



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 Back-up 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.

(continued)

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EFFECTIVE:

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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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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ELECTRIC SERVICE SCHEDULE NO. 31 - Continued

MONTHLY CHARGES:

Customer Charges:	Secondary Voltage	\$ 54.06 per Customer
	Primary Voltage	\$245.73 per Customer
	Transmission Voltage	\$275.22 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	\$3.06 per kW
	Primary Voltage	\$2.45 per kW
	Transmission Voltage	\$1.64 per kW

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

Back-up Power Charges:

On-Peak Primary/Secondary Voltage	\$0.4211 per kW Day
On-Peak Transmission Voltage	\$0.3219 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	\$39.52 per kW
Primary Voltage	\$37.15 per kW
Transmission Voltage	\$27.45 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.

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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 where 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.

Customers 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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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.

TOTAL CONTRACT DEMAND, SUPPLEMENTARY CONTRACT DEMAND, AND 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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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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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.