

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

the Matter of the Application of)	
Ohio Power Company for Authority to)	Case No. 13-2385-EL-SSO
Establish a Standard Service Offer)	
Pursuant to §4928.143, Ohio Rev. Code,)	
in the Form of an Electric Security Plan.)	
In the Matter of the Application of)	
Ohio Power Company for Approval of)	Case No. 13-2386-EL-AAM
Certain Accounting Authority)	

DIRECT TESTIMONY OF
STACEY D. GABBARD
IN SUPPORT OF AEP OHIO’S
ELECTRIC SECURITY PLAN

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STACEY D. GABBARD

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BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO
DIRECT TESTIMONY OF
STACEY D. GABBARD
ON BEHALF OF
OHIO POWER COMPANY

1 **PERSONAL DATA**

2 **Q. WHAT IS YOUR NAME AND BUSINESS ADDRESS?**

3 A. My name is Stacey D. Gabbard, and my business address is 1 Riverside
4 Plaza, Columbus, Ohio 43215.

5 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

6 A. I am employed by American Electric Power Service Corporation
7 (“AEPSC”) dba AEP (the “Company”). My position title is Manager of
8 Customer Choice Processes and Systems. I assumed this position in April
9 2012. In that capacity, I am responsible for business and operational
10 support of AEP operating companies that serve customers in states with
11 deregulation. As part of this function, I am also responsible for daily
12 Electronic Data Interchange (“EDI”) market translation operations, and
13 representing AEP operating companies in market working groups such as
14 the Ohio EDI Working Group (OEWG) and the Ohio Market
15 Development Working Group (MDWG). In addition, I am responsible for
16 daily settlement load calculations for AEP’s jurisdictions within the PJM
17 RTO, Sarbanes – Oxley control design and execution for Choice
18 processes, development of new business process design and process
19 improvement, and working with AEP’s IT organization in providing

1 system improvements and maintenance for Choice-related systems in the
2 four states where AEP serves that have undergone deregulation.

3 **Q. WHAT IS YOUR EDUCATIONAL AND PROFESSIONAL**
4 **BACKGROUND?**

5 I graduated from The University of Tulsa with a Bachelor of Science
6 Degree in Psychology, and received a Master's Degree in Business
7 Administration with an emphasis in Finance, also from The University of
8 Tulsa. In 2004 I attended the AEP Strategic leadership Program at The
9 Ohio State University. I began my career in Oklahoma with Public Service
10 Company of Oklahoma in 1990 as a meter reader, and later a meter
11 connect and disconnect representative. I moved from field operations into
12 Operations Analysis for Central and Southwest Corporation ("CSW") as a
13 Business Analyst in 1996, supporting business process design and
14 automation of work management and large-power billing processes in
15 support of Texas deregulation. I was also responsible for standardization
16 of front and back-office processes in support of our implementation of
17 inter-queued call centers. In 2003, after the merger between CSW and
18 AEP, I was appointed Supervisor of Other Accounts Receivables. In this
19 position I was responsible for the oversight, reporting, billing and
20 collections of non-electric receivables for all of AEP's seven operating
21 companies. From 2004 to March of 2012, I served as Manager of Special
22 Billing & Meter Translation, where I was responsible for AEP's large
23 power and complex billings, MV90 meter translation system support and

1 operations, Load Research Operations, and national account EDI
2 translation.

3 **Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE A**
4 **REGULATORY AGENCY?**

5 A. Yes. I have testified before the Public Utilities Commission of Ohio in
6 Case Nos. 13-2385-EL-SSO, et al.

7 **Q. ARE YOU SUPPORTING ANY EXHIBITS?**

8 A. Yes, I am supporting the following exhibits:

- 9 1. Exhibit SDG-01 – Redline Electrical Distribution
10 Company/Competitive Retail Electric Service Provider Agreement
- 11 2. Exhibit SDG-02 – Appendix A to the EDU/CRES Agreement
- 12 3. Exhibit SDG-03 – Redline Terms and Conditions of Open Access
13 Distribution Service

14 **PURPOSE OF TESTIMONY**

15 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

16 A. The purpose of my testimony is to discuss necessary changes to AEP
17 Ohio's Open Access Distribution (OAD) Terms and Conditions (T&C's),
18 and AEP Ohio's Competitive Retail Electric Service Provider Agreement
19 (CRES Provider Agreement) For Ohio Power Company's Ohio Retail
20 Access Program.

21 There have been several changes in regulatory requirements, system
22 enhancements and process efficiencies in the market that should be
23 reflected in these documents. Likewise, there are further benefits in

1 merging multiple documents into one CRES Provider Agreement that will
2 provide efficiencies for Competitive Retail Electric Service (CRES)
3 providers, thus making market entry and yearly renewal much more
4 streamlined.

5 **Q. WHAT IS THE BASIS FOR UPDATING THE OPEN ACCESS**
6 **TERMS AND CONDITIONS OF SERVICE?**

7 A. The intention of these changes is to adopt best practices of other electric
8 distribution utilities (EDUs) by incorporating several provisions
9 previously approved by the Commission for those EDUs, providing
10 greater transparency and certainty for CRES providers as well as for AEP
11 Ohio. The proposed changes reflect subsequent PUCO rulings and other
12 utility standards. The Company continues to strive toward transparent and
13 efficient operations to support retail choice in its service territory and to
14 protect rate payers. AEP Ohio's existing Open Access Distribution
15 (OAD) Terms and Conditions (T&C's) of Service are outdated and not
16 sufficiently sophisticated to effectively continue to support the needs of an
17 ever-evolving competitive retail market.

18 **Q. DO THE UPDATES TO THESE DOCUMENTS ALLOW**
19 **ADDITIONAL CHARGES OR INCREASES TO CRES**
20 **PROVIDERS OR CUSTOMERS?**

21 A. There are no new charges or rates as a result of the proposed changes to
22 the OAD T&C's or CRES Provider Agreement.

1 **CHANGES IN REGULATORY REQUIREMENTS**

2 **Q. ARE YOU PROPOSING TO MAKE CHANGES TO THE T&C'S**
3 **TO ADDRESS CHANGES IN HOW SWITCHING FEES ARE**
4 **HANDLED?**

5 A. Yes. In Case No. 11-346-EL-SSO et al., effective January 1, 2014, the
6 Public Utilities Commission of Ohio approved a reduction in the switch
7 fee to \$5. In addition, AEP Ohio bills this fee directly to the supplier who
8 can then choose if they will pay the fee or pass along the fee to the
9 customer. I propose changes to paragraph twenty six (26) of the T&C's to
10 address these changes.

11 **Q. ARE CUSTOMERS STILL SUBJECT TO A MINIMUM STAY**
12 **WITH AEP OHIO?**

13 A. No. In Case No. 11-346-EL-SSO et al., the minimum stay provision was
14 eliminated as of December 31, 2014. Therefore I propose to remove the
15 appropriate language in paragraph thirty (30) of the T&C's.

16 **Q. DOES AEP OHIO CHARGE CUSTOMERS A TRANSMISSION**
17 **CHARGE?**

18 A. Yes. As of June 1, 2015 consistent with Case No. 13-2385-EL-SSO, the
19 AEP Ohio Electric Security Plan III ruling ("ESP III"), AEP Ohio is
20 responsible for certain transmission related charges that were previously
21 the responsibility of CRES providers. This practice better aligns AEP
22 Ohio's transmission cost recovery mechanism with the other electric
23 distribution utilities in Ohio. CRES providers must indicate approval of

1 identified charges using the Billing Line Item Transfer tool on the PJM
2 website. Modifications to the T&C's document have been made to reflect
3 these changes.

4 **SYSTEM CHANGES AND ENHANCEMENTS**

5 **Q. ARE CRES LOGOS NOW INCLUDED ON AEP OHIO**
6 **CUSTOMER BILLS?**

7 A. AEP Ohio enhanced our summary consolidated bill format in September
8 2015 to make it easier for customers to read their bills and discern whether
9 a charge is from a generation supplier or AEP Ohio. As a result of AEP
10 Ohio's participation in the Market Development Working Group
11 (MDWG), and discussions with the PUCO and their subsequent approval,
12 AEP Ohio has included CRES logos on the utility bill. To take advantage
13 of this enhancement, CRES providers submit a graphic which meets
14 specific size and quality requirements. This allows CRES providers to
15 easily 'brand' themselves to their customers. Changes in the CRES
16 Provider Agreement have been recommended to accommodate this new
17 process.

18 **Q. HAS AEP OHIO MADE ANY UPDATES TO THE PRE-**
19 **ENROLLMENT CUSTOMER INFORMATION LIST?**

20 A. Yes. Not only has AEP Ohio made the pre-enrollment customer
21 information list available as a download on the Business Partner Portal
22 website, but the frequency with which we refresh the list has increased.
23 The pre-enrollment customer information list has also been enhanced with

1 the addition of two flags which will assist CRES providers with their
2 recruitment efforts. The new flags identify net metered customers and
3 mercantile customers. We now also populate the pre-enrollment customer
4 information list with current and future customer Peak Load Capacity
5 (PLC) values as they become available. PLC values are calculated at the
6 end of each year but are not effective until the following June. CRES
7 Providers have expressed value in having these available for marketing
8 purposes. I am proposing new language in the T&C's to address these
9 changes.

10 **Q. HAVE CHANGES BEEN MADE TO THE CRES PROVIDER**
11 **REGISTRATION PROCESS?**

12 A. Yes. In an effort to streamline the CRES provider registration process with
13 AEP Ohio, the EDU/CRES Provider Agreement is being combined with
14 the EDI Agreement, Consolidated Billing Addendum, and Rate Ready
15 Addendum into one document. This will aid CRES providers' entry into
16 the competitive market in AEP Ohio's service territory. Over time, as
17 AEP Ohio has offered new functionality supporting the market, additional
18 agreements were required to support the new functionality. These
19 documents should be streamlined to simplify the process, which this
20 change does.

21 **Q. WILL THE NEWLY PROPOSED OAD TERMS AND**
22 **CONDITIONS OF SERVICE BENEFIT CRES SUPPLIERS?**

1 **A.** Yes. The OAD T&C's have been updated to assist in the development of a
2 more robust market in the AEP Ohio service territory to facilitate a greater
3 volume of customers switching. Unreasonable barriers to competition
4 have been removed allowing CRES providers more flexibility as they
5 market to potential customers. AEP Ohio believes the proposed OAD
6 T&C's satisfy the PUCO's desire to help Ohioans explore options that will
7 reduce their energy costs.

8 **Q. ARE THERE OTHER CHANGES TO THE T&C'S RELATED TO**
9 **OTHER SYSTEM ENHANCEMENTS OR CREDIT PRACTICES?**

10 **A.** Yes. AEP Ohio offers both bill-ready and rate-ready consolidated billing
11 options. I recommend additions to the document to reflect these changes
12 in billing options for the CRES providers. Furthermore, there are more
13 detailed credit policies and procedures AEP Ohio utilizes, which are
14 detailed in the T&C's document.

15 **SETTLEMENT PROCESSES**

16 **Q. HAS AEP OHIO ADDED TRANSPARENCY INTO ITS PJM**
17 **SETTLEMENT AND CALCULATION PROCESSES?**

18 **A.** Yes. In 2015 AEP Ohio updated its settlements policies and calculation
19 methodologies and combined them into a single document entitled "Ohio
20 Choice Market Settlement Policies & Procedures," providing greater detail
21 and transparency into the settlements process. This document, which has
22 been well received by the CRES provider community, can be found on the
23 CRES provider webpage of the AEP Ohio website and contains the

1 calculation processes for Transmission and Capacity obligations, Weather
2 Normalization, and Unaccounted For Energy (UFE).

3 **Q. WITH REGARD TO THE SETTLEMENT OF CRES ENERGY**
4 **OBLIGATIONS AT PJM, DO YOU RECOMMEND ANY**
5 **MODIFICATIONS TO EITHER THE T&C'S OR CRES**
6 **PROVIDER AGREEMENT DOCUMENTS?**

7 **A.** Yes, I recommend changes to both documents to address clarifications
8 needed reflecting settlement policies at PJM. Though attempts have been
9 made in PJM working groups to implement a settlement process for errors
10 found outside of the 60-day final energy settlement (PJM "Settlement B"),
11 those attempts to establish a PJM "Settlement C" have been halted. In
12 other words, at this time, correction of errors in metering or system
13 calculations are limited to the 60-day final energy settlement period, and
14 other errors not found within that time frame are settled through
15 Unaccounted For Energy (UFE) within the final 60-day settlement
16 process.

17 **Q. WHAT IS UNACCOUNTED FOR ENERGY (UFE), AND WHAT**
18 **FUNCTION DOES IT PLAY IN THE SETTLEMENT PROCESS?**

19 **A.** Unaccounted For Energy (UFE) is hourly adjustments to settlement loads,
20 which proportionally shares with all market participants system load
21 calculation variances between generation-level loads, versus the sum of
22 metered loads, so that generators in the market are made whole for the
23 energy they provide into the market. It is important to note that any error

1 in the settlement process is addressed as a function of UFE, which
2 includes theft, metering error and error in load profiling of monthly-
3 metered mass market customers. All market participants share in the error
4 amount proportional to their hourly load share in the market.

5 **Q. WHAT CLARIFICATIONS TO AEP OHIO'S PJM SETTLEMENT**
6 **PROCESS DO YOU RECOMMEND?**

7 **A.** I propose a modification to both AEP Ohio's Open Access Distribution
8 (OAD) Terms and Conditions (T&C's) and to AEP Ohio's CRES Provider
9 Agreement For Ohio Power Company's Ohio Retail Access Program to
10 recognize the limitations of PJM's energy market, which confines energy
11 metering and system error corrections to the 60-day final settlement true-
12 up period. More specifically, there is currently no defined path to resettle
13 errors discovered after the 60-day final settlement true-up period. PJM
14 does support the exchange of debits and credits among market participants
15 on their bills, but only where all affected participants reach bilateral
16 agreements between each other. Accordingly, errors that require
17 corrections to UFE for prior periods to the 60-day final settlement true-up
18 require consensus of over forty CRES providers in AEP Ohio's load zone,
19 which is logistically challenging without more structure from PJM.

20 **Q. DOES THIS IMPACT STANDARD SERVICE OFFER (SSO)**
21 **CUSTOMERS?**

22 **A.** No. Existing tariffs govern how AEP Ohio handles errors for SSO
23 customers, which establish limits on rebilling periods, both for overbilling

1 and under-billing corrections. Likewise, non-generation “wires” charges
2 for OAD customers also are unaffected, as they are also regulated by
3 existing tariffs.

4 **Q. DOES THIS CHANGE BENEFIT CUSTOMERS?**

5 **A.** Yes. This change establishes a clear policy for CRES providers as part of
6 the CRES Provider Agreement, and prevents suppliers from billing
7 customers for prior-period energy usage amounts not settled in the PJM
8 market, and for which there is no path for resettlement.

9 **Q. DOES AEP HAVE CONTROLS IN PLACE TO PREVENT**
10 **ERRORS OF THIS MAGNITUDE?**

11 **A.** Yes, AEP utilizes both detective and preventative systematic controls in
12 metering, billing and settlement systems that are designed to assure
13 accuracy of processes impacting customers and market participants.
14 These controls, as mentioned, are designed to allow AEP to identify and
15 correct errors within the PJM 60-day energy true-up period.

16 **SUMMARY AND CONCLUSION**

17 **Q. PLEASE SUMMARIZE YOUR TESTIMONY.**

18 **A.** AEP Ohio has implemented numerous efficiencies in support of a
19 competitive Choice market in Ohio, such as efficiencies in EDI
20 processing, placing CRES provider logos on consolidated bills, additional
21 transparency in the settlement process, and implementation of
22 consolidated billing options. Furthermore, AEP Ohio continues to look
23 for areas to provide not only efficiencies, but additional benefits to

1 customers, such as improvements in the settlement process. As the ESP
2 extension will span numerous years, it is important to update various
3 schedules to reflect not only these efficiencies, but prepare for the future
4 evolution of Choice in Ohio.

5 **Q. DOES THIS CONCLUDE YOUR PRE-FILED DIRECT**
6 **TESTIMONY?**

7 A. Yes

**ELECTRIC DISTRIBUTION COMPANY/
COMPETITIVE RETAIL ELECTRIC SERVICE PROVIDER AGREEMENT
FOR OHIO POWER COMPANY'S
OHIO RETAIL ACCESS PROGRAM**

THIS AGREEMENT is made and entered into effective as of _____, 20__, (the "Effective Date") between Ohio Power Company, an Ohio Corporation ("Company") and _____, a _____ ("CRES Provider"). The Company and the CRES Provider are sometimes herein referred to singularly as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, the Company is a public utility, subject to the jurisdiction of the Public Utilities Commission of Ohio ("PUCO") as to retail electric service provided within its Ohio service territory; and

WHEREAS, the CRES Provider intends to offer and sell one or more competitive retail energy electric services approved as part of the Company's Choice Program ("Competitive Retail Electric Energy Services"); and

WHEREAS, an agreement between the Company and the CRES Provider is needed as part of the Company's CRES Provider registration process to establish and govern the business relationship between the Parties under the Company's Choice Program.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, and subject to the terms and conditions herein contained, the Parties hereby agree as follows:

Article 1. Definitions.

1.1 Whenever used herein, the following terms shall have the respective meanings set forth below, unless a different meaning is plainly required by the context:

- A. "Agreement" shall mean this Electric Distribution Company/Competitive Retail Electric Service Provider Agreement for Ohio Power Company's Ohio Retail Access Program.
- B. "Business Day" shall mean any calendar day or computer processing day in the Eastern U.S. time zone, on which the general office of the Company is open for business with the public.

- C. "Choice Program" shall mean the program implemented by the Public Utilities Commission of Ohio to provide electric utility customers with choice pursuant to Am. Sub. S. B. No. 3.
- D. "Company's Retail Tariff" shall mean the Company's tariff on file with the PUCO, including all standard terms and conditions of service, terms and conditions of service for Choice Program participants, and open access distribution rate schedules.
- E. "AEPCH" shall mean the Clearing House operated by the Company's service company or designee, which coordinates and communicates data related to such things as, but not limited to, enrollment and switching, estimation and reconciliation, settlement, and billing and reporting.
- ~~EF.~~ "CRES" shall mean Competitive Retail Electric Service.
- G. "EBT" shall mean electronic business transactions.
- ~~FH.~~ "EDI" shall mean electronic data interchange.
- GI. "FERC" shall mean the Federal Energy Regulatory Commission or any successor thereto.
- ~~H.~~ ~~"AEPCH" shall mean the Market Data ClearingHouse operated by AEP, which coordinates and communicates data related to such things as, but not limited to, enrollment and switching, estimation and reconciliation, settlement, and billing and reporting.~~
- ~~H.~~ "PJM" shall mean PJM Interconnection LLC
- K. "PJM OATT" shall mean The Open Access Transmission Tariff of the PJM Interconnection LLC or any successor thereto, on file with the FERC.
- ~~IL.~~ "PUCO" or "Commission" shall mean Public Utilities Commission of Ohio.
- M. "VAN" or "VANS" shall mean a value added network used for electronic data interchange

- 1.2 Additional definitions controlling this Agreement are contained in the PUCO rules and orders and/or the Company's ~~Terms and Conditions and Rate Schedules (Retail Tariff)~~, or appear in subsequent parts of this Agreement, as required.

- 1.3 Unless the context plainly indicates otherwise, words imparting the singular number shall be deemed to include the plural number (and vice versa); terms such as "hereof," "herein," "hereunder" and other similar compounds of the word "here" shall mean and refer to the entire Agreement rather than any particular part of the same.

Article 2. Scope of Agreement.

- 2.1 The Parties named in this Agreement are bound by the terms set forth herein and otherwise incorporated herein by reference.
- 2.2 This Agreement shall govern the business relationship between the Parties and constitutes a part of the Company's registration process, the successful completion of which is necessary before the CRES Provider is authorized to begin providing one or more Competitive Retail Electric -Energy Services in the Company's Ohio service territory.
- 2.3 This Agreement does not cover any transmission or ancillary services that are necessary to provide any Competitive Retail Electric Service. Any such services shall be obtained, either by the CRES Provider or its customer, in accordance with PJM's OATT, as required by the Company's Retail Tariff.
- 2.4 The Company's Retail Tariff is incorporated herein by reference and made a part hereof.
- 2.5 The Company's Electronic Data Interchange Standards as set forth in Appendix A is incorporated herein and made a part hereof.

Article 3. Representations and Warranties.

- 3.1 The CRES Provider represents and warrants that it is a _____, duly organized, and -validly existing and in good standing under the laws of the State of _____, and that it is authorized to do business, and is in good standing, in the State of Ohio.
- 3.2 The CRES Provider represents and warrants that it has completed all required actions relative to membership in PJM ~~Interconnection LLC~~ and is authorized by PJM ~~Interconnection LLC~~ to transact business with regard to transmission

service.

- 3.3 Each person executing this Agreement for the respective Parties expressly represents and warrants that he or she has authority to bind the entity on whose behalf this Agreement is executed.
- 3.4 Each Party represents and warrants that (a) it has the full power and authority to execute this Agreement and to fulfill its terms and conditions; (b) the execution and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party; and (c) this Agreement constitutes such Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.
- 3.5 Each Party represents and warrants that there are no actions at law, suits in equity, proceedings or claims pending or threatened against it before any federal, state, foreign or local court, tribunal or government agency or authority that might materially delay, prevent or hinder the performance of its obligations hereunder.
- 3.6 Each Party represents and warrants that it is and shall remain in compliance with all applicable laws and tariffs, including, without limitation, applicable rules and regulations of the Commission.
- 3.7 The CRES Provider represents and warrants that it has obtained a certification from the PUCO to provide one or more Competitive Retail Electric Services to retail customers located within the Company's service territory under the Choice Program, and that it will maintain that certification in good standing throughout the life of this Agreement.
- 3.8 The CRES Provider represents and warrants that the information provided by the CRES Provider in the Provider Registration Application is true and accurate. The CRES Provider further represents and warrants that, within 21 days of becoming aware of such facts, it will notify the Company in writing, in accordance with Article ~~16-18~~ hereof, if there are any changes in the financial or credit information supplied to the Company on the CRES Provider's Registration Application, or if there are any material changes to any other information supplied on that Application.
- 3.9 The CRES Provider represents and warrants that it will obtain and maintain written authorization from each of its customers or prospective customers before it seeks to obtain from the Company that customer's historical demand and energy usage data.

- 3.10 If either Party learns that any of the representations and/or warranties contained in this Agreement has been violated or are false or misleading in any material respect when made or deemed made or repeated, such Party shall immediately notify the other Party in writing.
- 3.11 All representations and warranties contained in this Article shall continue for the term of this Agreement.

Article 4. Obligations of the Parties.

- 4.1 The Company and the CRES Provider shall cooperate in order to ensure the provision of any Competitive Retail Electric-Energy Services by the CRES Provider to customers in accordance with PUCO orders, the Company's Retail Tariff, and PJM's OATT, as applicable. Each Party shall (a) exercise all reasonable care, diligence and good faith in the performance of its duties pursuant to this Agreement; and (b) carry out its duties in accordance with applicable recognized professional standards in accordance with the requirements of this Agreement.
- 4.2 The CRES Provider and the Company shall supply to each other all data, materials or other information specified in this Agreement, or that may otherwise be reasonably required by the CRES Provider, ~~or the Company,~~ or the PUCO in connection with their obligations under this Agreement, in a thorough and timely manner. The CRES Provider will comply with any and all information and data transfer protocols (including EBT and EDI standards) that may be adopted, and modified from time to time, by either the Company, ~~or the AEPCH,~~ or the PUCO. The CRES Provider will also comply with any requirements of both the AEPCH or the PUCO regarding the coordination and communication of information and/or data transfers.
- 4.3 CRES Provider agrees, at all times, to comply with the CRES Provider Credit Requirements contained in the Company's Retail Tariff. If CRES Provider's participation in the Company's Choice Program terminates for any reason, CRES Provider shall maintain any and all financial security instruments that CRES Provider was required to provide pursuant to Company's Retail Tariff, until such time as the Company has determined that the CRES Provider has fully satisfied and discharged all of its obligations to Company.

4.43 The CRES Provider shall (a) obtain and maintain a certification from the Commission and any licenses, permits or other authorizations from any other federal, state or local agencies required to offer and/or sell Competitive Retail Electric Service ~~Energy Services~~ in the Company's Choice Program; (b) complete PJM ~~Interconnection LLC~~ membership requirements and remain a member in good standing with PJM; (c) complete all applications and/or forms including renewal applications, and execute any agreements required for the CRES Provider's participation in the Company's Choice Program; (d) demonstrate to the Company, prior to enrolling any customers, that the CRES Provider has the requisite technical competence (*e.g.*, communication capabilities) to comply with EBT and EDI standards for the exchange of information, as set, and modified from time to time, by either the Company or the AEPCH; ~~and~~, (e) if required, provide to the Company, and maintain during the term of this Agreement, the type (in the format and amount specified by the Company) of financial security (i.e. collateral) required by the Company to safeguard the Company and its customers from losses or additional costs incurred due to any non-performance on the part of the CRES Provider; and, pursuant to settlement processes defined in article 10, (f) agree to remit payments for capacity, energy, unaccounted for energy or other PJM calculated ancillary charges for PJM initial settlement, or final 60-day load reconciliation. The foregoing requirements represent conditions precedent to the Company's obligations hereunder.

Article 5. Load Profiles.

5.1 During the term of this Agreement, the Company intends to post average customer load profile information, for classes that will utilize load profiling to its AEP Ohio website, Customer Choice web page, Load Profile link. ~~website at <http://www.aep.com>~~. These profiles are for informational purposes only and the Company makes no representations or warranties of any kind regarding either the availability or use of such load profiles.

Article 6. Confidentiality of Information.

6.1 Customer-specific information will not be provided to the CRES Provider without a customer's affirmative authorization via the AEP Ohio Letter of Authorization, and the CRES Provider shall

- keep confidential all customer-specific information supplied by the Company, unless the CRES Provider has the customer's affirmative authorization to do otherwise.
- 6.2 All Company information made available by the Company to the CRES Provider pursuant to this Agreement, including, without limitation, class load profile data and information regarding the Company's computer systems or communications systems, shall not be disclosed to third parties without the prior written consent from the Company.
- 6.3 If the CRES Provider becomes legally compelled to disclose any of the information required to be kept confidential pursuant to Sections 6.1 and 6.2, the CRES Provider shall immediately notify the Company of the requirement to disclose. In such case, the CRES Provider shall cooperate with the Company to enable it to obtain protective treatment of the information. If the CRES Provider is nonetheless required to disclose information the CRES Provider shall furnish only that portion of the information, which is legally required.

Article 7. Billing Options Offered to the CRES Provider's Customers.

- 7.1 The following billing options are available to the CRES Provider's customers under the Company's Choice Program: CRES Provider consolidated billing (limited pilot), separate Company and CRES Provider bills (Dual Billing); Company consolidated Rate Ready billing, and Company consolidated Bill Ready billing. ~~Before the CRES Provider may offer any of its customers either CRES Provider consolidated billing, Company consolidated billing, or Rate Ready billing the CRES Provider shall execute the appropriate addendum to this Agreement that specifies the terms under which each billing option may be offered to the CRES Provider's customers.~~
- a. The CRES Provider will not send to the Company any CRES Provider messages of any type to present on any Company Rate Ready billing. The Company will take reasonable efforts to display any messages on the Company's Rate Ready billing pertaining to CRES Provider charges and those messages which are required by the regulatory or governmental agencies.
- b. The CRES Provider may provide the Company with the CRES Provider Logo ("Logo") to display on the Company's consolidated customer bill. The Company will take reasonable efforts to display the Logo provided that the Logo meets these criteria: 1) black and white only; 2) at least

600 dpi (dots per inch); 3) in jpg or gif file format only (other file formats will not be utilized); 4) logo image should be horizontal/rectangular in shape (rather than vertical or stacked) and no greater than 5/16 inch height by 1 1/8 inches in width. If the CRES Provider does not provide a Logo, a blank space will display on the consolidated bill.

7.2 ~~The Parties duties and obligations for billing is more fully described in the COMPANY CONSOLIDATED BILLING ADDENDUM TO THE ELECTRIC DISTRIBUTION UTILITY/COMPETITIVE RETAIL ELECTRIC PROVIDER AGREEMENT FOR OHIO POWER COMPANY'S OHIO RETAIL ACCESS PROGRAM, attached hereto as Appendix A ("Appendix A") and incorporated herein.~~

7.2.1 **Company Reimbursement to Certified Supplier for Customer Payments**

Where the Company acts as the billing agent for the CRES Provider, the Company shall Reimburse the CRES Provider for all energy charges, sales taxes, and other charges collected on behalf of the CRES Provider . The Company will strive to reimburse the CRES Provider within five (5) business days, within three (3) business days following receipt of the customer's payment, when possible, but will not take more than 10 business days, at least every two weeks.

Article 8. Metering Service Options Offered to the CRES Provider's Customers.

8.1 The following retail metering service options will be available to some or all of the CRES Provider's customers under the Company's Choice Program: the provision by a meter service provider ("MSP") of an electric meter, including meter sale or rental, and/or physical metering service, including meter installation, removal, maintenance, repair, calibration, and testing; and the provision by a meter data management agent ("MDMA") of meter information service, including data collection, processing (validation, editing, and estimation), storage, and communication. Before the CRES Provider may offer any of these types of services to any of its customers, the CRES Provider shall execute the appropriate addendum to this Agreement that specifies the terms under which the option may be offered to the CRES Provider's customers.

Article 9. Electronic Data Interchange

9.1 Each Party may electronically transmit to or receive from the other Party any transaction set listed in the documents materials referenced in Appendix A. All EDI transactions shall be transmitted in

- accordance with the terms of the Electronic Data Interchange provisions of this Agreement and the standards set forth in Appendix A.
- 9.2 EDI Transactions will be transmitted electronically to each Party, and the terms and conditions listed in Appendix A, either directly or through any third party service provider (“Provider”) with which either Party may contract. For purposes of this Agreement, a “third party service provider” includes, but is not limited to, VANS, clearinghouses, and any key token security provider. Either Party may modify its election to use, not use, or change a Provider upon thirty (30) days prior written notice. A Level 2 connectivity test, as described in the Ohio EDI Implementation Guidelines, must be completed at least ten (10) Business Days in advance of the change to a new Provider. The applicable third party service Providers for the Company and the CRES Provider shall be listed in Appendix A.
- 9.2.1 Each Party shall be responsible for the costs and performance of any Provider with which it contracts.
- 9.2.2 Each Party shall be liable for the acts or omissions of its Provider while transmitting, receiving, storing, or handling EDI transactions, or performing related activities for such Party; provided that, if both Parties use the same Provider to effect the transmission and receipt of an EDI transaction, the originating Party shall be liable for the acts or omissions of such Provider as to such EDI transaction.
- 9.3 Each Party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive EDI transactions.
- 9.4 Each Party shall properly use those security procedures, including those set forth in Appendix A, which are reasonably sufficient to ensure that all transmissions of EDI transactions are authorized and to protect its business records and data from improper access.
- 9.5 Each Party shall adopt as its signature, electronic identification consisting of symbol(s) or code(s) that are to be affixed to or contained in each EDI transaction or EDI transaction envelope transmitted by such Party (“Signatures”). Each Party agrees that any Signature of such Party affixed to or contained in any transmitted EDI transaction shall be sufficient to verify that such

- Party originated such EDI transaction. Neither Party shall disclose to any unauthorized person the Signatures of the other Party.
- 9.6 Level 2 testing certifications, as detailed in the Ohio Electric Implementation Guidelines, along with any added Company requirements, are prerequisites to Electronic Transactions. The Company reserves the right to add requirements as it deems necessary. The Company may require additional testing in response to a change in the system environments including, but not limited to: installation of a new application system, installation of a new EDI translator or implementation of a new EDI version. Additional testing shall adhere to the testing procedures as determined by the Company.
- 9.7 EDI transactions shall not be deemed to have been properly received, and no EDI transaction shall give rise to any obligation, until accessible to the receiving Party at such Party's electronic mailbox designated in Appendix A.
- 9.8 Upon proper receipt of any EDI transaction, the receiving Party shall promptly and properly transmit a functional acknowledgment in return. A functional acknowledgement shall constitute conclusive evidence that an EDI transaction has been properly received.
- 9.9 If acceptance of an EDI transaction is required, any such EDI transaction which has been properly received shall not give rise to any obligation unless and until the Party initially transmitting such EDI transaction has properly received in return the agreed acceptance EDI transaction.
- 9.10 If any properly transmitted EDI transaction is received in an unintelligible or garbled form, the receiving Party shall promptly notify the originating Party (if identifiable from the received EDI transaction) in a reasonable manner. In the absence of such a notice, the originating Party's records of the contents of such EDI transaction shall control, unless the identity of the originating Party cannot be determined from the received EDI transaction.
- 9.11 EDI transactions and communications related to Electronic Transactions under this Agreement shall maintain the same degree of confidentiality, as they would have in the form of paper records.
- 9.12 Any EDI transaction properly transmitted pursuant to this Agreement shall be considered, in connection with any EDI transaction, to be a "writing" or "in writing"; and any such EDI transaction when containing, or to which there is affixed, a Signature ("Signed Document") shall

- be deemed for all purposes (a) to have been “signed” and (b) to constitute an “original” when printed from electronic files or records established and maintained in the normal course of business.
- 9.13 The conduct of the Parties pursuant to this Agreement, including the use of Signed Documents properly transmitted pursuant to the Agreement, shall, for all legal purposes, evidence a course of dealing and a course of performance accepted by the Parties in furtherance of this Agreement.
- 9.14 The Parties agree not to contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the Party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the Parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall contest the admissibility of copies of Signed Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Documents were not originated or maintained in documentary form.
- 9.15 Each Party agrees to maintain either a paper copy or the electronic data required to create a paper copy of each Electronic Transaction which it initiates during the term of this Agreement and for at least two (2) years thereafter.
- 9.16 Upon the reasonable request of either Party, the other Party shall make all of its ~~books and records~~ Electronic Transactions relating to the performance of this Agreement and Electronic Transactions pursuant hereto available to the requesting Party for inspection during the term of this Agreement and for two (2) years thereafter.
- 9.17 In the event that the Party to whom a request is made fails to maintain an appropriate record of any Electronic Transaction or fails to make such record available to the requesting Party upon reasonable request therefore, the requesting Party’s record, if any, of such Electronic Transaction shall be conclusive in any dispute regarding such Electronic Transaction.

Article 10. Settlement Procedure.

10.1 PJM performs settlements for transmission, capacity and energy obligations for CRES provider market participation on predefined intervals using metered customer load obligations and daily CRES Provider customer enrollment obligation data provided by AEP Ohio. AEP Ohio will make a best effort providing accurate load and customer obligation data. Energy is initially settled by PJM day-after load for CRES Providers, called "Settlement A." After final meter readings are available to AEP Ohio, supplier load obligation variances are reported to PJM, and PJM performs a final 60-Day energy settlement for the market, called "Settlement B." Until such time PJM establishes processes outside of the 60-day final settlement process, any errors identified outside of this 60-day process are considered closed and no corrected billing shall be performed by the CRES Provider, or on behalf of the CRES Provider by AEP Ohio for their assigned customers.

Article 9.11. Effective Date and Termination of Agreement.

911.1 The term of this Agreement shall commence as of the Effective Date and shall continue for a period of one year, unless sooner terminated as provided in Section 911.2. Notwithstanding the Effective Date, the CRES Provider acknowledges that it may not begin supplying any Competitive Retail Electric Energy Services prior to the time it is in compliance with the provisions of this Agreement, PUCO orders and rules, and the Company's Retail Tariff.

119.2 This Agreement shall or may be terminated as follows:

119.2.1 In the event the CRES Provider ceases to provide ~~any~~ Competitive Retail Electric Energy Service to all customers in the Company's service territory or otherwise withdraws from the Choice Program, and so notifies the Company in writing in accordance with the notice requirements of Article ~~46~~18, this Agreement shall terminate thirty (30) days following the date on which the CRES Provider ceases to have any active customers.

911.2.2 In the event of a Default (as defined in Section ~~40~~12.1 of Article ~~120~~) by either Party ("Defaulting Party"), the other Party ("Non-Defaulting Party") may terminate this Agreement by providing written notice to the Defaulting Party, without prejudice to any remedies at law or in equity available to the Non-Defaulting Party by reason of the event of Default.

~~911.2.3~~ In the event that the Company elects in its sole discretion to terminate the Agreement by providing not less than sixty (60) days prior written notice to the CRES Provider.

~~911.3~~ Upon termination of this Agreement, the CRES Provider shall no longer be registered with the Company or authorized to provide Competitive ~~Retail Electric~~~~Energy~~ Services in the Company's Choice Program.

~~119.4~~ The termination of this Agreement for any reason shall not relieve the Company or the CRES Provider of any obligation accrued or accruing prior to such termination.

~~911.5~~ ~~Unless either party gives notice of termination thirty (30) days prior to June 30/October 31 (“Anniversary Date”) of each renewal year, the~~ This Agreement shall automatically renew for successive one- year terms, ~~provided there is no Event of Default hereunder. , unless either party provides notice of its election not to renew at least thirty (30) days prior to the expiration of the then current term.~~

Article ~~10~~12. Events of Default and Remedies.

~~12.1~~ A CRES Provider is in default of its obligations under the Company's Choice Program if any one or more of the following “Events of Default” occurs:

~~12.1.1~~ The CRES Provider fails to perform any material obligation under this Agreement or the Company's Retail Tariff, the PUCO orders and rules, or PJM's OATT, within the requisite time frames, including, without limitation, any credit or security requirements;

~~12.1.2~~ The CRES Provider fails to fully pay an invoice from the Company within three Business Days following the due date of the invoice;

~~12.1.3~~ The CRES Provider is decertified by the PUCO or is otherwise declared ineligible to participate in the Ohio Customer Choice Program or the Company's Customer Choice Program;

~~12.1.4~~ The CRES Provider's action or inaction has or will jeopardize the operational integrity, safety, or reliability of the Company's transmission or distribution system;

~~12.1.5~~ The CRES Provider or its agent performing services on behalf of the CRES Provider is in default of any agreement with or requirement of PJM, is no longer member of PJM or any other required authorization of the CRES Provider is actually revoked;

12.1.6 The CRES Provider misuses the Company Consolidated and Bill-Ready Billing option by incorrectly using the name of the Company or the name of one of the Company's affiliates in a charge description or otherwise using this billing option in a misleading or defamatory manner;

12.1.7 The CRES Provider voluntarily withdraws from the Company's Customer Choice Program without providing at least ninety calendar days notice to the Company;

12.1.8 With respect to, if any, a CRES Provider's guarantor or issuer of a Letter of Credit: (i) if any representation or warranty made by such guarantor or issuer in connection with this Agreement is false or misleading in any material respect when made or when deemed made or repeated; (ii) the failure of such guarantor or issuer to make any payment required or to perform any other material covenant or obligation in any guaranty made in connection with this Agreement and such failure shall not be remedied within three (3) business days after written notice; (iii) such guarantor or issuer shall repudiate, disaffirm disclaim or reject, in whole or in part, or challenge the validity of, as applicable any guaranty or Letter of Credit; or (iv) the failure of a guarantor's guaranty or issuer's Letter of Credit to be in full force and effect for purposes of this Agreement (other than in accordance with its terms) prior to the satisfaction of all obligations of the CRES Provider to which such guaranty shall relate without the written consent of the Company.

12.1.9 The CRES Provider or, if applicable, its guarantor files a voluntary petition in bankruptcy or otherwise commences, authorizes or acquiesces in the commence of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it; has an involuntary petition in bankruptcy filed against it; is insolvent; has a receiver, liquidator, administrator, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets; or is generally unable to pay its debts as they fall due.

12.2 If an Event of Default with respect to a CRES Provider shall have occurred, the Non-Defaulting Party shall be entitled to, without limitation, (a) suspend enrolling any new CRES Provider customers and the CRES Provider shall not be permitted to enroll any new customers in the Company's Choice Program unless it re-registers in the Company's Customer Choice Program, pursuant to the requirements of Section # of the Company's Retail Tariff; (b) pursue any and all available legal and equitable remedies available to it, including proceeding against the financial security and collateral provided by the CRES Provider to the

Company; and/or (c) terminate this Agreement by written notice to the CRES Provider, without any liability or responsibility whatsoever, except for obligations arising prior to the date of termination and the CRES Provider's customers shall be returned to the Company's Standard Offer Rate effective on each customer's next Meter Read Date after the date of termination.

~~1210.1 A Default under this Agreement shall occur if either Party (a) is the subject of a bankruptcy, insolvency or similar proceeding; (b) makes an assignment for the benefit of its creditors; (c) applies for, seeks consent to, or acquiesces in the appointment of a receiver, custodian, trustee, liquidator or similar official to manage all or a substantial portion of its assets; (d) violates any material federal, state or local code, regulation and/or statute applicable to the supply of Competitive Retail Electric Energy Services; (e) fails to make, when due, pay the other Party when any payment is due to the other Party required pursuant to this Agreement if such failure is not remedied within three (3) Business Days after written notice; (f) breaches any of the representations and warranties in Article 3 Agreement; (g) breaches any of the obligations under Article 4 of this Agreement; or (gh) fails to satisfy any other material obligation under this Agreement, the PUCO orders and rules, the Company's Retail Tariff, or PJM's OATT, within the requisite time frames; or if the CRES Provider's PUCO certification or FERC license, PJM membership, or any other required authorization, is actually revoked, the CRES Provider will immediately be in Default of this Agreement.~~

~~1012.2 In the event of a Default, the Non Defaulting Party shall be entitled to (a) suspend enrolling any new CRES Provider customers; (b) pursue any and all available legal and equitable remedies available to it, including proceeding against the collateral provided by the CRES Provider to the Company; and/or (c) terminate this Agreement by written notice to the Defaulting Party, without any liability or responsibility whatsoever, except for obligations arising prior to the date of termination.~~

Article ~~11~~13. Dispute Resolution.

~~11~~13.1 Any disputes involving transmission service shall be handled in accordance with PJM's OATT.

~~4413.2~~ Disputes between a CRES Provider's customer and the CRES Provider shall be the sole responsibility of the CRES Provider. At the request of the PUCO, the Company may provide input to customer rate dispute processes to the extent necessary as determined by the PUCO.

~~4413.3~~ Disputes between a customer of the Company and the Company shall be subject to the Company's existing customer dispute resolution procedures.

~~The Company may provide input to customer rate dispute processes to the extent necessary.~~

Article ~~4214~~. Force Majeure.

~~4214.1~~ Neither party shall be liable for any delay in performing or for failing to perform its respective obligations under this Agreement due to any event of Force Majeure including a catastrophic weather condition (but not fluctuations in temperature no matter how extreme), flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, walkout, lockout or other labor dispute, work stoppage caused by jurisdictional and/or similar disputes, restraint by court order or public authority, or action or non-action by, or inability to obtain authorization or approval from, any governmental authority, or any combination of these causes, which by the exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome. Financial loss or other economic hardship of either Party shall not constitute an event of Force Majeure under this Agreement.

~~4214.2~~ The obligations of either Party, so far as they are affected by the Force Majeure event, shall be suspended during the continuation of such inability and circumstance and shall, so far as possible, be remedied within a reasonable period of time. During such Force Majeure event, both Parties shall take all reasonable steps to comply with this Agreement notwithstanding the occurrence of the event. This section shall not require the settlement of any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest. It is understood and agreed that the settlement of strikes, walkouts, lockouts or other labor disputes shall be entirely within the discretion of the Party involved in the strike, walkout, lockout or other labor dispute.

Article ~~4315~~. Regulatory Authorizations and Jurisdiction.

~~13~~15.1 The Company and the CRES Provider are subject to, and shall comply with, all existing or future applicable federal, state and local laws, and all existing or future duly promulgated orders or other duly authorized actions of governmental authorities having jurisdiction over the matters covered by this Agreement.

~~13~~15.2 This Agreement is subject to change in the future to reflect any relevant changes required by the PUCO or other Ohio state agency having jurisdiction, or by virtue of any federal or state law or regulation, and such changes shall be deemed to be binding upon the Parties, except where the right to terminate is exercised in accordance with the terms of this Agreement.

15.3 Any references to FERC-jurisdictional matters in this Agreement are intended solely for informational purposes and are not intended to accord any jurisdictional authority over such matters to the Commission. If anything stated herein is found by the FERC to conflict with or to be inconsistent with any provision of the Federal Power Act ("FPA"), or any rule, regulation, order or determination of the FERC under the FPA, the applicable FERC rule, regulation, order or determination of the FERC shall control.

Article ~~14~~16. Limitation of Liability.

~~14~~16.1 ~~The Company shall have no duty or liability with respect to Competitive Retail Electric Service before it is delivered by a CRES Provider to an interconnection point with the applicable Company rate zone.~~

~~The Company shall have no liability to the CRES PROVIDER for any consequential, indirect, incidental, special, ancillary, punitive, exemplary, or other damages, including lost profits, lost revenues, or other monetary losses arising out of any errors or omissions.~~

16.2 The Company does not guarantee continuous, regular and uninterrupted supply of service. The Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. The Company is also not liable for any damages due to

accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's control. The Company shall have no duty or liability with respect to Competitive Retail Electric Service before it is delivered by a CRES Provider to an interconnection point with the applicable Company rate zone. After its receipt of Competitive Retail Electric Service at the point of delivery, the Company shall have the same duty and liability for transmission and distribution service to its customers receiving electric energy and capacity from the Company.

16.3 Except as expressly provided in the Company's Retail Tariff, the Company shall have no duty or liability to a CRES Provider providing Competitive Retail Electric Services arising out of or related to a contract or other relationship between a CRES Provider and a customer of the CRES Provider.

16.4 The Company shall switch customers to the CRES Provider consistent with the PUCO orders and rules and the Company's Retail Tariff, and shall have no liability to the CRES Provider arising out of or related to a customer's decision to switch among competitive service providers and/or the Company, unless the Company is grossly negligent in switching or failing to switch a customer. expressly

16.5 The Company shall switch customers to the CRES Provider consistent with the PUCO orders and rules and the Company's Retail Tariff, and shall have no liability to the CRES Provider arising out of or related to a customer's decision to switch among competitive service providers and/or the Company, unless the Company is grossly negligent in switching or failing to switch a customer.

~~16.36~~ The Company shall not have any duties or liabilities other than those specifically set forth in this Agreement. The Company shall have no liability to the CRES Provider for any consequential, indirect, incidental, special, ancillary, punitive, exemplary, or other damages, including lost profits, lost revenues, or other monetary losses arising out of any errors or omissions.

Article ~~15~~7. Indemnification.

~~15~~7.1 To the fullest extent permitted by law, the CRES Provider shall defend, indemnify and hold harmless the Company from and against any and all claims and/or liabilities for losses, expenses, damage to property, injury to or death of any person, including the Company's employees or any

third parties, or any other liability incurred by the Company, including reasonable attorneys' fees, relating to performance under this Agreement, except to the extent that a court of competent jurisdiction determines that the losses, expenses or damage were caused wholly or in part by any grossly negligent or willful act or omission of the Company.

~~15~~17.2 The CRES Provider's obligation to defend, indemnify and hold harmless under this Article shall survive termination of this Agreement, and shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CRES Provider under any statutory scheme, including any workers compensation acts, disability benefit acts or other employee benefit acts.

Article ~~16~~18. Notices.

~~16~~18.1 Any written notice required or appropriate hereunder shall be deemed properly made, given to, or served on the Party to which it is directed, when sent by overnight mail or United States mail, postage prepaid, and addressed as follows:

If to the CRES Provider:

If to the Company:

Ohio Choice Operations
AEP Ohio
850 Tech Center Drive
Gahanna, Ohio 43230

~~16~~18.2 Notice of any change in any of the above addresses shall be given in writing in the manner specified in this Article.

~~16~~18.3 Notices received after the close of a Business Day shall be deemed received on the next Business Day.

Article ~~17~~19. Not a Joint Venture.

~~17~~19.1 Unless specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be separate and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be liable individually and severally for its own obligations under this Agreement.

Article ~~18~~20. Conflicts Between this Agreement and the Company's Retail Tariff or PJM's OATT.

~~18~~20.1 Should a conflict exist or develop between the provisions of this Agreement and the relevant provisions of the Company's Retail Tariff or PJM's OATT, as approved by the PUCO and the FERC, respectively, the provisions of the Company's Retail Tariff and/or PJM's OATT shall prevail.

Article ~~19~~21. Amendments or Modifications.

~~19~~21.1 Except as provided in Section 13.2 of Article 13 of this Agreement, no amendment or modification shall be made to this Agreement, in whole or in part, except by an instrument in writing executed by authorized representatives of the Parties, and no amendment or modification shall be made by course of performance, course of dealing or usage of trade.

Article ~~20~~22. Taxes.

~~20~~22.1 All present or future federal, state, municipal or other taxes imposed on the CRES Provider by any taxing authority shall be the liability of the CRES Provider. The CRES Provider shall pay all such taxes to the applicable taxing authority to the extent required or permitted by law. If the Company is required to remit any taxes imposed upon customers directly to any applicable taxing authority, other than taxes collected by the Company directly from the CRES Provider's customers, then the CRES Provider shall indemnify the Company against, and will pay the Company for, all such tax amounts upon demand.

Article ~~21~~23. Waiver of Rights.

~~21~~23.1 No term or condition of this Agreement shall be deemed to have been waived and no breach excused unless such waiver or consent to excuse is in writing and signed by the Party claimed to have waived or consented to such excuse. The failure of either Party to insist in any one or more

instances upon strict performance of any provisions of this Agreement, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

Article ~~222~~4. General Provisions.

~~222~~4.1 The Parties agree that the normal rule of construction, to the effect that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.

~~222~~4.2 To the extent not subject to the exclusive jurisdiction of the FERC, the formation, validity, interpretation, execution, amendment and termination of this Agreement shall be governed by the laws of the State of Ohio.

~~222~~4.3 The headings contained in this Agreement are used solely for convenience and do not constitute a part of the Agreement between the Parties hereto, nor should they be used to aid in any manner in the construction of this Agreement.

~~222~~4.4 This Agreement is intended solely for the benefit of the Parties hereto. Nothing in this Agreement shall be construed to create any duty, or standard of care with reference to, or any liability to, any person not a Party to this Agreement.

~~222~~4.5 Neither Party shall have any right, power, or authority to enter any agreement or undertaking for, or on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

~~222~~4.6 Cancellation, expiration or early termination of this Agreement shall not relieve the Parties of obligations that by their nature survive such cancellation, expiration or termination, including, without limitation, payment of any amounts due, warranties, remedies, promises of indemnity and confidentiality.

~~222~~4.7 Should any provision of this Agreement be held invalid or unenforceable, such provision shall be invalid or unenforceable only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable any other provision hereof, unless it materially changes the Agreement of the Parties.

~~2224~~.8 Each of the Parties hereto acknowledges that it has read this Agreement, and the Company's Retail Supplier Terms and Conditions of Service, understands them, and agrees to be bound by their terms. This Agreement is intended by the Parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. All prior written or oral understandings or offers pertaining to this Agreement are hereby abrogated and withdrawn.

Article ~~2325~~. Assignment and Delegation.

~~2325~~.1 This Agreement may not be assigned by either the Company or the CRES Provider without the prior written consent of the non-assigning ~~p~~Party, which consent shall not be unreasonably withheld. However, the Company may assign any or all of its rights and obligations under this Agreement, without the CRES Provider's consent, to any entity succeeding to all or substantially all of the transmission and/or distribution facilities of the Company.

~~2325~~.2 When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee. Any assignment in violation of this Article shall be void.

***** Signatures on following page. *****

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officials on the dates written below, to be effective as of the Effective Date.

Ohio Power Company
(the "Company")

(the "CRES Provider")

By: _____

By: _____

Printed
Name: Karen L. Sloneker

Printed
Name: _____

Title: Director, Customer Services
& Marketing

Title: _____

Date: _____

Date: _____

ELECTRONIC DATA INTERCHANGE STANDARDS

Standards

Ohio Electric Implementation Guidelines for the Customer Choice Program in the State of Ohio by the ~~OSPO Data Exchange~~Ohio EDI Working Group~~Workgroup~~, and their associated data dictionaries (documents may be found at <http://www.puc.state.oh.us/ohioutil/Energy/ERIndustry/erospodata.html>)

Rules Governing Electronic Data Exchange Standards and Uniform Business Practices for the Electric Utility Industry – Case No. 00-813-EL-EDI

Company's Tariffs and Terms and Conditions

The following are the Exceptions to the Ohio ~~Operational Support Data Exchange~~WorkgroupEDI Working Group Electric Implementation Guidelines:

Exceptions

1. The following EDI transaction is not supported by the EDU:

- 650: Meter Site Profile / Maintenance Service Order.

2. The following term as used in the tables below is defined as follows:

a. "SDI" shall mean Service Delivery Identifier Number. The SDI is assigned first to a specific premise (physical location), and second at the tariff level. The relationship of the SDI to the customer account number is a "many to one" relationship. It is possible that multiple SDIs belong to one customer account number. All SDIs associated with the same premise and customer will be billed on one monthly billing when the bill is presented by the EDU. The SDI will be used in lieu of a customer account number for all EDI transactions in Ohio.

The customer can select a different provider for each SDI. The SDI will always stay with the premise location. The SDI does not stay with the customer after moving to another location.

3. The following table lists those processes or transactions, not currently supported by the EDU:

Ref	Position
1.	The EDU does not accept an inbound “814 Enrollment request” for a SDI that is not already known to the EDU.
2.	An inbound request by the CRES for change of customer contact information is not supported.
3.	The EDU uses the SDI instead of the EDU account number as the point at which enrollments and switches occur. EDU account number will be ignored in any incoming messages and will not be passed in any outgoing messages. The REFQ5 segment must be populated with the SDI in all EDU inbound transactions.
4.	If billing data on the 810 transaction is not received by the EDU within the required time window, the EDU will not reject the 810. These charges will be held and presented on the next billing.
5.	The EDU does not currently distinguish between a request for Historical Interval Usage and a request for Historical Cumulative Usage. However, Instead, the meter type dictates the type of data returned. If the requested usage type does not agree with the meter type present, the EDU will not reject it.
6.	Rate Ready Billing is not supported.
7.	CRES Consolidated Billing is not supported.
8.	The EDU does not support initiation of Budget Billing arrangements for the CRES Provider charges. Budget Billing arrangements must be arranged between the CRES Provider and the customer.
9.	The EDU does not support special meter reading requests. Special meter readings must be requested through the Customer Solutions <u>Solutions-Operations</u> Center.
10.	Switches are effective on the scheduled meter read date, <u>within the pending meter read window that consists of 2 days before the scheduled meter read date or up to 3 days after. -</u>
11.	Customer Rescission – the customer may object only once within the 7 day customer objection period.
12.	The EDU does not store different customer names for the customer service address and customer billing address. The same name will be used for both addresses.
13.	The EDI transactions define a scheduling coordinator. Scheduling coordinators are only considered on inbound 814 Enrollment Requests, and are not provided in any outbound transactions.
14.	The data element N103/N104, containing the customer identification, is not supported.

4. This following table lists those field level details where the EDU diverges from the published standards:

Ref	Transaction	EDI requirement
1.	814E	An inbound EDI transaction 814 Enrollment Request allows meters on a SDI to be specified. The EDU does not support this and will only accept the request if it contains “ALL”.
2.	814E	The EDU only supports “DUAL” as the bill calculation party. (REF PC)
3.	814E	An inbound 814 E – Historical Usage request can ask for a “summary” or “detail” report. The EDU always returns detailed Historical Usage data, regardless of the type requested. Historical usage is provided in kWh only.
4.	814E	An inbound 814 Enrollment – Historical Usage request can ask for a report on a specific meter. The EDU returns usage for all meters at the specified SDI on an individual meter basis.
5.	814ER	The outbound EDI 814 Enrollment Response - accept transaction contains a data element REF*NR (Customer is on budget billing) this data element will always be set to “No budget billing”.
6.	867MU	An 867 Monthly Usage requires the estimate type be provided for both start and end meter readings. Usage is considered to be estimated if either of the start OR end reads are estimates.
	7. 867	Monthly and historical interval usage data is provided at 15 minute intervals; <u>historical interval usage is provided at 60 minute intervals. not the market interval (1 hour).</u>

5. The following tables clarify the EDU's transaction set headers. The conditions cover all billing arrangements although some conditions may only be applicable to some billing arrangements. Note the distinction between the 820 Payment and the 820 Remittance Details:

5.1 Transaction Set Header
<p>ISA /GS EDI transaction set header for <u>all transactions EXCEPT the 820 Payment:</u></p> <p><u>Inbound transactions to EDU:</u></p> <p>The ISA segment of the EDI transaction determines the sender and receiver ID. The Receiver ID for AEP System Operating Companies will be the same for all transactions.</p> <p>The GS segment of the EDI transaction determines a sender and receiver ID. The Receiver ID for AEP System Operating Companies will be unique by AEP operating company. The ID will be the individual operating company's Dun and Bradstreet number.</p> <p>The EDU identifying segment within the transaction (N104 = EDU) will contain a different DUNS number for each operating company which will be the same as the GS Receiver ID.</p> <p><u>Outbound transactions from EDU (excluding the 820 Payment transaction for EDU Consolidated Billing):</u></p> <p>The ISA segment of the EDI transaction determines the sender and receiver ID. The Sender ID for AEP System Operating Companies will be the same for all transactions, with the exception of the 820 payment transaction.</p> <p>The GS segment of the EDI transaction determines a sender and receiver ID. The Sender ID for AEP System Operating Companies will be unique by AEP operating company. The ID will be the individual operating company's Dun and Bradstreet number.</p> <p>The EDU identifying segment within the transaction (N104 = EDU) will contain a different DUNS number for each operating company which will be the same as the GS Sender ID.</p>

5.2 Transaction Set Header

ISA /GS EDI transaction set header for **the 820 Payment transaction ONLY:**

Outbound transactions from EDU (EDU Consolidated Billing):

The ISA segment of the EDI transaction determines the sender and receiver ID. The Sender ID for AEP Systems Operating Companies is a unique number provided in the partner profile agreement.

The GS segment of the EDI transaction determines a sender and receiver ID. The Sender ID for AEP System Operating Companies will be same for all states served by AEP.

The EDU identifying segment within the transaction (N104 = EDU) will be the same number as the ISA segment Sender ID.

Third Party Service Providers

For the Company:

None

For the CRES PROVIDER:

Electronic Mailboxes

For the Company:

None

For the CRES PROVIDER:

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TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

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2. APPLICATION FOR SERVICE

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

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

The character of distribution service and the rates, rules, terms, regulations and conditions shall be in accordance with P.U.C.O. No. 20, the supplements thereto and revisions thereof applying to the particular type of service and locality for which such contract or application is made.

3. CONDITIONS OF SERVICE

Before the Company shall be required to furnish distribution service, the Company may require that the customer submit written specifications of electrical apparatus to be operated by service and to furnish the Company a site plan that shows the address, orientation of the building, the location of the meter on the building, and the square footage of the building. The Company reserves the right to specify the service characteristics, including the point of delivery and metering.

Written agreements will be required prior to providing service if stipulated in the applicable rate schedule or the customer has unusual or special service characteristics. If the customer refuses to sign a written agreement, an agreement will still be effective as if the customer had signed and said customer will be charged under the appropriate schedule. A copy of the written agreement, contained on a form provided by the Company, will be furnished to the customer upon request at any time during the term of the agreement.

When the customer desires delivery of energy at more than one (1) point, each separate point of delivery shall be considered a Contract Location and shall be metered and billed under a separate request or contract for service. Each delivery point will be billed separately under the applicable schedule. Separate written agreements, if required under the above paragraph, will be made for each point of delivery. If the Company requires separate points of delivery, for like service, to meet the customer's electrical requirements at a single Contract location, the metering for two or more points of delivery may be combined for billing under the applicable tariff.

4. AVAILABLE RATES

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

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.

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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 twelve (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.

A customer may not change from one (1) open access distribution schedule to another during the term of contract except with the consent of the Company.

5. COMPANY'S AGENTS NOT EMPOWERED TO CHANGE TARIFFS

No agent or employee of the Company has authority to amend, modify, alter the application, rates, terms, conditions, rules or regulations of the Company on file with the Commission, or to make any promises or representations not contained in P.U.C.O. No. 20 supplements thereto and revisions thereof.

6. CHANGE OF RATES OR REGULATIONS

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

7. INSPECTIONS

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 therefore.

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 therefore.

No responsibility shall attach to the Company because of any waiver of these requirements.

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8. LOCATION AND MAINTENANCE OF COMPANY'S EQUIPMENT

The Company shall have the right to erect and maintain its poles, lines, circuits and other necessary facilities on the customer's 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 keep Company equipment clear from obstruction and obstacles including landscaping, structures, etc., and allow the use of suitable space for the installation and maintenance of necessary measuring instruments so that the latter may be protected from damage.

The customer shall provide suitable space and access to same, for the installation, repair 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.

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

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 the 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 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. 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.

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

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. The Company has the right to assess a service fee (shown below) when three or more trips are made for service installation and ~~can not~~ cannot be completed due to customer installation issues.

During Normal Business Hours

Service Fee Multiple Trips	\$28.00
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Other Than Normal Business Hours

Off Shift

Sunday or Holiday

Service Fee Multiple Trips	\$77.00	\$100.00
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10. 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~~ cannot 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

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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 comply with Chapter 4901:1-9-07 of the Ohio Administrative Code and 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.
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

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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, seasonal operations, 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.

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 non-residential customers the following shall apply:

- a. The Company shall be responsible for sixty percent 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 percent 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.

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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.

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.

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.

11. TEMPORARY AND SPECIAL 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.

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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 - \$57.00.

Single-phase 120/240 volt service from existing source with adequate capacity, up to 200 Ampere; \$237.00 overhead and \$134.00 underground. All others charged based on facilities installed.

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.

12. WORK PERFORMED ON COMPANY'S FACILITIES AT CUSTOMER'S REQUEST

Whenever, at the request of a customer and solely to suit the convenience of the customer, work is performed on the Company's facilities or the Company's facilities are relocated, the customer shall pay to the Company, in advance, the estimated total cost of such work. This cost shall be itemized by major categories and shall include the Company's standard overheads and be credited with the net value of any salvageable material. The actual costs for the work performed will be determined after its completion and the appropriate additional charge or refund will be made to the customer.

13. NOMINAL VOLTAGE LEVELS

The Company has established nominal service voltages of 60 cycle alternating current 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:

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Secondary Distribution System – nominal regulated 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 -nominal regulated voltages of 2,400, 2,400/4,160, 4,160, 7,200, 7,200/12,470, 7,620/13,200, 7,970/13,800 and 19,900/34,500 volts.

Subtransmission -nominal, unregulated voltages of 23,000, 34,500, 40,000, and 69,000 volts, 3 phase.

Transmission - nominal, unregulated voltages of 138,000, 345,000, and 765,000 volts, 3 phase.

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 regulated 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.

14. METER REGISTRATION AND TESTING

The Company will own, furnish, install and maintain the meter or meters unless the customer elects metering service from a qualified Meter Service Provider (MSP). The customer is required to supply, install and maintain the mounting or meter enclosures or sockets. The Company or MSP may specify whether the meter or meters are to be installed on the inside or outside the customer's premise and may change such location at its option. When an inside meter installation is made, the customer shall furnish, at the customer's sole expense, a suitable meter panel in a convenient and suitable location and so placed that the meter installation will not be more than five (5) feet nor less than three (3) feet from the floor, and pay the additional expense of providing an electronic means to obtain an automated reading. In addition, the customer may be required to install and maintain a dedicated communications line. If any location provided by the customer causes the meter to register incorrectly, the Company or MSP may require the customer to provide a new meter location acceptable to the Company and to pay the expense of relocation. All costs incident to the relocation of an outside meter made upon the customer's request, or required to be made because of customer's use of premises, shall be paid by the customer.

The authorized agents or employees of the Company shall have free access at all reasonable hours to the premises of the customer for the purpose of installing, reading, testing and removing meters or other appliances, belonging to the Company.

The Company will test its meters at its discretion or at the request of the customer. Any kilowatt-hour meter found by test to be registering within the range of plus or minus two percent (+/- 2%) will be considered as registering accurately. Any integrating block interval demand meter or thermal demand meter registering within the range of plus or minus four percent (+/- 4%) will be considered to be registering correctly. For each subsequent test conducted within thirty-six (36) months of the last previous test, if the meter is found to be registering correctly, the customer shall pay to the Company a \$64.00 fee for a single phase meter test and a \$85.00 fee for all other meter tests. The customer shall be told the amount of such charge when the customer requests the meter test within such thirty-six (36) month period. Such test, witnessed by the customer if so desired, will be conducted using a properly calibrated meter standard.

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The Company will replace at its expense any Company-owned meter registering incorrectly and will make billing corrections in accordance with the following section for any services billed by the Company.

When service has been obtained through tampering practices, the customer will be charged a minimum fee of \$49.00 for the Company to investigate and to inspect the premises. The customer will pay additional charges for any and all costs of disconnection as well as the costs of repairing or replacing damaged equipment based on the customer's individual situation.

15. METERING AND LOAD PROFILING

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

The cost and repair of any interval metering facilities installed by the Company to comply with this requirement or as a result of such request shall be paid by the customer. The customer shall make a one-time payment for the metering facilities at the time of installation of the required facilities, or at the customer's option, up to twenty-four (24) consecutive equal monthly payments reflecting an annual interest charge as determined by the Company, but not to exceed the cost of the Company's most recent issue of long-term debt. If the customer elects the installment payment option, the Company shall require an initial payment equal to twenty-five percent (25%) of the total cost of the metering facilities. Any necessary replacement of the meter where repair is not possible will be performed at cost, based upon premise installation and load requirements.

In addition, the customer shall pay a net charge to cover the incremental cost of operation and maintenance and meter data management associated with such interval metering as follows:

Charges are for service performed on a Company installed standard interval meter. The customer is responsible for providing the telephone line and cost associated with telephone communications for purposes of reading the meter.

Service Performed During Normal Business Hours	Charge (\$)
Connect phone line to meter at a time other than the initial interval meter installation	57.00
Perform manual meter reading	43.00
Check phone line and perform manual meter reading due to communication loss	47.00
Replace surge protector	119.00
Replace interval board	121.00
Replace modem board	210.00
Replace interval and modem boards	260.00

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The customer or the customer's CRES Provider may select a meter from the Company's approved standard equipment list. If a customer selects any meter other than those shown on the approved standard list, the customer accepts responsibility for any incremental cost which the meter may require to upkeep, maintain, or replace the meter due to failure. The customer or the customer's CRES Provider may communicate with the meter for the purpose of obtaining usage data, subject to the Company's communication protocol.

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

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

16. 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.

The customer shall install only motors, apparatus, or appliances which are suitable for operation with the character of the service supplied by the Company, and which shall not be detrimental to same, and the electric power must not be used in such a manner as to cause unprovided for voltage fluctuations or disturbances in the Company's transmission or distribution system. The Company shall be the sole judge as to the suitability of apparatus or appliances, and also as to whether the operation of such apparatus or appliances is or will be detrimental to its general service.

All apparatus used by the customer shall be of such type as to secure the highest practical commercial efficiency, power factor and the proper load balancing of phases. Motors which are frequently started or motors arranged for automatic control, must be of a type to give maximum starting torque with minimum current flow, and must be of a type, and equipped with controlling devices, approved by the Company.

The operation of certain electrical equipment can result in disturbances (e.g. voltage fluctuations, harmonics, etc.) on the transmission and distribution systems which can adversely impact the operation of equipment for other customers. Non-residential customers are expected to abide by industry standards, such as those contained in ANSI/IEEE 141, 519 and 1453, IEC 61000 or the IEEE/GE voltage flicker criteria, when

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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 non-residential 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 service connections, transformers, meters and appliances supplied by the Company for each customer have a definite capacity. The customer agrees to promptly notify the Company prior to any increase or decrease in the customer's connected load, or power factor which could impact the capacity requirements of the Company's local facilities. No additions to the equipment or load connected thereto shall be made until after the consent of the Company has been obtained. The customer shall notify the Company promptly of any defect in service or any trouble or accident to the electrical supply.

No attachment of any kind whatsoever may be made to the Company's lines, poles, crossarms, structures, or other facilities without the express written consent of the Company.

The Company will not supply distribution service to customers who have other cogeneration, small power production or other sources of on-site energy supply except under schedules which specifically provide for same.

The customer shall not be permitted to operate the customer's own generating equipment in parallel with the Company's service except on written permission of the Company.

17. RESALE OF ENERGY

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

18. CUSTOMER'S LIABILITY

In the event the customer is unable to receive distribution service in the full amount contemplated by the customer's regular distribution service arrangements for a period in excess of fifteen (15) full days as a result of fire, riot, explosion, flood, accident, breakdown or acts of God or the public enemy, said customer shall not be liable to the Company for minimum demand or billing charges for which the customer normally would be liable pursuant to the open access distribution schedule and/or contract during the period of distribution service decrease of electricity usage, provided:

1. The customer notifies the Company in writing of the customer's inability to receive distribution service as a result of one or more of the above specified event(s); and
2. Said notice includes (in addition to any other pertinent information):

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- a. Extent (or magnitude) of the distribution service decrease
 - b. Date of the event
 - c. Cause of the event
 - d. Probable duration of the distribution service decrease; and
3. The customer is prompt and diligent in removing the cause of the service decrease; and
 4. The customer submits a report to the Company at least every thirty days following the event explaining the customer's progress toward removing the cause of the distribution service decrease; and
 5. The customer pays, pursuant to the customer's open access distribution schedule and/or contract, for all distribution service rendered prior to the service decrease.

In no event, however, shall this provision affect open access distribution minimum demand or billing charges in any billing period prior to the date on which the Company receives the customer notice required above unless that notice is received within fifteen (15) days of the above specified events.

During the period that the terms of this provision shall be in effect, the customer shall pay for all distribution service received, the charges for such service being determined pursuant to the open access distribution schedule under which the customer had been served prior to the event except for the minimum demand or billing charges which were waived as a consequence of this provision. Under no circumstance shall the waiver of the minimum demand or billing charges extend beyond the time the cause of the distribution service decrease has been removed. On the date that the cause of the customer's inability to receive distribution service has been removed, billing shall resume pursuant to the customer's open access distribution schedule and/or contract.

Any contract, which has been affected by the application of this provision, shall have its term extended for a period of time equal in length to the duration of distribution service decrease.

If the event causing the distribution service decrease is of such severity that the customer decides not to continue in business at the affected location, and so notifies the Company in writing, the above provision will not be applied. Under such circumstances, the customer will pay to the Company (1) a sum equal to the value of the Company's estimated original plant in service including the cost of the transmission and distribution voltage lines and other equipment erected or reserved specifically for that customer's use, less accumulated depreciation and less the net salvage value of that equipment, or (2) any remaining demand or minimum bill charges due under the contract or any extension thereof resulting from application of this provision.

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

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The customer hereby agrees that no one except the employees of the Company, or the Company's agents, shall be allowed to make any internal or external adjustments of any meter or any other piece of equipment which is the property of the Company.

Customers will also be responsible for tampering with, interfering with, or breaking of seals of meters installed by an MSP or other related apparatus, regardless of ownership. No one except the employees of the Company, MSP, or their agents, shall be allowed to make any internal or external adjustments of any such meter, regardless of ownership.

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.

Suspension of service for any of the above reasons shall not terminate the contract for service. The authorized agents or employees of the Company shall have free and safe access at all reasonable 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.

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

19. COMPANY'S LIABILITY

The Company will use reasonable diligence in delivering a regular and uninterrupted supply of energy to the customer, but does not guarantee uninterrupted service. The Company shall not be liable for damages in case such supply should be interrupted or fail by reason of an act of God, the public enemy, accidents, labor disputes, orders or acts of civil or military authority, breakdowns or injury to the machinery, transmission lines, distribution lines or other facilities of the Company, extraordinary repairs, or any act of the Company, including the interruption of service to any customer, taken to prevent or limit the extent or duration of interruption, instability or disturbance on the electric system of the Company or any electric system interconnected, directly or indirectly, with the Company's system, whenever such act is necessary or indicated in the sole judgment of the Company.

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

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The Company shall not be liable for any loss, injury, or damage resulting from the customer's use of the customer's equipment or occasioned by the energy furnished by the Company beyond the delivery point. Unless otherwise provided in a contract between the Company and customer, the point at which service is delivered by the Company to the customer, to be known as "delivery point", shall be the point at which the customer's facilities are connected to the Company's facilities. The metering device is the property of the Company; however, the meter base and all internal parts inside the meter base are customer owned and are the responsibility of the customer to install and maintain. The Company shall not be liable for any loss, injury, or damage caused by equipment which is not owned, installed and maintained by the Company.

The customer shall provide and maintain suitable protective devices on the customer's equipment to prevent any loss, injury, or damage that might result from single phasing conditions or any other fluctuation or irregularity in the supply of energy. The Company shall not be liable for any loss, injury, or damage resulting from a single phasing condition or any other fluctuation or irregularity in the delivery of energy which could have been prevented by the use of such protective devices. The Company shall not be liable for any damages, whether direct or consequential, including, without limitations, loss of profits, loss of revenue, or loss of production capacity occasioned by interruptions, fluctuations or irregularity in the supply of energy.

The Company is not responsible for loss or damage caused by the disconnection or reconnection of its facilities. The Company is not responsible for loss or damages caused by the theft or destruction of Company facilities by a third party.

Except as otherwise provided in this Section, the Company shall be liable to the customer for damage directly resulting from interruptions, irregularities, delays, or failures of distribution service, caused by the negligence of the Company or its employees or agents, but any such liability shall not exceed the cost of repairing, or actual cash value, whichever is less, of equipment, appliances, and perishable food stored in a customer's residence damaged as a direct result of such negligence. The customer must notify the Company of any claim based on such negligence within thirty days after the interruption, irregularity, delay or failure begins. The Company shall not be liable for consequential damages of any kind. This limitation shall not relieve the Company from liability which might otherwise be imposed by law with respect to any claims for personal injuries to the customer.

The Company will provide and maintain the necessary line or service connections, transformers (when same are required by conditions of contract between the parties thereto), and other apparatus which may be required for the protection to its service. All such apparatus shall be and remain the property of the Company and the Company shall be granted ready access to the same. The Company or MSP will provide and maintain the necessary meters and other apparatus which may be required for the proper measurement of the Company service. All such apparatus shall be and remain the property of either the Company or MSP and the Company or MSP shall be granted ready access to the same, except to read inside meters. Such access to inside meters shall be granted upon reasonable request to residential customers during regular business hours.

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Approval of the above schedule language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

20. RESIDENTIAL SERVICE

The Residential Customer is a customer whose domestic needs for distribution service are limited to their primary single family residence, single occupancy apartment and/or condominium, mobile housing unit, or any other single family residential unit. Individual residences shall be served individually under a residential open access distribution schedule. Customer may not take distribution service for two (2) or more separate residences through a single meter under any schedule, irrespective of common ownership of the several residences, except that in the case of an apartment house with a number of individual apartments the landlord shall have the choice of providing separate wiring for each apartment so that the Company may provide delivery to each apartment separately under the residential open access distribution schedule, or of purchasing the entire distribution service through a single meter under the appropriate general service open access distribution schedule.

Where a single-family house is converted to include separate living quarters or dwelling units for more than one family, or where two (2) or more families occupy a single-family house with separate cooking facilities, the owner may, instead of providing separate wiring for each dwelling unit, take service through a single meter under the residential open access distribution schedule. In such case, there will be a single customer charge, but the quantity of kilowatt-hours in each block will be multiplied by the number of dwelling units or families occupying the building.

The residential open access distribution schedule shall cease to apply to that portion of a residence which becomes primarily used for business, professional, institutional or gainful purposes. Under these circumstances, the customer shall have the choice: (1) of separating the wiring so that the residential portion of the premises is served through a separate meter under the residential open access distribution schedule and the other uses as enumerated above are served through a separate meter or meters under the appropriate general service open access distribution schedule; or (2) of taking the entire service under the appropriate general service open access distribution schedule. Motors of ten (10) HP or less may be served under the appropriate residential open access distribution schedule. Larger motors may be served where, in the Company's sole judgment, the existing facilities of the Company are adequate.

Detached building or buildings, actually appurtenant to the residence, such as a garage, stable or barn, may be served by an extension of the customer's residence wiring through the residence meter provided no business activities are transacted in the detached buildings.

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

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The Company's rules for the establishment of credit for residential utility service is governed by Chapter 4901:1-10-14 of the Ohio Administrative Code, and the Company's disconnect and reconnect procedures for residential customers is governed by Chapter 4901:1-18 of the Ohio Administrative Code.

21. DEPOSITS

Security for the payment of bills for distribution service will be governed, as specified in Chapter 4901:1-10-14 of the Ohio Administrative Code, which is herein incorporated by reference as it is from time to time amended.

The Company will be entitled to pursue adequate assurance of payment for distribution service if a customer files for protection under provisions of the United States Bankruptcy Code.

The Company may require a deposit by the customer not exceeding the amount of the estimated monthly average cost of the annual consumption by such customer plus thirty percent. The Company will pay interest on deposits, at a rate of not less than three percent per annum, so made in accordance with legal requirements, provided such deposit be left with the Company for at least six (6) consecutive months. Retention by the Company, prior to final settlement, of any deposit or guarantee is not a payment or part payment of any bill for service.

22. BILLING AND BILLS PAYABLE

The customer will be held responsible for all charges for distribution service. Bills for distribution service will be rendered by the Company to the customer approximately thirty (30) days apart in accordance with the open access distribution schedule applicable to the customer's distribution service with the following exception:

Year-round residential and not-for-profit open access distribution general service schedule customers shall have the option of paying bills for distribution service under the Company's equal payment plan (Budget Plan), whereby the cost of distribution service for the succeeding 12-month period is estimated in advance, and bills are rendered monthly on the basis of one-twelfth of the 12-month estimate. The Company may at any time during the 12-month period adjust the estimate so made, and the bills rendered in accordance with such estimate, to conform more nearly with the actual use of service being experienced. The normal equal payment period will be twelve (12) months, commencing in any month selected by the Company, but in those cases where billing is commenced during a month which leaves less than twelve (12) months until the beginning of the next normal equal payment period to which the customer is assigned, payments shall be calculated on the basis of the months in such period.

In case the actual distribution charges during any equal payment period exceed the bills as rendered on the equal payment plan, the amount of such excess shall be paid on or before the due date of the bill covering the last month of the equal payment period in which such excess appears, or such excess may be added to the estimated use for the next normal equal payment period of twelve (12) months, and shall be payable in equal monthly payments over such period, except that if the customer discontinues service with the Company under the equal payment plan, any such excess not yet paid shall become payable immediately. In case the actual distribution charges during the equal payment period are less than the amount paid under the equal payment plan during such period, the amount of such overpayment shall, at the

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option of the Company, either be refunded to the customer or credited on the customer's last bill for the period.

If a customer fails to pay bills as rendered on the equal payment plan, the Company shall have the right to withdraw the plan with respect to such customer and to restore the customer to billing as provided for in the applicable open access distribution schedules, in addition to any other rights which the Company may have under such schedules and terms and conditions of service in case of arrearage in payment of bills.

The customer will be held responsible for all charges for electric energy delivered at the customer's premises. Bills will be rendered for each month's use by the Company to the customer. All bills from the Company are due and payable in full by mail, checkless payment plan, electronic payment plan, or at an authorized payment agent of the Company within the time limits specified in the schedule. For the purpose of this section, the United States Postal Service is not an authorized payment agent, and payments received through the Postal Service are considered paid when received at the Company's business offices. Failure to receive a bill will not entitle the customer to any discount or to the remission of any charge for nonpayment within the time specified. For purposes of this Section, the word "month" as used herein and in the open access distribution schedules is hereby defined to be the elapsed time between two successive meter readings approximately thirty (30) days apart.

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

If the amount of energy consumed is not properly registered by a meter for any reason, or is not properly charged to the customer's account, the entity providing billing services, either the Company or a BA, will, for the period of time that incorrect billings can be established, adjust the meter readings and billings to reflect all available information concerning the actual use by the customer. Any resulting overpayment will be paid or credited to the customer by the appropriate billing entity. Unless the customer and the Company agree otherwise, the Company will bill non-residential accounts any undercharged amount in compliance with Chapter 4901: 1-10 of the Ohio Administrative Code, as amended from time to time. The Company shall bill uncharged amounts for residential customers in compliance with section 4933.28 of the Revised Code, as amended from time to time. Should the amount of the adjustment for distribution charges be under dispute, the Company will continue to supply distribution service and the customer shall continue to pay the amounts billed until a final determination is made.

A customer shall be charged \$9.00 for any dishonored check received in payment for a bill rendered by the Company, unless the customer shows that the bank was in error.

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

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23. CHANGE OF ADDRESS BY CUSTOMER

It is the responsibility of an existing customer to notify the Company when distribution service is to be discontinued, and to provide a mailing address for the final bill.

When the Company receives notice from an existing customer that 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.

24. DENIAL OR DISCONTINUATION OF SERVICE

The Company reserves the right to refuse any applicant for service if the applicant is indebted to the Company for any service theretofore rendered at any location, provided the Company shall advise applicant to such effect, and provided that indebtedness for one (1) class of service shall not cause the refusal of service to a different class of service. The Company reserves the right to discontinue service to any customer without notice for safety reasons, and with notice as required by Rule 4901:1-10-20 of the O.A.C., for fraud against the company. Service will not be restored until the customer has given satisfactory assurance that such fraudulent or damaging practice will be discontinued and has paid to the Company an amount estimated by the Company to be reasonable compensation for services fraudulently obtained and for any damage to property of the Company.

Subject to the further provisions for residential customers contained in Chapter 4901:1-18 of the Ohio Administrative Code which is herein incorporated by reference as it is from time to time amended, and in accordance with the provision for non-residential customers contained in Chapter 4901:1-10-17, the Company also reserves the right after at least five (5) days notice in writing to discontinue to serve any customer (1) who is indebted to the Company for any service theretofore rendered at any location (on other than equal payment plan accounts having a credit balance), and provided that indebtedness for one (1) class of service shall not cause the disconnection of service to a different class of service (2) for failure to provide and maintain adequate security for the payment of bills as requested by the Company, or (3) for failure to comply with these Terms and Conditions. Any discontinuance of service shall not terminate the contract between the Company and the customer nor shall it abrogate any minimum charge which may be effective.

When a Company employee is dispatched to a customer's premises for the purpose of performing disconnection activities due to the customer's delinquency, the customer will be charged a collection trip charge of \$16.00 if the disconnection activity is not performed as the result of extenuating circumstances.

The Company will bill only "one (1)" trip charge per month to comply with Rule 4901:1-18-07 (C) of the O.A.C.

If a customer has been disconnected, upon payment or proof of payment of the delinquent amount plus a reconnection fee as specified below, which represents the cost to the Company of disconnecting and

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reconnecting a customer during the Company's normal working hours, the Company will reconnect the electric service on this same day, if such payment or proof of payment is made at the Company's authorized payment agent by 12:30 p.m., and otherwise as soon as possible but not later than the close of the Company's next regular working day. When such payment is made after 12:30 p.m. and the Company's employees cannot reconnect the service prior to the end of their normal workday, and the customer prefers to be reconnected prior to the beginning of the next regular workday, the disconnection and reconnection charge payable prior to reconnection will be the overtime rate specified below, an amount which recognizes the Company's average additional cost of reconnecting a customer outside of normal working hours. No reconnect for nonpayment will be made after 9:00 PM from April 15 through October 31 or after 7:00 PM November 1 through April 14.

Reconnection Service Charges

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

During Normal Business Hours

Reconnect at Meter	\$53.00
Reconnect at Pole	\$154.00
Install Locking Device and Reconnect	\$73.00

Other Than Normal Business Hours Off-Shift Sunday or Holiday

Reconnect at Meter	\$98.00	\$119.00
Reconnect at Pole	\$192.00	\$221.00

When service has been terminated at the pole, per the customer's request, for non-credit related reasons, the customer will be assessed a \$153.00 disconnection/reconnection charge for the subsequent reconnection at the same location.

25. DISCONNECT PROVISIONS – NON-RESIDENTIAL

The company may refuse or disconnect service to non-residential customers for any of the following reasons:

- (A) When the customer violates or fails to comply with the contract or tariff's;
- (B) When service to a customer or consumer violates any law of this state or any political subdivision thereof, or any federal law or regulation;
- (C) When a customer or consumer tampers with company property or engages in a fraudulent practice to obtain service, as set forth in rule 4901:1-10-20 of the Ohio Administrative Code;
- (D) For using electricity or equipment which adversely affects service to other customers or consumers, e.g., voltage fluctuations, power surges, and interruptions of service;
- (E) When a safety hazard to consumers or their premises, the public, or to the Company personnel or facilities exists;

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- (F) When the customer, landlord of the tenant/customer, or tenant leasing the landlord/customer's premises refuses access to Company's facilities or equipment on the customer's property or property leased by the customer;
- (G) For nonpayment of bills and any tariff charges, including security deposits and amounts not in bona fide dispute. Where the customer has registered a complaint with the Commission's public interest center or filed a formal complaint with the Commission which reasonably asserts a bona fide dispute, the Company shall not disconnect service if the customer pays either the undisputed portion of the bill or the amount paid for the same billing period in the previous year;
- (H) When the customer vacates the premises;
- (I) For repairs, provided that the Company has notified consumers prior to scheduled maintenance interruptions in excess of six hours;
- (J) Upon the customer's request;
- (K) A former customer, whose account with that is in arrears for service furnished at the premises, resides at, or has requested service for, such premises;
- (L) When an emergency may threaten the health or safety of a person, a surrounding area, or the operation of the Company's electrical system; and
- (M) For other good cause shown.

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

26. CHANGING COMPETITIVE SERVICE PROVIDERS

Standard Offer Service will be provided under the Company's standard schedules.

Customers may change Competitive Service Providers (CSPs) no more than once during any month subject to the provisions below.

Requests to change a customer's Competitive Retail Electric Service (CRES) Provider must be received by the Company from the new CRES Provider. If the Company receives such a request to change a customer's CRES Provider, the customer shall be notified by the Company concerning the requested change within two business days. If the customer challenges the requested change, the change will not be initiated.

Residential and General Service—1 customers have seven (7) days from the postmark date on the notice to contact the Company to rescind the enrollment request or notify the Company that the change of CRES Provider was not requested by the customer. General Service—2, 3, and 4 customers must contact the CRES Provider directly to stop the switch. Within two business days after receiving a customer request to rescind enrollment with a CRES Provider, the Company shall initiate such rescission and mail the customer confirmation that such action has been taken.

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

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~~The customer shall pay a~~ charge of \$~~405.00~~ will be assessed to the CRES Provider to the Company for each transaction in which a customer authorizes a change in one or more CSPs. However, this switching charge shall not apply in the following specific circumstances: (a) the customer's initial change to service under the Company's open access distribution schedules and service from an CRES Provider, (b) the customer's CRES Provider is changed involuntarily, (c) the customer returns to service from the customer's former CRES Provider following an involuntary change in CRES Provider, or (d) the customer's former CRES Provider's services have been permanently terminated and the customer must choose another CRES Provider. ~~This charge shall be reduced to \$5.00 after December 31, 2013 and will be billable to either the customer or the CRES Provider.~~

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

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

A customer may contact the Company and request to return to the Company's Standard Offer Service. The return to Standard Offer Service shall be conducted under the same terms and conditions applicable to an enrollment with a CRES Provider. The customer will have a seven (7) calendar day rescission period after requesting the Company's Standard Offer Service.

Provided the customer has observed the applicable notification requirements and the Company has effectuated the request to return to Standard Offer Service at least twelve (12) calendar days prior to the next regularly scheduled meter reading date, the customer will be returned to Standard Offer Service on the next regularly scheduled meter reading date.

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27. CUSTOMER CHOICE OF COMPETITIVE SERVICE PROVIDER

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

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

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

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

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

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

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

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

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28. LOSSES

Either the CRES Provider or the Transmission Provider may provide both transmission and distribution losses as required to serve customers at various delivery voltages. If a CRES Provider arranges to provide transmission losses under the provisions of the applicable Open Access Transmission Tariff, then the CRES Provider must also arrange for the appropriate distribution losses. Customers served at transmission and subtransmission voltages require no additional losses other than the losses specified in the applicable Open Access Transmission Tariff. Customers served at primary distribution voltage require 2.0% additional average losses of amounts received by the Company for delivery to the customer. Customers served at secondary distribution voltage require 5.4% additional average losses of amounts received by the Company for delivery to the customer.

29. 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. CRES Providers 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. All CRES Providers must complete all required actions relative to membership with the Transmission Provider and be authorized by the Transmission Provider to transact business with regard to transmission service. The contracting entity or its designee is responsible for scheduling under the tariff. Unless other arrangements have been made, the scheduling entity will be billed by the Transmission Provider for transmission services.

The contracting entity must also purchase or provide ancillary services as specified under the applicable Open Access Transmission Tariff.

Billing and payment shall be performed as specified in the applicable Open Access Transmission Tariff.

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

The Company will bill all customers for the following transmission services:

PJM LINE	CHARGES / CREDITS
1100	Network Integration Transmission Service
1108	Transmission Enhancement
1320	Transmission Owner Scheduling, System Control and Dispatch Service
1330	Reactive Supply and Voltage Control from Generation and Other Sources Service
1450	Load Reconciliation for Transmission Owner Scheduling, System Control and Dispatch Service
1930	Generation Deactivation
2130	Firm Point-to-Point Transmission Service
2140	Non-Firm Point-to-Point Transmission Service

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~~All CRES Providers shall execute a PJM Declaration of Authority.~~ Upon notification by the Company, all CRES Providers shall approve the Company's prepared Billing Line Item Transfers through PJM's Billing Line Item Transfer Tool to allow charges and credits for the above transmission services to be assigned to the Company. All other transmission service charges and credits shall be the responsibility of the CRES Provider.

30. RESERVED MINIMUM STAY REQUIREMENTS

~~Large commercial and industrial customers returning to Standard Offer Service must remain on Standard Offer Service for a period of not less than twelve (12) consecutive months. This requirement shall not apply after December 31, 2013.~~

~~Customers served under residential and small commercial (GS-1) rate schedules returning to the Company's Standard Offer Service must remain on the Company's Standard Offer Service through April 15 of the following year if that customer received the Company's Standard Offer Service at any time during the period from May 16 to September 15. This requirement shall not apply after December 31, 2013.~~

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

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

~~Any residential or small commercial customer returning to the Company's Standard Offer Service and subject to the minimum stay provision will be given appropriate notice by the Company. The customer will be given at least 14 days notice that the customer will be returned to the Company's Standard Offer Service subject to the minimum stay period provision above if the customer fails to choose another alternative.~~

~~Such notice will clearly specify (1) the date by which the customer must choose another CRES Provider or alternative and that the customer will return to the Company's Standard Offer Service if the customer fails to make such choice; (2) the minimum stay period during which the customer will be ineligible to choose another CRES Provider; and (3) any alternatives available to the customer to avoid the minimum stay period.~~

31. SUPPLIER TERMS AND CONDITIONS OF SERVICE31.1 CONTENTS

Paragraph	Section
<u>31.2</u>	Application
<u>31.3</u>	Customer Choice of Competitive Service Provider
<u>31.4</u>	Changing Competitive Service Providers

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31.2627	Voluntary Withdrawal by a CRES Provider
31.2728	Dispute Resolution

31.2 APPLICATION

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

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

31.3 CUSTOMER CHOICE OF COMPETITIVE SERVICE PROVIDER

Customers taking service under the Company's Terms and Conditions of Open Access Distribution Service may elect energy services from a qualified CRES Provider, metering services from a qualified Meter Service Provider (MSP), meter data management services from a qualified Meter Data Management Agent

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(MDMA) and/or billing services from a qualified Billing Agent (BA). Any MSP, MDMA and/or BA services provided to the customer must be arranged through the CRES Provider who provides energy services to the customer.

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

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

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

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

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

31.4 CHANGING COMPETITIVE SERVICE PROVIDERS

Standard Offer Service will be provided under the Company's standard schedules.

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

Requests to change a customer's CRES Provider must be received by the Company from the new CRES Provider. If the Company receives such a request to change a customer's CRES Provider, the customer shall be notified by the Company concerning the requested change within two (2) business days. If the customer challenges the requested change, the change will not be initiated. Residential and General Service ~~4 (excluding Mercantile)~~ customers have seven (7) calendar days from the postmark date on the notice to contact the Company to rescind the enrollment request or notify the Company that the change of CRES Provider was not requested by the customer. ~~General Service-2, 3, and 4 Mercantile~~ customers must contact the CRES Provider directly to stop the switch. Within two (2) business days after receiving a customer request to rescind enrollment with a CRES Provider, the Company shall initiate such rescission and mail the customer confirmation that such action has been taken.

Any request for initial service for a customer under the Company's open access distribution schedules or subsequent changes to a customer's MSP, MDMA and/or BA must be provided by the CRES

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Provider that provides energy services to the customer and arranges for such MSP, MDMA and/or BA services on behalf of the customer. The CRES Provider must obtain, and maintain documentation of, authorization from the customer for any changes in MSP, MDMA and/or BA.

~~The customer shall pay a~~ charge of \$~~10.05.00~~ will be assessed to the ~~Company CRES Provider~~ for each transaction in which a customer authorizes a change in one or more CSPs. However, this switching charge shall not apply in the following specific circumstances: (a) the customer's initial change to service under the Company's open access distribution schedules and service from a CRES Provider, (b) the customer's CRES Provider is changed involuntarily, (c) the customer returns to service from the customer's former CRES Provider following an involuntary change in CRES Provider, or (d) the customer's former CRES Provider's services have been permanently terminated and the customer must choose another CRES Provider.

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

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

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

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~~31.5 — MINIMUM STAY REQUIREMENTS~~

~~31.6 —~~

~~31.7 — Large commercial and industrial customers returning to Standard Offer Service must remain on Standard Offer Service for a period of not less than twelve (12) consecutive months. This requirement shall not apply after December 31, 2014.~~

~~31.8 —~~

~~31.9 — Customers served under residential and small commercial (GS-1) rate schedules returning to the Company's Standard Offer Service must remain on the Company's Standard Offer Service through April 15 of the following year if that customer received the Company's Standard Offer Service at any time during the period from May 16 to September 15. This requirement shall not apply after December 31, 2014.~~

~~31.10 —~~

~~31.11 — A customer returning to the Company's Standard Offer Service as a result of opting out of a governmental aggregation program or as a result of a CRES Provider default as described in Sections 4928.20(D) and 4928.35(D), Ohio Revised Code, will not be subject to the above minimum stay requirements.~~

~~31.12 —~~

~~31.13 — Customers of a governmental aggregation where the legislative authority that formed such governmental aggregation has filed written notice with the Commission pursuant to Section 4928.20 (J), Ohio Revised Code, that it has elected not to receive default service from the Company at standard service offer rates may not return to the Company's standard service offer. Such customers shall pay for service at the prevailing market price of power plus costs of the Company's compliance with the alternative energy resource provisions of section 4928.64, Ohio Revised Code.~~

~~31.14 —~~

~~31.15 — Any residential or small commercial customer returning to the Company's Standard Offer Service and subject to the minimum stay provision will be given appropriate notice by the Company. The customer will be given at least fourteen (14) days notice that the customer will be returned to the Company's Standard Offer Service subject to the minimum stay period provision above if the customer fails to choose another alternative. Such notice will clearly specify (1) the date by which the customer must choose another CRES Provider or alternative and that the customer will return to the Company's Standard Offer Service if the customer fails to make such choice; (2) the minimum stay period during which the customer will be ineligible to choose another CRES Provider; and (3) any alternatives available to the customer to avoid the minimum stay period.~~

~~31.16 —~~

~~31.17~~ 31.5 GENERAL PROVISIONS FOR COMPETITIVE SERVICE PROVIDERS

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

A customer is not permitted to have partial Competitive Retail Electric Service. The CRES Provider(s) shall be responsible for providing the total energy consumed by the customer during any given billing month. In the event the CRES Provider fails to supply sufficient energy to serve its customers, the CRES Provider

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shall be responsible for payment for such energy as provided in Section 7b31.9 of these Supplier Terms and Conditions of Service.

31.6 TRANSMISSION SERVICE RTO SETTLEMENTS, AND RELIABILITY REQUIREMENTS

a. 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. CRES Providers 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~~ operator (RTO). PJM Interconnection ~~LLC L.L.C. (PJM)~~ is currently the applicable ~~regional transmission entity (RTO)~~. 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~~ the applicable Open Access Transmission Tariff. Unless other arrangements have been made, the scheduling entity will be billed by the Transmission Provider for transmission services. The contracting entity must also purchase or provide ancillary services as specified under the applicable Open Access Transmission Tariff.

Billing and payment shall be performed as specified in the applicable Open Access Transmission Tariff.

Failure to obtain sufficient transmission service and ancillary services will result in a suspension of the CRES Provider's registration until resumption of such services by the CRES Provider occurs.

b. RTO Settlements

PJM performs settlements for transmission, capacity and energy obligations for CRES provider market participation on predefined intervals using metered customer load obligations and daily CRES Provider customer enrollment obligation data provided by AEP Ohio. AEP Ohio will make a best effort providing accurate load and customer obligation data. Energy is initially settled by PJM day-after load for CRES Providers, called "Settlement A." After final readings are available to AEP Ohio, supplier load obligation variances are reported to PJM, and PJM performs a final 60-Day energy settlement for the market, called "Settlement B." Until such time PJM establishes processes outside of the 60-day final settlement process, any errors identified outside of this 60-day process are considered closed and no corrected billing shall be performed by the CRES Provider, or on behalf of the CRES Provider by AEP Ohio for their assigned customers.

The Company will make available on its website (<http://www.aepohio.com>) current settlement policies and calculation procedures including but not limited to CRES Provider capacity and energy obligations related to initial PJM "Settlement A", final 60-Day energy "Settlement B."

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c. Reliability Requirements

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

A CRES Provider shall satisfy those applicable reliability requirements issued by the Commission, Transmission Provider, or any other governmental agency or North American Electric Reliability Corporation (NERC) or regional reliability council or their successor who has authority over the CRES Provider.

The Company will bill all customers for the following transmission services:

PJM LINE	CHARGES / CREDITS
1100	Network Integration Transmission Service
1108	Transmission Enhancement
1320	Transmission Owner Scheduling, System Control and Dispatch Service
1330	Reactive Supply and Voltage Control from Generation and Other Sources Service
1450	Load Reconciliation for Transmission Owner Scheduling, System Control and Dispatch Service
1930	Generation Deactivation
2130	Firm Point-to-Point Transmission Service
2140	Non-Firm Point-to-Point Transmission Service

Upon notification by the Company, a ~~All~~ CRES Providers shall ~~approve execute a PJM~~ the Company's prepared Declaration of Authority ~~Billing Line-Item Transfer (BLIT) through PJM's Billing Line Item Transfer Tool~~ to allow charges and credits for the above transmission services to be assigned to the Company. All other transmission service charges and credits shall be the responsibility of the CRES Provider.

8.31.7 SUPPLIER CERTIFICATION WITH THE COMMISSION

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

9.31.8 CRES PROVIDER REGISTRATION WITH THE COMPANY

~~CRS (CRES)~~ Providers desiring to provide Competitive Retail Electric Service to customers located within the Company's Service Territory must ~~also~~ register with the Company. The following ~~information requirements~~ must be completed by the CRES Provider provided to the Company in order to register with the Company:

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- a. Proof of certification by the Commission, including any information provided to the Commission as part of the certification process. The registration process may be initiated upon receipt by the Company of an application for certification by the Commission. However, the Company will not complete the registration process until proof of certification by the Commission has been provided.
- b. A completed copy of the Company's CRES Provider Registration Application for the State of Ohio, along with a non-refundable \$100.00 registration fee payable to the Company.
- c. ~~After the first year, a~~ \$100.00 annual registration fee payable to the Company, which shall be due July 1 October 31 of the first calendar year following the year of the initial registration and each calendar year thereafter.
- d. Credit information and security requirements that satisfy Section 31.9 CRES Provider Credit Requirements ~~An appropriate financial instrument~~ to be held by the Company against CRES Provider defaults and a description of the CRES Provider's plan to procure sufficient electric energy and transmission services to meet the requirements of its firm service customers.
- e. The name of the CRES Provider, business and mailing addresses, and the names, telephone numbers and e-mail addresses of appropriate contact persons, including the 24-hour emergency contact telephone number and emergency contact person(s).
- f. Details of the CRES Provider's dispute resolution process for customer complaints.
- ~~g. A signed statement by the officer(s) of the CRES Provider committing it to adhere to the Company's Open Access Distribution Schedules, Terms and Conditions of Open Access~~
- ~~h.g. An executed Electric Distribution Company/Competitive Retail Electric Service Provider Agreement including a signed statement by the officer(s) of the CRES Provider committing it to adhere to the Company's Open Access Distribution Schedules, Terms and Conditions of Open Access~~ Distribution Service, Supplier Terms and Conditions of Service and any additional requirements stated in any agreement between the CRES Provider and the Company regarding services provided by either party.
- ~~i.h. Submission of necessary forms for, and successful completion of EDI certification testing for applicable transaction sets necessary to commence service, performed quarterly by the Company. An executed Electric Distribution Company/Competitive Retail Electric Service Provider Agreement including An Executed EDI Trading Partner executed Electric Distribution Utility/Competitive Retail Electric Service Provider Agreement and completion of EDI certification testing for applicable transaction sets necessary to commence service, performed quarterly by the, The Company. shall perform EDI testing I quarterly flights and include the CRES Provider in the next available flight.~~
- i. Submission of the necessary form to authorize the Company to remit payment to CRES Provider's bank account upon receipt of customer payment of consolidated energy charges
- j. Submission of the CRES Provider's IRS Form W-9.

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k. For evidence of PJM membership, submission of a copy of executed Schedule 4 of the PJM Operating Agreement between the CRES Provider and PJM.

l. Confirmation that the PJM account information submitted on the registration application above is specific to AEP Ohio load only.

j-m. The Company shall approve or disapprove the CRES Provider's registration within thirty (30) calendar days of receipt of complete registration information from the CRES Provider. The thirty (30) day time period may be extended for up to thirty (30) days for good cause shown, or until such other time as is mutually agreed to by the CRES Provider and the Company.

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

The Company may reject a CRES registration for any of the following reasons:

a. The CRES Provider has been ~~rejected~~ identified by the Company as not ~~being~~ creditworthy satisfying the CRES Provider Credit Information and security requirements.

b. The Company has provided written notice to the CRES Provider that a registration is incomplete and the CRES Provider has failed to submit a completed registration within thirty (30) calendar days of the notification.

cd. The CRES Provider has failed to comply with payment and billing requirements as specified in these Supplier Terms and Conditions of Service.

de. The CRES Provider has failed to comply with all applicable requirements of the Transmission Provider Open Access Transmission Tariff for its registration to be- accepted as complete.

ef. The CRES Provider has failed to execute an Electric Distribution Utility/Competitive Retail Electric Service Provider Agreement, and/or has not successfully completed EDI testing for applicable transaction sets necessary for the commencement of service.

The Company shall not be required to provide services to a CRES Provider unless the CRES Provider is current in its payment of all charges owed under these Supplier Terms and Conditions of Service, Terms and Conditions of Open Access Distribution Service.

CRES Providers shall be solely responsible for having appropriate contractual or other arrangements with their customers necessary to implement Competitive Retail Electric Service consistent with all applicable laws, Commission requirements, Transmission Provider Open Access Transmission Tariff and these Supplier Terms and Conditions of Service. The Company shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.

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Nothing in these Supplier Terms and Conditions of Service is intended to prevent a CRES Provider and a customer from agreeing to reallocate between them any charges that these Supplier Terms and Conditions of Service impose on the CRES Providers, provided that any such agreement shall not change in any way the CRES Provider's obligation to pay such charges to the Company, and that any such agreement shall not confer upon the Company any right to seek recourse directly from the CRES Provider's Customer for any charges owed to the Company by the CRES Providers

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

Customers of a CRES Providers remain bound by the rules and requirements of the applicable Company Tariff under which they receive service from the Company.

31.9 CRES PROVIDER CREDIT REQUIREMENTS

Definitions Used in This Section

"Letter of Credit" means a standby irrevocable letter of credit acceptable to the Company issued by a U.S. bank or financial institution with a minimum "A" senior unsecured debt rating (or, if unavailable, corporate issuer rating) from S&P or a minimum "A3" senior unsecured debt rating (or, if unavailable, corporate issuer rating) from Moody's, in a form acceptable to the Company.

"Moody's" means Moody's Investors Service, Inc.

"S&P" means Standard and Poor's Rating Services.

a. Credit Application

AEP Ohio will review the credit information supplied in ~~All CRES Providers must complete the~~ CRES Provider Registration Application for the State of Ohio to be considered for participation in the Company's Choice Program. As part of the CRES Provider Registration Application, the CRES Provider must provide the Company, with its or its proposed guarantor's most recent independently-audited financial statements, or Form 10K (if applicable), for the last three fiscal years, and its or its proposed guarantor's most recent quarterly unaudited financial statements or Form 10-Q (if applicable) and other financial and other pertinent credit information.

b. Security Requirements.

The amount of the security required must be and remain commensurate with the financial risks placed on the Company by that CRES Provider, including recognition of that CRES Provider's performance. The Company will provide an initial estimate of the CRES Provider's security requirements, and on a forward/ongoing basis, the Company will calculate the amount of the CRES Provider's security requirements and provide notifications, from time to time, as to the amount of security required of the CRES Provider. CRES Provider will meet and satisfy any requests for security required no later than the third business day after the Company's request. Upon request, information regarding the calculation of security requirements will be provided by the Company.~~Determination of Creditworthiness~~

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

~~In considering a CRES Provider's creditworthiness, t~~The Company will review and determine if whether the CRES Provider has, and maintains, stable, or better, minimum investment grade senior unsecured (un-enhanced) long-term debt ratings from any two of the following three rating ~~agency~~agencies; provided, however, that the Company may limit the amount of unsecured credit to be granted to such Certified Supplier CRES Provider if the Company reasonably determines that such limitation is necessary to protect the Company from an unacceptable level of risk. If the CRES Provider or its guarantor is rated by only two rating agencies and the ratings are split, the lower rating will be used. If the CRES Provider or its guarantor is rated by three rating agencies and the ratings are split, the lower of the two highest ratings will be used; provided that, in the event that the two highest ratings are common, such common rating will be used.

AGENCY	SENIOR UNSECURED LONG-TERM DEBT RATINGS
Standard & Poor's <u>Rating Services</u>	BBB- or higher
Moody's Investors' Services, <u>Inc.</u>	Baa3 or higher
Fitch <u>Ratings</u>	BBB- or higher

~~The CRES Provider also will provide the Company, for its creditworthiness determination, with its or its parent's most recent independently audited financial statements, or Form 10K (if applicable), for the last three fiscal years, and its or its parent's most recent quarterly unaudited financial statements or Form 10-Q (if applicable).~~

The Company shall make reasonable alternative credit arrangements with a CRES Provider that is unable to meet the minimum investment grade rating requirements set forth above to satisfy the security requirements establish its creditworthiness or with those CRES Providers whose credit security requirements exceed their allowed unsecured credit limit. The CRES Provider may choose from any of the following credit arrangements, which must be in an acceptable format ~~and from an acceptable issuer to the Company~~: a guarantee of payment from an acceptable guarantor who meets minimum investment grade ~~the above debt rating requirements~~; an irrevocable Letter of Credit (as defined below); a Prepayment Account cash deposit established with the Company; a Surety Bond surety bond, including the Company as a beneficiary; or other mutually agreeable security or arrangement. ~~The alternate credit arrangements may be provided by a party other than the CRES Provider, including one or more ultimate customers. The fact that a guarantee of payment, irrevocable Letter of Credit, Prepayment Account, or Surety Bond is provided by a party other than the CRES Provider shall not be a factor in the determination of the reasonableness of any alternative credit arrangement, as long as such party and the related credit arrangements meet the Company's standard credit requirements.~~ The amount of the security required must be and remain commensurate with the financial risks placed on the Company by that CRES Provider, including recognition of that CRES Provider's performance.

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Initial Credit Calculation

Initially, the Company will calculate the amount of the CRES Provider's collateral requirement by multiplying thirty (15) days of CRES Provider's maximum anticipated peak summer energy usage times the price set at the next July forward index price, as established by a generally accepted industry price index for wholesale power delivered to the Company's load zone within the RTO, and subtracting therefrom the amount of the CRES Provider's allowed unsecured credit limit. The initial collateral requirement shall be compared against actual usage and the greater of the estimate or actual usage shall applied until twelve (12) month's history is established. The collateral requirement shall be rounded up to the nearest integral multiple of \$1,000.

Ongoing Credit Calculation:

Ongoing, the Company will calculate the amount of the CRES Provider's collateral requirement by multiplying fifteen (15) days of the CRES Provider's actual highest monthly peak and off peak energy usage over a rolling twelve (12) month period times the peak and off peak prices set at the next July forward index prices, as established by a generally accepted industry price index for wholesale power delivered to the Company's load zone within the RTO, and subtracting therefrom the amount of the CRES Provider's allowed unsecured credit limit. The collateral requirement shall be rounded up to the nearest integral multiple of \$1,000. Collateral requirements and credit exposure shall be monitored monthly by the Company. Any CRES Provider whose credit exposure exceeds its credit limit will be required to provide additional collateral within three (3) business days of Company's request.

c. Interest on Cash Deposits

The Company will allow simple interest on cash deposits calculated at the Federal Funds Rate over the time period the cash is on deposit. In cases of discontinuance or termination of services, cash deposits will be returned with accrued interest upon payment of all Charges, guarantees and with deduction of unpaid accounts.

d. On-going Security MaintenanceCredit Evaluation

The Company reserves the right to review each CRES Provider's creditworthinesssecurity requirements at any time. The CRES Provider must provide current financial and credit information. In addition, the CRES Provider may request re-evaluation at any time. It is anticipated that demand, unanticipated market movements and economic reasons will result in exposures-security requirements nearing or exceeding the prescribed credit limits or collateral originally in placamount of security. It is also noted that additional security collateral may be required due to a degradation of the amount or form of security held, credit rating or repayment ability of a CRES Provider. Any subsequent review or re-evaluation of a CRES Provider's creditworthiness may result in the CRES Provider being required to
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~~post collateral security not previously requested. The new, additional or change in collateral the security requirement will be necessary to enhance, restore or maintain the Company's credit protection from financial risks placed on the Company. In the alternative, the Company may limit a CRES Provider's level of participation or remove the CRES Provider from further participation in the Company's Choice Program.~~

e. Grant of Security Interest in Collateral.

~~To secure the CRES Provider's obligations under this Tariff and to the extent the CRES Provider delivers collateral to the Company ("Secured Party") in the form of cash or cash equivalent collateral and any and all proceeds resulting therefrom or the liquidation thereof, whether now or hereafter held by, on behalf of or for the benefit of, such Secured Party, and the CRES Provider agrees to take such action as the Company reasonably requires in order to perfect the Secured Party's first-priority security interest in, and lien on (and rights of setoff against), such collateral and any and all proceeds resulting therefrom or from the liquidation thereof. Upon or any time after the occurrence and during the continuation of an Event of Default, the Company may do any one or more of the following: (i) exercise any of the rights and remedies of a Secured Party with respect to all collateral, including any of the rights and remedies under law then in effect; (ii) exercise its rights of setoff against any and all property of the CRES Provider in the possession of the Company or Company's agent; (iii) draw on any outstanding Letter of Credit issued for its benefit; and (iv) liquidate all collateral then held by or for the benefit of the Secured Party free from any claim or right of any nature whatsoever of the CRES Provider. As a Secured Party, the Company shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce the CRES Provider's obligations under the Agreement, with the CRES Provider remaining liable for any amounts owing to the Company after such application.~~

~~Financial Obligation—Dispute Resolution~~

~~If the CRES Provider disputes the calculation of the amount due, as calculated by the Company, the CRES Provider shall notify the Company not later than the close of business on the business day following the due date. The parties will consult each other in good faith in an attempt to resolve the dispute. If the parties fail to resolve the dispute by the close of business on the business day following the notification of the dispute by the CRES Provider, the CRES Provider shall comply with the Company's request for payment. The CRES Provider may appeal the Company's determination of credit requirements to the Commission or seek Staff mediation as to any dispute.~~

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

~~If it is determined that the payment shall be less than the amount requested by the Company, the Company shall refund the excess payment plus simple interest calculated at the Federal Funds Rate over the time period the cash is on deposit to the Certified Supplier by the close of business on the business day following receipt of the Commission's or Staff's determination.~~

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~~14.31.10~~ CUSTOMER ENROLLMENT PROCESS

a. Pre-Enrollment Customer Information List

Upon request, the Company will electronically provide to any CRES Provider certified by the Commission the most recent Customer Information List. The Company may request the CRES Provider to pay a one-time fee of \$150.00 per Company rate zone list provided.

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

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

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

Customer name
Service address
Service city
Service state and zip code
Mailing address
Mailing city
Mailing state and zip code
Rate schedule under which service
is rendered
Rider (if applicable)
~~Customer ID~~Load profile reference category
Switched Status
Meter type (if readily available)
Whether the service address is set to
Net Metering status
Mercantile Customer Indicator
Interval meter data indicator (if readily
available)
Budget bill / PIPP indicator
Meter reading cycle
Most recent twelve (12) months of historical consumption data
(actual energy usage and demand, current and future Peak Load
Contribution and Network Service Peak Load, if available) (provided in
values of four or more digits)
Total premise loss factor value

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

b. CRES Provider Requests for Customer Information

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

c. ~~Direct Access Service~~ CRES Provider Enrollment Requests

Enrollment of a customer is done through ~~a DASR~~ an Electronic Data Interchange enrollment ("EDI Enrollment"), which may be submitted only by a CRES Provider.

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

All ~~EDI Enrollments~~ DASRs will be submitted to the Company no more than thirty (30) calendar days prior to the scheduled meter reading date when the CRES Provider desires the switch to occur, unless otherwise agreed upon by the parties. The Company will process all valid EDI Enrollments ~~DASRs~~ and send the confirmation notice to the customer within two (2) business days. Simultaneous with the sending of the confirmation notice to the customer, the Company will electronically advise the CRES Provider of acceptance. Notice of rejection of the ~~EDI Enrollment~~ DASR to the CRES Provider shall be sent within one business day, if possible, but in no event later than four (4) calendar days, and include the reasons for the rejection. The customer has seven (7) calendar days from the confirmation notice to cancel the contract without penalty. If the customer cancels the contract, the Company shall send a drop notice to the CRES Provider and the previous CRES Provider will continue to serve the customer under the terms and conditions in effect prior to submission of the new EDI Enrollment ~~DASR~~.

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

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

d. Government Aggregation Customer Information List

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

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

The Company will notify CRES Providers in advance of any proposed changes to the actual format or file containing its Government Aggregation Customer Information List.

~~42.31.11~~ CONFIDENTIALITY OF INFORMATION

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

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

31.12 ~~13.~~ LOSSES

~~Either the CRES Provider or the The~~ Transmission Provider may provide both transmission and distribution losses as required to serve customers at various delivery ~~voltages. If a CRES Provider arranges to provide transmission losses under the provisions of the applicable Open Access Transmission Tariff, then the CRES Provider must also arrange for the appropriate distribution losses. Customers~~ voltages Customers served at transmission and subtransmission voltages require no additional losses other than the losses specified in the applicable Open Access Transmission Tariff. Customers served at primary distribution voltage require 2.0% additional average losses of amounts received by the Company for delivery to the

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customer. Customers served at secondary distribution voltage require 5.4% additional average losses of amounts received by the Company for delivery to the customer.

31.13 ~~14.~~ METER SERVICE PROVIDERS (MSPs)

Meters shall be provided and maintained by the Company unless the customer selects a MSP to provide metering services. Unless otherwise specified, such meters shall be and remain the property of the Company. MSPs desiring to provide service to customers in the Company's Service Territory must submit a written application to the Company in order to provide metering services for ownership, installation, inspection and auditing. Such application shall include the following:

- a. A \$500.00 initial registration fee payable to the Company and a \$100.00 annual registration fee thereafter.
- b. Proof of creditworthiness to the Company, including an appropriate financial instrument to be held by the Company and used in the event of damages as a result of the MSP's actions.
- c. The name of the MSP, business and mailing addresses, and the names, telephone numbers and e-mail addresses of appropriate contact persons, including the 24-hour emergency contact telephone number and emergency contact person(s).
- d. Details of the MSP's dispute resolution process for customer complaints.
- e. A signed statement by the officer(s) of the MSP committing it to adhere to the Company's open access distribution schedules, Terms and Conditions of Open Access Distribution Service, Supplier Terms and Conditions of Service and any additional requirements stated in any agreement between the MSP and the Company regarding services provided by either party.
- f. Proof of an electrical subcontractor's license issued by the Ohio Department of Commerce, including the name of the person or entity to which the license has been issued, license number and expiration date. Certification may require an employee to be a licensed electrician in the service area where work is performed.
- g. Description of the (a) applicant's electric meter installation, maintenance, repair and removal experience, (b) applicant's training and experience regarding electrical safety and (c) educational and training requirements in electrical work and safety that the MSP will require from its employees before they are permitted to install, maintain, repair or remove electric meters or metering devices.

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

- a. The Company must approve the type of any and all metering equipment to be installed. Such metering and practices must conform with the Company's metering service guides and standards and must comply with the Meter Testing provision of the Company's Terms and Conditions of Open Access Distribution Service. A written

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agreement between the Company and the MSP shall specify those categories or types of meters for which the MSP is certified to install/remove or test/maintain.

- b. The MSP shall allow the Company to disconnect the MSP's meter, or promptly perform a disconnection as notified by the Company where a customer's service is subject to disconnection due to non-payment of distribution charges. The Company shall be permitted to audit the meter accuracy of MSP meters and to disconnect or remove a MSP's meter when necessary to maintain the safe and reliable delivery of electrical service. The MSP is responsible to acquire the right of ingress and egress from the customer to perform its functions. When necessary, the MSP must also seek written approval and secure from the customer any keys necessary to access locked premises.
- c. The MSP is responsible for detecting and immediately notifying the Company of hazardous conditions noted at the customer's electrical service and meter installation.
- d. The MSP is responsible for recording and notifying the Company of conditions detected on the customer's premises which present potential for injury.
- e. The MSP shall be responsible for conforming to Company standards for sealing and resealing meters as well as properly resetting and sealing demand measurement devices.

31.14 ~~15.~~ METER DATA MANAGEMENT AGENTS (MDMAs)

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

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

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- f. Description of the (a) applicant's experience in meter reading, data validation, editing and estimation, and other data management activities and (b) educational and training requirements that the MDMA will require from its employees before they are permitted to perform such meter reading, data validation, editing and estimating and other data management activities.

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

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

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functions. Any billing corrections shall be consistent with the provisions of the Company's Terms and Conditions of Service for Open Access Distribution Service.

- k. The MDMA is responsible for detecting and immediately notifying the Company of hazardous conditions noted at the customer's electrical service and meter installation.
- l. The MDMA is responsible for recording and notifying the Company of conditions detected on the customer's premises which present potential for injury.
- m. The MDMA shall be responsible for conforming to Company standards for sealing and resealing meters as well as properly resetting and sealing demand measurement devices.

If no entity satisfies the above criteria, the Company shall act as the MDMA. As long as the Company is acting as the MDMA, the Company shall read the meters of the CRES Provider's customers in accordance with the Company's meter reading cycles, which the Company intends to have posted to its website at <http://www.aepohio.com>. Within three (3) business days of the meter read date, the Company shall electronically transmit the usage information for the CRES Provider's customers to the CRES Provider.

The Company may conduct periodic workshops with CRES Providers to solicit input regarding additional data elements that may be appropriate for inclusion in the electronic system used to transmit usage information.

31.15 CONSOLIDATED BILLING BY A BILLING AGENT (BA)

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

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

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

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

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

31.16 CONSOLIDATED BILLING BY THE COMPANY

Upon request, pursuant to Section 2331.22 of these Supplier Term and Conditions of Service, the Company will offer rate-ready or bill-ready Company-issued consolidated bills to customers receiving service from a CRES Provider ~~upon execution of an appropriate agreement between the CRES Provider and the Company upon designation of the rate-ready or bill-ready option, as applicable, in the Electric Distribution Utility/ Competitive Retail Electric Service Provide Agreement~~. Company-issued consolidated billing will include budget billing as an option. The CRES Provider must electronically provide all information in a bill-ready format.

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

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

31.17 METERING AND LOAD PROFILING

All customers with a maximum monthly billing ~~demands-demand~~ of 200 kW or greater for the most recent twelve (12) months shall install a dedicated phone line, or the other mechanism deemed to be sufficient by the Company to enable interval metering and be interval metered. The customer or the

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customer's CRES Provider may request an interval meter for customers with maximum monthly billing demands less than 200 kW.

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

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

Service Performed During Normal	Charge (\$)
Business Hours	
Connect phone line to meter at a time other than the initial interval meter installation	57.00
Perform manual and non-analog meter reading	43.00
Check phone line and perform manual meter reading due to communication loss	47.00
Replace surge protector	119.00
Replace interval board	121.00
Replace modem board	210.00
Replace interval and modem boards	260.00

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

A customer that is required to have interval metering and provide a dedicated analog telephone line must have both the interval meter and dedicated analog telephone line installed and operational before a CRES Provider may serve such customer. Any DASR submitted by a CRES Provider will be rejected if this requirement is not met. If an interval meter is required, the Customer must approve a work order for an interval meter installation before the Company will accept an enrollment DASREDI transaction. For Customers that will have an interval meter installed for the requested service, service may begin, assuming the Company has an approved work order for the interval meter installation. A Company load profile will be used for settlement. Consumption -meter reads will continue to be used for billing. This will be the approach during the period between the Customer's request for an interval meter and the Company's installation of such a meter.

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

The Company, acting as a designated agent for the CRES Provider, will supply hourly load data to Transmission Provider, for the CRES Provider. The Company will provide this data in accordance with the Transmission Provider Open Access Transmission Tariff, including estimates when necessary. The Company will be held harmless for any actions taken while performing agent responsibilities. Meter data collected by the Company shall be used to calculate the quantity of energy actually consumed by a CRES Provider's end-use customers for a particular period. Such collection shall occur at the time of an end-use customer's monthly meter read. Thus, in order to measure the energy consumed by all end-use customers on a particular day, at least one month is required for data collection. It is the responsibility of the CRES Provider to understand this process.

Data from monthly-metered end-use customers is collected in subsets corresponding to end-use customer billing cycles, which close on different days of the month. The Company shall convert such meter data, including estimates, for end-use customers to the equivalent hourly usage. Metered usage will be applied to customer segment load curves to derive an estimate for the hour-by-hour usage.

Data from interval-metered end-use customers will also be collected at least monthly by the Company on a billing cycle basis.

31.18 DEPOSITS

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

31.19 PAYMENTS~~LIABILITY AND INDEMNIFICATION~~

a. General Limitation on Liability

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

The Company shall have no duty or liability with respect to Competitive Retail Electric Service before it is delivered by a CRES Provider to an interconnection point with the AEP Rate Zone. After its receipt of Competitive Retail Electric Service at the point of delivery, the Company shall have the same duty and liability for transmission and distribution service to customers receiving Competitive Retail Electric Service as to those customers receiving electric energy and capacity from the Company. The Company shall have no liability to a CRES Provider for any consequential, indirect, incidental, special, ancillary, punitive, exemplary, or other damages.

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including lost profits, lost revenues, or other monetary losses arising out of any errors or omissions.

a.b. Limitation on Liability for Service Interruptions and Variations

COMPANY'S LIABILITY

~~In addition to the Company's liability as set forth in the Company's Terms and Conditions of Open Access Distribution Service, the following shall apply. The Company shall use reasonable diligence in delivering. The company does not guarantee continuous~~ regular and uninterrupted supply of energy to the customer, but does not guarantee continuous, regular and uninterrupted service. The Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. The Company is also not liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's control.

~~The Company shall not be liable for damages in case such service should be interrupted or fail by reason of failure of the customer's CRES Provider to provide appropriate energy to the Company for delivery to the customer. The Company shall not be liable for any damages, financial or otherwise, to any of the customer's CSPs resulting from an interruption of service.~~

c. Additional Limitations On Liability In Connection With Direct Access.

Except as provided in the Company's Supplier Terms and Conditions of Service, the Company shall have no duty or liability to a CRES Provider providing Competitive Retail Electric Services arising out of or related to a contract or other relationship between a CRES Provider and a customer of the CRES Provider. The Company shall implement customer selection of a CRES Provider consistent with applicable rules of the Commission and shall have no liability to a CRES Provider providing Competitive Retail Electric Services arising out of or related to switching CRES Provider, unless and to the extent that the Company is negligent in switching or failing to switch a customer.

d. Commission Approval of Limitations on Liability.

The Commission approval of the above language in respect to the limitation of liability arising from the Company's negligence does not constitute a determination that such limitation language should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequential damage claims, it should also be the court's responsibility to determine the validity of the exculpatory clause.

e. Indemnification.

To the fullest extent permitted by law, the CRES Provider shall defend, indemnify and hold harmless the Company from and against any and all claims and/or liabilities for losses, expenses, damage to property, injury to or death of any person, including the Company's employees or any third parties, or any other liability incurred by the Company, including reasonable attorneys' fees, relating to performance under these Supplier Terms and Conditions of Service, except to the extent that a court of competent jurisdiction determines that the losses, expenses or damage were caused wholly or in part by any grossly negligent or willful act of omission of the Company.

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

The CRES Provider's obligation to defend, indemnify and hold harmless under this Article shall survive termination of the Electric Distribution Utility/Competitive Retail Electric Service Provider Agreement, and shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CRES Provider under any statutory scheme, including any workers compensation acts, disability benefit acts or other employee benefit acts.

31.20 COMPETITIVE SERVICE PROVIDER'S LIABILITY

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

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

31.21 METER ACCURACY AND TESTS

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

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

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

31.22 BILLING CORRECTIONS SERVICES

a. Billing Options

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A CRES Provider must select a billing option for each of its customer accounts. The billing options are limited to the following: (1) separate billing by the Company and the CRES Provider, (2) Company Consolidated Rate-Ready Billing, or (3) Company Consolidated Bill-Ready Billing. Nothing in these Supplier Terms and Conditions of Service shall require the Company to bill customers manually. Thus, if the CRES Provider is offering price plans that are not considered by the Company as standard rates, the Company will provide the CRES Provider with sufficient meter data on a timely basis so that the CRES Provider can bill the customer directly under the separate billing method or can opt for Company Consolidated Bill-Ready Billing or Company Consolidated Rate-Ready billing. The billing option must be selected by the time the CRES Provider completes EDI testing. If the Company inaccurately applies the usage information to the rates approved by the CRES Provider for Company Consolidated Rate-Ready Billing, the CRES Provider shall notify the Company immediately and the Company shall make a correction in a succeeding billing period. The CRES Provider is responsible for receiving and resolving all customer rate disputes involving charges for services received from the CRES Provider. The Company may provide input to customer rate dispute processes to the extent necessary. From and after the date of termination of Company Consolidated Rate-Ready Billing or Company Consolidated Bill-Ready Billing, the Company shall have no further obligation beyond presenting the CRES Provider's charges for services rendered and to collect and remit payments to the CRES Providers on charges presented to the customer prior to such date of termination.

b. Billing Cycle

Current Company practice is to render bills regularly at monthly intervals, but bills may be rendered more or less frequently at the Company's option. Rate values stated for direct application to -regular monthly billing periods will be adjusted when the time elapsed between billings is substantially -greater or less than a month.

c. Generation Resource Mix.

CRES Providers are responsible for providing a Generation Resource Mix statement to their own customers in accordance with Commission requirements.

d. Setting Up Certified Suppliers' CRES Provider Rates.

CRES Providers using the Consolidated and Rate-Ready Billing option must furnish specific rate information to the Company in a format acceptable for the Company's billing system. The CRES Providers using the Consolidated and Rate-Ready Billing option must furnish specific rate information to the Company in a format acceptable for the Company's billing system.
The CRES

1. The Company will provide all Commission certified and Company enrolled CRES Providers with system requirements and record layouts needed to perform this function.

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2. The CRES Provider will be responsible for creating and verifying the rate information that the Company will use to calculate and bill the CRES Provider's charges.
3. The approved rate information must be in production within the Company's billing system before any customers may be enrolled under that rate. In production means installed in and approved by the Company's billing system and the CRES Provider. New rates must be entered at least six days prior to the effective date, and the new rate must be in effect for the entire bill period.

e. Timetable for Setting up Certified Suppliers' CRES Provider Rates.

1. The Company defines standard rates as falling into one of the following rate types:
 - a) a percentage discount from Price To Compare (PTC)
 - b) a fixed dollar amount
 - c) a monthly customer charge
 - d) a fixed rate per KWH
 - e) a fixed rate per KW
 - f) a flat/fixed monthly other than a customer choice
 - g) a configurable stepped rate with KWH usage ranges
 - h) a seasonal rate.
2. The Company will have five calendar days to set up and system test any -standard rates other than those under the Percentage-off Rate option and fifteen days to set up standard rates under the Percentage-off Rate option.
3. Within three (3) business days after the Company receives the approval of- rates from the CRES Provider, the rates will be placed in production in the Company's billing system and will be available for billing.
4. When the rates are in the Company's billing system and are available for billing, the CRES Provider may register on the EDI customer accounts it wants to be billed on the new rate.
5. All customer enrollments received before the rate is in production will be rejected.

f. Electronic Transmission of Customer Billing Data.

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1. If the CRES Provider chooses to have the Company bill for the customer's electric commodity usage under the Company Consolidated and Rate-Ready Billing option, the Company will provide usage and charges in standard electronic format.

2. If the CRES Provider chooses the Company Consolidated and Bill-Ready Billing option, the Company will provide usage in a standard electronic format and the CRES Provider will provide the Company with the Certified Supplier's charges in a standard electronic format.

g. Company Consolidated and Rate-Ready Billing.

The following business rules will apply to the Company's Consolidated and Rate-Ready- Billing Options:

1. The Company shall calculate and present charges on the next bill generated for the customer for Competitive Retail Electric Services. The CRES Provider assumes the responsibility for the rate supplied for each customer as validated from the Rate Management Portal.
—
2. Within three (3) business days of the meter read date, the Company shall electronically transmit the usage and billing information for the CRES Provider's customers to the CRES Provider.
3. The Company shall present charges on the next bill generated for the customer unless one or more of the following conditions apply: 1) the CRES Provider and the customer was terminated over 60 days before; 2) the Company no longer presents a bill to the customer because of a change in CRES Provider and billing option. If none of these exemptions apply, the Company will present the CRES Provider's charges on the next two consecutive scheduled billings after the relationship between the CRES Provider and the customer terminates.
4. In the event any CRES Provider's charges are not included on a Company Consolidated Rate-Ready Billing for any reason, the only obligation the Company shall have is to include those charges on the next monthly bill unless one or more of the exempting conditions exists as described in the above paragraph. The Company shall not cancel/rebill any billing in which the CRES Provider submitted an incorrect rate code or validated an incorrect rate on the Rate-ManagementBusiness Partner Portal.
5. The Company will charge hourly for administrative and technical support to institute program modifications associated with the implementation of consolidated billing on non-standard rates requested by the CRES Provider and reviewed and approved by the Company. A high level estimate of the work shall be provided and agreed upon in advance. The fixed rate for program modifications necessitated by a request for Consolidated and Rate-Ready Billing shall be \$95 per hour.

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6. Customer payments for CRES Provider charges will be remitted by the Company to the appropriate CRES Provider, subject to the payment provisions in Section 31.23 of these Supplier Terms and Conditions of Service.

7. The Company shall reimburse the CRES Provider for all charges collected on behalf of the CRES Provider within three (3) business days following receipt of the customer's payment, when possible, but at least every two weeks. The Company will continue to bill for previous balances due the CRES Provider on the bill as long as the relationship between the CRES Provider and the customer exists, and for the two scheduled billing periods after the relationship terminates. If no payments are received from the customer after the Company has presented charges for these two scheduled billing periods, all unpaid balances, regardless of age, due the CRES Provider, will be electronically transmitted by the Company via an EDI 248 write off transaction to the CRES Provider. No payments will be forwarded to the CRES Provider after the acknowledgement of the receipt of such a transaction.

h. Company Consolidated and Bill-Ready Billing.

The following business rules will apply to the Company's Consolidated and Bill-Ready Billing Option:

1. Within three (3) business days of receiving usage information for an account in a standard electronic format from the Company, the CRES Provider will provide the Company, in bill-ready format, the CRES Provider's charges for the account in a standard electronic format for presentation on the Company's current invoice to the customer.

4.2. The Company shall present charges on the next bill generated for the customer unless one or more of the following conditions apply: (1) the CRES Provider and the customer was terminated over 60 days before; (2) the Company no longer presents a bill to the customer because of a change in CRES Provider and billing option. If none of these exemptions apply, the Company will present the CRES Provider's charges on the next two consecutive scheduled billings after the relationship between the CRES Provider and the customer terminates.

3. The charges received from the CRES Provider by the Company in standard electronic format for each account will contain no more than twenty charge amounts with twenty associated charge descriptions.

4. Charge descriptions will be no longer than eighty characters each (including punctuation and spaces), and charge amounts will not exceed twelve characters each (including spaces, dollar sign, decimal, and, if applicable, negative sign).

5. If a CRES Provider submits a charge description(s) longer than fifty characters, the Company will wrap the charge description(s) to the next character line on its

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invoice. The corresponding charge amounts will appear in a column to the right of where each charge description ends.

6. If wrapping causes charge descriptions to exceed available lines, each charge description will be truncated and will be printed on the Company's current invoice with the corresponding charge amount appearing in a column to the right of each charge description.
- 2-7. If a CRES Provider submits more than twenty charge amounts for an account, the Company will reject the entire submission for the account via a standard electronic format.
8. The Company will allow up to eight lines on its invoice to display the details of the CRES Provider's charges as follows:
 - a. The Company will display the CRES Provider's name and phone number.
 - b. The charge descriptions and charge amounts submitted by the CRES Provider will be displayed.
 - c. The Company will sum the charge amounts submitted by the CRES Provider and display the total on the line following the last charge description submitted by the CRES Provider.
 - d. In situations where the CRES Provider receives revised usage information for an account from the Company in a standard electronic format, the Company will provide an additional line on its invoice for the total amount of each month of cancelled charges it receives from the CRES Provider in a standard electronic format. The Company will display the dollar amount of the cancelled charges, provided that the twelve character charge amount limit is not exceeded, on an additional line for each month of cancelled charges. The CRES Provider's corrected charges, submitted to the Company in a standard electronic format, will be displayed on the Company's invoice as described in parts i) through iv) above for each month of corrected charges. CRES Providers will not include cancelled charges within the same standard electronic transaction where corrected charges are submitted to the Company.
9. Customer payments for CRES Provider charges will be remitted by the Company to the appropriate CRES Provider, subject to the payment provisions in Section 31.23 of these Supplier Terms and Conditions of Service. The Company will continue to bill for previous balances due the CRES Provider on the bill as long as the relationship between the CRES Provider and the customer exists, and for the two scheduled billing periods after the relationship terminates. If no payments are received from the customer after the Company has presented charges for these two scheduled billing periods, all unpaid balances, regardless of age, due the CRES Provider, will be electronically transmitted by the Company via an EDI 248 write off transaction to the CRES

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Provider. No payments will be forwarded to the CRES Provider after the acknowledgement of the receipt of such transaction

10. Within two (2) business days of any date on which the CRES Provider electronically transmits bill-ready charges to the Company, the Company shall transmit to the CRES Provider, via an EDI transaction 824, notice of rejected charges showing, by SDI, those CRES Provider charges that could not be posted to the specific customer's SDI for bill presentment and explaining why those charges could not be so posted by the Company. The CRES Provider shall correct or modify the charges and resubmit them to the Company and such charges will appear on the next Company consolidated bill presented to the customer. In the event any CRES Provider's charges are not included on a Company consolidated billing, for any reason, the only obligation the Company shall have is to include those charges on the next monthly bill unless one or more of the exempting conditions exist as described paragraph 2 of this subsection.

i. Special Messages.

Rule 4901:1-24-11 of the Ohio Administrative Code mandates that a CRES Provider must provide notice of abandonment on each billing statement rendered to its end-use customers beginning at least ninety days prior to the effective date of the abandonment and continue to provide notice on all subsequent billing statements until the service is abandoned. Where the Company is performing billing services for a CRES Provider, the Company must provide this notice on the billing statement. The Company is not offering bill message services for CRES Provider in any other instance.

The Company is not required to send bill inserts or add special attachments to the bill format for CRES Providers to communicate to customers. Any other special messages either required by the Commission or elected are the responsibility of the CRES Provider.

j. Financial Obligation – Dispute Resolution.

If the CRES Provider disputes the calculation of the amount due, as calculated by the Company, the CRES Provider shall notify the Company not later than the close of business on the business day following the due date. The parties will consult each other in good faith in an attempt to resolve the dispute. If the parties fail to resolve the dispute by the close of business on the business day following the notification of the dispute by the CRES Provider, the CRES Provider shall comply with the Company's request for payment. The CRES Provider may appeal the Company's determination of credit requirements to the Commission or seek Commission Staff mediation as to any dispute.

If it is determined that the payment shall be less than the amount requested by the Company, the Company shall refund the excess payment plus interest calculated at the lower of the average of the Federal Reserve Lending Rate over the time period the cash is

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on deposit or 4.5% annually to the CRES Provider by the close of business on the business day following receipt of the Commission's or Commission Staff's determination.

k. Billing Corrections

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

l. CRES Provider Billing Investigations

Billing investigations shall be limited to the most recent thirty-six (36) months.

m. Customer Load Reports

Requests from the CRES Provider to the Company for customer load data will be submitted to the Company and provided back to the CRES Provider using standard electronic format. Requests for manually prepared interval load data reports will be provided at a charge of \$50 to the CRES Provider.

31.23 CUSTOMER PAYMENT PROCESSING AND COLLECTIONS FOR CONSOLIDATED BILLING

Where the Company acts as the billing agent for the CRES Provider, the Company shall reimburse the CRES Provider for all charges collected on behalf of the CRES Provider within three (3) business days following receipt of the customer's payment, when possible, but at least every two (2) weeks. The Company will continue to bill for previous balances due the CRES Provider on the bill as long as the relationship between the CRES Provider and the customer exists, and for the two (2) scheduled billing periods after the relationship terminates. If no payments are received from the customer after the Company has presented charges for these two (2) scheduled billing periods, all unpaid balances, regardless of age, due the CRES Provider, will be electronically transmitted by the Company via an EDI 248-write off transaction to the CRES Provider in accordance with the Electric Distribution Utility/Competitive Retail Electric Service Provider Agreement. No payments CRES Provider charges will be presented to the customer and no payment will be forwarded to the CRES Provider after the acknowledgement of the receipt of this transaction.

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

Partial payment from a customer shall be applied to the various portions of the customer's total bill in the following order: (a) past due CRES Provider payment arrangement charges (CPA); (b) past due Company Extended Payment Arrangements (EPA) charges and deposit payment

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~~agreement (DPA) charges; past due distribution, Standard Offer Service generation and transmission charges; (c) past due CRES Provider charges; (d) past due Company charges; (e) current CRES provider charges; (f) current distribution, Standard Offer Service generation and transmission charges; (d) current CRES Provider charges, and (eg) other past due and current non-regulated charges.~~

~~31.24~~ ~~25~~ CRES PROVIDER BILLING TERMS AND CONDITIONS

~~Current Company practice is to render bills to the CRES Provider regularly at monthly intervals, but bills may be rendered more or less frequently at the Company's option. Rate values stated for direct application to regular monthly billing periods will be adjusted when the time elapsed between billings is substantially greater or less than a month.~~

~~A CRES Provider shall make payment for charges incurred on or before the due date shown on the bill. The due date shall be determined by the Company and shall not be less than three (3) business days from the date of transmittal of the bill.~~

~~31.22~~ ~~31.25~~ ~~26~~ DEAFULT SUSPENSION AND TERMINATION OR SUSPENSION OF A CRES PROVIDER

~~31.23~~

a. Default.

~~A CRES Provider is in default of its obligations under the Company's Customer Choice Program if any one or more of the following occurs:~~

- ~~1. The CRES Provider fails to perform any material obligation under these Supplier Terms and Conditions of Service;~~
- ~~2. The CRES Provider fails to fully pay an invoice from the Company within three (3) business days following the due date of the invoice.~~
- ~~3. The CRES Provider's credit exposure exceeds the unsecured credit limit or the Company's current collateral enhancement requirement by 5% or more and the CRES Provider has failed to comply with the Company's request for adequate security or adequate assurance of payment within three (3) business days of the Company's request.~~
- ~~4. The Commission has decertified the CRES Provider or otherwise declared it ineligible to participate in the Ohio Customer Choice Program or the Company's Customer Choice Program.~~
- ~~5. The CRES Provider's action or inaction has or will jeopardize the operational integrity, safety, or reliability of the Company's transmission or distribution system.~~

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6. The CRES Provider or the performing services on behalf of the CRES Provider, through actions or inactions, becomes in default of any agreement with or requirement of PJM.

7. The CRES Provider misuses the Company Consolidated and Bill-Ready Billing option by incorrectly using the name of the Company or the name of one of the Company's affiliates in a charge description or otherwise using this billing option in a misleading or defamatory manner.

8. The CRES Provider voluntarily withdraws from the Company's Customer Choice Program without providing at least ninety calendar days' notice to the Company.

9. The CRES Provider files a voluntary petition in bankruptcy; has an involuntary petition in bankruptcy filed against it; is insolvent; has a receiver, liquidator or trustee appointed to take charge of its affairs; has liabilities that exceed its assets; or is otherwise unable to pay its debts as they become due.

b. Notice of Suspension or Termination.

Notwithstanding any other provision of ~~this Tariff~~ these Supplier terms and conditions of Service or any agreement between the Company and the CRES Provider, the Electric Distribution Utility/Competitive Retail Electric Service Provider Agreement, in the event of ~~a default by the CRES Provider~~, the Company shall serve written a notice of such default ~~in reasonable~~ providing reasonable detail and ~~with a proposed remedy to the~~ on the CRES Provider ~~and with a copy contemporaneously provided to~~ the Commission. On 1 or after 1 the date the default notice has been served, the Company may file with the Commission a written request for authorization to terminate or suspend ~~the service agreement between the Company and to~~ the CRES Provider. Except for default due ~~to non-delivery to failure by the CRES Provider to deliver Competitive Retail Electric Service~~, if the Commission does not act within ten (10) business days ~~upon~~ after receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the eleventh ~~(11th)~~ business day after receipt of the request by the Commission. If the default is due to ~~non-delivery, and if failure by the CRES provider to deliver Competitive Retail electric Service and~~ the Commission does not act within five (5) business days ~~upon~~ after receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the sixth ~~(6th)~~ business day. Termination or suspension after receipt of the request by the Commission. Terminations or suspensions shall require authorization from the Commission.

c. Notices.

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

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d. Effect of Suspension

In the event of suspension, the CRES Provider shall not be permitted to enroll any new End-use customers in the Company's Customer Choice Program. During the period of suspension, the CRES Provider shall continue to serve its existing end-use customers.

e. Effect of Termination on CRES Provider's End-use Customers

In the event of termination, the CRES Provider's end-use customers shall be returned to the Company's Standard Offer Rate effective on each end-use customer's next Meter Read Date after the date of termination.

f. Effect of Termination on CRES Provider

The CRES Provider shall not be permitted to enroll any new end-use customers in the Company's Customer Choice Program unless it re-registers in the Company's Customer Choice Program, pursuant to the requirements of Section 931.8 of these Supplier Terms and Conditions of Service.

31.26 VOLUNTARY WITHDRAWAL BY A CRES PROVIDER

A CRES Provider that withdraws from Competitive Retail Electric Service and fails to provide at least ninety (90) days electronic notice of said withdrawal shall reimburse the Company for any of the following costs associated with the withdrawal:

- a. mailings by the Company to the CRES Provider's customers to inform them of the withdrawal and their options;
- b. non-standard/manual bill calculation and production performed by the Company;
- c. CRES Provider data transfer responsibilities that must be performed by the Company;
- d. charges, costs, or penalties imposed on the Company by other parties resulting from CRES Provider's non-performance; and
- e. Any and all other out-of-pocket expenses incurred by the Company as a result of the withdrawal.

31.27 DISPUTE RESOLUTION

Alternative dispute resolution shall be offered to both CRES Providers and the Company as a means to address disputes and differences between CRES Providers and the Company. Alternative Dispute Resolution shall be conducted in accordance with the provisions of Chapter 4901:1-26 of the Ohio Administrative Code. To the extent the dispute involves terms and conditions under the Transmission Provider Open Access Transmission Tariff, dispute resolution procedures provided in the Transmission Provider Open Access Transmission Tariff shall apply.

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~~31.24~~ 31.28 ~~32.~~ CODE OF CONDUCT

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

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- c. The customer does not have to buy the affiliate's products in order to continue to receive quality, regulated service from the Company.

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

9. The Company shall provide comparable access to products and services related to tariffed products and services and specifically comply with the following:

(a) The Company shall be prohibited from unduly discriminating in the offering of its products and/or services;

(b) The Company shall apply all tariff provisions in the same manner to the same or similarly situated entities, regardless of any affiliation or nonaffiliation;

(c) The Company shall not, through a tariff provision, a contract, or otherwise, give its affiliates preference over nonaffiliated competitors of retail electric service or their customers in matters relating to any product and/or service;

(d) The Company shall strictly follow all tariff provisions;

(e) Except to the extent allowed by state law, the Company shall not be permitted to provide discounts, rebates, or fee waivers for any state regulated monopoly service; and

(f) Violations of the provisions of this rule shall be enforced and subject to the disciplinary actions described in divisions (C) and (D) of Section 4928.18, Ohio Revised Code.

10. Notwithstanding any provision of this Code of Conduct, in a declared emergency situation, the Company may take actions necessary to ensure public safety and system reliability. The Company shall maintain a log of all such actions that do not comply with this Code of Conduct, which log shall be review by the Commission.

11. The Company shall establish a complaint procedure for the issues concerning compliance with this rule. All complaints, whether written or verbal, shall be referred to the general counsel of the Company or their designee. The legal counsel shall orally acknowledge the complaint within five (5) business days of its receipt. The legal counsel shall prepare a written statement of the complaint that shall contain the name of the complainant and a detailed factual report of the complaint, including all relevant dates, companies involved, employees involved, and the specific claim. The legal counsel shall communicate the results of the preliminary investigation to the complainant in writing within thirty (30) days after the complaint was received, including a description of any course of action that was taken. The legal counsel shall keep a file in the Cost Allocation Manual, of all such complaint statements for a period of not less than three (3) years. This complaint procedure shall not in any way limit the rights if a party to file a complaint with the Commission.

~~32.33.~~ MINIMUM REQUIREMENTS FOR DISTRIBUTION SYSTEM INTERCONNECTION

Applicability

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This schedule is applicable to any customer with cogeneration, small power production facilities, and/or other on-site facilities producing electrical energy who wishes to operate such facilities in parallel with the Company's distribution system at voltages up to 35 kV. For customers with voltages above 35 kV, Interconnection must comply with all appropriate Federal Energy Regulatory Commission and Regional Transmission Organization requirements. This schedule is not applicable to the interconnection and parallel operation of facilities which the Federal Energy Regulatory Commission has determined to be subject to its jurisdiction. A customer who has a facility that does not qualify for simplified interconnection pursuant to the PUCO's distribution interconnection rules (O.A.C. § 4901:1-22) (Commission Rules) and the Company's technical requirements for interconnection (Technical Requirements), incorporated herein by reference, may negotiate a separate interconnection agreement with the Company and the terms and conditions of this schedule shall apply to such customers to the extent that the negotiated interconnection agreement does not conflict with this schedule.

Purpose

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

Customer Request For Interconnection

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

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

1. Where no construction is required by the Company and the facility qualifies for simplified interconnection pursuant to the review procedure contained in the Commission Rules, interconnection shall be permitted within four weeks of the Company's receipt of a completed interconnection application in compliance with the terms and conditions of this schedule. Prior to actual interconnection, the customer must execute the interconnection agreement.
2. Where construction or system upgrades of the Company's distribution system are required, the Company shall provide the customer, in a timely fashion, an estimate of the schedule and the customer's cost for the construction or upgrades. If the customer desires to proceed with the construction or upgrades, the customer and the Company shall enter into a contract. The contract

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shall contain a construction schedule listing target commencement and completion dates, and an estimate of the customer's costs for construction or upgrades. Assuming the customer is ready, the interconnection shall take place no later than two weeks following the completion of such construction or upgrades. The Company shall employ best reasonable efforts to complete such system construction or upgrades in the shortest time reasonably practical.

3. All interconnection applications shall be processed by the Company in a nondiscriminatory manner. The Company shall promptly provide the customer a written notice of the Company's receipt of the application. The Company will endeavor to place such notice in the U.S. Mail or respond by Email within three business days after the application has been received by the Company's personnel designated on the application form. The Company shall provide the customer with a copy of the review process and a target date for processing the application. If the application is viewed as incomplete, the Company must provide a written notice within 10 days of receipt of the application by the Company's personnel designated on the application form that the application is not complete together with a description of the information needed to complete the application and a statement that processing of the application cannot begin until the information is received. The Company's target date shall permit interconnection in a timely manner pursuant to the requirements of the Commission Rules. Interconnection applications will be processed in the order that they are received. It is recognized that certain interconnection applications may require minor modifications while they are being reviewed by the Company. Such minor modifications to a pending application shall not require that it be considered incomplete and treated as a new or separate application. Minor modifications would not include at least the following: changes in facility size or location; any change requiring a new impact study; or any other substantive change.
4. If the Company determines that it cannot connect the customer's facility within the time frames required by the Commission Rules, the Company will notify the customer in writing of that fact as soon as possible. The notification will identify the reason or reasons the interconnection could not be completed within the time frames stated, and provide an estimated date for completion. This section shall not limit the rights of a customer for relief under Ohio Revised Code Chapter 4905.

Technical Requirements

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

Metering

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

Liability Insurance

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

System Impact and Facilities Studies

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

Interconnection Fees

The Company shall not charge any fees for interconnection other than those authorized by this schedule. Fees contained herein apply to each installation at the Company's distribution voltages up to 35 kV.

The Company shall charge each customer that applies for interconnection service an application fee as set forth in the Commission Rules. Fees for customer applications for interconnection that meet the qualifications for level 1, level 1.1 or level 1.2 simplified review procedures will be based on the actual costs per one-tenth of an hour of time spent by Company personnel on the simplified review. Customer applications for interconnection that meet the qualifications for level 2 expedited review will be subject to an application fee of \$50.00, plus one dollar per kilowatt of the applicant's system nameplate capacity rating. Interconnection customers whose facilities qualify for level 3 standard review procedures shall pay an application fee of \$100.00, plus two dollars per kilowatt of the applicant's system nameplate capacity rating.

Level 2 and level 3 interconnection review processes may require that one or more interconnection studies be performed to determine the feasibility, system impact, and cost of safely connecting the customer's generation facilities to the Company's distribution system. As specified in

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~~Julie A. Sloat~~ Pablo Vegas, President
AEP Ohio

OHIO POWER COMPANY

Revised Sheet No. 103-66D
Cancels ~~4st-2nd~~ ^{3rd} Revised Sheet No. 103-66D

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

the Commission Rules, the cost of engineering work done as part of any feasibility, system impact or facilities study shall be billed to the customer at the Company's actual cost of performing such study.

Additional Fees

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

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

Construction or Upgrade Fees

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

Resolution of Disputes

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

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OHIO POWER COMPANY

Cancels ~~4st~~ ^{3rd} Revised Sheet No. 103-67D
~~2nd~~ Revised Sheet No. 103-67D

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

Special Terms and Conditions of Service

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

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AEP Ohio

CERTIFICATE OF SERVICE

In accordance with Rule 4901-1-05, Ohio Administrative Code, the PUCO's e-filing system will electronically serve notice of the filing of this document upon the following parties. In addition, I hereby certify that a service copy of the foregoing *Testimony of Stacey D. Gabbard* was sent by, or on behalf of, the undersigned counsel to the following parties of record this 13th day of May 2016, via electronic transmission.

/s/ Steven T. Nourse

Steven T. Nourse

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Summary: Testimony -Direct Testimony of Stacey D. Gabbard in Support of AEP Ohio's Amended Electric Security Plan electronically filed by Mr. Steven T Nourse on behalf of Ohio Power Company