# LARGE FILING SEPARATOR SHEET

# CASE NUMBER: 08-917-EL-SSO 08-918-EL-SSO

FILE DATE: 7/31/2008

SECTION: 2 of 4

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#### EMERGENCY ELECTRICAL PROCEDURES

#### 1. Interruptible Loads

Interruptible Loads are defined as customer loads served under tariffs that provide for the curtailment and interruption of such loads as a condition of service. Such loads are included in Step 1 of the Capacity Deficiency Procedure. In the event of a shortage of generating capacity on the AEP System that cannot be alleviated from sources of generation on neighboring systems, Interruptible Loads shall be curtailed or interrupted at the direction of the AEP SCC under the conditions defined below:

- a. To arrest a decline in system frequency caused by AEP generation deficiency and to attempt to restore Area Control Error to zero following the sudden loss of generation if available spinning reserve is insufficient to do so. Partial or full service shall be restored to Interruptible Loads as soon as (1) sufficient amounts of replacement energy are made available and delivered by interconnected electric utility systems, or (2) system generation is able to match system load requirements.
- b. To arrest declining system frequency caused by AEP generation deficiency and to attempt to restore Area Control Error to zero during periods of shortage of generating capacity on the AEP System that cannot be alleviated from sources of generation on interconnected electric utility systems as provided in the Capacity Deficiency Procedure.
- c. To arrest declining system frequency when the entire interconnected system is critically short of generating capacity.
- d. To conserve fuel during a period of severe coal shortage as provided in the Energy Emergency Control Program.

In addition to the above-described specific purposes, Interruptible Loads shall be curtailed or interrupted at any time and for periods of time as deemed necessary by the SCC to maintain the integrity of the AEP System.

#### 2. Supplementary Oil and Gas Firing

The use of oil and gas firing to regain lost generation that has occurred due to curtailments caused solely from loss of coal firing capability. Larger orifice plates in the oil lighter tips are required. If the unit is at full load (wide-open valves), no additional capacity is available.

Operate Generator Peakers
 Additional capacity is available at Conesville (7.5 MW), Rockport (5 MW) and Groveport (1.5 MW) by operating diesel-generation sets located at the respective sites. Also, additional capability is available from the gas-turbine set at 1 Riverside Plaza (2.5 MW).

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#### EMERGENCY ELECTRICAL PROCEDURES

### 4. Emergency Hydro

Additional Hydro Plant Capability is provided by operating with 100 percent turbine gate openings at Leesville, Claytor, Byllesby, Buck, and Reusens. Extreme caution must be used, as operating in this manner could result in seriously lowering the elevations of the reservoirs too rapidly and creating other problems. Existing lake levels and actual flows will dictate the duration of availability.

5. Curtailment of Generating Plant Use

The curtailment of generating plant use is brought about by limiting the operation of noncritical plant activities. This would usually consist of the curtailment of coal handling, the shutting down of the machine shop to the extent practical, and the curtailment of lighting or air conditioning load. Plant management has the responsibility to determine what noncritical plant activities may be limited or stopped.

- 6. Curtailment of Non-Essential Building Load This step pertains to the office and commercial buildings of the AEP System and primarily represents the lighting and air conditioning or heating load.
- Extra Load Capability of Generating Units
   The utilization of overpressure and/or the removal of feedwater heaters results in additional
   capability that may be utilized for limited daily periods, depending on unit condition and
   frequency of use.
- 8 Voltage Reduction (DOE Report Required)

The voltage on the transmission and subtransmission system shall not be affected. The general approach is to lower the voltage at distribution stations that have automatic bus voltage regulators or feeder regulators. The full effect of the voltage reduction program is not instantaneous, but depends upon time required for the dispatching of personnel to implement the program.

This voltage reduction involves a three (3) volt reduction, corresponding to a two and one-half percent voltage reduction and an estimated two percent drop in load.

- Curtailment of Short-Term Deliveries
   The curtailment of short-term deliveries supplied from AEP generation involves the termination
   of deliveries in this classification, except to those systems that are delivering equivalent
   energy to AEP.
- 10. Emergency Curtailable Service (DOE Report Required)

Emergency Curtailable Service customers are those taking firm service with an on-peak curtailable demand of not less than 3 MW, who contract with AEP to be compensated for KWH curtailed for capacity deficiency. When requested to curtail by the SCC, the customer must curtail their load within thirty minutes. The amount of curtailable MWs available for this step will vary.

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#### EMERGENCY ELECTRICAL PROCEDURES

- Voluntary Load Curtailment (DOE Report Required) In cases of sudden emergencies, it may be necessary to utilize Step 13 even before this step is fully implemented.
  - a. Radio and television alert to the general public to reduce all non-essential load, far enough in advance of need to be effective at the time that 11.c below is effective.
  - b. Load relief utilizing voluntary industrial curtailment program. Under this program industrial and wholesale customers and coal mine preparation plants are requested to curtail all non-essential power usage. This program is to be utilized when it becomes known in advance that power commitments on the AEP System cannot be carried by utilizing all emergency capacity resources and all available assistance from the interconnections. The SCC will initiate the program to contact designated customers through Business Services personnel.
  - c. Municipal and REMC customers will be requested to reduce their demand on the AEP System by as much as possible through appeals for voluntary reduction.
- 12. Extended Capability and Internal Load Curtailment
  - a. Concurrent with Step 11, request extended load operation from the 800 MW G.E. units, Amos 1 and 2, Big Sandy 2, Mitchell 2, and from both Rockport units. The amount of MWs that will be available will depend on the ambient temperature (approximately 50-105 MWs).
  - b. Concurrent with Step 11, contact and inform Fuel Supply of the System Load situation. Approximately 50 to 75 MW in load reduction is available with all mines and prep plants shut down during peak load periods.
  - c. Concurrent with Step 11, contact OVEC/IKEC and ask if the Piketon enrichment plant can reduce load. Also ask that the OVEC/IKEC plants curtail all generating units' non-essential loads. OVEC/IKEC should be able to reduce load by 75 MW.
  - d. Concurrent with Step 11, contact the Environmental Services Air Quality Section Manager or assigned Air Section Engineer and obtain approval to allow West Virginia plants to exceed opacity limits to get additional curtailed load or extended load. When approved, contact the applicable plants that need an opacity variance and inform them of the new emergency opacity limit.
  - e. Concurrent with Step 11, contact the Environmental Services Air Quality Section Manager or assigned Air Section Engineer and obtain approval to exceed heat input limits for the Tanners Creek plant while Step 11 is in effect. Information regarding maximum heat input for each day, during the variance period, will need to be gathered. Verify with the Environmental Services Air Quality Section Manager the exact information that will be needed. Contact the plant when the variance is approved.

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#### EMERGENCY ELECTRICAL PROCEDURES

- 13. Mandatory Load Curtailment (DOE Report Required)
  - a. Limited term and firm deliveries supplied by AEP generation to systems, pools, or Century Aluminum not delivering equivalent energy to AEP will be curtailed previous to manually curtailing AEP distribution feeders.
  - b. Under this program distribution feeders can be manually interrupted upon order of the SCC. This order may be given under conditions of extreme capacity deficiency and declining frequency. In case of a sudden deterioration of frequency or overloaded ties, it may be necessary to start this step before all of the preceding steps are utilized or are fully effective. The order to interrupt will specify the amount of load or number of blocks in the Mandatory Load Curtailment Program that Transmission Operations needs to interrupt in each step. The periods of interruption will be approximately 15 minutes. During the circuit rotation the circuits in one step will be opened before previously opened ones are reclosed.

Interruption of distribution feeders will normally be done on a rotational basis to minimize cold load pickup problems and to minimize interruption to facilities that are essential to public health and safety.

In order to keep the Mandatory Load Shedding program as simple as possible, the circuits are divided into Groups A and Groups B. In addition, a number of blocks of circuits are divided up within each group; except for the Columbus Region, and the Southern Transmission Region which are set up under one supervisory control block and controlled by computer programs. There are six blocks per group with approximately 200 MVs per block. The SCC will advise Transmission Operations of a target load they want to shed. The number of blocks will then be evaluated, along with the supervisory controlled block, and the stations identified by the TDC's that need to be manned.

The circuit rotation will be done on a 15-minute rotation to minimize cold load or hot load pickup problems. The Group A circuits will be dropped on the HR:00 through HR:15 and HR:30 through HR:45. The Group B circuits will be dropped on the HR:15 through HR:30 and HR:45 through HR:00.

14. Termination of Capacity Emergency

The implementation of an Emergency Capacity resources condition that does not reach the voluntary load curtailment step indicated under Step 11 may be terminated by the Company at any time. However, any condition involving voluntary and/or mandatory load curtailments, Steps 11 or 13 shall be terminated on an AEP System-wide basis, upon notice to the Commissions, when the capacity emergency has eased sufficiently to permit substantially normal operations by the Company.

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## EMERGENCY ELECTRICAL PROCEDURES

# [D] ENERGY EMERGENCY CONTROL PROGRAM

The purpose of this plan is to provide for the reduction of the consumption of electric energy on the American Electric Power Company System in the event of a severe coal shortage, such as might result from a general strike in the coal mines.

In the event of a potential severe coal shortage, such as one resulting from a general coal strike, the following steps will be implemented. These steps will be carried out to the extent permitted by contractual commitments or by order of the regulatory authorities having jurisdiction.

- 1. To be initiated when system fuel supplies are decreased to 70% of normal target days' operation of coal-fired generation and a continued downward trend in coal stock is anticipated:
  - a. Optimize the use of non-coal-fired generation to the extent possible.
  - b. For individual plants significantly under 70% of normal target days' supply, modify economic dispatching procedures to conserve coal.
  - c. If necessary discontinue all economy sales to neighboring utilities.
    - d. Curtail the use of energy in company offices, plants, etc., over and above the reductions already achieved by current in-house conservation measures.
- 2. To be initiated when system fuel supplies are decreased to 60% of normal target days' operation of coal-fired generation and a continued downward trend in coal stocks is anticipated:
  - a. Substitute the use of oil for coal, as permitted by plant design, oil storage facilities, and oil availability.
  - b. Discontinue all economy and short term sales to neighboring utilities.
  - c. Limit emergency deliveries to neighboring utilities to situations where regular customers of such utilities would otherwise be dropped or where the receiving utility agrees to return like quantities of energy within 14 days.
  - d. Curtail electric energy consumption by customers on Interruptible contracts to a maximum of 132 hours of use at contract demand per week.
  - e. Purchase energy from neighboring systems to the extent practicable.
  - f. Purchase energy from industrial customers with generation facilities to the extent practicable.

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- g. Through the use of news media and direct customer contact, appeal to all customers (retail as well as wholesale) to reduce their non-essential use of electric energy as much as possible, in any case by at least 25%.
- h. Reduce voltage around the clock to the extent feasible.
- i. The company will advise customers of the nature of the mandatory program to be introduced in C below, through direct contact and mass media, and establish an effective means of answering specific customer inquiries concerning the impact of the mandatory program on electricity availability.
- 3. To be initiated in the order indicated below when system fuel supplies are decreased to 50% of normal target days' operation of coal-fired plants and a continued downward trend in coal stocks is anticipated:
  - a. Discontinue emergency deliveries to neighboring utilities unless the receiving utility agrees to return like quantities of energy within seven days.
  - Request all customers, retail as well as wholesale, to reduce their non-essential use of electric energy by 100%.
  - c. Request, through mass communication media, curtailment by all other customers a minimum of 15% of their electric use. These uses include lighting, air conditioning, heating, manufacturing processes, cooking, refrigeration, clothes washing and drying, and any other loads that can be curtailed.
  - d. All customers will be advised of the mandatory program specified below in D.
- 4. To be initiated when system fuel supplies are decreased to 40% of normal target days' operation of coal-fired generation and a continued downward trend in coal stocks is anticipated:
  - a. Implement procedures for curtailment of service to all customers to a minimum service level that is not greater than that required for protection of human life and safety, protection of physical plant facilities, and employees' security. This step asks for curtailment of the maximum load possible without endangering life, safety and physical facilities.
  - b. All customers will be advised of the mandatory program specified below in E.
- 5. To be initiated when system fuel supplies are decreased to 30% of normal target days' operation of coal-fired generation and a continued downward trend in coal stocks is anticipated:

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## **EMERGENCY ELECTRICAL PROCEDURES**

Implement procedures for interruption of selected distribution circuits on a rotational basis, while minimizing - to the extent practicable - interruption to facilities that are essential to the public health and safety.

- 6. The Energy Emergency Control Program will be terminated when:
  - a. The AEP System's remaining days of operation of coal-fired generation is at least 40% of normal target days' operation, and
  - b. Coal deliveries have been resumed, and
  - c. There is reasonable assurance that the AEP System's coal stocks are being restored to adequate levels.

With regard to mandatory curtailments identified in Items C, D, and E above, the Company proposes to monitor compliance after the fact. A customer exceeding his electric allotment would be warned to curtail his usage or face, upon continuing noncompliance and upon one day's actual written notice, disconnection of electric service for the duration of the energy emergency.

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## SCHEDULE CROSS REFERENCE

Generation, Transmission, Distribution Service		Sheet No.	Distribution Service Only	Sheet No.
RESIDENTIAL SERVICE		·	RESIDENTIAL SERVICE	
Regular	R-R	10-1-10-4	All Residential OAD-RR	10-1D- 10-3D
Small Use Load Management	R-R-1	11-1-11-4		<u> </u>
Optional Demand	RLM	12-1-12-4		
Energy Storage	RS-ES	13-1-13-3		
Time-of-Day	RS-TOD	14-1-14-2		
GENERAL SERVICE		· · ·	GENERAL SERVICE	
Small	GS-1	20-1-20-4	Small OAD-GS-1	20-1D- 20-3D
Low Load Factor	GS-2	21-1-21-5	Low Load Factor OAD-GS-2	21-1D- 21-4D
Time-of-Day	GS-2	22-1-22-2		
Medium Load Factor	GS-3	23-1-23-5	Medium Load Factor OAD-GS-3	23-1D- 23-4D
Large	GS-4	24-1-24-3	Large OAD-GS-4	24-1D- 24-4D
Interruptible Power Discretion	ary IRP-D	25-1-25- 11	· · · · · · · · · · · · · · · · · · ·	
Cogeneration CO	GEN/SPP	26-1-26-4		
Standby Service	SBS	27-1-27-9	Standby Service OAD-SBS	27-1D- 27-4D
Net Energy Metering Service	NEMS	28-1-28-2	Net Energy Metering Service OAD-NEMS	28-1D- 28-2D
Net Energy Metering Service-	Hospitals NEMS-H	29-1-29-2	Net Energy Metering Service- Hospitals OAD-NEMS-H	29-1D- 29-2D
Alternate Feed Service	AFS	30-1-30-4	Alternate Feed Service OAD-AFS	<u>30-1D-</u> 30-5D
Street Lighting	SL	40-1-40-4	Street Lighting OAD-SL	40-1D- 40-4D
Private Area Lighting	AL	41-1-41-4	Private Area Lighting OAD-AL	41-1D- 41-4D
Pole Attachment	PA	43-1-43-2	Pole Attachment OAD-PA	43-1D- 43-2D

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# SCHEDULE CROSS REFERENCE

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SUPPLEMENTS		SUPPLEMENTS	
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Supp. No. 6A	51-1-51-2	Supp. No. 6A	51-1D- 51-2D
Church and School Service			
Supp. No. 18	52-1		
Public Authority-Delayed Payment Supp. No. 21	53-1	Public Authority-Delayed Payment Supp. No. 21	53-1D
RIDERS		RIDERS	
Universal Service Fund	60-1	Universal Service Fund	60-1D
Advanced Energy Efficiency Fund	61-1	Advanced Energy Efficiency Fund	61-1D
KWH Tax	62-1	KWH Tax	62-1D
Provider of Last Resort Charge	69-1	Provider of Last Resort Charge	69-1D
Electronic Transfer	70-1	Electronic Transfer	70-1D
Emergency Curtailable Service	71-1-71-3		· · · ·
Energy Price Curtailable Service	72-1-72-3		
Monongahela Power Litigation	73-1	Monongahela Power Litigation	73-1D
Termination		Termination	[
Transmission Cost Recovery	<u>75</u> -1		<u> </u>
Fuel Adjustment Clause	80-1		<u> </u>
Energy Efficiency and Peak Demand	<u>81-1</u>	Energy Efficiency and Peak Demand	<u>81-1D</u>
Reduction Cost Recovery	L	Reduction Cost Recovery	<u> </u>
Economic Development Cost	<u>82-1</u>	Economic Development Cost	<u>82-1D</u>
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	Supplier Terms and Conditions of Service	3-23D thru 3-40D	Cycle 1 January 2009
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· · · · · · · · · · · · · · · · · · ·	Rural Line Extension Plan	4-1D thru 4-4D	Cycle 1 January 2009
	Miscellaneous Distribution Charges	5-1D thru 5-2D	Cycle 1 January 2009
,	Minimum Requirements for Distribution System Interconnection	6-1D thru 6-5D	Cycle 1 January 2009
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OAD-GS-2	General Service - Low Load Factor	21-1D thru 21-4D	Cycle 1 January 2009
OAD-GS-3	General Service – Medium Load Factor	23-1D thru 23-4D	Cycle 1 January 2009
OAD-GS-4	General Service - Large	24-1D thru 24-4D	Cycle 1 January 2009
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OAD-NEMS	Net Energy Metering Service	28-1D thru 28-2D	Cycle 1 January 2009
OAD-NEMS-H	Net Energy Metering Service - Hospitals	29-1D thru 29-2D	Cycle 1 January 2009
OAD-AFS	Alternate Feed Service	30-1D thru 30-5D	Cycle 1 January 2009
OAD-SL	Street Lighting	40-1D thru 40-4D	Cycle 1 January 2009
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# LIST OF COMMUNITIES SERVED

COMMUNITY	COMMUNITY	COMMUNITY
Aberdeen	Circleville	Harrisburg
Addison	Coal Run	Harrisonville
Albany	Coalton	Hartford (Croton P.O.)
Alexandra	Columbus	Haydenville
Allensburg	Constitution	Hemlock Grove
Allensville	Coolville	Hilliard
Amesville	Corner	Hillsboro
Antiquity	Coulter	Hockingport
Athens	Creola	Hollister
Bainbridge	Danville	Idaho
Barlow	Darbydale	Jackson (Part)
Beckett	Decatur	Jacksonville
Belfast	Delaware	Johnstown
Belpre	Dexter City	Kanauga
Bentonville	Doanville	Kerr
Beverty	Dodsonville	Kilbourne
Bexley	Dublin	Kyger
Bidwell	Duffy	Latham
Bishopville	Dundas	Lawshe
Blackfork	East Monroe	Layman
Blue Creek	Elba	Leonardsburg
Boston	Eureka	Letart Falls
Bourneville	Ewington	Lewis Center
Bradbury	Fincastle	Little Hocking
Brice	Firebrick	Locust Grove
Briggs	Floodwood	Londonderry
Buchtel	Frost	Long Bottom
Buford	Gahanna	Lowell
Carbondale	Galena	Lower Salem
Carbon Hill	Gallipolis	Lyndon
Carpenter	Galloway	Lynx
Centerburg	Grandview	Lyra
Centerville (Thurman P.O.)	Grandview Heights	Macksburg
Chauncey	Grove City	Macon
Cherry Fork	Groveport	Manchester
Cheshire	Guysville	Marble Cliff
Chester	Hamden	Marietta
Chillicothe	Hannibal	Marshall

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# LIST OF COMMUNITIES SERVED

COMMUNITY	COMMUNITY	COMMUNITY
Massieville	Rarden	Veto
McArthur	Rainsboro	Vigo
McDermott	Ray	Vincent
McLeish	Reedsville	Vinton
Middleport	Reno	Wade
Millfield	Reynoldsburg	Warner
Mineral	Richmondale	VVaterford
Minersville	Rio Grande	Watertown
Minerva Park	Riverlea	Waverly
Mowrystown	Riverview	Wellston
Murray City	Roads	Westerville (Part)
Mt. Pleasant	Rock Springs	West Jefferson (Jefferson)
Mt. Sterling	Rodney	West Union
Nelsonville	Rome (Stout P.O.)	Whipple
New Albany	Sardinia	Whitehall
New Marshfield	Sardis	Wilkesville
New Martinsburg	Scioto Furnace	Winchester
New Matamoras	Seaman	Worthington
New Petersburg	Shade	Zaleski
New Plymouth	Sharpsburg	
Newport	Sinking Spring	
New Rome	South Olive	
Northrup	South Salem	
Oak Hill	South Webster	
Obetz	Stewart	
Orient	Sugar Tree Ridge	
Otway	Summit Station	
Pataskala	Sunbury	
Pedro	Swift	
Peebles	The Plains	
Piketon	Torch	
Pomeroy	Trimble	
Porter	Tuppers Plains	
Porterfield	Union Furnace	
Portland	Upper Arlington	
Powell	Urbancrest	
Radcliff	Valleyview	

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## TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

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# 2. CONTRACTS, APPLICATIONS OR REQUESTS FOR DISTRIBUTION SERVICE

These terms and conditions of service apply to service under the Company's open access distribution schedules which provide for distribution service, irrespective of the voltage level at which service is taken, from the Company, as provided for in Sections 4928.15 and 4928.40, Ohio Revised Code.

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# TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

Distribution service shall be made available to a prospective customer within this Company's area of service upon request or execution of a contract therefore and its acceptance by an officer or authorized representative of the Company. The request may be either over the phone or in person.

The character of distribution service and the rates, rules, terms, regulations and conditions shall be in accordance with P.U.C.O. No. 5, the supplements thereto and revisions thereof applying to the particular type of service and locality for which such contract or application is made.

#### 3. TERM OF CONTRACT

Except as limited by law and as provided in the open access distribution schedules, requests or contracts for distribution service shall be for the term requested or as provided in the individual contract of the customer.

# 4. CUSTOMER CHOICE OF COMPETITIVE SERVICE PROVIDER

Customers may elect energy services from a qualified CRES Provider, metering services from a qualified Meter Service Provider (MSP), meter data management services from a qualified Meter Data Management Agent (MDMA) and/or billing services from a qualified Billing Agent (BA). Any MSP, MDMA and/or BA services provided to the customer must be arranged through the CRES Provider who provides energy services to the customer.

Qualifications and other eligibility criteria for such entities are specified in the Supplier Terms and Conditions of Service. CRES Providers, MSPs, MDMAs and BAs are also subject to the rules and certification criteria established by the Commission for such entities as also incorporated in the Supplier Terms and Conditions of Service. CRES Providers, MSPs, MDMAs and BAs are collectively referred to as Competitive Service Providers (CSPs).

Any customer who desires service from a CSP must first contract with a CRES Provider who will arrange for the provision of such services. The CRES Provider shall then notify the Company at least twelve (12) calendar days prior to the customer's regularly scheduled meter reading date after which the customer will receive service from the CSP. All changes in CRES Providers shall occur at the end of the customer's regularly scheduled meter reading date. Any request to change a customer's CRES Provider received after twelve (12) calendar days prior to the customer's regularly scheduled meter reading date shall become effective the subsequent billing month.

No more than two CRES Providers may provide Competitive Retail Electric Service to a customer during any given billing month.

A customer is not permitted to have partial Competitive Retail Electric Service. The CRES Provider(s) shall be responsible for providing the total energy consumed by the customer during any given billing month.

(Continued on Sheet No. 3-3D)

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## TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

Upon request, customers will be sent an information package containing a summary of the Customer Choice program and a current list of CRES Providers.

The list of CRES Providers will be provided to any customer upon request, all new customers, any customer who is dropped for nonpayment by a CRES Provider, and any customer who returns to the Company's Standard Offer Service due to default by a CRES Provider.

The list of CRES Providers will be posted on the Company's website. The list of CRES Providers will contain the names of those CRES Providers currently registered to enroll and actively seeking residential customers in the Company's service territory.

The Company will offer to CRES Providers the Pre-Enrollment Customer Information List with updates available quarterly throughout the Market Development Period. Customers have the option to remove all of their information (including name, address and historical usage data) from the Customer Information List. Customers may also reinstate their information to the Customer Information list. Customers will be notified of such options quarterly throughout the Market Development Period.

#### 5. CHANGING COMPETITIVE SERVICE PROVIDERS

During the Market Development Period, Standard Offer Service will be provided under the Company's standard schedules.

Customers may change CSPs no more than once during any month subject to the provisions below.

Requests to change a customer's CRES Provider must be received by the Company from the new CRES Provider. If the Company receives such a request to change a customer's CRES Provider, the customer shall be notified by the Company concerning the requested change within two business days. If the customer challenges the requested change, the change will not be initiated. The customer has seven (7) days from the postmark date on the notice to contact the Company to rescind the enrollment request or notify the Company that the change of CRES Provider was not requested by the customer. Within two business days after receiving a customer request to rescind enrollment with a CRES Provider, the Company shall initiate such rescission and mail the customer confirmation that such action has been taken.

Any request for initial service under the Company's open access distribution schedules or subsequent changes to a customer's MSP, MDMA and/or BA must be provided by the CRES Provider that provides energy services to the customer and arranges for such MSP, MDMA and/or BA services on behalf of the customer. The CRES Providers must obtain, and maintain documentation of, authorization from the customer for any changes in MSP, MDMA and/or BA.

(Continued on Sheet No. 3-4D)

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## TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

The customer shall pay a charge of \$10.00 to the Company for each transaction in which a customer authorizes a change in one or more CSPs. However, this switching charge shall not apply in the following specific circumstances: (a) the customer's initial change to service under the Company's open access distribution schedules and service from a CRES Provider, (b) the customer's CRES Provider is changed involuntarily, (c) the customer returns to service from the customer's former CRES Provider following an involuntary change in CRES Provider, or (d) the customer's former CRES Provider's services have been permanently terminated and the customer must choose another CRES Provider.

In the event that a CSP's services are permanently terminated, and the CSP has not provided for service to the effected customers, the CSP shall send timely notification to the Company and the effected customers regarding the termination of such services. Such notification shall describe the process for selecting a new CSP and note that service will be provided by the Company under the Company's Standard Offer Service if a new CSP is not selected.

A customer's return to the Company's Standard Offer Service may be a result of customer choice, CRES Provider default, termination of a CRES Provider contract, opt out or termination of a governmental aggregation program, or CRES Provider withdrawal. A customer will be returned to Standard Offer Service only after the customer fails to choose an alternative CRES Provider.

A customer may contact the Company and request to return to the Company's Standard Offer Service. The return to Standard Offer Service shall be conducted under the same terms and conditions applicable to an enrollment with a CRES Provider. The customer will have a seven (7) calendar day rescission period after requesting the Company's Standard Offer Service. Provided the customer has observed the applicable notification requirements and the Company has effectuated the request to return to Standard Offer Service at least twelve (12) calendar days prior to the next regularly scheduled meter reading date, the customer will be returned to Standard Offer Service on the next regularly scheduled meter reading date.

#### 6. MINIMUM STAY REQUIREMENTS

Large commercial and industrial customers returning to Standard Offer Service must remain on Standard Offer Service for a period of not less than twelve (12) consecutive months.

Customers served under residential and small commercial (GS-1) rate schedules returning to the Company's Standard Offer Service will not be subject to a minimum stay requirement during the first year of the Market Development Period. After the first year of the Market Development Period, any such customer returning to the Company's Standard Offer Service must remain on the Company's Standard Offer Service through April 15 of the following year if that customer received the Company's Standard Offer Service at any time during the period from May 16 to September 15.

(Continued on Sheet No. 3-5D)

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## TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

A customer returning to the Company's Standard Offer Service as a result of opting out of a governmental aggregation program or as a result of a CRES Provider default during the Market Development Period as described in Sections 4928.20(D) and 4928.35(D), Ohio Revised Code, will not be subject to the above minimum stay requirements.

Customers of a governmental aggregation where the legislative authority that formed such governmental aggregation has filed written notice with the Commission pursuant to Section 4928.20 (J). Ohio Revised Code, that it has elected not to receive default service from the Company at standard service offer rates may not return to the Company's standard service offer. Such customers shall pay for service at the prevailing market price of power plus costs of the Company's compliance with the alternative energy resource provisions of section 4928.64. Ohio Revised Code.

Any residential or small commercial customer returning to the Company's Standard Offer Service and subject to the minimum stay provision will be given appropriate notice by the Company. The customer will be given at least 14 days notice that the customer will be returned to the Company's Standard Offer Service subject to the minimum stay period provision above if the customer fails to choose another alternative. Such notice will clearly specify (1) the date by which the customer must choose another CRES Provider or alternative and that the customer will return to the Company's Standard Offer Service if the customer fails to make such choice; (2) the minimum stay period during which the customer will be ineligible to choose another CRES Provider; and (3) any alternatives available to the customer to avoid the minimum stay period.

## 7. CONDITIONS OF DISTRIBUTION SERVICE

Before the Company shall be required to furnish distribution service, the Company may require that the customer submit specifications of electrical apparatus to be operated by service to be furnished by the Company, giving the location of the customer's buildings. The Company will specify the character of the current it will furnish, and the point at which distribution service will be brought in.

Each separate point of delivery shall be considered a Contract Location and shall be metered and billed under a separate request or contract for distribution service.

If the Company requires separate points of delivery, for like service, to meet the customer's electrical requirements at a single Contract Location, the metering for two or more points of delivery may be combined for billing under the applicable tariff.

#### 8. AVAILABLE RATES

A copy of these Terms and Conditions of Open Access Distribution Service and the open access distribution schedules applicable to the customer's class of business will be furnished upon request.

(Continued on Sheet No. 3-6D)

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## TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

If the customer can meet the requirements of more than one open access distribution schedule, the Company will endeavor to advise the customer as to which open access distribution schedule is the most advantageous for the prospective service. The customer shall then select the open access distribution schedule upon which the contract for distribution service shall be based. The Company under no circumstances guarantees that the rate under which a customer is billed is the most favorable open access distribution rate.

The customer may change the initial open access distribution schedule selection to another applicable open access distribution schedule at any time by either written notice to the Company and/or by executing a new contract for the open access distribution schedule selected, provided that the application of such subsequent selection shall continue for 12 months before any other selection may be made, except when an existing rate is modified or a new open access distribution schedule is offered.

# 9. SERVICE CONNECTIONS

In areas served by an overhead distribution system, an overhead service shall be provided by the Company from the Company's system extending one span (approximately 100 feet) toward the customer's facilities. Where greater length is required by the customer, the cost of additional facilities shall be borne by the customer, unless otherwise agreed upon by the customer and Company. Rights of way or easements necessary for the installation of said service (including private railway wire crossings) shall be provided by the customer.

It is recommended that service wires not smaller in size than #6 shall be brought out of the building in an approved manner from the main service disconnect to the outside of the building. The point of outlet shall be as high as the construction of the building will permit, but not more than 25 feet nor less than 10 feet from the ground (for exception, see National Electrical Code) and shall be located at a point convenient to the Company's lines for making connections thereto, and each of the service wires shall extend at least 3 feet from the weatherhead on end of conduit or cable for making service connections. Service entrance equipment shall be properly grounded and shall be installed so that the disconnecting means is readily accessible.

Conduit and wires and any equipment, installation and appurtenances furnished, installed and maintained by the customer must conform to the National Electrical Code, as well as applicable governmental requirements.

A customer desiring an underground service from overhead wires shall, at the customer's expense, install and maintain service wires in an approved manner from main entrance switch in building to available pole (designated by the Company) from which connection is to be made, including the necessary run of conduit and wires up the pole. Such underground service shall conform to Company specifications.

The Company shall not be required to make any inspection of the wiring, safety switch or other equipment, installation or appurtenances installed and owned by the customer. Any inspection thereof which the Company may make shall be voluntary on its part and for its benefit only, and shall not in any way relieve the customer of any obligations in that respect.

(Continued on Sheet No. 3-7D)

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#### COLUMBUS SOUTHERN POWER COMPANY

#### P.U.C.O. NO. 7

# TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

#### METERS AND METERING EQUIPMENT 10.

The Company will own, furnish, install and maintain the meter or meters unless the customer elects metering service from a qualified MSP. The customer is required to supply, install and maintain the mounting or meter enclosures or sockets. The Company or MSP may specify whether the meter or meters are to be installed on the inside or outside the customer's premise and may change such location at its option. When an inside meter installation is made, the customer shall furnish, at the customer's sole expense, a suitable meter panel in a convenient and suitable location and so placed that the meter installation will not be more than 7 feet nor less than 4 feet from the floor. If the location provided by the customer causes the meter to register incorrectly, the Company or MSP may require the customer to provide a new meter location acceptable to the Company and to pay the expense of relocation. All costs incident to the relocation of an outside meter made upon the customer's request, or required to be made because of customer's use of premises, shall be paid by the customer. The authorized agents or employees of the Company shall have free access at all reasonable hours to the premises of the customer for the purpose of installing, reading, testing and removing meters or other appliances, belonging to the Company.

The customer shall not interfere with, or allow others to interfere with, the meter or any of the wiring on the line side of the meter, regardless of ownership of the meter.

#### METER TESTING 11.

The Company will test its meters at its discretion or at the request of the customer. Any meter found by test to be registering two percent or less than two percent either fast or slow will be considered as registering accurately.

The Company will test its meter at the request of the customer once at no charge to the customer. Each subsequent test, in which the meter is found to be registering accurately, will result in the cost of such test being borne by the customer.

#### 12. DEMAND TESTING

Periodic tests of Company meters for determination of demand, where provided for in various open access distribution schedules, will be made at the request of the customer, provided that not more than two such requests will be made in any 12-month period.

#### 13. METERING AND LOAD PROFILING

All customers with maximum monthly billing demands of 200 KW or greater for the most recent twelve (12) months shall be interval metered. The customer or the customer's CRES Provider may request an interval meter for customers with maximum monthly billing demands less than 200 kW.

(Continued on Sheet No. 3-8D)

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# COLUMBUS SOUTHERN POWER COMPANY

#### P.U.C.O. NO. 7

# TERMS AND CONDITIONS OF **OPEN ACCESS DISTRIBUTION SERVICE**

The cost of any interval metering facilities installed by the Company to comply with this requirement or as a result of such request shall be paid by the customer. The customer shall make a one-time payment for the metering facilities at the time of installation of the required facilities, or, at the customer's option, up to 24 consecutive equal monthly payments reflecting an annual interest charge as determined by the Company, but not to exceed the cost of the Company's most recent issue of long-term debt. If the customer elects the installment payment option, the Company shall require an initial payment equal to 25% of the total cost of the metering facilities.

In addition, the customer shall pay a net charge to cover the incremental cost of operation and maintenance and meter data management associated with such interval metering as follows. Charges are for service performed on a Company installed standard interval meter.

Service Performed During Normal Business Hours	Charge (\$)
Connect phone line to meter at a time other than the initial interval meter installation	54.00
Perform manual meter reading	39.00
Check phone line and perform manual meter reading due to communication loss	44.00
Repair/replace surge protector	65.00
Repair/replace interval board	146.00
Repair/replace modem board	236.00
Repair/replace interval and modern boards	304.00

The customer or the customer's CRES Provider may select a meter from the Company's approved equipment list. The customer or the customer's CRES Provider may communicate with the meter for the purpose of obtaining usage data, subject to the Company's communication protocol. The customer is responsible for providing the telephone line for purposes of reading the meter.

A customer that is required to have interval metering must approve a work order for interval meter installation before a CRES Provider may serve such customer. During the period between when the customer has requested an interval meter and the time that the Company is able to install such a meter, a Company load profile will be used for settlement purposes and consumption meter readings will be used for billing.

All load profiling shall be performed by the Company. Sample data and customer specific interval metering, when available, will be used in the development of the total load profile for which a CRES Provider is responsible for providing generation and possibly for arranging transmission services. Such data shall be provided to the BA or other entities as required for monthly billing.

(Continued on Sheet No. 3-9D)

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# TERMS AND CONDITIONS OF **OPEN ACCESS DISTRIBUTION SERVICE**

#### 14. DEPOSITS

The Company may require a deposit by the customer not exceeding the amount of the estimated monthly average cost of the distribution service for such customer plus thirty percent, unless such customer be a financially responsible freeholder or give reasonably safe guaranty in an amount sufficient to secure the payment of bills for a sixty days' supply. On any such deposit, the customer shall be entitled to interest at the rate of five percent per annum, provided such deposit be left with the Company at least six consecutive months.

#### CUSTOMER'S LIABILITY 15.

In the event of loss of or injury to the property or equipment of the Company through misuse or negligence of the customer or the customer's employees or invitees, the cost of any necessary repairs or replacement shall be repaid to the Company by the customer. The customer will be held responsible for any tampering or interfering with or breaking the seals of meters or related apparatus, regardless of ownership of the meter, or other equipment of the Company installed on the customer's premises and will be held liable for the same according to law.

No responsibility of any kind shall attach to the Company for or on account of any loss, injury or damage caused by or resulting from defects in or inadequacy of the wires, switches, equipment, or appurtenances of the customer, or from the installation, maintenance or use thereof.

#### 16. USE AND RESALE OF ENERGY

Electric service will not be delivered to any party contracting with the Company for distribution service (hereinafter in this Section 14 called "customer") except for use exclusively by (i) the customer at the premises specified in the service request or contract between the Company and the customer under which service is supplied and (ii) the occupants and tenants of such premises.

#### 17. BILLING AND BILLS PAYABLE

The customer will be held responsible for all charges for distribution service. Bills for distribution service will be rendered by the Company to the customer monthly and are payable by mail, checkless payment plan, electronic payment plan or at an authorized payment agent of the Company, on or before the due date thereon specified. Failure to receive a bill for distribution service will not entitle the customer to any discount or the remission of any charge for nonpayment within the time specified.

(Continued on Sheet No. 3-10D)

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## TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

If the customer fails to pay in full any final bill for distribution service rendered and said customer receives like service at another location, the Company may transfer the unpaid balance of the final bill to the service account for any such other location. Like service refers to an end use within the following broad categories: residential, commercial, or industrial. Such amount shall be designated as a past-due amount on the account at such location and subject to collection and disconnection action in accordance with Chapter 4901:1-18 of the Ohio Administrative Code and the Company's filed tariffs, terms and conditions of service, provided that such transfer of a final bill shall not be used to disconnect service to a residential customer who is not responsible for such bill.

The word "month" as used herein and in the open access distribution schedules is hereby defined to be the elapsed time between two successive meter readings approximately 30 days apart. In the event of the stoppage or the failure of any meter to register the correct amount of current consumed, the customer will be billed for such period for an estimated consumption based either upon his use of energy in a similar period of like use or upon a determination based on meter test or from both of these methods combined. Except for residential service accounts, when any bill for distribution service supplied by the Company is not paid within fifteen days after the due date thereon, the Company may disconnect its service, without further notice, and will not be required to reconnect service until all charges are paid. A reconnection charge commensurate with the cost of the reconnection, but not less than two dollars and fifty cents may be made for the reconnection of service. For disconnect provisions relating to residential service, see Section 28.

At the Company's discretion, any customer receiving Company consolidated billing with a CRES Provider billing arrearage of more than 60 days may be switched back to the Company's Standard Offer Service and will not be permitted to select a new CRES Provider until the arrearage is paid.

#### 18. COLLECTION, RECONNECTION, AND BAD CHECK CHARGES

For charges relating to collection trips, reconnection of service, and bad checks, see Sheet No. 5-1.

#### 19. SERVICE INTERRUPTIONS

The Company will use reasonable diligence in furnishing a regular and uninterrupted distribution service, but in case such delivery should be interrupted or fail by reason of an act of God, public enemy, accidents, strikes, legal process, Federal or State or Municipal interference, extraordinary repairs, breakdowns, or damage to the Company's facilities, or for any other reason beyond its control, the Company shall not be liable for damages to the customer because of such interruption or failure.

The Company shall not be liable for damages in case such service should be interrupted or by failure of the customer's CRES Provider to provide appropriate energy to the Company for delivery to the customer.

(Continued on Sheet No. 3-11D)

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# TERMS AND CONDITIONS OF **OPEN ACCESS DISTRIBUTION SERVICE**

The Company shall not be liable to the customer for any loss, injury or damage resulting from the customer's use of equipment or from the use of the distribution service of the Company, or from the connection of the Company's wires with the customer's wires and appliances.

#### 20. NOTICE TO COMPANY BEFORE INCREASING LOAD

The service connection, transformers, meters and appliances supplied by the Company for each customer have a definite capacity, and no significant additions to the equipment or load connected thereto shall be made until after the consent of the Company has been obtained.

#### 21. NOTICE TO COMPANY OF ANY DEFECT IN DISTRIBUTION SERVICE.

The customer shall notify the Company promptly of any defect in service or any trouble or accident to the distribution facilities.

#### 22. TEMPORARY AND SPECIAL SERVICE

The customer shall pay to the Company the cost of establishing distribution service and of removing its equipment when the service is of short term or emergency character, and a cash deposit covering the estimated net cost of such work may be required of the customer before the work is commenced.

The Company shall not be required to construct general distribution lines underground unless the cost of such special construction for general distribution lines and/or the cost of any change of existing overhead general distribution lines to underground which is required or specified by a municipality or other public authority (to the extent that such cost exceeds the cost of construction of the Company's standard facilities) shall be paid for by that municipality or public authority. The "cost of any change" as used herein, shall be the cost to the Company of such change. The "cost of special construction" as used herein, shall be the actual cost to the Company in excess of the cost of standard construction. When a charge is to be based on the excess cost, the Company and municipality or other public authority shall negotiate the amount thereof.

Other distribution service requested by a customer and considered by the Company to be either of a temporary nature, or service of a type requiring facilities the estimated net cost of which is not justified by the anticipated distribution revenue therefrom, or special construction (costs of special construction that exceed the cost of standard construction) will be provided by the Company under special contract. Such contract shall guarantee the net cost of the additional facilities prior to the construction thereof by either a contribution in aid-of-construction or by deposit as set forth in any applicable supplement or supplements to the open access distribution rate schedules in P.U.C.O. No. 5, if any.

Service to a customer using distribution service only during certain seasons of a year at the same location, and requiring facilities which may not be completely removed and replaced, shall not be classed as temporary service.

(Continued on Sheet No. 3-12D)

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## TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

#### 23. USE OF ENERGY BY CUSTOMER

The apparatus or appliances connected to the Company's lines shall be suitable in every respect to the distribution service supplied by the Company, and shall not be operated in a manner which will cause voltage fluctuations or disturbances in the Company's distributing system or which will be detrimental to the Company's service in any way. All equipment used by the customer shall be of such type as to secure the highest practicable commercial efficiency, power factor and the proper balancing of phases, and shall be protected by proper circuit opening devices approved by the Company. Motors which are frequently started, or motors arranged for automatic control, must be of a type to give maximum starting torque with minimum current flow, and be equipped with controlling devices approved by the Company. If neon, fluorescent and other types of lighting equipment having similar power factor characteristics are installed after the effective date hereof, the customer may be required, upon notice in writing from the Company, to furnish, install, and maintain at the customer's own expense corrective apparatus to increase the power factor of the individual units or the entire group of such units to not less than 90%.

The operation of certain electrical equipment can result in disturbances (e.g. voltage fluctuations, harmonics, etc.) on the transmission and distribution systems which can adversely impact the operation of equipment for other customers. Nonresidential customers are expected to abide by industry standards, such as those contained in ANSI/IEEE 519 or the IEEE/GE voltage flicker criteria, when operating such equipment. In accordance with the Electric Service and Safety Standards, Chapter 4901:1-10-15 (D) of the Ohio Administrative Code, the Company may refuse or disconnect service to nonresidential customers for using electricity or equipment which adversely affects distribution service to other customers. Copies of the applicable criteria will be provided upon request.

The Company's distribution service shall not be operated in parallel with any source or sources of power supply except under special circumstances and upon written consent of the Company.

#### LOCATION AND MAINTENANCE OF COMPANY'S EQUIPMENT 24.

The Company shall have the right to erect and maintain its poles, lines, and circuits on the property, and to place and maintain its transformers and other apparatus on the property or within the buildings of the customer at convenient locations. The customer shall allow the use of suitable space for the installation of necessary measuring instruments so that the latter may be protected from damage.

Transformers and appurtenances placed on the property or within the building shall be housed in accordance with the National Electrical Code in a suitable room or vault provided by the customer and, when installed outside upon a mat or slab, shall be protected by an enclosure erected by the customer to guard against loss, damage or injury to persons or property.

(Continued on Sheet No. 3-13D)

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#### TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

#### 25. COMPANY'S AGENTS NOT EMPOWERED TO CHANGE TARIFFS

No agent or employee of the Company has authority to amend, modify, alter the application, rates, terms, conditions, rules or regulations of the Company on file with the Commission, or to make any promises or representations not contained in P.U.C.O. No. 5, supplements thereto and revisions thereof.

#### 26. CHANGE OF RATES OR REGULATIONS

Rules and Regulations and distribution rates contained herein are subject to cancellation or modification upon order or permission of the Commission.

#### 27. DISCONNECT PROVISIONS - NONRESIDENTIAL

#### **Reasons for Disconnect**

The Company reserves the right to discontinue distribution service and disconnect its lines and remove its property for any of the following reasons:

- a) For any violation of or refusal to comply with the contract and/or the general service rules and regulations on file with the Commission which apply to the customer's service;
- b) In the event the customer uses electricity in a manner detrimental to the service to other customers;
- c) When providing distribution service is in conflict or incompatible with any order of the Commission, laws of the State of Ohio or any political subdivision thereof, or of the federal government or any of its agencies;
- d) When the customer has moved from the premises;
- e) When supplying distribution service to any customer creates a dangerous condition on the customer's premises or where, because of conditions beyond the customer's premises, termination of the supply of electricity is reasonably necessary. Service will not be restored until such dangerous condition or conditions have been corrected;
- f) In the event the customer resorts to any fraudulent practice in the obtaining of electricity delivered, or is the beneficiary of any such fraudulent practice, or the Company's meter, metering equipment, or other property used to supply the distribution service, regardless of ownership has been damaged by the customer, customer employees or agents.

Distribution service will not be restored until the customer has given satisfactory assurance that such fraudulent or damaging practice will be discontinued and has paid an amount estimated to be reasonable compensation for service fraudulently obtained and not paid for and for any damage to property of the Company including any cost to repair the damage;

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Issued by
Joseph Hamrock, President
AEP Ohio

#### TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

- g) For repairs, provided that notice to customers will be given prior to scheduled maintenance interruptions in excess of six hours;
- h) For non-payment; and
- i) Upon the request of the customer.

Suspension of distribution service for any of the above reasons shall not terminate the contract for distribution service. The authorized agents or employees of the Company shall have free access at all reasonable hours to the premises of the customer for purposes of disconnecting and reconnecting service.

## 28. ESTABLISHMENT OF CREDIT FOR RESIDENTIAL UTILITY SERVICE AND DISCONNECT, RECONNECT - PROCEDURES - RESIDENTIAL

The Company's rules for the establishment of credit for residential utility service is governed by Chapter 4901:1-17 of the Ohio Administrative Code, and the Company's disconnect and reconnect procedures for residential customers is governed by Chapter 4901:1-18 of the Ohio Administrative Code.

#### 29. DEFINITION OF RESIDENTIAL CUSTOMER

The residential customer is a customer whose domestic needs for distribution service are limited to their primary single family residence, single occupancy apartment and/or condominium, mobile housing unit, or any other single family residential unit.

The residential open access distribution schedules do not apply to commercial or industrial service. If a residential unit is used for both residential and commercial purposes, the appropriate general service open access distribution schedule shall apply unless the wiring is so arranged that the residential usage can be separately metered. The hallways and other common facilities of an apartment and condominium building or apartment and condominium complex are to be billed on the appropriate general service open access distribution schedule.

In the event a detached garage or other facility on a residential customer's property is separately served and metered such facility shall accordingly be metered and billed according to the appropriate general service open access distribution schedule.

#### 30. NOMINAL SERVICE VOLTAGES

The Company has established the following nominal service voltages of which at least one of the following characteristics shall be made available to a customer, the particular voltage and service characteristics to be at the option of the Company:

<u>Secondary Distribution System</u> - Alternating current, 60 cycles at nominal voltages of 120, 120/208, 120/240 or 240/480 volts, single phase; and 120/208, 120/240, 240, 240/480, 277/480, 480, 2400, and 2400/4160 volts, 3 phase.

(Continued on Sheet No. 3-15D)

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#### TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

<u>Primary Distribution System</u> - Alternating current, 60 cycles at nominal voltages of 12,470, 13,200, 13,800 and 34,500 volts, 3 phase.

<u>Subtransmission</u> - Alternating current, 60 cycles, 3 phase at nominal, unregulated voltage of 40,000 volts or 69,000 volts.

<u>Transmission</u> - Alternating current, 60 cycles, 3 phase at nominal, unregulated voltage of 138,000 volts.

#### 31. TRANSMISSION SERVICE

Transmission service shall be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission. Either a CRES Provider or the customer may contract with the Transmission Provider for transmission service under the applicable Open Access Transmission The Transmission Provider is the applicable regional transmission entity. Tariff. PJM Interconnection LLC is currently the applicable regional transmission entity. Customers contracting with the Transmission Provider for transmission service and all CRES Providers must complete all required actions relative to membership with the Transmission Provider and be authorized by the Transmission Provider to transact business with regard to transmission service. The contracting entity or its designee is responsible for scheduling under the tariff. Unless other arrangements have been made, the scheduling entity will be billed by the Transmission Provider for transmission services. The contracting entity must also purchase or provide ancillary services as specified under the applicable Open Access Transmission Tariff.

Billing and payment shall be performed as specified in the applicable Open Access Transmission Tariff. Any remaining unpaid amounts and associated fees for transmission service are the responsibility of the customer.

Provisions for scheduling and imbalance are contained within the applicable Open Access Transmission Tariff.

#### 32. LOSSES

Either the CRES Provider or the Transmission Provider may provide both transmission and distribution losses as required to serve customers at various delivery voltages. If a CRES Provider arranges to provide transmission losses under the provisions of the applicable Open Access Transmission Tariff, then the CRES Provider must also arrange for the appropriate distribution losses. Customers served at transmission and subtransmission voltages require no additional losses other than the losses specified in the applicable Open Access Transmission Tariff. Customers served at primary distribution voltage require 1.9% additional average losses of amounts received by the Company for delivery to the customer. Customers served at secondary distribution voltage require 5.1% additional average losses of amounts received by the Company for delivery to the customer.

(Continued on Sheet No. 3-16D)

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# TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

#### 33. EXTENSION OF LOCAL FACILITIES

The Company shall construct suitable electric transmission and distribution facilities under this Line Extension policy to serve customer premises when the customer can not be served from existing electrical facilities. The company will determine the basic service plan and the modifications required to the Company's transmission and/or distribution facilities to provide the basic service plan to serve the customer's load. The company will design, construct, own, operate and maintain the Line Extension and all other equipment installed to serve the customer's load up to the point of service for each customer.

In addition to the Company's Line Extension policy, the company also recognizes and makes available the rural Line Extension plan specified in Chapter 4901:1-9-07 - Rules, Regulations and Practices for the construction of Electric Line Extensions in Rural Territory, of the Ohio Administrative Code as amended from time to time.

Customers requesting electric service shall submit detailed and complete information which may include but not be limited to switch size, requested delivery voltage, total estimated load, listing of connected loads, operating characteristics, site survey plans, showing other utilities and first floor elevations before the company can develop a plan of service and prepare Construction Cost estimates. The Company will exercise its' best efforts to expedite the entire process for developing a service plan and prepare estimated cost, upon receipt of the necessary information from the customer.

The Company shall have no obligation to extend, expand or rearrange its facilities if it determines that the existing facilities are adequate to serve the customer's electrical load. The Company shall have no obligation to extend, expand or rearrange its facilities if adequate right-of-way and/or sufficient tree removal and/or trimming cannot be secured by the Company or the customer.

**Definitions** 

- Basic Service Plan the least cost standard electric facility design using sound engineering practices which meet and/or exceed the National Electrical Safety Code and the Company's construction standards.
- Backbone Electrical Facility the transmission and distribution voltage level facilities essential to serve a single site or multiple sites within a development or other undeveloped sites.

Construction Cost - the cost of constructing any line extension and shall include all costs of labor and materials directly chargeable to and necessary to construct the line extension, and all transformers, meters, services, rights-of-way, tree trimming rights, highway permits, actually paid for by the Company and all other elements of actual cost properly chargeable to or against the line extension. Electric Company may, for the purpose of standardization, establish standard construction cost estimates which shall not exceed, in any event, the average cost of constructing such line in the territory involved, in which case the term "Construction Cost" as used in this plan will be understood to mean the standard estimate thus established.

#### (Continued on Sheet No. 3-17D)

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# TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

#### Definitions (Cont'd)

- Contribution In Aid for Construction (CIAC) the customer's upfront payment to the Company as
  a contribution to offset the estimated expense the Company will incur in providing service to the
  customer. CIAC payments will be grossed up to include applicable taxes. The Company will not
  begin construction until the payment is received.
- Development a tract of land which is subdivided into parcels and/or includes more than one enduse customer, and where the developer makes significant infrastructure improvements such as paved streets, curbs, sidewalks and water and sewer systems.
- Gross up Tax The tax incurred for direct payment from the customer to the company for CIAC collections.
- Line Extension the provision of such facilities (poles, fixtures, wires and appurtenances) as are necessary for delivering electrical energy for general use in the Company's service territory along public highways or the Company's right-of-way to one or more customers so located that they cannot be adequately supplied from the Company's existing electrical system.
- Local Facilities the company's electrical facilities constructed for, and dedicated to, the service of an individual end-use customer or the service for a development as that term is defined above. (This includes the installation of new or expanded equipment but does not include the maintenance or repair of existing equipment.)
- Multi-family any structure designed for separate living units, but where the separate living units share at least one common wall and a common roof, regardless of unit ownership.
- Overhead Service Lateral overhead service conductors of adequate capacity from the nearest or most suitable pole of the overhead distribution system, extending not to exceed one service span or approximately 100 feet in length to the customer provided service delivery point.
- Permanency a) a structure that has a permanently installed pressurized domestic water system and septic/sewer system which complies with local codes/regulations and is approved for use by the respective sanitation jurisdictional authority or b) a structure approved for installation on one of the following foundational supports:
  - A mortared masonry pier/column configuration
  - > A poured concrete slab.
  - A typical permanent foundation consisting of a poured concrete footer and mortared masonry walls on the perimeter of the structure.
- Point of Origin the point where a line extension made under this plan connects with and receives energy from any existing transmission or distribution line. Said point shall be the nearest practical point to the customers to be served by said extension.

(Continued on Sheet No. 3-18D)

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# TERMS AND CONDITIONS OF **OPEN ACCESS DISTRIBUTION SERVICE**

#### Definitions (Cont'd)

- Premium Service Costs all additional expenses incurred by the Company to provide service to the customer, where such costs are over and above the Company designed Basic Service plan. While the following is not all inclusive, these costs will be such things as customer requested alternate construction routes, underground facilities, special construction, excess cost, additional equipment, additional expenses incurred due to legislation, local ordinances and/or restrictions. as well as any expenses imposed on the company beyond the company's control.
- Residence a living structure which meets the permanency requirement related to the foundational support, has a pressurized water system and septic/sewer system which complies with local codes/regulations and is approved for use by the respective sanitation jurisdictional authority. The structure must also include a functional domestic kitchen (stove, refrigeration, sink, etc.), conventional sleeping facilities and comply with applicable residential building codes/regulations.
- The Company's actual cost of extending "Local Facilities" to serve new, non-residential customers or Ł to serve expanded loads at existing non-residential customers will be recovered in the following manner:
  - A. For all customers which will be served pursuant to the Company's GS service schedules.

The party requesting the extension of "Local Facilities" will pay, prior to the Company beginning to extend such facilities, 40% of the firm price estimated cost for the basic service plan as a Contribution in Aid of Construction (CIAC). In addition, the party requesting the extension will pay 100% of the cost differential associated with any premium services requested, also as a CIAC. All CIAC payment amounts will be prossed-up for taxes and the party requesting the extension will pay the total, grossed-up amount.

As a matter of clarification for a development project, the upfront cost responsibilities (40% CIAC) are assessed against the developer and the end-use customers. The primary voltage "backbone" electrical facilities are the "Local Facilities" for which the developer is responsible. The Line Extension from this "backbone" system to the end-use customer's point of service delivery are the "Local Facilities" for which the end-use customer is responsible.

When multiple end-use customers are served from a "backbone" electrical facility, each enduse customers will pay 40% of the firm price estimated cost for the basic service plan as a Contribution in Aid of Construction (CIAC) for the additional "Local Facilities" to serve them. In addition, each end-use customer requesting the extension will pay 100% of the cost differential associated with any premium services requested, also as a CIAC. All CIAC payment amounts will be grossed-up for taxes and the party requesting the extension will pay the total, grossed-up amount

(Continued on Sheet No. 3-19D)

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# TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

- B. All CIAC payments will be grossed-up for taxes and the party requesting the extension will pay the Company the total grossed-up amount prior to the Company beginning to extend such facilities.
- C. The cost recovery outlined above, applies to all requests for extension of "Local Facilities" that have signed agreements after December 31, 2008. The company will renegotiate any agreements signed prior to January 1, 2009, and have not begun construction within 90 days of the contract date.

Any party who, because the party requested an extension of line facilities, paid the Company a CIAC will be entitled to a refund of a portion of the CIAC paid for standard services in accordance with the following:

If a new additional customer, within 4 years of the CIAC having been paid, utilizes the "Local Facilities" for which the CIAC had been paid, the party who paid the CIAC will be entitled to a refund which represents a pro-rata portion of the original CIAC calculated to equitably share the CIAC responsibility for those facilities used in service by both the new additional and original customer.

- The Company's actual cost of extending "Local Facilities" to serve new single family and multi-family residential developments will be recovered in the following manner:
  - A. For all residential single family housing developments:
    - The developer/builder shall make a one-time flat fee CIAC of \$500 for each single-family lot in a development. This one-time fee paid by the developer/builder shall constitute the total CIAC required of the developer/builder for the installation of all plant, facilities, and equipment as needed to construct the basic service plan. The flat fee will be paid in a lump sum to the Company prior to the Company's construction for any phase of a development, and shall not be subject to repayment.

Upon payment of the flat fee, installation of the electric infrastructure shall occur promptly by the Company.

- The developer/builder will pay a CIAC contribution for 100% of the cost differential associated with any premium services requested and said payment will be grossed up for taxes. The developer/builder will pay the total grossed-up amount.
- 3. Consistent with the current policy, developers/builders will continue to pay, beyond the \$500 per single-family lot, the cost differential for underground service laterals.

(Continued on Sheet No. 3-20D)

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## TERMS AND CONDITIONS OF **OPEN ACCESS DISTRIBUTION SERVICE**

The CIAC shall be paid in a lump sum to the Company prior to the company's construction for any phase of a development, and shall not be subject to repayment. Upon payment of the flat fee, installation of the electric infrastructure shall occur promptly by the Company.

- B. For all multi-family housing developments, in which each unit is individually metered by the Company:
  - 1. The developer/builder shall make a one-time, flat fee CIAC payment of \$ 200 for each unit in a multi-family housing development. This one time fee shall be a CIAC paid by the developer/builder for the installation of all plant, facilities, and equipment needed to construct the Basic Service plan to the new multi-family project.
  - 2. The developer/builder will pay a CIAC contribution for 100% of the cost differential associated with any premium services requested and said payment will be grossed up for taxes. The developer/builder will pay the total grossed-up amount.

The CIAC shall be paid in a lump sum to the Company prior to the company's construction for any phase of a development, and shall not be subject to repayment. Upon payment of the flat fee, installation of the electric infrastructure shall occur promptly by the Company.

C. Multi-Family Residential Housing Developments which are master metered shall not be subject to Multi-Family Residential Housing CIAC fee, but shall be assessed for the cost of extensions and connections in accordance with GS Line Extension charges.

111. The Company's actual cost of extending "Local Facilities" to serve new single-family residences not in a development will be recovered in the following manner:

- A. Customers served by the "Local Facilities" will pay the Company:
  - 1. The customer shall make a one-time flat fee CIAC of \$500 for the installation of all plant, facilities, and equipment needed to construct the basic service plan whose cost are not greater than \$5,000. The flat fee will be paid in a lump sum to the Company prior to the Company's construction and shall not be subject to repayment.
  - Any Line Extension request whose basic service plan cost exceeds \$5,000, the customer shall pay an additional up front payment equal to the total Basic Service Plan cost minus \$5,000.

(Continued on Sheet No. 3-21D)

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# TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

- 3. In addition the customer will pay 100% of the cost differential associated with any premium services requested.
- 4. Any party who, because the party requested an extension of line facilities, paid the Company a CIAC for cost in excess of \$5,000 will be entitled to a refund of a portion of the CIAC for cost in excess of \$5,000 in accordance with the following:

If a new additional customer, within 4 years of the CIAC having been paid, utilizes the "Local Facilities" for which the CIAC had been paid, the party who paid the CIAC will be entitled to a refund which represents a pro-rata portion of the original CIAC calculated to equitably share the CIAC responsibility for those facilities used in service by both the new additional and original customer.

- 5. The appropriate share and appropriate refund will be determined by taking into account the cost of the line extension, the total and relative uses of the line extension by all customers being served from it, and the cost to the Company of owning and operating the line extension.
- 6. Under no circumstances will Premium Service Cost payments be subject to refund.

IV. The Company will defer a carrying charge at the rate of 18.97% per year calculated as follows:

Actual Cost of Local Facilities

Minus: Net of Tax CIAC Payments

Equals: Amount to Which Carrying Charge is Applied

The deferred carrying charges will be recorded as a regulatory asset for recovery beginning in January, 2011.

#### <u>Other</u>

The following items listed apply to all Line Extensions and the Company's estimate of the customer's upfront payment to the Company as a contribution to offset the Company's estimated Construction Cost to serve the customer.

- 1) All Line Extensions shall be the property of and shall be operated and maintained by the Company.
- 2) The Company shall have the right to use any Line Extension in furnishing service to any applicant located adjacent to such Line Extension and the further right to construct other extensions from the distribution facilities so constructed.

(Continued on Sheet No. 3-22D)

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# TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

Other (Cont'd)

- 3) Line extension cost estimates should not include costs normally incurred by the utility to maintain, protect or upgrade its distribution system. System improvement cost required for the general distribution system that serves multiple customers, which are driven by the customer's load addition should not be factored into the Line Extension cost estimate.
- 4) Costs incurred by the Company for tree removal and/or trimming are considered as excess cost and are subject to inclusion as Premium cost.
- 5) Costs incurred by the Company for right-of-way are considered as excess cost and are subject to inclusion as Premium cost.
- 6) New service requests for capacity above 5 MVA will be served from the company's transmission system, unless the company deems it reasonable and prudent to serve the customer from an available distribution system.
- 7) Multi-phasing as part of a Line Extension is an excess cost, unless the Company determines that the multi-phasing is a required improvement benefiting the Company's operation of the general distribution system.
- 8) The company shall not be required to install Line Extension or Backbone facilities using rear lot line construction. The Company may elect, however, to use rear lot line construction at no additional cost to the customer.
- 9) Any portion of a CIAC payment which may become subject to refund due to the provisions contained in this section shall be made upon the customer's request. It shall be the customer's responsibility to maintain sufficient records of CIAC payments made and initiate a written request for refund. The Company shall assume no obligation to initiate a refund unless it has received a written request from the customer.

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# SUPPLIER TERMS AND CONDITIONS OF SERVICE

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# 2. APPLICATION

These Supplier Terms and Conditions of Service apply to any person, firm, copartnership, voluntary association, joint-stock association, company or corporation, wherever organized or incorporated, that is engaged in the business of supplying electricity to customers that take distribution service from the Company. These Supplier Terms and Conditions of Service also apply to any such entity that is engaged in the business of providing metering, meter data management and billing services to customers that take distribution service from the Company.

A copy of the Supplier Terms and Conditions of Service under which service is to be rendered will be furnished upon request.

(Continued on Sheet No. 3-24D)

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# SUPPLIER TERMS AND CONDITIONS OF SERVICE

#### CUSTOMER CHOICE OF COMPETITIVE SERVICE PROVIDER 3.

Customers taking service under the Company's Terms and Conditions of Open Access Distribution Service may elect energy services from a gualified CRES Provider, metering services from a qualified Meter Service Provider (MSP), meter data management services from a qualified Meter Data Management Agent (MDMA) and/or billing services from a qualified Billing Agent (BA). Any MSP, MDMA and/or BA services provided to the customer must be arranged through the CRES Provider who provides energy services to the customer.

Qualifications and other eligibility criteria for such entities are specified herein. CRES Providers, MSPs, MDMAs and BAs are also subject to the rules and certification criteria established by the Commission for such entities as incorporated herein. CRES Providers, MSPs, MDMAs and BAs are collectively referred to as Competitive Service Providers (CSPs).

Any customer who desires service from a CSP must first contract with a CRES Provider who will arrange for the provision of such services. The CRES Provider shall then notify the Company at least twelve (12) calendar days prior to the customer's regularly scheduled meter reading date after which the customer will receive service from the CSP. All changes in CRES Provider shall occur at the end of the customer's regularly scheduled meter reading date. Any request to change a customer's CRES Provider received after twelve (12) calendar days prior to the customer's regularly scheduled meter reading date shall become effective the subsequent billing month.

Upon request, customers will be sent an information package containing a summary of the Customer Choice program and a current list of CRES Providers.

The list of CRES Providers will be provided to any customer upon request, all new customers, any customer who is dropped for nonpayment by a CRES Provider, and any customer who returns to the Company's Standard Offer Service due to default by a CRES Provider.

The list of CRES Providers will be posted on the Company's website. The list of CRES Providers will contain the names of those CRES Providers currently registered to enroll and actively seeking residential customers in the Company's service territory.

#### 4. CHANGING COMPETITIVE SERVICE PROVIDERS

During the Market Development Period, Standard Offer Service will be provided under the Company's standard schedules.

Customers may change CSPs no more than once during any month subject to the provisions below.

(Continued on Sheet No. 3-25D)

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# P.U.C.O. NO. 7

# SUPPLIER TERMS AND CONDITIONS OF SERVICE

Requests to change a customer's CRES Provider must be received by the Company from the new CRES Provider. If the Company receives such a request to change a customer's CRES Provider, the customer shall be notified by the Company concerning the requested change within two business days. If the customer challenges the requested change, the change will not be initiated. The customer has seven (7) days from the postmark date on the notice to contact the Company to rescind the enrollment request or notify the Company that the change of CRES Provider was not requested by the customer. Within two business days after receiving a customer request to rescind enrollment with a CRES Provider, the Company shall initiate such rescission and mail the customer confirmation that such action has been taken.

Any request for initial service for a customer under the Company's open access distribution schedules or subsequent changes to a customer's MSP, MDMA and/or BA must be provided by the CRES Provider that provides energy services to the customer and arranges for such MSP, MDMA and/or BA services on behalf of the customer. The CRES Provider must obtain, and maintain documentation of, authorization from the customer for any changes in MSP, MDMA and/or BA.

The customer shall pay a charge of \$10.00 to the Company for each transaction in which a customer authorizes a change in one or more CSPs. However, this switching charge shall not apply in the following specific circumstances: (a) the customer's initial change to service under the Company's open access distribution schedules and service from a CRES Provider, (b) the customer's CRES Provider is changed involuntarily. (c) the customer returns to service from the customer's former CRES Provider following an involuntary change in CRES Provider, or (d) the customer's former CRES Provider's services have been permanently terminated and the customer must choose another CRES Provider.

In the event that a CSP's services are permanently terminated, and the CSP has not provided for service to the effected customers, the CSP shall send timely notification to the Company and the effected customers regarding the termination of such services. Such notification shall describe the process for selecting a new CSP and note that service will be provided by the Company under the Company's Standard Offer Service if a new CSP is not selected.

A customer's return to the Company's Standard Offer Service may be a result of customer choice, CRES Provider default, termination of a CRES Provider contract, opt out or termination of a governmental aggregation program, or CRES Provider withdrawal. A customer will be returned to Standard Offer Service only after the customer fails to choose an alternative CRES Provider.

A customer may contact the Company and request to return to the Company's Standard Offer Service. The return to Standard Offer Service shall be conducted under the same terms and conditions applicable to an enrollment with a CRES Provider. The customer will have a seven (7) calendar day rescission period after requesting the Company's Standard Offer Service. Provided the customer has observed the applicable notification requirements and the Company has effectuated the request to return to Standard Offer Service at least twelve (12) calendar days prior to the next regularly scheduled meter reading date, the customer will be returned to Standard Offer Service on the next regularly scheduled meter reading date.

(Continued on Sheet No. 3-26D)

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# SUPPLIER TERMS AND CONDITIONS OF SERVICE

### 5. MINIMUM STAY REQUIREMENTS

Large commercial and industrial customers returning to Standard Offer Service must remain on Standard Offer Service for a period of not less than twelve (12) consecutive months.

Customers served under residential and small commercial (GS-1) rate schedules returning to the Company's Standard Offer Service will not be subject to a minimum stay requirement during the first year of the Market Development Period. After the first year of the Market Development Period, any such customer returning to the Company's Standard Offer Service must remain on the Company's Standard Offer Service through April 15 of the following year if that customer received the Company's Standard Offer Service at any time during the period from May 16 to September 15.

A customer returning to the Company's Standard Offer Service as a result of opting out of a governmental aggregation program or as a result of a CRES Provider default during the Market Development Period as described in Sections 4928.20(D) and 4928.35(D), Ohio Revised Code, will not be subject to the above minimum stay requirements.

Customers of a governmental aggregation where the legislative authority that formed such governmental aggregation has filed written notice with the Commission pursuant to Section 4928.20 (J). Ohio Revised Code, that it has elected not to receive default service from the Company at standard service offer rates may not return to the Company's standard service offer. Such customers shall pay for service at the prevailing market price of power plus costs of the Company's compliance with the alternative energy resource provisions of section 4928.64, Ohio Revised Code.

Any residential or small commercial customer returning to the Company's Standard Offer Service and subject to the minimum stay provision will be given appropriate notice by the Company. The customer will be given at least 14 days notice that the customer will be returned to the Company's Standard Offer Service subject to the minimum stay period provision above if the customer fails to choose another alternative. Such notice will clearly specify (1) the date by which the customer must choose another CRES Provider or alternative and that the customer will return to the Company's Standard Offer Service if the customer fails to make such choice; (2) the minimum stay period during which the customer will be ineligible to choose another CRES Provider; and (3) any alternatives available to the customer to avoid the minimum stay period.

### 6. GENERAL PROVISIONS FOR COMPETITIVE SERVICE PROVIDERS

A CSP must comply with all rules and requirements established by the Commission pertaining, but not limited to, general business practices, information disclosure, customer contract rescission, dispute resolution, customer authorization for switching suppliers, termination of customer contracts, information exchange and supply obligations. A CSP must also agree to comply with all applicable provisions of the Company's open access distribution service schedules, Supplier Terms and Conditions of Service, Terms and Conditions of Open Access Distribution Service, and the applicable Open Access Transmission Tariff. A CSP must also comply with the National Electrical Safety Code if applicable to the service provided by the CSP.

(Continued on Sheet No. 3-27D)

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## SUPPLIER TERMS AND CONDITIONS OF SERVICE

No more than two CRES Providers may provide Competitive Retail Electric Service to a customer during any given billing month.

A customer is not permitted to have partial Competitive Retail Electric Service. The CRES Provider(s) shall be responsible for providing the total energy consumed by the customer during any given billing month.

# 7. TRANSMISSION SERVICE

Transmission service shall be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission. Either a CRES Provider or the customer may contract with the Transmission Provider for transmission service under the applicable Open Access Transmission Tariff. The Transmission Provider is the applicable regional transmission entity. PJM Interconnection LLC is currently the applicable regional transmission entity. Customers contracting with the Transmission Provider for transmission Provider for transmission service and all CRES Providers must complete all required actions relative to membership with the Transmission Provider and be authorized by the Transmission Provider to transact business with regard to transmission service. The contracting entity or its designee is responsible for scheduling under the tariff. Unless other arrangements have been made, the scheduling entity will be billed by the Transmission Provider for transmission provider and be authorized under the applicable open Access Transmission Provider for transmission provider to transact business with regard to transmission service. The contracting entity or its designee is responsible for scheduling under the tariff. Unless other arrangements have been made, the scheduling entity will be billed by the Transmission Provider for transmission services. The contracting entity must also purchase or provide ancillary services as specified under the applicable Open Access Transmission Tariff.

Billing and payment shall be performed as specified in the applicable Open Access Transmission Tariff. Any remaining unpaid amounts and associated fees for transmission service are the responsibility of the customer.

Provisions for scheduling and imbalance are contained within the applicable Open Access Transmission Tariff.

### 8. SUPPLIER CERTIFICATION WITH THE COMMISSION

Suppliers desiring to become CRES Providers must first be certified by the Commission and shall be subject to any certification criteria adopted by the Commission according to Section 4928.08, Ohio Revised Code.

### 9. CRES PROVIDER REGISTRATION WITH THE COMPANY

CRS Providers desiring to provide Competitive Retail Electric Service to customers located within the Company's Service Territory must also register with the Company. The following information must be provided in order to register with the Company:

- a. Proof of certification by the Commission, including any information provided to the Commission as part of the certification process. The registration process may be initiated upon receipt by the Company of an application for certification by the Commission. However, the Company will not complete the registration process until proof of certification by the Commission has been provided.
- b. A completed copy of the Company's CRES Provider Registration Application, along with a non-refundable \$100.00 registration fee payable to the Company.

(Continued on Sheet No. 3-28D)

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### SUPPLIER TERMS AND CONDITIONS OF SERVICE

- c. After the first year, a \$100.00 annual registration fee payable to the Company.
- d. An appropriate financial instrument to be held by the Company against CRES Provider defaults and a description of the CRES Provider's plan to procure sufficient electric energy and transmission services to meet the requirements of its firm service customers.
- e. The name of the CRES Provider, business and mailing addresses, and the names, telephone numbers and e-mail addresses of appropriate contact persons, including the 24-hour emergency contact telephone number and emergency contact person(s).
- f. Details of the CRES Provider's dispute resolution process for customer complaints.
- g. A signed statement by the officer(s) of the CRES Provider committing it to adhere to the Company's Open Access Distribution Schedules, Terms and Conditions of Open Access Distribution Service, Supplier Terms and Conditions of Service and any additional requirements stated in any agreement between the CRES Provider and the Company regarding services provided by either party.
- h. An Executed EDI Trading Partner Agreement and completion of EDI testing for applicable transaction sets necessary to commence service.
- i. The Company shall approve or disapprove the CRES Provider's registration within thirty (30) calendar days of receipt of complete registration information from the CRES Provider. The thirty (30) day time period may be extended for up to thirty (30) days for good cause shown, or until such other time as is mutually agreed to by the CRES Provider and the Company.

The Company will notify the CRES Provider of incomplete registration information within ten (10) calendar days of receipt. The notice to the CRES Provider shall include a description of the missing or incomplete information.

Alternative dispute resolution under the provisions of Chapter 4901:1-26 of the Ohio Administrative Code shall be available to CRES Providers and the Company to address disputes and differences between the parties.

# 10. CRES PROVIDER CREDIT REQUIREMENTS

The Company will apply, on a non-discriminatory and consistent basis, reasonable financial standards to assess and examine a CRES Provider's creditworthiness. These standards will take into consideration the scope of operations of each CRES Provider and the level of risk to the Company. This determination will be aided by appropriate data concerning the CRES Provider, including load data or reasonable estimates thereof, where applicable.

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# SUPPLIER TERMS AND CONDITIONS OF SERVICE

A CRES Provider shall satisfy its creditworthiness requirement and receive an unsecured credit limit by demonstrating that it has, and maintains, investment grade long-term bond ratings from any two of the following four rating agencies:

AGENCY	SENIOR SECURITIES RATING (BONDS)
Standard & Poors	BBB- or higher
Moody's Investors' Services	Baa3 or higher
Fitch IBCA	BBB- or higher
Duff & Phelps Credit Rating Company	BBB- or higher

The CRES Provider will provide the Company with its or its parent's most recent independentlyaudited financial statements (if applicable), and its or its parent's most recent Form 10-K and Form 10-Q (if applicable).

The Company shall make reasonable alternative credit arrangements with a CRES Provider that is unable to meet the aforementioned criteria and with those CRES Providers whose credit requirements exceed their allowed unsecured credit limit. The CRES Provider may choose from any of the following credit arrangements in a format acceptable to the Company: a guarantee of payment; an irrevocable Letter of Credit; a Prepayment Account established with the Company; a Surety Bond, including the Company as a beneficiary; or other mutually agreeable security or arrangement. The alternate credit arrangements may be provided by a party other than the CRES Provider, including one or more ultimate customers. The fact that a guarantee of payment, irrevocable Letter of Credit, Prepayment Account, or Surety Bond is provided by a party other than the CRES Provider shall not be a factor in the determination of the reasonableness of any alternative credit arrangement, as long as such party and the related credit arrangements meet the Company's standard credit requirements. The amount of the security required must be and remain commensurate with the financial risks placed on the Company by that CRES Provider, including recognition of that CRES Provider's performance.

The Company will make available its credit requirements upon request. A CRES Provider may appeal the Company's determination of credit requirements to the Commission or seek Staff mediation as to any dispute.

# 11. CUSTOMER ENROLLMENT PROCESS

### a. Pre-Enrollment Customer Information List

Upon request, the Company will electronically provide to any CRES Provider certified by the Commission the most recent Customer Information List. The CRES Provider will pay the Company \$150.00 per list provided.

The Company will offer the Customer Information List with updates available quarterly throughout the Market Development Period. Once the list has been updated, a CRES Provider may not use a Customer Information List from a prior quarter to contact customers, but CRES Providers shall not be required to purchase subsequent lists.

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# SUPPLIER TERMS AND CONDITIONS OF SERVICE

The Company will provide customers the option to have all the customer's information listed in the section below removed from the Customer Information List. At the same time, the Company will also provide customers with the option to have all information listed below reinstated on the Customer Information List. Customers will be notified of such options quarterly throughout the Market Development Period.

The following information will be provided on the Customer Information List for each customer who has not requested that all information be removed from this list:

Customer name Service address Service citv Service state and zip code Mailing address Mailing city Mailing state and zip code Rate schedule under which service is rendered Rider (if applicable) Load profile reference category Meter type (if readily available) Interval meter data indicator (if readily available) Budget bill / PIPP indicator Meter reading cycle Most recent twelve (12) months of historical consumption data (actual energy usage and demand, if available)

The Company will provide the Customer Information List by either a compact disc or on a designated website. The information will be prepared and distributed in a uniform and useable format that allows for data sorting. Customers participating in the percentage of income payment plan (PIPP) program will be coordinated exclusively through the PIPP program administered by the Ohio Department of Development.

b. CRES Provider Requests for Customer Information

CRES Providers certified by the Commission may request historical interval meter data through a Direct Access Service Request (DASR) after receiving the appropriate customer authorization. The interval meter data will be transferred in a standardized electronic transaction. The CRES Provider will be responsible for the incremental costs incurred to prepare and send such data.

c. Direct Access Service Requests

Enrollment of a customer is done through a DASR, which may be submitted only by a CRES Provider.

DASRs will be effective at the end of the customer's next regularly scheduled meter reading date provided that the DASR is received by the Company at least twelve (12) calendar days before the next meter reading date.

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All DASRs will be submitted to the Company no more than thirty (30) calendar days prior to the scheduled meter reading date when the CRES Provider desires the switch to occur, unless otherwise agreed upon by the parties. The Company will process all valid DASRs and send the confirmation notice to the customer within two business days. Simultaneous with the sending of the confirmation notice to the customer, the Company will electronically advise the CRES Provider of acceptance. Notice of rejection of the DASR to the CRES Provider shall be sent within one business day, if possible, but in no event later than four (4) calendar days, and include the reasons for the rejection. The customer has seven (7) calendar days from the confirmation notice to cancel the contract without penalty. If the customer cancels the contract, the Company shall send a drop notice to the CRES Provider and the previous CRES Provider will continue to serve the customer under the terms and conditions in effect prior to submission of the new DASR.

DASRs will be processed on a "first in" priority basis based on the received date, and using contract date as the tie-breaker. Any subsequent DASRs received within the same billing cycle will be rejected and returned to the CRES Provider who submitted the DASR.

To receive service from a CRES Provider, a customer must have an active service account with the Company. After the service account is active, a CRES Provider may submit a DASR as described herein.

d. Government Aggregation Customer Information List

Upon request, the Company will provide to any governmental aggregator certified by the Commission a Government Aggregation Customer Information List. The Company will provide the Government Aggregation Customer Information List by compact disc. The information will be prepared and distributed in a uniform and useable format that allows for data sorting. The governmental aggregator will pay the Company \$500.00 per list provided.

The list will include information for all customers residing within the governmental aggregator's boundaries based upon the Company's records, including an identification of customers who are currently in contract with a CRES provider or in a special contract with the Company. The list will also include those customers that elect to have their information removed from the Pre-Enrollment Customer Information List. The Company cannot guarantee that the list will include all of the customers residing within the aggregator's boundaries, nor can the Company guarantee that all the customers shown on the list reside within the aggregator's boundaries. In addition to all information included on the Pre-Enrollment Customer Information List, the Government Agregation Customer Information List shall also include the customer's Service Delivery Identifier (SDI).

### 12. CONFIDENTIALITY OF INFORMATION

All confidential or proprietary information made available by one party to the other in connection with the registration of a CRES Provider with the Company and/or the subsequent provision and receipt of service under these Supplier Terms and Conditions of Service, including but not limited to load data, and information regarding the business processes of a party and the computer and communication systems owned or leased by a party, shall be used only for purposes of registration with the Company, receiving or providing service under these Supplier Terms and Conditions of Service and/or providing Competitive Retail Electric Service to customers in the Company's service territory. Other than disclosures to representatives of the Company or the CRES Provider for the purposes of enabling that party to fulfill its obligations under these Supplier Terms and Conditions of Service territory, a party may not disclose confidential or proprietary information without the prior authorization and/or consent of the other party.

The CRES Provider shall keep all customer-specific information supplied by the Company confidential unless the CRES Provider has the customer's written authorization to do otherwise.

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### SUPPLIER TERMS AND CONDITIONS OF SERVICE

# 13. LOSSES

Either the CRES Provider or the Transmission Provider may provide both transmission and distribution losses as required to serve customers at various delivery voltages. If a CRES Provider arranges to provide transmission losses under the provisions of the applicable Open Access Transmission Tariff, then the CRES Provider must also arrange for the appropriate distribution losses. Customers served at transmission and subtransmission voltages require no additional losses other than the losses specified in the applicable Open Access Transmission Tariff. Customers served at primary distribution voltage require 1.9% additional average losses of amounts received by the Company for delivery to the customer. Customers served at secondary distribution voltage require 5.1% additional average losses of amounts received by the Company for delivery to the customer.

### 14. METER SERVICE PROVIDERS (MSPs)

MSPs desiring to provide service to customers in the Company's Service Territory must submit a written application to the Company in order to provide metering services for ownership, installation, inspection and auditing. Such application shall include the following:

- a. A \$500.00 initial registration fee payable to the Company and a \$100 annual registration fee thereafter.
- b. Proof of creditworthiness to the Company, including an appropriate financial instrument to be held by the Company and used in the event of damages as a result of the MSP's actions.
- c. The name of the MSP, business and mailing addresses, and the names, telephone numbers and e-mail addresses of appropriate contact persons, including the 24-hour emergency contact telephone number and emergency contact person(s).
- d. Details of the MSP's dispute resolution process for customer complaints.
- e. A signed statement by the officer(s) of the MSP committing it to adhere to the Company's open access distribution schedules, Terms and Conditions of Open Access Distribution Service, Supplier Terms and Conditions of Service and any additional requirements stated in any agreement between the MSP and the Company regarding services provided by either party.
- f. Proof of an electrical subcontractor's license issued by the Ohio Department of Commerce, including the name of the person or entity to which the license has been issued, license number and expiration date. Certification may require an employee to be a licensed electrician in the service area where work is performed.
- g. Description of the (a) applicant's electric meter installation, maintenance, repair and removal experience, (b) applicant's training and experience regarding electrical safety and (c) educational and training requirements in electrical work and safety that the MSP will require from its employees before they are permitted to install, maintain, repair or remove electric meters or metering devices.

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The MSP must also agree to the following standards for metering services:

- a. The Company must approve the type of any and all metering equipment to be installed. Such metering and practices must conform with the Company's metering service guides and standards and must comply with the Meter Testing provision of the Company's Terms and Conditions of Open Access Distribution Service. A written agreement between the Company and the MSP shall specify those categories or types of meters for which the MSP is certified to install/remove or test/maintain.
- b. The MSP shall allow the Company to disconnect the MSP's meter, or promptly perform a disconnection as notified by the Company where a customer's service is subject to disconnection due to non-payment of distribution charges. The Company shall be permitted to audit the meter accuracy of MSP meters and to disconnect or remove a MSP's meter when necessary to maintain the safe and reliable delivery of electrical service. The MSP is responsible to acquire the right of ingress and egress from the customer to perform its functions. When necessary, the MSP must also seek written approval and secure from the customer any keys necessary to access locked premises.
- c. The MSP is responsible for detecting and immediately notifying the Company of hazardous conditions noted at the customer's electrical service and meter installation.
- d. The MSP is responsible for recording and notifying the Company of conditions detected on the customer's premises which present potential for injury.
- e. The MSP shall be responsible for conforming to Company standards for sealing and resealing meters as well as properly resetting and sealing demand measurement devices.

### 15. METER DATA MANAGEMENT AGENTS (MDMAs)

MDMAs desiring to provide service to customers in the Company's Service Territory must submit a written application to the Company in order to provide any meter reading or data management services. Such application shall include the following:

- a. A \$100.00 annual registration fee payable to the Company.
- b. Proof of creditworthiness to the Company, including an appropriate financial instrument to be held by the Company and used in the event of damages as a result of the MDMA's actions.
- c. The name of the MDMA, business and mailing addresses, and the names, telephone numbers and e-mail addresses of appropriate contact persons, including the 24-hour emergency contact telephone number and emergency contact person(s).
- d. Details of the MDMA's dispute resolution process for customer complaints.

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- e. A signed statement by the officer(s) of the MDMA committing it to adhere to the Company's Open Access Distribution Schedules, Terms and Conditions of Open Access Distribution Service, Supplier Terms and Conditions of Service and any additional requirements stated in any agreement between the MDMA and the Company regarding services provided by either party.
- f. Description of the (a) applicant's experience in meter reading, data validation, editing and estimation, and other data management activities and (b) educational and training requirements that the MDMA will require from its employees before they are permitted to perform such meter reading, data validation, editing and estimating and other data management activities.

The MDMA must also agree to the following standards for meter data management services:

- a. All billing meters shall be read each month, unless otherwise mutually agreed to by the MDMA and the Company.
- b. Meter data shall be read, validated, edited and transferred pursuant to Commission and Company approved standards. The Company and the MDMA must agree to common data formats for the exchange of validated data.
- c. The Company shall have reasonable access to the MDMA data server.
- d. The MDMA shall provide to the appropriate entities reasonable and timely access to meter data as required for billing, settlement, scheduling, forecasting and other functions.
- e. The MDMA shall retain the most recent twelve (12) months of data for any customer who elects the MDMA to perform meter reading and data management services. Such data must be retained for a minimum period of 36 months and must be released upon request to either the customer or an entity authorized by the customer.
- f. Within five (5) business days after the installation of a meter, the MDMA must confirm with the Company that the meter and meter reading system are working properly and that the billing data is valid.
- g. No more than 10% of the individual meters read by the MDMA shall contain estimated data, with no single account being estimated more than two consecutive months. Estimated data must be based on historical data and load profile data as provided by the Company.
- h. The MDMA shall comply with the Company's time requirements for the posting of validated meter reading data on the MDMA server.
- i. The MDMA is responsible for acquiring the right of ingress and egress from the customer to perform its functions. When necessary, the MDMA must also seek written approval and secure from the customer any keys necessary to access locked premises.

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- j. The MDMA is responsible for identifying suspected cases of the unauthorized use of energy and shall report such concerns to the customer's CRES Provider, Transmission Provider and the Company. The CRES Provider shall resolve such concerns and pursue the appropriate legal response and all necessary parties shall support this action. The customer's supplier of meter services (MSP or the Company) shall make the necessary meter corrections and/or repairs, and then notify the MDMA who shall correct the previous meter usage data and provide to the appropriate entities such data as required for billing, settlement, scheduling, forecasting and other functions. Any billing corrections shall be consistent with the provisions of the Company's Terms and Conditions of Service for Open Access Distribution Service.
- k. The MDMA is responsible for detecting and immediately notifying the Company of hazardous conditions noted at the customer's electrical service and meter installation.
- I. The MDMA is responsible for recording and notifying the Company of conditions detected on the customer's premises which present potential for injury.
- m. The MDMA shall be responsible for conforming to Company standards for sealing and resealing meters as well as properly resetting and sealing demand measurement devices.

# 16. CONSOLIDATED BILLING BY A BILLING AGENT (BA)

BAs desiring to provide service to customers in the Company's Service Territory must submit a written application to the Company in order to provide consolidated billing-related services to customers. Such application shall include the following:

- a. A \$100.00 annual registration fee payable to the Company.
- b. \Proof of creditworthiness to the Company, including an appropriate financial instrument to be held by the Company and used in the event of damages as a result of the BA's actions.
- c. The name of the BA, business and mailing addresses, and the names, telephone numbers and e-mail addresses of appropriate contact persons, including the 24-hour emergency contact telephone number and emergency contact person(s).
- d. Details of the BA's dispute resolution process for customer complaints.
- e. A signed statement by the officer(s) of the BA committing it to adhere to the open access distribution schedules, Terms and Conditions of Open Access Distribution Service, Supplier Terms and Conditions of Service and any additional requirements stated in any agreement between the BA and the Company regarding services provided by either party.

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- f. Description of the (a) applicant's training and experience in billing collections, payment services and billing inquiries and (b) educational and training requirements for BA employees regarding such services.
- g. The Company and the BA must agree to common data formats for the exchange of billing data.

A written agreement between the Company and the BA shall specify the bill format regarding transmission- and distribution-related services. Regardless of such format, each customer's bill rendered by the BA shall show charges for generation, transmission, distribution and other services covered under the particular bill and also indicate the provider of each service.

The BA must agree to be subject to the same provisions as the Company, including requirements as specified in the Company's Open Access Distribution Schedules, Terms and Conditions of Open Access Distribution, Ohio Revised Code, and all other legislative and regulatory mandates regarding billing. The BA is responsible for electronically transmitting funds received from the customer for charges from Company for distribution service, together with the associated customer account data, on the same day as receiving said funds. The BA assumes responsibility for outstanding distribution service charges from the Company and is responsible for providing payment in full of all charges for distribution service from the Company by the due date in accordance with terms of the applicable open access distribution schedule. Failure of the BA to transmit such funds by the due date will result in late charges applied to the affected customer's account according to the provisions of the customer's open access distribution schedule. If the BA fails to provide payment to the Company by the due date of the next bill, the Company will thereafter directly bill the customer for distribution service from the Company. In addition, the financial instrument will be forfeited to the extent necessary to cover bills due and payable to the Company.

The Company will provide a credit to BAs that are CRES Providers and that issue consolidated bills to their customers that include the Company's distribution charges. Such credit shall be equal to \$1.00 for each consolidated bill issued by the BA during the first one year period that the Company can accommodate such consolidated billing.

### 17. CONSOLIDATED BILLING BY THE COMPANY .

Upon request, the Company will offer Company-issued consolidated bills to customers receiving service from a CRES Provider upon execution of an appropriate agreement between the CRES Provider and the Company. Company-issued consolidated billing will include budget billing as an option. The CRES Provider will be responsible for the Company's incremental cost of issuing consolidated bills. The CRES Provider must electronically provide all information in a bill-ready format.

At the Company's discretion, any customer receiving Company consolidated billing with a CRES Provider billing arrearage of more than 60 days may be switched back to the Company's Standard Offer Service and will not be permitted to select a new CRES Provider until the arrearage is paid.

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### SUPPLIER TERMS AND CONDITIONS OF SERVICE

If the customer's CRES Provider defaults, the Company reserves the right to retain payments collected from the customer and to apply such payments to the Company's charges.

#### 18. METERING AND LOAD PROFILING

All customers with maximum monthly billing demands of 200 KW or greater for the most recent twelve (12) months shall be interval metered. The customer or the customer's CRES Provider may request an interval meter for customers with maximum monthly billing demands less than 200 kW.

The cost of any interval metering facilities installed by the Company to comply with this requirement or as a result of such request shall be paid by the customer. The customer shall make a one-time payment for the metering facilities at the time of installation of the required facilities, or, at the customer's option, up to 24 consecutive equal monthly payments reflecting an annual interest charge as determined by the Company, but not to exceed the cost of the Company's most recent issue of long-term debt. If the customer elects the installment payment option, the Company shall require an initial payment equal to 25% of the total cost of the metering facilities.

In addition, the customer shall pay a net charge to cover the incremental cost of operation and maintenance and meter data management associated with such interval metering as follows. Charges are for service performed on a Company installed standard interval meter.

Service Performed During Normal Business Hours	Charge (\$)
Connect phone line to meter at a time other than the initial interval meter	
installation	54.00
Perform manual meter reading	39.00
Check phone line and perform manual meter reading due to communication loss	44.00
Repair/replace surge protector	65.00
Repair/replace interval board	146.00
Repair/replace modern board	236.00
Repair/replace interval and modern boards	304.00

The customer or the customer's CRES Provider may select a meter from the Company's approved equipment list. The customer or the customer's CRES Provider may communicate with the meter for the purpose of obtaining usage data, subject to the Company's communication protocol. The customer is responsible for providing the telephone line for purposes of reading the meter.

A customer that is required to have interval metering must approve a work order for interval meter installation before a CRES Provider may serve such customer. During the period between when the customer has requested an interval meter and the time that the Company is able to install such a meter, a Company load profile will be used for settlement purposes and consumption meter readings will be used for billing.

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### SUPPLIER TERMS AND CONDITIONS OF SERVICE

All load profiling shall be performed by the Company. Sample data and customer specific interval metering, when available, will be used in the development of the total load profile for which a CRES Provider is responsible for providing generation and possibly arranging transmission services. Such data shall be provided to the BA or other entities as required for monthly billing.

## 19. DEPOSITS

Security for the payment of bills for service from a CRES Provider will be governed, as specified in Chapter 4901:1-21-07 of the Ohio Administrative Code, which is herein incorporated by reference as it is from time to time amended.

# 20. PAYMENTS

Partial payment from a customer shall be applied to the various portions of the customer's total bill in the following order. (a) past due distribution, Standard Offer Service generation and transmission charges, (b) past due CRES Provider charges, (c) current CRES Provider charges, (d) current distribution, Standard Offer Service generation and transmission charges, and (e) other past due and current non-regulated charges.

### 21. COMPANY'S LIABILITY

In addition to the Company's liability as set forth in the Company's Terms and Conditions of Open Access Distribution Service, the following shall apply. The Company shall use reasonable diligence in delivering regular and uninterrupted supply of energy to the customer, but does not guarantee continuous, regular and uninterrupted service. The Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. The Company is also not liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's control. The Company shall not be liable for damages in case such service should be interrupted or fail by reason of failure of the customer's CRES Provider to provide appropriate energy to the Company for delivery to the customer. The Company shall not be liable for any damages, financial or otherwise, to any of the customer's CSPs resulting from an interruption of service.

Meters shall be provided and maintained by the Company unless the customer selects a MSP to provide metering services. Unless otherwise specified, such meters shall be and remain the property of the Company.

# 22. COMPETITIVE SERVICE PROVIDER'S LIABILITY

In the event of loss or injury to the Company's property through misuse by, or negligence of, the CRES Provider, MSP, MDMA or BA, or the CSP's agents and employees, the CSP shall be obligated and shall pay to the Company the full cost of repairing or replacing such property.

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Unless authorized by the Company to do so, a CSP and its agents and employees shall not tamper with, interfere with or break the seals of meters or other equipment of the Company installed on the customer's premises, and, under any circumstances, the CSP assumes all liability for the consequences thereof. The CSP agrees that no one, except agents and employees of the Company, shall be allowed to make any internal or external adjustments to any meter or other piece of apparatus which belongs to the Company.

#### METER ACCURACY AND TESTS 23.

A MSP's meter performance levels, testing methods and test schedules must comply with all standards specified by the Company. Such details shall be specified in the agreement between the Company and the MSP.

When metering is provided by an MSP, the Company may, at its discretion, direct meterrelated inquiries from the customer to the MSP for response, or the Company may send notification to the MSP to perform a test of the accuracy of its meter. At the MSP's request, or should the MSP fail to perform a customer-requested test in a timely manner, the Company, at its discretion, may agree to test the accuracy of a meter supplied by the MSP. Regardless of the test results, the MSP shall pay to the Company a flat amount equal to the Company's current average cost of performing such meter tests. Such test will be conducted using a property calibrated meter standard.

The Company, at its discretion, may perform a test of the accuracy of a meter supplied by the MSP at any time. If the meter fails to perform at the accuracy standards set forth in the Company's Terms and Conditions of Open Access Distribution Service, the MSP will be responsible to remedy the accuracy of the meter, and to pay to the Company a flat amount equal to the Company's current average cost of performing such meter tests.

#### 24. BILLING CORRECTIONS

Any correction of bills due to a meter registration error must be coordinated with the other entities utilizing the billing data which is in error. Any entity which detects an error in billing data shall promptly notify the MDMA or the Company if it is performing the function of the MDMA. The MDMA shall then correct any necessary data and provide to the appropriate entities such data as required for billing, settlement, scheduling, forecasting and other functions. Any billing corrections shall be consistent with the provisions of the Company's Terms and Conditions of Open Access Distribution Service.

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# SUPPLIER TERMS AND CONDITIONS OF SERVICE

#### 25. TERMINATION OR SUSPENSION OF A CRES PROVIDER

Notwithstanding any other provision of this Tariff or any agreement between the Company and the CRES Provider, in the event of a default by the CRES Provider, the Company shall serve written notice of such default in reasonable detail and with a proposed remedy to the CRES Provider and the Commission. On or after the date the default notice has been served, the Company may file with the Commission a written request for authorization to terminate or suspend the service agreement between the Company and the CRES Provider. Except for default due to non-delivery, if the Commission does not act within ten (10) business days upon receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the eleventh (11th) business day. If the default is due to non-delivery, and if the Commission does not act within five (5) business days upon receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the sixth (6<sup>m</sup>) business day. Termination or suspension shall require authorization from the Commission.

The Company shall send notices pursuant to this section by e-mail, fax, overnight mail, or hand delivery to the Commission and Staff at the Commission's offices. The Company shall notify all Commissioners, the Chief of Staff, the Director of the Consumer Services Department, the Director of the Utilities Department, the Director of the Legal Department, and the Chief of the Attorney General's Public Utilities Section. The Company shall send the notice to the address and fax number provided by the CRES Provider in its service acreement with the Company.

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# CODE OF CONDUCT

- 1. The Company shall not release any proprietary customer information (e.g., individual customer load profiles or billing histories) to an affiliate, or otherwise, without the prior authorization of the customer, except as required by a regulatory agency or court of law.
- 2. The Company shall make customer lists, which include name, address and telephone number, available on a nondiscriminatory basis to all nonaffiliated and affiliated certified retail electric competitors transacting business in its service territory, unless otherwise directed by the customer. This provision does not apply to customer-specific information, obtained with proper authorization, necessary to fulfill the terms of a contract, or information relating to the provision of general and administrative support services.
- 3. Employees of the Company's affiliates shall not have access to any information about the Company's transmission or distribution systems (e.g., system operations, capability, price, curtailments, and ancillary services), that is not contemporaneously and in the same form and manner available to a nonaffiliated competitor of retail electric service.
- 4. The Company shall treat as confidential all information obtained from a competitive supplier of retail electric service, both affiliated and nonaffiliated, and shall not release such information unless a competitive supplier provides authorization to do so.
- 5. The Company shall not tie (nor allow an affiliate to tie) or otherwise condition the provision of the Company's regulated services, discounts, rebates, fee waivers, or any other waivers of the Company's ordinary terms and conditions of service, including but not limited to tariff provisions, to the taking of any goods and/or services from the Company's affiliates.
- 6. The Company shall not engage in joint advertising or marketing of any kind with its affiliates or directly promote or market any product or service offered by any affiliate. The Company shall also not give the appearance that the Company speaks on behalf of its affiliates or that the customer will receive preferential treatment as a consequence of conducting business with the affiliates.
- 7. The Company, upon request from a customer, shall provide a complete list of all suppliers operating on the system, but shall not endorse any suppliers nor indicate that any supplier will receive preference because of an affiliate relationship.
- 8. The Company shall not trade upon, promote or advertise its affiliate relationship nor allow the Company name or logo to be used by the affiliate in any material circulated by the affiliate, unless it discloses in plain legible or audible language, on the first page or at the first point where the utility name or logo is mentioned, that:
  - (a) The affiliate is not the same company as the Company;
  - (b) The affiliate is not regulated by the Commission; and
  - (c) The customer does not have to buy the affiliate's products in order to continue to receive quality, regulated service from the Company.

The application of the name/logo disclaimer is limited to the use of the name or logo in Ohio.

(Continued on Sheet No. 3-42D)

Filed pursuant to Order dated \_\_\_\_\_ in Case No.

issued:

# CODE OF CONDUCT

- 9. The Company shall provide comparable access to products and services related to tariffed products and services and specifically comply with the following:
  - (a) The Company shall be prohibited from unduly discriminating in the offering of its products and/or services;
  - (b) The Company shall apply all tariff provisions in the same manner to the same or similarly situated entities, regardless of any affiliation or nonaffiliation;
  - (c) The Company shall not, through a tariff provision, a contract, or otherwise, give its affiliates preference over nonaffiliated competitors of retail electric service or their customers in matters relating to any product and/or service;
  - (d) The Company shall strictly follow all tariff provisions;
  - (e) Except to the extent allowed by state law, the Company shall not be permitted to provide discounts, rebates, or fee waivers for any state regulated monopoly service; and
  - (f) Violations of the provisions of this rule shall be enforced and subject to the disciplinary actions described in divisions (C) and (D) of Section 4928.18, Ohio Revised Code.
- 10. Notwithstanding any provision of this Code of Conduct, in a declared emergency situation, the Company may take actions necessary to ensure public safety and system reliability. The Company shall maintain a log of all such actions that do not comply with this Code of Conduct, which log shall be review by the Commission.
- 11. The Company shall establish a complaint procedure for the issues concerning compliance with this rule. All complaints, whether written or verbal, shall be referred to the general counsel of the Company or their designee. The legal counsel shall orally acknowledge the complaint within five business days of its receipt. The legal counsel shall prepare a written statement of the complaint that shall contain the name of the complainant and a detailed factual report of the complaint, including all relevant dates, companies involved, employees involved, and the specific claim. The legal counsel shall counsel shall counsel shall counsel shall counsel shall counsel and the specific claim. The legal counsel shall counsel shall counsel shall counsel and the specific claim. The legal counsel shall counsel shall counsel shall counsel and the specific claim. The legal counsel shall counsel shall counsel shall counsel and the specific claim. The legal counsel shall counsel shall counsel shall counsel and the specific claim. The legal counsel shall counsel shall counsel shall counsel and the specific claim. The legal counsel shall counsel shall counsel shall counsel and the specific claim. The legal counsel shall be reliminary investigation to the complainant in writing within thirty (30) days after the complaint was received, including a description of any course of action that was taken. The legal counsel shall keep a file in the Cost Allocation Manual, of all such complaint statements for a period of not less than three (3) years. This complaint procedure shall not in any way limit the rights if a party to file a complaint with the Commission.

Filed pursuant to Order dated in Case No.

Issued: \_\_\_\_

# P.U.C.O. NO. 7

# RURAL LINE EXTENSION PLAN DEFINITIONS, RULES AND REGULATIONS

# AVAILABILITY OF SERVICE

This plan is applicable for permanent light, power and domestic service to rural customers. Electric energy will be made available to such customers adjacent to distribution lines carrying less than 15,000 volts upon guarantee of revenue as herein provided. Electric Company may in particular cases, be relieved by the Commission from the duty of tapping lines.

### DEFINITIONS

"Electric Company" shall be taken to mean Columbus Southern Power Company.

"Customer" shall be taken to mean any applicant for electric service from a line extension, exclusive of industrial or manufacturing plants, who shall have contracted with the Electric Company to take and pay for the same for a definite period of time, under schedules filed by such Electric Company and approved by the Commission.

"Line Extension" shall be taken to mean the provision of such facilities (poles, fixtures, wires and appurtenances) as are necessary for delivering electrical energy for general use along public highways or Electric Company's right-of-way to one or more customers so located that they cannot be adequately supplied from a secondary system of the Electric Company's existing distribution system.

"Point of Origin" shall be taken to mean the point where a line extension made under this plan connects with and receives energy from any existing transmission or distribution line. Said point shall be the nearest practical point to the customers to be served by said extension.

"Construction Cost" shall be taken to mean the cost of constructing any line extension, and shall include all costs of labor and materials directly chargeable to and necessary to construct the line extension, and all transformers, meters, services, rights-of-way, tree trimming rights, highway permits, actually paid for by said Company and all other elements of actual cost properly chargeable to or against the line extension. Electric Company may, for the purpose of standardization, establish standard construction cost estimates which shall not exceed, in any event, the average cost of constructing such line in the territory involved, in which case the term "Construction Cost" as used in this plan will be understood to mean the standard estimate thus established. Items of Cost shall be classified according to the "Uniform Classification of Accounts for Electric Companies" prescribed by the Public Utilities Commission of Ohio.

"Service" means wires and other appurtenances of adequate capacity from the nearest or most suitable pole of the line extension of the Electric Company, extending not to exceed one service span or approximately 100 feet in length toward the pole, building or terminal connection provided by the customer.

"Commission" means the Public Utilities Commission for the State of Ohio.

#### (Continued on Sheet No. 4-2D)

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

Issued:

Issued by Joseph Hamrock President AEP Ohio

# P.U.C.O. NO. 7

# RURAL LINE EXTENSION PLAN DEFINITIONS, RULES AND REGULATIONS

### LINE EXTENSIONS

The Electric Company will make line extensions within its territory provided applicants on such extensions shall, after the establishment of permanency and credit, contract for payment for energy supplied them in accordance with the Electric Company's applicable schedule filed supply of such energy, and thus become customers, as defined.

Such extensions will be installed and put into operation within six months after date of said contracts and the establishment of permanency and credit and when satisfactory rights-of-way have been established, provided the Company will not be required to start construction until ninety percent of the applicants have entered into for contracts wiring of their premises and fifty percent of such applicants have completed the wiring of their premises and are ready for service.

# RATES

The rates applicable to such customers shall be the rates set forth in schedules on file with the Public Utilities Commission of Ohio for service under this plan.

## CONSTRUCTION PLAN

The Electric Company will construct in accordance with its "Standard of Construction" and thereafter operate and maintain at its own cost line extensions required to serve any customers, who will guarantee revenues therefrom in sufficient amount to comply with the schedules of the Company as filed with the Public Utilities Commission of Ohio and with the conditions as set forth under "Guarantee of Revenue."

In determining the revenues originally so to be guaranteed and any subsequent changes therein:

- (A) The total construction cost of the line extension shall be credited with all money, labor, materials or other items of cost contributed by said customers, at the cost to the Electric Company of all items entering into said contributions and total revenue to be guaranteed shall be based upon cost after credit as aforesaid.
- (B) Appropriate adjustments shall be made annually as of July first of each year, in the amount of revenue guaranteed by each customer, on account of change in the number and/or classification of customers supplied from the line extension.

### **GUARANTEE OF REVENUE**

Except where otherwise provided for in the applicable schedule, customers served by said line extension shall guarantee during the initial contract period of four years, for service supplied under applicable schedule of rates, a monthly payment to the Electric Company equal to two percent of the total "Construction Cost" of the line extension as defined herein, and thereafter a minimum monthly charge of not to exceed two percent of such "Construction Cost" provided, however, that in no case shall said guarantee or said minimum monthly charge be less than the minimum monthly charge specified in the

(Continued on Sheet No. 4-3D)

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

Issued: \_\_\_\_\_

Issued by Joseph Hamrock President AEP Ohio

# P.U.C.O. NO. 7

# RURAL LINE EXTENSION PLAN DEFINITIONS, RULES AND REGULATIONS

filed schedule applicable to said customers service. For customers served prior to May 21, 1992, except where otherwise provided for in the applicable schedule, customers served by said line extension shall guarantee during the initial contract period of four years, for service supplied under the applicable schedule of rates, a monthly payment to the Electric Company equal to one percent of the total "Construction Cost" of the line extension as defined herein, and thereafter a minimum monthly charge not to exceed one percent of such "Construction Cost" provided, however, that said guarantee or said minimum monthly charge be less than the minimum monthly charged specified in the filed schedule applicable to said customer's service.

#### ESTABLISHMENT OF PERMANENCY AND CREDIT

Permanency as used herein is defined as a residence that is permanently affixed and has an environmentally approved water and sewage system provided or planned.

If electric service is requested prior to the installation of an approved water and sewage system, the Company may require from the governing authority evidence of the system's approval. The Company also may require a letter of intent from the customer regarding the system's installation. If the approved water and sewage system has not been installed within ninety (90) days after the establishment of electric service, the Company may declare the residence temporary and require payment of full construction and removal cost of Company facilities.

The Electric Company in order to safeguard its investments, may require any applicant customer to establish a satisfactory credit standing as a guarantee of the payment of his bills during the term of the contract, or, in lieu thereof, to make a suitable cash deposit.

# APPORTIONMENT AND ADJUSTMENT OF GUARANTEES

Said monthly guarantees shall be apportioned among those to be served in the ratio which the minimum monthly payment specified in the applicable schedule bears to the total of all such minimum in the contract for service from the given line extension, provided that for the purpose of calculation, as herein provided, the minimum monthly payment for residential lighting shall in all cases be considered to be not less than one dollar. Nothing herein contained shall, however, preclude any customer from assuming more than his pro-rata share of such guarantee subject to acceptance thereof by the Electric Company.

Customers added to an extension already established shall guarantee revenue to the Electric Company to the same extent and in the same manner as is then currently guaranteed by other customers of the same class served from the line extension. The minimum monthly guarantee shall be reapportioned annually in the manner described above, among all customers supplied from the line extension.

(Continued on Sheet No. 4-4D)

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

Issued:

Issued by Joseph Hamrock President AEP Ohio

# RURAL LINE EXTENSION PLAN DEFINITIONS, RULES AND REGULATIONS

### EXTENSION TO ADDITIONAL CUSTOMERS

Additional customers shall be connected to a line extension already built or to a further extension thereof upon the same terms and conditions as would apply were the extension them being made for all customers including the new customers, provided the inclusion of such new customers will not increase the cost to the existing customers on such extension. Otherwise, any line extension constructed to service additional customers shall be considered and treated as a new and separate line extension.

## CUSTOMER'S WIRING AND EQUIPMENT

All wiring and equipment on the premises of the customer, for utilization of service, shall be installed and maintained at the expense of the customer in a manner to conform with the rules and requirement of any recognized inspection service in effect in the community, and to a standard satisfactory to the Electric Company.

The customer shall also furnish, install, and maintain any poles, wires and other construction necessary to bring the terminus of his wiring to a location where it can be connected to the Electric Company's line extension by a service span, as herein defined, to be supplied by the Electric Company, and the Electric Company shall have the right at any time to discontinue service being supplied to such equipment if it is deemed such equipment is not in accordance with accepted practices. Such disconnection shall not be considered a cancellation of the agreement, and shall not relieve the customer from the payment of proper minimum charges during the full period that service is disconnected.

### TITLE TO LINE EXTENSIONS FINANCED IN PART BY CUSTOMERS

The Electric Company shall not be obligated to deliver energy to any line extension financed in part by customers until every customer participating in said financing shall have agreed in writing that the ownership of such line extension shall be vested in the Electric Company and thereafter said Company shall be obligated to maintain such lines.

# TERM OF CONTRACT

The initial term of contract shall be four (4) years, and thereafter shall be governed by the provision of the applicable schedule.

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

issued:

Issued by Joseph Hamrock President AEP Ohio

# OAD - MISCELLANEOUS DISTRIBUTION CHARGES (Open Access Distribution - Miscellaneous Distribution Charges)

# Collection Charge

When any bill for distribution service by the Company is not paid within fifteen days after the due date thereon, a collection charge of \$8.00 will be assessed if a collection trip to the customer's premises is made.

During the period from November 1 through April 15, the Company makes a second trip if collection is not made on the first trip, even though contact on the first trip took place. The second trip will be made at least 10 days later only if the account remains delinquent. During the remainder of the year, only one trip will be made to the customer's premises.

The collection charge of \$8.00 will be assessed to the account every time a collection trip is made. The Company, normally, would make no more than two trips per month to any one customer's premises.

### Bad Check Charge

When a check received from a customer in payment for service rendered is not honored by the bank, the customer will be charged \$6.00 to pay the additional cost incurred by the Company for processing the check, unless the customer shows that the bank was in error.

#### Reconnection Charge

When distribution service has been terminated for nonpayment, the following charges shall apply for reconnection of service.

During Normal Business Hours	· ·	
Reconnect at Meter	\$11.30	
Reconnect at Pole	60.00	
Remove and Reset Meter	28.00	
Install Locking Device and Reconnect	38.00	
Other Than Normal Business Hours	Off-Shift	<u>Sunday</u>
Reconnect at Meter	\$ 80.00	\$105.00
Reconnect at Pole	180.00	230.00

Normal hours for reconnection are 7:30 A.M. to 4:00 P.M. all weekdays excluding holidays.

When distribution service has been terminated, at the customer's request, for non-credit related reasons, the customer will be assessed a \$30.00 charge for the disconnection, as well as a \$30.00 charge for the subsequent reconnection.

(Continued on Sheet No. 5-2D)

Filed pursuant to Order dated \_\_\_\_\_ in Case No.

Issued: \_\_\_\_\_

# OAD - MISCELLANEOUS DISTRIBUTION CHARGES (Open Access Distribution - Miscellaneous Distribution Charges)

#### Meter Test Charge

The Company will test its meter at the request of the customer. The first test shall be at no charge to the customer. The Company shall charge \$28.00 for any subsequent tests performed at the customer's request and the meter is found to be registering accurately.

### Tampering/Investigation Charge

When service has been obtained through fraudulent or damaging practices, the customer will be charged a minimum fee of \$25.00 for the Company to investigate and to inspect the premises. The customer will pay additional charges for any and all costs of disconnection as well as the costs of repairing or replacing damaged equipment based on the customer's individual situation.

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

Issued: \_\_\_\_\_

Issued by Joseph Hamrock, President AEP Ohio

# MINIMUM REQUIREMENTS FOR DISTRIBUTION SYSTEM INTERCONNECTION

### Applicability

This schedule is applicable to any customer with cogeneration, small power production facilities, and/or other on-site facilities producing electrical energy who wishes to operate such facilities in parallel with the Company's distribution system at voltages up to 35 kV. This schedule is not applicable to the interconnection and parallel operation of facilities which the Federal Energy Regulatory Commission has determined to be subject to its jurisdiction. A customer who has a facility that does not qualify for simplified interconnection pursuant to the Technical Requirements for Interconnection and Parallel Operation of Distributed Generation (Technical Requirements), incorporated herein by reference, may negotiate a separate interconnection agreement with the Company and the terms and conditions of this schedule shall apply to such customers to the extent that the negotiated interconnection agreement does not conflict with this schedule.

#### Purpose

The purpose of this schedule is to implement Ohio Revised Code Section 4928.11, which calls for uniform interconnection standards that are not unduly burdensome or expensive and also ensure safety and reliability, to the extent governing authority is not preempted by federal law. This schedule states the terms and conditions that govern the interconnection and parallel operation of a customer's facility with the Company's distribution system.

#### Customer Request For Interconnection

Any customer seeking to physically connect facilities to the Company's distribution system, which facilities may be used in parallel operation with the Company's distribution system, shall file an interconnection application and sign an interconnection agreement with the Company. For facilities for which the referenced Technical Requirements are applicable, the customer and Company shall execute a simplified interconnection agreement. For all other facilities, the customer and the Company shall execute an interconnection agreement which may be different from the simplified agreement, but which shall conform with the provisions of this schedule, to the extent applicable. Copies of all applicable forms and the Company's Technical Requirements are available upon request.

To the extent possible, interconnection to the Company's distribution system shall take place within the following time frames:

1. Where no construction is required by the Company and the facility qualifies for simplified interconnection pursuant to the screening process contained in the Technical Requirements, interconnection shall be permitted within four weeks of the Company's receipt of a completed interconnection application in compliance with the terms and conditions of this schedule. Prior to actual interconnection, the customer must execute the interconnection agreement.

(Continued on Sheet No. 6-2D)

Filed pursuant to Order dated \_\_\_\_\_\_ in Case No. \_\_\_\_\_

Issued: \_\_\_\_

Issued by Joseph Hamrock, President AEP Ohio

## MINIMUM REQUIREMENTS FOR DISTRIBUTION SYSTEM INTERCONNECTION

### Customer Request For Interconnection (Cont'd)

- 2. Where construction or system upgrades of the Company's distribution system are required, the Company shall provide the customer, in a timely fashion, an estimate of the schedule and the customer's cost for the construction or upgrades. If the customer desires to proceed with the construction or upgrades, the customer and the Company shall enter into a contract. The contract shall contain a construction schedule listing target commencement and completion dates, and an estimate of the customer's costs for construction or upgrades. Assuming the customer is ready, the interconnection shall take place no later than two weeks following the completion of such construction or upgrades. The Company shall employ best reasonable efforts to complete such system construction or upgrades in the shortest time reasonably practical.
  - 3. All interconnection applications shall be processed by the Company in a nondiscriminatory manner. The Company shall promptly provide the customer a written notice of the Company's receipt of the application. The Company will endeavor to place such notice in the U.S. Mail within three business days after the application has been received by the Company's personnel designated on the application form. The Company shall provide the customer with a copy of the screening process and a target date for processing the application. If the application is viewed as incomplete, the Company must provide a written notice within 10 days of receipt of the application by the Company's personnel designated on the application form that the application is not complete together with a description of the information needed to complete the application and a statement that processing of the application cannot begin until the information is received. The Company's target date shall permit interconnection in a timely manner pursuant to the requirements of O.A.C. § 4901:1-22-04(C). Interconnection applications will be processed in the order that they are received. It is recognized that certain interconnection applications may require minor modifications while they are being reviewed by the Company. Such minor modifications to a pending application shall not require that it be considered incomplete and treated as a new or separate application. Minor modifications would not include at least the following: changes in facility size or location; any change requiring a new impact study; or any other substantive change.
- 4. If the Company determines that it cannot connect the customer's facility within the time frames required by O.A.C. § 4901:1-22-04(C), the Company will notify the customer in writing of that fact as soon as possible. The notification will identify the reason or reasons the interconnection could not be completed within the time frames stated in O.A.C. § 4901:1-22-04(C), and provide an estimated date for completion. This section shall not limit the rights of a customer for relief under Ohio Revised Code Chapter 4905.

(Continued on Sheet No. 6-3D)

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

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Issued by Joseph Hamrock, President AEP Ohio

### MINIMUM REQUIREMENTS FOR DISTRIBUTION SYSTEM INTERCONNECTION

#### Technical Requirements

The Company shall maintain a copy of the Technical Requirements at its business office such that the Technical Requirements are readily available to the public. The Company shall provide the Commission Staff with a copy of the Technical Requirements. Standards adopted by IEEE shall supersede the applicable provisions of the Company's Technical Requirements effective the date that IEEE adopts such standards. However, any interconnection made or initiated prior to the adoption of any national standard promulgated by IEEE shall not be subject to that standard. Regarding any IEEE minimum standard, or any guideline that the IEEE may promulgate, the Company may amend the Technical Requirements to the minimum extent required to address unique local conditions, and shall provide such amendments to the Staff and make such amendments available to customers. All Technical Requirements, including superseding standards adopted by IEEE, are incorporated herein by reference.

#### Metering

Any metering installation, testing, or recalibration required by the installation of the customer's generation facilities shall be provided consistent with the Electric Service and Safety Standards pursuant to Ohio Revised Code Chapter 4928, and specifically O.A.C. § 4901:1-10-05 (Metering) and, as applicable, § 4901:1-10-28 (C) (Net Metering).

#### Liability Insurance

Prior to interconnection with the Company, the customer must provide the Company with proof of insurance or other suitable financial instrument sufficient to meet its construction, operating and liability responsibilities pursuant to this schedule. At no time shall the Company require that the applicant negotiate any policy or renew any policy covering any liability through a particular insurance company, agent, solicitor, or broker. The Company's receipt of evidence of liability insurance does not imply an endorsement of the terms and conditions of the coverage.

#### System Impact and Facilities Studies

For those facilities that do not qualify for simplified interconnection pursuant to the screening process included in the Technical Requirements, the Company may require a supplemental review, service study, coordination study, facilities study or Company system impact study prior to interconnection. In instances where such studies are required, the scope of such studies shall be based on the characteristics of the particular generation facility to be interconnected and the Company's system at the specific proposed location. By agreement between the Company and the customer, studies related to interconnection of the generation facility may be conducted by a qualified third party. The cost of an impact facilities study performed by the Company shall be included in the customer with a target date for completion of any required system impact or facilities study. Any such study conducted by the Company shall be shared with the customer.

(Continued on Sheet No. 6-4D)

Filed pursuant to Order dated \_\_\_\_\_ in Case No.

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## MINIMUM REQUIREMENTS FOR DISTRIBUTION SYSTEM INTERCONNECTION

### Interconnection Fees

The Company shall not charge any fees for interconnection other than those authorized by this schedule.

The Company shall charge each customer that applies for interconnection service a nonrefundable application fee of \$100.00 for single phase installations up to 25 kW and \$500.00 for single phase installations over 25 kW and for three phase installations, payable at the time the application is submitted.

Where a system impact study is required to determine the feasibility and cost of safely connecting the customer's generation facilities to the Company's distribution system, the customer shall deposit with the Company an amount as follows:

Installation Type	Deposit (\$)
Single phase installation up to 25 kW*	500
Single phase installation – 26 kW to 100 kW and three phase installation up to 100 kW*	1,000
Single phase and three phase installation - 101 kW to 500 kW*	3,000
Single phase and three phase installation greater than 500 kW*	5,000

\*Based on total rated generating capacity.

Such deposit shall be paid in advance and apply to each installation at the Company's distribution voltages up to 35 kV.

The Company shall apply the deposit to the Company's actual costs, including applicable taxes, to perform the system impact study associated with the interconnection. If such costs are greater than the amount of the deposit, the customer shall pay such additional costs to the Company. If such costs are less than the amount of the deposit the Company shall refund the balance of the deposit to the customer.

#### Additional Fees

The customer is responsible for all equipment and installation costs of the customer's facility.

The Company may require an inspection of the inverter settings of a static inverter-connected generator with capacity in excess of 10 KW prior to interconnection. The customer shall pay a charge of \$115.00 for each inspection.

(Continued on Sheet No. 6-5D)

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

Issued: \_\_\_\_\_

Issued by Joseph Hamrock, President AEP Ohio

# MINIMUM REQUIREMENTS FOR DISTRIBUTION SYSTEM INTERCONNECTION

#### Additional Fees (Cont'd)

The Company may require an inspection of the protective equipment settings of a non-static inverter-connected generator prior to interconnection. The customer shall pay a charge of \$115.00 for each inspection.

The customer shall pay any additional charges, as determined by the Company, for equipment, labor, metering, testing or inspections requested by the customer.

# Construction or Upgrade Fees

If the interconnection requires construction or an upgrade of the Company's system which, save for the generation facility would not be required, the Company will assess the customer the actual cost including applicable taxes of such construction or upgrade. Payment terms for such construction or upgrade will be agreed to and specified in the construction contract. The Company and the customer may negotiate for alternatives in order to reduce any costs or taxes applicable thereto.

#### Resolution of Disputes

The Company or the customer who is a non-mercantile, non-residential customer may seek resolution of any disputes which may arise out of this schedule, including the interconnection and the referenced Technical Requirements in accordance with the Commission's Rules for Alternative Dispute Resolution.

# Special Terms and Conditions of Service

This schedule is subject to the Company's Terms and Conditions of Open Access Distribution Service and all provisions of the OAD service schedule under which the customer takes service. If applicable, the customer shall also take the appropriate service under the provisions of Schedule OAD-SBS and/or Schedule OAD-NEMS.

Filed pursuant to Order dated in Case No.

Issued:

Issued by Joseph Hamrock, President AEP Ohio

# SCHEDULE OAD - RR

# (Open Access Distribution - Residential Service)

### Availability of Service

Available for residential electric service through one meter to individual residential customers, including those on lines subject to the Rural Line Extension Plan, who request and receive electric generation service from a qualified CRES Provider. This schedule shall remain in effect through the last billing cycle of December 2009.

# Monthly Rate (Schedule Code 820)

Customer Charge (\$)	4 <del>.75</del> 4.84	
Distribution Charge (¢/KWH): First 800 KWH All KWH Over 800 KWH	<u>Summer</u> 2.61615 3.19822 2.61615 3.19822	<u>Winter</u> 2.61615 3.19822 2.03132 0.61020

# Minimum Charge

- 1. The minimum monthly charge for service on lines not subject to the Rural Line Extension Plan shall be the customer charge and all applicable riders.
- 2. The minimum monthly charge for electric service supplied from lines subject to the Rural Line Extension Plan shall, for the initial contract period of four years, be the amount provided in the "Definitions, Rules and Regulations for Rural Line Extension Plan," but in no event shall be less than the customer charge and all applicable riders.

## Transmission Service

Transmission service for customers served under this schedule will be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with the Federal Energy Regulatory Commission and as specified in the Company's Terms and Conditions of Open Access Distribution Service.

### Metering and Billing Options

The customer has the option of selecting the Company and/or an alternative supplier for metering, meter data management or billing services. Such services provided to the customer by an alternative supplier must be arranged through the CRES Provider who provides energy services to the customer. Unless the customer explicitly designates otherwise, the Company shall continue to provide such services.

1. An alternative provider of metering services must be registered with the Company as a qualified Meter Service Provider (MSP) as specified in the Company's Supplier Terms and Conditions of Service. The MSP shall be responsible for providing, installing and maintaining the billing meter. Such metering must be of a type approved by the Company and must meet the Company's standards for safety, reliability and accuracy. The Company's meter must be removed by qualified personnel and returned to the Company at either the expense of the MSP or the customer. Once the Company's meter has been received and inspected by the Company, then a credit of \$0.11/month shall apply.

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

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# P.U.C.O. NO. 7

# SCHEDULE OAD - RR (Open Access Distribution - Residential Service)

(Continued on Sheet No. 10-2D)

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

issued:

Issued by Joseph Hamrock, President AEP Ohio

# P.U.C.O. NO. 7

### SCHEDULE OAD - RR (Open Access Distribution - Residential Service)

### Metering and Billing Options (cont'd)

If the customer has received metering services from an MSP and subsequently elects to have the Company once again provide, install and maintain the metering, then the customer shall pay a one-time charge based on the type of meter required.

- 2. An alternative provider of meter data management services must be registered with the Company as a qualified Meter Data Management Agent (MDMA) as specified in the Company's Supplier Terms and Conditions of Service. The MDMA shall be responsible for the collection of metered data and for providing data to the Company and other entities as required for billing purposes.
- 3. A provider of consolidated billing must be registered with the Company as a qualified Billing Agent (BA) as specified in the Company's Supplier Terms and Conditions of Service. The BA shall then provide to the customer a consolidated monthly bill specifying the supplier and charges for generation, transmission, distribution and other services. Unless the customer chooses a BA to provide a consolidated bill, or the customer's CRES Provider has made arrangements with the Company to provide a Company-issued consolidated bill, the Company will provide a separate billing for distribution services under the provisions of this schedule.

### Payment

- 1. Bills from the Company are due and payable in full by mail, checkless payment plan, electronic payment plan, or at an authorized payment agent of the Company within 15 days after the mailing of the bill.
- 2. Should a partial payment be made in lieu of the total payment of the amount owed to the Company, the payment provisions of this schedule shall apply. If a partial payment is made, such partial payment shall be applied to the various portions of the customer's bill in the following order: (a) past due distribution, Standard Offer Service generation and transmission charges, (b) past due CRES Provider charges, (c) current CRES Provider charges, (d) current distribution, Standard Offer Service generation and transmission charges, and (e) other past due and current non-regulated charges.
- 3. If the BA fails to provide payment to the Company by the date of the next monthly bill, the Company will thereafter directly bill the customer for distribution service. In addition, the financial instrument, as specified in the Supplier Terms and Conditions of Service, will be forfeited to the extent necessary to cover bills due and payable to the Company. Any remaining unpaid amounts and associated fees are the responsibility of the customer.

(Continued on Sheet No. 10-3D)

Filed pursuant to Order dated \_\_\_\_\_\_ in Case No.

Issued:

Effective: Cycle 1 January 2009

Issued by Joseph Hamrock, President AEP Ohio

# P.U.C.O. NO. 7

# SCHEDULE OAD - RR

## (Open Access Distribution - Residential Service)

### Applicable Riders

Monthly charges computed under this schedule shall be adjusted in accordance with the following applicable Riders:

Titie	Sheet No.
OAD - Universal Service Fund Rider	60-1D
OAD - Advanced Energy Efficiency-Fund Rider	61-1D
OAD - KWH Tax Rider	62-1D
OAD - Provider of Last Resort Charge Rider	69-1D
OAD - Monongahela Power Litigation Termination Rider	73-1D
OAD - Efficiency and Peak Demand Reduction Cost	<u>81-1D</u>
Recovery Rider	
OAD - Economic Development Cost Recovery Rider	<u>82-1D</u>

### Term of Contract

A written agreement may, at the Company's option, be required.

### Special Terms and Conditions

This schedule is subject to the Company's Terms and Conditions of Open Access Distribution Service.

This schedule is intended for single-phase service. Where the residential customer requests three-phase service, this schedule will apply if the residential customer pays to the Company the difference between constructing single-phase service and three-phase service.

Customers with cogeneration, small power production facilities, and/or other on-site sources of electrical energy supply shall take any required distribution service under Schedule OAD - SBS or Schedule OAD - NEMS.

Filed pursuant to Order dated \_\_\_\_\_ in Case No.\_\_\_\_\_

Issued:

issued by Joseph Hamrock, President AEP Ohio

#### SCHEDULE OAD - GS-1 (Open Access Distribution - General Service - Small)

# Availability of Service

Available for general service to customers with maximum demands less than 10 kW and who request and receive electric generation service from a qualified CRES Provider.\_\_<u>This schedule shall</u> remain in effect through the last billing cycle of December 2009.

# Monthly Rate (Schedule Codes 830, 835)

Customer Charge (\$)	6.80
	<u>6.92</u>
Distribution Charge (¢/KWH)	1.51282
	1.58046

# Minimum Charge

The minimum charge shall be the customer charge and all applicable riders.

### Transmission Service

Transmission service for customers served under this schedule will be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with the Federal Energy Regulatory Commission and as specified in the Company's Terms and Conditions of Open Access Distribution Service.

### Metering and Billing Options

The customer has the option of selecting the Company and/or an alternative supplier for metering, meter data management or billing services. Such services provided to the customer by an alternative supplier must be arranged through the CRES Provider who provides energy services to the customer. Unless the customer explicitly designates otherwise, the Company shall continue to provide such services.

1. An alternative provider of metering services must be registered with the Company as a qualified Meter Service Provider (MSP) as specified in the Company's Supplier Terms and Conditions of Service. The MSP shall be responsible for providing, installing and maintaining the billing meter. Such metering must be of a type approved by the Company and must meet the Company's standards for safety, reliability and accuracy. The Company's meter must be removed by qualified personnel and returned to the Company at either the expense of the MSP or the customer. Once the Company's meter has been received and inspected by the Company, then a credit of \$0.34/month shall apply.

If the customer has received metering services from an MSP and subsequently elects to have the Company once again provide, install and maintain the metering, then the customer shall pay a one-time charge based on the type of meter required.

1. An alternative provider of meter data management services must be registered with the Company as a qualified Meter Data Management Agent (MDMA) as specified in the Company's Supplier Terms and Conditions of Service. The MDMA shall be responsible for the collection of metered data and for providing data to the Company and other entities as required for billing purposes. (Continued on Sheet No. 20-2D)

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

Issued:

# SCHEDULE OAD - GS-1

# (Open Access Distribution - General Service - Small)

### Metering and Billing Options (Cont'd)

3. A provider of consolidated billing must be registered with the Company as a qualified Billing Agent (BA) as specified in the Company's Supplier Terms and Conditions of Service. The BA shall then provide to the customer a consolidated monthly bill specifying the supplier and charges for generation, transmission, distribution and other services. Unless the customer chooses a BA to provide a consolidated bill, or the customer's CRES Provider has made arrangements with the Company to provide a Company-issued consolidated bill, the Company will provide a separate billing for distribution services under the provisions of this schedule.

### Delayed Payment Charge

- 1. Bills from the Company are due and payable in full by mail, checkless payment plan, electronic payment plan, or at an authorized payment agent of the Company within 21 days after the mailing of the bill. On all accounts not so paid, an additional charge of five percent (5%) of the total amount billed will be made. Federal, state, county, township and municipal governments and public school systems not served under special contract are subject to the Public Authority Delayed Payment provision, Supplement No. 21.
- 2. Should a partial payment be made in lieu of the total payment of the amount owed to the Company, the payment provisions of this schedule shall apply. If a partial payment is made, such partial payment shall be applied to the various portions of the customer's bill in the following order: (a) past due distribution, Standard Offer Service generation and transmission charges, (b) past due CRES Provider charges, (c) current CRES Provider charges, (d) current distribution, Standard Offer Service generation and transmission charges, and (e) other past due and current non-requiated charges.
- 3. If the BA fails to provide payment to the Company by the date of the next monthly bill, the Company will thereafter directly bill the customer for distribution service. In addition, the financial instrument, as specified in the Supplier Terms and Conditions of Service, will be forfeited to the extent necessary to cover bills due and payable to the Company. Any remaining unpaid amounts and associated fees are the responsibility of the customer.

Optional Unmetered Service Provision (Schedule Codes 831, 832, 833, 834, 836)

Available to customers who qualify for Schedule OAD-GS-1 and use the Company's distribution service for commercial purposes consisting of small fixed electric loads such as traffic signals and signboards which can be served by a standard service drop from the Company's existing secondary distribution system. This service will be offered at the option of the Company.

Each separate service delivery point will be considered a contract location and shall be separately billed under the service contract.

(Continued on Sheet No. 20-3D)

Filed pursuant to Order dated \_\_\_\_\_ in Case No.

Issued:

Effective: Cycle 1 January 2009

# SCHEDULE OAD - GS-1 (Open Access Distribution - General Service - Small)

### Optional Unmetered Service Provision (Cont'd)

The customer shall furnish switching equipment satisfactory to the Company. The customer shall notify the Company in advance of every change in connected load, and the Company reserves the right to inspect the customer's equipment at any time to verify the actual load. In the event of the customer's failure to notify the Company of an increase in load, the Company reserves the right to refuse to serve the contract location thereafter under this provision, and shall be entitled to bill the customer retroactively under this schedule on the basis of the increased load for the full period such load was connected plus three months.

Calculated energy use per month shall be equal to the contract capacity specified at the contract location times the number of days in the billing period times the specified hours of operation. Such calculated energy shall then be billed at 1.512821.58046¢ per KWH plus a monthly Customer charge of \$4.104.17.

### Applicable Riders

Monthly charges computed under this schedule shall be adjusted in accordance with the following applicable Riders:

Title	Sheet No.
OAD - Universal Service Fund Rider	60-1D
OAD - Advanced Energy Efficiency Fund Rider	61-1D
OAD - KWH Tax Rider	62-1D
OAD - Provider of Last Resort Charge Rider	69-1D
OAD - Monongahela Power Litigation Termination Rider	73-1D
OAD - Efficiency and Peak Demand Reduction Cost	<u>81-1D</u>
Recovery Rider	
OAD - Economic Development Cost Recovery Rider	<u>82-1D</u>

### Term of Contract

A written agreement may, at the Company's option, be required.

# Special Terms and Conditions

This schedule is subject to the Company's Terms and Conditions of Open Access Distribution Service.

Customers with cogeneration, small power production facilities, and/or other on-site sources of electrical energy supply shall take any required distribution service under Schedule OAD - SBS or Schedule OAD - NEMS.

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

Issued: \_\_\_\_

### SCHEDULE OAD - GS-2

# (Open Access Distribution - General Service - Low Load Factor)

# Availability of Service

Available for general service to customers with maximum demands of 10 kW or greater and who request and receive electric generation service from a qualified CRES Provider. <u>This schedule shall</u> remain in effect through the last billing cycle of December 2009.

### Monthly Rate

	Secondary	Primary
Schedule Codes	840, 842, 845, 847	841, 843, 846
Customer Charge (\$)	9.50	121.20
	9.67	<u>123.36</u>
Distribution Demand Charge (\$/kW)	3.6993.765	2.7212.769
Distribution Energy Charge (¢/KWH)	0.04701	0.04701
Maximum Energy Charge (¢/KWH)	7.39800	5.44200
	7.57041	5.579 <u>59</u>

#### Minimum and Maximum Charge

Bills computed under the above rate are subject to the operation of minimum and maximum charge provisions as follows:

1) Minimum Charge - For demand accounts up to 100 KW - the customer charge and all applicable riders.

For demand accounts over 100 KW - the sum of the customer charge, the product of the demand charge and the minimum monthly billing demand, and all applicable riders.

2) Maximum Charge - The sum of the customer charge, the maximum energy charge and all applicable riders. This provision shall not reduce the charge below the amount specified in the Minimum Charge provision above, (1).

# Transmission Service

Transmission service for customers served under this schedule will be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with the Federal Energy Regulatory Commission and as specified in the Company's Terms and Conditions of Open Access Distribution Service.

#### Metering and Billing Options

The customer has the option of selecting the Company and/or an alternative supplier for metering, meter data management or billing services. Such services provided to the customer by an alternative supplier must be arranged through the CRES Provider who provides energy services to the customer. Unless the customer explicitly designates otherwise, the Company shall continue to provide such services.

(Continued on Sheet No. 21-2D)

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

Issued:

Effective: Cycle 1 January 2009

# SCHEDULE OAD - GS-2

### (Open Access Distribution - General Service - Low Load Factor)

### Metering and Billing Options (Cont'd)

1. An alternative provider of metering services must be registered with the Company as a qualified Meter Service Provider (MSP) as specified in the Company's Supplier Terms and Conditions of Service. The MSP shall be responsible for providing, installing and maintaining the billing meter. Such metering must be of a type approved by the Company and must meet the Company's standards for safety, reliability and accuracy. The Company's meter must be removed by qualified personnel and returned to the Company at either the expense of the MSP or the customer. Once the Company's meter has been received and inspected by the Company, then a credit shall apply:

	Secondary	Primary
Credit (\$/month)	1.20	1.63

If the customer has received metering services from an MSP and subsequently elects to have the Company once again provide, install and maintain the metering, then the customer shall pay a one-time charge based on the type of meter required.

- 2. An alternative provider of meter data management services must be registered with the Company as a qualified Meter Data Management Agent (MDMA) as specified in the Company's Supplier Terms and Conditions of Service. The MDMA shall be responsible for the collection of metered data and for providing data to the Company and other entities as required for billing purposes.
- 3. A provider of consolidated billing must be registered with the Company as a qualified Billing Agent (BA) as specified in the Company's Supplier Terms and Conditions of Service. The BA shall then provide to the customer a consolidated monthly bill specifying the supplier and charges for generation, transmission, distribution and other services. Unless the customer chooses a BA to provide a consolidated bill, or the customer's CRES Provider has made arrangements with the Company to provide a Company-issued consolidated bill, the Company will provide a separate billing for distribution services under the provisions of this schedule.

### Delayed Payment Charge

- 1. Bills from the Company are due and payable in full by mail, checkless payment plan, electronic payment plan, or at an authorized payment agent of the Company within 21 days after the mailing of the bill. On all accounts not so paid, an additional charge of five percent (5%) of the total amount billed will be made. Federal, state, county, township and municipal governments and public school systems not served under special contract are subject to the Public Authority Delayed Payment provision, Supplement No. 21.
- 2. Should a partial payment be made in lieu of the total payment of the amount owed to the Company, the payment provisions of this schedule shall apply. If a partial payment is made, such partial payment shall be applied to the various portions of the customer's bill in the following order: (a) past due distribution, Standard Offer Service generation and transmission charges, (b) past due CRES Provider charges, (c) current CRES Provider charges, (d) current distribution, Standard Offer Service generation charges, and (e) other past due and current non-regulated charges.

(Continued on Sheet No. 21-3D)

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

Issued: \_\_\_\_

### SCHEDULE OAD - GS-2

# (Open Access Distribution - General Service - Low Load Factor)

### Delayed Payment Charge (Cont'd)

3. If the BA fails to provide payment to the Company by the date of the next monthly bill, the Company will thereafter directly bill the customer for distribution service. In addition, the financial instrument, as specified in the Supplier Terms and Conditions of Service, will be forfeited to the extent necessary to cover bills due and payable to the Company. Any remaining unpaid amounts and associated fees are the responsibility of the customer.

#### Applicable Riders

Monthly charges computed under this schedule shall be adjusted in accordance with the following applicable Riders:

Title	Sheet No.
OAD - Universal Service Fund Rider	60-1D
OAD - Advanced Energy Efficiency Fund Rider	61-1D
OAD - KWH Tax Rider	62-1D
OAD - Provider of Last Resort Charge Rider	69-1D
OAD - Monongahela Power Litigation Termination Rider	73-1D
OAD - Efficiency and Peak Demand Reduction Cost	8 <u>1-1D</u>
Recovery Rider	
OAD - Economic Development Cost Recovery Rider	<u>82-1D</u>

### Monthly Billing Demand

Energy delivered hereunder will be delivered through not more than one single-phase or one poly-phase meter. Billing demand in KW shall be taken each month as the single highest 30-minute integrated peak in KW as registered during the month by a 30-minute integrating demand meter or indicator or, at the Company's option, as the highest registration of a thermal-type demand meter or indicator.

The minimum monthly billing demand established hereunder shall not be less than (a) the minimum billing demand, if any, specified in the service contract or (b) 60% of the customer's highest previously established monthly billing demand during the past 11 months in excess of 100 KW.

The minimum monthly billing demand shall not be less than 25% of the customer's highest previously established monthly billing demand during the past 11 months in excess of 100 KW during the billing months of June through September for customers with more than 50% of their connected load used for space heating purposes.

The Metered Voltage adjustment, as set forth below, shall not apply to the customer's minimum monthly billing demand.

### (Continued on Sheet No. 21-4D)

Filed pursuant to Order dated \_\_\_\_\_ in Case No.

Issued:

Effective: Cycle 1 January 2009

### SCHEDULE OAD - GS-2

### (Open Access Distribution - General Service - Low Load Factor)

### Metered Voltage

The rates set forth in this schedule are based upon the delivery and measurement of energy at the same voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss compensating equipment, the use of formulas to calculate losses or the application of multipliers to the metered quantities. In such cases, the metered KWH and KW values will be adjusted for billing purposes. If the Company elects to adjust KWH and KW based on multipliers, the adjustment shall be in accordance with the following:

- 1. Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- 2. Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

#### Term of Contract

For customers with annual average demand greater than 500 KW, contracts will be required for an initial period of not less than one year and shall remain in effect thereafter until either party shall give at least six months written notice to the other of the intention to discontinue service under the terms of this schedule. For customers with demands less than 500 KW, a written agreement may, at the Company's option, be required.

A new initial contract period will not be required for existing customers who increase their contract requirements after the original initial period unless new or additional facilities are required. The Company may, at its option, require a longer initial term of contract to fulfill the terms and conditions of service and/or in order to protect the Company's ability to recover its investment of costs over a reasonable period of time.

#### Special Terms and Conditions

This schedule is subject to the Company's Terms and Conditions of Open Access Distribution Service.

Customers with cogeneration, small power production facilities, and/or other on-site sources of electrical energy supply shall take any required distribution service under Schedule OAD - SBS or Schedule OAD - NEMS.

Customers who receive distribution service from the City of Columbus who desire to purchase preakdown distribution service from the Company shall take such service under Schedule OAD - SBS.

Filed pursuant to Order dated	in Case No
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Issued: \_

Effective: Cycle 1 January 2009

# SCHEDULE OAD - GS-3

# (Open Access Distribution - General Service - Medium Load Factor)

### Availability of Service

Available for general service to customers with maximum demands greater than 50 kW and who request and receive electric generation service from a qualified CRES Provider. This schedule shall remain in effect through the last billing cycle of December 2009.

# Monthly Rate

	Secondary	Primary
Schedule Codes	850, 852, 855	851, 853, 856
Customer Charge (\$)	125.15	278.90
	<u>127.37</u>	<u>283.86</u>
Distribution Demand Charge (\$/KW)	3.460	2.626
	<u>3.521</u>	<u>2.673</u>
Excess KVA Charge (\$/KVA)	0.907	0.878
	0.923	<u>0.893</u>
Distribution Energy Charge (¢/KWH)	0.04071	0.04071
Maximum Energy Charge (¢/KWH)	6.92000	5.25200
	<u>7.08390</u>	<u>5.38621</u>

### Minimum and Maximum Charge

Bills computed under the above rate are subject to the operation of minimum and maximum charge provisions as follows:

- 1. Minimum Charge The sum of the customer charge, the product of the demand charge and the minimum monthly billing demand, and all applicable riders.
- 2. Maximum Charge The sum of the customer charge, the maximum energy charge and all applicable riders. This provision shall not reduce the charge below the amount specified in the Minimum Charge provision above, (1).

### Transmission Service

Transmission service for customers served under this schedule will be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with the Federal Energy Regulatory Commission and as specified in the Company's Terms and Conditions of Open Access Distribution Service.

### Metering and Billing Options

The customer has the option of selecting the Company and/or an alternative supplier for metering, meter data management or billing services. Such services provided to the customer by an alternative supplier must be arranged through the CRES Provider who provides energy services to the customer. Unless the customer explicitly designates otherwise, the Company shall continue to provide such services.

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

Issued:

#### SCHEDULE OAD - GS-3

### (Open Access Distribution - General Service - Medium Load Factor)

1. An alternative provider of metering services must be registered with the Company as a qualified Meter Service Provider (MSP) as specified in the Company's Supplier Terms and Conditions of Service. The MSP shall be responsible for providing, installing and maintaining the billing meter. Such metering must be of a type approved by the Company and must meet the Company's standards for safety, reliability and accuracy. The Company's meter must be removed by qualified personnel and returned to the Company at either the expense of the MSP or the customer. Once the Company's meter has been received and inspected by the Company, then the following credit shall apply:

#### (Continued on Sheet No. 23-2D)

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Issued:

Issued by Joseph Hamrock, President AEP Ohio

# SCHEDULE OAD - GS-3

(Open Access Distribution - General Service - Medium Load Factor)

Metering and Billing Options (Cont'd)

······································	Secondary	Primary
Credit (\$/month)	1.62	1.64

If the customer has received metering services from an MSP and subsequently elects to have the Company once again provide, install and maintain the metering, then the customer shall pay a one-time charge based on the type of meter required.

- 2. An alternative provider of meter data management services must be registered with the Company as a qualified Meter Data Management Agent (MDMA) as specified in the Company's Supplier Terms and Conditions of Service. The MDMA shall be responsible for the collection of metered data and for providing data to the Company and other entities as required for billing purposes.
- 3. A provider of consolidated billing must be registered with the Company as a qualified Billing Agent (BA) as specified in the Company's Supplier Terms and Conditions of Service. The BA shall then provide to the customer a consolidated monthly bill specifying the supplier and charges for generation, transmission, distribution and other services. Unless the customer chooses a BA to provide a consolidated bill, or the customer's CRES Provider has made arrangements with the Company to provide a Company-issued consolidated bill, the Company will provide a separate billing for distribution services under the provisions of this schedule.

### Delayed Payment Charge

- 1. Bills from the Company are due and payable in full by mail, checkless payment plan, electronic payment plan, or at an authorized payment agent of the Company within 21 days after the mailing of the bill. On all accounts not so paid, an additional charge of five percent (5%) of the total amount billed will be made. Federal, state, county, township and municipal governments and public school systems not served under special contract are subject to the Public Authority Delayed Payment provision, Supplement No. 21.
- 2. Should a partial payment be made in lieu of the total payment of the amount owed to the Company, the payment provisions of this schedule shall apply. If a partial payment is made, such partial payment shall be applied to the various portions of the customer's bill in the following order: (a) past due distribution, Standard Offer Service generation and transmission charges, (b) past due CRES Provider charges, (c) current CRES Provider charges, (d) current distribution, Standard Offer Service generation and transmission charges, and (e) other past due and current non-regulated charges.
- 3. If the BA fails to provide payment to the Company by the date of the next monthly bill, the Company will thereafter directly bill the customer for distribution service. In addition, the financial instrument, as specified in the Supplier Terms and Conditions of Service, will be forfeited to the extent necessary to cover bills due and payable to the Company. Any remaining unpaid amounts and associated fees are the responsibility of the customer.

(Continued on Sheet No. 23-3D)	
Filed pursuant to Order dated in Case No	
Issued: Issued by Joseph Hamrock, President	Effective: Cycle 1 January 2009

AEP Ohio

# SCHEDULE OAD - GS-3

# (Open Access Distribution - General Service - Medium Load Factor)

# Applicable Riders

Monthly charges computed under this schedule shall be adjusted in accordance with the following applicable Riders:

Title	Sheet No.
OAD - Universal Service Fund Rider	60-1D
OAD - Advanced Energy Efficiency-Fund Rider	61-1D
OAD - KWH Tax Rider	62-1D
OAD - Provider of Last Resort Charge Rider	69-1D
OAD - Monongahela Power Litigation Termination Rider	73-1D
OAD - Efficiency and Peak Demand Reduction Cost	<u>81-1D</u>
Recovery Rider	
OAD - Economic Development Cost Recovery Rider	<u>82-1D</u>

### Monthly Billing Demand

Energy delivered hereunder will be delivered through not more than one single-phase or one poly-phase. Billing demand in KW shall be taken each month as the single highest 30-minute integrated peak in KW as registered during the month by a 30-minute integrating demand meter or indicator or, at the Company's option, as the highest registration of a thermal-type demand meter or indicator.

The minimum monthly billing demand established hereunder shall not be less than (a) the minimum billing demand, if any, specified in the service contract, (b) 60% of the customer's highest previously established monthly billing demand during the past 11 months, or (c) 50 KW.

The minimum monthly billing demand shall not be less than 25% of the customer's highest previously established monthly billing demand during the past 11 months during the billing months of June through September for customers with more than 50% of their connected load used for space heating purposes.

The Metered Voltage adjustment, as set forth below, shall not apply to the customer's minimum monthly billing demand.

### Metered Voltage

The rates set forth in this schedule are based upon the delivery and measurement of energy at the same voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss compensating equipment, the use of formulas to calculate losses or the application of multipliers to the metered quantities. In such cases, the metered KWH and KW values will be adjusted for billing purposes. If the Company elects to adjust KWH and KW based on multipliers, the adjustment shall be in accordance with the following:

(Continued on Sheet No. 23-4D)	(Continued	on Sheet N	lo. 23-4D)
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Filed pursuant to Order dated \_\_\_\_\_ in Case No, \_\_\_\_

Issued:

#### SCHEDULE OAD - GS-3

### (Open Access Distribution - General Service - Medium Load Factor)

### Metered Voltage (Cont'd)

- 1. Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- 2. Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

# Determination of Excess Kilovolt-Ampere (KVA) Demand

The maximum KVA demand shall be determined by the use of a multiplier equal to the reciprocal of the average power factor recorded during the billing period, applied to the metered demand.

The excess KVA demand, if any, shall be the amount by which the maximum KVA demand, established during the billing period, exceeds the greater of (a) 115% of the KW of metered demand, or (b) 100 KVA.

# Term of Contract

For customers with annual average demand greater than 500 KW, contracts will be required for an initial period of not less than one year and shall remain in effect thereafter until either party shall give at least six months written notice to the other of the intention to discontinue service under the terms of this schedule. For customers with demands less than 500 KW, a written agreement may, at the Company's option, be required.

A new initial contract period will not be required for existing customers who increase their contract requirements after the original initial period unless new or additional facilities are required. The Company may, at its option, require a longer initial term of contract to fulfill the terms and conditions of service and/or in order to protect the Company's ability to recover its investment of costs over a reasonable period of time.

### Special Terms and Conditions

This schedule is subject to the Company's Terms and Conditions of Open Access Distribution Service.

Customers with cogeneration, small power production facilities, and/or other on-site sources of electrical energy supply shall take any required distribution service under Schedule OAD - SBS or Schedule OAD - NEMS.

Customers who receive distribution service from the City of Columbus who desire to purchase breakdown distribution service from the Company shall take such service under Schedule OAD - SBS.

Filed	pursuant to	Order da	ated	in Case N	lo

Issued: \_\_\_\_\_

# SCHEDULE OAD - GS-4

# (Open Access Distribution - General Service - Large)

#### Availability of Service

Available for general service to customers using the Company's standard subtransmission or transmission service with maximum demands in excess of 1,000 KVA and who request and receive electric generation service from a qualified CRES Provider. This schedule shall remain in effect through the last billing cycle of December 2009.

Monthly Rate (Schedule Codes 861, 865)

Customer Charge (\$)	750.00 763.35
Distribution Demand Charge (\$/KVA)	0.699
Distribution Energy Charge (¢/KWH)	0.04071

### Minimum Charge

The minimum charge shall be equal to the sum of the customer charge, the product of the demand charge and the minimum monthly billing demand, and all applicable riders.

#### Transmission Service

Transmission service for customers served under this schedule will be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with the Federal Energy Regulatory Commission and as specified in the Company's Terms and Conditions of Open Access Distribution Service.

#### Metering and Billing Options

The customer has the option of selecting the Company and/or an alternative supplier for metering, meter data management or billing services. Such services provided to the customer by an alternative supplier must be arranged through the CRES Provider who provides energy services to the customer. Unless the customer explicitly designates otherwise, the Company shall continue to provide such services.

1. An alternative provider of metering services must be registered with the Company as a qualified Meter Service Provider (MSP) as specified in the Company's Supplier Terms and Conditions of Service. The MSP shall be responsible for providing, installing and maintaining the billing meter. Such metering must be of a type approved by the Company and must meet the Company's standards for safety, reliability and accuracy. The Company's meter must be removed by qualified personnel and returned to the Company at either the expense of the MSP or the customer. Once the Company's meter has been received and inspected by the Company, then a credit of \$1.64/month shall apply.

If the customer has received metering services from an MSP and subsequently elects to have the Company once again provide, install and maintain the metering, then the customer shall pay a one-time charge based on the type of meter required.

(Continued on Sheet No. 24-2D)

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Issued: \_\_\_

# SCHEDULE OAD - GS-4 (Open Access Distribution - General Service - Large)

# Metering and Billing Options (Cont'd)

- 2. An alternative provider of meter data management services must be registered with the Company as a qualified Meter Data Management Agent (MDMA) as specified in the Company's Supplier Terms and Conditions of Service. The MDMA shall be responsible for the collection of metered data and for providing data to the Company and other entities as required for billing purposes.
- 3. A provider of consolidated billing must be registered with the Company as a qualified Billing Agent (BA) as specified in the Company's Supplier Terms and Conditions of Service. The BA shall then provide to the customer a consolidated monthly bill specifying the supplier and charges for generation, transmission, distribution and other services. Unless the customer chooses a BA to provide a consolidated bill, or the customer's CRES Provider has made arrangements with the Company to provide a Company-issued consolidated bill, the Company will provide a separate billing for distribution services under the provisions of this schedule.

# Delayed Payment Charge

- 1. Bills from the Company are due and payable in full by mail, checkless payment plan, electronic payment plan, or at an authorized payment agent of the Company within 21 days after the mailing of the bill. On all accounts not so paid, an additional charge of five percent (5%) of the total amount billed will be made.
- 2. Should a partial payment be made in lieu of the total payment of the amount owed to the Company, the payment provisions of this schedule shall apply. If a partial payment is made, such partial payment shall be applied to the various portions of the customer's bill in the following order: (a) past due distribution, Standard Offer Service generation and transmission charges, (b) past due CRES Provider charges, (c) current CRES Provider charges, (d) current distribution, Standard Offer Service generation and transmission charges, and (e) other past due and current non-regulated charges.
- 3. If the BA fails to provide payment to the Company by the date of the next monthly bill, the Company will thereafter directly bill the customer for distribution service. In addition, the financial instrument, as specified in the Supplier Terms and Conditions of Service, will be forfeited to the extent necessary to cover bills due and payable to the Company. Any remaining unpaid amounts and associated fees are the responsibility of the customer.

# Applicable Riders

Monthly charges computed under this schedule shall be adjusted in accordance with the following applicable Riders:

Title	Sheet No.
OAD - Universal Service Fund Rider	60-1D
OAD - Advanced Energy Efficiency Fund Rider	61-1D
OAD - KWH Tax Rider	62-1D
OAD - Provider of Last Resort Charge Rider	69-1D
OAD - Monongahela Power Litigation Termination Rider	73-1D
OAD - Efficiency and Peak Demand Reduction Cost	81-1D
Recovery Rider	
OAD - Economic Development Cost Recovery Rider	<u>82-1D</u>

# (Continued on Sheet No. 24-3D)

Filed pursuant to Order dated \_\_\_\_\_\_ in Case No. \_\_\_\_\_

issued:

# SCHEDULE OAD - GS-4 (Open Access Distribution - General Service - Large)

#### Monthly Billing Demand

The billing demand in KVA shall be taken each month as the single highest 30-minute integrated peak in KVA, as registered during the month by a demand meter or indicator, but the monthly demand so established shall in no event be less than the greater of (a) the minimum billing demand, if any, specified in the service contract, (b) 60% of the customer's highest previously established monthly billing demand during the past 11 months, or (c) 1,000 KVA.

The Metered Voltage adjustment, as set forth below, shall not apply to the customer's minimum monthly billing demand.

#### Metered Voltage

The rates set forth in this schedule are based upon the delivery and measurement of energy at the same voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of the Company, such compensation may be achieved through the use of loss compensating equipment, the use of formulas to calculate losses or the application of multipliers to the metered quantities. In such cases, the metered KWH and KVA values will be adjusted for billing purposes. If the Company elects to adjust KWH and KVA based on multipliers, the adjustment shall be in accordance with the following:

- 1. Measurement taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- 2. Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

# Term of Contract

Contracts under this schedule will be made for an initial period of not less than two years and shall remain in effect thereafter until either party shall give at least one year's written notice to the other of the intention to discontinue service under the terms of this schedule.

A new initial contract period will not be required for existing customers who increase their contract requirements after the original initial period unless new or additional facilities are required. The Company may, at its option, require a longer initial term of contract to fulfill the terms and conditions of service and/or in order to protect the Company's ability to recover its investment of costs over a reasonable period of time.

Filed pursuant to Order dated in Case No.

Issued: \_

Effective: Cycle 1 January 2009

### COLUMBUS SOUTHERN POWER COMPANY

# P.U.C.O. NO. 7

# SCHEDULE OAD - GS-4 (Open Access Distribution - General Service - Large)

#### Special Terms and Conditions

This schedule is subject to the Company's Terms and Conditions of Open Access Distribution Service.

A customer's plant is considered as one or more buildings which are served by a single electrical distribution system provided and operated by customer. When the size of the customer's load necessitates the delivery of energy to the customer's plant over more than one circuit, the Company may elect to connect its circuits to different points on the customer's system irrespective of contrary provisions in the Terms and Conditions of Open Access Distribution Service.

Customers with cogeneration, small power production facilities, and/or other on-site sources of electrical energy supply shall take any required distribution service under Schedule OAD - SBS or Schedule OAD - NEMS.

Filed pursuant to Order dated \_\_\_\_\_ in Case No.

Issued:

issued by Joseph Hamrock, President AEP Ohio

# SCHEDULE OAD - SBS

# (Open Access Distribution - Standby Service)

### Availability of Service

This schedule is available to customers with cogeneration, small power production facilities, and/or other on-site sources of electrical energy supply with standby distribution service requirements of 50,000 KW of less and who request and receive electric generation service from a qualified CRES Provider. This schedule shall remain in effect through the last billing cycle of December 2009.

#### Conditions of Standby Service Availability

The provision for the Company providing standby distribution service to the customer is conditionally provided on the assumption that the customer installs, operates and maintains suitable and sufficient equipment, as specified in the "Guide for Safe Integration of Non-Utility (NUG) Facilities Interconnected To The Company's Electric System," to protect the customer's facilities and the Company's system from damages resulting from such parallel operation, and upon the further condition that the Company shall not be liable to the customer for any loss, cost, damage, or expense which the customer may suffer by reason of damage to or destruction of any property, including the loss of use thereof, arising out of or in any manner connected with such parallel operation, unless such loss, cost, damage or expense which the customer shall not be liable to the Company for any loss, cost, damage or expense which the customer shall not be liable to the Company, its agents, or employees, and upon further condition that the customer shall not be liable to the Company for any loss, cost, damage or expense which the Company may suffer by reason of damage to or destruction of any property, including the loss of use thereof, arising out of, or in any manner connected with such parallel operation, unless such loss, cost, damage, to expense is caused by the negligence of the Company for any loss, cost, damage or expense which the Company may suffer by reason of damage to or destruction of any property, including the loss of use thereof, arising out of, or in any manner connected with such parallel operation, unless such loss, cost, damage, or expense is caused by the negligence of the customer, its agents or employees.

Detents shall be used on the necessary metering to prevent reverse rotation.

#### Determination of Standby Contract Capacity

The standby contract capacity in KW shall be initially established by mutual agreement between the customer and the Company for distribution capacity sufficient for the delivery of the customer's maximum standby requirements to be provided by a gualified CRES Provider.

The customer shall specify the desired standby contract capacity to the nearest 50 KW. Changes in the standby contract capacity are subject to the provisions set forth in the Term of Contract.

### Monthly Standby Charge

	Secondary	Primary	Subtransmission/ Transmission
Demand Charge (\$/KW)	3.758	2.355	0.045
	3.825	<u>2.397</u>	<u>0.046</u>
Energy Charge (¢/KWH)	0.04071	0.04071	0.04071

The minimum monthly standby charge is equal to the demand charge times the standby contract capacity plus all applicable riders.

### (Continued on Sheet No. 27-2D)

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

Issued: \_\_\_

#### COLUMBUS SOUTHERN POWER COMPANY

### P.U.C.O. NO. 7

# SCHEDULE OAD - SBS

# (Open Access Distribution - Standby Service)

#### Local Facilities Charge

Charges to cover interconnection costs (including but not limited to suitable meters, relays and protective apparatus) incurred by the Company shall be determined by the Company and shall be collected from the customer. Such charges shall include the total installed cost of all local facilities. The customer shall make a one time payment of the Local Facilities Charge at the time of the installation of the required additional facilities, or, at the customer's option, up to 36 consecutive equal monthly payments reflecting an annual interest charge as determined by the Company, but not to exceed the cost of the Company's most recent issue of long-term debt nor the maximum rate permitted by law. If the customer elects the installment payment option, the Company may require a security deposit equal to 25% of the total cost of interconnection.

### Special Provision for Customers with Standby Contract Capacities of Less than 100 KW

Customers requesting standby service with contract capacities of less than 100 KW shall be charged a monthly demand rate of \$1.0881.107/KW. However, in those months when standby service is used, the demand charge shall be waived provided the customer notifies the Company in writing prior to the meter reading date and such services shall be billed according to the applicable demand-metered open access distribution rate schedule.

Contracts for such service shall be executed on a special contract form for a minimum of one year. Standby contract capacity in KW shall be set equal to the capacity of the customer's largest power production facility.

#### Transmission Service

Transmission service for customers served under this schedule will be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with the Federal Energy Regulatory Commission and as specified in the Company's Terms and Conditions of Open Access Distribution Service.

#### Metering and Billing Options

The customer has the option of selecting the Company and/or an alternative supplier for metering, meter data management or billing services. Such services provided to the customer by an alternative supplier must be arranged through the CRES Provider who provides energy services to the customer. Unless the customer explicitly designates otherwise, the Company shall continue to provide such services.

1. An alternative provider of metering services must be registered with the Company as a qualified Meter Service Provider (MSP) as specified in the Company's Supplier Terms and Conditions of Service. The MSP shall be responsible for providing, installing and maintaining the billing meter. Such metering must be of a type approved by the Company and must meet the Company's standards for safety, reliability and accuracy. The Company's meter must be removed by qualified personnel and returned to the Company at either the expense of the MSP or the customer. Once the Company's meter has been received and inspected by the Company, then a credit equal to the credit specified in the applicable demand-metered open access distribution schedule shall apply.

(Continued on Sheet No. 27-3D)

Filed pursuant to Order dated \_\_\_\_\_ in Case No.

Issued: \_\_\_\_

# SCHEDULE OAD - SBS (Open Access Distribution - Standby Service)

# Metering and Billing Options (Cont'd)

If the customer has received metering services from an MSP and subsequently elects to have the Company once again provide, install and maintain the metering, then the customer shall pay a one-time charge based on the type of meter required.

- 2. An alternative provider of meter data management services must be registered with the Company as a qualified Meter Data Management Agent (MDMA) as specified in the Company's Supplier Terms and Conditions of Service. The MDMA shall be responsible for the collection of metered data and for providing data to the Company and other entities as required for billing purposes.
- 3. A provider of consolidated billing must be registered with the Company as a qualified Billing Agent (BA) as specified in the Company's Supplier Terms and Conditions of Service. The BA shall then provide to the customer a consolidated monthly bill specifying the supplier and charges for generation, transmission, distribution and other services. Unless the customer chooses a BA to provide a consolidated bill, or the customer's CRES Provider has made arrangements with the Company to provide a Company-issued consolidated bill, the Company will provide a separate billing for distribution services under the provisions of this schedule.

### Delayed Payment Charge

- 1. Bills from the Company are due and payable in full by mail, checkless payment plan, electronic payment plan, or at an authorized payment agent of the Company within 21 days after the mailing of the bill. On accounts not so paid, an additional charge of five percent (5%) of the total amount billed will be made.
- 2. Should a partial payment be made in lieu of the total payment of the amount owed to the Company, the payment provisions of this schedule shall apply. If a partial payment is made, such partial payment shall be applied to the various portions of the customer's bill in the following order: (a) past due distribution, Standard Offer Service generation and transmission charges, (b) past due CRES Provider charges, (c) current CRES Provider charges, (d) current distribution, Standard Offer Service generation and transmission charges, and (e) other past due and current non-regulated charges.
- 3. If the BA fails to provide payment to the Company by the date of the next monthly bill, the Company will thereafter directly bill the customer for distribution service. In addition, the financial instrument, as specified in the Supplier Terms and Conditions of Service, will be forfeited to the extent necessary to cover bills due and payable to the Company. Any remaining unpaid amounts and associated fees are the responsibility of the customer.

# (Continued on Sheet No. 27-4D)

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

Issued: \_\_\_\_\_

Issued by Joseph Hamrock, President AEP Ohio

### COLUMBUS SOUTHERN POWER COMPANY

# P.U.C.O. NO. 7

# SCHEDULE OAD - SBS (Open Access Distribution - Standby Service)

# Applicable Riders

I

Monthly charges computed under this schedule shall be adjusted in accordance with the following applicable Riders:

Title	Sheet No.
OAD - Universal Service Fund Rider	60-1D
OAD - Advanced Energy Efficiency Fund Rider	61-1D
OAD - KWH Tax Rider	62-1D
OAD - Provider of Last Resort Charge Rider	69-1D
OAD - Monongahela Power Litigation Termination Rider	73-1D
OAD - Efficiency and Peak Demand Reduction Cost	<u>81-1D</u>
Recovery Rider	
OAD - Economic Development Cost Recovery Rider	<u>82-1D</u>

# Term of Contract

Contracts under this schedule will be made for an initial period of not less than one year and shall continue thereafter until either party has given 6 months' written notice to the other of the intention to terminate the contract. The Company will have the right to make contracts for initial periods longer than one year.

### Special Terms and Conditions

This schedule is subject to the Company's Terms and Conditions of Open Access Distribution Service.

At its discretion, the Company may require that metering be installed to monitor the customer's generation. The Company reserves the right to inspect the customer's relays and protective equipment at all reasonable times.

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_

issued:

Issued by Joseph Hamrock, President AEP Ohio

### SCHEDULE OAD-NEMS

#### (Open Access Distribution - Net Energy Metering Service)

#### Metering

Net energy metering shall be accomplished using a single meter capable of registering the flow of electricity in each direction. If the existing electrical meter installed at the customer's facility is not capable of measuring the flow of electricity in two directions, the customer shall be responsible for all expenses for the purchase and installation of an appropriate meter with such capability.

The Company may, at its own expense and with written consent of the customer, install one or more additional meters to monitor the flow of electricity.

#### Monthly Charges

Monthly charges for energy, and demand where applicable, to serve the customer's net or total load shall be determined according to the Company's OAD service schedule under which the customer would otherwise be served, absent the customer-owned generation source. If a non-residential customer's qualifying customer-generator facility has a total rated generating capacity of more than 10 kW, service shall be provided under the Company's OAD demand-metered schedule (Schedule OAD-GS-2 or OAD-GS-3 depending on the customer's load characteristics).

Energy charges under the OAD service schedule shall be based on the customer's net energy for the billing period. In no event shall the customer's net energy for the billing period be less than zero for purposes of billing under the OAD service schedule.

#### Special Terms and Conditions

This schedule is subject to the Company's Terms and Conditions of Open Access Distribution Service and all provisions of the OAD service schedule under which the customer takes service. This schedule is also subject to the applicable provisions of the Company's Minimum Requirements for Distribution System Interconnection.

Filed pursuant to Order dated \_\_\_\_\_\_ in Case No. \_\_\_\_\_

Issued: \_\_\_\_

Issued by Joseph Hamrock, President AEP Ohio

### SCHEDULE OAD-NEMS-H (Open Access Distribution - Net Energy Metering Service - Hospitals)

### Availability of Service

This schedule is available to hospital customers on a first come, first served basis, who own and operate qualifying customer-generator facilities designed to operate in parallel with the Company's system. Customers served under this schedule must also take service under the applicable Open Access Distribution (OAD) service schedule.

To qualify for service under this schedule, a customer must be a hospital, as defined in section 3701.01 of the Revised Code, that is also a customer-generator.

### Conditions of Service

- 1. A qualifying hospital customer-generator is one whose generating facility complies with both of the following requirements:
  - a. is owned and operated by the customer and is located on the customer-generator's premises; and
  - b. is designed and installed to operate in parallel with the Company's system without adversely affecting the operation of equipment and service of the Company and its customers and without presenting safety hazards to Company and customer personnel; and
- 2. The hospital customer's generating equipment shall be installed in accordance with the manufacturer's specifications as well as all applicable provisions of the National Electrical Code. All equipment and installations shall comply with all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronic Engineers and Underwriters Laboratories, as well as any additional control and testing requirements adopted by the Commission.

### <u>Metering</u>

Net energy metering shall be accomplished using a single meter capable of registering the flow of electricity in each direction. If the existing electrical meter installed at the customer's facility is not capable of measuring the flow of electricity in two directions, the customer shall be responsible for all expenses for the purchase and installation of an appropriate meter with such capability.

The Company may, at its own expense and with written consent of the customer, install one or more additional meters to monitor the flow of electricity.

(Continued on Sheet No. 29-2D)

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### COLUMBUS SOUTHERN POWER COMPANY

# P.U.C.O. NO. 7

# SCHEDULE OAD-NEMS-H (Open Access Distribution - Net Energy Metering Service - Hospitals)

# Monthly Charges

Monthly charges for energy, and demand where applicable, to serve the customer's net or total load shall be determined according to the Company's OAD service schedule under which the customer would otherwise be served, absent the customer-owned generation source. If hospital customer's gualifying customer-generator facility has a total rated generating capacity of more than 10 kW, service shall be provided under the Company's OAD demand-metered schedule (Schedule OAD-GS-2, OAD-GS-3 or OAD-GS-4 depending on the customer's load characteristics).

Energy charges under the OAD service schedule shall be based on the customer's net energy for the billing period. In no event shall the customer's net energy for the billing period be less than zero for purposes of billing under the OAD service schedule.

# Special Terms and Conditions

This schedule is subject to the Company's Terms and Conditions of Open Access Distribution Service and all provisions of the OAD service schedule under which the customer takes service. This schedule is also subject to the applicable provisions of the Company's Minimum Requirements for Distribution System Interconnection.

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

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# SCHEDULE OAD-AFS (Open Access Distribution - Alternate Feed Service)

Availability of Service

Standard Alternate Feed Service (AFS) is a premium service available to customers served under Open Access Distribution Schedules OAD-GS-2 and OAD-GS-3, who request an AFS from existing distribution facilities which is in addition to the customer's basic service, provided that the Company can reasonably provide available capacity from alternate distribution facilities. Schedule OAD-AFS applies to those customers requesting new or upgraded AFS after the effective date of this Schedule or those customers provided AFS under a contract.

# System Impact Study Charge

The Company shall charge the customer for the cost incurred by the Company to conduct a system impact study for each site reviewed. The study will consist of, but is not limited to, the following: (1) identification of customer load requirements, (2) identification of the potential facilities needed to provide the AFS, (3) determination of the impact of AFS loading on all electrical facilities under review, (4) evaluation of the impact of the AFS on system protection and coordination issues including the review of the transfer switch. (5) evaluation of the impact of the AFS request on system reliability indices and power quality, (6) development of cost estimates for any required system improvements or enhancements required by the AFS, and (7) documentation of the results of the study. The Company will provide to the customer an estimate of charges for this study and payment is required prior to its initiation. Should the customer plan to increase the AFS demand the customer will be charged for any subsequent system impact studies.

# Equipment and Installation Charge

The customer shall pay, in advance of construction, a nonrefundable amount for the equipment and installation costs for all dedicated and/or local facilities provided by the Company required to furnish either a new or upgraded AFS. The payment shall be grossed-up for federal and state income taxes. The customer will not acquire any title in said facilities by reason of such payment. The equipment and installation charge shall be determined by the Company and shall include, but not be limited to, the following: (1) all costs associated with the AFS dedicated and/or local facilities provided by the Company and (2) any costs or modifications to the customer's basic service facilities.

The customer is responsible for all costs associated with providing and maintaining telephone service for use with metering to notify the Company of a transfer of service to the AFS or return to basic service.

(Continued on Sheet No. 30-2D)

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# SCHEDULE OAD-AFS (Open Access Distribution - Alternate Feed Service)

### Monthly Rate

The customer will pay all monthly charges for the basic service as determined under the appropriate Schedule. In addition, for each kW of contract capacity or highest demand established during the last eleven (11) months, whichever is greater, the customer shall pay the following:

Primary Voltage	(Standard) AFS	\$2.54/ kW

Secondary Voltage AFS installed prior to January 1, 2009	
(Not available for new service)	\$4.19/ kW

## Payment

Bills are due upon receipt. Any amount due and not received by mail, checkless payment plan, electronic payment plan, or at authorized payment agents of the Company by the "Last Pay Date" shown on the bill shall be subject to a delayed payment charge of 5 %.

### AFS Capacity Charge

The customer shall reserve a specific amount of AFS capacity equal to or less than the customer's normal maximum requirements, but in no event shall the customer's AFS capacity reservation under this Schedule exceed the capacity reservation for the customer's basic service under the appropriate tariff. The Company shall not be required to supply AFS capacity in excess of that reserved except by mutual agreement.

In the event the customer plans to increase the AFS demand at any time, the customer shall promptly notify the Company of such additional demand requirements. The customer's AFS capacity reservation and billing will be adjusted accordingly. The customer will pay the Company the actual costs of any and all additional dedicated and/or local facilities required to provide AFS in advance of construction and pursuant to a new electric service agreement for such additional AFS capacity reservation requirements. In the event the customer exceeds the agreed upon AFS capacity reservation, the Company reserves the right to disconnect the AFS. In the event the customer's AFS metered demand exceeds the agreed upon AFS capacity reservation, which jeopardizes company facilities or the electrical service to other customers, the Company reserves the right to disconnect the AFS immediately. If the Company agrees to allow the customer to continue AFS, the customer will be required to sign a new AFS agreement reflecting the new AFS capacity reservation. In addition, the customer will promptly notify the Company regarding any reduction in the AFS capacity reservation.

The customer may reserve partial-load AFS capacity, which shall be less than the customer's full requirements for basic service subject to the conditions in this provision. Prior to the customer receiving partial-load AFS capacity, the customer shall be required to demonstrate or provide evidence to the Company that they have installed demand-controlling equipment that is capable of curtailing load when a switch has been made from the basic service to the AFS. The Company reserves the right to test and verify the customer's ability to curtail load to meet the agreed upon partial-load AFS capacity reservation.

### (Continued on Sheet No. 30-3D)

Filed pursuant to Order dated \_\_\_\_\_ in Case No.

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# SCHEDULE OAD-AFS (Open Access Distribution - Alternate Feed Service)

Determination of Billing Demand

### Full-Load Requirement:

For customers requesting AFS equal to their load requirement for basic service, the AFS billing demand shall be taken each month as the single-highest thirty (30) minute integrated peak as registered during the month by a demand meter or indicator, but the monthly AFS billing demand so established shall in no event be less than the greater of (a) the customer's AFS capacity reservation, (b) the customer's highest previously established monthly billing demand on the AFS during the past eleven (11) months, (c) the customer's basic service capacity reservation, or (d) the customer's highest previously established monthly billing demand on the past eleven (11) months.

Partial-Load Requirement:

For customers requesting partial-load AFS capacity reservation that is less than the customer's full requirements for basic service, the AFS billing demand shall be taken each month as the single-highest thirty (30) minute integrated peak on the AFS as registered during the month by a demand meter or indicator, but the monthly AFS billing demand so established shall in no event be less than the greater of (a) the customer's AFS capacity reservation or (b) the customer's highest previously established monthly metered demand on the partial-load AFS during the past eleven (11) months.

The Company shall designate the demand meter or indicator, demand interval, and any metered voltage adjustments used in the determination of demand under this Schedule.

Equipment Requirements and Ownership

The customer agrees to own, install, maintain, test, inspect, operate and replace as necessary the transfer switch. The customer's transfer switch shall be set with an automatic return to the basic service and shall remain with this setting unless otherwise mutually agreed upon by the Company and customer.

The customer agrees that any replacement of transfer switches be automatic-load transfer switches, and shall be set to return from the AFS circuit automatically with a closed transition except where Company's distribution system can not accept a closed transition. In addition, the customer-owned transfer switches are required to be at primary voltage and must meet the Company's engineering, operational and maintenance specifications and shall be approved by the Company's engineering group prior to installing the switchgear. Customer-owned secondary transfer switches in service prior to January 1, 2009, can be replaced with like-kind equipment with approval of the Company.

(Continued on Sheet No. 30-4D)

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### SCHEDULE OAD-AFS (Open Access Distribution - Alternate Feed Service)

# Equipment Requirements and Ownership (Cont'd)

The Company reserves the right to periodically inspect the customer-owned transfer switch and controls and to disconnect the AFS for adverse impacts on reliability or safety. The customer agrees to test and inspect the switching facilities every twelve (12) months and perform maintenance as required. The testing, inspection and maintenance will be performed by the customer or by an outside contractor (for the customer) to ensure that the functional requirements as defined and provided by the Company continue to be met. Results of testing and inspections will be provided to the Company upon request.

Customer owned transfer switches in service prior to January 1, 2009, that are not automatic-load transfer switches, may continue to be used upon approval of the Company until it is determined by the Company that replacement of the transfer switch is necessary. However, during such period of use the Company and customer agree to adhere to the following operating guidelines:

- o After a transfer of service to the AFS, the customer agrees to return to the basic service within twelve (12) hours following the availability of basic service, or as mutually agreed upon by the Company and customer.
- o In the event of system constraints, the customer shall accomplish the transfer back to the basic service within ten (10) minutes after notification by the Company. However, the Company will endeavor to provide as much advance notice as possible to the customer.
- o Return to the basic service circuit will be performed manually by the customer, and will be coordinated with the Company load dispatcher.
- o In the event the customer fails to return to basic service within twelve (12) hours following the availability of basic service, or as mutually agreed upon by the Company and customer, or within ten (10) minutes of notification of system constraints, the Company reserves the right to immediately disconnect the customer's load from the AFS source.
- o If the customer does not return to the basic service as agreed upon, or as requested by the Company, the Company may also provide thirty (30) days' notice to terminate the AFS electric service agreement with the customer,
- All of the above testing, inspection and maintenance conditions will apply.
- All planned, non-emergency transfers requested by either the customer or the Company will be coordinated between the customer and the Company load dispatcher. The customer shall provide for a trained individual to conduct all manual switching.

Company owned transfer switches in service prior to January 1, 2009, may continue to be used upon approval of the Company until it is determined by the Company that replacement of the transfer switch is necessary. At that time the customer will be required to own, install, maintain, test, inspect and operate the transfer switch in accordance with the above terms. Prior to the time the Company determines that replacement is necessary, the customer authorizes the Company to accept ownership and maintenance responsibility of the transfer switch. In addition, the customer will pay a monthly rate of \$11.55 for the Company to annually test the transfer switch control module. The customer also agrees to reimburse the Company actual costs involved in maintaining the Company-owned transfer switch.

# (Continued on Sheet No. 30-5D)

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# SCHEDULE OAD-AFS (Open Access Distribution - Alternate Feed Service)

Term of Contract

The customer shall contract for a definite amount of electrical capacity in kW which shall be sufficient to meet normal maximum requirements under this Schedule, but in no event shall the customer's contract capacity under this Schedule exceed the contract capacity for the customer's basic service under the appropriate general service schedule. The Company shall not be required to supply capacity in excess of that for which the customer has contracted.

Contracts will be required for an initial period of not less than one (1) year and shall remain in effect thereafter until either party shall give the other at least six (6) months written notice of the intention to discontinue service under this Schedule.

<u>A new initial contract period will not be required for existing customers who change their contract</u> requirements after the original initial period unless new or additional facilities are required. The Company reserves the right to make initial contracts for periods longer than one (1) year.

Special Terms and Conditions

The Company will maintain operational control of the transfer switch, including the designation of the AFS and the timing of the return from the AFS to the basic service following an interruption of service or any other operating condition. At no time will the AFS be operated in parallel with the basic service without the Company's advance written approval. The Company will have sole discretion in designating the AFS circuit and the basic service circuit.

Upon receipt of a request from the customer for non-standard AFS (AFS which includes unique service characteristics different from standard AFS), the Company will provide the customer with a written estimate of all costs, including system impact study costs, and any applicable unique terms and conditions of service related to the provision of the non-standard AFS.

Disconnection of AFS under this Schedule due to reliability or safety concerns associated with customerowned transfer switches or AFS metered demand in excess of the AFS Capacity Reservation will not relieve the customer of payments required during the remaining term of the electric service agreement.

The provisions and charges under this Schedule are subject to revision should the customer's electric service agreement for basic service be modified.

In the event the customer's electric service agreement for basic service terminates for any reason, the customer is required to fulfill all payments according to the terms of this Schedule.

The Company assumes no responsibility should the alternate distribution circuit, the transfer switch, or other equipment required to provide the AFS fail to operate as designed or be unavailable for any reason. Service under this Schedule does not guarantee that power will be available through the AFS at all times.

This Schedule is subject to the Company's Terms and Conditions of Service.

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

Issued:

Issued by Joseph Hamrock, President AEP Ohio

# SCHEDULE OAD - SL

# (Open Access Distribution - Street Lighting Service)

# Availability of Service

Available to municipalities, counties and other governmental subdivisions, and community associations which have been incorporated as not-for-profit corporations for street lighting service supplied through Company-owned systems and who request and receive electric generation service from a qualified CRES Provider. This schedule shall remain in effect through the last billing cycle of December 2009.

Service rendered hereunder, is predicated upon the existence of a valid contract between the Company and the customer specifying the type, number and location of lamps to be supplied and lighted.

## Monthly Rate

Type of Lamp	Nominai Lamp Wattage	Average Monthly KWH Usage	Rate Per Lamp Per Month
High Pressure Sodium (HPS)			(\$)
Standard	100	40	6.90 7.03
Standard	150	59	<del>7.82</del> <u>7.98</u>
Standard	200	84	<del>10.05</del> 10.26
Standard	250	103	11.09 <sup>+</sup> 11.32 <sup>1</sup>
Standard	400	167	<del>12.46</del> 12.75
Cut Off	100	40	<del>9.90</del> 10.09
Cut Off	250	103	<del>15.89</del> 16.20
Cut Off	400	167	20.26 20.69
Mercury Vapor (MV)			
Standard	100	43	6.30 <sup>2</sup> 6.42 <sup>2</sup>
Standard	175	72	<u>7.22</u> * 7.37 <sup>3</sup>
Standard	400	158	11.68 <sup>*</sup> 11.95 <sup>3</sup>

<sup>1</sup>No new installations after October 1, 1982. <sup>2</sup>No new installations after January 1, 1980. <sup>3</sup>No new installations after May 21, 1992.

(Continued on Sheet No. 40-2D)

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

Issued:

Issued by Joseph Hamrock, President AEP Ohio

#### COLUMBUS SOUTHERN POWER COMPANY

# P.U.C.O. NO. 7

# SCHEDULE OAD - SL

# (Open Access Distribution - Street Lighting Service)

### Other Equipment

When other new facilities are to be installed by the Company, in addition to the above charges, the customer shall pay:

		Rate Per Month
		(\$)
1.	For each lamp supported by a wood pole serving no other function than street lighting	<del>1.20</del> <u>1.22</u>
2.	For each aluminum pole	<del>12.45</del> 12.67
3.	For each fiberglass pole	<del>18.55</del> 18.89
4.	For each additional 150 foot overhead wire span or part thereof	<del>0.70</del> 0.72
5.	For mounting other than standard bracket: 12 foot mastarm 16 foot mastarm 20 foot mastarm	<del>1.05</del> <u>1.07</u> <del>1.40</del> <u>1.42</u> <u>2.45</u> <u>2.49</u>
6.	For each pole riser connection installed on or after May 21, 1992	<del>3.60</del> <u>3.66</u>
7.	For each underground wire lateral not over 50 feet	<u>1.15</u> <u>1.17</u>
8.	The Company may require the customer to pay for or furnish duct under pavements or adverse soil conditions should this be necessary for initial installation or due to paving over underground feed after placement.	-

### Transmission Service

Transmission service for customers served under this schedule will be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with the Federal Energy Regulatory Commission and as specified in the Company's Terms and Conditions of Open Access Distribution Service.

### Billing Options

The customer has the option of selecting the Company and/or an alternative supplier for billing services. Such services provided to the customer by an alternative supplier must be arranged through the CRES Provider who provides energy services to the customer. Unless the customer explicitly designates otherwise, the Company shall continue to provide such services.

Filed pursuant to Order dated \_\_\_\_\_\_ in Case No. \_\_\_\_\_

Issued: \_\_\_\_

Issued by Joseph Hamrock, President AEP Ohio

# SCHEDULE OAD - SL

# (Open Access Distribution - Street Lighting Service)

1. A provider of consolidated billing must be registered with the Company as a qualified Billing Agent (BA) as specified in the Company's Supplier Terms and Conditions of Service. The BA shall then provide to the customer a consolidated monthly bill specifying the supplier and charges for generation, transmission, distribution and other services. Unless the customer chooses a BA to provide a consolidated bill, or the customer's CRES Provider has made arrangements with the Company to provide a Company-issued consolidated bill, the Company will provide a separate billing for distribution services under the provisions of this schedule.

(Continued on Sheet No. 40-3D)

Filed pursuant to Order dated \_\_\_\_\_ in Case No.

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### COLUMBUS SOUTHERN POWER COMPANY

# P.U.C.O. NO. 7

# SCHEDULE OAD - SL

# (Open Access Distribution - Street Lighting Service)

# Delayed Payment Charge

- 1. Due Date and Delayed Payment Charge shall be pursuant to the provisions of Supplement 21.
- 2. Should a partial payment be made in lieu of the total payment of the amount owed to the Company, the payment provisions of this schedule shall apply. If a partial payment is made, such partial payment shall be applied to the various portions of the customer's bill in the following order: (a) past due distribution, Standard Offer Service generation and transmission charges, (b) past due CRES Provider charges, (c) current CRES Provider charges, (d) current distribution, Standard Offer Service generation charges, and (e) other past due and current non-regulated charges.
- 3. If the BA fails to provide payment to the Company by the date of the next monthly bill, the Company will thereafter directly bill the customer for distribution service. In addition, the financial instrument, as specified in the Supplier Terms and Conditions of Service, will be forfeited to the extent necessary to cover bills due and payable to the Company. Any remaining unpaid amounts and associated fees are the responsibility of the customer.

### Applicable Riders

Monthly charges computed under this schedule shall be adjusted in accordance with the following applicable Riders:

Title	Sheet No.
OAD - Universal Service Fund Rider	60-1D
OAD - Advanced Energy Efficiency Fund Rider	61-1D
OAD - KWH Tax Rider	62-1D
OAD - Provider of Last Resort Charge Rider	69-1D
OAD - Monongahela Power Litigation Termination Rider	73-1D
OAD - Efficiency and Peak Demand Reduction Cost Recovery Rider	<u>81-1D</u>
OAD - Economic Development Cost Recovery Rider	82-1D

### **Ownership of Facilities**

All facilities necessary for street lighting service hereunder, including but not limited to, all poles, fixtures, street lighting circuits, transformers, lamps and other necessary facilities shall be the property of the Company and may be removed if the Company so desires, at the termination of any contract for service hereunder. The Company will maintain all such facilities.

# Distribution Energy Rate (Schedule Code 901)

The Company will provide distribution service for a street lighting system owned and maintained by the customer at the following rate:

Customer Charge (\$)	4.10
	<u>4.17</u>
Distribution Energy Charge (¢/KWH)	<del>1.07547</del>
	<u>1.13533</u>

The applicable KWH per lamp shall be as stated under the monthly rate.

(Continued on Sheet No. 40-4D)

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

Issued: \_\_

# SCHEDULE OAD - SL

# (Open Access Distribution - Street Lighting Service)

# Hours of Lighting

Dusk to dawn lighting shall be provided, approximately 4,000 hours per annum.

# Lamp Outages

For all aggregate outages of four (4) hours or more in any month which are reported in writing within ten (10) days of the end of the month to the Company by a proper representative of the customer, there shall be a pro-rata reduction from the bill under this schedule to reflect such outages.

### Term of Contract

Contracts under this schedule will ordinarily be made for an initial term of five years with selfrenewal provisions for successive terms of one year each until either party shall give at least 60 days' notice to the other of the intention to discontinue at the end of any term. The Company may, at its option, require a longer initial term of contract to fulfill the terms and conditions of service and/or In order to protect the Company's ability to recover its investment of costs over a reasonable period of time.

# Special Terms and Conditions

This schedule is subject to the Company's Terms and Conditions of Open Access Distribution Service.

The customer shall provide such cleared rights-of-way, licenses and permits as may be required to enable the Company to supply the service applied for.

Service will not be provided hereunder if in the judgment of the Company a danger or nuisance will be created thereby. Service will be terminated if after installation it proves to be a danger or nuisance.

Rates contained herein are based upon continuous use of facilities and are not applicable to seasonal use.

Tree trimming is performed by the Company only when doing so prevents damage to Company facilities.

Customers with cogeneration, small power production facilities, and/or other on-site sources of electrical energy supply shall take any required distribution service under Schedule OAD - SBS or Schedule OAD - NEMS.

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_

Issued: \_\_\_\_\_

Issued by Joseph Hamrock, President AEP Ohio

# SCHEDULE OAD - AL

### (Open Access Distribution - Private Area Lighting Service)

# Availability of Service

Available to residential and general service customers where appropriate existing secondary distribution facilities are readily available for the lighting of private areas and who request and receive electric generation service from a qualified CRES Provider. This service is not available for street and highway lighting. This schedule shall remain in effect through the last billing cycle of December 2009.

#### Monthly Rate

For each lamp with luminaire and an upsweep arm not over 7 feet in length or bracket mounted floodlight, controlled by photoelectric relay, where service is supplied from an existing pole and secondary facilities of the Company (a pole which presently serves another function besides supporting an area light) except in the case of post top lamps for which the rates per month already include the cost of a pole:

Type of Lamp	Nominal Lamp KWH Usage	Rate Per Lamp Per Month		
			Luminaire	Floodlight
		NWI Usage	(\$)	(\$)
High Pressure Sodium (HPS)				
Standard	100	40	5.55	6.96
			<u>5.66</u>	<u>6.07</u>
Standard	150	59	<del>5.98</del>	
			<u>6.11</u>	
Standard	200	84	7.25	[
			<u>7.42</u>	
Standard	250	103	7.47	7.67
			7.641	<u>7.84</u>
Standard	400	167	9.08	8.87
			<u>9.32</u>	<u>9.11</u>
Standard	1000	378		11.97
				<u>12.35</u>
Post Top	100	40	11.90	
			12.12	
Post Top	150	59	12.34	-
			<u>12.58</u>	[ 
Cut Off	100	40	8.79	
			<u>8.96</u>	
Cut Off	250	103	11.88	
ļ			12.12	
Cut Off	400	167	13.18	
			13.49	

Filed pursuant to Order dated \_\_\_\_\_ in Case No.

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Issued by Joseph Hamrock, President AEP Ohio

# SCHEDULE OAD - AL (Open Access Distribution - Private Area Lighting Service)

Mercury Vapor (MV)				
Standard	100	43	6,19 <sup>‡</sup> 8.31 <sup>1</sup>	
Standard	175	72	6.68 <sup>2</sup> 6.82 <sup>2</sup>	
Standard	400	158	<del>9.77<sup>2</sup></del> <u>10.00<sup>2</sup></u>	
Post Top	175	72	12.48 <sup>2</sup> 12.72 <sup>2</sup>	
Metal Halide (MH)			·	
Standard	250	100		<del>8.76</del> 8.95
Standard	400	158		<del>9.51</del> 9.75
Standard	100	378		<del>11.92</del> 12.29

<sup>1</sup>No new installations after October 1, 1982. <sup>2</sup>No new installations after May 21, 1992.

(Continued on Sheet No. 41-2D)

Filed pursuant to Order dated \_\_\_\_\_\_ in Case No. \_\_\_\_\_

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# SCHEDULE OAD - AL

# (Open Access Distribution - Private Area Lighting Service)

### Other Equipment

When other new facilities are to be installed by the Company, in addition to the above monthly charge, the customer shall pay in advance the installation cost of such new overhead facilities extending from the nearest or most suitable pole of the Company to the point designated by the customer for the installation of said lamp. In lieu of such payment of the installation cost, for the following facilities, the customer may pay:

		Rate Per Month
	· · · · · · · · · · · · · · · · · · ·	(\$)
1.	For each additional wood pole	2.30
· · ·		2.34
2.	For each aluminum pole	12.60
		12.83
3.	For each fiberglass pole	<del>18.80</del>
		<u>19.13</u>
4.	For each additional 150 foot overhead wire span or part thereof	0.75
		0.76
	For mounting other than standard bracket: 8 foot mastarm	0.60
5.		0.61
•.		1.05
	12 foot mastarm	1.07
	16 foot mastarm	1.40
	20 foot mastarm	<u>1.42</u>
		2.45
		2.49
6	For each additional riser pole connection	3.70
		<u>3.77</u>
7.	For each underground wire lateral not over 50 feet	1.10
_		1.12
8.	The Company may require the customer to pay for or furnish duct under pavements or adverse soil conditions should this be necessary for initial installation or due to paving over underground feed after placement.	

### Transmission Service

Transmission service for customers served under this schedule will be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with the Federal Energy Regulatory Commission and as specified in the Company's Terms and Conditions of Open Access Distribution Service.

### Billing Options

The customer has the option of selecting the Company and/or an alternative supplier for billing services. Such services provided to the customer by an alternative supplier must be arranged through the CRES Provider who provides energy services to the customer.

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

Issued: \_\_\_\_\_

Effective: Cycle 1 January 2009

# SCHEDULE OAD - AL

# (Open Access Distribution - Private Area Lighting Service)

A provider of consolidated billing must be registered with the Company as a qualified Billing 1. Agent (BA) as specified in the Company's Supplier Terms and Conditions of Service. The BA shall then provide to the customer a consolidated monthly bill specifying the supplier and charges for generation, transmission, distribution and other services. Unless the customer chooses a BA to provide a consolidated bill, or the customer's CRES Provider has made arrangements with the Company to provide a Company-issued consolidated bill, the Company will provide a separate billing for distribution services under the provisions of this schedule.

(Continued on Sheet No. 41-3D)

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Issued by Joseph Hamrock, President AEP Ohio

### COLUMBUS SOUTHERN POWER COMPANY

# P.U.C.O. NO. 7

### SCHEDULE OAD - AL

### (Open Access Distribution - Private Area Lighting Service)

#### Delayed Payment Charge

- 1. For non-residential customers, bills from the Company are due and payable in full by mail, checkless payment plan, electronic payment plan, or at an authorized payment agent of the Company within 15 days after the mailing of the bill. On all accounts not so paid, an additional charge of five percent (5%) of the total amount billed will be made. Federal, state, county, township and municipal governments and public school systems not served under special contract are subject to the Public Authority Delayed Payment provision, Supplement No. 21.
- 2. Should a partial payment be made in lieu of the total payment of the amount owed to the Company, the payment provisions of this schedule shall apply. If a partial payment is made, such partial payment shall be applied to the various portions of the customer's bill in the following order: (a) past due distribution, Standard Offer Service generation and transmission charges, (b) past due CRES Provider charges, (c) current CRES Provider charges, (d) current distribution, Standard Offer Service generation and transmission charges, and (e) other past due and current non-regulated charges.
- 3. If the BA fails to provide payment to the Company by the date of the next monthly bill, the Company will thereafter directly bill the customer for distribution service. In addition, the financial instrument, as specified in the Supplier Terms and Conditions of Service, will be forfeited to the extent necessary to cover bills due and payable to the Company. Any remaining unpaid amounts and associated fees are the responsibility of the customer.

### Applicable Riders

Monthly charges computed under this schedule shall be adjusted in accordance with the following applicable Riders:

Title	Sheet No.
OAD - Universal Service Fund Rider	60-1D
OAD - Advanced Energy Efficiency Fund Rider	61-1D
OAD - KWH Tax Rider	62-1D
OAD - Provider of Last Resort Charge Rider	69-1D
OAD - Monongahela Power Litigation Termination Rider	73-1D
OAD - Efficiency and Peak Demand Reduction Cost	<u>81-1D</u>
Recovery Rider	
OAD - Economic Development Cost Recovery Rider	<u>82-1D</u>

#### Ownership of Facilities

All facilities necessary for service including fixtures, controls, poles, transformers, secondaries, lamps and other appurtenances shall be owned and maintained by the Company. All service and necessary maintenance will be performed only during regular scheduled working hours of the Company.

#### Hours of Lighting

Dusk to dawn lighting shall be provided, approximately 4,000 hours per annum.

(Continued on Sheet No. 41-4D)

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

Issued: \_\_\_\_\_

### SCHEDULE OAD - AL

### (Open Access Distribution - Private Area Lighting Service)

### Term of Contract

Contracts under this schedule will ordinarily be made for an initial term of one year with selfrenewal provisions for successive terms of one year until either party shall give at least 60 days' notice to the other of the intention to discontinue service at the end of any term. The Company may, at its option, require a longer initial term of contract to fulfill the terms and conditions of service and/or in order to protect the Company's ability to recover its investment of costs over a reasonable period of time.

#### Special Terms and Conditions

This schedule is subject to the Company's Terms and Conditions of Open Access Distribution Service.

Rates contained herein are based upon continuous use of facilities and are not applicable to seasonal use.

Customers with cogeneration, small power production facilities, and/or other on-site sources of electrical energy supply shall take any required distribution service under Schedule OAD - SBS or Schedule OAD - NEMS.

Filed pursuant to Order dated \_\_\_\_\_\_ in Case No. \_\_\_\_\_

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Issued by Joseph Hamrock, President AEP Ohio

### SCHEDULE OAD - PA (Open Access Distribution - Pole Attachment)

#### Availability of Service

Available to any person or entity, other than a Public Utility, who has obtained, under law, any necessary public or private authorization and permission to construct and maintain attachments such as wire, cable, facility or other apparatus to the Company's poles, pedestals, or to place same in the Company's conduit duct space, so long as those attachments do not interfere, obstruct, or delay the service and operation of the Company or create a hazard to safety.

### Rates and Charges

The following distribution rates and charges shall apply to each pole of the Company, if any portion of it is occupied by or reserved for the customer's attachments.

Initial Contact Fee.....\$1.25 per pole

To cover the cost to the Company not separately accounted for in processing the application for each initial contact, but no such initial contact fee shall be required if the customer has previously paid an initial contact fee with respect to such pole location.

Billing for Initial Contact Fee will be rendered on the annual billing date each year for all accumulated initial contacts from the preceding year.

Annual Attachment Charge:

A. CATV and All Others.....\$2.98 per pole per year

For each additional attachment made during the current rental year, as authorized and pursuant to the terms and conditions of the agreement as required herein, the annual charge shall be billed on the next annual billing date using the previous year's rate, and shall be computed on the assumption that all attachments made during the contract year were on the pole for one-half the year and the annual charge shall be prorated accordingly.

If the customer has notified the Company of the abandonment by customer of any poles during the contract year, such poles shall be deemed to have been used for one-half of the year and an appropriate credit shall be given.

Billing of annual charges will be rendered in advance annually on each agreement's annual billing date and will be the rate in effect at the time of billing. In addition, the Company shall bill the customer for the prorated portion of any rate increase granted during the contract year.

#### Applicable Riders

Charges computed under this schedule shall be adjusted in accordance with the Gross Receipts Tax Credit Rider, Sheet No. 63-1D.

(Continued on Sheet No. 43-2D)

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

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#### SCHEDULE OAD - PA (Open Access Distribution - Pole Attachment)

### Special Charges

Customer shall reimburse the Company for all non-recurring expenses caused by or attributable to Customer's attachments.

All charges for inspection, installation, removal, replacement or rearrangement work necessary to facilitate the Customer's attachments and requirements shall be based on the full cost and expense to the Company in performing such work. The charges shall be determined in accordance with the normal and customer methods used by the Company in determining such cost.

Billings for special charges shall be rendered as the work is performed. Company may require advance payment of special charges before any work is initiated.

The Company reserves the right to waive any portion of the charges under this schedule applicable to non-profit entities, rural electric cooperatives and Political Subdivisions of the State of Ohio.

### Payments

Bills are due and payable in full by mail, checkless payment plan, electronic payment plan, or at an authorized payment agent of the Company, within 30 days from the date the bill is issued by the Company. On bills not so paid, the customer shall pay a one-time charge of 5% of the unpaid balance.

#### **Contracts**

Pole attachments shall be allowed only upon signing by the Company and the customer of a written Agreement making reference to this schedule, and upon the approval by the Company of a written application submitted by customer requesting permission to contact specific poles.

### Term of Contract

Agreements executed with reference to this schedule shall continue in force until terminated by either party giving to the other prior written notice as prescribed in said agreements. No such termination, however, shall reduce or eliminate the obligation of the customer to make payments of any amounts due to Company for any services covered by this schedule, and shall not waive charges for any attachment until said attachment is removed from the pole to which it is attached.

Should the customer not place attachments or reserve space on the Company's poles in any portion of the area covered by the agreement within six months of its effective date, the Company may, at its option, terminate the Agreement.

#### Special Terms and Conditions

Terms and conditions of service for this schedule shall be pursuant to any Agreement existing between the Company and the customer on July 1, 1981. In the event that no such Agreement existed, then the terms and conditions of service shall be in accordance with the Company's standard Agreement and this schedule.

Filed <sub>j</sub>	pursuant t	o Order	dated	ii	n	Case No.	

Issued: \_\_\_\_\_

### SUPPLEMENT NO. 6

# (Applicable to all territory served by the Company)

### Applicability

Applicable to industrial customers whenever the furnishing of distribution service to such customers requires the Company to provide additional facilities and the anticipated distribution revenues, with due consideration of the character of such service (whether temporary or permanent) and the nature of the customer's business, will not justify the cost of providing such additional facilities and of removing the same on termination of service.

### Definitions

The term "additional facilities" shall mean and include all additional property and equipment required to be provided, constructed or installed to adequately serve the customer, including transmission and distribution voltage lines, substations, transformers, switching and metering equipment and service connections, whether located on or off the customer's property.

The term "estimated net cost of providing additional facilities" shall mean and include the cost of labor and materials directly chargeable to and necessary in providing the additional facilities and the cost of removing the same on termination of service, the cost of all rights of way, tree trimming rights, highway permits, and all other elements of actual cost properly chargeable thereto, less the estimated net salvage value of the additional facilities.

### <u>Deposit</u>

The customer shall deposit with the Company in advance an amount in cash equal to the estimated net cost of providing and removing the additional facilities required to be constructed to adequately serve the customer, which deposit shall be held without interest and refunded as hereinafter provided.

All determinations as to the additional facilities required, the estimated net cost of providing the same and the estimated net salvage value thereof shall be made by the Company and submitted to the customer, and shall be subject to change until accepted.

#### Contract for Service

The Company shall not be required to provide such additional facilities or furnish such service until the customer has entered into a contract with the Company for service and has made the necessary deposit.

Upon execution of the contract and receipt of the deposit, the Company will undertake to obtain all material, to secure the necessary rights of way and make every effort to speedily complete the work of providing such additional facilities.

### (Continued on Sheet No. 50-2D)

Filed pursuant to Order dated \_\_\_\_\_\_ in Case No. \_\_\_\_\_

Issued: \_\_\_\_\_

Effective: Cycle 1 January 2009

Issued by Joseph Hamrock, President AEP Ohio

#### SUPPLEMENT NO. 6

### (Applicable to all territory served by the Company)

### Refund of Deposit

The deposit shall be refunded, without interest, to the customer, as follows:

Monthly bills shall be computed by the Company in accordance with the terms and conditions of the open access distribution schedule referred to in the service contract and, in consideration of the deposit, customer shall be entitled to receive, on each monthly bill which exceeds an amount equal to \$1.00 per KW (KVA) of the KW (KVA) capacity reserved and contracted for in the service contract, a credit equal to 20% of such excess, provided, however, that where the deposit is for the purpose of furnishing service to an existing customer at an increased delivery capacity, the credit shall be computed on the additional capacity contracted for and that portion of the monthly bill which exceeds the average of the monthly bills rendered the customer in the twelve month period immediately preceding the change in capacity instead of the total capacity contracted for and the total bill.

#### Termination

Should the customer for any reason terminate the service contract or cease taking distribution service before the deposit credited in the manner herein above provided shall have been completely absorbed, or, in event the deposit shall not have been completely absorbed at the end of five years, the unrefunded balance shall vest in and belong absolutely to the Company.

Should the customer for any reason terminate the arrangement after the deposit has been made but before the additional facilities have been provided and service made available, written notice thereof shall be given to the Company. Upon receipt of such notice, the Company, as soon as practical thereafter, shall suspend all operations incident to providing such additional facilities and shall prepare a statement of the cost and expense actually incurred. The amount of such cost and expense shall be deducted from the deposit and retained by the Company and the balance, if any, refunded to the customer.

#### **Ownership of Facilities**

All facilities provided by the Company hereunder shall be and remain the property of the Company, irrespective of any deposit made by the customer.

Filed pursuant to Order dated in Case No.

|ssued: \_\_\_\_\_

Issued by Joseph Hamrock, President AEP Ohio

### SUPPLEMENT NO. 6A

### (Applicable to all territory served by the Company)

Deposit and refund arrangement for providing additional facilities for service to eligible customers.

#### Applicability

Applicable to trailer parks and similar commercial enterprises whenever the furnishing of distribution service to such customers requires the Company to provide additional facilities and the anticipated revenues, with due consideration of the character of such service (whether temporary or permanent) and the nature of the customer's business, will not justify the cost of providing such additional facilities and of removing the same on termination of service.

#### Definitions

The term "additional facilities" shall mean and include all additional property and equipment required to be provided, constructed or installed to adequately serve the customer, including transmission and distribution voltage lines, substations, transformers, switching and metering equipment and service connections, whether located on or off the customer's property.

The term "estimated net cost of providing additional facilities" shall mean and include the cost of labor and materials directly chargeable to and necessary in providing the additional facilities and the cost of removing the same on termination of service, the cost of all rights of way, tree trimming rights, highway permits, and all other elements of actual cost properly chargeable thereto, less the estimated net salvage value of the additional facilities.

#### <u>Deposit</u>

The customer shall deposit with the Company in advance an amount in cash equal to the estimated net cost of providing and removing the additional facilities required to be constructed to adequately serve the customer, which deposit shall be held without interest and refunded as hereinafter provided.

All determinations as to the additional facilities required, the estimated net cost of providing the same and the estimated net salvage value thereof shall be made by the Company and submitted to the customer, and shall be subject to change until accepted.

#### Contract for Service

The Company shall not be required to provide such additional facilities or furnish such service until the customer has entered into a contract with the Company for service and has made the necessary deposit.

Upon execution of the contract and receipt of the deposit, the Company will undertake to obtain all material, to secure the necessary rights of way and make every effort to speedily complete the work of providing such additional facilities.

#### (Continued on Sheet No. 51-2D)

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

Issued:

#### SUPPLEMENT NO. 6A

### (Applicable to all territory served by the Company)

#### Refund of Deposit

The deposit shall be refunded, without interest, to the customer, as follows:

An amount equal to 10% of the distribution revenue derived from the facilities installed for such deposit shall be refunded each year for a period not to exceed ten years or until such deposit shall be completely returned, whichever shall occur first.

### Termination

Should the customer for any reason terminate the service contract or cease taking electric service before the deposit credited in the manner herein above provided shall have been completely absorbed, or, in event the deposit shall not have been completely absorbed at the end of five years, the unrefunded balance shall vest in and belong absolutely to the Company.

Should the customer for any reason terminate the arrangement after the deposit has been made but before the additional facilities have been provided and service made available, written notice thereof shall be given to the Company. Upon receipt of such notice, the Company, as soon as practical thereafter, shall suspend all operations incident to providing such additional facilities and shall prepare a statement of the cost and expense actually incurred. The amount of such cost and expense shall be deducted from the deposit and retained by the Company and the balance, if any, refunded to the customer.

#### **Ownership of Facilities**

All facilities provided by the Company hereunder shall be and remain the property of the Company, irrespective of any deposit made by the customer.

Filed pursuant to Order dated \_\_\_\_\_ in Case No.

Issued: \_\_\_\_\_

Issued by Joseph Hamrock, President AEP Ohio

### SUPPLEMENT NO. 21 (Public Authority-Delayed Payment)

#### Availability

Available to federal, state, county, township and municipal governments and public school systems who request and receive generation service from a qualified CRES Provider. The provisions of this supplement apply only to charges from the Company for distribution service.

#### **Delayed Payment Charge**

Provisions relating to delayed payment charges in the applicable general service open access distribution schedules shall be waived for customers in this category and the following Delayed Payment Provision shall be used.

#### Delayed Payment Provision

- 1. Bills from the Company are due and payable in full by mail, checkless payment plan, electronic payment plan, or at an authorized payment agent of the Company. If bill payment is not received by the Company in its offices on or before the specified payment date which is the Company's next scheduled meter reading date, which in no case shall be less than 15 days from the mailing date of the bill, whether actual or estimated, an additional amount equal to 1.5% (one and one-half percent) of the unpaid balance, will become due and payable as part of the customer's total obligation. In no event shall the above delayed payment provision of 1.5% be applied to the same unpaid balance for more than three (3) consecutive months (or exceed 5.0% on any single month's bill for electric consumption that the delayed payment provision has been applied). Also, the amount of the delayed payment provision shall not be less than twenty-five cents (25¢) each month. This provision is not applicable to unpaid account balances existing on the effective date of the Supplement pursuant to Case No. 84-486-EL-ATA.
- 2. Should a partial payment be made in lieu of the total payment of the amount owed to the Company, the payment provisions of this schedule shall apply. If a partial payment is made, such partial payment shall be applied to the various portions of the customer's bill in the following order: (a) past due distribution, Standard Offer Service generation and transmission charges, (b) past due CRES Provider charges, (c) current CRES Provider charges, (d) current distribution, Standard Offer Service generation and transmission charges, and (e) other past due and current non-regulated charges.
- 3. If the BA fails to provide payment to the Company by the date of the next monthly bill, the Company will thereafter directly bill the customer for distribution service. In addition, the financial instrument as specified in the Supplier Terms and Conditions of Service will be forfeited to the extent necessary to cover bills due and payable to the Company. Any remaining unpaid amounts and associated fees are the responsibility of the customer.

Filed pursuant to Order dated \_\_\_\_\_ in Case No.

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### COLUMBUS SOUTHERN POWER COMPANY

### P.U.C.O. NO. 7

### OAD – UNIVERSAL SERVICE FUND RIDER (Open Access Distribution – Universal Service Fund Rider)

Effective Cycle 1 June 2008, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Universal Service Fund charge of 0.16196¢/KWH for the first 833,000 KWH consumed each month and 0.01830¢/KWH for all KWH consumed each month in excess of 833,000 KWH.

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### P.U.C.O. NO. 7

### OAD - ADVANCED ENERGY EFFICIENCY FUND RIDER (Open Access Distribution - Energy Efficiency Fund Rider)

Effective Cycle 1 January 2006, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Energy Efficiency Fund charge of \$0.0895 per customer bill per month.

This Rider shall remain in effect until the earlier of December 31, 2010 or notification by the Ohio Department of Development as required by Section 4928.61, Ohio Revised Code.

Filed pursuant to Order dated \_\_\_\_\_ in Case No.

issued: \_\_\_\_\_

Issued by Joseph Hamrock, President AEP Ohio

### COLUMBUS SOUTHERN POWER COMPANY

### P.U.C.O. NO. 7

#### OAD - KWH TAX RIDER (Open Access Distribution - KWH Tax Rider)

Effective May 1, 2001, all customer bills subject to the provision of this Rider, including any bills rendered under special contract, shall be adjusted by the KWH Tax charge per KWH as follows:

For the first 2,000 KWH used per month	0.465 ¢/KWH
For the next 13,000 KWH used per month	0.419 ¢/KWH
For all KWH used in excess of 15,000 KWH per month	0.363 ¢/KWH

Commercial and industrial customers that consumed, over the course of the previous calendar year, or that estimate that they will consume in the current year, more than 45,000,000 KWH may elect to self-assess the KWH Tax at the rate of 0.075¢/KWH plus four percent (4%) of the total price of electricity delivered by the Company. Payment of the tax will be made directly to the Treasurer of the State of Ohio in accordance with Divisions (A)(4) and (5) of Section 5727.82, Ohio Revised Code.

This Rider shall not apply to federal government accounts.

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_

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### OAD - PROVIDER OF LAST RESORT CHARGE RIDER (Open Access Distribution - Provider of Last Resort Charge Rider)

Effective Cycle 1 January 20062009, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Provider of Last Resort Charge per KWH as follows:

Schedule	¢/KWH
OAD - RS	0.08192
	0.60793
OAD - GS - 1	0.07042
	0.52258
OAD - GS - 2	0.07177
	0.53260
OAD - GS - 3	0.05557
	0.41238
OAD-GS-4	0.04711
	0.34960
OAD – SBS	0.05747
	0.42648
OAD - SL	0.02674
	0.19844
OAD – AL	0.02346
	<u>0.17410</u>

This Rider shall remain in effect through the last billing cycle of December 2008.

Customers of a governmental aggregation where the legislative authority that formed such governmental aggregation has filed written notice with the Commission pursuant to Section 4928.20 (J). Ohio Revised Code, that it has elected not to receive default service from the Company at standard service offer rates shall not be subject to charges under this Rider.

Filed pursuant to Order dated \_\_\_\_\_ in Case No.

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### ELECTRONIC TRANSFER RIDER

For any General Service customer who agrees to make payments to the Company by electronic transfer, the 21 days provision in the Delayed Payment Charge in the General Service tariffs shall be modified to 22 days. If the 22<sup>nd</sup> day falls upon a weekend or the legal holidays of New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, the payment must be received by the next business day to avoid the Delayed Payment Charge. In no event shall this Rider apply to Supplement No. 21.

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#### COLUMBUS SOUTHERN POWER COMPANY

### P.U.C.O. NO. 7

### OAD - MONONGAHELA POWER LITIGATION TERMINATION RIDER (Open Access Distribution - Monongahela Power Litigation Termination Rider)

Effective Cycle 1 January 2006, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Monongahela Power Litigation Termination Rider of 0.01229¢ per KWH. This temporary Rider shall remain in effect until the amounts authorized by the Commission in Case No. 05-765-EL-UNC have been collected.

Filed pursuant to Order dated in Case No.

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Issued by Joseph Hamrock, President AEP Ohio

### OAD – ENERGY EFFICIENCY AND PEAK DEMAND REDUCTION COST RECOVERY RIDER (Open Access Distribution – Energy Efficiency and Peak Demand Reduction Cost Recovery Rider)

Effective Cycle 1 January 2009, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Energy Efficiency and Peak Demand Reduction Cost Recovery charge per KWH as follows:

Schedule	¢/KWH
OAD-RS	0.14324
OAD-GS-1	0.16563
OAD-GS-2	0.02547
OAD-GS-3	0.01848
OAD-GS-4	0.00223
OAD-SBS	0.00000
OAD-SL	0.00000
OAD-AL	0.00000

If approved by the Commission, mercantile customers that have committed their demand response or other customer-sited capabilities, whether existing or new, for integration into the Company's demand response, energy efficiency or peak demand reduction programs, may be exempted from this Rider.

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#### COLUMBUS SOUTHERN POWER COMPANY

# P.U.C.O. NO. 7

### OAD - ECONOMIC DEVELOPMENT COST RECOVERY RIDER (Open Access Distribution - Economic Development Cost Recovery Rider)

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Effective Cycle 1 January 2009, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Economic Development Cost Recovery charge of 0.00000% of the customer's distribution charges under the Company's Schedules, excluding charges under any applicable Riders.

Filed pursuant to Order dated \_\_\_\_\_ in Case No.

Issued: \_\_\_\_\_

issued by Joseph Hamrock, President AEP Ohio

#### EMERGENCY ELECTRICAL PROCEDURES

### [A] <u>GENERAL</u>

Emergency electrical procedures may be necessary if there is a shortage in electric power or energy to meet the demands of customers in the electric service area of Columbus Southern Power Company (CSP or Company). Should such emergency procedure become necessary, the Company shall advise promptly the Public Utilities Commission of Ohio (Commission) of the nature, time, and duration of all implemented emergency conditions and procedures which affect normal service to customers.

Each year, prior to March 1<sup>st</sup>, the Company will apprise the public of the state of electricity supply in its service area.

As appropriate, and dependent on the nature of the anticipated or occurring emergency, the Company shall initiate the following procedures.

#### [B] EMERGENCY PROCEDURES DURING DECLINING SYSTEM FREQUENCY

#### Introduction

Precautionary procedures are required to meet emergency conditions such as system separation and operation at subnormal frequency. In addition, the coordination of these emergency procedures with neighboring companies is essential. The AEP program, which is in accordance with ECAR Document 3, is noted below.

#### Procedures

 From 60.0-59.8 Hz to the extent practicable utilize all operating and emergency reserves. The manner of utilization of these reserves will depend greatly on the behavior of the System during the emergency. For rapid frequency decline, only that capacity on-line and automatically responsive to frequency (spinning reserve), and such items as interconnection assistance and load reductions by automatic means are of assistance in arresting the decline in frequency.

If the frequency decline is gradual, the system operators, particularly in the deficient area, should invoke non-automatic procedures involving operating and emergency reserves. These efforts should continue until the frequency decline is arrested or until automatic load-shedding devices operate at subnormal frequencies.

- At 59.8 Hz trip automatic load-frequency control system at SCC and at the power plants. (Also trip at 60.2 Hz.)
- 3. At 59.8 Hz notify interruptible customers to drop loads.
- At 59.5 Hz automatically shed 3-1/3% of System internal load, excluding interruptibles, by relay action.
- 5. At 59.4 Hz automatically shed an additional 3-1/3% of System internal load, excluding interruptibles, by relay action.

(Continued on Sheet No. 90-2D)

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

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Effective: Cycle 1 January 2009

Issued by Joseph Hamrock, President AEP Ohio

### EMERGENCY ELECTRICAL PROCEDURES

- 6. At 59.3 Hz automatically shed an additional 3-1/3% of System internal load, excluding interruptibles, by relay action.
- 7. At 59.1 Hz automatically shed an additional 5% of System internal load, excluding interruptibles, by relay action.
- 8. At 59.0 Hz automatically shed an additional 5% of System internal load, excluding interruptibles, by relay action.
- At 58.9 Hz automatically shed an additional 5% of System internal load, excluding interruptibles, by relay action.
- 10. At 58.2 Hz automatically trip the D.C. Cook Nuclear Units 1 and 2.
- 11. At 58.0 isolate generating units without time delay.

If at any time in the above procedure the decline in area frequency is arrested below 59.0 Hz, that part of the System in the low frequency area should shed an additional 10% of its initial load. If, after five minutes, this action has not returned the area frequency to 59.0 Hz or above, that part of the System shall shed an additional 10% of its remaining load and continue to repeat in five-minute intervals until 59.0 Hz is reached. These steps must be completed within the time constraints imposed upon the operation of generating units.

### [C] CAPACITY EMERGENCY CONTROL PROGRAM

#### Introduction

A capacity deficiency exists on the AEP System when AEP cannot meet its internal load obligations and its reliability reserve requirements by use of its own generation or purchases from interconnections.

When a capacity deficiency exists on the AEP System that requires the use of emergency resources, they shall be utilized – to the extent needed and feasible – in the sequence indicated as follows. If it is anticipated that Steps 8, 11 and 13 may be required, a Voltage Reduction Alert, a Voluntary Load Curtailment Alert, and a Mandatory Load Curtailment Alert will be issued by the System Control Center (SCC) giving as much advance notice as possible.

The emergency capacity resources for meeting load, together with the priority order of use and the method of communication, are presented below:

#### Definitions

The definitions associated with the emergency capacity resources are provided below:

	(Continued on Sheet No. 90-3D)
Filed pursuant to Order dated	in Case No

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#### EMERGENCY ELECTRICAL PROCEDURES

#### 1. Interruptible Loads

Interruptible Loads are defined as customer loads served under tariffs that provide for the curtailment and interruption of such loads as a condition of service. Such loads are included in Step 1 of the Capacity Deficiency Procedure. In the event of a shortage of generating capacity on the AEP System that cannot be alleviated from sources of generation on neighboring systems, Interruptible Loads shall be curtailed or interrupted at the direction of the AEP SCC under the conditions defined below:

- a. To arrest a decline in system frequency caused by AEP generation deficiency and to attempt to restore Area Control Error to zero following the sudden loss of generation if available spinning reserve is insufficient to do so. Partial or full service shall be restored to Interruptible Loads as soon as (1) sufficient amounts of replacement energy are made available and delivered by interconnected electric utility systems, or (2) system generation is able to match system load requirements.
- b. To arrest declining system frequency caused by AEP generation deficiency and to attempt to restore Area Control Error to zero during periods of shortage of generating capacity on the AEP System that cannot be alleviated from sources of generation on interconnected electric utility systems as provided in the Capacity Deficiency Procedure.
- c. To arrest declining system frequency when the entire interconnected system is critically short of generating capacity.
- d. To conserve fuel during a period of severe coal shortage as provided in the Energy Emergency Control Program.

In addition to the above-described specific purposes, Interruptible Loads shall be curtailed or interrupted at any time and for periods of time as deemed necessary by the SCC to maintain the integrity of the AEP System.

#### 2. Supplementary Oil and Gas Firing

The use of oil and gas firing to regain lost generation that has occurred due to curtailments caused solely from loss of coal firing capability. Larger orifice plates in the oil lighter tips are required. If the unit is at full load (wide-open valves), no additional capacity is available.

 Operate Generator Peakers Additional capacity is available at Conesville (7.5 MW), Rockport (5 MW) and Groveport (1.5 MW) by operating diesel-generation sets located at the respective sites. Also, additional capability is available from the gas-turbine set at 1 Riverside Plaza (2.5 MW).

(Continued on Sheet No. 90-4D)

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#### EMERGENCY ELECTRICAL PROCEDURES

#### 4. Emergency Hydro

Additional Hydro Plant Capability is provided by operating with 100 percent turbine gate openings at Leesville, Claytor, Byllesby, Buck, and Reusens. Extreme caution must be used, as operating in this manner could result in seriously lowering the elevations of the reservoirs too rapidly and creating other problems. Existing lake levels and actual flows will dictate the duration of availability.

5. Curtailment of Generating Plant Use

The curtailment of generating plant use is brought about by limiting the operation of noncritical plant activities. This would usually consist of the curtailment of coal handling, the shutting down of the machine shop to the extent practical, and the curtailment of lighting or air conditioning load. Plant management has the responsibility to determine what noncritical plant activities may be limited or stopped.

- Curtailment of Non-Essential Building Load This step pertains to the office and commercial buildings of the AEP System and primarity represents the lighting and air conditioning or heating load.
- Extra Load Capability of Generating Units
   The utilization of overpressure and/or the removal of feedwater heaters results in additional
   capability that may be utilized for limited daily periods, depending on unit condition and
   frequency of use.

#### 8. Voltage Reduction (DOE Report Required)

The voltage on the transmission and subtransmission system shall not be affected. The general approach is to lower the voltage at distribution stations that have automatic bus voltage regulators or feeder regulators. The full effect of the voltage reduction program is not instantaneous, but depends upon time required for the dispatching of personnel to implement the program.

This voltage reduction involves a three (3) volt reduction, corresponding to a two and one-half percent voltage reduction and an estimated two percent drop in load.

- Curtailment of Short-Term Deliveries
   The curtailment of short-term deliveries supplied from AEP generation involves the termination
   of deliveries in this classification, except to those systems that are delivering equivalent
   energy to AEP.
- 10. Emergency Curtailable Service (DOE Report Required)

Emergency Curtailable Service customers are those taking firm service with an on-peak curtailable demand of not less than 3 MW, who contract with AEP to be compensated for KWH curtailed for capacity deficiency. When requested to curtail by the SCC, the customer must curtail their load within thirty minutes. The amount of curtailable MWs available for this step will vary.

(Continued on Sheet No. 90-5D)

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### EMERGENCY ELECTRICAL PROCEDURES

- Voluntary Load Curtailment (DOE Report Required) In cases of sudden emergencies, it may be necessary to utilize Step 13 even before this step is fully implemented.
  - a. Radio and television alert to the general public to reduce all non-assential load, far enough in advance of need to be effective at the time that 11.c below is effective.
  - b. Load relief utilizing voluntary industrial curtailment program. Under this program industrial and wholesale customers and coal mine preparation plants are requested to curtail all non-essential power usage. This program is to be utilized when it becomes known in advance that power commitments on the AEP System cannot be carried by utilizing all emergency capacity resources and all available assistance from the interconnections. The SCC will initiate the program to contact designated customers through Business Services personnel.
  - c. Municipal and REMC customers will be requested to reduce their demand on the AEP System by as much as possible through appeals for voluntary reduction.
- 12. Extended Capability and Internal Load Curtailment
  - a. Concurrent with Step 11, request extended load operation from the 800 MW G.E. units, Amos 1 and 2, Big Sandy 2, Mitchell 2, and from both Rockport units. The amount of MWs that will be available will depend on the ambient temperature (approximately 50-105 MWs).
  - b. Concurrent with Step 11, contact and inform Fuel Supply of the System Load situation. Approximately 50 to 75 MW in load reduction is available with all mines and prep plants shut down during peak load periods.
  - c. Concurrent with Step 11, contact OVEC/IKEC and ask if the Piketon enrichment plant can reduce load. Also ask that the OVEC/IKEC plants curtail all generating units' non-essential loads. OVEC/IKEC should be able to reduce load by 75 MW.
  - d. Concurrent with Step 11, contact the Environmental Services Air Quality Section Manager or assigned Air Section Engineer and obtain approval to allow West Virginia plants to exceed opacity limits to get additional curtailed load or extended load. When approved, contact the applicable plants that need an opacity variance and inform them of the new emergency opacity limit.
  - e. Concurrent with Step 11, contact the Environmental Services Air Quality Section Manager or assigned Air Section Engineer and obtain approval to exceed heat input limits for the Tanners Creek plant while Step 11 is in effect. Information regarding maximum heat input for each day, during the variance period, will need to be gathered. Verify with the Environmental Services Air Quality Section Manager the exact information that will be needed. Contact the plant when the variance is approved.

(Continued on Sheet No. 90-6D)

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### EMERGENCY ELECTRICAL PROCEDURES

- 13. Mandatory Load Curtailment (DOE Report Required)
  - a. Limited term and firm deliveries supplied by AEP generation to systems, pools, or Century Aluminum not delivering equivalent energy to AEP will be curtailed previous to manually curtailing AEP distribution feeders.
  - b. Under this program distribution feeders can be manually interrupted upon order of the SCC. This order may be given under conditions of extreme capacity deficiency and declining frequency. In case of a sudden deterioration of frequency or overloaded ties, it may be necessary to start this step before all of the preceding steps are utilized or are fully effective. The order to interrupt will specify the amount of load or number of blocks in the Mandatory Load Curtailment Program that Transmission Operations needs to interrupt in each step. The periods of interruption will be approximately 15 minutes. During the circuit rotation the circuits in one step will be opened before previously opened ones are reclosed.

Interruption of distribution feeders will normally be done on a rotational basis to minimize cold load pickup problems and to minimize interruption to facilities that are essential to public health and safety.

In order to keep the Mandatory Load Shedding program as simple as possible, the circuits are divided into Groups A and Groups B. In addition, a number of blocks of circuits are divided up within each group; except for the Columbus Region, and the Southern Transmission Region which are set up under one supervisory control block and controlled by computer programs. There are six blocks per group with approximately 200 MWs per block. The SCC will advise Transmission Operations of a target load they want to shed. The number of blocks will then be evaluated, along with the supervisory controlled block, and the stations identified by the TDC's that need to be manned.

The circuit rotation will be done on a 15-minute rotation to minimize cold load or hot load pickup problems. The Group A circuits will be dropped on the HR:00 through HR:15 and HR:30 through HR:45. The Group B circuits will be dropped on the HR:15 through HR:30 and HR:45 through HR:00.

14. Termination of Capacity Emergency

The implementation of an Emergency Capacity resources condition that does not reach the voluntary load curtailment step indicated under Step 11 may be terminated by the Company at any time. However, any condition involving voluntary and/or mandatory load curtailments, Steps 11 or 13 shall be terminated on an AEP System-wide basis, upon notice to the Commissions, when the capacity emergency has eased sufficiently to permit substantially normal operations by the Company.

(Continued on Sheet No. 90-7D)

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#### EMERGENCY ELECTRICAL PROCEDURES

#### ENERGY EMERGENCY CONTROL PROGRAM [D]

The purpose of this plan is to provide for the reduction of the consumption of electric energy on the American Electric Power Company System in the event of a severe coal shortage, such as might result from a general strike in the coal mines.

In the event of a potential severe coal shortage, such as one resulting from a general coal strike, the following steps will be implemented. These steps will be carried out to the extent permitted by contractual commitments or by order of the regulatory authorities having jurisdiction.

- 1. To be initiated when system fuel supplies are decreased to 70% of normal target days' operation of coal-fired generation and a continued downward trend in coal stock is anticipated:
  - a. Optimize the use of non-coal-fired generation to the extent possible.
  - b. For individual plants significantly under 70% of normal target days' supply, modify economic dispatching procedures to conserve coal.
  - c. If necessary discontinue all economy sales to neighboring utilities.
  - d. Curtail the use of energy in company offices, plants, etc., over and above the reductions already achieved by current in-house conservation measures.
- To be initiated when system fuel supplies are decreased to 60% of normal target days' 2. operation of coal-fired generation and a continued downward trend in coal stocks is anticipated:
  - Substitute the use of oil for coal, as permitted by plant design, oil storage facilities, and oil availability.
  - b. Discontinue all economy and short term sales to neighboring utilities.
  - c. Limit emergency deliveries to neighboring utilities to situations where regular customers of such utilities would otherwise be dropped or where the receiving utility agrees to return like quantities of energy within 14 days.
  - d. Curtail electric energy consumption by customers on Interruptible contracts to a maximum of 132 hours of use at contract demand per week.
  - e. Purchase energy from neighboring systems to the extent practicable.
  - f. Purchase energy from industrial customers with generation facilities to the extent practicable.

(Continued on Sheet No. 90-8D)

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#### COLUMBUS SOUTHERN POWER COMPANY

### P.U.C.O. NO. 7

### EMERGENCY ELECTRICAL PROCEDURES

- g. Through the use of news media and direct customer contact, appeal to all customers (retail as well as wholesale) to reduce their non-essential use of electric energy as much as possible, in any case by at least 25%.
- h. Reduce voltage around the clock to the extent feasible.
- i. The company will advise customers of the nature of the mandatory program to be introduced in C below, through direct contact and mass media, and establish an effective means of answering specific customer inquiries concerning the impact of the mandatory program on electricity availability.
- 3. To be initiated in the order indicated below when system fuel supplies are decreased to 50% of normal target days' operation of coal-fired plants and a continued downward trend in coal stocks is anticipated:
  - a. Discontinue emergency deliveries to neighboring utilities unless the receiving utility agrees to return like quantities of energy within seven days.
  - b. Request all customers, retail as well as wholesale, to reduce their non-essential use of electric energy by 100%.
  - c. Request, through mass communication media, curtailment by all other customers a minimum of 15% of their electric use. These uses include lighting, air conditioning, heating, manufacturing processes, cooking, refrigeration, clothes washing and drying, and any other loads that can be curtailed.
  - d. All customers will be advised of the mandatory program specified below in D.
- 4. To be initiated when system fuel supplies are decreased to 40% of normal target days' operation of coal-fired generation and a continued downward trend in coal stocks is anticipated:
  - a. Implement procedures for curtailment of service to all customers to a minimum service level that is not greater than that required for protection of human life and safety, protection of physical plant facilities, and employees' security. This step asks for curtailment of the maximum load possible without endangering life, safety and physical facilities.
  - b. All customers will be advised of the mandatory program specified below in E.
- 5. To be initiated when system fuel supplies are decreased to 30% of normal target days' operation of coal-fired generation and a continued downward trend in coal stocks is anticipated:

(Continued on Sheet No. 90-9D)

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#### EMERGENCY ELECTRICAL PROCEDURES

Implement procedures for interruption of selected distribution circuits on a rotational basis, while minimizing - to the extent practicable - interruption to facilities that are essential to the public health and safety.

- 6. The Energy Emergency Control Program will be terminated when:
  - a. The AEP System's remaining days of operation of coal-fired generation is at least 40% of normal target days' operation, and
  - b. Coal deliveries have been resumed, and
  - c. There is reasonable assurance that the AEP System's coal stocks are being restored to adequate levels.

With regard to mandatory curtailments identified in Items C, D, and E above, the Company proposes to monitor compliance after the fact. A customer exceeding his electric allotment would be warned to curtail his usage or face, upon continuing noncompliance and upon one day's actual written notice, disconnection of electric service for the duration of the energy emergency.

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	Energy Price Curtailable Service Rider	72-1 thru 72-3	Cycle 1 January 2009
	Transmission Cost Recovery Rider	75-1	Cycle 1 January 2009
	Fuel Adjustment Clause Rider	<u>80-1</u>	Cycle 1 January 2009
	Energy Efficiency and Peak Demand Reduction Cost Recovery Rider	81-1	Cycle 1 January 2009
	Economic Development Cost Recovery Rider	<u>82-1</u>	Cycle 1 January 2009
	Emergency Electrical Procedures	90-1 thru 90-9	Cycle 1 January 2009

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

Issued: \_\_\_\_\_

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# P.U.C.O. NO. 19

# LIST OF COMMUNITIES SERVED

COMMUNITY	COMMUNITY	COMMUNITY
Ada	Barnhill	Breman
Adams Mills	Barrs Mills	Briceton
Adamsville	Barton	Bridgeport
Adena	Bascom	Bridgeville
Adrian	Batesville	Brilliant
Alexandria	Battlesburg	Brinkhaven (Gann)
Alger	Beard City	Bristol
Alikanna	Beaver	Broadacre
Allentown (Allen County)	Beaverdam	Brocaw
Allentown (Scioto County)	Bellaire	Broken Sword
Alliance	Belle Valley	Bronze Heights (Noble County)
Alvada	Bellville	Brookside
Amesville	Belmont	Broughton
Amesden	Beimore	Buckeye Lake
Amsterdam	Bentan	Buckeyeville
Annapolis	Benton Ridge	Buckingham
Antwerp	Bergholz	Buckland
Apex	Berlin	Bucyrus
Apple Creek	Berwick	Buena Vista
Appleton	Bethesda	Buffalo
Arcadia	Bettsville	Bunker Hill
Arlington	Big Island	Burgoon
Arthur	Big Praire	Burlington
Ashland	Bladensburg	Byesville
Ashley	Blaine	Cadiz
Athalia	Blanchard	Cairo
Attica	Bloomdale	Calais
Ava	Bloomfield	Calcutta
Avondale (Licking County)	Bloomingdale	Caldwell
Avondale (Stark County)	Błoomville	Cambridge
Avondale (Muskingum County)	Blue Creek	Canal Lewisville
Baertown	Blue Rock	Cannon Mills
Bailey Lakes	Bluffton	Canton
Bairdstown	Bolivar	Cardington
Ballville	Boston	Carey
Baltic	Bowerston	Caroline
Baltimore	Bowling Green	Carroll
Bangs	Bradley	Carrollton
Bannock	Bradrick	Carrothers
Barnesville	Brandon	Cavette

(Continued on Sheet No. 2-2)

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

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# LIST OF COMMUNITIES SERVED

COMMUNITY	COMMUNITY	COMMUNITY
Cecil	Cumberland	East Union (Wayne County)
Celeryville	Custar	Ohio/West Virginia
Centerburg	Cygnet	Echo
Chalfant	Daiton	Edenville
Charm	Danville	Edgerton
Chatfield	Deavertown	Egbert Stop
Chesapeake	Decatur	Eldon
Cheshire	Deering	Elgin
Chesterhill	Deersville	Elida
Chesterville	Defiance	Elliott
Clarinton	Dekalb	Emerson
Clarkstown	Delaware	Empire
Cloverdale	Delaware Bend	Enterprise (Meigs County)
Cloverhill	Deilroy	Enterprise (Hocking County)
Coal Grove	Delphos	Etna
Coal Ridge	Dennison	Fairfield
Colerain	Derwent	Fairfield Beach
Coles Park	Deshler	Fairhope
Columbia	Dexter	Fairpoint
Central Ohio Grove	Deyarmonville	Fairview
Conesville	Dilles Bottom	Findlay
Congo	Dillonvale	Fletcher
Connorville	Dola	Florence (Noble County)
Connotton	Dover	Florence (Belmont County)
Contin <u>ental</u>	Drakes	Flushing
Converse	Dresden	Forest
Convoy	Dull	Fort Jennings
Corning	Dun Glen	Fort Seneca
Coryville	Duncan Falls	Fort Shawnee
Coshocton	Dundee	Fostoria
Costonia	Dunkirk	Franklin Furnace
Cove	Dupont	Frazeysburg
Crabapple	Durant	Fredericksburg
Craigton	Eagleport	Fredericktown (Carroll County)
Crescent	East Canton	Fredericktown (Knox County)
Crestline	East Fultonham	Freeport
Cridersville	East Liverpool	Fremont
Cromers	East Richland	Fresno
Crooksville	East Sparta	Friendship
Crown City	East Springfield	Fulton

(Continued on Sheet No. 2-3)

Filed pursuant to Order dated \_\_\_\_\_\_ in Case No. \_\_\_\_\_

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# LIST OF COMMUNITIES SERVED

COMMUNITY	COMMUNITY	COMMUNITY
Fultonham	Hammondsville	Ink
Funk (Wayne County)	Hanging Rock	Irondaie
Galatea (Wood County)	Hanover	Ironspot
Galion	Hanoverton	Ironton
Gambier	Harbor Hilis	Isleta
Garden City	Harlem Springs	Jackson (Oak Hill)
Georges Run	Harpster	Jacksontown
Germano	Harrisburg	Jacobsburg
Getaway	Harrisville	Jefferson
Gilboa	Harrod	Jelloway
Glade	Harryette	Jenera
Glandorf	Hartsburg	Jeromesville
Glasgow	Hartville	Jerry City
Glass Rock	Hatfield	Jerusalem
Glen Robbins	Havens	Jewett
Glenco	Haverhill	Johnstown
Glenford	Haviland	Jonestown
Glemont	Heath	Junction City
Glenmoor	Hebron	Junction
Glouster	Hecia	Kalida
Gnadenhutten	Hemlock	Kansas
Gomer	Hendrysburg	Кееле
Gore	Hepburn	Kempton
Goshen	Hibbetts	Kenova
Goulds	Hicksville	Kensington
Grant	Hillcrest	Kenton
Granville	Hillgrove	Kenwood
Gratiot	Hills and Dales	Key
Greendale	Hintsville	Kidron
Greenfield	Holloway	Kilgore
Greensprings	Holmesville	Killbuck
Greenville	Homer	Kimbolton
Greenwich	Hooksburg	Kipling
Greer	Hopedale	Kirby
Grove Hill	Hopewell	Kirkersville
Guerne	Houcktown	Kitts Hill
Guernsey	Howard	Knoxville
Hackney	Hoytville	Kossuth
Hamler	Hume	Kylesburg
Hammansburg	Iberia	Lafferty

(Continued on Sheet No. 2-4)

Filed pursuant to Order dated \_\_\_\_\_\_ in Case No.

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### LIST OF COMMUNITIES SERVED

COMMUNITY	COMMUNITY	COMMUNITY
Lake Cable	Mansfield	Miller
Lake O'Springs	Mantua	Millersburg
Lakeville	Maple Grove	Millersport
Lamira	Maple Heights	Millport
Lancaster	Mapleton	Millwood
Landeck	Marengo	Mineral City
Langsville	Marietta	Minersville
Lansing	Marion	Minerva
Larue	Mark Center	Minford
Latty	Mame	Mingo Junction
Laurel Cliff	Marseilles	Mononue
Leavittsville	Marshalville	Monoue
Leesville (Carroll County)	Martei	Monticello
Leesville (Crawford County)	Martins Ferry	Moorefield
Leipsic	Martinsburg	Moreland
Lemert	Massillon	Morganville
Lewisville	Maynard	Morral
Lexington	McClainsville	Morristown
Licking View	McComb	Mortimer
Liebs Island	McConnelsville	Moulton
Lightsville	McCuneville	Mt. Blanchard
Lima	McCutchenville	Mt. Cory
Lindentree	McDermot	Mt. Eaton
Lisbon	McGuffey	Mt. Gilead
Little Sandusky	McLuney	Mt. Hope
Lloydsville	McZena (Ashland County)	Mt. Liberty
Lock	Mechanicstown	Mt. Perry
Lock Seventeen	Meeker	Mt. Pleasant
Logan	Melmore	Mt. Sterling
Londonderry	Meirose	Mt. Vernon
Lore City	Mendon	Mt. Victory
Loudon	Mermill	Moxahala
Loudonville	Mexico	Nashport
Louisville	Middlebranch	Nashville
Lovell	Middlebury	National Road
Lucasville	Middlepoint	Navarre
Lykens	Middleport	Neeleysville
Magnolia	Midvale	Neffs
Malta	Midway	Negley
Malvern	Milbrook	Nellie

(Continued on Sheet No. 2-5)

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

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# LIST OF COMMUNITIES SERVED

COMMUNITY	COMMUNITY	COMMUNITY
Nelsonville	Nova	Port Homer
Nevada	Oak Hill	Port Washington
New Alexandria	Oakfield	Portage
New Athens	Oakwood	Portersville
New Bedford	Oceola	Portsmouth
New Boston	000	Powellsville
New Castle	Ohio City	Powhatan Point
New Concord	Old Fort	Proctorville
New Cumberland	Old Washington	Prospect
New Hagerstown	Oneida	Provident
New Harrisburg	Oregon	Quaker City
New Haven	Oreville	Quincy
New Lafferty	Orient	Racine
New Lexington	Orrville	Radnor
New Lima	Otsego	Ragersville
New London	Ottawa	Ramsey
New Philadelphia	Ottoville	Rawson
New Pittsburg	Outville	Rayland
New Riegel	Pandora	Redfield
New Rumley	Paris	Redtown
New Salem	Pariett	Reedsburg
New Somerset	Parral	Rehobeth
New Stark	Pataskala	Reinersville
New Straitsville	Patterson	Rendville
New Washington	Paulding	Republic
New Weston	Payne	Reynoldsburg
New Winchester	Pedro	Riceland
Newark	Pekin	Richmond
Newcomerstown	Pennsville	Ridgeton
Newport	Philo	Ridgeway
Newtown	Piedmont	Rimer
North Baltimore	Piketon	Ringold
North Canton	Piney Fork	Risingsun
North Industry	Plainfield	Rittman
North Kenova	Pleasant City	Riverview (Muskingum County)
North Mt. Vernon	Pleasant Grove	Riverview (Belmont County)
North Robinson	Pleasantville	Roanoke
North Salem	Plymouth	Robertsville
Norton	Pomeroy	Robyville
Norwich	Port Clinton	Rock Camp

(Continued on Sheet No. 2-6)

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### LIST OF COMMUNITIES SERVED

COMMUNITY	COMMUNITY	COMMUNITY
Rockbridge	Sherwood	Sugargrove
Rokeby Lock	Shiloh	Suiphur Springs
Rome	Short Creek	Summerfield
Rose Farm	Shreve	Summertand Beach
Rosemount	Siam	Summitville
Roseville	Siocum	Sybene
Rossburg	Smithfield	Sycamore
Rosseau	Smithville	Sylvania
Roswell	Smyrna	Syracuse
Roxbury	Somerdale	Tacoma
Rubyville	Somerset	Tappan
Rudolph	Sonora	Thomport
Rush Run	South Acres (Nobie County)	Thornville
Rushville	South Mt. Vemon	Thurston
Russells Point	South Point	Tiffin
Rutland	South Webster	Tiltonsville
Salem Center	South Woodbury	Tippecanoe
Salesville	South Zanesville	Tiro
Salineville	Sparta	Toboso
Saltillo	Speidel	Todds
Sandyville	Spencerville	Toronto
Santoy	Springville	Triadelphia
Sarahsville	St. Clairsville	Trinway
Savannah	St. Joe	Tuscarawas
Sayre	St. Louisville	Tyndall
Schneiders Crossing	St. Marys	Uhrichsville
Schoenbrunn	Steinersville	Union City
Scio	Sterling	Unionport
Sciotodale	Steubenville	Uniontown
Sciotoville	Stewartsville	Unionvale
Scott	Stillwater	Upland Heights
Scotts Crossing	Stockdale	Upper Sandusky
Seneca	Stockport	Utica
Senecaville	Stone Creek	Van Buren
Sewellville	Stout	Van Wert
Shadyside	Strasburg	Vanatta
Shawnee	Stratton	Vanlue
Shelby	Sugar Grove (Fairfield County)	Vaughnsville
Sheridan _	Sugar Grove (Scioto County)	Venedocia
Sherrodsville	Sugarcreek	Vernon

(Continued on Sheet No. 2-7)

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

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# LIST OF COMMUNITIES SERVED

COMMUNITY	COMMUNITY	COMMUNITY
Vickery	Winchester	
Vinton	Winding Hill	
Waco	Winfield	
Wagram	Wingston (Wood County)	
Wainwright	Wintersville	
Wakefield	Wolf Run	
Waldo	Wolf Station	· · ·
Walhonding	Wolfhurst	
Walnut Creek	Woodburn	
Wapakoneta	Woodsfield	
Warrenton	Wooster	
Warsaw	Worstville	
Waterford	Wren	
Waverly	York	· · · · · · · · · · · · · · · · · · ·
Waynesburg	Yorkville	
Waynesfield	Zanesville	
Weems	Zoar	
Weilersville	Zoarville	
Wellsville		
West Lafayette		
West Lebanon		
West Leipsic		
West Liberty		
West Point		
West Portsmouth		
West Rushville		
West Salem		
West Wheeling		-1
Westminster		
Weston		
Wharton		
Wheelersburg		
White Cottage		
Wilkesville		
Willard		
Williamstown	· .	
Willow Grove		
Wills Creek		
Willshire		
Wilmot		

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

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### TERMS AND CONDITIONS OF SERVICE

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### 2. APPLICATION FOR SERVICE

These Terms and Conditions of Service apply to service under the Company's schedules which provide for generation, transmission and distribution service. Customers requesting only distribution service from the Company, irrespective of the voltage level at which service is taken, as provided for in Section 4928.40(E), Ohio Revised Code, shall be served under the Company's open access distribution schedules and the Terms and Conditions of Open Access Distribution Service shall apply.

A copy of these Terms and Conditions of Service and the schedules applicable to the customer's class of business will be furnished upon request and the customer shall elect upon which applicable schedule the customer desires to be served.

Before the Company shall be required to furnish service, the Company may request that a customer submit written specifications of electrical apparatus to be operated by service, and to furnish the Company a detailed sketch giving the location of the customer's facilities. Such requests will be limited to specific instances where such information significantly assists the Company in designing and sizing its local facilities.

(Continued on Sheet No. 3-2)

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### TERMS AND CONDITIONS OF SERVICE

Written agreements will be required, before service will be commenced, from each customer with annual average demand greater than 500 KW. A written agreement may be required by the Company for a customer whose annual average demand does not exceed 500 KW that has unusual or special service characteristics. If the customer refuses to sign a written agreement, an agreement will still be effective as if the customer had signed and said customer will be charged under the appropriate schedule. A copy of the written agreement, contained on a form provided by the Company, will be furnished to the customer upon request at any time during the term of the agreement.

When the customer desires delivery of energy at more than one point, each delivery point will be billed separately under a schedule applicable to the customer's class of business at such point. Separate written agreements, if required under the above paragraph, will be made for each point of delivery.

#### DEPOSITS

3.

Security for the payment of bills will be governed, as specified in Chapter 4901:1-10-14 of the Ohio Administrative Code, which is herein incorporated by reference as it is from time to time amended.

The Company will be entitled to pursue adequate assurance of payment for electric service if a customer files for protection under provisions of the United States Bankruptcy Code.

The Company will pay interest on deposits so made in accordance with legal requirements. The Company will not pay interest on deposits more than one month after discontinuance of service to the customer. Retention by the Company, prior to final settlement, of any deposit or guarantee is not a payment or part payment of any bill for service. The Company shall have a reasonable time in which to read and remove the meters and to ascertain that the obligations of the customer have been fully performed before being required to return any deposit.

# 4. PAYMENTS

Bills will be rendered by the Company to the customer monthly in accordance with the schedule selected applicable to the customer's service with the following exception:

(Continued on Sheet No. 3-3)

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### TERMS AND CONDITIONS OF SERVICE

Year-round residential and not-for-profit General Service Schedule customers shall have the option of paying bills under the Company's equal payment plan (Budget Plan), whereby the total service for the succeeding 12month period is estimated in advance, and bills are rendered monthly on the basis of one-twelfth of the 12-month estimate. The Company may at any time during the 12-month period adjust the estimate so made, and the bills rendered in accordance with such estimate, to conform more nearly with the actual use of service being experienced. The normal equal payment period will be 12 months, commencing in any month selected by the Company, but in those cases where billing is commenced during a month which leaves less than 12 months until the beginning of the next normal equal payment period to which the customer is assigned, payments shall be calculated on the basis of the months in such period.

In case the actual service used during any equal payment period exceeds the bills as rendered on the equal payment plan, the amount of such excess shall be paid on or before the due date of the bill covering the last month of the equal payment period in which such excess appears, or such excess may be added to the estimated use of the next normal equal payment period of 12 months, and shall be payable in equal payments over such period, except that if the customer discontinues service with the Company under the equal payment plan, any such excess not yet paid shall become payable immediately. In case the actual service used during the equal payment period is less than the amount paid under the equal payment plan during such period, the amount of such overpayment shall, at the option of the Company, either be refunded to the customer or credited on the customer's last bill for the period.

If a customer fails to pay bills as rendered on the equal payment plan, the Company shall have the right to withdraw the plan with respect to such customer and to restore the customer to billing as provided for in the applicable schedules, in addition to any other rights which the Company may have under such schedules and terms and conditions of service in case of arrearage in payment of bills.

All bills from the Company are due and payable by mail, checkless payment plan, electronic payment plan or at an authorized payment agent of the Company within the time limits specified in the schedule. For the purpose of this Section, the United States Postal Service is not an authorized payment agent, and payments received through the Postal Service are considered paid when received at the Company's business offices. Failure to receive bill will not entitle customer to any discount or to the remission of any charge for nonpayment within the time specified. For purposes of this Section, the word "month" as used herein and in the schedules is hereby defined to be the elapsed time between two successive meter readings approximately 30 days apart.

(Continued on Sheet No. 3-4)

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

Issued: \_\_\_\_\_

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# TERMS AND CONDITIONS OF SERVICE

A customer shall be charged \$10.00 for any dishonored check received in payment for a bill rendered by the Company, unless the customer shows that the bank was in error.

### 5. CHANGE OF ADDRESS BY CUSTOMER

It is the responsibility of an existing customer to notify the Company when service is to be discontinued, and to provide a mailing address for the final bill.

When the Company receives notice from an existing customer that the service is to be discontinued, or from a prospective customer that an existing service is to be transferred into the prospective customer's name, the Company will, within three regular Company working days, determine the meter reading for the final bill to the existing customer. The existing customer will be responsible for all service supplied to the premises until such meter reading and discontinuance or transfer is made. Transfer of service to a qualified prospective customer will not be delayed or denied because of nonpayment of the final bill by the former customer, unless the former customer continues to be a consumer of electric service at that premise.

# 6. INSPECTION

It is to the interest of the customer to properly install and maintain the customer's wiring and electrical equipment and the customer shall at all times be responsible for the character and condition thereof. It is the customer's responsibility to assure that all inside wiring is grounded and is otherwise in accordance with the requirements of the National Electric Code. The Company makes no inspection thereof and in no event shall be responsible therefor.

Where a customer's premises are located in a municipality or other governmental subdivision where inspection laws or ordinances are in effect, the Company may withhold furnishing service to new installations until it has received evidence that the inspection laws or ordinances have been complied with. In addition, if such municipality or other governmental subdivision shall determine that such inspection laws or ordinances are no longer being complied with in respect to an existing installation, the Company may suspend the furnishing of service thereto until it has received evidence of compliance with such laws or ordinances. The Company may disconnect electric service to a premise where unsafe conditions exist.

Where the customer's premises are located outside of an area where inspection service is in effect, the Company may require the delivery by the customer to the Company of an agreement duly signed by the owner and tenant of the premises authorizing the connection to the wiring system of the customer and assuming responsibility therefor.

No responsibility shall attach to the Company because of any waiver of these requirements.

(Continued on Sheet No. 3-5)

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

issued:

Effective: Cycle 1 January 2009

#### TERMS AND CONDITIONS OF SERVICE

#### 7. SERVICE CONNECTION

The Company will, when requested to furnish service, designate the location of its service connection. The customer's wiring must, except for those cases listed below, be brought outside the building wall nearest the Company's service wires so as to be readily accessible thereto. When service is from an overhead system, the customer's wiring must extend at least 18 inches beyond the building. Where customers install service entrance facilities which have capacity and layout specified by the Company and/or install and use certain utilization equipment specified by the Company, the Company may provide or offer to own certain facilities on the customer's side of the point where the service wires attach to the building.

When a customer desires that energy be delivered at a point or in a manner other than that designated by the Company, the customer shall pay the additional cost of same.

Where service is supplied from an underground distribution system which has been installed at the Company's expense within the limits of municipal streets, the customer shall make arrangements with the Company to supply and install a continuous run of cable conductors including necessary ducts from the manhole or connection box to the inside of the building wall. The customer shall pay the cost of installing the portion of cable and duct from the curb line to the terminus or cable inside the building and provide the necessary easements to the Company.

#### 8. NOMINAL VOLTAGE LEVELS

The Company has established the following nominal service voltages of which at least one of the following characteristics shall be made available to a customer, the particular voltage and service characteristics to be at the option of the Company:

Secondary Distribution System - Alternating current, 60 cycles at nominal voltages of 120, 120/208, 120/240, or 240/480 volts, single phase; and 120/208, 120/240, 240, 240/480, 277/480 and 480 volts, 3 phase.

Primary Distribution System - Alternating current, 60 cycles at nominal voltages of 12,470, and 34,500 volts, 3 phase.

Subtransmission - Alternating current, 60 cycles, 3 phase at nominal, unregulated voltage of 23,000, 34,500 and 69,000 volts.

Transmission - Alternating current, 60 cycles, 3 phase at nominal, unregulated voltage of 138,000 volts.

(Continued on Sheet No. 3-6)

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

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Effective: Cycle 1 January 2009

### TERMS AND CONDITIONS OF SERVICE

The Company shall design and operate its system so that under normal operating conditions the voltage delivered at the customer's service entrance, for the voltages listed above, is maintained within the range of plus or minus 5% of the norminal voltage. Wherever voltages shall be known to exist outside of such range, the Company will take steps to promptly initiate corrective action to restore the voltage level to within such range.

### 9. WORK PERFORMED ON COMPANY'S FACILITIES AT CUSTOMER'S REQUEST

Whenever, at the request of a customer and solely to suit the convenience of the customer, work is performed on the Company's facilities or the Company's facilities are relocated, the customer shall pay to the Company, in advance, the estimated total cost of such work. This cost shall be itemized by major categories and shall include the Company's standard overheads and be credited with the net value of any salvageable material. The actual costs for the worked performed will be determined after its completion and the appropriate additional charge or refund will be made to the customer.

#### 10. COMPANY'S LIABILITY

The Company will use reasonable diligence in furnishing a regular and uninterrupted supply of energy but does not guarantee uninterrupted service. The Company shall not be liable for damages in case such supply should be interrupted or fail by reason of an act of God, the public enemy, accidents, labor disputes, orders or acts of civil or military authority, breakdowns or injury to the machinery, transmission lines, distribution lines or other facilities of the Company, extraordinary repairs, or any act of the Company, including the interruption of service to any customer, taken to prevent or limit the extent or duration of interruption, instability or disturbance on the electric system of the Company or any electric system interconnected, directly or indirectly, with the Company's system, whenever such act is necessary or indicated in the sole judgment of the Company.

Unless otherwise provided in a contract between the Company and customer, the point at which service is delivered by the Company to the customer, to be known as "delivery point", shall be the point at which the customer's facilities are connected to the Company's facilities. The Company shall not be liable for any loss, injury, or damage resulting from the customer's use of the customer's equipment or occasioned by the energy furnished by the Company beyond the delivery point.

The customer shall provide and maintain suitable protective devices on the customer's equipment to prevent any loss, injury, or damage that might result from single phasing conditions or any other fluctuation or irregularity in the supply of energy. The Company shall not be liable for any loss, injury, or damage resulting from a single phasing condition or any other fluctuation or irregularity in the supply of energy which could have been prevented by the use of such protective devices.

#### (Continued on Sheet No. 3-7)

Filed pursuant to Order dated \_\_\_\_\_\_ in Case No. \_\_\_\_\_

Issued: \_\_\_\_\_

Effective: Cycle 1 January 2009

### TERMS AND CONDITIONS OF SERVICE

Except as otherwise provided in this Section, the Company shall be liable to the customer for damage directly resulting from interruptions, irregularities, delays, or failures of electric service, caused by the negligence of the Company or its employees or agents, but any such liability shall not exceed the cost of repairing or replacing equipment, appliances, and perishable food stored in a customer's residence damaged as a direct result of such negligence. The customer must notify the Company of any claim based on such negligence within thirty days after the interruption, irregularity, delay or failure begins. The Company shall not be liable for consequential damages of any kind. This limitation shall not relieve the Company from liability which might otherwise be imposed by law with respect to any claims for personal injuries to the customer.

The Company will provide and maintain the necessary line or service connections, transformers (when same are required by conditions of contract between the parties thereto), meters and other apparatus which may be required for the proper measurement of and protection to its service. All such apparatus shall be and remain the property of the Company and the Company shall be granted ready access to the same, except to read inside meters. Such access to inside meters shall be granted upon reasonable request to residential customers during regular business hours.

Approval of the above schedule language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

#### 11. CUSTOMER'S LIABILITY

In the event the customer is unable to receive electric energy in the full amount contemplated by the customer's regular service arrangements for a period in excess of fifteen full days as a result of fire, explosion, flood, accident, breakdown or acts of God or the public enemy, said customer shall not be liable to the Company for minimum demand or billing charges for which the customer normally would be liable pursuant to the schedule and/or contract during the period of service decrease of electricity usage, provided:

- A. The customer notifies the Company in writing of the customer's inability to receive service as a result of one or more of the above specified event(s); and
- B. Said notice includes (in addition to any other pertinent information):
  - (1) Extent (or magnitude) of the service decrease
  - (2) Date of the event
  - (3) Cause of the event
  - (4) Probable duration of the service decrease; and

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- C. The customer is prompt and diligent in removing the cause of the service decrease; and
- D. The customer submits a report to the Company at least every thirty days following the event explaining the customer's progress toward removing cause of the service decrease; and
- E. The customer pays, pursuant to the customer's schedule and/or contract, for all service rendered prior to the service decrease.

In no event however shall this provision affect minimum demand or billing charges in any billing period to the date on which the Company receives the customer notice required above unless that notice is received within fifteen days of the above specified events.

During the period that the terms of this provision shall be in effect, the customer shall pay for all service received, the charges for such service being determined pursuant to the schedule under which customer had been served prior to the event except for the minimum demand or billing charges which were waived as a consequence of this provision. Under no circumstance shall the waiver of the minimum demand or billing charges extend beyond the time the cause of the service decrease has been removed. On the date that the cause of the service decreases has been removed, billing shall resume pursuant to the customer's schedule and/or contract.

Any contract, which has been affected by the application of this provision, shall have its term extended for a period of time equal in length to the duration of service decrease.

If the event causing the service decrease is of such severity that the customer decides not to continue in business at the affected location, and so notifies the Company in writing, the above provision will not be applied. Under such circumstances the customer will pay to the Company (1) a sum equal to the value of the Company's estimated original plant in service including the cost of the transmission lines and other equipment erected or reserved specifically for that customer's use, less accumulated depreciation and less the net salvage value of that equipment, or (2) any remaining demand or minimum bill charges due under the contract or any extension thereof resulting from application of this provision.

In the event of loss or injury to the property of the Company through misuse by, or the negligence of, the customer or the employees of same, the cost of the necessary repairs or replacement thereof shall be paid to the Company by the customer.

Customers will be responsible for tampering with, interfering with, or breaking of seals of meters, or other equipment of the Company installed on the customer's premises. The customer hereby agrees that no one except the employees of the Company shall be allowed to make any internal or external adjustments of any meter or any other piece of apparatus which shall be the property of the Company.

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At the request of any customer served on a schedule containing a separate demand charge, the Company shall provide a demand signal to the customer. The customer shall pay to the Company the cost for providing the signal. The Company shall not be liable for a loss of signal, and in such event the customer shall pay for the demand and energy as actually metered by the Company.

The Company shall have the right during regular working hours and in emergencies to enter the premises of the customer for the purpose of installing, reading, removing, testing, replacing, or otherwise disposing of its apparatus and property, and the right of entire removal of the Company's property in the event of the termination of the contract for any cause. The customer will keep the area where the Company's apparatus and property are located free from obstruction, danger and/or safety hazards. The Company's agent will, upon request, show credentials and state the reasons for requiring access.

# 12. EXTENSION OF SERVICE

The electrical facilities of the Company will be extended or be expanded to supply electric service when the distribution revenue is sufficient to justify the cost of making such additions, or in lieu of sufficient distribution revenue, the Company may require a long-term contract and/or contribution, monthly minimum charge, definite and written guarantee, from a customer or group of customers in addition to any minimum payment required by the appropriate rate schedule as may be necessary. This requirement may also be applied to cover the payment by the customer of the cost of tapping existing transmission or distribution lines for electric service or for reservation of electrical capacity when such service or reservation will not otherwise provide sufficient distribution revenue to justify the cost of tapping said lines.

The factors to be considered by the Company when justifying the service extension, expansion or reservation contemplated above include, in addition to the Company's estimates of the additional distribution revenue to be derived and the total additional investment in new and/or expanded facilities, the voltage at which service will be delivered, other benefits or burdens accruing to the Company as a result of the new and/or expanded facilities, the degree of permanence of the load to be served and the salvageability of the facilities to be installed. These factors will be applied without distinction among kinds and classes of customers, and customers are assured that like costs will be charged in like situations.

In the event that a line extension wholly or partially paid for by a customer under the above provisions becomes used to service an additional customer, the new customer will be charged an appropriate share of the cost of the line extension, and an appropriate refund will be made to the customer who previously had paid for the line extension. The appropriate share and appropriate refund will be determined by taking into account the annual distribution revenues of the customers, the cost of the line extension, the total and relative uses of the line extension by all customers being served from it, and the cost to the Company of owning and operating the line extension in the period from its inception until it commenced being used to serve the new customer.

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#### 13. EXTENSION OF RURAL LINES

The Company recognizes and makes available the rural line extension plan specified in Chapter 4901:1-9-07 - Rules, Regulations and Practices for the construction of Electric Line Extensions in Rural Territory, of the Ohio Administrative Code as amended from time to time.

#### 14. TEMPORARY SERVICE

The Company will supply temporary service when it has available unsold capacity in its lines, transformers and generating equipment. Customers who have seasonal operations at permanent locations, or who have other sources of energy supply and desire service for standby or breakdown purposes, must contract for permanent service under a schedule applicable to the customer's class of business and will be subject to the terms of that schedule including the minimum bill and term of contract provisions.

The customer will purchase temporary service under any schedule applicable to the customer's class of business and will, in addition, pay to the Company, in advance, the Company's estimated total cost of installing and removing its facilities necessary for the temporary service. The total cost will include all material, labor and overheads, with appropriate credits being given to salvageable material and to facilities to be used in subsequent permanent service. Charges for the following categories of temporary service are fixed as follows:

	Distribution
Service requiring only reading-in and reading-out an existing meter	\$23.50
Single-phase 120/140 volt service from permanent source, up to 100 Ampere	
Capacity	\$204.00

Temporary service supplied for a period less than one full month will be billed on the basis of a full month's schedule billing, including the minimum charge if applicable.

### 15. LOCATION AND MAINTENANCE OF COMPANY'S EQUIPMENT

As required to provide electric service to a customer, the Company shall have the right to construct and maintain its poles, lines, circuits and other necessary facilities on the customer's property, and to place its transformers and other apparatus on the property or within the buildings of the customer, at a point or points mutually acceptable to the Company and the customer for such purpose. The customer shall provide suitable space and access to same, for the installation and maintenance of necessary measuring instruments and other facilities, so that they may be protected from injury by the elements or through the negligence or deliberate acts of the customer or of any employee of the same, or any other party.

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#### 16. USE OF ENERGY BY CUSTOMER

The schedules for electric energy given herein are classified by the character of use of such energy and are not available for service except as provided therein.

It shall be understood that upon the expiration of a contract the customer may elect to renew the contract upon the same or another schedule published by the Company and applicable to the customer's requirements, except that in no case shall the Company be required to maintain transmission, switching or transformation equipment (either for voltage or form of current change) different from or in addition to that generally furnished to other customers receiving electrical supply under the terms of the schedule elected by the customer.

A customer may not change from one schedule to another during the term of contract except with the consent of the Company.

The service connections, transformers, meters and appliances supplied by the Company for each customer have a definite capacity and no additions to the equipment, or load connected thereto, will be allowed except by consent of the Company.

The customer shall install only motors, apparatus, or appliances which are suitable for operation with the character of the service supplied by the Company, and which shall not be detrimental to same, and the electric power must not be used in such a manner as to cause unprovided for voltage fluctuations or disturbances in the Company's transmission or distribution system. The Company shall be the sole judge as to the suitability of apparatus or appliances, and also as to whether the operation of such apparatus or appliances is or will be detrimental to its general service.

No attachment of any kind whatsoever may be made to the Company's lines, poles, crossarms, structures, or other facilities without the express written consent of the Company.

All apparatus used by the customer shall be of such type as to secure the highest practical commercial efficiency, power factor and the proper balancing of phases. Motors which are frequently started or motors arranged for automatic control, must be of a type to give maximum starting torque with minimum current flow, and must be of a type, and equipped with controlling devices, approved by the Company. The customer agrees to promptly notify the Company prior to any significant increase or decrease in the customer's connected load, which could impact the capacity requirements of the Company's local facilities.

The operation of certain electrical equipment can result in disturbances (e.g., voltage fluctuations, harmonics, etc.) on the Company's transmission and distribution systems which can adversely impact the operation of equipment for other customers. Nonresidential customers are expected to abide by industry standards, such as those contained in ANSI/IEEE 519 or the IEEE/GE voltage flicker criteria, when operating such equipment. In accordance with the Electric

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Service and Safety Standards, Chapter 4901:1-10-15 (D) of the Ohio Administrative Code, the Company may refuse or disconnect service to nonresidential customers for using electricity or equipment which adversely affects distribution service to other customers. Copies of the applicable criteria will be provided upon request.

The Company will not supply service to customers who have other sources of energy supply except under schedules which specifically provide for same. The term "other sources of energy supply" as used in these Terms and Conditions of Service or in any of the Company's schedules shall mean "other sources of electric energy supply" except where the Company provides service as standby or partial standby for a source of energy other than electric energy.

The customer shall not be permitted to operate the customer's own generating equipment in parallel with the Company's service except on written permission of the Company.

Resale of energy will be permitted only by legitimate electric public utilities subject to the jurisdiction of the Public Utilities Commission of Ohio and only by written consent of the Company. In addition, resale of energy will be permitted for electric service and related billing as they apply to the resale or redistribution of electrical service from a landlord to a tenant where the landlord is not operating as a public utility, and the landlord owns the property upon which such resale or redistribution takes place. This prohibition precludes customer participation, either directly or indirectly through a third party, in a wholesale demand response program offered by an RTO or other entity.

# 17. METER REGISTRATION AND TESTING

Any kilowatt-hour meter registering between 2% fast and 2% slow will be considered to be registering correctly. Any integrating block interval demand meter or thermal demand meter registering between 4% high and 4% low will be considered to be registering correctly.

The Company will, upon request of the customer, test any meter suspected of improper registration. For each subsequent test conducted within thirty-six months of the last previous test, if the meter is found to be registering correctly, the customer shall pay to the Company a \$59 fee for a single phase meter test and a \$73 fee for a three phase meter test. The customer shall be told the amount of such charge when the customer requests the meter test within such 36-month period. Such test, witnessed by the customer if so desired, will be conducted using a properly calibrated meter standard. Any meter found registering correctly will be resealed and the date and results of the test entered on the Company's records.

The Company will replace at its expense any meter registering incorrectly and make billing corrections in accordance with the following Section.

#### 18. BILLING CORRECTIONS

If the amount of energy consumed is not properly registered by a meter for any reason, or is not properly charged to the customer's account, the Company will, for the period of time that incorrect billings can be established, adjust the meter readings and billings to reflect all available information concerning the actual use by the customer. Any resulting overpayment will be paid or

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### TERMS AND CONDITIONS OF SERVICE

credited to the customer. Except as provided below, any underpayment, not to exceed the length of time of the underbilling, except at the Company's discretion, will be billed to the customer. The Company will, if the customer requests, attempt to arrange a reasonable payment schedule in the event of underpayment. Should the amount of the adjustment be under dispute, the Company will continue to supply service and the customer shall continue to pay the amounts billed until a final determination is made.

The Company's policy on backbilling for residential customers shall comply with the orders of the Commission and Section 4933.28 of the Ohio Revised Code, as amended from time to time.

#### 19. RESIDENTIAL SERVICE

Individual residences shall be served individually under a residential service schedule. The customer may not take service for two or more separate residences through a single meter under any schedule, irrespective of common ownership of the several residences, except that in the case of an apartment house with a number of individual apartments the landlord shall have the choice of providing separate wiring for each apartment so that the Company may supply each apartment separately under the residential schedule, or of purchasing the entire service through a single meter under the appropriate general service schedule.

Where a single-family house is converted to include separate living quarters or dwelling units for more than one family, or where two or more families occupy a single-family house with separate cooking facilities, the owner may, instead of providing separate wiring for each dwelling unit, take service through a single meter under the residential service schedule. In such case, there will be a single customer charge, but the quantity of kilowatt-hours in each block will multiplied by the number of dwelling units or families occupying the building.

The residential service schedule shall cease to apply to that portion of a residence which becomes primarily used for business, professional, institutional or gainful purposes. Under these circumstances, customer shall have the choice: (1) of separating the wiring so that the residential portion of the premises is served through a separate meter under the residential service schedule and the other uses as enumerated above are served through a separate meter or meters under the appropriate general service schedule; or (2) of taking the entire service under the appropriate general service schedule. Motors of 10 HP or less may be served under the appropriate residential service schedule. Larger motors may be served where, in the Company's sole judgment, the existing facilities of the Company are adequate.

Detached building or buildings, actually appurtenant to the residence, such as a garage, stable or barn, may be served by an extension of the customer's residence wiring through the residence meter provided no business activities are transacted in the detached buildings.

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In the event a detached garage or other facility on a residential customer's property is separately served and metered, such facility shall accordingly be metered and billed according to the appropriate general service rate.

# 20. DENIAL OR DISCONTINUANCE OF SERVICE

The Company reserves the right to refuse any applicant for service if the applicant is indebted to the Company for any service theretofore rendered at any location, provided the Company shall advise applicant to such effect, and provided that indebtedness for one class of service shall not cause the refusal of service to a different class of service. The Company reserves the right to discontinue to serve any customer without notice in case of an emergency or to prevent theft from or fraud upon the Company. Subject to the further provisions for residential customers contained in Chapter 4901:1-18 of the Ohio Administrative Code which is herein incorporated by reference as it is from time to time amended, the Company also reserves the right after at least 5 days' notice in writing to discontinue to serve any customer (1) who is indebted to the Company for any service theretofore rendered at any location (on other than equal payment plan accounts having a credit balance), and provided that indebtedness for one class of service shall not cause the disconnection of service to a different class of service (2) for failure to provide and maintain adequate security for the payment of bills as requested by the Company, or (3) for failure to comply with these Terms and Conditions. Any discontinuance of service shall not terminate the contract between the Company and the customer nor shall it abrogate any minimum charge which may be effective.

When a Company employee is dispatched to a customer's premises for the purpose of performing collection activities due to the customer's delinquency, the customer will be charged \$18.00, the cost to the Company of having the employee at the customer's premises. A Company employee performing a disconnection is not authorized to make any extended payment arrangements with the customer, but will, in lieu of disconnection, accept payment of the delinquent amount plus \$18.00, the cost to the Company of having the employee at the customer's premises to perform the disconnection. The Company may, when in its judgment its employees would be subject to physical harm, require the payment to be by means other than cash. The collection trip charge will not be assessed more than once in any billing period.

If a customer has been disconnected, upon payment or proof of payment of the delinquent amount plus a reconnection fee as specified below, which represents the cost to the Company of disconnecting and reconnecting a customer during the Company's normal working hours, the Company will reconnect the electric service on this same day, if such payment or proof of payment is made at the Company's office by 12:30 p.m., and otherwise as soon as possible

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but not later than the close of the Company's next regular working day. When such payment is made after 12:30 p.m. and the Company's employees cannot reconnect the service prior to the end of their normal workday, and the customer prefers to be reconnected prior to the beginning of the next regular workday, the disconnection and reconnection charge payable prior to reconnection will be the overtime rate specified below, an amount which recognizes the Company's average additional cost of reconnecting a customer outside of normal working hours.

Reconnection Service Charges:

	Regular	Overtime
Single Phase	\$36.00	\$ 92.00
All Other	\$90.00	\$145.00

#### 21. INTERVAL METERING INSTALLATIONS

A customer may request an interval meter. The cost of any interval metering facilities installed by the Company as a result of such request shall be paid by the customer. The customer shall make a one-time payment for the metering facilities at the time of installation of the requested facilities, or, at the customer's option, up to 24 consecutive equal monthly payments reflecting an annual interest charge as determined by the Company, but not to exceed the cost of the Company's most recent issue of long-term debt. If the customer elects the installment payment option, the Company shall require an initial payment equal to 25% of the total cost of the metering facilities.

In addition, the customer shall pay a net charge to cover the incremental cost of operation and maintenance and meter data management associated with such interval metering as follows. Charges are for service performed on a Company installed standard interval meter.

Service Performed During Normal Business Hours	
Connect phone line to meter at a time other than the initial interval	
meter installation	54.00
Perform manual meter reading	39.00
Check phone line and perform manual meter reading due to communication loss	44.00
Repair/replace surge protector	65.00
Repair/replace interval board	146.00
Repair/replace modem board	236.00
Repair/replace interval and modem boards	304.00

The customer may select a meter from the Company's approved equipment list. The customer may communicate with the meter for the purpose of obtaining usage data, subject to the Company's communication protocol. The customer is responsible for providing the telephone line for purposes of reading the meter.

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# 22. PRE-ENROLLMENT CUSTOMER INFORMATION LIST

The Company will offer to CRES Providers the Pre-Enrollment Customer Information List with updates available quarterly throughout the Market Development Period. Customers have the option to remove all of their information (including name, address and historical usage data) from the Customer Information List. Customers may also reinstate their information to the Customer Information List. Customers will be notified of such options quarterly throughout the Market Development Period.

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OHIO POWER COMPANY

# P.U.C.O. NO. 19

### TERMS AND CONDITIONS OF SERVICE

### 23. EXTENSION OF LOCAL FACILITIES

The Company shall construct suitable electric transmission and distribution facilities under this Line Extension policy to serve customer premises when the customer can not be served from existing electrical facilities. The company will determine the basic service plan and the modifications required to the Company's transmission and/or distribution facilities to provide the basic service plan to serve the customer's load. The company will design, construct, own, operate and maintain the Line Extension and all other equipment installed to serve the customer's load up to the point of service for each customer.

In addition to the Company's Line Extension policy, the company also recognizes and makes available the rural Line Extension plan specified in Chapter 4901:1-9-07 - Rules, Regulations and Practices for the construction of Electric Line Extensions in Rural Territory, of the Ohio Administrative Code as amended from time to time.

Customers requesting electric service shall submit detailed and complete information which may include but not be limited to switch size, requested delivery voltage, total estimated load, listing of connected loads, operating characteristics, site survey plans, showing other utilities and first floor elevations before the company can develop a plan of service and prepare Construction Cost estimates. The Company will exercise its' best efforts to expedite the entire process for developing a service plan and prepare estimated cost, upon receipt of the necessary information from the customer.

The Company shall have no obligation to extend, expand or rearrange its facilities if it determines that the existing facilities are adequate to serve the customer's electrical load. The Company shall have no obligation to extend, expand or rearrange its facilities if adequate right-of-way and/or sufficient tree removal and/or trimming cannot be secured by the Company or the customer.

<u>Definitions</u>

- Basic Service Plan the least cost standard electric facility design using sound engineering practices which meet and/or exceed the National Electrical Safety Code and the Company's construction standards.
- Backbone Electrical Facility the transmission and distribution voltage level facilities essential to serve a single site or multiple sites within a development or other undeveloped sites.
- Construction Cost the cost of constructing any line extension and shall include all costs of labor and materials directly chargeable to and necessary to construct the line extension, and all transformers, meters, services, rights-of-way, tree trimming rights, highway permits, actually paid for by the Company and all other elements of actual cost properly chargeable to or against the line extension. Electric Company may, for the purpose of standardization, establish standard construction cost estimates which shall not exceed, in any event, the average cost of constructing such line in the territory involved, in which case the term "Construction Cost" as used in this plan will be understood to mean the standard estimate thus established.

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# TERMS AND CONDITIONS OF SERVICE

### Definitions (Cont'd)

- Contribution In Aid for Construction (CIAC) the customer's upfront payment to the Company as
  a contribution to offset the estimated expense the Company will incur in providing service to the
  customer. CIAC payments will be grossed up to include applicable taxes. The Company will not
  begin construction until the payment is received.
- Development a tract of land which is subdivided into parcels and/or includes more than one enduse customer, and where the developer makes significant infrastructure improvements such as paved streets, curbs, sidewalks and water and sewer systems.
- Gross up Tax The tax incurred for direct payment from the customer to the company for CIAC collections.
- Line Extension the provision of such facilities (poles, fixtures, wires and appurtenances) as are
  necessary for delivering electrical energy for general use in the Company's service territory along
  public highways or the Company's right-of-way to one or more customers so located that they
  cannot be adequately supplied from the Company's existing electrical system.
- Local Facilities the company's electrical facilities constructed for, and dedicated to, the service of an individual end-use customer or the service for a development as that term is defined above. (This includes the installation of new or expanded equipment but does not include the maintenance or repair of existing equipment.)
- Multi-family any structure designed for separate living units, but where the separate living units share at least one common wall and a common roof, regardless of unit ownership.
- Overhead Service Lateral overhead service conductors of adequate capacity from the nearest or most suitable pole of the overhead distribution system, extending not to exceed one service span or approximately 100 feet in length to the customer provided service delivery point.
- Permanency a) a structure that has a permanently installed pressurized domestic water system and septic/sewer system which complies with local codes/regulations and is approved for use by the respective sanitation jurisdictional authority or b) a structure approved for installation on one of the following foundational supports:
  - A mortared masonry pier/column configuration
  - A poured concrete slab.
  - A typical permanent foundation consisting of a poured concrete footer and mortared masonry walls on the perimeter of the structure.
- Point of Origin the point where a line extension made under this plan connects with and receives energy from any existing transmission or distribution line. Said point shall be the nearest practical point to the customers to be served by said extension.

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### TERMS AND CONDITIONS OF SERVICE

#### Definitions (Cont'd)

- Premium Service Costs all additional expenses incurred by the Company to provide service to the customer, where such costs are over and above the Company designed Basic Service plan. While the following is not all inclusive, these costs will be such things as customer requested alternate construction routes, underground facilities, special construction, excess cost, additional equipment, additional expenses incurred due to legislation, local ordinances and/or restrictions, as well as any expenses imposed on the company beyond the company's control.
- Residence a living structure which meets the permanency requirement related to the foundational support, has a pressurized water system and septic/sewer system which complies with local codes/regulations and is approved for use by the respective sanitation jurisdictional authority. The structure must also include a functional domestic kitchen (stove, refrigeration, sink, etc.), conventional sleeping facilities and comply with applicable residential building codes/regulations.
- I. The Company's actual cost of extending "Local Facilities" to serve new, non-residential customers or to serve expanded loads at existing non-residential customers will be recovered in the following manner:
  - A. For all customers which will be served pursuant to the Company's GS service schedules.

The party requesting the extension of "Local Facilities" will pay, prior to the Company beginning to extend such facilities, 40% of the firm price estimated cost for the basic service plan as a Contribution in Aid of Construction (CIAC). In addition, the party requesting the extension will pay 100% of the cost differential associated with any premium services requested, also as a CIAC. All CIAC payment amounts will be grossed-up for taxes and the party requesting the extension will pay the total, grossed-up amount.

As a matter of clarification for a development project, the upfront cost responsibilities (40% CIAC) are assessed against the developer and the end-use customers. The primary voltage "backbone" electrical facilities are the "Local Facilities" for which the developer is responsible. The Line Extension from this "backbone" system to the end-use customer's point of service delivery are the "Local Facilities" for which the end-use customer is responsible.

When multiple end-use customers are served from a "backbone" electrical facility, each enduse customers will pay 40% of the firm price estimated cost for the basic service plan as a Contribution in Aid of Construction (CIAC) for the additional "Local Facilities" to serve them. In addition, each end-use customer requesting the extension will pay 100% of the cost differential associated with any premium services requested, also as a CIAC. All CIAC payment amounts will be grossed-up for taxes and the party requesting the extension will pay the total, grossed-up amount

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- B. All CIAC payments will be grossed-up for taxes and the party requesting the extension will pay the Company the total grossed-up amount prior to the Company beginning to extend such facilities.
- C. The cost recovery outlined above, applies to all requests for extension of "Local Facilities" that have signed agreements after December 31, 2008. The company will renegotiate any agreements signed prior to January 1, 2009, and have not begun construction within 90 days of the contract date.

Any party who, because the party requested an extension of line facilities, paid the Company a CIAC will be entitled to a refund of a portion of the CIAC paid for standard services in accordance with the following:

If a new additional customer, within 4 years of the CIAC having been paid, utilizes the "Local Facilities" for which the CIAC had been paid, the party who paid the CIAC will be entitled to a refund which represents a pro-rata portion of the original CIAC calculated to equitably share the CIAC responsibility for those facilities used in service by both the new additional and original customer.

- The Company's actual cost of extending "Local Facilities" to serve new single family and multi-family residential developments will be recovered in the following manner:
  - A. For all residential single family housing developments:
    - The developer/builder shall make a one-time flat fee CIAC of \$500 for each single-family lot in a development. This one-time fee paid by the developer/builder shall constitute the total CIAC required of the developer/builder for the installation of all plant, facilities, and equipment as needed to construct the basic service plan. The flat fee will be paid in a lump sum to the Company prior to the Company's construction for any phase of a development, and shall not be subject to repayment.

Upon payment of the flat fee, installation of the electric infrastructure shall occur promptly by the Company.

- 2. The developer/builder will pay a CIAC contribution for 100% of the cost differential associated with any premium services requested and said payment will be grossed up for taxes. The developer/builder will pay the total grossed-up amount.
- 3. Consistent with the current policy, developers/builders will continue to pay, beyond the \$500 per single-family lot, the cost differential for underground service laterals.

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The CIAC shall be paid in a lump sum to the Company prior to the company's construction for any phase of a development, and shall not be subject to repayment. Upon payment of the flat fee, installation of the electric infrastructure shall occur promptly by the Company.

- B. For all multi-family housing developments, in which each unit is individually metered by the Company:
  - 1. The developer/builder shall make a one-time, flat fee CIAC payment of \$ 200 for each unit in a multi-family housing development. This one time fee shall be a CIAC paid by the developer/builder for the installation of all plant, facilities, and equipment needed to construct the Basic Service plan to the new multi-family project.
  - 2. The developer/builder will pay a CIAC contribution for 100% of the cost differential associated with any premium services requested and said payment will be grossed up for taxes. The developer/builder will pay the total grossed-up amount.

The CIAC shall be paid in a lump sum to the Company prior to the company's construction for any phase of a development, and shall not be subject to repayment. Upon payment of the flat fee, installation of the electric infrastructure shall occur promptly by the Company.

- C. Multi-Family Residential Housing Developments which are master metered shall not be subject to Multi-Family Residential Housing CIAC fee, but shall be assessed for the cost of extensions and connections in accordance with GS Line Extension charges.
- The Company's actual cost of extending "Local Facilities" to serve new single-family residences not in н a development will be recovered in the following manner:
  - A. Customers served by the "Local Facilities" will pay the Company:
    - 1. The customer shall make a one-time flat fee CIAC of \$500 for the installation of all plant. facilities, and equipment needed to construct the basic service plan whose cost are not greater than \$5,000. The flat fee will be paid in a lump sum to the Company prior to the Company's construction and shall not be subject to repayment.
    - 2. Any Line Extension request whose basic service plan cost exceeds \$5,000, the customer shall pay an additional up front payment equal to the total Basic Service Plan cost minus \$5,000.

(Continued on Sheet No. 3-22)

Filed pursuant to Order dated \_\_\_\_\_\_ in Case No. \_\_\_\_\_

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#### TERMS AND CONDITIONS OF SERVICE

- 3. In addition the customer will pay 100% of the cost differential associated with any premium services requested.
- 4. Any party who, because the party requested an extension of line facilities, paid the Company a CIAC for cost in excess of \$5,000 will be entitled to a refund of a portion of the CIAC for cost in excess of \$5,000 in accordance with the following:

If a new additional customer, within 4 years of the CIAC having been paid, utilizes the "Local Facilities" for which the CIAC had been paid, the party who paid the CIAC will be entitled to a refund which represents a pro-rata portion of the original CIAC calculated to equitably share the CIAC responsibility for those facilities used in service by both the new additional and original customer.

- 5. The appropriate share and appropriate refund will be determined by taking into account the cost of the line extension, the total and relative uses of the line extension by all customers being served from it, and the cost to the Company of owning and operating the line extension.
- Under no circumstances will Premium Service Cost payments be subject to refund.

IV. The Company will defer a carrying charge at the rate of 18.97% per year calculated as follows:

Actual Cost of Local Facilities Minus: Net of Tax CIAC Payments

Minus. Net of Tax CIAC Payments

Equals: Amount to Which Carrying Charge is Applied

The deferred carrying charges will be recorded as a regulatory asset for recovery beginning in January, 2011.

<u>Other</u>

The following items listed apply to all Line Extensions and the Company's estimate of the customer's upfront payment to the Company as a contribution to offset the Company's estimated Construction Cost to serve the customer.

- 1) All Line Extensions shall be the property of and shall be operated and maintained by the Company.
- 2) The Company shall have the right to use any Line Extension in furnishing service to any applicant located adjacent to such Line Extension and the further right to construct other extensions from the distribution facilities so constructed.

(Continued on Sheet No. 3-23)

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

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### TERMS AND CONDITIONS OF SERVICE

# Other (Cont'd)

- 3) Line extension cost estimates should not include costs normally incurred by the utility to maintain, protect or upgrade its distribution system. System improvement cost required for the general distribution system that serves multiple customers, which are driven by the customer's load addition should not be factored into the Line Extension cost estimate.
- 4) Costs incurred by the Company for tree removal and/or trimming are considered as excess cost and are subject to inclusion as Premium cost.
- 5) Costs incurred by the Company for right-of-way are considered as excess cost and are subject to inclusion as Premium cost.
- 6) New service requests for capacity above 5 MVA will be served from the company's transmission system, unless the company deems it reasonable and prudent to serve the customer from an available distribution system.
- 7) Multi-phasing as part of a Line Extension is an excess cost, unless the Company determines that the multi-phasing is a required improvement benefiting the Company's operation of the general distribution system.
- The company shall not be required to install Line Extension or Backbone facilities using rear lot line construction. The Company may elect, however, to use rear lot line construction at no additional cost to the customer.
- 9) Any portion of a CIAC payment which may become subject to refund due to the provisions contained in this section shall be made upon the customer's request. It shall be the customer's responsibility to maintain sufficient records of CIAC payments made and initiate a written request for refund. The Company shall assume no obligation to initiate a refund unless it has received a written request from the customer.

Filed pursuant to Order dated \_\_\_\_\_ in Case No.

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### Minimum Requirements for Distribution System Interconnection

#### Applicability

This schedule is applicable to any customer with cogeneration, small power production facilities, and/or other on-site facilities producing electrical energy who wishes to operate such facilities in parallel with the Company's distribution system at voltages up to 35 kV. This schedule is not applicable to the interconnection and parallel operation of facilities which the Federal Energy Regulatory Commission has determined to be subject to its jurisdiction. A customer who has a facility that does not qualify for simplified interconnection pursuant to the Technical Requirements for Interconnection and Parallel Operation of Distributed Generation (Technical Requirements), incorporated herein by reference, may negotiate a separate interconnection agreement with the Company and the terms and conditions of this schedule shall apply to such customers to the extent that the negotiated interconnection agreement does not conflict with this schedule.

#### Purpose

The purpose of this schedule is to implement Ohio Revised Code Section 4928.11, which calls for uniform interconnection standards that are not unduly burdensome or expensive and also ensure safety and reliability, to the extent governing authority is not preempted by federal law. This schedule states the terms and conditions that govern the interconnection and parallel operation of a customer's facility with the Company's distribution system.

#### Customer Request For Interconnection

Any customer seeking to physically connect facilities to the Company's distribution system, which facilities may be used in parallel operation with the Company's distribution system, shall file an interconnection application and sign an interconnection agreement with the Company. For facilities for which the referenced Technical Requirements are applicable, the customer and Company shall execute a simplified interconnection agreement. For all other facilities, the customer and the Company shall execute an interconnection agreement which may be different from the simplified agreement, but which shall conform with the provisions of this schedule, to the extent applicable. Copies of all applicable forms and the Company's Technical Requirements are available upon request.

To the extent possible, interconnection to the Company's distribution system shall take place within the following time frames:

1. Where no construction is required by the Company and the facility qualifies for simplified interconnection pursuant to the screening process contained in the Technical Requirements, interconnection shall be permitted within four weeks of the Company's receipt of a completed interconnection application in compliance with the terms and conditions of this schedule. Prior to actual interconnection, the customer must execute the interconnection agreement.

(Continued on Sheet No. 6-2)

Filed pursuant to Order dated \_\_\_\_\_\_ in Case No.

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Effective: Cycle 1 January 2009

### Minimum Requirements for Distribution System Interconnection

Customer Request For Interconnection (Cont'd)

- 2. Where construction or system upgrades of the Company's distribution system are required, the Company shall provide the customer, in a timely fashion, an estimate of the schedule and the customer's cost for the construction or upgrades. If the customer desires to proceed with the construction or upgrades, the customer and the Company shall enter into a contract. The contract shall contain a construction schedule listing target commencement and completion dates, and an estimate of the customer's costs for construction or upgrades. Assuming the customer is ready, the interconnection shall take place no later than two weeks following the completion of such construction or upgrades. The Company shall employ best reasonable efforts to complete such system construction or upgrades in the shortest time reasonably practical.
  - 3. All interconnection applications shall be processed by the Company in a nondiscriminatory manner. The Company shall promptly provide the customer a written notice of the Company's receipt of the application. The Company will endeavor to place such notice in the U.S. Mail within three business days after the application has been received by the Company's personnel designated on the application form. The Company shall provide the customer with a copy of the screening process and a target date for processing the application. If the application is viewed as incomplete, the Company must provide a written notice within 10 days of receipt of the application by the Company's personnel designated on the application form that the application is not complete together with a description of the information needed to complete the application and a statement that processing of the application cannot begin until the information is received. The Company's target date shall permit interconnection in a timely manner pursuant to the requirements of O.A.C. § 4901:1-22-04(C). Interconnection applications will be processed in the order that they are received. It is recognized that certain interconnection applications may require minor modifications while they are being reviewed by the Company. Such minor modifications to a pending application shall not require that it be considered incomplete and treated as a new or separate application. Minor modifications would not include at least the following: changes in facility size or location; any change requiring a new impact study; or any other substantive change.
- 4. If the Company determines that it cannot connect the customer's facility within the time frames required by O.A.C. § 4901:1-22-04(C), the Company will notify the customer in writing of that fact as soon as possible. The notification will identify the reason or reasons the interconnection could not be completed within the time frames stated in O.A.C. § 4901:1-22-04(C), and provide an estimated date for completion. This section shall not limit the rights of a customer for relief under Ohio Revised Code Chapter 4905.

(Continued on Sheet No. 6-3)

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#### Minimum Requirements for Distribution System Interconnection

#### **Technical Requirements**

The Company shall maintain a copy of the Technical Requirements at its business office such that the Technical Requirements are readily available to the public. The Company shall provide the Commission Staff with a copy of the Technical Requirements. Standards adopted by IEEE shall supersede the applicable provisions of the Company's Technical Requirements effective the date that IEEE adopts such standards. However, any interconnection made or initiated prior to the adoption of any national standard promulgated by IEEE shall not be subject to that standard. Regarding any IEEE minimum standard, or any guideline that the IEEE may promulgate, the Company may amend the Technical Requirements to the minimum extent required to address unique local conditions, and shall provide such amendments to the Staff and make such amendments available to customers. All Technical Requirements, including superseding standards adopted by IEEE, are incorporated herein by reference.

#### Metering

Any metering installation, testing, or recalibration required by the installation of the customer's generation facilities shall be provided consistent with the Electric Service and Safety Standards pursuant to Ohio Revised Code Chapter 4928, and specifically O.A.C. § 4901:1-10-05 (Metering) and, as applicable, § 4901:1-10-28 (C) (Net Metering).

#### Liability Insurance

Prior to interconnection with the Company, the customer must provide the Company with proof of insurance or other suitable financial instrument sufficient to meet its construction, operating and liability responsibilities pursuant to this schedule. At no time shall the Company require that the applicant negotiate any policy or renew any policy covering any liability through a particular insurance company, agent, solicitor, or broker. The Company's receipt of evidence of liability insurance does not imply an endorsement of the terms and conditions of the coverage.

#### System Impact and Facilities Studies

For those facilities that do not qualify for simplified interconnection pursuant to the screening process included in the Technical Requirements, the Company may require a supplemental review, service study, coordination study, facilities study or Company system impact study prior to interconnection. In instances where such studies are required, the scope of such studies shall be based on the characteristics of the particular generation facility to be interconnected and the Company's system at the specific proposed location. By agreement between the Company and the customer, studies related to interconnection of the generation facility may be conducted by a qualified third party. The cost of an impact facilities study performed by the Company shall be included in the costs set forth in the Interconnection Fees section of this schedule. The Company shall provide the customer with a target date for completion of any required system impact or facilities study. Any such study conducted by the Company shall be shared with the customer.

(Continued on Sheet No. 6-4)

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### Minimum Requirements for Distribution System Interconnection

#### Interconnection Fees

The Company shall not charge any fees for interconnection other than those authorized by this schedule.

The Company shall charge each customer that applies for interconnection service a nonrefundable application fee of \$100.00 for single phase installations up to 25 kW and \$500.00 for single phase installations, payable at the time the application is submitted.

Where a system impact study is required to determine the feasibility and cost of safely connecting the customer's generation facilities to the Company's distribution system, the customer shall deposit with the Company an amount as follows:

Installation Type	Deposit (\$)
Single phase installation up to 25 kW*	500
Single phase installation – 26 kW to 100 kW and three phase installation up to 100 kW*	1,000
Single phase and three phase installation – 101 kW to 500 kW*	3,000
Single phase and three phase installation greater than 500 kW*	5,000

\*Based on total rated generating capacity.

Such deposit shall be paid in advance and apply to each installation at the Company's distribution voltages up to 35 kV.

The Company shall apply the deposit to the Company's actual costs, including applicable taxes, to perform the system impact study associated with the interconnection. If such costs are greater than the amount of the deposit, the customer shall pay such additional costs to the Company. If such costs are less than the amount of the deposit the Company shall refund the balance of the deposit to the customer.

#### Additional Fees

The customer is responsible for all equipment and installation costs of the customer's facility.

The Company may require an inspection of the inverter settings of a static inverter-connected generator with capacity in excess of 10 KW prior to interconnection. The customer shall pay a charge of \$115.00 for each inspection.

(Continued on Sheet No. 6-5)

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

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#### Minimum Requirements for Distribution System Interconnection

### Additional Fees (Cont'd)

The Company may require an inspection of the protective equipment settings of a non-static inverter-connected generator prior to interconnection. The customer shall pay a charge of \$115.00 for each inspection.

The customer shall pay any additional charges, as determined by the Company, for equipment, labor, metering, testing or inspections requested by the customer.

#### Construction or Upgrade Fees

If the interconnection requires construction or an upgrade of the Company's system which, save for the generation facility would not be required, the Company will assess the customer the actual cost including applicable taxes of such construction or upgrade. Payment terms for such construction or upgrade will be agreed to and specified in the construction contract. The Company and the customer may negotiate for alternatives in order to reduce any costs or taxes applicable thereto.

#### Resolution of Disputes

The Company or the customer who is a non-mercantile, non-residential customer may seek resolution of any disputes which may arise out of this schedule, including the interconnection and the referenced Technical Requirements in accordance with the Commission's Rules for Alternative Dispute Resolution.

#### Special Terms and Conditions of Service

This schedule is subject to the Company's Terms and Conditions of Service and all provisions of the standard service schedule under which the customer takes service. If applicable, the customer shall also take the appropriate service under the provisions of Schedule COGEN/SPP, Schedule SBS and/or Schedule NEMS.

Filed pursuant to Order dated \_\_\_\_\_\_ in Case No.

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### SCHEDULE RS (Residential Service)

### Availability of Service

Available for residential service through one meter to individual residential customers. This schedule shall remain in effect through the last billing cycle of December 20082009.

Monthly Rate (Schedule Codes 001, 003, 004, 005, 007, 008, 015, 017, 022, 038, 062)

	Generation	Distribution	Total
Customer Charge (\$)	-	4.00	4.00
		<u>4.07</u>	<u>4.07</u>
Energy Charge (¢ per KWH):			-
For the first 800 KWH used per month	4.34698	2.43144	6.77842
	<u>2.74757</u>	<u>2.50959</u>	<u>5.25716</u>
For all KWH over 800 used per month	3.94762	1.75670	5.70432
	2.27019	<u>1.82354</u>	<u>4.09373</u>

#### Storage Water Heating Provision

Availability of this provision is limited to those customers served under this provision as of December 31, 2000.

If the customer installs a Company approved storage water heating system which consumes electrical energy only during off-peak hours as specified by the Company and stores hot water for use during on-peak hours, the following shall apply:

- (a) For minimum capacity of 80 gallons, the last 250 KWH of use in any month shall be billed at the storage water heating energy charge (Schedule Code 012).
- (b) For minimum capacity of 100 gallons, the last 350 KWH of use in any month shall be billed at the storage water heating energy charge. (Schedule Code 013)
- (c) For minimum capacity of 120 gallons or greater, the last 450 KWH of use in any month shall be billed at the storage water heating energy charge. (Schedule Code 014)

	Generation	Distribution	Total
Storage Water Heating Energy Charge			
(¢ per KWH)	<del>3.03435</del>		3.03435
·	<u>1.17849</u>	<u>0.03740</u>	<u>1.21589</u>

These provisions, however, shall in no event apply to the first 200 KWH used in any month, which shall be billed in accordance with the Monthly Rate as set forth above.

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

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### SCHEDULE RS (Residential Service)

For the purpose of this provision, the on-peak billing period is defined as 7 a.m. to 9 p.m. local time for all weekdays, Monday through Friday. The off-peak billing period is defined as 9 p.m. to 7 a.m. for all weekdays, all hours of the day on Saturdays and Sundays, and the legal holidays of New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

(Continued on Sheet No. 10-2)

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### SCHEDULE RS (Residential Service)

#### Storage Water Heating Provision (Cont'd)

The Company reserves the right to inspect at all reasonable times the storage water heating system and devices which qualify the residence for service under the Storage Water Heating Provision, and to ascertain by any reasonable means that the time-differentiated load characteristics of such devices meet the Company's specifications. If the Company finds that, in its sole judgment, the availability conditions of this provision are being violated, it may discontinue billing the customer under this provision and commence billing under the standard monthly rate.

### Load Management Water Heating Provision (Schedule Code 011)

Availability of this provision is limited to those customers served under this provision as of December 31, 2000.

For residential customers who install a Company approved load management water heating system which consumes electrical energy primarily during off-peak hours specified by the Company and stores hot water for use during on-peak hours, of minimum capacity of 80 gallons, the last 250 KWH of use in any month shall be billed at the load management water heating energy charge.

	Generation	Distribution	Total
Load Management Water Heating Energy			
Charge (¢ per KWH)	3.03435		<del>3.03435</del>
	1.17849	<u>0.03740</u>	<u>1.21589</u>

This provision, however, shall in no event apply to the first 200 KWH used in any month, which shall be billed in accordance with the "Monthly Rate" as set forth above.

For the purpose of this provision, the on-peak billing period is defined as 7 a.m. to 9 p.m. local time for all weekdays, Monday through Friday. The off-peak billing period is defined as 9 p.m. to 7 a.m. for all weekdays, all hours of the day on Saturdays and Sundays, and the legal holidays of New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The Company reserves the right to inspect at all reasonable times the load management storage water heating system and devices which qualify the residence for service under the Load Management Water Heating Provision, and to ascertain by any reasonable means that the time-differentiated load characteristics of such devices meet the Company's specifications. If the Company finds that, in its sole judgment, the availability conditions of this provision are being violated, it may discontinue billing the customer under this provision and commence billing under the standard monthly rate.

#### Minimum Charge

The minimum monthly charge under this schedule shall be the sum of the customer charge and all applicable riders.

(Continued on Sheet No. 10-3)

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### SCHEDULE RS (Residential Service)

#### Payment

Bills are due and payable in full by mail, checkless payment plan, electronic payment plan or at an authorized payment agent of the Company within 15 days after the mailing of the bill.

#### Applicable Riders

Monthly Charges computed under this schedule shall be adjusted in accordance with the following applicable riders:

Rider	Sheet No.
Universal Service Fund Rider	60-1
Advanced Energy Efficiency Fund Rider	61-1
KWH Tax Rider	62-1
Provider of Last Resort Charge Rider	69-1
Transmission Cost Recovery Rider	75-1
Fuel Adjustment Clause Rider	80-1
Energy Efficiency and Peak Demand Reduction Cost Recovery Rider	<u>81-1</u>
Economic Development Cost Recovery Rider	82-1

#### Term of Contract

A written agreement may, at the Company's option, be required.

#### Special Terms and Conditions

This schedule is subject to the Company's Terms and Conditions of Service.

This schedule is available to customers engaged in agricultural enterprises where service is taken through 1 meter for that customer's primary residence, and not more than 100 KW of connected electrical load is outside the residence. This schedule is not extended to operations of a commercial nature or operations such as processing, preparing, or distributing products not raised or produced on the farm, unless such operation is incidental to the usual residential and farm uses.

This schedule is intended for single-phase service. Where the residential customer requests 3phase service, this schedule will apply if the customer pays to the Company the difference between constructing single-phase and 3-phase service. Where motors or heating equipment are used for commercial or industrial purposes, the applicable general service schedule will apply to such service.

Customers with cogeneration and/or small power production facilities which qualify under Section 210 of the Public Utility Regulatory Policies Act of 1978 shall take service under Schedule COGEN/SPP, Schedule NEMS, or by special agreement with the Company. All other customers having sources of electrical energy supply other than the Company shall take service under Schedule SBS or Schedule NEMS.

Filed	pursuant to Order date	d in Case No	

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Issued by Joseph Hamrock, President AEP Ohio

### SCHEDULE RS-ES (Residential Energy Storage)

#### Availability of Service

Available to residential customers who use energy storage devices with time-differentiated load characteristics approved by the Company, such as electric thermal storage space heating and/or cooling systems and water heaters which consume electrical energy only during off-peak hours specified by the Company and store energy for use during on-peak hours. This schedule shall remain in effect through the last billing cycle of December 20082009.

Households eligible to be served under this schedule shall be metered through 1 single-phase multiple-register meter capable of measuring electrical energy consumption during the on-peak and off-peak billing periods.

Monthly Rate (Schedule Code 032)

	Generation	Distribution	Total
Customer Charge (\$)		8.00	8.00
•		8.14	<u>8.14</u>
Energy Charge (¢ per KWH):			
For all KWH used during the on-peak			
Billing period	5.70330	4.99069	10.69369
	4.36888	<u>5.11172</u>	<u>9.48060</u>
For all KWH used during the off-peak			
Billing period	3.03435		3.03435
	1,17849	0.03740	1.21589

#### On-Peak and Off-Peak Hours

For the purpose of this schedule, the on-peak billing period is defined as 7 a.m. to 9 p.m. local time for all weekdays, Monday through Friday. The off-peak billing period is defined as 9 p.m. to 7 a.m. for all weekdays, all hours of the day on Saturdays and Sundays, and the legal holidays of New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

#### Conservation and Load Management Credit

For the combination of an approved electric thermal storage space heating and/or cooling system and water heater, all of which are designed to consume electrical energy only during the off-peak billing period as previously described in this schedule, each residence will be credited the conservation and load management energy credit for all KWH used during the off-peak billing period, for a total of 60 monthly billing periods following the installation and use of these devices in such residence. the conservation and load management credit is applicable only to customers receiving such credit prior to March 23, 1995.

	Generation	Distribution	Total
Conservation and Load Management			
Energy Credit (¢ per KWH)	1.31447	- 1	1.31447
	<u>1.65265</u>	<u>-0.03740</u>	<u>1.61525</u>

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# SCHEDULE RS-ES (Residential Energy Storage)

(Continued on Sheet No. 11-2)

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

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# SCHEDULE RS-ES (Residential Energy Storage)

#### Minimum Charge

The minimum monthly charge under this schedule shall be the sum of the customer charge and all applicable riders.

#### Separate Metering

Customers shall have the option of receiving service under Schedule RS for their general-use load by separately wiring such load to a standard residential meter. The distribution service charge for the separate meter shall be \$1.101.12 per customer per month.

### Payment [Variable]

Bills are due and payable in full by mail, checkless payment plan, electronic payment plan or at an authorized payment agent of the Company within 15 days after the mailing of the bill.

#### Applicable Riders

Monthly Charges computed under this schedule shall be adjusted in accordance with the following applicable riders:

Rider	Sheet No.
Universal Service Fund Rider	60-1
Advanced Energy Efficiency Fund Rider	61-1
KWH Tax Rider	62-1
Provider of Last Resort Charge Rider	69-1
Transmission Cost Recovery Rider	75-1
Fuel Adjustment Clause Rider	80-1
Energy Efficiency and Peak Demand Reduction Cost Recovery Rider	<u>81-1</u>
Economic Development Cost Recovery Rider	<u>82-1</u>

### Term of Contract

A written agreement may, at the Company's option, be required.

#### Special Terms and Conditions

This schedule is subject to the Company's Terms and Conditions of Service.

The Company reserves the right to inspect at all reasonable times the energy storage devices which qualify the residence for service and for conservation and load management credits under this schedule, and to ascertain by any reasonable means that the time-differentiated load characteristics of such devices meet the Company's specifications. If the Company finds that, in its sole judgment, the availability conditions of this schedule are being violated, it may discontinue billing the customer under this schedule and commence billing under the appropriate residential service schedule.

(Continued on Sheet No. 11-3)

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# SCHEDULE RS-ES (Residential Energy Storage)

#### Special Terms and Conditions (Cont'd)

This schedule is available to customers engaged in agricultural enterprises where service is taken through 1 meter for that customer's primary residence, and not more than 100 KW of connected electrical load is outside the residence. This schedule is not extended to operations of a commercial nature or operations such as processing, preparing, or distributing products not raised or produced on the farm, unless such operation is incidental to the usual residential and farm uses.

This schedule is intended for single-phase service. Where the residential customer requests 3phase service, this schedule will apply if the customer pays to the Company the difference between constructing single-phase and 3-phase service. Where motors or heating equipment are used for commercial or industrial purposes, the applicable general service schedule will apply to such service.

Customers with cogeneration and/or small power production facilities which qualify under Section 210 of the Public Utility Regulatory Policies Act of 1978 shall take service under Schedule COGEN/SPP, Schedule NEMS, or by special agreement with the Company. All other customers having sources of electrical energy supply other than the Company shall take service under Schedule SBS or Schedule NEMS.

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### SCHEDULE RS-TOD (Residential Time-of-Day Service)

#### Availability of Service

Available for residential service through one single-phase multiple-register meter capable of measuring electrical energy consumption during the on-peak and off-peak billing periods to individual residential customers. Availability is limited to the first 1,000 customers applying for service under this schedule. This schedule shall remain in effect through the last billing cycle of December 20082009.

#### Monthly Rate (Schedule Codes 030, 034)

	Generation	Distribution	Total
Customer Charge (\$)	-	8.00 <u>8.14</u>	8.00 <u>8.14</u>
Energy Charge (¢ per KWH):			
For all KWH used during the on-peak			
billing period	<del>5.70330</del>	4.99069	10.69399
	4.36888	<u>5.11172</u>	<u>9.48060</u>
For all KWH used during the off-peak			
billing period	3.03435	-	<del>3.03435</del>
· · ·	<u>1.17849</u>	<u>0.03740</u>	<u>1.21589</u>

#### On-Peak and Off-Peak Hours

For the purpose of this schedule, the on-peak billing period is defined as 7 a.m. to 9 p.m. local time for all weekdays, Monday through Friday. The off-peak billing period is defined as 9 p.m. to 7 a.m. for all weekdays, all hours of the day on Saturdays and Sundays, and the legal holidays of New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

#### Minimum Charge

The minimum monthly charge under this schedule shall be the sum of the customer charge and all applicable riders.

#### Payment

Bills are due and payable in full by mail, checkless payment plan, electronic payment plan or at an authorized payment agent of the Company within 15 days after the mailing of the bill.

#### Applicable Riders

Monthly Charges computed under this schedule shall be adjusted in accordance with the following applicable riders:

	(Continued on Sheet No. 12-2)
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## SCHEDULE RS-TOD (Residential Time-of-Day Service)

Applicable Riders (Cont'd)

Rider	Sheet No.
Universal Service Fund Rider	60-1
Advanced Energy Efficiency Fund Rider	61-1
KWH Tax Rider	62-1
Provider of Last Resort Charge Rider	69-1
Transmission Cost Recovery Rider	75-1
Fuel Adjustment Clause Rider	<u>80-1</u>
Energy Efficiency and Peak Demand Reduction Cost Recovery Rider	<u>81-1</u>
Economic Development Cost Recovery Rider	<u>82-1</u>

#### Term of Contract

A written agreement may, at the Company's option, be required.

#### Special Terms and Conditions

This schedule is subject to the Company's Terms and Conditions of Service.

This schedule is available to customers engaged in agricultural enterprises where service is taken through 1 meter for that customer's primary residence, and not more than 100 KW of connected electrical load is outside the residence. This schedule is not extended to operations of a commercial nature or operations such as processing, preparing, or distributing products not raised or produced on the farm, unless such operation is incidental to the usual residential and farm uses.

This schedule is intended for single-phase service. Where the residential customer requests 3phase service, this schedule will apply if the customer pays to the Company the difference between constructing single-phase and 3-phase service. Where motors or heating equipment are used for commercial or industrial purposes, the applicable general service schedule will apply to such service.

Customers with cogeneration and/or small power production facilities which qualify under Section 210 of the Public Utility Regulatory Policies Act of 1978 shall take service under Schedule COGEN/SPP, Schedule NEMS, or by special agreement with the Company. All other customers having sources of electrical energy supply other than the Company shall take service under Schedule SBS or Schedule NEMS.

Filed pursuant to Order dated \_\_\_\_\_\_ in Case No. \_\_\_\_\_

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## SCHEDULE RDMS (Residential Demand Metered Service)

#### Availability of Service

This schedule is available, subject to the availability of appropriate metering facilities and reasonable installation schedules, for full residential single-phase electric service through one delivery point to individual residential customers whose residences have permanently installed electric space heating devices which supply over 70 percent of the space heating requirements of the residence. This schedule shall remain in effect through the last billing cycle of December 20082009.

This schedule provides an incentive for electric heating customers to utilize electric service in a manner that minimizes the rate of use during the Company's on-peak billing period.

A customer selecting this schedule shall agree to be served thereunder for an initial period of 12 months and to pay to the Company in 9 monthly installments of \$25 each, the sum of \$225 toward the distribution cost of purchasing and installing the special metering required. All metering equipment shall remain the property of the Company, which shall be responsible for its installation, operation, maintenance, testing, replacement and removal. A customer served hereunder who moves from one residence to another residence served by the Company and selects this schedule at the second residence shall not be required to pay again for the metering.

	Generation	Distribution	Total
Customer Charge (\$)	-	10.50	<del>10.50</del>
		10.67	<u>10.67</u>
Energy Charge (¢ per KWH):			
For all those KWH used during the month in excess of 400 times the monthly billing demand	<del>3.70597</del> 1.98132	0.03740	<del>3.70597</del> 2.01872
For those KWH used during the on-peak billing period:	<u>1.96 (92</u>	0.03/40	2.01012
For the first 500 KWH	4.12665 2.48419	<del>3.15321</del> 3.24345	7.27986 5.72764
For all over 500 KWH	2.48419 3.58875 1.84119	3.24343 2.52634 2.60608	6.11509 4.44727
For all additional KWH used during the month	2.49723 0.53642	1.25428 1.31270	3.75151 1.84912

Monthly Rate (Schedule Code 019)

#### On-Peak and Off-Peak Hours

For the purpose of this schedule, the on-peak billing period is defined as 7 a.m. to 9 p.m. local time for all weekdays, Monday through Friday. The off-peak billing period is defined as 9 p.m. to 7 a.m. for all weekdays, all hours of the day on Saturdays and Sundays, and the legal holidays of New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

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## SCHEDULE RDMS (Residential Demand Metered Service)

## Minimum Charge

The minimum monthly charge under this schedule shall be the sum of the customer charge and all applicable riders.

(Continued on Sheet No. 13-2)

Filed pursuant to Order dated \_\_\_\_\_\_ in Case No. \_\_\_\_

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## SCHEDULE RDMS (Residential Demand Metered Service)

## Monthly Billing Demand

Monthly billing demand is the number of kilowatts determined by dividing the number of kilowatthours used during the on-peak period in the month by the number of hours in such period.

## Payment

Bills are due and payable in full by mail, checkless payment plan, electronic payment plan or at an authorized payment agent of the Company within 15 days after the mailing of the bill.

#### Applicable Riders

Monthly Charges computed under this schedule shall be adjusted in accordance with the following applicable riders:

Rider	Sheet No.
Universal Service Fund Rider	60-1
Advanced Energy Efficiency Fund Rider	61-1
KWH Tax Rider	62-1
Provider of Last Resort Charge Rider	69-1
Transmission Cost Recovery Rider	75-1
Fuel Adjustment Clause Rider	80-1
Energy Efficiency and Peak Demand Reduction	<u>81-1</u>
Cost Recovery Rider	· ·
Economic Development Cost Recovery Rider	<u> </u>

#### Term of Contract

A written agreement may, at the Company's option, be required.

## Special Terms and Conditions

This schedule is subject to the Company's Terms and Conditions of Service.

This schedule is available to customers engaged in agricultural enterprises where service is taken through 1 meter for that customer's primary residence, and not more than 100 KW of connected electrical load is outside the residence. This schedule is not extended to operations of a commercial nature or operations such as processing, preparing, or distributing products not raised or produced on the farm, unless such operation is incidental to the usual residential and farm uses.

(Continued on Sheet No. 13-3)

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## SCHEDULE RDMS (Residential Demand Metered Service)

## Special Terms and Conditions (Cont'd)

This schedule is intended for single-phase service. Where the residential customer requests 3phase service, this schedule will apply if the customer pays to the Company the difference between constructing single-phase and 3-phase service. Where motors or heating equipment are used for commercial or industrial purposes, the applicable general service schedule will apply to such service.

Customers with cogeneration and/or small power production facilities which qualify under Section 210 of the Public Utility Regulatory Policies Act of 1978 shall take service under Schedule COGEN/SPP, Schedule NEMS, or by special agreement with the Company. All other customers having sources of electrical energy supply other than the Company shall take service under Schedule SBS or Schedule NEMS.

Filed pursuant to Order dated \_\_\_\_\_ in Case No.

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## SCHEDULE GS-1 (General Service - Non-Demand Metered)

#### Availability of Service

Available for general service to customers with maximum demands less than 10 KW (excluding the demand served by the Energy Storage Provision). This schedule shall remain in effect through the last billing cycle of December 20082009.

Monthly Rate (Schedule Code 211)

	Generation	Distribution	Total
Customer Charge (\$)		13,80	<del>13.80</del>
		<u>14.03</u>	14.03
Energy Charge (¢ per KWH)	5.08003	0.25649	5.33652
	3.60746	<u>D.29819</u>	3.90565

## Minimum Charge

The minimum monthly charge under this schedule shall be the sum of the customer charge and all applicable riders.

#### Delayed Payment Charge

Bills are due and payable in full by mail, checkless payment plan, electronic payment plan or at an authorized payment agent of the Company within 21 days after the mailing of the bill. On accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

#### Applicable Riders

Monthly Charges computed under this schedule shall be adjusted in accordance with the following applicable riders:

Rider	Sheet No.
Universal Service Fund Rider	60-1
Advanced Energy Efficiency Fund Rider	61-1
KWH Tax Rider	62-1
Provider of Last Resort Charge Rider	69-1
Transmission Cost Recovery Rider	75-1
Fuel Adjustment Clause Rider	<u>80-1</u>
Energy Efficiency and Peak Demand Reduction	<u>81-1</u>
Cost Recovery Rider	
Economic Development Cost Recovery Rider	82-1

## Term of Contract

A written agreement may, at the Company's option, be required.

(Continued on Sheet No. 20-2)

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

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## SCHEDULE GS-1 (General Service - Non-Demand Metered)

#### Special Terms and Conditions

This schedule is subject to the Company's Terms and Conditions of Service.

Customers with cogeneration and/or small power production facilities which qualify under Section 210 of the Public Utility Regulatory Policies Act of 1978 shall take service under Schedule COGEN/SPP, Schedule NEMS, or by special agreement with the Company. All other customers having sources of electrical energy supply other than the Company shall take service under Schedule SBS or Schedule NEMS.

#### Energy Storage Provision

Available to customers who use energy storage devices with time-differentiated load characteristics approved by the Company, such as electric thermal storage space heating and/or cooling systems and water heaters which consume electrical energy only during off-peak hours specified by the Company and store energy for use during on-peak hours, and who desire to receive service under this provision for their total requirements. A time-of-day meter is required to take service under this provision.

Customers who desire to separately wire their energy storage load to a time-of-day meter and their general-use load to a standard meter shall receive service under the appropriate provisions of this schedule. The distribution service charge for the separate meter shall be \$1.101.12 per customer per month.

· · ·	Generation	Distribution	Totai
Energy Storage Customer Charge (\$)		15.80	<del>16.80</del>
		16.06	<u>16.06</u>
Energy Storage Energy Charge (¢ per KWH):			
For all KWH used during the on-peak			
Billing period	7.00869	0.51465	7.52334
	<u>5.91293</u>	0.56068	<u>6.47361</u>
For all KWH used during the off-peak			
Billing period	3.11937		3,11937
	<u>1.26373</u>	<u>0.03740</u>	<u>1.30113</u>

Monthly Rate (Schedule Code 225)

For the purpose of this provision, the on-peak billing period is defined as 7 a.m. to 9 p.m. local time for all weekdays, Monday through Friday. The off-peak billing period is defined as 9 p.m. to 7 a.m. for all weekdays, all hours of the day on Saturdays and Sundays, and the legal holidays of New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The Company reserves the right to inspect at all reasonable times the customer's energy storage devices which qualify for service under this provision, and to ascertain by any reasonable means that the time-differentiated load characteristics of such devices meet the Company's specifications. If the Company finds that, in its sole judgment, the availability conditions of this provision are being violated, it may discontinue billing the customer under this provision and commence billing under the appropriate general service schedule.

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SCHEDULE GS-1 (General Service - Non-Demand Metered)

(Continued on Sheet No. 20-3)

Filed pursuant to Order dated \_\_\_\_\_ in Case No. \_\_\_\_\_

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## SCHEDULE GS-1 (General Service - Non-Demand Metered)

## Optional Unmetered Service Provision

Available to customers who qualify for Schedule GS-1 and use the Company's service for commercial purposes consisting of small fixed electric loads such as traffic signals and signboards which can be served by a standard service drop from the Company's existing secondary distribution system. This service will be furnished at the option of the Company.

Each separate service delivery point shall be considered a contract location and shall be separately billed under the service contract.

The customer shall furnish switching equipment satisfactory to the Company. The customer shall notify the Company in advance of every change in connected load, and the Company reserves the right to inspect the customer's equipment at any time to verify the actual load. In the event of the customer's failure to notify the Company of an increase in load, the Company reserves the right to refuse to serve the contract location thereafter under this provision, and shall be entitled to bill the customer retroactively on the basis of the increased load for the full period such load was connected plus three months.

Calculated energy use per month shall be equal to the contract capacity specified at the contract location times the number of days in the billing period times the specified hours of operation. Such calculated energy shall then be billed as follows:

Monthly Rate (Schedule Code 213)

	Generation	Distribution	Total
Unmetered Service Customer Charge (\$)		7.70	7.70
		<u>7.83</u>	<u>7.83</u>
Unmetered Service Energy Charge (¢ per KWH)	5.08003	0.25649	6.33652
	<u>3.60746</u>	0.29819	<u>3.90565</u>

This provision is subject to the Terms and Conditions of Schedule GS-1.

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## SCHEDULE GS-2 (General Service - Low Load Factor)

## Availability of Service

Available for general service to customers with maximum demands greater than or equal to 10 KW but less than 8,000 KW (excluding the demand served by the Energy Storage Provision). This schedule shall remain in effect through the last billing cycle of December 20082009.

Schedule Codes		Generation	Distribution	Total
215, 218,	Secondary Voltage:	Generation	LABBIDULION	
231	Demand Charge (\$ per KW)		2.88	2.88
201	Demand Charge (4 her K44)	-	2.93	2.93
•••	Excess KVA Demand Charge		4.00	4.00
	(\$ per KVA)		4.07	4.07
	Off-Peak Excess Demand Charge	2.62		2.62
	(\$ per KW)	3.12		3.12
	Energy Charge (¢ per KWH)	4.77939		4.7793
		3.24506	0.03740	3,28246
	Customer Charge (\$)		24.00	24.00
			24.40	24,40
	Maximum Energy Charge			
	(¢ per KWH)	8.59208	<del>5,76000</del>	14.3520
		7.80265	5.89392	13.6965
217, 219,	Primary Voltage:			
232	Demand Charge (\$ per KW)		2.07	2.07
			2.11	2.11
	Excess KVA Demand Charge		4.00	4.00
	(\$ per KVA)	-	4.07	4.07
	Off-Peak Excess Demand Charge	1.89		1.89
	(\$ per KW)	2.26		2.26
	Energy Charge (¢ per KWH)	4.67263	<b>-</b> ·	4.6725
		3,20226	<u>0.03740</u>	3.23966
	Customer Charge (\$)		<del>100.00</del>	100.00
			<u>101.68</u>	<u>101.68</u>
	Maximum Energy Charge	<del>10.57701</del>	4.14000	14.7170
	(¢ per KWH)	10.26020	4.24677	14.5069
236, 237	Subtransmission Voltage:		·	
	Demand Charge (\$ per KW)		<del>1.68</del>	1.68
			<u>1.70</u>	1.70
	Excess KVA Demand Charge		4.00	4.00
· · · · · · · · · · · · · · · · · · ·	(\$ per KVA)		<u>4.07</u>	4.07
	Off-Peak Excess Demand Charge	<del>1.47</del>		1.47
· · · ·	(\$ per KW)	1.75		1.75
	Energy Charge (¢ per KWH)	4.60347		4.6034
	Customos Chores (*)	<u>3.17444</u>	0.03740	3.21184
	Customer Charge (\$)	· · ·	285.00	285.00
	Maximum Energy Charge	11,800.05	289.78	289.78
	(d per KWA)	11.60965	3,36000	14.9696
	(¢ per KWH)	<u>11.54943</u>	<u>3.45370</u>	15.003

(Continued on Sheet No. 21-2)

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## SCHEDULE GS-2 (General Service - Low Load Factor)

#### Monthly Rate (Cont'd)

Schedule Codes		Generation	Distribution	Totai
238, 239	Transmission Voltage:			
	Demand Charge (\$ per KW)		1.17	1.17
			1.19	1.19
	Excess KVA Demand Charge		4.00	4.00
	(\$ per KVA)		4.07	<u>4.07</u>
	Off-Peak Excess Demand Charge	0.77		0.77
	(\$ per KW)	0.92		0.92
	Energy Charge (¢ per KWH)	4.56625		4 56626
		3.12993	0.03740	3.16733
	Customer Charge (\$)		560-00	560.00
	- · · ·		<u>569.38</u>	569.38
	Maximum Energy Charge	12.90879	2.34000	15.2487
	(¢ per KWH)	13.10239	2.41661	15,5190

#### Minimum and Maximum Charge

Bills computed under the above rate are subject to the operation of Minimum and Maximum Charge provisions as follows:

- (a) Minimum Charge The sum of the customer charge, the product of the demand charge and the monthly billing demand, and all applicable riders.
- (b) Maximum Charge The sum of the customer charge, the product of the maximum energy charge and the metered energy, and all applicable riders. This provision shall not reduce the charge below the amount specified in the Minimum Charge provision above, (a).

#### Monthly Billing Demand

Energy supplied hereunder will be delivered through not more than 1 single-phase or 1 polyphase meter. Billing demand in KW shall be taken each month as the single highest 30-minute integrated peak in KW as registered during the month by a 30-minute integrating demand meter or indicator, or at the Company's option, as the highest registration of a thermal-type demand meter. For accounts over 100 KW, monthly billing demand established hereunder shall not be less than 60% of the greater of (a) the customer's contract capacity in excess of 100 KW, or (b) the customer's highest previously established monthly billing demand during the past 11 months in excess of 100 KW. In no event shall the monthly billing demand be less than 5 KW for any account.

If more than 50% of the customer's connected load is for electric space heating purposes, the minimum monthly billing demand for the billing months of June through October will be 25% of the greater of (a) the customer's contract capacity in excess of 100 KW, or (b) the customer's highest previously established monthly billing demand during the past 11 months in excess of 100 KW.

(Continued on Sheet No. 21-3)

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## SCHEDULE GS-2 (General Service - Low Load Factor)

#### Monthly Billing Demand (Cont'd)

For customers primarily engaged in seasonal agricultural related activities, the minimum monthly billing demand will be 25% of the greater of (a) the customer's contract capacity in excess of 100 KW, or (b) the customer's highest previously established monthly billing demand during the past 11 months in excess of 100 KW.

The Metered Voltage adjustment, as set forth below, shall not apply to the customer's minimum monthly billing demand.

#### Excess KVA Demand

The monthly KVA demand shall be determined by dividing the maximum metered KW demand by the average monthly power factor.

The excess KVA demand, if any shall be the amount by which the monthly KVA demand exceeds the greater of (a) 115% of the maximum metered KW demand or (b) 100 KVA.

#### Optional Time-of-Day Provision

Available to customers who operate primarily during the off-peak period (as set forth below) and request the installation of time-of-day metering in order to receive service under this provision. The customer shall be required to pay the necessary additional metering cost.

For the purpose of this provision, the monthly billing demand as defined above shall be determined during the on-peak period. The off-peak excess demand shall be the amount by which the demand created during the off-peak period exceeds the monthly billing demand.

For the purpose of this provision, the on-peak billing period is defined as 7 a.m. to 9 p.m. local time for all weekdays, Monday through Friday. The off-peak billing period is defined as 9 p.m. to 7 a.m. for all weekdays, all hours of the day on Saturdays and Sundays, and the legal holidays of New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

#### Metered Voltage Adjustment

The rates set forth in this schedule are based upon the delivery and measurement of energy at the same voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of the Company such compensation may be achieved through the use of loss compensating equipment, the use of formulas to calculate losses or the application of multipliers to the metered quantities. In such cases the metered KWH, KW and RKVAH values will be adjusted for billing purposes. If the Company elects to adjust KWH, KW and RKVAH based on multipliers, the adjustment shall be in accordance with the following:

(Continued on Sheet No. 21-4)

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## SCHEDULE GS-2 (General Service - Low Load Factor)

## Metered Voltage Adjustment(Cont'd)

- (a) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- (b) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

## Delayed Payment Charge

Bills are due and payable in full by mail, checkless payment plan, electronic payment plan or at an authorized payment agent of the Company within 21 days after the mailing of the bill. On accounts not so paid, an additional charge of 2% of the unpaid balance will be made.

## Applicable Riders

1

Monthly Charges computed under this schedule shall be adjusted in accordance with the following applicable riders:

Rider	Sheet No.	
Universal Service Fund Rider	60-1	
Advanced Energy Efficiency Fund Rider	61-1	
KWH Tax Rider	62-1	
Provider of Last Resort Charge Rider	69-1	
Transmission Cost Recovery Rider	75-1	
Fuel Adjustment Clause Rider	80-1	
Energy Efficiency and Peak Demand Reduction	<u>81-1</u>	
Cost Recovery Rider		
Economic Development Cost Recovery Rider	<u>82-1</u>	

## Term of Contract

For customers with annual average demands greater than 500 KW, contracts will be required for an initial period of not less than 1 year and shall remain in effect thereafter until either party shall give at least 6 months' written notice to the other of the intention to discontinue service under the terms of this schedule. For customers with demands less than 500 KW, a written agreement may, at the Company's option, be required.

A new initial contract period will not be required for existing customers who increase their contract requirements after the original initial period unless new or additional local facilities are required. The Company may, at its option, require a longer initial term of contract.

(Continued on Sheet No. 21-5)

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## SCHEDULE GS-2 (General Service - Low Load Factor)

#### Term of Contract (Cont'd)

The Company shall not be required to supply capacity in excess of that contracted for except by mutual agreement.

Notwithstanding any contractual requirement for longer than 90 days' notice to discontinue service, customers may elect to take service from a qualified CRES Provider, pursuant to the terms of the applicable Open Access Distribution Schedule, by providing 90 days' written notice to the Company. If upon completion of such 90-day notice period, the customer has not enrolled with a qualified CRES Provider, then the customer must continue to take service under the Company's standard service schedules for a period of not less than twelve (12) consecutive months.

## Special Terms and Conditions

This schedule is subject to the Company's Terms and Conditions of Service.

In the event the Company, in order to prevent voltage fluctuations or disturbances on its system, installs separate transformer or transformers to supply service to welders, X-ray machines, or other equipment having similar electrical operating characteristics, such service will be metered and billed separately from customer's other service. The minimum monthly charge for separate service to welders, X-ray machines, etc., will be the amount determined pursuant to the Minimum Charge section above, plus a distribution charge of \$0.510.52/KVA of installed transformer capacity.

Customers with cogeneration and/or small power production facilities which qualify under Section 210 of the Public Utility Regulatory Policies Act of 1978 shall take service under Schedule COGEN/SPP, Schedule NEMS, or by special agreement with the Company. All other customers having sources of electrical energy supply other than the Company shall take service under Schedule SBS or Schedule NEMS.

#### Energy Storage Provision

Available to customers who use energy storage devices with time-differentiated load characteristics approved by the Company, such as electric thermal storage space heating and/or cooling systems and water heaters which consume electrical energy only during off-peak hours specified by the Company and store energy for use during on-peak hours. Customers eligible to be served under this provision shall have the load management devices separately metered by a time-of-day meter.

	Generation	Distribution	Total
Energy Storage Additional Customer Charge (\$)	-	3.10	3.10
		<u>3.15</u>	<u>3.15</u>
Energy Storage Energy Charge (¢ per KWH):			
For all KWH used during the on-peak	<del>5.17542</del>	2.34388	<del>7.5</del> 1930
billing period	3.71847	2.42055	<u>6.13902</u>
For all KWH used during the off-peak	3.11726		3.11726
billing period	1.25819	0.03740	1.29559

Monthly Rate (Schedule Code 223)

(Continued on Sheet No. 21-6)

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## SCHEDULE GS-2 (General Service - Low Load Factor)

#### Energy Storage Provision (Cont'd)

For the purpose of this provision, the on-peak billing period is defined as 7 a.m. to 9 p.m. local time for all weekdays, Monday through Friday. The off-peak billing period is defined as 9 p.m. to 7 a.m. for all weekdays, all hours of the day on Saturdays and Sundays, and the legal holidays of New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The Company reserves the right to inspect at all reasonable times the customer's energy storage devices which qualify for service under this provision, and to ascertain by any reasonable means that the time-differentiated load characteristics of such devices meet the Company's specifications. If the Company finds that, in its sole judgment, the availability conditions of this provision are being violated, it may discontinue billing the customer under this provision and commence billing under the appropriate general service schedule.

#### Recreation Lighting Service

Available to customers for separately metered non-profit outdoor recreation facilities.

Monthly Rate (Schedule Code 214)

	Generation	Distribution	Total
Recreational Lighting Customer Charge (\$)	-	<del>18.05</del>	1 <del>8.05</del>
	· · ·	<u>18.35</u>	<u>18.35</u>
Recreational Lighting Energy Charge	4.66032	1.28074	5.94106
(¢ per KWH)	<u>3.10273</u>	<u>1.33960</u>	<u>4.44233</u>

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## SCHEDULE GS-TOD (General Service - Time-of-Day)

## Availability of Service

Available for general service customers with maximum demands less than 500 KW. Availability is limited to secondary service and the first 1,000 customers applying for service under this schedule. This schedule shall remain in effect through the last billing cycle of December 20082009.

#### Monthly Rate (Schedule Code 229)

	Generation	Distribution	Total
Customer Charge (\$)		24.25	24.25
		<u>24.65</u>	<u>24.65</u>
Energy Charge (¢ per KWH):			
For all KWH used during the on-peak	5.17542	2,34388	7.51930
Billing period	<u>3.71847</u>	2.42055	<u>6.13902</u>
For all KWH used during the off-peak	3.11726		3.11726
billing period	<u>1.25819</u>	<u>0.03740</u>	<u>1.29559</u>

#### On-Peak and Off-Peak Hours

For the purpose of this schedule, the on-peak billing period is defined as 7 a.m. to 9 p.m. local time for all weekdays, Monday through Friday. The off-peak billing period is defined as 9 p.m. to 7 a.m. for all weekdays, all hours of the day on Saturdays and Sundays, and the legal holidays of New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

#### Minimum Charge

The minimum monthly charge under this schedule shall be the sum of the customer charge and all applicable riders.

## Delayed Payment Charge

Bills are due and payable in full by mail, checkless payment plan, electronic payment plan or at an authorized payment agent of the Company within 21 days after the mailing of the bill. On accounts not so paid, an additional charge of 2% of the unpaid balance will be made.

#### Applicable Riders

Monthly Charges computed under this schedule shall be adjusted in accordance with the following applicable riders:

(Continued on Sheet No. 22-2)

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## SCHEDULE GS-TOD (General Service - Time-of-Day)

Applicable Riders (Cont'd)

Rider	Sheet No.
Universal Service Fund Rider	60-1
Advanced Energy Efficiency-Fund Rider	61-1
KWH Tax Rider	62-1
Provider of Last Resort Charge Rider	69-1
Transmission Cost Recovery Rider	75-1
Fuel Adjustment Clause Rider	80-1
Energy Efficiency and Peak Demand Reduction	<u>81-1</u>
Cost Recovery Rider	
Economic Development Cost Recovery Rider	82-1

## Term of Contract

A written agreement may, at the Company's option, be required.

Notwithstanding any contractual requirement for longer than 90 days' notice to discontinue service, customers may elect to take service from a qualified CRES Provider, pursuant to the terms of the applicable Open Access Distribution Schedule, by providing 90 days' written notice to the Company. If upon completion of such 90-day notice period, the customer has not enrolled with a qualified CRES Provider, then the customer must continue to take service under the Company's standard service schedules for a period of not less than twelve (12) consecutive months.

#### Special Terms and Conditions

This schedule is subject to the Company's Terms and Conditions of Service.

Customers with cogeneration and/or small power production facilities which qualify under Section 210 of the Public Utility Regulatory Policies Act of 1978 shall take service under Schedule COGENN/SPP, Schedule NEMS, or by special agreement with the Company. All other customers having sources of electrical energy supply other than the Company shall take service under Schedule SBS or Schedule NEMS.

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# General Service - Medium/High Load Factor)

## Availability of Service

Available for general service to customers with maximum demands greater than or equal to 10 KW but less than 8,000 KW (excluding the demand served by the Energy Storage Provision). This schedule shall remain in effect through the last billing cycle of December 20082009.

Schedule Codes	· · ·	Generation	Distribution	Total
240, 242,	Secondary Voltage:			10
250	Demand Charge (\$ per KW)	8.28	4.33	12.61
		9.89	4.40	14.29
	Excess KVA Demand Charge		4.00	4.00
	(\$ per KVA)		4.07	4.07
	Off-Peak Excess Demand Charge	2.62	-	2.62
	(\$ per KW)	3.12		3.12
	Energy Charge (¢ per KWH)	2.11867	-	2.11867
_		0.10548	0.03740	0.14288
	Customer Charge (\$)		24.00	24.00
			<u>24.40</u>	<u>24.40</u>
	Maximum Energy Charge	10.45860	4.33000	14.7886
	(¢ per KWH)	<u>10.07479</u>	4.43995	14.5147
244, 246,	Primary Voltage:			
254	Demand Charge (\$ per KW)	8.00	3.47	11,47
	·	<u>9.57</u>	<u>3.53</u>	<u>13.10</u>
	Excess KVA Demand Charge		4.00	4.00
	(\$ per KVA)		4.07	<u>4.07</u>
	Off-Peak Excess Demand Charge	1.89	- T	1.89
	(\$ per KW)	2.26		<u>2.26</u>
	Energy Charge (¢ per KWH)	2.10211	-	2 1021
		<u>0.17049</u>	0.03740	0.20789
	Customer Charge (\$)	-	100.00	100.00
			<u>101.68</u>	101.68
	Maximum Energy Charge	11.57344	3.47000	15.0434
	(¢ per KWH)	<u>11.49226</u>	3.56555	<u>15.0578</u>
248, 256	Subtransmission Voltage:			
	Demand Charge (\$ per KW)	7.77	3.07	10.84
		9.29	3.12	<u>12.41</u>
	Excess KVA Demand Charge		4.00	4.90
	(\$ per KVA)		4.07	4.07
	Off-Peak Excess Demand Charge	1.47	-	1,47
	(\$ per KW)	<u>1.75</u>	<u> </u>	<u>1.75</u>
	Energy Charge (¢ per KWH)	2.08754		2.08754
		0.20792	0.03740	0.2453
	Customer Charge (\$)		285.00	285.00
		1	289.78	<u>289.78</u>
	Maximum Energy Charge	<del>12.11259</del>	3.07000	45.1825
	(¢ per KWH)	<u>12.19159</u>	3.15884	15.3504

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## SCHEDULE GS-3 (General Service - Medium/High Load Factor)

245, 257	Transmission Voltage:			
·····	Demand Charge (\$ per KW)	7.64	2.61	10.15
		<u>9.13</u>	2.55	<u>11.68</u>
	Excess KVA Demand Charge		4.00	4.00
	_(\$ per KVA)		<u>4.07</u>	4.07
	Off-Peak Excess Demand Charge	0.77		0.77
	(\$ per KW)	0.92		<u>0.92</u>
	Energy Charge (¢ per KWH)	2.08007		1.94399
	<u>0.19899</u>	0.03740	0.23639	
	Customer Charge (\$)		560.00	560.00
		<b>\</b>	569.38	<u>569.38</u>
	Maximum Energy Charge	12.81075	2.51000	15.32075
	(¢ per KWH)	13.02615	2.58946	15.61561

(Continued on Sheet No. 23-2)

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## SCHEDULE GS-3 (General Service - Medium/High Load Factor)

#### Minimum and Maximum Charge

Bills computed under the above rate are subject to the operation of Minimum and Maximum Charge provisions as follows:

- (a) Minimum Charge The sum of the customer charge, the product of the demand charge and the monthly billing demand, and all applicable riders.
- (b) Maximum Charge The sum of the customer charge, the product of the maximum energy charge and the metered energy, and all applicable riders. This provision shall not reduce the charge below the amount specified in the Minimum Charge provision above, (a).

## Monthly Billing Demand

Energy supplied hereunder will be delivered through not more than 1 single-phase or 1 polyphase meter. Billing demand in KW shall be taken each month as the single highest 30-minute integrated peak in KW as registered during the month by a 30-minute integrating demand meter or indicator, or at the Company's option, as the highest registration of a thermal-type demand meter. For accounts over 100 KW, monthly billing demand established hereunder shall not be less than 60% of the greater of (a) the customer's contract capacity in excess of 100 KW, or (b) the customer's highest previously established monthly billing demand during the past 11 months in excess of 100 KW. In no event shall the monthly billing demand be less than 5 KW for any account.

If more than 50% of the customer's connected load is for electric space heating purposes, the minimum monthly billing demand for the billing months of June through October will be 25% of the greater of (a) the customer's contract capacity in excess of 100 KW, or (b) the customer's highest previously established monthly billing demand during the past 11 months in excess of 100 KW.

For customers primarily engaged in seasonal agricultural related activities, the minimum monthly billing demand will be 25% of the greater of (a) the customer's contract capacity in excess of 100 KW, or (b) the customer's highest previously established monthly billing demand during the past 11 months in excess of 100 KW.

The Metered Voltage adjustment, as set forth below, shall not apply to the customer's minimum monthly billing demand.

#### Excess KVA Demand

The monthly KVA demand shall be determined by dividing the maximum metered KW demand by the average monthly power factor.

The excess KVA demand, if any, shall be the amount by which the monthly KVA demand exceeds the greater of (a) 115% of the maximum metered KW demand or (b) 100 KVA.

(Continued on Sheet No. 23-3)

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## SCHEDULE GS-3 (General Service - Medium/High Load Factor)

#### Optional Time-of-Day Provision

Available to customers who operate primarily during the off-peak period (as set forth below) and request the installation of time-of-day metering in order to receive service under this provision. The customer shall be required to pay the necessary additional metering cost.

For the purpose of this provision, the monthly billing demand as defined above shall be determined during the on-peak period. The off-peak excess demand shall be the amount by which the demand created during the off-peak period exceeds the monthly billing demand.

For the purpose of this provision, the on-peak billing period is defined as 7 a.m. to 9 p.m. local time for all weekdays, Monday through Friday. The off-peak billing period is defined as 9 p.m. to 7 a.m. for all weekdays, all hours of the day on Saturdays and Sundays, and the legal holidays of New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

#### Metered Voltage Adjustment

The rates set forth in this schedule are based upon the delivery and measurement of energy at the same voltage, thus measurement will be made at or compensated to the delivery voltage. At the sole discretion of the Company such compensation may be achieved through the use of loss compensating equipment, the use of formulas to calculate losses or the application of multipliers to the metered quantities. In such cases the metered KWH, KW and RKVAH values will be adjusted for billing purposes. If the Company elects to adjust KWH, KW and RKVAH based on multipliers, the adjustment shall be in accordance with the following:

- (a) Measurements taken at the low-side of a customer-owned transformer will be multiplied by 1.01.
- (b) Measurements taken at the high-side of a Company-owned transformer will be multiplied by 0.98.

## Delayed Payment Charge

Bills are due and payable in full by mail, checkless payment plan, electronic payment plan or at an authorized payment agent of the Company within 21 days after the mailing of the bill. On accounts not so paid, an additional charge of 2% of the unpaid balance will be made.

(Continued on Sheet No. 23-4)

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