P.S.C.U. No. 49

ELECTRIC SERVICE SCHEDULE NO. 31 - Continued

DEFINITIONS: (continued)

MAINTENANCE SERVICE: Maintenance service is electric service used by the Customer to replace electric service ordinarily generated by the Customer's own generation equipment during scheduled outages of the facility.

MEASURED POWER: The kW as shown by or computed from the readings of the Power meter located at the Company's point of delivery, for the 15 minute period of the Customer's greatest use during the Billing Period or that day.

MEASURED ENERGY: The electric energy in kWh as shown by or computed from the readings of the kilowatt-hour meter located at the Company's point of delivery.

SCHEDULED 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 Backup Power. Scheduled Maintenance Power shall not exceed the Backup Contract Power.

SUPPLEMENTARY CONTRACT POWER: The specified Power in kW 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. The Supplementary Contract Power shall be established by agreement between the Customer and the Company. Measured Power in excess of the Supplementary Contract Power shall not establish new Supplementary Contract Power.

SUPPLEMENTARY POWER: The kW of Supplementary Contract Power supplied by the Company to the Customer. The kW of Supplementary Power for the Billing Period shall be the kW for the 15 minute period of the Customer's greatest use of Supplementary Power during the Billing Period, adjusted for power factor as specified, determined to the nearest kW. For each 15 minute period during the Billing Period, Supplementary Power shall equal the Measured Power but shall not be less than zero nor greater than the Supplementary Contract Power.

<u>SUPPLEMENTARY SERVICE:</u> Supplementary service is electric service regularly used by a Customer in addition to that which the Customer generates itself.

TOTAL CONTRACT POWER: The sum of Supplementary Contract Power and Backup Contract Power.

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

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ELECTRIC SERVICE SCHEDULE NO. 31 - Continued

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.

Due to the expansions of Daylight Saving Time (DST) as adopted under Section 110 of the U.S. Energy Policy Act of 2005 the time periods shown above will begin and end one hour later for the period between the second Sunday in March and the first Sunday in April, and for the period between the last Sunday in October and the first Sunday in November.

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 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.

(continued)

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