilities may not be included in this program.

(continued)



P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 71 - Continued

SPECIAL CONDITIONS: (continued)

- 7. Customers participating in this program may shift load to hours outside of any Exchange Event, but may not shift load to other facilities served by the Company or purchase replacement production from another facility served by the Company during any Exchange Event.
- 8. Third Party Management. The Company may utilize a third party to provide program management support for this schedule. The Company reserves the right to provide the Customer's energy consumption data to a third party for the purpose of managing this program.
- 9. Failure to Comply during an Exchange Event. The Company may take the following action if a Customer pledges, but does not reduce electricity usage per their curtailment pledge during an Exchange Event:
 - <u>1</u>st <u>occurrence of noncompliance</u> The Customer shall provide the Company with a written explanation for noncompliance within 21 days at the conclusion of the Exchange Event.
 - <u>2nd occurrence of noncompliance</u> The Company will limit the Customer's Baseline Service Level.
 - <u>3rd occurrence of noncompliance</u> The Company will remove the Customer from the Energy Exchange program.
- 10. Early Termination. If the Customer is terminated from this program, the Customer shall be responsible for reimbursing the Company for setup costs associated with enrolling the Customer in this program. Setup costs include, but are not limited to, labor costs associated with enrolling the Customer in this program.

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.



P.S.C.U. No. 46

UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE SCHEDULE NO. 72

STATE OF UTAH

New Wind, Geothermal and Solar Power Rider - Optional

Bulk Purchase Option

AVAILABILITY: At any point on the Company's interconnected system.

APPLICATION: To customers receiving service under Schedules 6, 6A, 6B, 9, 9A, 10, 21, 23, 23B or 25 who agree to purchase at least 1,212 blocks per year of New Wind, Geothermal or Solar Power under this schedule.

BLOCK: 1 block equals 100 kWh of New Wind, Geothermal or Solar Power. This program requires a one year commitment to purchase a minimum of 121.2 megawatt-hours (121,200 kWh or 1,212 blocks) per year.

CHARGE PER BLOCK: \$0.70 per month (\$7.00 per MWh per month)

Plus \$1500.00 per year fixed charge

CHARGE: The Charge can be billed either monthly, twice yearly or annually and shall be the number of Blocks the customer has agreed to purchase multiplied by the Charge per Block, plus the \$1,500 yearly fixed charge divided between the customer's billing choice (monthly, twice yearly or annually) and added to the customer's standard bill. The Charge is in addition to all other charges contained in Customer's applicable tariff schedule. This rider's Charge shall be applied to the Customer's billing regardless of actual energy consumption.

NEW WIND, GEOTHERMAL AND SOLAR POWER: For the purpose of this tariff, power sources include wind, geothermal and solar sources of generation placed in service on or after January 28, 2000. Bundled energy or Tradable Renewable Credits may be used to support this product.

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EFFECTIVE: April 1, 2005 **FILED**: August 27, 2004

P.S.C.U. No. 46

Original Sheet No. 72.2

ELECTRIC SERVICE SCHEDULE NO. 72 - Continued

SPECIAL CONDITIONS:

- 2. Customers may apply for this schedule anytime during the year.
- 2. The Company will not accept enrollments for accounts that have a time-payment agreement in effect or have received two or more disconnect notices or have been disconnected within the last 12 months.
- 3. New wind, geothermal, or solar power energy will be delivered within two years of when the energy was purchased by customer under this tariff. Tradable Renewable Credits will be delivered within eighteen months.

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.

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P.S.C.U. No. 46

Original Sheet No. 91

UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE SCHEDULE NO. 91

STATE OF UTAH

Surcharge To Fund Low Income Residential Lifeline Program

All monthly bills calculated in accordance with the schedules listed below shall have applied the following Monthly Surcharge.

Schedules 1, 2 & 25	\$0.12
Schedule 6, 6A & 6B	\$5.77
Schedule 7	\$0.05
Schedule 8	\$5.77
Schedule 9, 9A & 9B	\$6.25
Schedule 10	\$0.62
Schedule 11	\$0.40
Schedule 12	\$0.21
Schedule 13	\$0.21
Schedule 19	\$0.58
Schedule 21	\$6.25
Schedule 23 & 23B	\$0.27
Schedule 31	\$6.25
Schedule 33	\$6.25



UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE SCHEDULE NO. 113

STATE OF UTAH

Evaporative Cooling and Central Air Conditioning Incentive Program (Cool Cash Incentive Program)

APPLICABLE: All residential customers in all territory served by Company in the State of Utah billed on Schedules 1, 2, 3 and 25.

PURPOSE: Reduce summer peak loads by encouraging installation of evaporative cooling and high efficiency central (also known as unitary) air conditioning equipment, installation of thermal expansion valves and correct unit sizing for central air conditioning equipment.

DESCRIPTION: Customer must purchase qualifying central air conditioning equipment and installation services from participating Cool Cash Incentive dealer. Qualifying evaporative cooling equipment may be purchased from any source the customer prefers. Customer may install the evaporative cooling equipment and need not purchase installation services for the equipment to qualify. Company will provide incentives listed in Table 1A for qualifying evaporative equipment and central air conditioning equipment installed and equipped with a thermal expansion valve.

QUALIFYING EQUIPMENT: Qualifying equipment is listed in Table 1A. Replacement and New evaporative cooling equipment must have a minimum Industry Standard Rating of 2500 CFM. Premium evaporative equipment must be an indirect, indirect/direct, or single-inlet direct evaporative system that delivers cooling through a whole-house distribution system. For the purposes of the program, a whole-house distribution system will be defined as a ducted system with a point of delivery, or register, in each occupied room within a dwelling. Customers installing a new whole-house distribution system with a non-premium evaporative cooler will qualify under the New Evaporative equipment incentive tier.

(continued)



ELECTRIC SERVICE SCHEDULE NO. 113 - Continued

QUALIFYING EQUIPMENT: (continued)

12 - 12.9 SEER

13+ SEER

Central air conditioning (CAC) equipment must be an air-source split or packaged unitary air-conditioner with an Air-Conditioning and Refrigeration Institute (ARI) Standard Rating Cooling Capacity of 65,000 Btu/hr (5.4 tons) or less.

Split-system central air conditioning equipment must include a matched condensing unit and evaporative coil with an overall efficiency rating as determined by ARI Standard 210/240.

Central air conditioning equipment will have an optional sizing incentive. To qualify for the sizing incentives identified in Table 1A, the central air condition must match the calculated cooling load of the residence where it is installed. The cooling load calculation must be based on methodology in Air Conditioning Contractors of America (ACCA) Manual J and the mandatory cooling load calculation assumptions provided in the Cool Cash Incentive program manual for participating dealers. Installed equipment is considered properly sized when its Standard Capacity Rating as reported in the current ARI Directory of Unitary Equipment is within one-half ton (6,000 Btu/hr) of the calculated cooling load.

Qualifying central air conditioning equipment must contain either a factory or field installed thermal expansion valve.

INCENTIVES: Customer incentives are listed in Table 1A and are effective for qualifying equipment fully installed at the customer site by the 2004 Application Deadline. For CAC equipment, \$100 of the customer incentive and all of the dealer incentive will be contingent upon installing a properly sized unit.

Customer Customer Dealer **Equipment Type Equipment** Sizing Incentive 1 Incentive Incentive Replacement Evaporative \$100 NA \$25 New Evaporative \$300 NA \$50 Premium Whole-House Evaporative \$500 NA \$50

Table 1A. 2004 Program Incentive Levels

(continued)

\$150

\$250

\$100

\$100

\$25

\$50

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42

Dealer incentives for central AC equipment require installation of properly sized equipment.



ELECTRIC SERVICE SCHEDULE NO. 113 - Continued

PROVISIONS OF SERVICE: Incentives paid to customers, including those paid under the 2003 Cool Cash Incentive Program, are limited to one per qualifying household per equipment type. Customers may apply for one evaporative equipment incentive and one central air conditioning equipment incentive, but not two of the same equipment type.

To be eligible for incentives, customer must completely fill out, sign and submit the customer application form with required back-up documentation by the 2004 Application Deadline.

The 2004 Application Deadline will be determined by the Company, posted on the program web site, and communicated to Cool Cash Incentive Participating Dealers with a minimum 30 days notice. Number of applications received by Company and type of equipment installed will be factors in determining the 2004 Application Deadline. In no event, will the 2004 Application Deadline be later than December 31, 2004.

(d) Qualifying equipment receiving incentives under the Cool Cash Incentive program may not receive equipment purchase and installation incentives under other Company programs.

Company or its agents reserves the right to inspect and/or install temporary air conditioning monitoring equipment on any installation of qualifying equipment at any time up to 24 months after installation for quality control of the application or program performance evaluations.

Cool Cash Incentive participating dealers are required to sign and abide by the terms of dealer participation agreement.



P.S.C.U. No. 46

UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE SCHEDULE NO. 114

STATE OF UTAH

Air Conditioner Direct Load Control Program (A/C-DLC) (Cool Keeper Program)

APPLICABLE: This tariff is applicable to participating customers who are located in the Control Signal Area.

ELIGIBLE: Residential customers served by Company in the State of Utah under Schedules 1, 2, 3 and 25 (Residential Customers) located within the Control Signal Area.

All small commercial customers served by Company in the State of Utah under Schedule 23 (Commercial Customers) located within the Control Signal Area.

PURPOSE: To control residential and small commercial summer peak loads through a Company-dispatched Direct Load Control System (System) owned and installed by a Company appointed contractor (Contractor). The System consists of individual Direct Load Control Units (Units) installed on or near the customer's permanently affixed central air conditioner.

DESCRIPTION: Company payments to the Contractor are based on connected and operable Units providing load relief. Load relief is based on metered data as part of an ongoing measurement and verification process.

Company will operate the System based on its need to control load. For any individual Customer, the System may be operated to control load no more than four hours per weekday, (between the hours of 2:00 p.m. until 8:00 p.m.) but will not be operated on weekends and holidays.

Load Control will have the effect of cycling the air conditioning unit at 50% of its Natural Duty Cycle or at 50% of its default setting. Each Load Control operation constitutes a 'Dispatch Event'. 'Dispatch Events' may occur in one four-hour contiguous block or may occur more than once per day per customer. Company will, at its discretion, execute 'Dispatch Events' to optimize distribution assets.

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42

P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 114 - Continued

DESCRIPTION: (continued)

The System may be operated on consecutive days, but will not be operated to control a Customer's load for more than a total of 100 hours during the summer peak period (June 1 through August 31).

CUSTOMER PARTICIPATION: Customer participation is voluntary and is limited to qualifying customers within the Control Signal Area. Customer participation is initiated by contact with the Cool Keeper Call Center. This Call Center is operated by the Contractor. A 'Participant' is defined as an eligible Utah Power customer who indicated their intentions to participate in the Program, who has a 'control switch' physically installed to their A/C unit and is fully readied to receive 'Dispatch Events'.

During the summer peak period participating customers may request to opt-out of no more than two (2) 'Dispatch Events' by contacting the Cool Keeper Call Center. Customers contacting the call center will be advised if a 'Dispatch Event' is operating and therefore if they are being charged with an 'opt-out' event. Opting out on a third 'Dispatch Event' will result in the Customer discontinuing Program participation. Participating Customers may also discontinue Program participation by notifying the Cool Keeper Call Center.

Participating customers are considered Program participants for the duration of the Program. Future changes to the incentive schedule which result in a reduction in the level of the incentive will be noticed to customers, who will be asked to confirm their continued intent to participate in the program. When the incentive schedule remains at the same level or is increased, Customers will not be asked to confirm continuing participation.

CONTROL SIGNAL AREA: The area along Utah's 'Wasatch Front' bordered by the following coordinates

West East side of the Oquirrh mountain range and Tooele

East West side of the Wasatch mountain range South Elberta, Utah north (including Elberta)

North Pleasant View, Utah south (including Pleasant View)

This area will be expanded as the contractor develops enhancements to the Control Signal Area infrastructure.

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42

P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 114 - Continued

QUALIFYING EQUIPMENT: Eligible Residential Customer equipment for Unit installation: Air source split or packaged air conditioner or heat pump with an Air Conditioning & Refrigeration Institute (ARI) standard rating cooling capacity $\le 65,000$ Btu per hr (5.4 tons). Eligible Small Commercial Customer equipment for Unit installation: (a) Air source split or packaged air conditioner or heat pump, with an ARI standard rating cooling capacity > 65,000 Btu per hr (5.4 tons) and $\le 90,000$ Btu per hr (7.5 tons); (b) Air source split or packaged air conditioner with an ARI standard rating cooling capacity $\le 65,000$ Btu per hr (5.4 tons).

All participants' air conditioning equipment must comply with National Electric Code (NEC) standards. Equipment must also be fully operational. Participants residing in rental units must obtain the express permission of the owner of the air conditioning system before signing up for the Program.

INCENTIVES:

	Incentive Compensation Residential	Incentive Compensation Small Commercial	Incentive Compensation Small Commercial	
Participation Type	Customer	Customer (a)	Customer (b)	
Full participation for the	\$20	\$40	\$20	
full three months (1 June				
through 31 August)				
Customer participants who	\$0	\$0	\$0	
discontinue before 31				
August				
Customer participants who	Installed in June \$15	Installed in June \$30	Installed in June \$15	
sign up during the Summer	Installed in July \$10	Installed in July \$20	Installed in July \$10	
peak season (June, July,	Installed in August	Installed in August	Installed in August \$5	
August)	\$5	\$10		

a) Capacity >65,000 Btu per hr (5.4 tons) and ≤90,000 Btu per hr (7.5 tons)

The amount or structure of the incentive is subject to change in each of the Program years. The incentives listed in this tariff are for the summer 2004 cooling season June 1, 2004 to August 31, 2004. Any proposed Incentive changes for the period June 1 each year will be filed with the Commission for approval.

(continued)

b) Capacity $\leq 65,000$ Btu per hr (5.4 tons)



P.S.C.U. No. 46

Original Sheet No. 114.4

ELECTRIC SERVICE SCHEDULE NO. 114 - Continued

PROVISIONS OF SERVICE: Incentives are limited to one per controlled Central Air Conditioner. If the Customer has more than one central air conditioner, they may participate in the Program, however all air conditioners must be subject to load control Units. Pro-rated incentives are calculated based on weekdays only, excluding holidays. Incentives will be issued as a credit to the Customer's November bill. Customers who qualified for the incentive, but are no longer customers of the Company, will receive a check in lieu of a bill credit.

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.



UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE SCHEDULE NO. 115

STATE OF UTAH

Commercial and Industrial Energy Efficiency Incentives Optional for Qualifying Customers

PURPOSE: Service under this Schedule is intended to maximize the efficient utilization of the electricity requirements of new and existing loads in Commercial Buildings and Industrial Facilities through the installation of Energy Efficiency Measures.

APPLICABLE: To service under the Company's General Service Schedules 6, 6A, 6B, 9, 9A, 10, 12, 21, 23 and 23B in all territory served by the Company in the State of Utah. This Schedule is applicable to new and existing Commercial Buildings and Industrial Facilities, and traffic signals.

DEFINITIONS:

Commercial Building: A structure that is served by Company and meets the applicability requirements of this tariff at the time an Energy Efficiency Incentive Agreement is executed which does not meet the definition of an Industrial Facility.

Customer: Any party who has applied for, been accepted and receives service at the real property.

Incentive: Payments of money made by Company to Owner or Customer for installation of an Energy Efficiency Measure pursuant to an executed Energy Efficiency Incentive Agreement.

(continued)



P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 115 - Continued

DEFINITIONS: (continued)

Incentive Agreement: An agreement between Owner or Customer and Company providing for Company to furnish Energy Efficiency Incentives with respect to Energy Efficiency Measures pursuant to this Tariff Schedule.

Energy Efficiency Measure (EEM): A permanently installed measure which can improve the efficiency of the Customer's electric energy use.

Energy Efficiency Measure (EEM) Cost:

New Construction/major renovation: EEM Cost is the total installed cost of energy efficiency equipment or system minus the cost of the code compliance/common practice equipment or system.

Retrofit: EEM Cost is the total installed cost of the energy efficiency equipment or modification.

In the case of both new construction/major renovation and retrofits, EEM Costs shall mean the Owner or Customer's reasonable costs incurred (net of any discounts, rebates or incentives other than Energy Efficiency Incentives from the Company, or other consideration that reduces the final actual EEM Cost incurred by the Owner or Customer) to purchase and install EEMs at the Owner's or Customer's facility. If the owner or customer installs the EEM then the cost of installation shall be equal to the Owner's or Customer's actual labor costs for such installation.

Energy Efficiency Project: One or more EEM(s) covered by one Energy Efficiency Incentive Agreement.

Industrial Facility: Buildings and process equipment associated with manufacturing.

Mixed Use: Buildings with mixed commercial and residential use shall be considered Commercial Buildings under this Schedule provided at least 50% of the square footage is designated for commercial use <u>and</u> the commercial space is served under a Company General Service Schedule specified in this Schedule under **Applicable.**

(continued)



P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 115 - Continued

DEFINITIONS: (continued)

New construction/major renovation: Energy Efficiency Projects involving professional design services, review by code authorities, and installation or substantial replacement of two or more energy using systems.

Owner: The person who has both legal and beneficial title to the real property, and is the mortgager under a duly recorded mortgage of real property, the trustor under a duly recorded deed of trust.

Retrofit: Changes, modifications or additions to existing facility systems or equipment that do not involve complete removal and replacement with new systems or equipment.

INCENTIVE FOR ENERGY EFFICIENT MEASURES: The Company will provide Energy Efficiency Incentives per the Provisions of Service to participating Owners or Customers who have installed EEMs listed in the tables in this schedule or are eligible for an Energy Efficiency Incentive per the formula listed below.

Energy Efficiency Projects are eligible for Energy Efficiency Incentives provided the simple payback (based on electricity cost savings) before incentives is one year or more. EEMs with simple paybacks before incentives of less than one year are eligible for Energy Efficiency Incentives provided the Energy Efficiency Project has a simple payback before incentives of one year or more. Energy Efficiency Incentives will not be available to reduce the simple payback of an Energy Efficiency Project below one year. If required, individual EEM Energy Efficiency Incentives will be adjusted downward pro-rata so the Energy Efficiency Project has a simple payback after incentives of one year or more.

EEMs not listed in the incentive tables may be eligible for Energy Efficiency Incentives. Electric savings resulting from lighting interaction with mechanical equipment will not be eligible for an Energy Efficiency Incentive. The Company will complete an analysis of the EEM Cost and electric energy savings and determine at its sole option whether to offer an Energy Efficiency Incentive and the Energy Efficiency Incentive amount. Energy Efficiency Incentives for such EEMs will be the <u>lesser of</u> (a) the product of multiplying the Company's estimate of annual energy savings by \$0.08/kWh; or (b) 35% of the EEM Cost as verified by the Company.

(continued)

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P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 115 - Continued

INCENTIVE FOR ENERGY EFFICIENT MEASURES: (continued)

For existing fixtures, the baseline for all fluorescent lighting Energy Efficiency Measures not listed in incentive Table 1 will be the energy efficient magnetic ballast and energy saving lamp combination as listed in the lighting table available on the Utah energy efficiency program section of the Company web site.

Except for motors and mechanical energy efficiency measures listed in tables 2 and 3, EEM Energy Efficiency Incentives shall not exceed 50% of the EEM Cost.

All EEM Costs are subject to Company review and approval prior to offering an Energy Efficiency Incentive Agreement. All final EEM Costs are subject to Company review and approval prior to paying an Energy Efficiency Incentive per the terms of the Energy Efficiency Incentive Agreement. Company review and approval of EEM Costs may require additional documentation from the Customer or Owner.

The Owner or Customer may receive only one financial incentive from the Company per EEM. Financial incentives include Energy Efficiency Incentive payments and Self-Direction Credits.

PROVISIONS OF SERVICE:

(1) Company may elect to offer EEM incentives through different channels and at different points in the sales process other than individual Energy Efficiency Incentive Agreement(s) prior to EEM purchase. The differences will depend on EEM and will be consistent for all EEMs of similar type. Incentive requirements by EEM type and other terms and conditions will be available on the Utah energy efficiency program section of the Company's web site. Changes in incentive requirements and/or terms and conditions may be changed by the Company with at least 60 days notice on the Utah energy efficiency program section of the Company's web site. Customer/Owner has the option to receive a signed Energy Efficiency Incentive Agreement direct from the Company prior to purchase of eligible EEMs.

(continued)

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P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 115 - Continued

PROVISIONS OF SERVICE: (continued)

- (2) Company will employ a variety of quality assurance techniques during the delivery of the program. They will differ by EEM and may include pre and post installation inspections, phone surveys, confirmation of customer and equipment eligibility.
- (3) Company may verify or evaluate the energy savings of installed EEMs. This verification may include a telephone survey, site visit, review of plant operation characteristics, and pre- and post-installation of monitoring equipment and as necessary to quantify actual energy savings.

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.

(continued)

P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 115 - Continued

	Table 1 - Lighting Energy Efficiency Measures			
Category	Replace	with		
Fluorescent Fixture Upgrade to Standard T8 Fixtures [Standard T8	4'-1 or 2 T12 lamp(s) + 1 magnetic ballast (MB)	4'-1 or 2 T8 lamps+1EB	\$5	
lamps and electronic ballasts (EB)	4'-3 or 4 T 12 lamp(s) + MB(s)	4'- 3 or 4 T8 lamps+1EB	\$10	
with ballast factor (BF) ≤ 0.85]	8'-1,2,3 or 4 T12 lamps + MB(s)	8'- 1,2,3 or 4 T8 lamps +1EB	\$10	
	8'-1,2,3 or 4 T12/HO/VHO lamps + MB(s)	8'- 1,2,3, or 4 T8/HO/VHO lamps +EB (maximum of 2 EB)	\$15	
Fluorescent Fixture Upgrade to 4' Premium T8 Fixtures [Lamps with	4' - 1 or 2 T12 lamp(s) + MB or standard T8 lamp(s) + EB	4' -1 or 2 Premium T8 lamp(s) + EB	\$10	
initial lumens ≥3100 or wattage ≤30 W; electronic ballasts with BF	4' - 3 or 4 T12 lamps + MB or standard T8 lamps + EB	4' -3 or 4 Premium T8 lamps + EB	\$15	
≤0.8]	8' - 1 or 2 T12 lamp(s) + energy efficient magnetic ballast (MB)	4' - 2 or 4 Premium T8 lamps + EB	\$20	
Fluorescent Delamping and Standard T8 Fixture Upgrade	4'-2 T12 lamps + 1 MB	1 Standard T8 lamp + 1EB	\$10	
[Standard T8 lamps and electronic ballasts (EB) with BF < 0.85 -	4'-3 T12 lamps + 2 MB	2 or 1 Standard T8 lamp + 1EB	\$15	
Fixture removal is not eligible]	4'-4 T12 lamps + 2 MB	3 Standard T8 lamps + 1EB	\$15	
	4'-4 T12 lamps + 2 MB	2 or 1 Standard T8 lamp + 1EB	\$25	
Fluorescent Delamping and	4'-2 T12 lamps + 1 MB	1-Premium T8 lamp + 1EB	\$15	
Premium T8 Fixture Upgrade [Lamps with initial lumens	4'-3 T12 lamps + 2 MB	2 or 1-Premium T8 lamp + 1EB	\$20	
≥3100 or wattage ≤30 W;	4'-4 T12 lamps + 2 MB	3-Premium T8 lamps + 1EB	\$20	
electronic ballasts with BF ≤0.8. Fixture removal is not eligible]	4'-4 T12 lamps + 2 MB	2 or 1-Premium T8 lamp + 1EB	\$30	
Compact Fluorescent Lighting	Incandescent	<10W (nominal) CFL hardwire fixture	\$10	
(CFL)	Incandescent	≥10W, < 20W (nominal) CFL hardwire fixture	\$15	
	Incandescent	≥20W (nominal) CFL hardwire fixture	\$20	
	Incandescent	<40W two-piece screw-in CFL	\$5	
	Incandescent	Single-piece screw in CFL (all wattages)	\$4	
T5 Fluorescent Fixture Upgrade	≥ 400 W MH, MV, or HPS	High Bay T5HO 4 or 6 lamp with electronic ballast	\$75	
	4'1,2, or 3 T12 lamps + magnetic ballast(s)	T5 interior fixtures – 1,2,or 3 T5 lamps & 1EB	\$20	

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P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 115 - Continued

	Table 1 - Lighting Energy Efficiency Measures continued			
Category	Replace	with		
High Intensity Discharges (HID) Upgrades	$>100W$ and $\leq 250W$ MH, MV, or HPS; $\leq 500W$ incandescent	>125W and ≤175W Pulse Start MH	\$60	
Based on lamp wattages	>250 W and ≤ 400 W MH, MV, or HPS	>175W and <320W Pulse Start MH	\$80	
	> 400W MH, MV, or HPS	>320W and ≤400W Pulse Start MH	\$100	
	\geq 250 W & < 400 W MH, MV, or HPS	4' - 4 Standard or Premium T8 fixture	\$50	
	\geq 400 W MH, MV, or HPS	4' - 6 Standard or Premium T8 fixture	\$50	
Exit Signs	Incandescent or fluorescent exit signs	Light Emitting Diode (LED) or Electro luminescent (EL) Exit Sign – 1 or 2 faced	\$15	
Lighting Controls	Wall switch or no control	Wall or Ceiling Mounted Occupancy Sensor (per sensor)	\$30	
	No control	Integral occupancy sensor	\$25	
	No control	Photocell (per sensor)	\$20	
	No control	Time clock (per control)	\$20	
Traffic light upgrades	Incandescent	LED Red Ball or Green Ball	\$40	
	Incandescent	LED Red and Green Ball	\$90	
	Incandescent	LED Red, Yellow and Green Ball	\$120	
	Incandescent	LED Red Arrow (12" or 8")	\$30	
	Incandescent	LED Don't Walk	\$50	
	Incandescent	LED Cross Walk	\$20	

Notes for Table 1:

- 1 Incentives are capped at 50 percent of EEM Costs.
- 2 2' U-tube lamps may be substituted for 4' linear fluorescent lamps in the above table
- 3 For retrofits of existing equipment, lighting incentives will be paid on a one-for-one equipment replacement basis. If fixture counts are changing, the project will be considered under the approach for measures not listed (see page 3).
- 4 The total connected interior lighting power for new construction must be 10 percent lower than the interior lighting power allowance calculated under the Utah Uniform Building Standard Act Rules, Rule R156-56-701 and R156-56-710. The date of the building permit application shall establish the current version of the Code.
- 5 Incentives for the following equipment types are not available for new construction projects
 - * Standard T8 fixtures
 - * Fixture de-lamping
 - * LED Exit signs
 - * One or two piece screw-in CFL fixtures
 - * Lighting controls required under the Utah Uniform Building Standard Act Rules, Rule R156-56-701 and R156-56-710. The date of the building permit application shall establish the current version of the Code.

(continued)

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EFFECTIVE: April 1, 2005



ELECTRIC SERVICE SCHEDULE NO. 115 - Continued

Table 2 - NEMA Premium Efficiency Motors

		Nominal Full Load Efficiencies (%)					
		1200 RPMs		1800 RPMs		3600 RPMs	
Horsepower	Customer Incentive (\$/motor)	Open Drip- Proof (ODP)	Totally Enclosed Fan-Cooled (TEFC)	Open Drip- Proof (ODP)	Totally Enclosed Fan-Cooled (TEFC)	Open Drip- Proof (ODP)	Totally Enclosed Fan-Cooled (TEFC)
1	\$45	82.5	82.5	85.5	85.5	77.0	77.0
1.5	\$45	86.5	87.5	86.5	86.5	84.0	84.0
2	\$54	87.5	88.5	86.5	86.5	85.5	85.5
3	\$54	88.5	89.5	89.5	89.5	85.5	86.5
5	\$54	89.5	89.5	89.5	89.5	86.5	88.5
7.5	\$81	90.2	91.0	91.0	91.7	88.5	89.5
10	\$90	91.7	91.0	91.7	91.7	89.5	90.2
15	\$104	91.7	91.7	93.0	92.4	90.2	91.0
20	\$113	92.4	91.7	93.0	93.0	91.0	91.0
25	\$117	93.0	93.0	93.6	93.6	91.7	91.7
30	\$135	93.6	93.0	94.1	93.6	91.7	91.7
40	\$162	94.1	94.1	94.1	94.1	92.4	92.4
50	\$198	94.1	94.1	94.5	94.5	93.0	93.0
60	\$234	94.5	94.5	95.0	95.0	93.6	93.6
75	\$270	94.5	94.5	95.0	95.4	93.6	93.6
100	\$360	95.0	95.0	95.4	95.4	93.6	94.1
125	\$540	95.0	95.0	95.4	95.4	94.1	95.0
150	\$630	95.4	95.8	95.8	95.8	94.1	95.0
200	\$630	95.4	95.8	95.8	96.2	95.0	95.4

Notes for Table 2:

- 1) Motors larger than 200 horsepower are not a listed measure and may be eligible under the approach for measures not listed (see page 3).
- 2) The NEMA Premium efficiency ratings listed are nominal full-load efficiency ratings. Motors that meet or exceed these efficiency requirements may qualify for an incentive.

(continued)

P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 115 - Continued

	Table 3 – Mechanical Energy Efficiency Measures					
Equipment Type	Size Category	Sub-Category	Minimum Efficiency Requirement	Customer Incentive (\$/ton)		
Unitary Commercial	< 65,000 Btu/hr	Split System and Single Package	13.0 SEER	\$50		
Air Conditioners,	≥ 65,000 Btu/hr and <	Split System and Single Package	11.0 EER	\$50		
Air Cooled	135,000 Btu/hr		11.4 IPLV			
(Cooling Mode)	\geq 135,000 Btu/hr and \leq	Split System and Single Package	10.8 EER	\$50		
	240,000 Btu/hr		11.2 IPLV			
	> 240,000 Btu/hr	Split System and Single Package	10.0 EER 10.4 IPLV	\$50		
Unitary Commercial Air Conditioners, Water and Evaporatively Cooled	all	Split System and Single Package	14.0 EER	\$50		
Package Terminal Air Conditioners (PTAC)	≤ 8,000 Btu/hr	Single Package	11.8 EER 3.3 COP Heating	\$50		
(Heating & Cooling Mode)	> 8,000 and < 10,500 Btu/hr	Single Package	11.4 EER 3.2 COP Heating	\$50		
	$\geq 10,500$ and $\leq 13,500$ Btu/hr	Single Package	10.7 EER 3.1 COP Heating	\$50		
	> 13,500 Btu/hr	Single Package	10.0 EER 3.0 COP Heating	\$50		
Heat Pumps,	< 65,000 Btu/hr	Split System and Single Package	13.0 SEER	\$50		
Air Cooled (Cooling Mode)	≥ 65,000 Btu/hr and < 135,000 Btu/hr	Split System and Single Package	11.0 EER 11.4 IPLV	\$50		
	\geq 135,000 Btu/hr and \leq 240,000 Btu/hr	Split System and Single Package	10.8 EER 11.2 IPLV	\$50		
	> 240,000 Btu/hr	Split System and Single Package	10.0 EER 10.4 IPLV	\$50		
Heat Pumps,	< 65,000 Btu/hr	Split System	8.0 HSPF	See note 3 below		
Air Cooled		Single Package	7.5 HSPF	See note 3 below		
(Heating Mode)	> 65.000 Btu/hr and <	47°F. db /43°F. wb Outdoor Air		See note 3 below		
	135,000 Btu/hr	17°F. db /15°F. wb Outdoor Air		See note 3 below		
	≥ 135,000 Btu/hr	47°F. db /43°F. wb Outdoor Air		See note 3 below		
	,	17°F. db /15°F. wb Outdoor Air		See note 3 below		
Heat Pumps, Water Source (Cooling Mode)	< 135,000 Btu/hr	85°F. Entering water	14.0 EER	\$50		
Heat Pumps, Water Source (Heating Mode)	< 135,000 Btu/hr	70°F. Entering water	4.6 COP	See note 3 below		

(Continued)

EFFECTIVE: April 1, 2005

P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 115 - Continued

Table 3 – Mechanical Energy Efficiency Measures - Continued

Equipment Type	Size Category	Sub-Category	Minimum Efficiency Requirement	Customer Incentive
Evaporative Cooling	< 25,000 CFM	Direct or Indirect	Industry Standard Rating (ISR) CFM	\$0.02/ISR CFM
Programmable Thermostats	Non-programmable thermostat for air conditioner Non-programmable thermostat for air conditioner	Programmable thermostat for air conditioner Optimizer programmable thermostat for heat pumps or all electric		\$50/thermostat \$70/thermostat
Beverage or refrigerated display machine occupancy sensor	No occupancy sensor control	Beverage vending or refrigerated display machine occupancy sensor		\$75/sensor

Notes for Table 3:

- 1) For retrofits of existing equipment, incentives are for one-for-one same size equipment replacements. Exception: PTACs can replace electric resistive heating, which must be removed.
- 2) Equipment that meets or exceeds the efficiency requirements listed in the above table may qualify for an incentive.
- 3) Incentives for heat pumps are \$50 per ton of cooling capacity ONLY. No incentives are paid per ton of heating capacity. Heat Pumps must meet both the cooling mode and heating mode efficiency requirements to qualify for per ton cooling efficiency incentives.
- 4) **SEER** = Seasonal Energy Efficiency Ratio **EER** = Energy Efficiency Ratio **COP** = Coefficient of Performance **HSPF** = Heating Seasonal Performance Factor **IPLV** = Integrated Part Load Value

P.S.C.U. No. 46

UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE SCHEDULE NO. 117

STATE OF UTAH

Residential Refrigerator Recycling Program

PURPOSE: Service under this tariff is intended to decrease residential refrigeration loads through the removal and recycling of inefficient models.

APPLICABLE: To existing residential customers in all territory served by the Company in the State of Utah billed on Schedules 1, 2, 3 and 25. Landlords who own appliances in rental properties served by the company in the State of Utah where the tenant is billed under Schedules 1,2,3 and 25 also qualify for this program. This tariff will expire August 1, 2005.

CUSTOMER PARTICIPATION: Customer participation is voluntary and is initiated by contacting a specified toll-free telephone number or website.

DESCRIPTION: Customers receive a \$40 incentive to discontinue use of their working second refrigerators and/or freezers or to replace their working primary refrigerators and freezers with new more energy efficient models. To qualify for the incentive customers must give up their appliances for recycling. Appliances will be collected and recycled to ensure they are not resold on the secondary market. Company will offer a packet with written energy efficiency information, one Energy Star certified compact fluorescent bulb and one refrigerator/freezer thermometer.

QUALIFYING EQUIPMENT: Working refrigerators and freezers that are a minimum of 10 cubic feet in size.

PROVISIONS OF SERVICE: Incentives will be available on a maximum of two appliances per qualifying household. Incentive checks will be mailed within 30 days of the appliance collection date.

(continued)

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P.S.C.U. No. 46

Original Sheet No. 117.2

ELECTRIC SERVICE SCHEDULE NO. 117 - Continued

PROVISIONS OF SERVICE: (continued)

Incentives are also available to landlords that own the appliances used in rental properties in Utah Power's Utah service territory where their tenant is billed on a residential schedule. Landlords may receive incentives on a maximum of two appliances per unit.

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.

P.S.C.U. No. 46

UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE SCHEDULE NO. 125

STATE OF UTAH

Commercial & Industrial Energy Services Optional for Qualifying Customers

PURPOSE: Service under this schedule is intended to maximize the efficient utilization of the electricity requirements of new and existing loads in Commercial and Industrial Facilities by promoting the installation of Energy Efficiency Measures.

APPLICABLE: To service under the Company's General Service Schedules 6, 6A, 6B, 9, 9A, 10, 21, 23 and 23B in all territory served by the Company in the State of Utah. This Schedule is not applicable to existing Commercial Buildings under 20,000 square feet. This schedule is applicable to dairy barns served on the Company's residential rate schedules. Square footage is the total Building or Facility area served by the Company's meter(s).

DEFINITIONS:

Annual kWh Savings: The annual kilowatt-hour (kWh) savings resulting from installation of the Energy Efficiency Measures, as estimated by Company using engineering analysis.

(continued)



P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 125 - Continued

DEFINITIONS: (continued)

Average Monthly On Peak kW Savings: The Average Monthly On Peak kilowatt (kW) savings resulting from the installation of Energy Efficiency Measures as estimated by Company using engineering analysis as described below:

Average Monthly On Peak kW Savings = (baseline average monthly On Peak kW - proposed average monthly On Peak kW), where;

- ⇒ Average monthly On Peak kW = sum of the 12 Monthly Maximum On Peak kW/12, where;
- ⇒ Monthly Maximum On Peak kW = highest of all 15 minute average kW (as determined below) for On Peak hours. On Peak hours are those hours specified in the electric service schedule under which the customer receives electric service.
- \Rightarrow 15 minute average kW = sum of kWh used over 0.25 hrs/0.25 hrs

Baseline Level:

Baseline Adjustments: Company may adjust baseline electric energy consumption during engineering analysis to reflect energy codes, standard practice, changes in capacity, changes in production or equipment at the end of its useful life. For existing fixtures, baseline for all fluorescent lighting Energy Efficiency Measures in all facilities shall be the energy efficiency magnetic ballast and energy savings lamp combination listed in the lighting table available on the Utah energy efficiency program section of the Company web site.

(continued)

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P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 125 - Continued

DEFINITIONS: (continued)

Commercial Building: A structure that is served by Company and meets the applicability requirements of this tariff at the time an Energy Efficiency Incentive Agreement is executed which does not meet the definition of an Industrial Facility.

Commissioning: The process of verifying and documenting that the performance of electric energy using systems meets the design intent and Owner's operational requirement.

Customer: Any party who has applied for, been accepted and receives service at the real property.

Energy Efficiency Incentive: Payment of money made by Company to Owner or Customer for installation of Energy Efficiency Measures pursuant to an executed Energy Efficiency Incentive Agreement.

Energy Efficiency Incentive Agreement: An agreement between Owner or Customer and Company providing for Company to furnish Energy Efficiency Incentive with respect to Energy Efficiency Measures pursuant to this tariff Schedule.

(continued)

P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 125 - Continued

DEFINITIONS: (continued)

Energy Efficiency Measure (EEM): Permanently installed measure specified in an Energy Efficiency Incentive Agreement which can improve the efficiency of the Customer's electric energy use. EEMs designed to primarily reduce Average Monthly On Peak kW must also reduce electric energy use to be eligible for Energy Efficiency Incentives.

Energy Efficiency Measure (EEM) Cost:

New construction/major renovation: EEM Cost is the total installed cost of energy efficiency equipment or system minus the cost of the code compliance/common practice equipment or system.

Retrofit: EEM Cost is the total installed cost of the energy efficiency equipment or modification.

In the case of both new construction/major renovation and retrofits, EEM Costs shall mean the Owner or Customer's reasonable costs incurred (net of any discounts, rebates or incentives other than Energy Efficiency Incentives from the Company, or other consideration that reduces the final actual EEM Cost incurred by the Owner or Customer) to purchase and install EEMs at the Owner or Customer's facility. If the Owner or Customer installs the EEM then the cost of installation shall be equal to the Owner's or Customer's actual labor costs for such installation.

Energy Efficiency Project: One or more EEM(s) covered by one Energy Efficiency Incentive Agreement.

and **Industrial Facility:** Buildings equipment associated with process manufacturing.

Mixed Use: Buildings with mixed commercial and residential use shall be considered Commercial Buildings under this Schedule provided at least 50% of the square footage is designated for commercial use and the commercial space is served under a Company General Service Schedule specified in this Schedule under Applicable.

(continued)

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P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 125 - Continued

DEFINITIONS: (continued)

New Construction/Major Renovation: Energy Efficiency Projects involving professional design services, review by code authorities, and installation or substantial replacement of two or more energy using systems.

Owner: The person who has both legal and beneficial title to the real property specified in an Energy Efficiency Incentive Agreement or Energy Services Agreement who is the mortgagor under a duly recorded mortgage or the grantor under a duly recorded deed of trust or a purchaser under a duly recorded agreement with respect to such real property.

Retrofit: Changes, modifications or additions to existing facility systems or equipment that do not involve complete removal and replacement with new systems or equipment.

Supplemental Services Agreement: An agreement between Owner or Customer and Company providing for Company to furnish Supplemental Services with respect to Supplemental Services section of this Tariff Schedule.

INCENTIVES FOR EEMS:

Energy Efficiency Incentives: Energy Efficiency Incentives made by the Company for installation of EEMs pursuant to an Energy Efficiency Incentive Agreement shall be the **lesser** of the sum of (a) and (b) **OR** (c):

- (a) \$0.12/kWh for the Annual kWh savings as determined using Company provided or approved engineering analysis;
- (b) \$50/kW for Average Monthly On Peak kW savings determined using Company provided or approved engineering analysis.
- (c) 50% of the EEM Cost as determined by the Company.

Energy Efficiency Projects are eligible for Energy Efficiency Incentives provided the simple payback (based on electricity cost savings) before incentives is one year or more. EEMs with simple paybacks before incentives of less than one year are eligible for Energy Efficiency Incentives provided the Energy Efficiency Project has a simple payback before incentives of one year or more. Energy Efficiency Incentives will not be available to reduce the simple payback of an Energy Efficiency Project below one year. If required, individual EEM Energy Efficiency Incentives will be adjusted downward pro-rata so the Energy Efficiency Project has a simple payback after incentives of one year or more.

(continued)

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P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 125 - Continued

INCENTIVES FOR EEMS: (continued)

All proposed Energy Efficiency Measure costs are subject to Company review and approval prior to offering an Energy Efficiency Incentive Agreement. All final Energy Efficiency Measure costs are subject to Company review and approval prior to paying an Energy Efficiency Incentive per the terms of an Energy Efficiency Incentive Agreement. Company review and approval of Energy Efficiency Measure costs may require additional documentation from the Customer or Owner.

To qualify for Energy Efficiency Incentives, a maximum of 50% of the annual kWh savings resulting from installation of EEMs specified in an Energy Efficiency Incentive Agreement can result from lighting. For the purposes of calculating maximum annual electric savings resulting from lighting, electric savings resulting from lighting interaction with mechanical equipment and from lighting controls will be considered to be lighting savings.

To qualify for incentives, new commercial buildings and renovation projects required to comply with current Utah energy codes must reduce the proposed baseline electric energy consumption by at least 10% on a whole building basis when compared to current Utah energy code. The date of the building permit application shall establish the current version of the code.

The Customer or Owner may receive only one financial incentive from the Company per EEM. Financial incentives include Energy Efficiency Incentive payments and Self-Direction Credits.

PROVISIONS OF SERVICE:

(1) **Energy Analysis**

Company shall meet with Customer or Owner and any design team and may perform an initial site visit/plans review to determine what EEMs may be appropriate for an energy analysis.

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42



P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 125 - Continued

PROVISIONS OF SERVICE: (continued)

(2) Supplemental Services

Company may offer Supplemental Services beyond those described elsewhere in this Tariff Schedule through a Supplemental Services Agreement. Supplemental services shall include, but are not limited to: detailed design, life cycle costs calculations or compliance documentation for green or high performance building standards. Company will negotiate the amount and terms of the supplemental services on a project specific basis and may require any or all of the following: installation of EEMs delivering a certain amount of annual kWh savings, offset of a portion of the available incentive or direct reimbursement of a portion (up to 100%) of the direct Company costs for the service provided.

(3) **EEM Inspection**

Company will inspect any EEMs which are funded by or installed under this program. Satisfactory inspection by Company will be required prior to receiving Energy Efficiency Incentives specified in the Energy Efficiency Incentive Agreement.

(4) **EEM Commissioning**

Company will require that EEMs as specified in the Energy Efficiency Incentive Agreement be commissioned prior to receiving Energy Efficiency Incentives specified in the Energy Efficiency Incentive Agreement.

(4a) **Commissioning Opt-Out:** Required EEM Commissioning may be omitted with the following adjustments. Annual kWh savings, Average Monthly On Peak kW savings and eligible EEM Costs will <u>all</u> be reduced by 20% and an Energy Efficiency Incentive calculated using the provisions specified under Incentives for EEMs. EEMs where the Owner or Customer has "opted—out" of EEM Commissioning and are later commissioned are not eligible for an additional Energy Efficiency Incentive after the Energy Efficiency Incentive is paid.

(5) Measure Performance Verification/Evaluation

Company may verify or evaluate the energy savings of installed Energy Efficiency Measures specified in the Energy Efficiency Incentive Agreement. This verification may include a telephone survey, site visit, review of plant operation characteristics, and pre- and post-installation of monitoring equipment as necessary to quantify actual energy savings.

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42



P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 125 - Continued

PROVISIONS OF SERVICE: (continued)

(6) Company will provide Energy Efficiency Incentives for energy efficiency improvements to heat pump space heating systems only for New Commercial Buildings whose base case plans call for heat pump space heating systems.

(7) Prior Energy Service program participation requirements and definitions:

- Energy Efficiency Payments are not available to Owners after July 16, 2001. The elimination of the Energy Service Charge portion associated with Schedule 125 does not affect Energy Service Charges' currently outstanding and obligations pursuant to an executed Energy Services Agreement remain in effect until the Energy Efficiency Payment with interest is re-paid in full.
- **Energy Efficiency Payments:** Any payments of money made by Company to Owner for installation of EEMs pursuant to an Energy Services Agreement.
- **Energy Services Agreement:** An agreement between the Owner and the Company providing for Company to furnish or provide Energy Efficiency Payments with respect to EEMs pursuant to this Tariff Schedule.
- Energy Services Charge: As specified in the Energy Services Agreement, the monthly Energy Services Charge is that monthly payment required to repay the Energy Efficiency Payments, with interest at the Melded Interest Rate or the Performance Guarantee Interest Rate as applicable, in equal monthly payments over the term specified in the Energy Services Agreement.
- (8) Energy Efficiency Incentives will not be made available to induce fuel switching by Owner.
- (9) Design team honorarium: Company may offer an honorarium as described on the Utah energy efficiency program section of the Company web site to a design team member with current professional certification including architects and engineers to encourage early initial Company consultation on Owner/Customer's design and plans. Honorariums will be equally available to all professionally certified architects and engineers for Utah projects within Company's territory and will be limited to one honorarium per project. Additional conditions for the honorarium will be available on the Utah energy efficiency program section of the Company's web site and may be changed with 60 days notice posted on the web site.

ELECTRIC SERVICE REGULATIONS: Service under this Schedule is subject to the General Rules and Regulations contained in the tariff of which this Schedule is a part, and to those prescribed by regulatory authorities.

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42

P.S.C.U. No. 46

UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE SCHEDULE NO. 135

STATE OF UTAH

Net Metering Service

AVAILABILITY: At any point on the Company's interconnected system.

APPLICATION: On a first-come, first-served basis to any customer that owns and operates a fuel cell or renewable generating facility with a capacity of not more than twenty-five (25) kilowatts that is located on the customers' premises, is interconnected and operates in parallel with the Company's existing transmission and distribution facilities, is intended primarily to offset part or all of the customer's own electrical requirements, and is controlled by an inverter. This provision shall be available until the time that the total rated generating capacity used by the eligible customer-generators equals 3,516 kilowatts. At least half of the total rated generating capacity used by the customer-generators must be generated by renewable facilities. This schedule is offered in compliance with Utah Code Ann. § 54-15-101 to 106.

DEFINITIONS: Net Metering means measuring the difference between the electricity supplied by the Company and the electricity generated by an eligible customer-generator and fed back to the electric grid over the applicable billing period.

An Inverter means a device that converts direct current power into alternating current power that is compatible with power generated by the Company.

A Renewable Generating Facility means a facility that uses energy derived from the sun, wind, or water to generate electricity.

MONTHLY BILL: The Electric Service Charge shall be computed in accordance with the Monthly Billing in the applicable standard service tariff.

(continued)

P.S.C.U. No. 46

Original Sheet No. 135.2

ELECTRIC SERVICE SCHEDULE NO. 135 - Continued

SPECIAL CONDITIONS:

- 1. If the energy supplied to the Company is less than the energy purchased from the Company, the prices specified in the Energy Charge section of the Monthly Billing of the applicable standard service tariff shall be applied to the positive balance owed to the Company.
- 2. If the energy purchased from the Company is less than the energy supplied to the Company, the Customer shall be billed for the appropriate monthly charges and shall be credited for such net energy at the Average Energy Price for the applicable calendar year according to Schedule 37.
- 3. All credits that the customer-generator does not use during the calendar year expire at the end of the calendar year.
- 4. The customer-generator shall provide at the customer's expense all equipment necessary to meet applicable local and national standards regarding electrical and fire safety, power quality, and interconnection requirements established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and Underwriters Laboratories.
- 5. The Company shall not be liable directly or indirectly for permitting or continuing to allow an attachment of a net metering facility, or for the acts or omissions of the customer-generator that cause loss or injury, including death, to any third party.
- 6. The Company may test and inspect an interconnection at times that the electrical corporation considers necessary to ensure the safety of electrical workers and to preserve the integrity of the electric power grid.

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.



P.S.C.U. No. 46

UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE SCHEDULE NO. 192

STATE OF UTAH

Self-Direction Credit

PURPOSE: To allow customers to self-direct Schedule 193 DSM Cost Adjustment charges into cost-effective demand side management (DSM) projects within their own facilities.

APPLICATION: This Schedule shall be available to an Eligible Customer subject to a DSM Cost Adjustment charge pursuant to Electric Service Schedule No. 193 in accordance with the terms and provisions specified herein.

A customer with multiple meters measuring usage at facilities, one or more of which will be involved in a DSM Project, may aggregate the loads at those facilities to meet minimum usage requirements to qualify as an Eligible Customer, so long as the DSM Project for the aggregated facilities is submitted as a single project. Customers who become Eligible Customers through aggregation of meters must bear any incremental costs and expenses incurred by the Company and the Self-Direction Administrator in excess of the average costs and expenses incurred in connection with customers who are Eligible Customers without consideration of aggregation.

TERM: The term of this Self-Direction Credit shall be coterminous with the DSM Cost Adjustment provided in Schedule 193, both of which will expire automatically, absent a Commission order extending the term, on March 31, 2014.

(continued)



P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 192 – Continued

DEFINITIONS:

Efficiency Criterion: A projected Payback Period (or average Payback Period for projects submitted as a package) of between 1 and 5 years. The Self Direction Administrator may utilize an alternative Efficiency Criterion for a project with a projected Payback Period in excess of five years that is demonstrated to the satisfaction of the Self Direction Administrator to provide system benefits and to satisfy the Commission's approved cost-effectiveness tests.

Eligible Customer: A customer with a peak load of 1,000 kw or annual usage of 5,000,000 kwh or greater within the prior 12 months at a single meter or at meters that are aggregated.

Eligible Expenses: All actual expenses reasonably incurred by an Eligible Customer in connection with the construction, installation or implementation of an Eligible Project, including but not limited to equipment costs, engineering and consulting expenses, and finance charges. Expenses incurred in connection with new construction or expansion of existing facilities are Eligible Expenses only to the extent that additional expenses are incurred to achieve energy efficiency levels that exceed standard industry practices for new construction or expansion as determined by the Self-Direction Administrator based on practices generally utilized by energy engineering professionals and/or reference to publicly available resources for energy engineering.

Eligible Project: A DSM Project of an Eligible Customer that satisfies the Efficiency Criterion, is determined by the Self-Direction Administrator to be a project for which Self-Direction Credits will be available, and that was not funded in whole or in part through another Commission-approved program. Such funding shall include incentive payments and costs incurred by the Company for engineering services provided to the Eligible Customer. Such funding shall not include financing received through a Commission-approved program.

(continued)



P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 192 – Continued

DEFINITIONS (Continued)

DSM Project: A measure (or package of measures submitted for consideration together), activity or program, meeting reasonable industry standards as determined by the Self-Direction Administrator or the Commission that is designed to promote electric energy efficiency or conservation or more efficient management of electric energy loads at an Eligible Customer's facility.

Payback Period: The projected period for an Eligible Customer to recover all expenses actually incurred in connection with a DSM Project from electric energy and demand cost savings on a simple payback basis.

Required Information: Plans, drawings, energy and demand savings calculations, payback calculations, usage information, as-built information, receipts, expense itemizations, information regarding Company funding, financing arrangements and/or other data and information needed for determinations of an Eligible Customer, an Eligible Project, Eligible Expenses, or other matters required to be determined by the Self Direction Administrator hereunder. Required Information shall include any information reasonably requested by the Self-Direction Administrator.

Self-Direction Administrator: A qualified person or entity hired or employed by the Company to administer this Self-Direction Credit Schedule 192, after consideration of recommendations from the DSM Advisory Group and other interested parties.

Self-Direction Credit: A credit equal to the applicable percentage of an Eligible Customer's total Eligible Expenses to be applied against that Eligible Customer's monthly Schedule 193 DSM Cost Adjustment charges until the entire credit has been utilized or until Schedule 192 expires.

Transition Project: A DSM Project completed prior to the Commission Approval Date of this Schedule 192 that receives qualification as a Completed Project in accordance with Section 2 of the Provisions of Service and for which an Application for qualification is filed within six months of the Commission Approval Date of this Schedule 192. The customer bears the burden of documenting to the satisfaction of the Self-Direction Administrator the existence and the amount of all claimed expenditures.

(continued)



P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 192 – Continued

AVAILABILITY OF SELF-DIRECTION CREDIT: An Eligible Customer that completes an Eligible Project on or after the Commission Approval Date of this Schedule 192 shall receive a Self-Direction Credit in the amount of eighty percent (80%) of Eligible Expenses, as determined in accordance with the Provisions of Service. Total Self-Direction Credits available under this Section shall not exceed \$1,500,000 in any year. To the extent the Self-Direction Administrator determines at the time an Eligible Customer seeks pre-qualification or qualification of an Eligible Project under Sections 1 or 2 of the Provisions of Service that providing the credit would result in total credits under this Section that are projected to exceed \$1,500,000 in any year, such Eligible Customer will not be pre-qualified or qualified for Self-Direction Credits for that year in excess of such maximum value, and the Self-Direction Administrator shall provide written notice of such determination to the Eligible Customer, the Commission, the Division and the Committee.

AVAILABILITY OF SELF-DIRECTION CREDIT FOR TRANSITION PROJECTS:

An Eligible Customer that completed a Transition Project prior to the Commission Approval Date of this Schedule 192 shall receive a Self-Direction Credit for up to four (4) years following the Effective Date of this Schedule 192 in the amount of fifty-six percent (56%) of Eligible Expenses incurred after August 1, 2001 in connection with a Transition Project, as determined in accordance with the Provisions of Service. To the extent the Company provided engineering services for a Transition Project after August 1, 2001 for a project that had not been commenced as of the Commission Approval Date of this Schedule 192, an Eligible Customer may receive a Self-Direction Credit for Transition Projects only if it first repays reasonable costs incurred by the Company in connection with such engineering services, together with interest calculated at the AFUDC rate. Total Self-Direction Credits for Transition Projects used to offset Schedule 193 charges during the first four (4) years following the Effective Date of this Schedule 192 shall not exceed Four Hundred Thousand Dollars (\$400,000) in any year. To the extent the Self Direction Administrator determines that potential Self Direction Credits for timely filed and approved Transition Projects that may be used to offset Schedule 193 charges during any of the first four (4) years following the Effective Date of this Schedule 192 are projected to exceed that maximum value, Self Direction Credits for all such Transition Projects shall be reduced proportionately to the maximum value. This proportionate reduction shall be based upon each Eligible Customer's estimated Schedule 193 DSM Cost Adjustment Charges for the first four (4) years after the Effective Date of this Schedule 192, as estimated by the Self Direction Administrator based upon each such Eligible Customer's average electric bill since August 1, 2001, rates in effect as of the Commission Approval Date, and the Schedule 193 collection rates initially approved by the Commission.

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42

P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 192 – Continued

AVAILABILITY OF FIFTY PERCENT SELF DIRECTION CREDIT: An Eligible Customer shall receive a credit equal to one-half of its monthly Schedule 193 DSM Cost Adjustment charges for 24 consecutive monthly billings if the Eligible Customer demonstrates to the satisfaction of the Self Direction Administrator through an energy audit performed at the expense of the Eligible Customer by an auditor retained by the Self-Direction Administrator that there are no remaining Eligible Projects or other DSM Projects with a Payback Period of eight (8) years or less available at all of the Eligible Customer's facilities served through a meter or aggregated meters used as the basis for determining Eligible Customer status. Such demonstration shall be based on publicly available resources, including, but not limited to: United States Department of Energy, Industrial Technologies Program, Best Practices Screening Tool and the United States Green Building Council Green Building Rating System for New Construction and Major Renovations Version 2.1 or successor versions. This credit may be renewed every 24 months based upon a new energy audit. This Fifty Percent Self Direction Credit will not be available to an Eligible Customer during any time the Eligible Customer is receiving a Self-Direction Credit. Total Self-Direction Credits available under this Section shall not exceed \$100,000 in any year. To the extent the Self-Direction Administrator determines at the time an Eligible Customer seeks a credit under this Section that providing the credit would result in total credits under this Section that are projected to exceed \$100,000 in any year, such Eligible Customer will not be entitled to Fifty Percent Self-Direction Credits for that year in excess of such maximum value, and the Self-Direction Administrator shall provide written notice of such determination to the Eligible Customer, the Commission, the Division and the Committee.

PROVISIONS OF SERVICE:

- (1) Pre-Qualification of a Proposed Project.
 - a. An Eligible Customer may submit Required Information to the Self-Direction Administrator for pre-qualification of a proposed DSM Project as an Eligible Project. A proposed project shall be pre-qualified as an Eligible Project if the Self-Direction Administrator determines that the proposed project is reasonably projected to satisfy the Efficiency Criterion, assuming it is installed and completed in general conformity with the submitted plans and operated as contemplated.

(continued)



P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 192 – Continued

PROVISIONS OF SERVICE (Continued)

- b. The Self-Direction Administrator shall notify the Eligible Customer and the Company within 30 days after receipt of all Required Information of its determination that the proposed DSM Project is pre-qualified as an Eligible Project, or explaining why it is not pre-qualified as proposed.
- c. Following substantial completion of a pre-qualified DSM Project, the Eligible Customer shall submit Required Information to the Self-Direction Administrator for a determination of whether the Eligible Project is substantially completed and generally consistent with the project as pre-qualified. The Eligible Customer shall provide such cooperation and access as is reasonably required for the Self-Direction Administrator to make such determination. An Eligible Customer whose proposed project is pre-qualified as an Eligible Project need not thereafter demonstrate that the Eligible Project actually met the Payback Period requirement of the Efficiency Criterion in order to receive the Self-Direction Credit.
- d. The Self-Direction Administrator shall notify the Eligible Customer and the Company within 30 days after receipt of all Required Information of its determination that the Eligible Project is complete and generally consistent with the project as pre-qualified, or explaining why it is not.
- (2) Qualification of a Completed Project.
 - a. Following substantial completion of an Energy Efficiency Project that was not pre-qualified, or within six months of the Commission Approval Date of this Schedule with respect to a Transition Project, an Eligible Customer may submit Required Information to the Self-Direction Administrator for a determination of whether a completed project is an Eligible Project. An Eligible Customer seeking such determination shall provide such cooperation and access as is reasonably required for the Self-Direction Administrator to make the determination.

(continued)

P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 192 – Continued

PROVISIONS OF SERVICE (Continued)

A completed project shall be qualified as an Eligible Project if the Self-Direction Administrator determines that the project as installed is reasonably projected to satisfy the Efficiency Criterion, assuming it is operated as contemplated. An Eligible Customer whose completed project is qualified as an Eligible Project need not thereafter demonstrate that the Eligible Project actually met the Payback Period requirement of the Efficiency Criterion in order to receive the Self-Direction Credit.

- b. The Self-Direction Administrator shall notify the Eligible Customer and the Company within 30 days after receipt of all Required Information of its determination that the DSM Project is complete and qualifies as an Eligible Project, or explaining why it is not.
- (3) At the time an Eligible Customer submits Required Information under (1) or (2), above, for a determination of eligibility, the Eligible Customer shall pay a non-refundable administrative fee set at \$500 per DSM Project.
- (4) Determination of Eligible Expenses and Implementation of Self-Direction Credit.
 - b. Following substantial completion of a DSM Project, and no earlier than 30 days before the DSM Project becomes operational, an Eligible Customer may submit Required Information to the Self-Direction Administrator for a determination of Eligible Expenses.
 - c. The Self-Direction Administrator shall notify the Eligible Customer and the Company within 30 days after receipt of all Required Information of its determination of the amount of Eligible Expenses and the amount of the Self-Direction Credit.

(continued)

P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 192 – Continued

PROVISIONS OF SERVICE (Continued)

- d. The Company shall reflect the available Self-Direction Credit on the Eligible Customer's monthly bills in an amount equal to the Eligible Customer's full monthly Schedule 193 DSM Cost Adjustment charge beginning as soon as practicable, no later than the first monthly bill issued more than 30 days after the Company's receipt of the Self-Direction Administrator's determination of the Self-Direction Credit. Nothing contained in this schedule shall prohibit the Eligible Customer and the Company from agreeing upon an alternative method of reflecting the credit.
- e. Each month, the Company shall provide the Self-Direction Administrator with the amount of actual Self-Direction Credits applied to the prior month's bills for each Eligible Customer.
- f. The Self-Direction Administrator shall notify the Company and the Eligible Customer at least 60 days before the month when the Self-Direction Credit for an Eligible Customer is projected by the Self-Direction Administrator to be exhausted, and the billing month in which the credit should be terminated.
- g. The Self-Direction Administrator shall notify the Company and the Eligible Customer of any adjustment necessary to true-up the Self-Direction Credit in the event of under or over collection.
- (5) The Self-Direction Administrator shall make determinations based upon information provided by the Company and the customers on all matters under this Schedule 192, including, but not limited to, determinations as to Eligible Customers, prequalification or qualification of Eligible Projects, satisfaction of Efficiency Criterion, Eligible Expenses, Self-Direction Credits, Self-Direction Credits for Transition Projects, Fifty Percent Self-Direction Credits, incremental expenses for projects in excess of industry practices, financing costs for prior projects, incremental costs for aggregated meters and prior Company funding. All determinations made by the Self-Direction Administrator shall be documented and provided to the appropriate parties.

(continued)



P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 192 – Continued

PROVISIONS OF SERVICE (Continued)

- (5) The Self-Direction Administrator shall file annual reports with the Commission and the Company summarizing its determinations during the year and providing an accounting of Self-Direction Credits, energy and demand savings and the expenses of the Self-Direction Administrator under this Schedule. The Self-Direction Administrator shall demonstrate program performance and cost effectiveness using Commission accepted tests on a regular basis, the first report of such demonstration being submitted no later than eighteen months after the effective date of this Schedule. Each Eligible Customer shall be required to cooperate reasonably and in good faith with the Self-Direction Administrator for purposes of evaluating program performance, performing any required functions, or preparing any required reports.
- (6) This Schedule 192 shall become effective for purposes of reflecting credits on an Eligible Customer's bill as of the Effective Date specified by the Commission. A Self-Direction Credit shall be available for an Eligible Customer in any month when a Schedule 193 DSM Cost Adjustment charge appears on the Eligible Customers' monthly bill from the Company. Promptly following the Commission Approval Date of this Schedule 192, the Company shall proceed to select a Self-Direction Administrator and the Self-Direction Administrator shall begin implementing the procedures specified herein in order to facilitate Eligible Customers who want to pre-qualify and commence Eligible Projects or qualify Transition Projects prior to the Effective Date.
- (7) An Eligible Customer may utilize any available mechanism to resolve disputes that may arise under this Schedule 192, including, but not limited to, discussions with the Company, informal mediation with the Division of Public Utilities, and formal or informal Commission procedures.



P.S.C.U. No. 46

UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE SCHEDULE NO. 193

STATE OF UTAH

Demand Side Management (DSM) Cost Adjustment

PURPOSE: The DSM Cost Adjustment is designed to recover the costs incurred by the Company, since August 1, 2001, associated with Commission-approved demand side management expenditures.

APPLICATION: This Schedule shall be applicable to all Customers taking service under the company's electric service schedules.

TERM: The term of the DSM Cost Adjustment shall be from April 1, 2004 forward. This Schedule will automatically expire on March 31, 2014 absent a Commission order extending the term.

(continued)

P.S.C.U. No. 46

ELECTRIC SERVICE SCHEDULE NO. 193 - Continued

MONTHLY BILL: In addition to the Monthly Charges contained in the Customer's applicable schedule, all monthly bills shall have the following percentage increases applied to the Power Charge, Energy Charge, and Voltage Discount of the Customer's applicable schedule.

The Adjustment for Schedules 7, 11 and 12 (Street Lighting) shall be applied to the Charge Per Lamp.

^{**} The Adjustment for Schedule 31 customers shall be applied to Facilities Charges, Back-up Power Charges, and Excess Power Charges in addition to the applicable general service schedule charges.



P.S.C.U. No. 46

UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE SCHEDULE NO. 300

STATE OF UTAH

Regulation Charges

AVAILABILITY: In all service territory served by Utah Power and Light Company in the State of Utah.

APPLICATION: For all Customers utilizing the services of Utah Power and Light as defined and described in the Electric Service Regulations.

SERVICE CHARGES:

Sheet No.	<u>Description</u>	<u>Charge</u>
5R.3	Service Call Charge: Normal business hours All other times	\$15.00 \$75.00
6R.1	Meter Charges: Meter Repairs/Replacement	Actual repair or replacement cost
7R.1	Meter Verification Fee	\$15.00 per unit
7R.2	Meter Test for Accuracy Once in twelve mont Two or more times in twelve months	hs No charge \$60.00 For Each Additional Test
8R.2	Late Payment Charge:	1.0% per month of delinquent balance
8R.2	Returned Check Charge: (continued)	\$15.00

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42



P.S.C.U. No. 46

Original Sheet No. 300.2

Sheet No.	<u>Description</u>	Charge		
9R.1	Security Deposit for New Service: Residential	The lesser of: the estimated 60 day peak billing period at the premise; or \$150		
9R.1	Non-residential	Not to exceed the estimated average 90 days bill at the premises.		
9R.4	Interest on Deposits Residential Non-residential	6% per annum 6% per annum		
10R.8	Tampering/Unauthorized Reconnection Cha	arge \$75.00		
10R.8	Field Visit Charge	\$15.00		
10R.9	Residential Normal Business Hours All Other Times Non-residential Pole-cut disconnect/reconnect charges Normal Business Hours All other times	\$30.00 \$75.00 Actual cost but not less than \$25.00 \$89.00 \$107.00		
10R.10	Deferred payment agreement interest charge	e 12% per annum		
12R.3	Facilities Charges on Facilities at less than a Installed at Customer's expense Installed at Company's expense Facilities Charges on Facilities at and above Installed at Customer's expense Installed at Company's expense	0.25% per month 1.25% per month		
12R.11	Temporary Service Charge: Service Drop and Meter only (Charge is for connection and disconnection)	Single phase: \$85.00 Three phase: \$115.00		
(continued)				

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42



Original Sheet No. 300.3 (C)

Sheet No. <u>Description</u> <u>Charge</u>

Special Services:

Customer information screen print

Customer requesting information

on their own account No Charge

Authorized third party requests* \$2.00 per screen print Research labor \$40.00 per hour

Electronic data extraction \$ 3.00 per meter

Profile metering data or special Actual cost but not less than

contract account \$42.00 per month

*Requests that do not lead to bill corrections, or requests that result in billing corrections for which the Company was not at fault, will be subject to this charge.

Monthly meter rental fee 3% of the cost of the meter

Utility locator service \$20.00 per return trip

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42



Original Sheet No. 300.4 (C)

Sheet No.	<u>Description</u>	<u>Charge</u>
25R.1	Customer Guarantee Credit 1: Restoring Supply After an Outage	
	Residential Non-residential For each additional 12 hours	\$50.00 \$100.00 \$25.00
25R.2	Customer Guarantee Credit 2: Appointments	\$50.00
25R.2	Customer Guarantee Credit 3: Switching on Power	\$50.00
	For each additional 12 hours	\$25.00
25R.3	Customer Guarantee Credit 4: Estimates for New Supply	\$50.00
25R.3	Customer Guarantee Credit 5: Responding to Bill Inquiries	\$50.00
25R.3	Customer Guarantee Credit 6: Resolving Meter Problems	\$50.00
25R.4	Customer Guarantee Credit 7: Notifying of Planned Interruptions	\$50.00
	Residential Non-residential	\$50.00 \$100.00
25R.4	Customer Guarantee Credit 8: Responding to Power Quality Complaints	\$50.00

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42

Original Sheet No. C

EFFECTIVE: April 1, 2005

ELECTRIC SERVICE REGULATIONS

of

UTAH POWER & LIGHT COMPANY

Salt Lake City, Utah

for

ELECTRIC SERVICE

in the

STATE OF UTAH

Under the

PUBLIC SERVICE COMMISSION OF UTAH

FILED: August 27, 2004

(C)

P.S.C.U. No. 46

Original Sheet No. D

EFFECTIVE: April 1, 2005

INDEX OF

ELECTRIC SERVICE REGULATIONS

STATE OF UTAH

Regulation No.	Subject	Sheet No.
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2	General Definitions	Sheets 2R.1 - 2R.4
3	Electric Service Agreements	Sheets 3R.1 - 3R.4
4	Supply and Use of Service	Sheets 4R.1 - 4R.4
5	Customer's Installation	Sheets 5R.1 - 5R.4
6	Company's Installation	Sheet 6R.1
7	Metering	Sheets 7R.1 - 7R.5
8	Billings	Sheets 8R.1 - 8R.6
9	Deposits	Sheets 9R.1 - 9R.4
10	Termination of Service and Deferred Payment Agreement	Sheets 10R.1 - 10R.11
11	Taxes	Sheet 11R.1
12	Line Extensions	Sheets 12R.1 - 12R.15
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P.S.C.U. No. 46

UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE REGULATION NO. 1

STATE OF UTAH

General Provisions

- 1. The Company undertakes to furnish electric service subject to the rules of the Public Service Commission of Utah (P.S.C.U.) as supplemented by these Electric Service Regulations. These Regulations are designed to govern the supplying and receiving of electric service consistent with good operating practices and the Electric Service Schedules of the Company.
- 2. The P.S.C.U. adopted the <u>Utah Residential Utility Service Rules</u>, Utah Administrative Code R746-200, which became effective December 20, 1988. Pursuant to those rules, designated portions of these Electric Service Regulations apply only to residential electric service to consumers in single or multiple family dwellings. Such portions of these Electric Service Regulations will be designated as applying only to residential customers. Unless specifically stated otherwise, these portions of the Regulations do not apply to mastermetered apartment dwellings. Commercial, industrial, government accounts and special contracts are expressly excluded from the requirements of these portions of the Regulations.
- 3. At the time that residential electric service is extended to an account holder the Company will provide the consumer with an up-to-date consumer information pamphlet approved by the Utah Public Service Commission, which clearly describes and summarizes the substance of the Utah Residential Utility Service Rules. The Company will mail or deliver a copy of this pamphlet, or a summarized version approved by the Commission to all residential customers annually. Copies of this pamphlet shall be prominently displayed in all business offices maintained by the Company and furnished to consumers upon request. The Company will make available upon request a Spanish edition of the consumer information pamphlet.

(continued)

P.S.C.U. No. 46

ELECTRIC SERVICE REGULATION NO. 1 - Continued

- 4. When electric service is extended to a residential account holder, annually, and upon first notice of an impending service disconnection, the Company shall provide a copy of the "Customer's Statement of Rights and Responsibilities" as approved by the Public Service Commission. The Statement of Rights and Responsibilities shall be a single page document. It shall be prominently displayed in all customer service centers.
- 5. In accepting service from the Company, each Customer agrees to comply with and be bound by said regulations and the applicable electric service schedules. These Regulations supersede all previous Regulations which may have been effective. Interconnection and operation agreements in effect at the time these Regulations became effective shall continue in effect for the term of such agreements. These Regulations may be revised, when occasion requires, upon approval of the Public Service Commission of Utah.
- 6. For work which a Customer requests the Company to perform, and remuneration is not given in the Electric Service Schedules or addressed or referenced in these Regulations, the Customer shall pay the Company's cost for performing that work.
- 7. The rules regulating service prescribed by the Public Service Commission of Utah, Utah Administrative Code R746, are hereby adopted and by this reference made a part of the Regulations and this Tariff.

8. STATEMENT OF UTILITY CUSTOMER RIGHTS AND RESPONSIBILITIES

The Utah Public Service Commission has established rules about utility consumer/company relationships. These rules cover payment of bills, late charges, security deposits, handling complaints, service disconnection and other matters. These rules assure customers of certain rights and outline customer responsibilities.

(continued)



ELECTRIC SERVICE REGULATION NO. 1 - Continued

8. STATEMENT OF UTILITY CUSTOMER RIGHTS AND RESPONSIBILITIES (continued)

RIGHTS

Utah Power will:

Provide service if you are a qualified applicant.

Offer you at least one 12-month deferred payment plan if you have a financial emergency.

Let you pay a security deposit in three installments, if one is required.

Follow specific procedures for service disconnection which include providing you notice postmarked at least 10 days before service is disconnected.

Offer winter shut-off protection of energy utility service to qualifying ratepayers.

Advise you of sources of possible financial assistance in paying your bill.

Continue service for a reasonable time if you provide a physician's statement that a medical emergency exists in your home.

Give you written information about commission rules and your rights and responsibilities as a customer under those rules.

RESPONSIBILITIES

You, the customer will:

Use services safely and pay for them promptly.

Contact Utah Power when you have a problem with payment, service, safety, billing, or customer service.

Notify Utah Power about billing or other errors.

Contact Utah Power when you anticipate a payment problem to attempt to develop a payment plan.

Notify Utah Power when you are moving to another residence.

Notify Utah Power about stopping service in your name or about stopping service altogether.

Permit access for meter readers and other essential Utah Power personnel and equipment.

(continued)



P.S.C.U. No. 46

ELECTRIC SERVICE REGULATION NO. 1 - Continued

8. STATEMENT OF UTILITY CUSTOMER RIGHTS AND RESPONSIBILITIES (continued)

To contact your local Utah Power office call the phone number listed on your bill.

If you have a problem, call Utah Power first.

If you cannot resolve the problem, you may obtain an informal review of the dispute by calling the Utah State Division of Public Utilities Complaint Office at the following telephone number:

530-6652 in Salt Lake City **1-800-874-0904** toll free statewide

9. INFORMAL AND FORMAL REVIEW

(a) Informal Review

Any residential customer who is unable to resolve a dispute with the Company concerning a matter addressed in the Utah Residential Utility Service Rules may obtain informal review of the dispute by a designated employee within the Division of Public Utilities. Upon receipt of a request for informal review, the Division employee shall, within one business day, notify the utility that an informal complaint has been filed. Absent unusual circumstances, the Company shall attempt to resolve the complaint within five business days. In no circumstances shall the utility fail to respond to the informal complaint within five business days. The response shall advise the complainant and the Division employee regarding the results of the Company's investigation and a proposed solution to the dispute or provide a timetable to complete any investigation and propose a solution. The Company shall make reasonable efforts to complete any investigation and resolve the dispute within 30 calendar days. A proposed solution may be that the Company request that the informal complaint be dismissed if, in good faith, it believes the complaint is without merit. The Company shall inform the Division employee of the Company's response to the complaint, the proposed solution and the complainant's acceptance or rejection of the proposed solution and shall keep the Division employee informed as to the progress made with respect to the resolution and final disposition of the

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42

P.S.C.U. No. 46

ELECTRIC SERVICE REGULATION NO. 1 - Continued

9. INFORMAL AND FORMAL REVIEW (continued)

(a) **Informal Review** (continued)

informal complaint. If, after 30 calendar days from the receipt of a request for informal review, the Division employee has received no information that the complainant has accepted a proposed solution or otherwise completely resolved the complaint with the utility, the complaint shall be presumed to be unresolved.

(b) Mediation

If the Company or the complainant determine that they cannot resolve the dispute by themselves, either of them may request that the Division attempt to mediate the dispute. When a mediation request is made, the Division employee shall inform the other party within five business days of the mediation request. The other party shall either accept or reject the mediation request within ten business days of the request, and so advise the mediation requesting party and the Division employee. If mediation is accepted by both parties or the complaint continues to be unresolved 30 calendar days after receipt, the Division employee shall further investigate and evaluate the dispute, considering both the customer's complaint and the utility's response, their past efforts to resolve the dispute, and try to mediate a resolution between the complainant and the Company. Mediation efforts may continue for 30 days or until the Division employee informs the parties that the Division has determined that mediation is not likely to result in a mutually acceptable resolution, whichever is shorter.

(c) Division Access to Information During Informal Review or Mediation

The Company and the complainant shall provide documents, data or other information requested by the Division, to evaluate the complaint, within five business days of the Division's request, if reasonably possible or as expeditiously as possible if they cannot be provided within five business days.

(continued)



ELECTRIC SERVICE REGULATION NO. 1 - Continued

9. INFORMAL AND FORMAL REVIEW (continued)

(d) Commission Review

If the Company has proposed that the complaint be dismissed from informal review for lack of merit and the Division concurs in the disposition, if either party has rejected mediation or if mediation efforts are unsuccessful and the Division has not been able to assist the parties in reaching a mutually accepted resolution of the informal dispute, or the dispute is otherwise unresolved between the parties, the Division in all cases shall inform the complainant of the right to petition the Commission for a review of the dispute, and shall make available to the complainant a standardized complaint form with instructions approved by the Commission. The Division itself may petition the Commission for review of a dispute in any case which the Division determines appropriate. While a complainant is proceeding with an informal review or mediation by the Division or a Commission review of a dispute, no termination of service shall be permitted, provided any amounts not disputed are paid when due, subject to the Company's right to terminate service pursuant to Utah Administrative Code R 746-200-g (F), Termination of Service Without Notice.

The Commission, upon its own motion or upon petition of any person, may initiate formal or investigative proceedings upon any matter arising out of an informal complaint.

Any residential account holder who claims that the Company has violated any provision of these customer service rules, other Public Service commission rules, or company tariff or other approved company practices may utilize the informal and formal grievance procedures. If deemed appropriate, the Commission may assess a penalty.

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42



UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE REGULATION NO. 2

STATE OF UTAH

General Definitions

The following terms when used in this Tariff and in the application or agreement for electric service shall have the meanings given below unless clearly indicated otherwise.

- **1. Account Holder** -- A person, firm, partnership, company, corporation, organization, governmental agency, political subdivision, municipality or other entity contracting with the Company for electric service at one location and at one point of delivery.
- **2. Annually Incurred Costs (AIC)** Charges made by the Company for ownership, operation and maintenance costs. See also Facilities Charges in Rule 12, Line Extensions.
- **3. Applicant** A person, corporation, partnership, or other entity which applies to the Company for electric service.
- **4. Capacity** -- Load which equipment or electrical system can carry.
- **5. Commission** -- The Public Service Commission of Utah.
- **6. Company** -- PacifiCorp dba Utah Power & Light Company.
- 7. Contract Demand -- The specified demand in kilowatts that the Customer contracts with the Company to supply and which the Company agrees to have available for delivery to the Customer.
- **8. Customer** -- Account Holder.

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42

P.S.C.U. No. 46

ELECTRIC SERVICE REGULATION NO. 2 - Continued

- **9. Customer's Installation** -- The wiring and apparatus owned by the Customer and on his side of the point of delivery (except the Company's metering equipment) useful in connection with the Customer's ability to take service.
- **10. Deferred Payment Agreement** -- An agreement to receive or to continue to receive residential electric service pursuant to Regulation No. 10 and to pay an outstanding debt or delinquent account owed to the Company.
- **11. Demand** -- The rate in kilowatts at which electric energy is delivered by the Company to the Customer at a given instant or averaged over any designated period of time. For billing purposes, the 15-minute period of the Customer's greatest use during the month is used.
- **12. Disconnection of Service** -- See Termination of Service.
- **13. Duplicate Service Facilities** Two services, one duplicating part or all of the capacity of the other and providing, usually for only a portion of the total path of energy flow, a second possible path of supply in the event of the failure of the first.
- **14. Electric Service** -- The availability of electric power and energy at the Customer's point of delivery, irrespective of whether electric power and energy is actually used.
- **15. Emergency Service** -- Service which is operated only in emergency situations or for testing.
- **16. Energy** -- Electric energy measured in kilowatt-hours.
- **17. Extension** A branch from, or a continuation of, a Company owned transmission or distribution line. An extension may be single-phase, three-phase, a conversion of single-phase line to a three-phase line of the provision of additional capacity in existing lines or facilities. The Company will own, operate and maintain all extensions made under Regulation 12.
- **18. Highly Fluctuating Loads** -- Loads having high demands of short duration or having an abnormal effect on voltage requiring that the Company provide additional or excess investment in transformers, service or other facilities.

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42



P.S.C.U. No. 46

ELECTRIC SERVICE REGULATION NO. 2 - Continued

- **19. Load Limiter** -- Device which automatically interrupts electric service when the preset demand is exceeded.
- **20. Meter** -- Device used to measure the electricity transmitted from the Company to a Customer.
- **21. Month or Billing Month** -- The period of approximately thirty (30) days intervening between regular successive billing dates.
- **22. Partial Requirements Service** -- Service to a load which is partially or wholly served from another source of power.
- **23. Point of Delivery** -- The point, unless otherwise specified in the application for electric service, Electric Service Agreement or contract, at which the Company's facilities are connected with wires or apparatus of the Customer.
- **24.** Power -- Demand.
- **25. Power Factor** -- The percentage determined by dividing the average power use in kilowatts (Real Power) by the average kilovolt-ampere power load (Apparent Power) imposed upon the Company by the Customer.
- **26. Premises** -- All the real property and apparatus employed in a single enterprise on an integral parcel of land undivided by a dedicated street, highway or other public thoroughfare, or railway.
- **27. Rated Capacity** -- Load for which equipment or electrical system is designed.
- **28. Residential Service** -- Service furnished to Customers for (1) domestic purposes in single-family dwelling units; (2) apartments where each dwelling unit is separately metered and billed; and (3) combined family dwelling units. Dwellings where tenancy is typically less than 30 days in length, such as hotels, motels, camps, lodges and clubs, do not qualify for Residential Service.

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42



P.S.C.U. No. 46

ELECTRIC SERVICE REGULATION NO. 2 - Continued

- **29. Remote Service.** Service to distant or isolate locations which, in the Company's opinion, will not have sufficient annual Schedule Billings to cover the Company's annual incurred costs. A distant location is any location, or group of locations more than one-half mile form the Company's existing distribution facilities. An isolated location is one where additional development is unlikely due to geographical constraints, and may be less than one-half mile from existing distribution facilities.
- **30. Schedule Billing** -- The total charges for service, including minimums, computed in accordance with the Company's applicable rate schedule.
- **31. Seasonal Service** Service for annually recurring periods of use where service is discontinued or curtailed during part of the year.
- **32. Service** -- See Electric Service. The word "Service" may also be used to refer to the wires between the Company's supply and the Customer's entrance conductors.
- **Subdivision** -- An area identified by filed subdivision plats in which a group of dwellings may be constructed at about the same time.
- **Temporary Service** -- Service requested for a limited period of time or of questionable duration at the end of which the facilities will no longer be needed and in all probability will be removed. These facilities include, but are not limited to, service for construction power, seasonal sales lots, carnivals, rock crushers or paving plants.
- **35. Termination of Service** -- The disconnection of electric service to a given Customer at a given location.
- **36.** Year -- The period between the date of commencement of service under the application for electric service, Electric Service Agreement or contract and the same date of the following contract year.

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42



UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE REGULATION NO. 3

STATE OF UTAH

Electric Service Agreements

1. APPLICATION FOR SERVICE

Each Applicant for service may be required to sign the Company's standard application for electric service or a contract before service is supplied by the Company. For electric service in large quantity or under special conditions, the Company may require a suitable written agreement or special contract. No such agreement, contract or any modification thereof shall be binding upon the Company until executed by a duly authorized representative. Executed agreements and contracts shall be to the benefit of and be binding upon the heirs, administrators, executors, successors in interest and assigns of the Company and of the Customer.

In any case where two or more parties join in one application for electric service, such parties shall be jointly and severally liable thereunder, and only one bill shall be rendered for electric service supplied in accordance therewith.

When a change of occupancy occurs, notice of such change must be given to the Company prior to the date of such change. The outgoing Customer will be held responsible for all service supplied at the location until such notice has been received by the Company.

Transfer of service requires that the person to whom the service is to be transferred make application to the Company, qualify as a Customer and agree to assume responsibility for the billing for service, including minimums, from that date forward.

(continued)

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P.S.C.U. No. 46

ELECTRIC SERVICE REGULATION NO. 3 – Continued

2. IMPLIED SERVICE AGREEMENT

In the absence of a signed application, agreement or contract, the delivery of electric service by the Company and the acceptance thereof by the Customer shall be deemed to constitute an agreement by and between the Customer and the Company.

3. ELECTRIC SERVICE SCHEDULE PRECEDENCE

These Regulations and the applicable Electric Service Schedule are hereby made a part of each Electric Service Agreement, express or implied. In case of a conflict between any of the provisions of the agreement or contract, Electric Service Schedule and these Electric Service Regulations, the provisions of the Electric Service Schedule will take precedence followed by the provisions of these Electric Service Regulations.

Special contracts may be necessary due to unique circumstances when the standard Electric Service Schedules do not apply. A special contract is the Electric Service Schedule with respect to the customer to which it applies since it establishes the pricing provisions and conditions under which electric service is provided to that customer. All Special Contracts must be filed with the Public Service Commission. Conflicts between a Special Contract and the Electric Service Regulations of which the Company is aware will be specified when the contract is filed. In the case of a conflict between any of the provisions of a Special Contract and these Electric Service Regulations, the provisions of the Special Contract shall take precedence over the Electric Service Regulations.

4. SELECTION AND CHANGES OF ELECTRIC SERVICE SCHEDULE

Where optional Electric Service Schedules are available, the Company will assist the Customer, upon request, in the selection of the Electric Service Schedule most favorable for his/her service requirements. The recommendation to the Customer will be based on his/her statement of the class of service required, the amount and manner of use, and other pertinent information. The Company shall not be liable for any errors with respect to the information received from the customer. A Customer being billed under one or two or more optional Electric Service Schedules applicable to his/her class of service may elect to be billed on any other applicable Electric Service Schedule by notifying the Company in writing and the Company will bill the Customer under such elected Schedule from and after the date of the next meter reading. However, a Customer having made such a change of Electric Service Schedule may not make another such change within the next 12 months, unless altered conditions or other good cause justify a change within a shorter period.

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42



P.S.C.U. No. 46

ELECTRIC SERVICE REGULATION NO. 3 – Continued

5. RENEWAL AND TERMINATION OF SERVICE AGREEMENTS

At the expiration of the term stated in the Service Agreement or contract, or any renewal thereof, or any extended term thereof, the agreement or contract shall remain valid from month to month unless either the Company or the Customer provides 30 days notice in writing of its desire to terminate such agreement, unless otherwise provided for in the agreement or contract.

6. CUSTOMER'S RIGHT TO CANCEL AGREEMENT

Where the Customer entirely suspends operations during the Agreement period with the intention to permanently abandon them, the Customer's obligation to take service pursuant to the Agreement may be suspended by written notice to the Company not less than 90 days before the effective date of such proposed suspension of service, unless otherwise provided in the applicable Electric Service Schedule or in the Electric Service Agreement. No such suspension of service shall release the Customer from his/her obligation under any term minimum guarantees based on special investment made by the Company to serve the Customer. If after a suspension of service pursuant to this regulation, the Customer shall thereafter resume operations within the original Agreement period, at the option of the Company the Agreement may be renewed for the remainder of the Agreement period and for an extended period equal to that during which operations were suspended. If the discontinuance by the Customer is a breach of the Service Agreement, the right of the Company to collect the sums mentioned herein shall be in addition to all other rights it may have on account of such breach

7. DEFAULT BY CUSTOMER

For any default or breach by the Customer of a Service Agreement, including failure to pay bills promptly, the Company in addition to all other legal remedies, may terminate the Service Agreement or suspend the supply of service in accordance with Electric Service Regulation No. 10.

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42

Original Sheet No. 3R.4

8. ELIGIBILITY FOR RESIDENTIAL SERVICE

Residential electric service is to be conditioned upon payment of deposits where required, and of all outstanding debts for past electric service which are owed by the applicant to the Company. However, an applicant unable to pay a delinquent account balance may be eligible to enter into a deferred payment agreement under the provisions of Electric Service Regulation No. 10. Residential service shall be provided to an applicant without consideration of an outstanding debt which was incurred prior to the commencement of a divorce or separate maintenance action in the courts and which was in the name of a former spouse. An applicant is ineligible for service if at the time of application, the applicant is cohabiting with a delinquent account holder, previously terminated for non-payment, and the applicant and delinquent account holder also cohabited during the time the delinquent account holder received the utility's service, whether such service was received at the applicant's present address or another address. Electric service may, however, be denied at any time where unsafe conditions exist or where the applicant has given false information in connection with any utility service application or tampered with utility meters, lines, or other Company property.

ELECTRIC SERVICE REGULATION NO. 3 – Continued

9. AVAILABILITY OF FACILITIES

The Company shall not be required to maintain facilities in place or to continue the availability of facilities installed for the Customer's service when: (a) facilities are not being utilized to provide service in accordance with an application for service; or (b) no contract providing for continuing availability at a stated capacity is in effect. Such facilities that have not been used during the last 12 months may be subject to removal. The decision to remove said facilities shall be at the Company's sole discretion. The decision for such removal shall be based on but not limited to (1) revenue potential of facilities, (2) safety hazards, (3) availability of workforce and (4) length of time facilities are expected to remain idle.

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FILED: August 27, 2004 EFFECTIVE: April 1, 2005

(C)



P.S.C.U. No. 46

UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE REGULATION NO. 4

STATE OF UTAH

Supply and Use of Service

1. SUPPLY OF SERVICE

Unless otherwise specifically provided in the electric service schedule or contract, the Company's rates are based upon the furnishing of electric service to the Customer's premises at a single Point of Delivery and at a single voltage and phase classification.

(a) Individual Customer

Each separately operated business activity and each separate building will be considered an individual Customer for billing purposes. If several buildings are occupied and used by one Customer in the operation of a single and integrated business enterprise, the Company may furnish electric service for the entire group of buildings through one service connection at one Point of Delivery. All such buildings shall be on the same premises undivided by a dedicated street, highway or other public thoroughfare or railway.

Should the Customer request service from the Company through more than one Point of Delivery, or request service from the Company at more than one voltage or phase, each service connection will be separately metered and billed.

(b) Reactive Power

All electric service schedules in this tariff are based upon the Customer minimizing his/her reactive power load.

(1) The reactive kilovolt-ampere demands may be determined either by permanently installed instruments or by test. When determined by test, the resulting reactive demand will remain in effect until a new test is made.

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42



P.S.C.U. No. 46

ELECTRIC SERVICE REGULATION NO. 4 - Continued

1. SUPPLY OF SERVICE (continued)

(b) Reactive Power (continued)

(2) When reactive power correction equipment is installed by the Customer, such equipment must be connected and switched in a manner acceptable to the Company.

(c) Unmetered Service

Service to fixed loads, with fixed periods of operation, such as street lights, traffic lights and other similar installations may, for the convenience and mutual benefit of the Customer and the Company, be unmetered. The average monthly use (one twelfth of the annual use) determined by test or estimated from equipment ratings shall be billed monthly in accordance with the applicable schedule.

2. CUSTOMER'S USE OF SERVICE

Electric Service will be supplied only to those for whom the Company is the sole source of electric power and energy unless otherwise provided under an appropriate agreement. Service shall be used by the Customer only for the purposes specified in the service agreement and applicable electric service schedule or schedules. If the Customer obtains any part of his/her electric requirements from any source other than the Company, supplementary or standby service will be supplied only under electric service schedules specifically applicable to such service.

3. SERVICE TO TENANTS

The Company supplies electric service for the exclusive use of the Customer. The Customer shall not extend his/her electric facilities for service to other Customers or premises and shall not resell electric service to any other person or entity unless taking service under electric service schedules that specifically provide for reselling.

Electric power purchased by Customers shall be used solely by the Customer and its tenants involved in the same business enterprise and associated activities on the same premises. The cost of the electric service shall either be absorbed, or reflected in the rent or in the price of the goods or services as an unidentifiable charge to the tenant. Such Customers may also enter into three party agreements to allow the Company to deliver power and energy to Customers' tenants through the Customers' electrical system.

(continued)

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ELECTRIC SERVICE REGULATION NO. 4 - Continued

3. SERVICE TO TENANTS (continued)

With the exception of Customers who receive electric service under the provisions of Electric Service Schedule No. 25 which applies to mobile home and house trailer park service, Customers with established master metering facilities which predate the implementation of the Master Metering standards specified in Electric Service Regulation No. 7, or Customers who have been exempted from the Master Metering standard may allocate the total electric bill to individual units receiving electric power through their master meter. Such allocation is to be made on an equitable basis and no costs may be added to the total amount billed through the master meter.

4. CONTINUITY OF SERVICE

Unless otherwise specified in a service agreement, electric service is intended to be continuously available. It is inherent, however, that there will at times be some degree of failure, interruption, suspension, curtailment or fluctuations. The Company does not guarantee constant or uninterrupted delivery of Electric Service and shall have no liability to its Customers or any other persons for any interruption, suspension, curtailment or fluctuation in Electric Service or for any loss or damage caused thereby if such interruption, suspension, curtailment or fluctuation results from the following:

- (a) Causes beyond the Company's reasonable control including, but not limited to, accident or casualty, fire, flood, drought, wind, action of the elements or other acts of God, court orders, litigation, breakdown of or damage to facilities of the Company or of third parties, strikes or other labor disputes, civil, military or governmental authority, electric disturbances originating on or transmitted through electrical systems with which the Company's system is interconnected and acts or omissions of third parties.
- (b) Repair, maintenance, improvement, renewal or replacement of facilities, or any discontinuance of service which, in the Company's judgment, is necessary to permit repairs or changes to be made in the Company's generating, transmission or distribution facilities or to eliminate the possibility of damage to the Company's property or to the persons or property of others. To the extent practicable, such work, repairs or changes shall be done in a manner which will minimize inconvenience to the Customer and whenever practicable, the Customer shall be given reasonable notice of such work, repairs or changes.

(continued)



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Original Sheet No. 4R.4

ELECTRIC SERVICE REGULATION NO. 4 - Continued

4. **CONTINUITY OF SERVICE (continued)**

(c) Automatic or manual actions taken by the Company, which in its sole judgment are necessary or prudent to protect the performance, integrity, reliability or stability of the Company's electric system or any electrical system with which it is interconnected. Such actions shall include, but shall not be limited to, the operation of automatic or manual protection equipment installed in the Company's electrical system, including, without limitation, such equipment as automatic relays, generator controls, circuit breakers and switches.



P.S.C.U. No. 46

UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE REGULATION NO. 5

STATE OF UTAH

Customer's Installation

1. SERVICE ENTRANCES AND CONNECTIONS

(a) Attachment To Company Facilities

The Company will supply the exterior connection (service connection) between the Company's facilities and the point of delivery. The Customer shall provide a suitable service entrance to the premises to be served at the point specified by the Company. The Customer shall also provide a stationary and structurally sound support for the interconnection of the Company's and the Customer's facilities. The support shall be at a mutually agreeable location on the Customer's premises. If more than one point of delivery is required to furnish electric power and energy to a Customer, then either (1) each service connection shall be separately metered and billed, or (2) the Company may establish the point of delivery on its transformer platform or other structure and install one set of metering equipment.

(b) Metering Equipment

All meter bases for meters required for measuring electric service (including kVar when specified by the Company) shall be provided and installed by the Customer at a location acceptable to the Company and shall conform to the Company's specifications. The Customer's wiring, meter bases and service entrance facilities must be installed and maintained by the Customer in accordance with applicable municipal or state requirements and to standards required by the National Electrical Safety Code and National Electrical Code. When, in the Company's judgment, profile data is required, the customer will provide the necessary communications links. The Company is not obligated to provide service when Customer's equipment and installation does not meet the required standards.

(continued)

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P.S.C.U. No. 46

ELECTRIC SERVICE REGULATION - Continued

(c) Clearances

Whenever the initial clearances of serving facilities over the Customer's premises, required by applicable laws, ordinances, rules, or regulations of public authorities, become inadequate due to changes made by the Customer, the Customer shall be responsible for correction of the deficiency. Such correction may require the Customer provide, at his/her own expense, a new approved support for connection of the Company's serving facilities as well as new service entrance facilities.

2. CUSTOMER'S LOAD AND OPERATION

(a) Protection of Customer's Equipment

The Customer shall furnish, install, inspect and keep in good and safe condition all electrical wires and lines on the Customer's side of the point of delivery. The Customer shall provide devices to protect his/her equipment from high and low voltage, overload, single phasing, phase reversal or other abnormal conditions.

(b) Protection of the Company's Equipment and other Customers

The Customer shall provide control equipment to eliminate excessive starting current or undesirable voltage fluctuations on the Company's circuits. If the Customer makes any substantial additions or changes in his/her electrical facilities, either in size or character, the Customer shall give the Company prior written notice of this fact. Any such additions or changes in load shall be of such size that it is not a detriment to the furnishing of service to other Customers.

(c) Customers with Self-Generation

Service will be furnished to a Customer with self-generation only by written agreement. Such agreement shall specify the terms and conditions governing the furnishing of service including the Company's Parallel Generation Interconnection Requirements. The Customer's generating facilities will be allowed to be interconnected with the Company's facilities upon compliance with the provisions of this agreement and upon acceptance by the Company of a performance test for proper interconnection equipment operation. It shall be the responsibility of the

(continued)

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ELECTRIC SERVICE REGULATION - Continued

(c) Clearances

Whenever the initial clearances of serving facilities over the Customer's premises, required by applicable laws, ordinances, rules, or regulations of public authorities, become inadequate due to changes made by the Customer, the Customer shall be responsible for correction of the deficiency. Such correction may require the Customer provide, at his/her own expense, a new approved support for connection of the Company's serving facilities as well as new service entrance facilities.

2. CUSTOMER'S LOAD AND OPERATION

(a) Protection of Customer's Equipment

The Customer shall furnish, install, inspect and keep in good and safe condition all electrical wires and lines on the Customer's side of the point of delivery. The Customer shall provide devices to protect his/her equipment from high and low voltage, overload, single phasing, phase reversal or other abnormal conditions.

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P.S.C.U. No. 46

ELECTRIC SERVICE REGULATION - Continued

2. CUSTOMER'S LOAD AND OPERATION (continued)

(c) Customers with Self-Generation (continued)

Customer to supply all equipment, including but not limited to, transfer switches, disconnects, overload protection, and any other protective devices necessary to safely connect to and operate from another power source. The Customer shall be liable for all costs and liability associated with any damage or injury resulting from using another power source.

(d) Maintenance of Customer's Facilities

Installation and maintenance of all facilities beyond the point of delivery, except metering equipment, shall be at the expense and responsibility of the Customer except under conditions specified by the Company in writing. If a Customer requests a service call and the problem is in the Customer's facilities, the Company may charge for the service call as specified in Schedule 300.

(e) Highly Fluctuating Loads

If Customer uses welding machines, X-ray apparatus, elevators or other equipment with highly fluctuating load characteristics, or having an abnormal effect on voltage, and whose operation requires the Company to install transformer capacity or other equipment in order to protect the quality of service to other Customers or to provide for short period use of power by such equipment, the Company will provide service as described in Regulation 12.

The Company reserves the right to refuse to supply service to loads of a character which may seriously impair service to any Customer and shall have the right to discontinue service to the Customer who shall continue to use appliances or apparatus detrimental to the service to any customer after being notified thereof in writing by the Company.

(f) Balancing of Load

The Customer shall so arrange his load that there will be, at the Point of Delivery, a reasonable electric load balance between the phases of a polyphase circuit and between the two sides of a single phase three-wire circuit.

(continued)

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P.S.C.U. No. 46

ELECTRIC SERVICE REGULATION - Continued

3. REFUSAL OF SERVICE

The Company shall have the right, but does not assume the duty to inspect the Customer's installation at any reasonable time. The Company reserves the right to disconnect service or to refuse to connect or supply service:

- (a) when the Customer's wiring or facilities are in the Company's judgment unsafe or hazardous to the Customer or others or found to be in violation of applicable laws, ordinances, rules or regulations.
- (b) where such connection or service will adversely affect or impair the service to its other Customers.
- (c) where the applicant or Customer has not complied with state, municipal or Company regulations.
- (d) until the Customer is advised by proper authority that the wiring and utilization equipment to be served have been inspected and passed by the controlling public inspection authority, where inspection is required by local ordinance or other authorized procedures. Any affidavits or certificates of inspection required by law must be furnished before service is connected.

4. COMPANY LIABILITY

Nothing in these Electric Service Regulations shall be construed as placing upon the Company any responsibility for the condition or maintenance of the Customer's wiring, current consuming devices or other equipment, and the Company shall not be held liable for any loss or damage resulting from defects in the Customer's installation and shall not be held liable for damage to persons or property arising from the use of the service on the premises of the Customer.

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42



UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE REGULATION NO. 6

STATE OF UTAH

Company's Installation

1. COMPANY'S INSTALLATION

Except as otherwise provided in these Regulations, an Electric Service Agreement, or the Electric Service Schedules, the Company will install and maintain its lines and equipment on its side of the Point of Delivery, but shall not be required to install or maintain any lines or equipment except meters and accessories beyond that point. Only the Company is authorized to make the connections at the Point of Delivery. Electric service furnished under this tariff will be alternating current, 60 hertz, single or three-phase, at one of the nominal standard voltages available from the Company at or near the Customer's location.

2. COMPANY FACILITIES ON CUSTOMER'S PREMISES

- (a) All materials furnished and installed by the Company on the Customer's premises, shall be, and remain, the property of the Company. The Customer shall not break the Company's seals. In the event of loss or damage to the Company's property, arising from neglect, carelessness, or misuse by the Customer, the cost of necessary repairs or replacement shall be paid by the Customer.
- (b) Customer without expense to the Company shall make or procure conveyance to the Company of satisfactory Rights-of-Way Easements across the property owned or controlled by the Customer for the Company's lines or extensions thereof necessary or incidental to the furnishing of service to the Customer.
- (c) The Customer shall permit access by the Company's representatives at all hours to maintain electric distribution facilities on the Customer's premises. The Customer shall permit the Company to trim trees and other vegetation to the extent necessary to avoid interference with the Company's lines and to protect public safety.
- (d) The Customer shall give the Company the right to enter the Customer's premises, at reasonable times, for the purpose of reading meters, inspecting, repairing or removing metering devices and wiring of the Company.

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42



UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE REGULATION NO. 7

STATE OF UTAH

1. INSTALLATION

All meter locations and provisions for connecting metering equipment are subject to approval by the Company. Meter locations shall be consistent with good engineering and safety practices and shall comply with appropriate codes and standards.

The Company will install, own and maintain all meters and other metering devices (excluding the meter base\cabinets) necessary for measuring the electric power and energy used by the Customer.

Separate premises, even though owned by the same Customer, will not be supplied through the same meter, except as may be specifically provided for in the applicable electric service schedule.

Demand meters may be installed at the Company's option on any account when the nature of the Customer's equipment and operation indicates that a demand meter may be required for correct application of the electric service schedule.

When multiple meters are installed at a location with multiple units, it is the developer/owner's responsibility to permanently, and correctly, label each meter base for the associated service address. The Company may check such meter installations to verify they are correctly labeled. The Company will charge the Meter Verification Fee set forth in Schedule 300, to the developer/owner for each meter installation checked. In the event all meters are labeled correctly for each unit the Company will waive the Meter Verification Fee for that building.

(continued)

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P.S.C.U. No. 46

ELECTRIC SERVICE REGULATION NO. 7 - Continued

1. INSTALLATION (continued)

When a complaint is received from a customer (landlord or tenant) or government agency of possible switched meters, the Company will check such meter installations to verify that they are correctly labeled. The Company will charge the Meter Verification Fee, as set forth in Schedule 300, to the owner for each meter installation checked. If all meters at a building are correctly labeled for each unit the Company will waive the Meter Verification Fee for that building.

If a developer/owner or landlord requests the Company to verify or certify that each meter base is labeled correctly, including when locations with multiple units are sold, the Company will charge the party requesting such verification or certification the Meter Verification Fee as set forth in Schedule 300.

2. METER TESTS

The Company will test and inspect its meters from time to time and maintain their accuracy of registration in accordance with generally accepted practices and the rules and standards established by the Public Service Commission of Utah. Upon request, the Company shall promptly and without charge test the accuracy of a customer's meter.

If the meter has been tested within 12 months preceding the date of the request, the Company may require the customer to make a deposit as provided in Schedule 300. The deposit shall not exceed the estimated cost of performing the test. If the meter is found to have an error of more than two percent of the tested capacity, the deposit shall be refunded; otherwise, the deposit may be retained by the Company as a service charge. Customers shall be entitled to observe tests, and the Company shall provide test reports to customers.

In the event of a dispute, the customer may request a referee test in writing. The Commission may require the deposit of a testing fee. Upon filing of the request and receipt of the deposit, if required, the Commission shall notify the Company to arrange for the test. The Company shall not remove the meter prior to the test without Commission approval. The meter shall be tested in the presence of a Commission representative, and if the meter is found to be inaccurate by more than two percent of tested capacity, the customer's deposit shall be refunded; otherwise, it shall be retained.

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P.S.C.U. No. 46

ELECTRIC SERVICE REGULATION NO. 7 - Continued

3. BILL ADJUSTMENTS FOR METER ERROR AND FAILURE TO REGISTER

(a) Meter Error

If a meter tested is more than two percent fast, the Company shall refund to the customer the overcharge based on the corrected meter readings for the period the meter was in use, not exceeding six months, unless it can be shown that the error was due to some cause, the date of which can be fixed.

If a meter tested pursuant to this section is more than two percent slow, the Company may bill the customer for the estimated power and energy consumed but not covered by the bill for a period not exceeding six months unless it can be shown that the error was due to some cause, the date of which can be fixed.

(b) Failure to Register

If any meter fails to register correctly the amount of electric power or energy used by the Customer, the amount of such use will be estimated by the Company from the best available information. If a meter does not register, the Company may bill the customer for the estimated power and energy used but not registered for a period not exceeding three months. If the Company finds that the meter has been tampered with, the Customer shall pay for such estimated usage together with the expense for restoring the Company's equipment to its normal operating condition and correcting Company billing records.

4. MASTER METERING

(a) Master Metering Standard

(1) To the extent determined appropriate under Paragraph (2) below, master metering of electric service in the case of new buildings shall be prohibited or restricted to the extent necessary to carry out the purposes of the Public Utility Regulatory Policies Act of 1978 (P.U.R.P.A.).

(continued)

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ELECTRIC SERVICE REGULATION NO. 7 - Continued

4. MASTER METERING (continued)

- (a) Master Metering Standard (continued)
 - (2) Separate metering shall be determined appropriate for any new building for purposes of Paragraph (1) above if:
 - a. there is more than one unit in such building,
 - b. the occupant of each such unit has electric energy used in such unit, and
 - c. with respect to such portion of electric energy used in such unit, the long-run benefits to the electric consumers in such building exceed the costs of purchasing and installing separate meters in such building.

(b) Automatic Exemptions to the Master Metering Standard

Separate individual metering is not required for:

- (1) Those portions of transient multiple occupancy buildings and transient mobile home parks normally used as temporary domiciles in such buildings as hotels, motels, dormitories, rooming houses, hospitals, nursing homes and those mobile home park sections designated for travel trailers;
- (2) Residential unit space in multiple occupancy buildings where all space heating, water heating, ventilation and cooling are provided through central systems and where the electric load within each unit that is controlled by the tenant is projected to be 250 kWh or less per month and where the utility has been provided reasonable substantiation of the load projection;
- (3) Common building areas such as hallways, elevators, reception and or washroom, security lighting areas.

(continued)

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ELECTRIC SERVICE REGULATION NO. 7 - Continued

4. MASTER METERING (continued)

- (b) Automatic Exemptions to the Master Metering Standard (continued)
 - (4) Commercial unit space which is
 - a. subject to alteration with change in tenants as evidenced by temporary as distinguished from permanent type of load bearing wall and floor construction separating the commercial unit spaces, and
 - b. non-energy intensive as evidenced by connected loads other than space heating, water heating, and air-conditioning of five (5) watts or less per square foot of occupied space.

(c) Exemptions Requiring a Cost-Effectiveness Test

Cases not covered under "automatic exemptions" will be granted an exemption if they meet the cost effectiveness test guidelines described in the Utah Administrative Code R746-210-3. The burden of proof rests with the customer who seeks an exemption.

(d) Exemptions by Appeal

In the event the customer disagrees with the Company's determination of the exemption, such dispute shall be resolved by the Commission.

(e) Submetering as an Alternative to Individual Metering

Other than the exemptions listed above, there are no circumstances where submetering is an acceptable alternative to individual metering under the constraints of PURPA.

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P.S.C.U. No. 46

UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE REGULATION NO. 8

STATE OF UTAH

Billings

1. BILLING

Except where specifically stated, all electric service schedules contained in the Company's tariff set forth the rate for one (1) billing month. However, local conditions, initial billings, final billings and seasonal readings may cause billings on irregular intervals, in which case the bill will be appropriately adjusted. Except as specifically provided otherwise, the Company's rates are based on continuing service at each service location and the bill for electric service shall be calculated separately for each meter.

2. NON-RESIDENTIAL ESTIMATED BILLING

When any local condition makes it impractical to read meters at regular intervals, the Company may, at its option, read such meters at irregular intervals but not less frequently than once every twelve (12) months. Under such conditions, bills for electric service will be rendered for either the Minimum Monthly Charge set forth in the schedule or for amounts based on the Company's estimate of the Customer's use during the month. When an actual meter reading is obtained, the Company may adjust each estimated billing which has occurred since the last Company meter reading was obtained.

3. RESIDENTIAL ESTIMATED BILLING

Bills will be rendered regularly at monthly or bimonthly intervals to permanent continuous non-seasonal customers. The Company at its option may use an estimated billing procedure. If a meter reader is unable to gain access to a meter for the purpose of making an actual reading, the Company shall take appropriate additional measures in an effort to obtain an actual meter reading These measures shall include, but are not limited to, scheduling of

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42



P.S.C.U. No. 46

ELECTRIC SERVICE REGULATION NO. 8 - Continued

3. RESIDENTIAL ESTIMATED BILLING (continued)

a meter reading at other than normal business hours, making an appointment for meter reading or providing a prepaid postal card with a notice of instruction upon which an account holder may record a meter reading. In addition, when mutually agreed upon and at the Customer's expense, a remote device may be installed. If after two regular route visits access has not been achieved, the Company will notify the customer that he/she must make arrangements to have the meter read as a condition of continuing service.

If, after complying with the above provisions, the Company is unable to make an actual meter reading within a two month period, it may again render an estimated bill for the current billing cycle.

4. PAYMENT OF BILLS

All bills are payable by mail or in person at any office, pay station or collection center authorized by the Company, not later than the due date shown on the bill.

5. LATE PAYMENT CHARGE

A Late Payment Charge may be levied against any account that is not paid in full each month. This charge will be computed at a percentage specified in Schedule 300 applied to the unpaid delinquent balance brought forward on the subsequent month's bill. All payments received prior to the subsequent month's billing date, will apply to the Customer's account prior to calculating the Late Payment Charge. Those payments applied shall satisfy the oldest portion of the billing first, any other billings second and the current billing last.

6. RETURNED CHECK CHARGE

A charge, as specified in Schedule 300, may be assessed and collected by the Company for each returned check.

7. DISPUTED BILL

In disputing any part of a periodic billing statement for residential electric service, an account holder shall first attempt to resolve the issue by discussion with the Company's personnel. In response to such action by an account holder the Company's personnel will investigate any disputed issue and will attempt to resolve that issue by negotiation.

(continued)



P.S.C.U. No. 46

ELECTRIC SERVICE REGULATION NO. 8 - Continued

7. **DISPUTED BILL** (continued)

If such negotiation does not resolve the dispute, the account holder may obtain informal or formal review of the dispute as set forth in Electric Service Regulation No. 1. While an account holder is proceeding with either informal or formal review of a dispute, electric service will not be terminated provided any amounts not in dispute are paid when due.

8. BILLING ADJUSTMENTS

(a) Definitions

- (1) A "backbill" is that portion of any bill, other than a levelized bill, which represents charges not previously billed for service that was actually delivered to the customer during a period before the current billing cycle.
- (2) A catch-up bill is a bill based upon an actual reading rendered after one or more bills based on estimated or customer readings. A catch-up bill which exceeds by 50 percent or more the bill that would have been rendered under the Company's standard estimation program is presumed to be a backbill.

(b) Notice

The account holder may be notified by mail, by phone, or by a personal visit, of the reason for the backbill. This notification shall be followed by, or include a written explanation of the reason for the backbill that shall be received by the customer before the due date and be sufficiently detailed to apprise the customer of the circumstances error or condition that caused the underbilling, and, if the backbill covers more than a 24 month period, a statement setting forth the reason(s) the Company did not limit the backbill under Paragraph 8.d. below.

(c) Limitations on Rendering a Backbill

The Company shall not render a backbill more than three months after the Company actually became aware of the circumstance, error, or condition that caused the underbilling. This limitation does not apply to fraud, and theft of service limitations.

(d) Limitations of the Period for Backbilling

1) The Company shall not bill a Customer for service rendered more than 24 months before the Company actually became aware of the circumstance or error, or condition that caused the underbilling or that the original billing was incorrect.

(continued)



P.S.C.U. No. 46

ELECTRIC SERVICE REGULATION NO. 8 - Continued

8. BILLING ADJUSTMENTS (continued)

(d) Limitations of the Period for Backbilling (continued)

(2) In case of customer fraud, the Company shall estimate a bill for the period over which the fraud was perpetrated. The time limitation of Paragraph 8.d.(1) above does not apply to customer fraud situations.

(e) Payment Period

The Company shall permit the customer to make arrangements to pay a backbill without interest over a time period at least equal in length to the time period over which the backbill was assessed, unless the Company has demonstrated that the customer knew or reasonably should have known that the original billing was incorrect or in the case of fraud or theft. Interest will be accessed at the rate applied to past due accounts on all amounts not timely paid in accordance with the established arrangements.

9. OVERBILLING

(a) Standards and Criteria for Overbilling

Billing under any of the following conditions constitutes overbilling.

- (1) a meter registering more than two percent fast, or a defective meter;
- (2) use of an incorrect watthour constant;
- (3) incorrect service classification, provided that the information supplied by the customer was not erroneous or deficient:
- (4) billing based on a switched meter condition where the customer is billed on the incorrect meter.
- (5) meter turnover, or billing for a complete revolution of a meter which did not occur;
- (6) a delay in refunding payment to a customer pursuant to rules providing for refunds for line extensions;

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P.S.C.U. No. 46

ELECTRIC SERVICE REGULATION NO. 8 - Continued

9. **OVERBILLING** (continued)

(a) Standards and Criteria for Overbilling (continued)

- (7) incorrect meter reading or recording by the Company; and
- (8) incorrectly estimated demand billings by the Company.

(b) Interest Rate

- (1) The Company shall provide interest on customer payments for overbilling. The interest rate shall be the greater of the interest rate paid by the Company on customer deposits, or the interest rate charged by the Company for late payments.
- (2) Interest shall be paid from the date when the customer overpayment is made, until the date when the overpayment is refunded. Interest shall be compounded during the overpayment period.

(c) Limitations

- (1) The Company shall not be required to pay interest on overpayments if offsetting billing adjustments are made during the next full billing cycle subsequent to the receipt of the overpayment.
- (2) The Company shall be required to offer refunds, in lieu of credit, only when the amount of the overpayment exceeds \$50, or the sum of two average month's bills. However, the Company shall not be required to offer a refund to a customer having a balance owing to the Company, unless the refund would result in a credit balance in favor of the customer.
- (3) If a customer is given a credit for an overpayment, interest will accrue only up to the time at which the first credit is made, in cases where credits are applied over two or more bills.

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P.S.C.U. No. 46

ELECTRIC SERVICE REGULATION NO. 8 - Continued

9. **OVERBILLING** (continued)

(c) Limitations (continued)

- (4) The Company shall not be required to make a refund of, or give a credit for, overpayments which occurred more than 24 months before the customer submitted a complaint to the Company or the Commission, or the Company actually became aware on an incorrect billing which resulted in an overpayment.
- (5) In cases when the Company can show or demonstrate before the Commission that a customer knew or reasonably should have known an overpayment to be incorrect, the Company shall not be required to pay interest on the over payment.
- (6) Disputes regarding the level or terms of the refund or credit are subject to the informal and formal review procedures of the Utah Public Service Commission.



P.S.C.U. No. 46

UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE REGUATION NO. 9

STATE OF UTAH

Deposits

1. **DEPOSITS**

In accordance with the conditions stated below, the Company may require from its Customers a security deposit intended to guarantee payment of bills. The deposit may be in addition to any advance contribution or guarantee in connection with construction of lines or facilities as provided for in the extension policy of the Company as stated in the Company's Electric Service Regulation No. 12.

(a) Non-residential Customers

The Company may require at any time from any Non-Residential Customer a security deposit intended to guarantee payment of bills. Such deposit shall not exceed the amount of an estimated average 90 days bill at the premises. The Company will accept a guarantee satisfactory to the Company, or a bond or irrevocable letter of credit from a bank, insurance company, or bond company of equal value in place of the security deposit.

(b) Residential Customers

In accordance with the conditions specified below, some Residential Customers may be required to make security deposits. An applicant for electric service shall have the right to pay a security deposit in at least three equal monthly installments provided that the first installment is paid at the time of application. The amount of the deposit is specified in Schedule 300. The Company may apply to the Public Service Commission of Utah for an exemption to the deposit criteria specified in Schedule 300 to allow the Company to charge a larger security deposit than the amount specified in Schedule 300.

(continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 04-035-42

P.S.C.U. No. 46

ELECTRIC SERVICE REGULATION NO 9 - Continued

1. **DEPOSITS** (continued)

- (b) Residential Customers (continued)
 - (1) Customers Applying for Residential Electric Service.

A security deposit will be required from any prospective Customer applying for residential service meeting one of the following criteria:

- a. Has engaged in subterfuge or furnished false credit information.
- b. Fails to provide the following information:
 - (i) Customer name
 - (ii) Service address
 - (iii) Previous address
 - (iv) Social security number, driver's license number, or a government issued picture identification
 - (v) Name of a relative, relationship, and phone number; or Personal reference and phone number
 - (vi) Employer phone number, if employed
 - (vii) If renting, the owner or manager of the premises at the service address and phone number (if available) or the address or P.O Box of the owner or manager.
- c. Has been a Customer of the Company and left a premises with an unpaid delinquent account.

A third-party guarantee as provided in Paragraph (5) below, a bond or irrevocable letter of credit from a bank, insurance company, or bond company to insure payment for electric service, or a letter of credit from the electric utility from which the Customer has received service within the past 24 months shall be acceptable in lieu of a deposit.

(continued)



P.S.C.U. No. 46

ELECTRIC SERVICE REGULATION NO 9 - Continued

1. **DEPOSITS** (continued)

(b) Residential Customers (continued)

(2) Current Residential Customers

In addition to deposits which may be required pursuant to Paragraph 3. (Non-Payment of Bills) below, a deposit may be required from any Residential Customer who has been connected less than one year and is subject to termination and a ten (10) day written notice of disconnection has been issued. A current Residential Customer will be allowed to pay the security deposit in at least three equal monthly installments. Prior to termination, the Company will not require a deposit from a Customer who is in compliance with his obligations under a deferred payment agreement (which includes remaining current on his bill), or if the bill is brought current.

(3) Waiver of Security Deposit

The security deposit requirement shall be waived for those Residential Customers granted relief from winter termination pursuant to the Commission's affidavit procedure as established in Commission Orders issued on November 2, 1984 in Case No. 82-999-17, and on February 6, 1985 in Case No. 84-999-12 for the period of the moratorium (see also Utah Code Annotated §62A-10-201 et seq.). The security deposit requirement shall also be waived for any residential Customer who makes application and qualifies for the HEAT program, as determined by the Department of Human Services, during the period of the moratorium. (HEAT is a program which makes Federal funds available through the Department of Human Services to low-income households to assist with home energy bills.) The Company may challenge a Customer's right to such waivers in specific cases where circumstances indicate that the Customer has obtained service by means of theft or engaged in other similar conduct. All such cases must be decided by the Commission.

(continued)

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P.S.C.U. No. 45

ELECTRIC SERVICE REGULATION NO 9 - Continued

1. **DEPOSITS** (continued)

(b) Residential Customers (continued)

(4) Contributions from Third-Party Sources

Monies received by the Company from third-party sources (such as HEAT, REACH, SHARE, identifiable contributions from religious organizations, or other similar public assistance programs) to aid a Customer in the payment of electric service billings shall not be applied toward the payment of a security deposit, but shall be applied to reduce the cost of the home electric service received.

(5) Third-Party Guarantees

Third-party guarantees in lieu of security deposits shall be permitted from qualified guarantors. The Company shall consider a guarantor of residential service qualified if the guarantor is a current Customer of the Company and has not received a ten (10) day written notice of disconnection within the last 12 months.

2. INTEREST

Simple interest, computed from the date of deposit at the rates specified in Schedule 300, will be paid by the Company upon all such deposits. Deposits with accrued interest, if any, will be repaid at the end of twelve (12) months or sooner at the option of the Company unless the Customer has received a ten (10) day written notice of disconnection within the last 12 months. Upon final settlement of Customer's account, any unused balance of deposit with accrued interest, if any, will be returned to Customer less such amount as shall then be due the Company by the Customer for service rendered. Interest on Customer's deposit shall cease upon discontinuance for any reason of Customer's service.

3. NON-PAYMENT OF BILLS

A customer or former customer of the Company, whose service was terminated for non-payment of a delinquent account or deposit where required, or who left a premises with a delinquent account, will be required to make payment of all amounts remaining unpaid from previous service in addition to a deposit as specified in Paragraph 1. (Deposits) in this Rule. Such applicant will be allowed to pay the security deposit in at least three equal monthly installments provided that the first installment is paid at the time of application.

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P.S.C.U. No. 46

ELECTRIC SERVICE REGULATION NO. 10

UTAH POWER & LIGHT COMPANY

STATE OF UTAH

Termination of Service and Deferred Payment Agreement

1. TERMINATION OF SERVICE TO NON-RESIDENTIAL CUSTOMERS

If a Customer violates the conditions under which the Company supplies service under the Service Agreement and these Service Regulations, or if he fails upon request from the Company to pay an unsecured bill for service, the Company may discontinue service upon not less than five (5) business days advance written notice stating the cause of such discontinuance, delivered to the Customer and to the premises to which service is supplied. In addition, the Company reserves the right to discontinue service upon notice for any of the following reasons:

- (a) For the use of electricity for any property or purpose other than that described in the application made therefor.
- (b) Under any flat rate service, for addition to such property or fixtures, or increase in the use to be made of electricity.
- (c) For failure to maintain in good order service entrance facilities or equipment owned by the Customer.
- (d) For tampering with any service wires, meter, seal, or any other facilities of the Company.
- (e) In case the Customer vacates premises either permanently, with or without notice to the Company, or temporarily with notice to the Company to stop service for the vacation period.

(continued)

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P.S.C.U. No. 46

ELECTRIC SERVICE REGULATION NO. 10 - Continued

1. TERMINATION OF SERVICE TO NON-RESIDENTIAL CUSTOMERS (continued)

- (f) For use of equipment which adversely affects the Company's service to its other Customers.
- (g) For refusal of reasonable access to property to the agent or employee of the Company for the purpose of inspecting the facilities or for testing, reading, maintaining or removing meters.
- **(h)** For fraudulent use of service.

Five (5) business days advance written notice will be given the Customer before service is discontinued under this provision, except in the case of danger to life or property, when the Company may discontinue service without notice.

2. TERMINATION OF SERVICE TO RESIDENTIAL CUSTOMERS

(a) Delinquent Account

A residential utility service bill which has remained unpaid beyond the statement due date is a delinquent account. When an account is a delinquent account, the Company, before termination, will issue a written late notice to inform the account holder of the delinquent status. A late notice or reminder notice will include the following information:

- (1) A statement that the account is a delinquent account and should be paid promptly; and
- (2) A statement that the Customer should call the Company, if he/she has any question concerning the account; and
- (3) A statement of the delinquent account balance, using a term such as "delinquent account balance."

Where the account holder responds to a late notice or reminder notice the Company will investigate any disputed issue and will attempt to resolve that issue by negotiation. During this investigation and negotiation no other action shall be taken to terminate electrical service if the account holder pays the undisputed portion of the account.

(continued)

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P.S.C.U. No. 46

ELECTRIC SERVICE REGULATION NO. 10 - Continued

2. TERMINATION OF SERVICE TO RESIDENTIAL CUSTOMERS (continued)

(a) Delinquent Account (continued)

A copy of the "Customer's Statement of Rights and Responsibilities" will be issued to the account holder with the first notice of impending service disconnection.

(b) Reasons for Termination

- (1) Residential utility service may be terminated for the following reasons:
 - a. Nonpayment of a delinquent account; or
 - b. Nonpayment of a deposit where required; or
 - c. Failure to comply with the terms of a deferred payment agreement or Commission order; or
 - d. Unauthorized use of or diversion of residential utility service, or tampering with wires, meters, or other equipment; or
 - e. Subterfuge or deliberately furnishing false information for the purpose of obtaining utility service; or
 - f. Failure to provide access to meter during the regular route visit to the premises following proper notification and opportunity to make arrangements in accordance with Regulation No. 8.
- (2) The following are insufficient grounds for termination of service:
 - a. A delinquent account, accrued prior to the commencement of a divorce or separate maintenance action in the courts, in the name of a former spouse, cannot be the basis for termination of the current account holder's service.

(continued)



P.S.C.U. No. 46

ELECTRIC SERVICE REGULATION NO. 10 - Continued

2. TERMINATION OF SERVICE TO RESIDENTIAL CUSTOMERS (continued)

(b) Reasons for Termination (continued)

- b. Cohabitation of a current account holder with a delinquent account holder who was previously terminated for non-payment, unless the current and delinquent account holders also cohabited during the time the delinquent account holder received electric service, whether such service was received at the current account holder's present address or another address.
- c. Where the delinquent account balance is less than \$25.00, unless no payment has been made for two months.
- d. Failure to pay any amount in bona fide dispute before the Commission.
- e. Payment delinquency for third party services billed by the Company, unless prior approval is obtained from the Commission.

(c) Restrictions upon Termination During Serious Illness

Residential electric service may not be terminated and will be restored if terminated where such termination will cause or aggravate a serious illness or infirmity of a person living in the residence. Upon receipt of a physician's statement, either on a form obtained from the Company or on the physician's letterhead stationery, identifying the health infirmity or potential health hazard, the Company will continue or restore service for the period set forth in the physician's statement or one month, whichever is less; provided, however, that the person whose health is threatened or illness aggravated may petition the Commission for an extension of time. During the period of continued service, the account holder is liable for the cost of residential utility service. However, no action to terminate the service may be undertaken until expiration of the period of continued service.

(continued)

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ELECTRIC SERVICE REGULATION NO. 10 - Continued

2. TERMINATION OF SERVICE TO RESIDENTIAL CUSTOMERS (continued)

(d) Restrictions upon Termination to Residences with Life Supporting Equipment

The Company will not terminate residential electric service to a residence in which the account holder or a resident is known by the Company to be using an iron lung, respirator, dialysis machine, or other life-supporting equipment, without specific prior approval by the Public Service Commission. Any account holder eligible for such protection can obtain it by filing a written notice with the Company. Thereupon, the Company will mark and identify all meter boxes where such equipment is used.

(e) Payments for HEAT program

The Company will not discontinue residential electric service to a low-income household for at least 30 days after receipt of utility payment from the state program on behalf of the low-income household.

(f) Termination Without Notice

The Company may terminate service without notice where, in its judgment, a clear emergency or serious health or safety hazard exists for so long as such conditions exist, or where there is unauthorized use of or diversion of residential electric service or tampering with wires, meters, or other equipment owned by the Company. The Company will immediately attempt to notify the Customer of the termination and the reasons therefor.

(g) Notice of Proposed Termination

At least 10 calendar days prior to a proposed termination of residential electric service, the Company will give written notice of disconnection for nonpayment to the account holder. The 10-day time period is computed from the date the bill is postmarked. The notice will be given by first class mail or delivery to the premises and will contain a summary of the following information:

- (1) A statement of the Customer's Rights and Responsibilities under existing state law and Commission regulations;
- (2) The Commission-approved policy on termination for the Company;

(continued)

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P.S.C.U. No. 46

ELECTRIC SERVICE REGULATION NO. 10 - Continued

2. TERMINATION OF SERVICE TO RESIDENTIAL CUSTOMERS (continued)

- (g) Notice of Proposed Termination (continued)
 - (3) The availability of deferred payment agreements and sources of possible financial assistance including but not limited to all state and federal energy assistance programs;
 - (4) Informal and formal procedures to dispute bills and to appeal adverse decisions, including the Commission's address and telephone number;
 - (5) Specific steps that may be taken by the consumer to avoid termination (to be printed in a conspicuous fashion);
 - (6) The date on which payment arrangements must be made to avoid termination; and
 - (7) A conspicuous statement, in Spanish, that the notice is a termination notice and that the Company has a Spanish edition of its Customer information pamphlet and whether it has personnel available during regular business hours to communicate with Spanish-speaking Customers.

At least 48 hours prior to the time when termination of service is scheduled, the Company will make good faith efforts to notify the Customer or an adult member of the household, by mail, by telephone or by a personal visit to the residence of the scheduled termination. If personal notification has not been made either directly by the Company or by the Customer in response to a mailed notice, the Company will leave written termination notice at the residence. Personal notification, such as a visit to the residence or telephone conversation with the termination party, is required only during winter months (October 1 through March 31). All other months of the year, the mailed 48-hour notice can be the final notice prior to the termination.

(continued)

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P.S.C.U. No. 46

ELECTRIC SERVICE REGULATION NO. 10 - Continued

2. TERMINATION OF SERVICE TO RESIDENTIAL CUSTOMERS (continued)

(g) Notice of Proposed Termination (continued)

If termination of service is not accomplished within fifteen business days following the 48-hour notice, the Company will follow the above procedures for another 48-hour notice.

The Company will send duplicate copies of 10-day termination notices to a third party designated by the account holder and will make reasonable efforts to personally contact the third party designated by the account holder before termination occurs, if the third party resides within its service area. The Company will inform its account holders of the third-party notification procedure at the time of application for service and at least once each year.

For all residential premises including Master-Metered apartment dwellings where a person other than the occupant is the account holder and that fact is known to the Company, the Company will post a notice of proposed termination on the premises in a conspicuous place and will make reasonable efforts to give actual notice to the occupants by personal visits or other appropriate means at least five calendar days prior to the proposed termination. The posted notice shall contain the information specified above. This notice provision applies to residential premises where the account holder has requested termination in addition to premises for which the account holder has a delinquent bill. If nonpayment is the basis for the termination, the Company shall also advise the tenants that they may continue to receive electric service for an additional 30 days by paying the charges due for the 30-day period just past.

(h) Termination Hours

Upon expiration of the notice of proposed termination, the Company may terminate residential utility service. Except in cases of service diversion or for safety considerations, electric service shall not be disconnected between Thursday at 4:00 p.m. and Monday at 9:00 a.m. or on legal holidays recognized by the State of Utah, or at any other time the Company's business offices are not open for business. Service may be disconnected only between the hours of 9:00 a.m. and 4:00 p.m.

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P.S.C.U. No. 46

ELECTRIC SERVICE REGULATION NO. 10 - Continued

2. TERMINATION OF SERVICE TO RESIDENTIAL CUSTOMERS (continued)

(i) Customer-Requested Termination

The Customer shall advise the Company at least three days in advance of the day on which he wants service disconnected to his/her residence. A Customer who is not an occupant at the residence for which termination is requested shall advise the Company at least ten days in advance of the day on which he wants service disconnected and sign an affidavit that he is not requesting termination as a means of evicting his/her tenants. Alternatively, such Customer may sign an affidavit that there are no occupants at the residence for which termination is requested and thereupon the disconnection may occur within four days of the requested disconnection date. Upon a request by a Customer to the Company to disconnect service, the Company shall disconnect the service within four working days of the requested disconnect date. The Customer shall not be liable for any services rendered to or at such address or location after the expiration of such four days.

(j) Load Limiter as a Substitute for Termination

The Company may, at its option but only with the Customer's consent, install a Load Limiter as an alternative to terminating electric service for non-payment of a delinquent account or for failure to comply with the terms of a deferred payment agreement or Commission order. All conditions precedent to the termination of electric service must be met prior to the installation of a Load Limit. Any dispute about the level of load limitation is subject to the informal review procedure discussed in Electric Service Regulation No. 1.

3. FIELD VISIT CHARGE

The Company may assess the customer the Field visit Charge shown on Schedule 300 whenever the Company is required to visit the service address, intending to disconnect or reconnect service, but due to Customer action the Company does not complete the disconnection or reconnection at the time of the visit. The employee accepting payment for a delinquent account at the service address will not dispense change for payment tendered in excess of the amount due or owing. Any excess payment shall be credited to the Customer's account.

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ELECTRIC SERVICE REGULATION NO. 10 - Continued

4. TAMPERING/UNAUTHORIZED RECONNECTION CHARGE – APPLICABLE TO ALL CUSTOMERS

Where Company's facilities have been tampered with or where reconnection of service has been made by other than Company Personnel a Tampering / Unauthorized Reconnection Charge may be collected as specified in Schedule No. 300. This charge is not a waiver of the Company's right to recover revenue losses due to tampering and cost of restoration given in Electric Service Regulation 7, Section 3(b).

5. RE-ESTABLISHMENT OF SERVICE - APPLICABLE TO ALL CUSTOMERS

If service to the Customer is terminated under the provisions of Section 1 or 2 above, the Customer shall pay or agree under the terms of a deferred payment agreement, if applicable, to pay the Company the costs of discontinuing and re-establishing service as specified in Schedule 300 before service is re-established.

The re-establishment fee shall be waived if the Company terminated electric service because of a clear emergency or the existence of a serious health or safety hazard resulting from conditions or circumstances beyond the control of the Customer, or in cases where termination of service is not performed in accordance with the provisions of the Company's Electric Service Regulations.

The right to discontinue service for any of the reasons and under the conditions stated in Section 1 or 2 above may be exercised whenever and as often as such reasons may occur, and neither delay nor omission on the part of the Company to enforce these rules at any one or more times shall be deemed a waiver of its right to enforce the same at any time, so long as the reason continues. The Company has the right to employ or pursue all legal methods to ensure collections of obligations due it.

The Company will restore service only when all of the following conditions are met:

- (a) The cause of the discontinuance has been removed if that cause was for any reason other than for the nonpayment of proper charges when due.
- (b) The Customer has paid all proper charges which are due, including the reconnection charge, except that residential Customers, if qualified, may meet this requirement:

(continued)

P.S.C.U. No. 46

ELECTRIC SERVICE REGULATION NO. 10 - Continued

5. RE-ESTABLISHMENT OF SERVICE - APPLICABLE TO ALL CUSTOMERS (continued)

- (1) By entering into a deferred-payment agreement under the terms and conditions set forth in section **5. RESIDENTIAL DEFERRED PAYMENT AGREEMENT** below; or
- (2) If failure to restore service will cause or aggravate a serious illness or infirmity of a person living in the residence as provided in paragraph 2.(c) Restrictions upon Termination During Serious Illness of this regulation; or
- (3) If service was discontinued for nonpayment prior to the time the moratorium takes effect, service shall be restored during the period of the moratorium (November 15 to March 15) if the Customer meets the requirements of Utah Code Annotated Section 62A-10-201 and the Customer has entered into a deferred payment agreement with the Company as to arrearages.

6. RESIDENTIAL DEFERRED PAYMENT AGREEMENT

An applicant or account holder who is unable to pay a delinquent account balance on demand has the right to receive residential electric service under a deferred payment agreement. Personnel will be available 24 hours per day, each day, to reconnect residential electric service, provided that, prior to reconnection, the account holder pays the delinquent account balance or if unable to do so at that time agrees to negotiate and execute a deferred payment agreement and to pay the first installment by visiting the Company's business office within 48 hours after service has been reconnected. A written copy of the deferred payment agreement shall be given to the Customer.

The applicant or account holder has the right to set the amount of the equal monthly installment of a deferred payment agreement, provided, however, that the full amount of the delinquent balance plus interest shall be paid within twelve months and provided that the account holder agrees to make an initial payment not less than the amount of the monthly installment. The account holder shall have the right to pay the outstanding balance due under a deferred payment agreement at any time during the term of the agreement. When negotiating a

(continued)

P.S.C.U. No. 46

Original Sheet No. 10R.11

ELECTRIC SERVICE REGULATION NO. 10 - Continued

6. RESIDENTIAL DEFERRED PAYMENT AGREEMENT (continued)

deferred payment agreement the account holder shall agree to promptly pay all current bills for residential electric service plus the monthly installment necessary to liquidate the delinquent bill or to pay a budget billing amount set by the Company plus the monthly deferred payment agreement. The account holder has the option to include in the deferred payment agreement the amount of the current month's bill plus any reconnection charges in the total amount to be paid over the term of the deferred payment agreement. The deferred payment agreement may include a finance charge specified in Schedule 300 and will contain notice of this charge.

If an applicant or account holder breaches any condition or term of the deferred payment agreement, the Company may treat that breach as a delinquent account and shall have the right to terminate electric service pursuant to this regulation, and the account holder shall not have the right to renewal of the deferred payment agreement. Renewal of deferred payment agreements after breach shall be at the option of the Company.





UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE REGULATION NO. 11

STATE OF UTAH

Taxes

1. TAXES

In the event any Government authority imposes any franchise, occupation, sales, license, excise, business activities, or other tax or charge of any kind or nature, including but not limited to taxes or charges based upon meters or Customers, or the price of or the revenue from electric energy or service sold, the applicable pro rata share of the tax will be separately itemized and billed to all Customers in the area or locality in which such tax or charge applies.

2. STATE SALES TAX

In addition to franchise, occupation, license, business activity and other locally imposed taxes, state sales tax levies in effect will be added to each Customer's electric service bill as a part of the effective rate, separately itemized.

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UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE REGULATION NO. 12

STATE OF UTAH

Line Extensions

1. CONDITIONS AND DEFINITIONS

- (a) Contracts -- Before building an Extension, the Company may require the Applicant to sign a contract. Where a tenant occupies the service location, the Company may require the property owner to sign the contract.
- (b) Contract Minimum Billing -- The Contract Minimum Billing is the greater of: (1) the Customer's monthly bill; or (2) 80% of the Customer's monthly bill plus the Facilities Charges. Customers on a seasonal rate receive an annual Contract Minimum Billing of the greater of (1) the Customer's annual bill; or (2) 80% of the Customer's annual bill plus the Annual Facilities Charge. The Annual Facilities Charge is twelve (12) times the Facilities Charges. Contract Minimum Billings begin on the date service is first made available by the Company, unless a later date is mutually agreed upon. The Applicant or subsequent Customer(s) shall pay the contract minimum billing as specified by this rule.
- **Engineering Costs** -- The Company includes designing, engineering and estimating in its Extension Costs. The Company may require the Applicant to advance the Company's estimated Engineering Costs, but not less than \$200. The Company will apply this advance payment to its Extension Costs. If the Extension Allowance exceeds the Extension Costs, the Company will refund the excess up to the amount of the Applicant's or Customer's advance.

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P.S.C.U. No. 46

ELECTRIC SERVICE REGULATION NO. 12 - Continued

1. CONDITIONS AND DEFINITIONS (continued)

(c) Engineering Costs (continued)

If the Applicant requests changes that require additional estimates, the Applicant must advance the Company's estimated Engineering Costs, but not less than \$200 for each additional estimate. The Company will not refund or credit these payments.

- (d) Extension Allowance -- The Extension Allowance is the portion of the Extension that the Company may provide, or allow, without cost to the Applicant. The portion will vary with the class of service that the Applicant requests and shall not exceed the Extension Cost. The Extension Allowance does not include additional costs resulting from: additional voltages; duplicate facilities; additional points of delivery; or any other Applicant requested facilities that add to, or substitute for, the Company's standard construction methods or preferred route. The Extension Allowance is not available to Customers receiving electric service under special pricing contracts.
- **Extension Costs** -- Extension Costs are the Company's total costs for constructing an Extension using the Company's standard construction methods, including services, transformers and meters, labor, materials and overhead charges.
- **Extension Limits** -- The provisions of this Regulation apply to Extensions that require standard construction and will produce sufficient revenues to cover the ongoing costs associated with them. The Company will construct Extensions with special requirements or limited revenues under the terms of special contracts.

Examples of special requirements include, but are not limited to, unusual costs incurred for obtaining rights-of-way, overtime wages, use of special equipment and facilities, accelerated work schedules to meet the Applicant's request, or non-standard construction requirements.

(continued)

P.S.C.U. No. 46

ELECTRIC SERVICE REGULATION NO. 12 - Continued

1. CONDITIONS AND DEFINITIONS (continued)

- **(g) Facilities Charges** -- The Facilities Charges are those costs associated with the ownership, operation and maintenance of facilities built to provide service and are in addition to rate schedule billings. Schedule 300 specifies the Facilities Charges.
- (h) Recreational Residential Service -- Geographical areas where, in the Company's judgment, the majority of the dwellings are or will be recreational dwellings shall be designated Recreational Residential Service areas. Recreational dwellings are single unit residential dwellings which are or will be used primarily for recreational or vacation purposes, are not the primary residence of the occupants, and are not generally occupied on a continuous basis.
- **Restrictions** -- An Extension of the Company's facilities is subject to these regulations and other rules and restrictions. These may include but are not limited to: laws of the United States; State law; executive and administrative proclamations; Commission orders or regulations; or, any lawful requirement of a governmental body.
- **Routes, Easements and Rights-of-Way** -- The Company will select the route of an Extension in cooperation with the Applicant. The Applicant must pay all costs of complete unencumbered rights-of-way, easements, or licenses to use land, and for any preparation or clearing the Company may require. The Applicant may acquire and prepare these in a form acceptable to the Company, or if requested by the Applicant, the Company will do so at the Applicant's expense.
- **(k)** Regulations Previously in Effect -- Regulation changes do not modify existing Extension contracts. If a Customer advanced funds for an Extension under a regulation or a contract previously in effect, the Company will make refunds for additional Customers as specified in the previous regulation or contract.
- (l) Service Conductors -- The secondary-voltage conductors extending from the pole line, the underground secondary-voltage main, a secondary-voltage transformer, or a secondary-voltage switch cabinet to the Point of Delivery.

(continued)



P.S.C.U. No. 46

ELECTRIC SERVICE REGULATION NO. 12 - Continued

2. RESIDENTIAL EXTENSIONS

(a) Extension Allowances

The Extension Allowance for permanent single residential applications is \$1100. The Extension Allowance for a residential application in a planned development where secondary voltage service is available at the lot line is \$350. The Applicant must advance the costs exceeding the Extension Allowance prior to the start of construction.

(b) Additional Customers, Advances and Refunds

A Customer that pays for a portion of the construction of an Extension may receive refunds if additional Customers connect to the Extension. The Customer is eligible for refunds during the first five years following construction of an Extension for up to three additional Customers. Each of the next three Customers utilizing any portion of the initial Extension must pay the Company, prior to connection, 25% of the cost of the shared facilities. The Company will refund such payments to the initial Customer.

(c) Contracts

The Company will make Extensions for Remote, Seasonal and Recreational Residential Service according to a written contract. The Applicant shall pay a Contract Minimum Billing for as long as service is taken, but in no case more than 15 years nor less than five years.

Additional Applicants must also contract to pay a Contract Minimum Billing for as long as service is taken, but not to exceed 15 years, and share the Facilities Charges of the existing Customers.

(d) Three Phase Residential Service

Where three-phase residential service is requested, the Applicant shall pay the difference in cost between single-phase and three-phase service.

(e) Underground Extensions

The Company will construct Extensions underground when requested by the Applicant or if required by local ordinance or conditions. The Applicant shall provide all trenching and backfilling, imported backfill material, conduits, and equipment foundations that the Company requires for the Extension.

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P.S.C.U. No. 46

ELECTRIC SERVICE REGULATION NO. 12 - Continued

2. RESIDENTIAL EXTENSIONS (continued)

(e) Underground Extensions (continued)

If the Applicant requests, the Company will provide and install these items at the Applicant's expense. The Applicant must also pay for the conversion of any existing overhead facilities to underground, under the terms of Section 6 of this Regulation.

3. NONRESIDENTIAL EXTENSIONS

(a) Extension Allowances - Delivery at 46,000 Volts and above

The Company will grant Customers taking service at 46,000 Volts or above an Extension Allowance of the metering necessary to measure the Customer's usage.

The Customer must pay a Contract Minimum Billing for as long as service is taken, but in no case more than 15 years.

(b) Extension Allowances - Delivery at less than 46,000 Volts

(1) 1,000 kW or less

The Company will grant Nonresidential Applicants requiring 1,000 kW or less an Extension Allowance of up to sixteen times the estimated monthly revenue the Applicant will pay the Company. The Applicant must advance the costs exceeding the Extension Allowance prior to the start of construction.

The Company may require the Customer to pay a Contract Minimum Billing for five years.

(2) Over 1,000 kW

The Company will grant Nonresidential Applicants requiring more than 1,000 kW an Extension Allowance of up to sixteen times the estimated monthly revenue the Applicant will pay the Company.

For extensions to customers taking delivery at less than 46,000 Volts but which include facilities at 46,000 Volts or higher as part of the extension, some or all of the estimated revenue may be allocated to the higher voltage facilities. The Company will grant an Extension Allowance of up to 20 times the estimated monthly revenue allocated to the higher voltage facilities.

(continued)

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ELECTRIC SERVICE REGULATION NO. 12 - Continued

3. NONRESIDENTIAL EXTENSIONS (continued)

(2) Over 1,000 kW (continued)

The Applicant must advance the costs exceeding the Extension Allowance. Fifty percent of the advance is due when the contract is executed with the remaining balance due upon completion of the Extension.

The Customer must pay a Contract Minimum Billing for as long as service is taken, but in no case more than 15 years.

If service is terminated within the first 10 years, the Customer must pay a termination charge equal to the Extension Allowance less 1/10th of the allowance for each year service was taken.

(3) Remote Service

The Company will grant Applicants for Remote Nonresidential Service an Extension Allowance of up to sixteen times the estimated monthly revenue the Applicant will pay the Company. The Applicant must advance the costs exceeding the Extension Allowance prior to the start of construction. The Applicant must also pay a Contract Minimum Billing and termination charge as appropriate for the applicable kW size as given above.

(c) Additional Customers, Advances and Refunds – All Voltages

(1) Initial Customer - 1,000 kW or less

A Customer that pays for a portion of the construction of an Extension may receive refunds if additional Customers connect to the Extension. The Customer is eligible for refunds during the first five years following construction of an Extension for up to three additional Customers. Each of the next three Customers utilizing any portion of the initial Extension must pay the Company, prior to connection, 25% of the cost of the shared facilities. The Company will refund such payments to the initial Customer.

(continued)

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ELECTRIC SERVICE REGULATION NO. 12 - Continued

3. NONRESIDENTIAL EXTENSIONS (continued)

(c) Additional Customers, Advances and Refunds (continued)

(2) Initial Customer - over 1,000 kW

A Customer that pays for a portion of the construction of an Extension may receive refunds if additional Customers connect to the Extension. The Customer is eligible for refunds during the first five years following construction of an Extension for up to three additional Customers. Each of the next three Customers utilizing any portion of the initial Extension must pay the Company, prior to connection, a proportionate share of the cost of the shared facilities. The Company will refund such payments to the initial Customer.

Proportionate Share = $(A + B) \times C$

Where:

A = [Shared footage of line] x [Average cost per foot of the line]

B = Cost of the other shared distribution equipment, if applicable

C = [New additional connected load]/[Total connected load]

(3) Adjustment of Contract Minimum Billing

Additional Customers also must share the Facilities Charges of the existing Customers. The Company will allocate the Facilities Charges in the same manner used for allocating the original advance.

(continued)

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ELECTRIC SERVICE REGULATION NO. 12 - Continued

3. NONRESIDENTIAL EXTENSIONS (continued)

(d) Underground Extensions

The Company will construct Extensions underground when requested by the Applicant or if required by local ordinance or conditions. The Applicant must pay for the conversion of any existing overhead facilities to underground, under the terms of Section 6 of this Regulation. The Applicant must provide all trenching and backfilling, imported backfill material, conduits, and equipment foundations that the Company requires for the Extension. If the Applicant requests, the Company will provide these items at the Applicant's expense.

4. EXTENSIONS TO PLANNED DEVELOPMENTS

(a) General

Planned developments, including subdivisions and mobile home parks, are areas where groups of buildings or dwellings may be constructed at or about the same time. The Company will install facilities in developments before there are actual Applicants for service under the terms of a written contract.

(b) Allowances and Advances

For nonresidential developments the Developer must pay a non-refundable advance equal to the Company's estimated installed costs to make primary service available to each lot.

For residential developments the Company will provide the Developer a maximum Extension Allowance of \$750 for each lot. The Developer must pay a non-refundable advance for all other costs to make secondary voltage service available to each lot. The Developer may be required to pay a refundable advance equal to the Extension Allowance.

For both nonresidential and residential developments the Company may require the Developer to pay for facilities to provide additional service reliability or for future development.

(continued)

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ELECTRIC SERVICE REGULATION NO. 12 - Continued

4. EXTENSIONS TO PLANNED DEVELOPMENTS (continued)

(c) Refunds

The Company will make no refunds for facilities installed within a development. However, a developer may receive refunds on an advance paid for a new Extension to the development, if additional Customers connect to that Extension outside the development. The Developer is eligible for these refunds during the first five years following construction of the Extension for up to three additional Customers. Each of these Customers must pay the Company, prior to connection, 25% of the cost of the shared facilities. The Company will refund such payments to the Developer.

(d) Underground Extensions

The Company will construct Extensions underground when requested by the Developer or required by local ordinances or conditions. The Developer must pay for the conversion of any existing overhead facilities to underground, under the terms of Section 6 of this Regulation. The Developer must provide all trenching and backfilling, imported backfill material, conduits, and equipment foundations that the Company requires. If the Developer requests, the Company will provide these items at the Developer's expense.

5. EXTENSION EXCEPTIONS

(a) Applicant Built Line Extensions

(1) General

An Applicant may contract with someone other than the Company to build an Extension. The Applicant must contract with the Company before starting construction of an Extension. When the Applicant has completed construction of the Extension and the Company approves it, the Company will connect it to the Company's facilities and assume ownership.

(continued)

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ELECTRIC SERVICE REGULATION NO. 12 - Continued

5. EXTENSION EXCEPTIONS (continued)

(a) Applicant Built Line Extensions (continued)

(2) Liability and Insurance

The Applicant assumes all risks for the Construction of an Applicant Built Line Extension. Before starting construction, the Applicant must furnish a certificate naming the Company as an additional insured for a minimum of \$1,000,000. The Applicant may cancel the policy after the Company accepts ownership of the Extension.

(3) Advance for Design, Specifications, Material Standards and Inspections

The Applicant must advance the Company's estimated costs for design, specifications, material standards and inspections. When the Applicant has completed construction, the Company will determine the actual costs for inspections and may adjust that portion of the Applicant's advance. If the actual costs exceed the Applicant's advance, the Applicant must pay the difference before the Company will accept and energize the Extension. If the actual costs are less than the Applicant's advance, the Company will refund the difference.

The Company will estimate the frequency of inspections and convey this to the Applicant prior to the signing of the contract. For underground Extensions, the Company may require that an inspector be present whenever installation work is done.

(4) Construction Standards

The Applicant must construct the Extension in accordance with the Company's design, specifications, and material standards and along the Company's selected route. Otherwise, the Company will not accept or energize the Extension.

(continued)

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ELECTRIC SERVICE REGULATION NO. 12 - Continued

5. EXTENSION EXCEPTIONS (continued)

(a) Applicant Built Line Extensions (continued)

(5) Transfer of Ownership

Upon approval of the construction, the Company will assume ownership of the Extension. The Applicant must provide the Company unencumbered title to the Extension.

(6) Rights-of-Way

The Applicant must provide to the Company all required rights-of-way, easements and permits in accordance with paragraph 1.(j). in this Regulation.

(7) Contract Minimum Billing

The Company may require the Applicant to pay a Contract Minimum Billing as defined in paragraph 1.(b) in this Regulation.

(8) Deficiencies in Construction

If, within 24 months of the time the Company energized the Extension, it determines that the Applicant provided deficient material or workmanship, the Applicant must pay the cost to correct the deficiency.

(9) Line Extension Value

The Company will calculate the value of an Extension using its standard estimating methods. The Company will use the Extension Value to calculate Contract Minimum Billings, reimbursements, and refunds.

(10) Line Extension Allowance

After assuming ownership, the Company will calculate the appropriate Extension Allowance. The Company will then reimburse the Applicant for the construction costs covered by the Extension Allowance, less the cost of any Company provided equipment or services, but in no case more than the Line Extension Value.

(continued)

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ELECTRIC SERVICE REGULATION NO. 12 - Continued

5. EXTENSION EXCEPTIONS (continued)

(b) **Duplicate Service Facilities**

The Company will furnish Duplicate Service Facilities if the Customer advances the estimated costs for facilities in excess of those which the Company would otherwise provide. The Customer also must pay Facilities Charges for the Duplicate Facilities for as long as service is taken, but in no case more than 15 years nor less than five years.

(c) Emergency Service

The Company will grant Applicants requesting Emergency Service an Extension Allowance equal to the estimated increase in annual revenue the Applicant will pay the Company. The Applicant must advance the costs exceeding the Extension Allowance prior to the start of construction. The Applicant must also pay a Contract Minimum Billing for as long as service is taken, but in no case more than 15 years nor less than five years.

(d) Highly Fluctuating Loads

The Company will furnish facilities for Highly Fluctuating Loads as defined in Regulation 2 of this Tariff, provided that the Applicant agrees to advance to the Company the estimated installed cost of such facilities over the cost of facilities which the Company, in its sole discretion, would otherwise provide. The Applicant shall also pay a Contract Minimum Billing as long as service is taken but in no case more that 15 years nor less than five years. If load fluctuations become a detriment to other Customers, the Company may modify the facilities and adjust the advance and the Contract Minimum Billing.

(e) Temporary Service

(1) For Temporary Service requests requiring only a service loop connection and where there are 120/240 volt facilities of adequate capacity available, the Customer shall pay the connect and disconnect charge specified in Schedule 300.

(continued)

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ELECTRIC SERVICE REGULATION NO. 12 - Continued

5. EXTENSION EXCEPTIONS (continued)

(e) Temporary Service (continued)

- (2) For all other Temporary Service requests the Customer shall pay
 - **a.** the estimated installation cost, plus
 - **b.** the estimated removal cost, plus
 - **c.** the estimated cost for rearranging any existing facilities, less
 - **d.** the estimated salvage value of the facilities required to provide Temporary Service.
- (3) The Customer is also responsible for electric service supplied under the appropriate rate schedule; any advances required for sharing previous Extensions; and, depending on the customer class, Contract Minimum Billings.
- (4) If a Customer takes Temporary Service continuously for 60 consecutive months, the Company will classify the Extension as permanent and refund any payment the Customer made over that required of a permanent Customer. The Company will not refund the Facilities Charges.

6. RELOCATION OR REPLACEMENT OF FACILITIES

(a) Relocation of Facilities

If requested by an Applicant or Customer, and performance of the request is feasible, the Company will: relocate distribution voltage facilities on to, or adjacent to, the Customer's premises; and/or, replace existing overhead distribution facilities with comparable underground. Substation facilities and transmission voltage facilities will be relocated at the discretion of the Company.

(continued)

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ELECTRIC SERVICE REGULATION NO. 12 - Continued

6. RELOCATION OR REPLACEMENT OF FACILITIES (continued)

(a) Relocation of Facilities (continued)

For overhead to underground relocations, the new underground system must not impair the use of the remaining overhead system. The Applicant or Customer must elect either: to provide all trenching and backfilling, imported backfill material, conduits, and equipment foundations that the Company requires for the Extension; or, to pay the Company to provide these items.

In addition, the Applicant or Customer must advance the following:

- (1) The estimated installed cost of the new facilities plus the estimated removal expense of the existing facilities, less
- (2) The estimated salvage value of the removed facilities and depreciation on the original facilities.

This advance is not refundable. The Company is not responsible for allocating costs and responsibilities among multiple Applicants.

(b) Local Governments

When required by a governmental entity and when such conversion is practical, the Company will replace existing overhead with underground distribution facilities provided the entity pays the Company in accordance with paragraph (a) above, and provided the entity will adopt an ordinance creating an underground district requiring:

- (1) All existing overhead communication and electric distribution facilities in said district be removed: and.
- (2) Each property owner to make the changes necessary to receive service from the underground facilities as soon as the Company makes them available; and

(continued)

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ELECTRIC SERVICE REGULATION NO. 12 - Continued

6. RELOCATION OR REPLACEMENT OF FACILITIES (continued)

- (b) Local Governments (continued)
 - (3) Authorizes the Company to discontinue overhead service when it has completed construction of the underground facilities.

7. CONTRACT ADMINISTRATION CREDIT

Customers may waive their right to receive refunds on a refundable Extension advance in excess of the Extension Allowance. Customers who waive this right will receive a Contract Administration Credit of up to \$250 not to exceed their refundable Extension advance. The Customer's choice to receive the Contract Administration Credit must be made at the time the Extension advance is paid.



P.S.C.U. No. 46

UTAH POWER & LIGHT COMPANY

ELECTRIC SERVICE REGULATION NO. 25

STATE OF UTAH

General Rules and Regulations Customer Guarantees

This Rule provides general terms and conditions for the Company's Customer Guarantees which are applicable to all active metered Customers or Applicants utilizing the services of the Company.

1. CUSTOMER GUARANTEE CREDIT:

For failure to meet a Customer Guarantee for Customer Guarantees 1 and 7, Customers must make a claim for compensation. Valid compensation claims for Customer Guarantees 1 and 7 submitted within 30 days of the date of an outage will be credited to the Customer's account. If the Company fails to meet a Customer Guarantee for Customer Guarantees 2 through 6 and Customer Guarantee 8, the credit will automatically be applied to the Customer's account. Where a Customer Guarantee applies to an Applicant, the Company will mail the guarantee payment to the Applicant. See Schedule 300 for a description of the Customer Guarantee credits.

2. DESCRIPTION OF CUSTOMER GUARANTEES:

(a) Customer Guarantee 1: Restoring Supply After An Outage

In the event of an outage, the Company will restore a Customer's electric supply within 24 hours of being notified except where:

- (1) The Customer agreed to remain without supply;
- (2) The Company offered the Customer a generator as an alternative means of supply;
- (3) There were problems or safety-related issues with the Customer's internal equipment; or

(continued)

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ELECTRIC SERVICE REGULATION NO. 25 - Continued

2. DESCRIPTION OF CUSTOMER GUARANTEES: (continued)

- (a) Customer Guarantee 1: Restoring Supply After An Outage (continued)
 - (4) Specialized equipment was required to restore the supply. *

To receive a credit, a Customer must make a claim for compensation within 30 calendar days of the date of the outage.

(b) Customer Guarantee 2: Appointments

The Company will keep all mutually agreed upon appointments with the Customer or the Applicant regarding the Customer or Applicant's electric supply except where:

- (1) The Customer or Applicant canceled the appointment;
- (2) The Customer or Applicant failed to keep the appointment; or
- (3) The Company rescheduled the appointment with at least 24 hours of notice. *

(c) Customer Guarantee 3: Switching On Power

The Company will switch on power for an Applicant or Customer within 24 hours of the request provided no construction is required, all government inspections are met and communicated to the Company, and required payments or payment arrangements are made except where:

- (1) The Customer or Applicant canceled the request; or
- (2) The Customer or Applicant's own equipment is the cause for the Customer not having power. *

(continued)

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^{*}Also see General Exceptions.

^{*}Also see General Exceptions.

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ELECTRIC SERVICE REGULATION NO. 25 - Continued

2. DESCRIPTION OF CUSTOMER GUARANTEES: (continued)

(d) Customer Guarantee 4: Estimates For New Supply

Within two working days from an Applicant or Customer's request to provide new supply, the Company will arrange a mutually agreed upon appointment to discuss an estimate. If no alterations to the Company's network are required, an estimate will be provided to the Applicant or Customer within five working days after the initial meeting and all necessary information is provided. If alterations to the Company's network are required, an estimate will be provided to the Applicant or Customer within 15 working days after the initial meeting and all necessary information is provided. A credit will not be provided where:

- (1) The Customer or Applicant canceled the appointment;
- (2) The Customer or Applicant failed to keep the appointment;
- (3) The Company was unable to contact the Customer or Applicant at the address or telephone number provided by the Customer or Applicant; or
- (4) The Company rescheduled the appointment with at least 24 hours of notice. *

(e) Customer Guarantee 5: Responding To Bill Inquiries

The Company will respond to most billing inquiries at the time of the initial contact from the Customer. For those inquiries that require further investigation, the Company will investigate and respond to the Customer as soon as possible or at least within 10 working days.

(f) Customer Guarantee 6: Resolving Meter Problems

The Company will investigate and respond to reported problems with a Customer's meter, or conduct a meter test and report the results to the Customer, within 15 working days. If the meter has been tested within 12 months preceding the date of the request, the Company may require the customer to make a deposit as provided in Schedule 300.

(continued)

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^{*}Also see General Exceptions.



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ELECTRIC SERVICE REGULATION NO. 25 - Continued

2. DESCRIPTION OF CUSTOMER GUARANTEES: (continued)

(g) Customer Guarantee 7: Notifying Of Planned Interruptions

The Company will provide the Customer with at least two working days notice prior to turning off power for planned interruptions except where:

- (1) The Customer agreed to less than two working days notice;
- (2) The interruption was due to work on meters or a meter test;
- (3) The interruption was a momentary interruption of less than 5 minutes;
- (4) Permanent repairs were carried out within three working days of completing temporary repairs following an unplanned interruption;
- (5) The Customer was notified of a planned interruption which did not occur; or
- (6) The safety of the public, Company personnel or imminent failure of Company equipment is a factor leading to an immediate interruption to carry out repair work. *

To receive a credit, a Customer must make a claim for compensation within 30 calendar days of the date of the planned interruption.

(h) Customer Guarantee 8: Responding To Power Quality Complaints

The Company will begin an investigation of a power quality complaint and respond to the Customer within seven working days or explain a known problem to the Customer within five working days.

3. GENERAL EXCEPTIONS:

Payment for the failure to meet a Customer Guarantee shall not be made if any of the following general exceptions occur:

- (1) The Customer or Applicant canceled the request and/or did not keep the appointment. This will include the Customer or Applicant notifying the Company they did not want the Company to start action, or take any further action.
- (2) The Customer or Applicant agreed that the action taken by the Company met the requirements of the guarantee.

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^{*}Also see General Exceptions.



ELECTRIC SERVICE REGULATION NO. 25 - Continued

3. GENERAL EXCEPTIONS: (continued)

- (3) The Customer or Applicant did not provide necessary information or supplied incorrect information.
- (4) Inability to access Company, Customer or Applicant's facilities beyond the control of the Company.
- (5) An action or default by someone other than a Company employee that is outside of the Company's control, for example, road closures.
- (6) Major events, such as storms.
- (7) Instances where resources required to meet the guarantees were re-deployed to restore supplies during a major event in another operating area or utility.
- (8) Safety-related issues which preclude the Company from meeting the guarantees.
- (9) Causes related to force majeure, which include but are not limited to: injunction or other decree or order of any court or governmental agency having jurisdiction, strikes or other labor disputes such as lockouts, slowdowns or work stoppages, sabotage, riot insurrection, acts of the public enemy, fire, flood, explosion, extraordinary action of the elements, earthquake or other acts of God, or accidental destruction of or damage to facilities.

4. **DEFINITIONS:**

Major Events for purposes of this rule are defined as:

A catastrophic event which can:

- Exceed the design limits of the electric power system, or
- Cause extensive damage to the electric power system, or
- Result in more than 10% of Customers in an operating area losing supply.

5. **DISPUTE RESOLUTION:**

Any disputes regarding Customer claims from Customer Guarantee failures shall be directed to the Company's Customer Guarantee Claim Center. Should the Company be unable to resolve the Customer's dispute, the Customer may obtain informal review of the dispute as described in Electric Service Regulation No. 1.