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BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

Application Not for an Increase in Rates
Pursuant to Section 4909.18 Revised Code

In the Matter of the Application of)
Columbus Southern Power Company)
and Ohio Power Company to Modify Their)
Line Extension and Certain Related Terms)
and Conditions of Service)

Case No. 09- 1003 -EL-ATA

1. APPLICANT RESPECTFULLY PROPOSES: (Check applicable proposals)
- | | |
|---|--|
| <input type="checkbox"/> New Service | <input checked="" type="checkbox"/> Change in Rule or Regulation |
| <input type="checkbox"/> New Classification | <input type="checkbox"/> Reduction in Rates |
| <input type="checkbox"/> Change in Classification | <input type="checkbox"/> Correction of Error |
| <input checked="" type="checkbox"/> Other, not involving increase in rates | |
| <input type="checkbox"/> Various related and unrelated textual revision, without change in intent | |

2. DESCRIPTION OF PROPOSAL:

This application is made pursuant to § 4909.18, Ohio Rev. Code, and is consistent with the Commission's May 6, 2009 entry on rehearing in Case No. 06-653-EL-ORD.

3. TARIFFS AFFECTED: (If more than 2, use additional sheets) See Attached Sheet

4. Attached hereto and made a part hereof are: (Check applicable Exhibits)

☒ Exhibit A - Existing schedule sheets (to be superseded) if applicable

☒ Exhibit B-1 Clean copies of proposed schedule sheets

☒ Exhibit B-2 Marked copies of proposed schedule sheets

☐ Exhibit C-1

(a) if new service is proposed, describe:

(b) if new equipment is involved, describe (preferably with a picture, brochure, etc.) and where appropriate, a statement distinguishing proposed service from existing services;

(c) If proposal results from customer requests, so state, giving if available, the number and type of customers requesting proposed service.

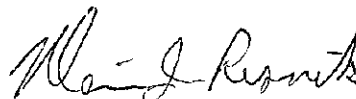
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- (c) If proposal results from customer requests, so state, giving if available, the number and type of customers requesting proposed service.

_____ Exhibit C-2 - if a change of classification, rule or regulation is proposed, a statement explaining reason for change

 X Exhibit C-3 - statement explaining reason for any proposal not covered in Exhibits C-1 or C-2

5. This application will not result in an increase in rates, joint rates, tolls, classifications, charges or rentals.
6. The Company requests that the Commission permit the filing of the rate schedules shown in Exhibit B-1 to this application.



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Exhibit A

COLUMBUS SOUTHERN POWER COMPANY

COLUMBUS SOUTHERN POWER COMPANY

P.U.C.O. NO. 7

TERMS AND CONDITIONS OF SERVICE

4. AVAILABLE RATES (Cont'd)

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

The customer may change the initial rate schedule selection to another applicable rate schedule at any time by either written notice to Company and/or by executing a new contract for the rate 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 rate schedule is offered.

5. SERVICE CONNECTIONS

In areas served by an overhead distribution system, an overhead service shall be provided by the Company from the Company's distribution 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 Electric 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 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.

(Continued on Sheet No. 3-3)

Filed pursuant to Orders dated March 18 and March 30, 2009 in Case No. 08-917-EL-SSO

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Joseph Hamrock, President
AEP Ohio

P.U.C.O. NO. 7

TERMS AND CONDITIONS OF SERVICE

14. SERVICE INTERRUPTIONS (Cont'd)

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

15. 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.

16. NOTICE TO COMPANY OF ANY DEFECT IN ELECTRIC SUPPLY

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

17. TEMPORARY AND SPECIAL SERVICE

The customer shall pay to the Company the cost of establishing 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 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 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 rate schedules set forth in P.U.C.O. No. 7, if any.

(Continued on Sheet No. 3-7)

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TERMS AND CONDITIONS OF SERVICE

17. TEMPORARY AND SPECIAL SERVICE (Cont'd)

Service to customers using energy 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.

18. USE OF ENERGY BY CUSTOMER

The apparatus or appliances connected to the Company's lines shall be suitable in every respect to the 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 have 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 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 contain 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 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.

19. LOCATION AND MAINTENANCE OF COMPANY'S EQUIPMENT

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.

(Continued on Sheet No. 3-8)

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P.U.C.O. NO. 7

TERMS AND CONDITIONS OF SERVICE

28. EXTENSION OF LOCAL FACILITIES

- I. The Company's actual cost of extending local facilities ("Local Facilities" are 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 below. This includes the installation of new or expanded equipment but does not include the maintenance or repair of existing equipment) 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 will pay 100% of the cost differential associated with any premium services requested, as a Contribution in Aid of Construction (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 are assessed against the developer and the end-use customers. Premium service requested for the primary voltage "backbone" electrical facilities are the local facilities for which the developer is responsible. Premium service requested for 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.
- II. The Company's actual cost of extending local facilities to serve new single family and multi-family residential developments ("Development" is a tract of land which is subdivided into parcels and/or includes more than one end-use customer, and where the developer makes significant infrastructure improvements such as paved streets, curbs, sidewalks and water and sewer systems) will be recovered in the following manner:
 - A. For all residential single family housing developments, developers/builders will pay 100% of the cost differential associated with any premium services requested, as a CIAC, and said payment will be grossed up for taxes and the developer/builder will pay the total grossed-up amount. In addition, developers/builders will pay the cost differential for underground service laterals.
 - B. For all multi-family housing developments, in which each unit is individually metered by the Company, the developer/builder will pay 100% of the cost differential associated with any premium services requested, as a CIAC, and said payment will be grossed up for taxes and the developer/builder will pay the total grossed-up amount.

For purposes of this tariff a multi-family project shall be any building 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.

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.

(Continued on Sheet No. 3-13)

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TERMS AND CONDITIONS OF SERVICE

C. Multi-Family Residential Housing Developments which are master metered shall not be subject to Multi-Family Residential Housing CIAC, but shall be assessed for the cost of extensions and connections in accordance with paragraph 1A.

III. For new single-family residences not in a development customers served by the local facilities will pay the Company 100% of the cost differential associated with any premium services requested.

Line extension cost estimates should not include costs normally incurred by the utility to maintain, protect, or upgrade its distribution system. Nor should system improvements required for the general distribution system that serves multiple customers, which are driven by the customer's load addition, be factored into the line extension calculations.

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P.U.C.O. NO. 7

RURAL LINE EXTENSION PLAN
DEFINITIONS, RULES AND REGULATIONSAVAILABILITY 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. 4-2)

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AEP Ohio

P.U.C.O. NO. 7

RURAL LINE EXTENSION PLAN
DEFINITIONS, RULES AND REGULATIONSLINE 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

(Continued on Sheet No. 4-3)

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P.U.C.O. NO. 7

RURAL LINE EXTENSION PLAN
DEFINITIONS, RULES AND REGULATIONSGUARANTEE OF REVENUE (Cont'd)

guarantee or said minimum monthly charge be less than the minimum monthly charge specified in the 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. 4-4)

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RURAL LINE EXTENSION PLAN
DEFINITIONS, RULES AND REGULATIONSEXTENSION 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.

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P.U.C.O. NO. 7

SUPPLEMENT NO. 6

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

Applicability

Applicable to industrial customers whenever the furnishing of electric 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 generating equipment, transmission and distribution 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.

Deposit

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 determination 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. 50-2)

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P.U.C.O. NO. 7

SUPPLEMENT NO. 6

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 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 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 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.

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P.U.C.O. NO. 7

SUPPLEMENT NO. 6A

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 electric 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, transmission and distribution 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.

Deposit

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 determination 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. 51-2)

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SUPPLEMENT NO. 6A

Refund of Deposit

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

An amount equal to 10% of the total 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.

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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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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. 7, 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.

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TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

33. EXTENSION OF LOCAL FACILITIES

- I. The Company's actual cost of extending local facilities ("Local Facilities" are 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 below. This includes the installation of new or expanded equipment but does not include the maintenance or repair of existing equipment) 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 will pay 100% of the cost differential associated with any premium services requested, as a Contribution in Aid of Construction (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 are assessed against the developer and the end-use customers. Premium service requested for the primary voltage "backbone" electrical facilities are the local facilities for which the developer is responsible. Premium service requested for 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.
- II. The Company's actual cost of extending local facilities to serve new single family and multi-family residential developments ("Development" is a tract of land which is subdivided into parcels and/or includes more than one end-use customer, and where the developer makes significant infrastructure improvements such as paved streets, curbs, sidewalks and water and sewer systems) will be recovered in the following manner:
 - A. For all residential single family housing developments, developers/builders will pay 100% of the cost differential associated with any premium services requested, as a CIAC, and said payment will be grossed up for taxes and the developer/builder will pay the total grossed-up amount. In addition, developers/builders will pay the cost differential for underground service laterals.
 - B. For all multi-family housing developments, in which each unit is individually metered by the Company, the developer/builder will pay 100% of the cost differential associated with any premium services requested, as a CIAC, and said payment will be grossed up for taxes and the developer/builder will pay the total grossed-up amount.

For purposes of this tariff a multi-family project shall be any building 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.

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.

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TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

C. Multi-Family Residential Housing Developments which are master metered shall not be subject to Multi-Family Residential Housing CIAC, but shall be assessed for the cost of extensions and connections in accordance with paragraph 1A.

III. For new single-family residences not in a development customers served by the local facilities will pay the Company 100% of the cost differential associated with any premium services requested.

Line extension cost estimates should not include costs normally incurred by the utility to maintain, protect, or upgrade its distribution system. Nor should system improvements required for the general distribution system that serves multiple customers, which are driven by the customer's load addition, be factored into the line extension calculations.

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P.U.C.O. NO. 7

RURAL LINE EXTENSION PLAN
DEFINITIONS, RULES AND REGULATIONSAVAILABILITY 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)

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RURAL LINE EXTENSION PLAN
DEFINITIONS, RULES AND REGULATIONSLINE 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

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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.

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RURAL LINE EXTENSION PLAN
DEFINITIONS, RULES AND REGULATIONSEXTENSION 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.

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P.U.C.O. NO. 7

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.

Deposit

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.

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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.

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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.

Deposit

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.

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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.

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OHIO POWER COMPANY

P.U.C.O. NO. 19

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.

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TERMS AND CONDITIONS OF SERVICE

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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TERMS AND CONDITIONS OF SERVICE

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.

(Continued on Sheet No. 3-11)

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TERMS AND CONDITIONS OF SERVICE

23. EXTENSION OF LOCAL FACILITIES

- I. The Company's actual cost of extending local facilities ("Local Facilities" are 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 below. This includes the installation of new or expanded equipment but does not include the maintenance or repair of existing equipment) 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 will pay 100% of the cost differential associated with any premium services requested, as a Contribution in Aid of Construction (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 are assessed against the developer and the end-use customers. Premium service requested for the primary voltage "backbone" electrical facilities are the local facilities for which the developer is responsible. Premium service requested for 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.
- II. The Company's actual cost of extending local facilities to serve new single family and multi-family residential developments ("Development" is a tract of land which is subdivided into parcels and/or includes more than one end-use customer, and where the developer makes significant infrastructure improvements such as paved streets, curbs, sidewalks and water and sewer systems) will be recovered in the following manner:
 - A. For all residential single family housing developments, developers/builders will pay 100% of the cost differential associated with any premium services requested, as a CIAC, and said payment will be grossed up for taxes and the developer/builder will pay the total grossed-up amount. In addition, developers/builders will pay the cost differential for underground service laterals.
 - B. For all multi-family housing developments, in which each unit is individually metered by the Company, the developer/builder will pay 100% of the cost differential associated with any premium services requested, as a CIAC, and said payment will be grossed up for taxes and the developer/builder will pay the total grossed-up amount.

For purposes of this tariff a multi-family project shall be any building 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.

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.

(Continued on Sheet No. 3-18)

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TERMS AND CONDITIONS OF SERVICE

- C. Multi-Family Residential Housing Developments which are master metered shall not be subject to Multi-Family Residential Housing CIAC, but shall be assessed for the cost of extensions and connections in accordance with paragraph 1A.

- III. For new single-family residences not in a development customers served by the local facilities will pay the Company 100% of the cost differential associated with any premium services requested.

Line extension cost estimates should not include costs normally incurred by the utility to maintain, protect, or upgrade its distribution system. Nor should system improvements required for the general distribution system that serves multiple customers, which are driven by the customer's load addition, be factored into the line extension calculations.

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TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

When the Company receives notice from an existing customer that distribution service is to be discontinued, or from a prospective customer that an existing distribution service is to be transferred into the prospective customer's name, the Company will, within three (3) business days, determine the meter reading for the final distribution bill to the existing customer. Such determination shall be made either by estimation or, upon customer request, by an actual meter reading. 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 distribution bill by the former customer, unless the former customer continues to be a consumer of electric service at that premise.

9. 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 Electrical 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 distribution 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.

10. SERVICE CONNECTION

The Company will, when requested to furnish distribution 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 distribution service 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.

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TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

Where distribution 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 for 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.

11. 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 4160, 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.

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 nominal 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.

12. 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 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.

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TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

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.

18. EXTENSION OF SERVICE

The electrical facilities of the Company will be extended or be expanded to supply distribution service when the revenue is sufficient to justify the cost of making such additions, or in lieu of sufficient revenue the Company may require a long-term contract and/or contribution, monthly minimum charge, definite and written guarantees, from a customer or group of customers in addition to any minimum payment required by the appropriate open access distribution 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 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 revenue to be derived under the provisions of the applicable open access distribution schedule 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 distribution 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 serve 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 revenues of the customers as determined under the applicable open access distribution schedule, 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.

19. EXTENSION OF RURAL LINES

The Company recognizes and makes available the rural line extension plan specified in Chapter 4901:1-9-07 - Rules, Regulation and Practices for the Construction of Electric Line Extensions in Rural Territory, of the Ohio Administrative Code as amended from time to time.

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TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

20. TEMPORARY SERVICE

The Company will supply temporary distribution service when it has available unsold capacity in its lines and transformers. Customers who have seasonal operations at permanent locations, or who have other sources of energy supply not requiring distribution service from the Company and desire distribution service for standby or breakdown purposes, must contract for permanent distribution service under an open access distribution 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 distribution 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:

Service requiring only reading-in and reading-out an existing meter	\$ 23.50
Single-phase 120/240 volt service from permanent source, up to	
100 Ampere Capacity	\$204.00

Temporary distribution service supplied for a period less than one full month will be billed on the basis of a full month's schedule billing under the applicable open access distribution schedule, including the minimum charge if applicable.

21. LOCATION AND MAINTENANCE OF COMPANY'S EQUIPMENT

As required to provide distribution service to a customer, the Company shall have the right to construct and maintain its poles, lines, circuits and other necessary facilities on the customers 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.

22. USE OF ENERGY BY CUSTOMER

The schedules for open access distribution service given herein are classified by the character of use of such service 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 distribution service contract upon the same or another open access distribution 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 distribution service under the terms of the open access distribution schedule elected by the customer.

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TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

27. EXTENSION OF LOCAL FACILITIES

- I. The Company's actual cost of extending local facilities ("Local Facilities" are 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 below. This includes the installation of new or expanded equipment but does not include the maintenance or repair of existing equipment) 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 will pay 100% of the cost differential associated with any premium services requested, as a Contribution in Aid of Construction (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 are assessed against the developer and the end-use customers. Premium service requested for the primary voltage "backbone" electrical facilities are the local facilities for which the developer is responsible. Premium service requested for 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.
- II. The Company's actual cost of extending local facilities to serve new single family and multi-family residential developments ("Development" is a tract of land which is subdivided into parcels and/or includes more than one end-use customer, and where the developer makes significant infrastructure improvements such as paved streets, curbs, sidewalks and water and sewer systems) will be recovered in the following manner:
 - A. For all residential single family housing developments, developers/builders will pay 100% of the cost differential associated with any premium services requested, as a CIAC, and said payment will be grossed up for taxes and the developer/builder will pay the total grossed-up amount. In addition, developers/builders will pay the cost differential for underground service laterals.
 - B. For all multi-family housing developments, in which each unit is individually metered by the Company, the developer/builder will pay 100% of the cost differential associated with any premium services requested, as a CIAC, and said payment will be grossed up for taxes and the developer/builder will pay the total grossed-up amount.

For purposes of this tariff a multi-family project shall be any building 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.

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.

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TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

C. Multi-Family Residential Housing Developments which are master metered shall not be subject to Multi-Family Residential Housing CIAC, but shall be assessed for the cost of extensions and connections in accordance with paragraph 1A.

III. For new single-family residences not in a development customers served by the local facilities will pay the Company 100% of the cost differential associated with any premium services requested.

Line extension cost estimates should not include costs normally incurred by the utility to maintain, protect, or upgrade its distribution system. Nor should system improvements required for the general distribution system that serves multiple customers, which are driven by the customer's load addition, be factored into the line extension calculations.

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TERMS AND CONDITIONS OF SERVICE

4. AVAILABLE RATES (Cont'd)

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

The customer may change the initial rate schedule selection to another applicable rate schedule at any time by either written notice to Company and/or by executing a new contract for the rate 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 rate schedule is offered.

5. SERVICE CONNECTIONS

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 out of the building in an approved manner from the main service disconnect to outside the building wall nearest the Company's service wires so as to be readily accessible thereto. The point of service drop attachment shall be as high as the construction of the building will permit, but not more than twenty-five (25) feet nor less than twelve (12) feet from the ground (see National Electric Code for vertical clearance requirements of service drop conductors) 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 eighteen (18) inches from the weatherhead on the end of the 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. 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.

In areas served by an overhead distribution system, an overhead service shall be provided by the Company from the Company's distribution system extending one span (approximately 100 feet) toward the customer's facilities. 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. Rights-of-way or easements necessary for the installation of said service (including private railway wire crossings) shall be provided by the customer.

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TERMS AND CONDITIONS OF SERVICE

A nonresidential customer desiring an underground service shall, at the customer's expense, install and maintain the necessary service wires, duct work, manholes, vaults and connection boxes in an approved manner from the main entrance switch in the building to a service point designated by the Company, from which connection is to be made. Such underground service will be designed and installed as a continuous run of conductors which shall conform to Company specifications.

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.

(Continued on Sheet No. 3-3)

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TERMS AND CONDITIONS OF SERVICE

14. SERVICE INTERRUPTIONS (Cont'd)

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

15. 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.

16. NOTICE TO COMPANY OF ANY DEFECT IN ELECTRIC SUPPLY

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

17. TEMPORARY AND SPECIAL 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 for salvageable material and for facilities to be used in subsequent permanent service.

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.

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TERMS AND CONDITIONS OF SERVICE

17. TEMPORARY AND SPECIAL SERVICE (Cont'd)

Temporary service supplied for a period less than one (1) full month will be billed on the basis of a full month's schedule billing, including the minimum charge if applicable.

18. USE OF ENERGY BY CUSTOMER

The apparatus or appliances connected to the Company's lines shall be suitable in every respect to the 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 have 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 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 contain 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 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.

19. LOCATION AND MAINTENANCE OF COMPANY'S EQUIPMENT

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.

(Continued on Sheet No. 3-8)

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TERMS AND CONDITIONS OF SERVICE

28. 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.

Customers requesting new or expanded 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 or underground infrastructure) and first floor elevations before the Company can develop a plan of service and prepare a construction cost estimate.

The Company will determine the modifications to the Company's transmission and/or distribution facilities required to provide for a 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.

Upon receipt of the necessary information from the customer, the Company will exercise its best efforts to expedite the entire process for developing a service plan and preparing a cost estimate.

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.

Definitions Used in This Section

1. "Basic service plan" means the least cost line extension design using sound engineering practices which meet and/or exceed the National Electrical Safety Code and the Company's construction standards.
2. "Contribution in aid of construction or CIAC" means any amount of money or property contributed to the Company to the extent that the purpose of the contribution is to provide for line extensions for new or expanded customer loads.
3. "Cost estimate" means the detailed projected expenditure, including material costs and overhead, equipment costs and overhead, labor costs and overhead, and all taxes associated with each major material and service component, required for a line extension. It shall also separately identify any incremental costs associated with providing premium services. The Company may, for the purpose of standardization, establish standard construction cost estimates, for basic or premium service plans, which shall not exceed, in any event, the average cost of constructing such line extensions in the area involved, in which case the term "cost estimate" as used in this section will be understood to mean the standard estimate thus established.

(Continued on Sheet No. 3-13)

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TERMS AND CONDITIONS OF SERVICE

4. "Line extension" means the provision of facilities (including, but not limited to, poles, fixtures, wires, and appurtenances) necessary for delivering electrical energy from the point of origin to one or more of the customer's points of delivery. Facilities provided by the Company to maintain, protect, upgrade, or improve its overall distribution system (even if necessary due to a customer's load addition) are not considered part of a line extension.
5. "Multifamily installation" means any line extension to a new residential dwelling that will have two or more dwelling units, where each unit has a separate account for electric service.
6. "Permanent" means 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 that is approved for installation on a foundational support that is either a mortared masonry pier/column configuration, a poured concrete slab, or a poured concrete footer and mortared masonry walls on the perimeter of the structure.
7. "Point of origin" means the point where a line extension under this rule connects with and receives energy from any existing transmission or distribution equipment. The point of origin shall be the nearest practical point to the customers to be served by the line extension at which the appropriate voltage level is available.
8. "Premium service" includes, but is not limited to, customer-requested oversizing of facilities, underground construction, three-phase residential service, and any customer request that is in excess of standard construction and requirements necessary to provide electric service to the customer.

Line Extensions

1. For line extensions to residential single family homes, both individual homes and homes in a development, unless noted otherwise, the following shall apply:
 - a. The Company shall be responsible for all costs, excluding the incremental costs of premium services (the sum of the Company's cost to provide the premium installation minus the Company's cost of a standard, single-phase installation), up to five thousand dollars.
 - b. The customer shall be responsible for the incremental costs of premium services prior to the start of construction.
 - c. The customer shall make arrangements with the Company for the payment of the non-premium line extension costs that exceed five thousand dollars. The Company shall afford the nondeveloper, individual homeowner the option of paying those costs, plus carrying costs, on a prorated monthly basis for up to fifty months.

(Continued on Sheet No. 3-14)

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TERMS AND CONDITIONS OF SERVICE

2. For line extensions to residential, non-master-metered, multifamily installations (two or more units) the following shall apply:
 - a. The Company shall be responsible for all costs, excluding the incremental costs of premium services (the sum of the Company's cost to provide the premium installation minus the Company's cost of a standard, single-phase installation), up to twenty-five hundred dollars per unit.
 - b. The customer shall be responsible for the incremental costs of premium services prior to the start of construction.
 - c. The customer shall make arrangements with the Company for the payment of the non-premium line extension costs that exceed twenty-five hundred dollars per unit.
3. For line extensions to nonresidential customers the following shall apply:
 - a. The Company shall be responsible for sixty per cent of the total cost of the line extension, excluding the incremental costs of premium services (the sum of the Company's cost to provide the premium installation minus the Company's cost to install, in accordance with good utility practice, a standard line extension to the project).
 - b. The customer shall be responsible for forty per cent of the total cost of the line extension plus the incremental costs of premium services prior to the start of construction.
 - c. If a substation is required as part of the line extension project to a customer, the customer shall be given the option of building (pursuant to all applicable electrical standards), owning, and maintaining such substation.
4. The payment for premium services and for the cost of residential construction in excess of the limits of five thousand dollars for single-family residences and twenty-five hundred dollars per unit for multifamily residences shall be considered as contribution in aid of construction (CIAC) and shall be grossed-up by the effect of applicable taxes.
5. Costs attributed to land clearance activity, trenching, and backfilling required for the installation of line extension facilities on the customer's property are the responsibility of the customer.
6. All line extensions shall be the property of and shall be operated and maintained by the Company.
7. 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. 3-15)

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TERMS AND CONDITIONS OF SERVICE

8. Any customer who paid to the Company a CIAC, other than for premium services, may be entitled to a refund of a portion of the CIAC paid in accordance with the following:
- a. If any new customer, within fifty months of the completion of a line extension project for which an existing customer has paid to the Company a CIAC, utilizes all or part of the facilities for which the CIAC has been paid, the existing customer who paid the CIAC may 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 and original customer.
 - b. If any new additional customer, within fifty months of the completion of the line extension project for which existing customers have paid to the Company a CIAC, utilizes all or part of the facilities for which a CIAC has been paid, any existing customers who paid the CIAC may also be entitled to a refund.
 - c. Any refunds made under a. or b., above shall be after payment has been received from the new customer.

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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

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 out of the building in an approved manner from the main service disconnect to outside the building wall nearest the Company's service wires so as to be readily accessible thereto. The point of service drop attachment shall be as high as the construction of the building will permit, but not more than twenty-five (25) feet nor less than twelve (12) feet from the ground (see National Electric Code for vertical clearance requirements of service drop conductors) 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 eighteen (18) inches from the weatherhead on the end of the 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. 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.

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. 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. Rights-of-way or easements necessary for the installation of said service (including private railway wire crossings) shall be provided by the customer.

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P.U.C.O. NO. 7

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

A nonresidential customer desiring an underground service shall, at the customer's expense, install and maintain the necessary service wires, duct work, manholes, vaults and connection boxes in an approved manner from the main entrance switch in the building to a service point designated by the Company, from which connection is to be made. Such underground service will be designed and installed as a continuous run of conductors which shall conform to Company specifications.

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.

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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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 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 for salvageable material and for facilities to be used in subsequent permanent service.

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.

Temporary service supplied for a period less than one (1) full month will be billed on the basis of a full month's schedule billing, including the minimum charge if applicable.

(Continued on Sheet No. 3-12D)

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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.

Customers requesting new or expanded 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 or underground infrastructure) and first floor elevations before the Company can develop a plan of service and prepare a construction cost estimate.

The Company will determine the modifications to the Company's transmission and/or distribution facilities required to provide for a 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.

Upon receipt of the necessary information from the customer, the Company will exercise its best efforts to expedite the entire process for developing a service plan and preparing a cost estimate.

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.

Definitions Used in This Section

1. "Basic service plan" means the least cost line extension design using sound engineering practices which meet and/or exceed the National Electrical Safety Code and the Company's construction standards.
2. "Contribution in aid of construction or CIAC" means any amount of money or property contributed to the Company to the extent that the purpose of the contribution is to provide for line extensions for new or expanded customer loads.
3. "Cost estimate" means the detailed projected expenditure, including material costs and overhead, equipment costs and overhead, labor costs and overhead, and all taxes associated with each major material and service component, required for a line extension. It shall also separately identify any incremental costs associated with providing premium services. The Company may, for the purpose of standardization, establish standard construction cost estimates, for basic or premium service plans, which shall not exceed, in any event, the average cost of constructing such line extensions in the area involved, in which case the term "cost estimate" as used in this section 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

4. "Line extension" means the provision of facilities (including, but not limited to, poles, fixtures, wires, and appurtenances) necessary for delivering electrical energy from the point of origin to one or more of the customer's points of delivery. Facilities provided by the Company to maintain, protect, upgrade, or improve its overall distribution system (even if necessary due to a customer's load addition) are not considered part of a line extension.
5. "Multifamily installation" means any line extension to a new residential dwelling that will have two or more dwelling units, where each unit has a separate account for electric service.
6. "Permanent" means 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 that is approved for installation on a foundational support that is either a mortared masonry pier/column configuration, a poured concrete slab, or a poured concrete footer and mortared masonry walls on the perimeter of the structure.
7. "Point of origin" means the point where a line extension under this rule connects with and receives energy from any existing transmission or distribution equipment. The point of origin shall be the nearest practical point to the customers to be served by the line extension at which the appropriate voltage level is available.
8. "Premium service" includes, but is not limited to, customer-requested oversizing of facilities, underground construction, three-phase residential service, and any customer request that is in excess of standard construction and requirements necessary to provide electric service to the customer.

Line Extensions

1. For line extensions to residential single family homes, both individual homes and homes in a development, unless noted otherwise, the following shall apply:
 - a. The Company shall be responsible for all costs, excluding the incremental costs of premium services (the sum of the Company's cost to provide the premium installation minus the Company's cost of a standard, single-phase installation), up to five thousand dollars.
 - b. The customer shall be responsible for the incremental costs of premium services prior to the start of construction.
 - c. The customer shall make arrangements with the Company for the payment of the non-premium line extension costs that exceed five thousand dollars. The Company shall afford the nondeveloper, individual homeowner the option of paying those costs, plus carrying costs, on a prorated monthly basis for up to fifty months.

(Continued on Sheet No. 3-18D)

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TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

2. For line extensions to residential, non-master-metered, multifamily installations (two or more units) the following shall apply:
 - a. The Company shall be responsible for all costs, excluding the incremental costs of premium services (the sum of the Company's cost to provide the premium installation minus the Company's cost of a standard, single-phase installation), up to twenty-five hundred dollars per unit.
 - b. The customer shall be responsible for the incremental costs of premium services prior to the start of construction.
 - c. The customer shall make arrangements with the Company for the payment of the non-premium line extension costs that exceed twenty-five hundred dollars per unit.
3. For line extensions to nonresidential customers the following shall apply:
 - a. The Company shall be responsible for sixty per cent of the total cost of the line extension, excluding the incremental costs of premium services (the sum of the Company's cost to provide the premium installation minus the Company's cost to install, in accordance with good utility practice, a standard line extension to the project).
 - b. The customer shall be responsible for forty per cent of the total cost of the line extension plus the incremental costs of premium services prior to the start of construction.
 - c. If a substation is required as part of the line extension project to a customer, the customer shall be given the option of building (pursuant to all applicable electrical standards), owning, and maintaining such substation.
4. The payment for premium services and for the cost of residential construction in excess of the limits of five thousand dollars for single-family residences and twenty-five hundred dollars per unit for multifamily residences shall be considered as contribution in aid of construction (CIAC) and shall be grossed-up by the effect of applicable taxes.
5. Costs attributed to land clearance activity, trenching, and backfilling required for the installation of line extension facilities on the customer's property are the responsibility of the customer.
6. All line extensions shall be the property of and shall be operated and maintained by the Company.
7. 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. 3-19D)

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TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

8. Any customer who paid to the Company a CIAC, other than for premium services, may be entitled to a refund of a portion of the CIAC paid in accordance with the following:
- a. If any new customer, within fifty months of the completion of a line extension project for which an existing customer has paid to the Company a CIAC, utilizes all or part of the facilities for which the CIAC has been paid, the existing customer who paid the CIAC may 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 and original customer.
 - b. If any new additional customer, within fifty months of the completion of the line extension project for which existing customers have paid to the Company a CIAC, utilizes all or part of the facilities for which a CIAC has been paid, any existing customers who paid the CIAC may also be entitled to a refund.
 - c. Any refunds made under a. or b., above shall be after payment has been received from the new customer.

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OHIO POWER COMPANY

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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 out of the building in an approved manner from the main service disconnect to outside the building wall nearest the Company's service wires so as to be readily accessible thereto. The point of service drop attachment shall be as high as the construction of the building will permit, but not more than twenty-five (25) feet nor less than twelve (12) feet from the ground (see National Electric Code for vertical clearance requirements of service drop conductors) 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 eighteen (18) inches from the weatherhead on the end of the 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. 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.

In areas served by an overhead distribution system, an overhead service shall be provided by the Company from the Company's distribution system extending one span (approximately 100 feet) toward the customer's facilities. 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. Rights-of-way or easements necessary for the installation of said service (including private railway wire crossings permits) shall be provided by the customer.

A nonresidential customer desiring an underground service shall, at the customer's expense, install and maintain the necessary service wires, duct work, manholes, vaults and connection boxes in an approved manner from the main entrance switch in the building to a service point designated by the Company, from which connection is to be made. Such underground service will be designed and installed as a continuous run of conductors which shall conform to Company specifications.

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.

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.

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TERMS AND CONDITIONS OF SERVICE

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)

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TERMS AND CONDITIONS OF SERVICE

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.

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 for salvageable material and for 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

(Continued on Sheet No. 3-10)

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TERMS AND CONDITIONS OF SERVICE

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.

Temporary service supplied for a period less than one (1) 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.*

(Continued on Sheet No. 3-11)

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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.

Customers requesting new or expanded 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 or underground infrastructure) and first floor elevations before the Company can develop a plan of service and prepare a construction cost estimate.

The Company will determine the modifications to the Company's transmission and/or distribution facilities required to provide for a 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.

Upon receipt of the necessary information from the customer, the Company will exercise its best efforts to expedite the entire process for developing a service plan and preparing a cost estimate.

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.

Definitions Used in This Section

1. "Basic service plan" means the least cost line extension design using sound engineering practices which meet and/or exceed the National Electrical Safety Code and the Company's construction standards.
2. "Contribution in aid of construction or CIAC" means any amount of money or property contributed to the Company to the extent that the purpose of the contribution is to provide for line extensions for new or expanded customer loads.
3. "Cost estimate" means the detailed projected expenditure, including material costs and overhead, equipment costs and overhead, labor costs and overhead, and all taxes associated with each major material and service component, required for a line extension. It shall also separately identify any incremental costs associated with providing premium services. The Company may, for the purpose of standardization, establish standard construction cost estimates, for basic or premium service plans, which shall not exceed, in any event, the average cost of constructing such line extensions in the area involved, in which case the term "cost estimate" as used in this section will be understood to mean the standard estimate thus established.

(Continued on Sheet No. 3-18)

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TERMS AND CONDITIONS OF SERVICE

4. "Line extension" means the provision of facilities (including, but not limited to, poles, fixtures, wires, and appurtenances) necessary for delivering electrical energy from the point of origin to one or more of the customer's points of delivery. Facilities provided by the Company to maintain, protect, upgrade, or improve its overall distribution system (even if necessary due to a customer's load addition) are not considered part of a line extension.
5. "Multifamily installation" means any line extension to a new residential dwelling that will have two or more dwelling units, where each unit has a separate account for electric service.
6. "Permanent" means 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 that is approved for installation on a foundational support that is either a mortared masonry pier/column configuration, a poured concrete slab, or a poured concrete footer and mortared masonry walls on the perimeter of the structure.
7. "Point of origin" means the point where a line extension under this rule connects with and receives energy from any existing transmission or distribution equipment. The point of origin shall be the nearest practical point to the customers to be served by the line extension at which the appropriate voltage level is available.
8. "Premium service" includes, but is not limited to, customer-requested oversizing of facilities, underground construction, three-phase residential service, and any customer request that is in excess of standard construction and requirements necessary to provide electric service to the customer.

Line Extensions

1. For line extensions to residential single family homes, both individual homes and homes in a development, unless noted otherwise, the following shall apply:
 - a. The Company shall be responsible for all costs, excluding the incremental costs of premium services (the sum of the Company's cost to provide the premium installation minus the Company's cost of a standard, single-phase installation), up to five thousand dollars.
 - b. The customer shall be responsible for the incremental costs of premium services prior to the start of construction.
 - c. The customer shall make arrangements with the Company for the payment of the non-premium line extension costs that exceed five thousand dollars. The Company shall afford the nondeveloper, individual homeowner the option of paying those costs, plus carrying costs, on a prorated monthly basis for up to fifty months.

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TERMS AND CONDITIONS OF SERVICE

2. For line extensions to residential, non-master-metered, multifamily installations (two or more units) the following shall apply:
 - a. The Company shall be responsible for all costs, excluding the incremental costs of premium services (the sum of the Company's cost to provide the premium installation minus the Company's cost of a standard, single-phase installation), up to twenty-five hundred dollars per unit.
 - b. The customer shall be responsible for the incremental costs of premium services prior to the start of construction.
 - c. The customer shall make arrangements with the Company for the payment of the non-premium line extension costs that exceed twenty-five hundred dollars per unit.
3. For line extensions to nonresidential customers the following shall apply:
 - a. The Company shall be responsible for sixty per cent of the total cost of the line extension, excluding the incremental costs of premium services (the sum of the Company's cost to provide the premium installation minus the Company's cost to install, in accordance with good utility practice, a standard line extension to the project).
 - b. The customer shall be responsible for forty per cent of the total cost of the line extension plus the incremental costs of premium services prior to the start of construction.
 - c. If a substation is required as part of the line extension project to a customer, the customer shall be given the option of building (pursuant to all applicable electrical standards), owning, and maintaining such substation.
4. The payment for premium services and for the cost of residential construction in excess of the limits of five thousand dollars for single-family residences and twenty-five hundred dollars per unit for multifamily residences shall be considered as contribution in aid of construction (CIAC) and shall be grossed-up by the effect of applicable taxes.
5. Costs attributed to land clearance activity, trenching, and backfilling required for the installation of line extension facilities on the customer's property are the responsibility of the customer.
6. All line extensions shall be the property of and shall be operated and maintained by the Company.
7. 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. 3-20)

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TERMS AND CONDITIONS OF SERVICE

8. Any customer who paid to the Company a CIAC, other than for premium services, may be entitled to a refund of a portion of the CIAC paid in accordance with the following:
- a. If any new customer, within fifty months of the completion of a line extension project for which an existing customer has paid to the Company a CIAC, utilizes all or part of the facilities for which the CIAC has been paid, the existing customer who paid the CIAC may 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 and original customer.
 - b. If any new additional customer, within fifty months of the completion of the line extension project for which existing customers have paid to the Company a CIAC, utilizes all or part of the facilities for which a CIAC has been paid, any existing customers who paid the CIAC may also be entitled to a refund.
 - c. Any refunds made under a. or b., above shall be after payment has been received from the new customer.

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TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

When the Company receives notice from an existing customer that distribution service is to be discontinued, or from a prospective customer that an existing distribution service is to be transferred into the prospective customer's name, the Company will, within three (3) business days, determine the meter reading for the final distribution bill to the existing customer. Such determination shall be made either by estimation or, upon customer request, by an actual meter reading. 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 distribution bill by the former customer, unless the former customer continues to be a consumer of electric service at that premise.

9. 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 Electrical 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 distribution 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.

10. SERVICE CONNECTION

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TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

The Company will, when requested to furnish distribution service, designate the location of its service connection. The customer's wiring must, except for those cases listed below, be brought out of the building in an approved manner from the main service disconnect to outside the building wall nearest the Company's service wires so as to be readily accessible thereto. The point of service drop attachment shall be as high as the construction of the building will permit, but not more than twenty-five (25) feet nor less than twelve (12) feet from the ground (see National Electric Code for vertical clearance requirements of service drop conductors) 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 eighteen (18) inches from the weatherhead on the end of the 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. 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.

In areas served by an overhead distribution system, an overhead service shall be provided by the Company from the Company's distribution system extending one span (approximately 100 feet) toward the customer's facilities. 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. Rights-of-way or easements necessary for the installation of said service (including private railway wire crossings permits) shall be provided by the customer.

A nonresidential customer desiring an underground service shall, at the customer's expense, install and maintain the necessary service wires, duct work, manholes, vaults and connection boxes in an approved manner from the main entrance switch in the building to a service point designated by the Company, from which connection is to be made. Such underground service will be designed and installed as a continuous run of conductors which shall conform to Company specifications.

(Continued on Sheet No. 3-8D)

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TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

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.

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.

11. 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 4160, 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.

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 nominal 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.

12. 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 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.

(Continued on Sheet No. 3-9D)

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TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

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.

20. TEMPORARY SERVICE

The Company will supply temporary distribution service when it has available unsold capacity in its lines and transformers. Customers who have seasonal operations at permanent locations, or who have other sources of energy supply not requiring distribution service from the Company and desire distribution service for standby or breakdown purposes, must contract for permanent distribution service under an open access distribution 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 distribution 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 for salvageable material and for facilities to be used in subsequent permanent service. Charges for the following categories of temporary service are fixed as follows:

Service requiring only reading-in and reading-out an existing meter	\$ 23.50
Single-phase 120/240 volt service from permanent source, up to	
100 Ampere Capacity	\$204.00

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.

Temporary distribution service supplied for a period less than one (1) full month will be billed on the basis of a full month's schedule billing under the applicable open access distribution schedule, including the minimum charge if applicable.

(Continued on Sheet No. 3-15D)

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TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

21. LOCATION AND MAINTENANCE OF COMPANY'S EQUIPMENT

As required to provide distribution service to a customer, the Company shall have the right to construct and maintain its poles, lines, circuits and other necessary facilities on the customers 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.

22. USE OF ENERGY BY CUSTOMER

The schedules for open access distribution service given herein are classified by the character of use of such service 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 distribution service contract upon the same or another open access distribution 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 distribution service under the terms of the open access distribution schedule elected by the customer.

(Continued on Sheet No. 3-16D)

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TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

27. 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.

Customers requesting new or expanded 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 or underground infrastructure) and first floor elevations before the Company can develop a plan of service and prepare a construction cost estimate.

The Company will determine the modifications to the Company's transmission and/or distribution facilities required to provide for a 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.

Upon receipt of the necessary information from the customer, the Company will exercise its best efforts to expedite the entire process for developing a service plan and preparing a cost estimate.

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.

Definitions Used in This Section

1. "Basic service plan" means the least cost line extension design using sound engineering practices which meet and/or exceed the National Electrical Safety Code and the Company's construction standards.
2. "Contribution in aid of construction or CIAC" means any amount of money or property contributed to the Company to the extent that the purpose of the contribution is to provide for line extensions for new or expanded customer loads.
3. "Cost estimate" means the detailed projected expenditure, including material costs and overhead, equipment costs and overhead, labor costs and overhead, and all taxes associated with each major material and service component, required for a line extension. It shall also separately identify any incremental costs associated with providing premium services. The Company may, for the purpose of standardization, establish standard construction cost estimates, for basic or premium service plans, which shall not exceed, in any event, the average cost of constructing such line extensions in the area involved, in which case the term "cost estimate" as used in this section will be understood to mean the standard estimate thus established.

(Continued on Sheet No. 3-21D)

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TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

4. "Line extension" means the provision of facilities (including, but not limited to, poles, fixtures, wires, and appurtenances) necessary for delivering electrical energy from the point of origin to one or more of the customer's points of delivery. Facilities provided by the Company to maintain, protect, upgrade, or improve its overall distribution system (even if necessary due to a customer's load addition) are not considered part of a line extension.
5. "Multifamily installation" means any line extension to a new residential dwelling that will have two or more dwelling units, where each unit has a separate account for electric service.
6. "Permanent" means 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 that is approved for installation on a foundational support that is either a mortared masonry pier/column configuration, a poured concrete slab, or a poured concrete footer and mortared masonry walls on the perimeter of the structure.
7. "Point of origin" means the point where a line extension under this rule connects with and receives energy from any existing transmission or distribution equipment. The point of origin shall be the nearest practical point to the customers to be served by the line extension at which the appropriate voltage level is available.
8. "Premium service" includes, but is not limited to, customer-requested oversizing of facilities, underground construction, three-phase residential service, and any customer request that is in excess of standard construction and requirements necessary to provide electric service to the customer.

Line Extensions

1. For line extensions to residential single family homes, both individual homes and homes in a development, unless noted otherwise, the following shall apply:
 - a. The Company shall be responsible for all costs, excluding the incremental costs of premium services (the sum of the Company's cost to provide the premium installation minus the Company's cost of a standard, single-phase installation), up to five thousand dollars.
 - b. The customer shall be responsible for the incremental costs of premium services prior to the start of construction.
 - c. The customer shall make arrangements with the Company for the payment of the non-premium line extension costs that exceed five thousand dollars. The Company shall afford the nondeveloper, individual homeowner the option of paying those costs, plus carrying costs, on a prorated monthly basis for up to fifty months.

(Continued on Sheet No. 3-22D)

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TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

2. For line extensions to residential, non-master-metered, multifamily installations (two or more units) the following shall apply:
 - a. The Company shall be responsible for all costs, excluding the incremental costs of premium services (the sum of the Company's cost to provide the premium installation minus the Company's cost of a standard, single-phase installation), up to twenty-five hundred dollars per unit.
 - b. The customer shall be responsible for the incremental costs of premium services prior to the start of construction.
 - c. The customer shall make arrangements with the Company for the payment of the non-premium line extension costs that exceed twenty-five hundred dollars per unit.
3. For line extensions to nonresidential customers the following shall apply:
 - a. The Company shall be responsible for sixty per cent of the total cost of the line extension, excluding the incremental costs of premium services (the sum of the Company's cost to provide the premium installation minus the Company's cost to install, in accordance with good utility practice, a standard line extension to the project).
 - b. The customer shall be responsible for forty per cent of the total cost of the line extension plus the incremental costs of premium services prior to the start of construction.
 - c. If a substation is required as part of the line extension project to a customer, the customer shall be given the option of building (pursuant to all applicable electrical standards), owning, and maintaining such substation.
4. The payment for premium services and for the cost of residential construction in excess of the limits of five thousand dollars for single-family residences and twenty-five hundred dollars per unit for multifamily residences shall be considered as contribution in aid of construction (CIAC) and shall be grossed-up by the effect of applicable taxes.
5. Costs attributed to land clearance activity, trenching, and backfilling required for the installation of line extension facilities on the customer's property are the responsibility of the customer.
6. All line extensions shall be the property of and shall be operated and maintained by the Company.
7. 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.

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TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

8. Any customer who paid to the Company a CIAC, other than for premium services, may be entitled to a refund of a portion of the CIAC paid in accordance with the following:
- a. If any new customer, within fifty months of the completion of a line extension project for which an existing customer has paid to the Company a CIAC, utilizes all or part of the facilities for which the CIAC has been paid, the existing customer who paid the CIAC may 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 and original customer.
 - b. If any new additional customer, within fifty months of the completion of the line extension project for which existing customers have paid to the Company a CIAC, utilizes all or part of the facilities for which a CIAC has been paid, any existing customers who paid the CIAC may also be entitled to a refund.
 - c. Any refunds made under a. or b., above shall be after payment has been received from the new customer.

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COLUMBUS SOUTHERN POWER COMPANY

P.U.C.O. NO. 7

TERMS AND CONDITIONS OF SERVICE

4. AVAILABLE RATES (Cont'd)

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

The customer may change the initial rate schedule selection to another applicable rate schedule at any time by either written notice to Company and/or by executing a new contract for the rate 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 rate schedule is offered.

5. SERVICE CONNECTIONS

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 out of the building in an approved manner from the main service disconnect to outside the building wall nearest the Company's service wires so as to be readily accessible thereto. The point of service drop attachment shall be as high as the construction of the building will permit, but not more than twenty-five (25) feet nor less than twelve (12) feet from the ground (see National Electric Code for vertical clearance requirements of service drop conductors) 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 eighteen (18) inches from the weatherhead on the end of the 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. 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.

In areas served by an overhead distribution system, an overhead service shall be provided by the Company from the Company's distribution 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. 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. Rights-of-way or easements necessary for the installation of said service (including private railway wire crossings) shall be provided by the customer.

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TERMS AND CONDITIONS OF SERVICE

~~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 40 feet from the ground (for exception see National Electric 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 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.~~

A nonresidential customer desiring an underground service shall, at the customer's expense, install and maintain the necessary service wires, duct work, manholes, vaults and connection boxes in an approved manner from the main entrance switch in the building to a service point designated by the Company, from which connection is to be made. Such underground service will be designed and installed as a continuous run of conductors which shall conform to Company specifications.

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.~~

(Continued on Sheet No. 3-3)

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TERMS AND CONDITIONS OF SERVICE

14. SERVICE INTERRUPTIONS (Cont'd)

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

15. 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.

16. NOTICE TO COMPANY OF ANY DEFECT IN ELECTRIC SUPPLY

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

17. TEMPORARY AND SPECIAL SERVICE

~~The customer shall pay to the Company the cost of establishing 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 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 for salvageable material and for facilities to be used in subsequent permanent service.

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TERMS AND CONDITIONS OF SERVICE

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.

Temporary service supplied for a period less than one (1) full month will be billed on the basis of a full month's schedule billing, including the minimum charge if applicable.

~~Other 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 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 rate schedules set forth in P.U.C.O. No. 7, if any.~~

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TERMS AND CONDITIONS OF SERVICE

17. TEMPORARY AND SPECIAL SERVICE (Cont'd)

~~Service to customers using energy 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.~~

18. USE OF ENERGY BY CUSTOMER

The apparatus or appliances connected to the Company's lines shall be suitable in every respect to the 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 have 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 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 contain 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 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.

19. LOCATION AND MAINTENANCE OF COMPANY'S EQUIPMENT

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.

(Continued on Sheet No. 3-8)

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TERMS AND CONDITIONS OF SERVICE

28. EXTENSION OF LOCAL FACILITIES

~~I. The Company's actual cost of extending local facilities ("Local Facilities" are 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 below. This includes the installation of new or expanded equipment but does not include the maintenance or repair of existing equipment) 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 will pay 100% of the cost differential associated with any premium services requested, as a Contribution in Aid of Construction (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 are assessed against the developer and the end-use customers. Premium service requested for the primary voltage "backbone" electrical facilities are the local facilities for which the developer is responsible. Premium service requested for 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.~~

~~II. The Company's actual cost of extending local facilities to serve new single family and multi-family residential developments ("Development" is a tract of land which is subdivided into parcels and/or includes more than one end-use customer, and where the developer makes significant infrastructure improvements such as paved streets, curbs, sidewalks and water and sewer systems) will be recovered in the following manner:~~

~~A. For all residential single family housing developments, developers/builders will pay 100% of the cost differential associated with any premium services requested, as a CIAC, and said payment will be grossed up for taxes and the developer/builder will pay the total grossed-up amount. In addition, developers/builders will pay the cost differential for underground service laterals.~~

~~B. For all multi-family housing developments, in which each unit is individually metered by the Company, the developer/builder will pay 100% of the cost differential associated with any premium services requested, as a CIAC, and said payment will be grossed up for taxes and the developer/builder will pay the total grossed-up amount.~~

~~For purposes of this tariff a multi-family project shall be any building 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.~~

~~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.~~

~~(Continued on Sheet No. 3-13)~~

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TERMS AND CONDITIONS OF SERVICE

~~C. Multi-Family Residential Housing Developments which are master metered shall not be subject to Multi-Family Residential Housing CIAC, but shall be assessed for the cost of extensions and connections in accordance with paragraph 1A.~~

~~III. For new single family residences not in a development customers served by the local facilities will pay the Company 100% of the cost differential associated with any premium services requested.~~

~~Line extension cost estimates should not include costs normally incurred by the utility to maintain, protect, or upgrade its distribution system. Nor should system improvements required for the general distribution system that serves multiple customers, which are driven by the customer's load addition, be factored into the line extension calculations.~~

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TERMS AND CONDITIONS OF SERVICE

28. 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.

Customers requesting new or expanded 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 or underground infrastructure) and first floor elevations before the Company can develop a plan of service and prepare a construction cost estimate.

The Company will determine the modifications to the Company's transmission and/or distribution facilities required to provide for a 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.

Upon receipt of the necessary information from the customer, the Company will exercise its best efforts to expedite the entire process for developing a service plan and preparing a cost estimate.

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.

Definitions Used in This Section

1. "Basic service plan" means the least cost line extension design using sound engineering practices which meet and/or exceed the National Electrical Safety Code and the Company's construction standards.
2. "Contribution in aid of construction or CIAC" means any amount of money or property contributed to the Company to the extent that the purpose of the contribution is to provide for line extensions for new or expanded customer loads.
3. "Cost estimate" means the detailed projected expenditure, including material costs and overhead, equipment costs and overhead, labor costs and overhead, and all taxes associated with each major material and service component, required for a line extension. It shall also separately identify any incremental costs associated with providing premium services. The Company may, for the purpose of standardization, establish standard construction cost estimates, for basic or premium service plans, which shall not exceed, in any event, the average cost of constructing such line extensions in the area involved, in which case the term "cost estimate" as used in this section will be understood to mean the standard estimate thus established.

(Continued on Sheet No. 3-13)

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TERMS AND CONDITIONS OF SERVICE

4. "Line extension" means the provision of facilities (including, but not limited to, poles, fixtures, wires, and appurtenances) necessary for delivering electrical energy from the point of origin to one or more of the customer's points of delivery. Facilities provided by the Company to maintain, protect, upgrade, or improve its overall distribution system (even if necessary due to a customer's load addition) are not considered part of a line extension.
5. "Multifamily installation" means any line extension to a new residential dwelling that will have two or more dwelling units, where each unit has a separate account for electric service.
6. "Permanent" means 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 that is approved for installation on a foundational support that is either a mortared masonry pier/column configuration, a poured concrete slab, or a poured concrete footer and mortared masonry walls on the perimeter of the structure.
7. "Point of origin" means the point where a line extension under this rule connects with and receives energy from any existing transmission or distribution equipment. The point of origin shall be the nearest practical point to the customers to be served by the line extension at which the appropriate voltage level is available.
8. "Premium service" includes, but is not limited to, customer-requested oversizing of facilities, underground construction, three-phase residential service, and any customer request that is in excess of standard construction and requirements necessary to provide electric service to the customer.

Line Extensions

1. For line extensions to residential single family homes, both individual homes and homes in a development, unless noted otherwise, the following shall apply:
 - a. The Company shall be responsible for all costs, excluding the incremental costs of premium services (the sum of the Company's cost to provide the premium installation minus the Company's cost of a standard, single-phase installation), up to five thousand dollars.
 - b. The customer shall be responsible for the incremental costs of premium services prior to the start of construction.
 - c. The customer shall make arrangements with the Company for the payment of the non-premium line extension costs that exceed five thousand dollars. The Company shall afford the nondeveloper, individual homeowner the option of paying those costs, plus carrying costs, on a prorated monthly basis for up to fifty months.

(Continued on Sheet No. 3-14)

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TERMS AND CONDITIONS OF SERVICE

2. For line extensions to residential, non-master-metered, multifamily installations (two or more units) the following shall apply:
 - a. The Company shall be responsible for all costs, excluding the incremental costs of premium services (the sum of the Company's cost to provide the premium installation minus the Company's cost of a standard, single-phase installation), up to twenty-five hundred dollars per unit.
 - b. The customer shall be responsible for the incremental costs of premium services prior to the start of construction.
 - c. The customer shall make arrangements with the Company for the payment of the non-premium line extension costs that exceed twenty-five hundred dollars per unit.
3. For line extensions to nonresidential customers the following shall apply:
 - a. The Company shall be responsible for sixty per cent of the total cost of the line extension, excluding the incremental costs of premium services (the sum of the Company's cost to provide the premium installation minus the Company's cost to install, in accordance with good utility practice, a standard line extension to the project).
 - b. The customer shall be responsible for forty per cent of the total cost of the line extension plus the incremental costs of premium services prior to the start of construction.
 - c. If a substation is required as part of the line extension project to a customer, the customer shall be given the option of building (pursuant to all applicable electrical standards), owning, and maintaining such substation.
4. The payment for premium services and for the cost of residential construction in excess of the limits of five thousand dollars for single-family residences and twenty-five hundred dollars per unit for multifamily residences shall be considered as contribution in aid of construction (CIAC) and shall be grossed-up by the effect of applicable taxes.
5. Costs attributed to land clearance activity, trenching, and backfilling required for the installation of line extension facilities on the customer's property are the responsibility of the customer.
6. All line extensions shall be the property of and shall be operated and maintained by the Company.
7. 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. 3-15)

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TERMS AND CONDITIONS OF SERVICE

8. Any customer who paid to the Company a CIAC, other than for premium services, may be entitled to a refund of a portion of the CIAC paid in accordance with the following:
- a. If any new customer, within fifty months of the completion of a line extension project for which an existing customer has paid to the Company a CIAC, utilizes all or part of the facilities for which the CIAC has been paid, the existing customer who paid the CIAC may 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 and original customer.
 - b. If any new additional customer, within fifty months of the completion of the line extension project for which existing customers have paid to the Company a CIAC, utilizes all or part of the facilities for which a CIAC has been paid, any existing customers who paid the CIAC may also be entitled to a refund.
 - c. Any refunds made under a. or b., above shall be after payment has been received from the new customer.

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RURAL LINE EXTENSION PLAN
DEFINITIONS, RULES AND REGULATIONSAVAILABILITY 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.~~

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RURAL LINE EXTENSION PLAN
DEFINITIONS, RULES AND REGULATIONSLINE 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

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RURAL LINE EXTENSION PLAN
DEFINITIONS, RULES AND REGULATIONSGUARANTEE OF REVENUE (Cont'd)

~~guarantee or said minimum monthly charge be less than the minimum monthly charge specified in the filed schedule applicable to said customer's 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 charge 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.~~

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RURAL LINE EXTENSION PLAN
DEFINITIONS, RULES AND REGULATIONSEXTENSION 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 then 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.~~

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SUPPLEMENT NO. 6

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

Applicability

~~Applicable to industrial customers whenever the furnishing of electric 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 generating equipment, transmission and distribution 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.~~

Deposit

~~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 determination 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.~~

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SUPPLEMENT NO. 6

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 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 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 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.~~

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SUPPLEMENT NO. 6A

~~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 electric 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, transmission and distribution 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.~~

Deposit

~~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 determination 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.~~

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SUPPLEMENT NO. 6A

Refund of Deposit

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

~~An amount equal to 10% of the total 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.~~

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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

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 out of the building in an approved manner from the main service disconnect to outside the building wall nearest the Company's service wires so as to be readily accessible thereto. The point of service drop attachment shall be as high as the construction of the building will permit, but not more than twenty-five (25) feet nor less than twelve (12) feet from the ground (see National Electric Code for vertical clearance requirements of service drop conductors) 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 eighteen (18) inches from the weatherhead on the end of the 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. 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.

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. 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. Rights-of-way or easements necessary for the installation of said service (including private railway wire crossings) shall be provided by the customer.

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TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

~~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.~~

A nonresidential customer desiring an underground service shall, at the customer's expense, install and maintain the necessary service wires, duct work, manholes, vaults and connection boxes in an approved manner from the main entrance switch in the building to a service point designated by the Company, from which connection is to be made. Such underground service will be designed and installed as a continuous run of conductors which shall conform to Company specifications.

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.

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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 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 for salvageable material and for facilities to be used in subsequent permanent service.

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.

Temporary service supplied for a period less than one (1) full month will be billed on the basis of a full month's schedule billing, including the minimum charge if applicable.

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~~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. 7, 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.~~

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TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

33. EXTENSION OF LOCAL FACILITIES

I. ~~The Company's actual cost of extending local facilities ("Local Facilities" are 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 below. This includes the installation of new or expanded equipment but does not include the maintenance or repair of existing equipment) 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 will pay 100% of the cost differential associated with any premium services requested, as a Contribution in Aid of Construction (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 are assessed against the developer and the end-use customers. Premium service requested for the primary voltage "backbone" electrical facilities are the local facilities for which the developer is responsible. Premium service requested for 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.~~

II. ~~The Company's actual cost of extending local facilities to serve new single family and multi-family residential developments ("Development" is a tract of land which is subdivided into parcels and/or includes more than one end-use customer, and where the developer makes significant infrastructure improvements such as paved streets, curbs, sidewalks and water and sewer systems) will be recovered in the following manner:~~

A. ~~For all residential single family housing developments, developers/builders will pay 100% of the cost differential associated with any premium services requested, as a CIAC, and said payment will be grossed up for taxes and the developer/builder will pay the total grossed-up amount. In addition, developers/builders will pay the cost differential for underground service laterals.~~

B. ~~For all multi-family housing developments, in which each unit is individually metered by the Company, the developer/builder will pay 100% of the cost differential associated with any premium services requested, as a CIAC, and said payment will be grossed up for taxes and the developer/builder will pay the total grossed-up amount.~~

~~For purposes of this tariff a multi-family project shall be any building 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.~~

~~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.~~

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~~C. Multi-Family Residential Housing Developments which are master metered shall not be subject to Multi-Family Residential Housing CIAC, but shall be assessed for the cost of extensions and connections in accordance with paragraph 4A.~~

~~III. For new single family residences not in a development customers served by the local facilities will pay the Company 100% of the cost differential associated with any premium services requested.~~

~~Line extension cost estimates should not include costs normally incurred by the utility to maintain, protect, or upgrade its distribution system. Nor should system improvements required for the general distribution system that serves multiple customers, which are driven by the customer's load addition, be factored into the line extension calculations.~~

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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.

Customers requesting new or expanded 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 or underground infrastructure) and first floor elevations before the Company can develop a plan of service and prepare a construction cost estimate.

The Company will determine the modifications to the Company's transmission and/or distribution facilities required to provide for a 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.

Upon receipt of the necessary information from the customer, the Company will exercise its best efforts to expedite the entire process for developing a service plan and preparing a cost estimate.

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.

Definitions Used in This Section

1. "Basic service plan" means the least cost line extension design using sound engineering practices which meet and/or exceed the National Electrical Safety Code and the Company's construction standards.
2. "Contribution in aid of construction or CIAC" means any amount of money or property contributed to the Company to the extent that the purpose of the contribution is to provide for line extensions for new or expanded customer loads.
3. "Cost estimate" means the detailed projected expenditure, including material costs and overhead, equipment costs and overhead, labor costs and overhead, and all taxes associated with each major material and service component, required for a line extension. It shall also separately identify any incremental costs associated with providing premium services. The Company may, for the purpose of standardization, establish standard construction cost estimates, for basic or premium service plans, which shall not exceed, in any event, the average cost of constructing such line extensions in the area involved, in which case the term "cost estimate" as used in this section will be understood to mean the standard estimate thus established.

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4. "Line extension" means the provision of facilities (including, but not limited to, poles, fixtures, wires, and appurtenances) necessary for delivering electrical energy from the point of origin to one or more of the customer's points of delivery. Facilities provided by the Company to maintain, protect, upgrade, or improve its overall distribution system (even if necessary due to a customer's load addition) are not considered part of a line extension.
5. "Multifamily installation" means any line extension to a new residential dwelling that will have two or more dwelling units, where each unit has a separate account for electric service.
6. "Permanent" means 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 that is approved for installation on a foundational support that is either a mortared masonry pier/column configuration, a poured concrete slab, or a poured concrete footer and mortared masonry walls on the perimeter of the structure.
7. "Point of origin" means the point where a line extension under this rule connects with and receives energy from any existing transmission or distribution equipment. The point of origin shall be the nearest practical point to the customers to be served by the line extension at which the appropriate voltage level is available.
8. "Premium service" includes, but is not limited to, customer-requested oversizing of facilities, underground construction, three-phase residential service, and any customer request that is in excess of standard construction and requirements necessary to provide electric service to the customer.

Line Extensions

1. For line extensions to residential single family homes, both individual homes and homes in a development, unless noted otherwise, the following shall apply:
 - a. The Company shall be responsible for all costs, excluding the incremental costs of premium services (the sum of the Company's cost to provide the premium installation minus the Company's cost of a standard, single-phase installation), up to five thousand dollars.
 - b. The customer shall be responsible for the incremental costs of premium services prior to the start of construction.
 - c. The customer shall make arrangements with the Company for the payment of the non-premium line extension costs that exceed five thousand dollars. The Company shall afford the nondeveloper, individual homeowner the option of paying those costs, plus carrying costs, on a prorated monthly basis for up to fifty months.

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2. For line extensions to residential, non-master-metered, multifamily installations (two or more units) the following shall apply:
 - a. The Company shall be responsible for all costs, excluding the incremental costs of premium services (the sum of the Company's cost to provide the premium installation minus the Company's cost of a standard, single-phase installation), up to twenty-five hundred dollars per unit.
 - b. The customer shall be responsible for the incremental costs of premium services prior to the start of construction.
 - c. The customer shall make arrangements with the Company for the payment of the non-premium line extension costs that exceed twenty-five hundred dollars per unit.
3. For line extensions to nonresidential customers the following shall apply:
 - a. The Company shall be responsible for sixty per cent of the total cost of the line extension, excluding the incremental costs of premium services (the sum of the Company's cost to provide the premium installation minus the Company's cost to install, in accordance with good utility practice, a standard line extension to the project).
 - b. The customer shall be responsible for forty per cent of the total cost of the line extension plus the incremental costs of premium services prior to the start of construction.
 - c. If a substation is required as part of the line extension project to a customer, the customer shall be given the option of building (pursuant to all applicable electrical standards), owning, and maintaining such substation.
4. The payment for premium services and for the cost of residential construction in excess of the limits of five thousand dollars for single-family residences and twenty-five hundred dollars per unit for multifamily residences shall be considered as contribution in aid of construction (CIAC) and shall be grossed-up by the effect of applicable taxes.
5. Costs attributed to land clearance activity, trenching, and backfilling required for the installation of line extension facilities on the customer's property are the responsibility of the customer.
6. All line extensions shall be the property of and shall be operated and maintained by the Company.
7. 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.

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OPEN ACCESS DISTRIBUTION SERVICE

8. Any customer who paid to the Company a CIAC, other than for premium services, may be entitled to a refund of a portion of the CIAC paid in accordance with the following:
- a. If any new customer, within fifty months of the completion of a line extension project for which an existing customer has paid to the Company a CIAC, utilizes all or part of the facilities for which the CIAC has been paid, the existing customer who paid the CIAC may 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 and original customer.
 - b. If any new additional customer, within fifty months of the completion of the line extension project for which existing customers have paid to the Company a CIAC, utilizes all or part of the facilities for which a CIAC has been paid, any existing customers who paid the CIAC may also be entitled to a refund.
 - c. Any refunds made under a. or b., above shall be after payment has been received from the new customer.

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RURAL LINE EXTENSION PLAN
DEFINITIONS, RULES AND REGULATIONSAVAILABILITY 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.~~

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RURAL LINE EXTENSION PLAN
DEFINITIONS, RULES AND REGULATIONSLINE 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~~

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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.~~

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RURAL LINE EXTENSION PLAN
DEFINITIONS, RULES AND REGULATIONSEXTENSION 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 then 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.~~

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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.~~

Deposit

~~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.~~

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P.U.C.O. NO. 7

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.

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Joseph Hamrock, President
AEP Ohio

P.U.C.O. NO. 7

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.~~

Deposit

~~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)

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P.U.C.O. NO. 7

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.

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OHIO POWER COMPANY

P.U.C.O. NO. 19

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 out of the building in an approved manner from the main service disconnect to 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. The point of service drop attachment shall be as high as the construction of the building will permit, but not more than twenty-five (25) feet nor less than twelve (12) feet from the ground (see National Electric Code for vertical clearance requirements of service drop conductors) 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 eighteen (18) inches from the weatherhead on the end of the 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. 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.~~

In areas served by an overhead distribution system, an overhead service shall be provided by the Company from the Company's distribution system extending one span (approximately 100 feet) toward the customer's facilities. 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. Rights-of-way or easements necessary for the installation of said service (including private railway wire crossings permits) shall be provided by the customer.

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TERMS AND CONDITIONS OF SERVICE

A nonresidential customer desiring an underground service shall, at the customer's expense, install and maintain the necessary service wires, duct work, manholes, vaults and connection boxes in an approved manner from the main entrance switch in the building to a service point designated by the Company, from which connection is to be made. Such underground service will be designed and installed as a continuous run of conductors which shall conform to Company specifications.

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.

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.

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)

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TERMS AND CONDITIONS OF SERVICE

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.~~

(Continued on Sheet No. 3-10)

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TERMS AND CONDITIONS OF SERVICE

~~13. EXTENSION OF RURAL LINES~~

~~The Company recognizes and makes available the rural line extension plan specified in Chapter 4904:1-9-07 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 for~~ salvageable material and ~~to for~~ 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

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.

Temporary service supplied for a period less than one (1) full month will be billed on the basis of a full month's schedule billing, including the minimum charge if applicable.

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TERMS AND CONDITIONS OF SERVICE

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.

(Continued on Sheet No. 3-11)

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TERMS AND CONDITIONS OF SERVICE

23. EXTENSION OF LOCAL FACILITIES

~~I. The Company's actual cost of extending local facilities ("Local Facilities" are 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 below. This includes the installation of new or expanded equipment but does not include the maintenance or repair of existing equipment) 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 will pay 100% of the cost differential associated with any premium services requested, as a Contribution in Aid of Construction (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 are assessed against the developer and the end-use customers. Premium service requested for the primary voltage "backbone" electrical facilities are the local facilities for which the developer is responsible. Premium service requested for 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.~~

~~II. The Company's actual cost of extending local facilities to serve new single family and multi-family residential developments ("Development" is a tract of land which is subdivided into parcels and/or includes more than one end-use customer, and where the developer makes significant infrastructure improvements such as paved streets, curbs, sidewalks and water and sewer systems) will be recovered in the following manner:~~

~~A. For all residential single family housing developments, developers/builders will pay 100% of the cost differential associated with any premium services requested, as a CIAC, and said payment will be grossed-up for taxes and the developer/builder will pay the total grossed-up amount. In addition, developers/builders will pay the cost differential for underground service laterals.~~

~~B. For all multi-family housing developments, in which each unit is individually metered by the Company, the developer/builder will pay 100% of the cost differential associated with any premium services requested, as a CIAC, and said payment will be grossed-up for taxes and the developer/builder will pay the total grossed-up amount.~~

~~For purposes of this tariff a multi-family project shall be any building 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.~~

~~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.~~

(Continued on Sheet No. 3-18)

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TERMS AND CONDITIONS OF SERVICE

~~C. Multi-Family Residential Housing Developments which are master metered shall not be subject to Multi-Family Residential Housing CIAC, but shall be assessed for the cost of extensions and connections in accordance with paragraph 1A.~~

~~III. For new single-family residences not in a development customers served by the local facilities will pay the Company 100% of the cost differential associated with any premium services requested.~~

~~Line extension cost estimates should not include costs normally incurred by the utility to maintain, protect, or upgrade its distribution system. Nor should system improvements required for the general distribution system that serves multiple customers, which are driven by the customer's load addition, be factored into the line extension calculations.~~

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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.

Customers requesting new or expanded 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 or underground infrastructure) and first floor elevations before the Company can develop a plan of service and prepare a construction cost estimate.

The Company will determine the modifications to the Company's transmission and/or distribution facilities required to provide for a 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.

Upon receipt of the necessary information from the customer, the Company will exercise its best efforts to expedite the entire process for developing a service plan and preparing a cost estimate.

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.

Definitions Used in This Section

1. "Basic service plan" means the least cost line extension design using sound engineering practices which meet and/or exceed the National Electrical Safety Code and the Company's construction standards.
2. "Contribution in aid of construction or CIAC" means any amount of money or property contributed to the Company to the extent that the purpose of the contribution is to provide for line extensions for new or expanded customer loads.
3. "Cost estimate" means the detailed projected expenditure, including material costs and overhead, equipment costs and overhead, labor costs and overhead, and all taxes associated with each major material and service component, required for a line extension. It shall also separately identify any incremental costs associated with providing premium services. The Company may, for the purpose of standardization, establish standard construction cost estimates, for basic or premium service plans, which shall not exceed, in any event, the average cost of constructing such line extensions in the area involved, in which case the term "cost estimate" as used in this section will be understood to mean the standard estimate thus established.

(Continued on Sheet No. 3-18)

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P.U.C.O. NO. 19

TERMS AND CONDITIONS OF SERVICE

4. "Line extension" means the provision of facilities (including, but not limited to, poles, fixtures, wires, and appurtenances) necessary for delivering electrical energy from the point of origin to one or more of the customer's points of delivery. Facilities provided by the Company to maintain, protect, upgrade, or improve its overall distribution system (even if necessary due to a customer's load addition) are not considered part of a line extension.
5. "Multifamily installation" means any line extension to a new residential dwelling that will have two or more dwelling units, where each unit has a separate account for electric service.
6. "Permanent" means 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 that is approved for installation on a foundational support that is either a mortared masonry pier/column configuration, a poured concrete slab, or a poured concrete footer and mortared masonry walls on the perimeter of the structure.
7. "Point of origin" means the point where a line extension under this rule connects with and receives energy from any existing transmission or distribution equipment. The point of origin shall be the nearest practical point to the customers to be served by the line extension at which the appropriate voltage level is available.
8. "Premium service" includes, but is not limited to, customer-requested oversizing of facilities, underground construction, three-phase residential service, and any customer request that is in excess of standard construction and requirements necessary to provide electric service to the customer.

Line Extensions

1. For line extensions to residential single family homes, both individual homes and homes in a development, unless noted otherwise, the following shall apply:
 - a. The Company shall be responsible for all costs, excluding the incremental costs of premium services (the sum of the Company's cost to provide the premium installation minus the Company's cost of a standard, single-phase installation), up to five thousand dollars.
 - b. The customer shall be responsible for the incremental costs of premium services prior to the start of construction.
 - c. The customer shall make arrangements with the Company for the payment of the non-premium line extension costs that exceed five thousand dollars. The Company shall afford the nondeveloper, individual homeowner the option of paying those costs, plus carrying costs, on a prorated monthly basis for up to fifty months.

(Continued on Sheet No. 3-19)

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P.U.C.O. NO. 19

TERMS AND CONDITIONS OF SERVICE

2. For line extensions to residential, non-master-metered, multifamily installations (two or more units) the following shall apply:
- a. The Company shall be responsible for all costs, excluding the incremental costs of premium services (the sum of the Company's cost to provide the premium installation minus the Company's cost of a standard, single-phase installation), up to twenty-five hundred dollars per unit.
 - b. The customer shall be responsible for the incremental costs of premium services prior to the start of construction.
 - c. The customer shall make arrangements with the Company for the payment of the non-premium line extension costs that exceed twenty-five hundred dollars per unit.
3. For line extensions to nonresidential customers the following shall apply:
- a. The Company shall be responsible for sixty per cent of the total cost of the line extension, excluding the incremental costs of premium services (the sum of the Company's cost to provide the premium installation minus the Company's cost to install, in accordance with good utility practice, a standard line extension to the project).
 - b. The customer shall be responsible for forty per cent of the total cost of the line extension plus the incremental costs of premium services prior to the start of construction.
 - c. If a substation is required as part of the line extension project to a customer, the customer shall be given the option of building (pursuant to all applicable electrical standards), owning, and maintaining such substation.
4. The payment for premium services and for the cost of residential construction in excess of the limits of five thousand dollars for single-family residences and twenty-five hundred dollars per unit for multifamily residences shall be considered as contribution in aid of construction (CIAC) and shall be grossed-up by the effect of applicable taxes.
5. Costs attributed to land clearance activity, trenching, and backfilling required for the installation of line extension facilities on the customer's property are the responsibility of the customer.
6. All line extensions shall be the property of and shall be operated and maintained by the Company.
7. 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. 3-20)

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TERMS AND CONDITIONS OF SERVICE

8. Any customer who paid to the Company a CIAC, other than for premium services, may be entitled to a refund of a portion of the CIAC paid in accordance with the following:

- a. If any new customer, within fifty months of the completion of a line extension project for which an existing customer has paid to the Company a CIAC, utilizes all or part of the facilities for which the CIAC has been paid, the existing customer who paid the CIAC may 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 and original customer.
- b. If any new additional customer, within fifty months of the completion of the line extension project for which existing customers have paid to the Company a CIAC, utilizes all or part of the facilities for which a CIAC has been paid, any existing customers who paid the CIAC may also be entitled to a refund.
- c. Any refunds made under a. or b., above shall be after payment has been received from the new customer.

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P.U.C.O. NO. 19

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

When the Company receives notice from an existing customer that distribution service is to be discontinued, or from a prospective customer that an existing distribution service is to be transferred into the prospective customer's name, the Company will, within three (3) business days, determine the meter reading for the final distribution bill to the existing customer. Such determination shall be made either by estimation or, upon customer request, by an actual meter reading. 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 distribution bill by the former customer, unless the former customer continues to be a consumer of electric service at that premise.

9. 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 Electrical 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 distribution 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.

10. SERVICE CONNECTION

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TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

The Company will, when requested to furnish distribution service, designate the location of its service connection. The customer's wiring must, except for those cases listed below, be brought out of the building in an approved manner from the main service disconnect to 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. The point of service drop attachment shall be as high as the construction of the building will permit, but not more than twenty-five (25) feet nor less than twelve (12) feet from the ground (see National Electric Code for vertical clearance requirements of service drop conductors) 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 eighteen (18) inches from the weatherhead on the end of the 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. 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 distribution service 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.

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TERMS AND CONDITIONS OF
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~~Where distribution 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 for 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.~~

In areas served by an overhead distribution system, an overhead service shall be provided by the Company from the Company's distribution system extending one span (approximately 100 feet) toward the customer's facilities. 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. Rights-of-way or easements necessary for the installation of said service (including private railway wire crossings permits) shall be provided by the customer.

A nonresidential customer desiring an underground service shall, at the customer's expense, install and maintain the necessary service wires, duct work, manholes, vaults and connection boxes in an approved manner from the main entrance switch in the building to a service point designated by the Company, from which connection is to be made. Such underground service will be designed and installed as a continuous run of conductors which shall conform to Company specifications.

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.

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.

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11. 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 4160, 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.

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 nominal 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.

12. 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 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.

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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.

~~18. EXTENSION OF SERVICE~~

~~The electrical facilities of the Company will be extended or be expanded to supply distribution service when the revenue is sufficient to justify the cost of making such additions, or in lieu of sufficient revenue the Company may require a long term contract and/or contribution, monthly minimum charge, definite and written guarantees, from a customer or group of customers in addition to any minimum payment required by the appropriate open access distribution 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 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 revenue to be derived under the provisions of the applicable open access distribution schedule 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 distribution 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 serve 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 revenues of the customers as determined under the applicable open access distribution schedule, 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.~~

~~19. EXTENSION OF RURAL LINES~~

~~The Company recognizes and makes available the rural line extension plan specified in Chapter 4901:1-9-07 - Rules, Regulation and Practices for the Construction of Electric Line Extensions in Rural Territory, of the Ohio Administrative Code as amended from time to time.~~

(Continued on Sheet No. 3-15D)

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20. TEMPORARY SERVICE

The Company will supply temporary distribution service when it has available unsold capacity in its lines and transformers. Customers who have seasonal operations at permanent locations, or who have other sources of energy supply not requiring distribution service from the Company and desire distribution service for standby or breakdown purposes, must contract for permanent distribution service under an open access distribution 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 distribution 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-for~~ salvageable material and ~~to-for~~ facilities to be used in subsequent permanent service. Charges for the following categories of temporary service are fixed as follows:

Service requiring only reading-in and reading-out an existing meter \$ 23.50
Single-phase 120/240 volt service from permanent source, up to
100 Ampere Capacity \$204.00

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.

Temporary distribution service supplied for a period less than one (1) full month will be billed on the basis of a full month's schedule billing under the applicable open access distribution schedule, including the minimum charge if applicable.

21. LOCATION AND MAINTENANCE OF COMPANY'S EQUIPMENT

As required to provide distribution service to a customer, the Company shall have the right to construct and maintain its poles, lines, circuits and other necessary facilities on the customers 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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22. USE OF ENERGY BY CUSTOMER

The schedules for open access distribution service given herein are classified by the character of use of such service 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 distribution service contract upon the same or another open access distribution 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 distribution service under the terms of the open access distribution schedule elected by the customer.

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27. EXTENSION OF LOCAL FACILITIES

I. ~~The Company's actual cost of extending local facilities ("Local Facilities" are 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 below. This includes the installation of new or expanded equipment but does not include the maintenance or repair of existing equipment) 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 will pay 100% of the cost differential associated with any premium services requested, as a Contribution in Aid of Construction (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 are assessed against the developer and the end-use customers. Premium service requested for the primary voltage "backbone" electrical facilities are the local facilities for which the developer is responsible. Premium service requested for 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.~~

~~II. The Company's actual cost of extending local facilities to serve new single family and multi-family residential developments ("Development" is a tract of land which is subdivided into parcels and/or includes more than one end-use customer, and where the developer makes significant infrastructure improvements such as paved streets, curbs, sidewalks and water and sewer systems) will be recovered in the following manner:~~

~~A. For all residential single family housing developments, developers/builders will pay 100% of the cost differential associated with any premium services requested, as a CIAC, and said payment will be grossed up for taxes and the developer/builder will pay the total grossed-up amount. In addition, developers/builders will pay the cost differential for underground service laterals.~~

~~B. For all multi-family housing developments, in which each unit is individually metered by the Company, the developer/builder will pay 100% of the cost differential associated with any premium services requested, as a CIAC, and said payment will be grossed up for taxes and the developer/builder will pay the total grossed-up amount.~~

~~For purposes of this tariff a multi-family project shall be any building 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.~~

~~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.~~

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~~C. Multi-Family Residential Housing Developments which are master metered shall not be subject to Multi-Family Residential Housing CIAC, but shall be assessed for the cost of extensions and connections in accordance with paragraph 1A.~~

~~III. For new single-family residences not in a development customers served by the local facilities will pay the Company 100% of the cost differential associated with any premium services requested.~~

~~Line extension cost estimates should not include costs normally incurred by the utility to maintain, protect, or upgrade its distribution system. Nor should system improvements required for the general distribution system that serves multiple customers, which are driven by the customer's load addition, be factored into the line extension calculations.~~

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27. 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.

Customers requesting new or expanded 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 or underground infrastructure) and first floor elevations before the Company can develop a plan of service and prepare a construction cost estimate.

The Company will determine the modifications to the Company's transmission and/or distribution facilities required to provide for a 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.

Upon receipt of the necessary information from the customer, the Company will exercise its best efforts to expedite the entire process for developing a service plan and preparing a cost estimate.

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.

Definitions Used in This Section

1. "Basic service plan" means the least cost line extension design using sound engineering practices which meet and/or exceed the National Electrical Safety Code and the Company's construction standards.
2. "Contribution in aid of construction or CIAC" means any amount of money or property contributed to the Company to the extent that the purpose of the contribution is to provide for line extensions for new or expanded customer loads.
3. "Cost estimate" means the detailed projected expenditure, including material costs and overhead, equipment costs and overhead, labor costs and overhead, and all taxes associated with each major material and service component, required for a line extension. It shall also separately identify any incremental costs associated with providing premium services. The Company may, for the purpose of standardization, establish standard construction cost estimates, for basic or premium service plans, which shall not exceed, in any event, the average cost of constructing such line extensions in the area involved, in which case the term "cost estimate" as used in this section will be understood to mean the standard estimate thus established.

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4. "Line extension" means the provision of facilities (including, but not limited to, poles, fixtures, wires, and appurtenances) necessary for delivering electrical energy from the point of origin to one or more of the customer's points of delivery. Facilities provided by the Company to maintain, protect, upgrade, or improve its overall distribution system (even if necessary due to a customer's load addition) are not considered part of a line extension.
5. "Multifamily installation" means any line extension to a new residential dwelling that will have two or more dwelling units, where each unit has a separate account for electric service.
6. "Permanent" means 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 that is approved for installation on a foundational support that is either a mortared masonry pier/column configuration, a poured concrete slab, or a poured concrete footer and mortared masonry walls on the perimeter of the structure.
7. "Point of origin" means the point where a line extension under this rule connects with and receives energy from any existing transmission or distribution equipment. The point of origin shall be the nearest practical point to the customers to be served by the line extension at which the appropriate voltage level is available.
8. "Premium service" includes, but is not limited to, customer-requested oversizing of facilities, underground construction, three-phase residential service, and any customer request that is in excess of standard construction and requirements necessary to provide electric service to the customer.

Line Extensions

1. For line extensions to residential single family homes, both individual homes and homes in a development, unless noted otherwise, the following shall apply:
 - a. The Company shall be responsible for all costs, excluding the incremental costs of premium services (the sum of the Company's cost to provide the premium installation minus the Company's cost of a standard, single-phase installation), up to five thousand dollars.
 - b. The customer shall be responsible for the incremental costs of premium services prior to the start of construction.
 - c. The customer shall make arrangements with the Company for the payment of the non-premium line extension costs that exceed five thousand dollars. The Company shall afford the nondeveloper, individual homeowner the option of paying those costs, plus carrying costs, on a prorated monthly basis for up to fifty months.

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2. For line extensions to residential, non-master-metered, multifamily installations (two or more units) the following shall apply:
 - a. The Company shall be responsible for all costs, excluding the incremental costs of premium services (the sum of the Company's cost to provide the premium installation minus the Company's cost of a standard, single-phase installation), up to twenty-five hundred dollars per unit.
 - b. The customer shall be responsible for the incremental costs of premium services prior to the start of construction.
 - c. The customer shall make arrangements with the Company for the payment of the non-premium line extension costs that exceed twenty-five hundred dollars per unit.
3. For line extensions to nonresidential customers the following shall apply:
 - a. The Company shall be responsible for sixty per cent of the total cost of the line extension, excluding the incremental costs of premium services (the sum of the Company's cost to provide the premium installation minus the Company's cost to install, in accordance with good utility practice, a standard line extension to the project).
 - b. The customer shall be responsible for forty per cent of the total cost of the line extension plus the incremental costs of premium services prior to the start of construction.
 - c. If a substation is required as part of the line extension project to a customer, the customer shall be given the option of building (pursuant to all applicable electrical standards), owning, and maintaining such substation.
4. The payment for premium services and for the cost of residential construction in excess of the limits of five thousand dollars for single-family residences and twenty-five hundred dollars per unit for multifamily residences shall be considered as contribution in aid of construction (CIAC) and shall be grossed-up by the effect of applicable taxes.
5. Costs attributed to land clearance activity, trenching, and backfilling required for the installation of line extension facilities on the customer's property are the responsibility of the customer.
6. All line extensions shall be the property of and shall be operated and maintained by the Company.
7. 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.

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8. Any customer who paid to the Company a CIAC, other than for premium services, may be entitled to a refund of a portion of the CIAC paid in accordance with the following:

- a. If any new customer, within fifty months of the completion of a line extension project for which an existing customer has paid to the Company a CIAC, utilizes all or part of the facilities for which the CIAC has been paid, the existing customer who paid the CIAC may 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 and original customer.
- b. If any new additional customer, within fifty months of the completion of the line extension project for which existing customers have paid to the Company a CIAC, utilizes all or part of the facilities for which a CIAC has been paid, any existing customers who paid the CIAC may also be entitled to a refund.
- c. Any refunds made under a. or b., above shall be after payment has been received from the new customer.

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Explanation for Proposed Tariff Changes

This filing is designed to make changes to the Companies' Line Extension and certain related Terms and Conditions of Service which reflect new rules approved in the Commission's May 6, 2009, Entry on Rehearing in Case No. 06-653-EL-ORD.