

Before
THE PUBLIC UTILITIES COMMISSION OF OHIO

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: :
In the Matter of the application of : :
AEP OHIO TRANSMISSION COMPANY, INC. : : Case No. 16-____-EL-AIS
for authority to issue short-term notes and other : :
evidences of indebtedness : :
.....

APPLICATION

Applicant AEP Ohio Transmission Company, Inc. (OHTCo), respectfully requests authority to participate in the AEP System Utility Money Pool, and to make short-term borrowings of up to \$250,000,000 from the Money Pool from time to time, through December 31, 2017. Alternatively, OHTCo requests authority to make short-term borrowings (“Intercompany Borrowings”) from American Electric Power Company, Inc. (“AEP”), AEP Transmission Holding Company, LLC (“AEP Holdco”) or AEP Transmission Company, LLC (“AEP Transmission”), provided that the aggregate amount of Money Pool borrowings and Intercompany Borrowings will not exceed \$250,000,000.

In support of its Application, OHTCo states as follows:

FIRST: Applicant is an Ohio corporation engaged in the business of supplying electric transmission service to consumers within the state of Ohio, and is a public utility as defined by Sections 4905.03(A)(3) and 4905.02, Ohio Revised Code.

SECOND: Applicant is a subsidiary of AEP Transmission, which is in turn owned by AEP Holdco, a wholly-owned subsidiary of AEP.

THIRD: As of August 31, 2016, Applicant had outstanding \$738,100,000 of long-term debt and \$52,910,709 of short-term Money Pool borrowings, all of which notes were issued pursuant to former orders of your Honorable Commission.

FOURTH: Attached hereto as Exhibit A are unaudited financial statements, including a balance sheet and statements of income and retained earnings of the Applicant as of June 30, 2016.

FIFTH: Applicant hereby requests authorization to continue to participate in the AEP System Utility Money Pool ("Money Pool")¹ as set forth in this Application and to make short-term borrowings up to \$250,000,000 from the Money Pool from time to time through December 31, 2017. OHTCo also may continue to make short-term Intercompany Borrowings from AEP, AEP Holdco or AEP Transmission, provided that the aggregate amount of Money Pool borrowings and short-term Intercompany Borrowings will not exceed \$250,000,000. Applicant asks that the authority granted by the Commission in this Case supersede the short-term borrowing authority granted by the Commission in Case No. 15-1635-EL-AIS.

A. Background and Request.

In Case No. 15-1635-EL-AIS, this Commission authorized Applicant to participate in the Money Pool and to make short-term borrowing up to \$200,000,000 from the Money Pool and make Intercompany Borrowings from time to time through December 31, 2016.

Each Participant, other than AEP, AEP Utilities and AEP Funding, makes unsecured short-term borrowings from the Money Pool and contributes surplus funds to the Money Pool. AEP, AEP Utilities and Utility Funding may only contribute funds to the Money Pool and are not authorized to borrow funds from the Money Pool. American Electric Power Service

¹ In addition to Applicant, the following companies are parties to the Money Pool: AEP Appalachian Transmission Company, Inc., AEP Generating Company, AEP Indiana Michigan Transmission Company, Inc., AEP Kentucky Transmission Company, Inc., AEP Oklahoma Transmission Company, Inc., AEP Texas Central Company, AEP Texas North Company, AEP West Virginia Transmission Company, Inc., Appalachian Power Company, Indiana Michigan Power Company, Kentucky Power Company, Kingsport Power Company, Public Service Company of Oklahoma, Southwestern Electric Power Company, Wheeling Power Company, Blackhawk Coal Company, Cedar Coal Company, Central Appalachian Coal Company, Central Coal Company, Dolet Hills Lignite Company LLC and Southern Appalachian Coal Company (the "Participants"), American Electric Power Company, Inc. ("AEP"), AEP Utilities, Inc. ("AEP Utilities") and AEP Utility Funding, LLC ("Utility Funding").

Corporation ("AEPSC") acts as administrative agent of the Money Pool. A copy of the AEP System Utility Money Pool Agreement, as amended, is attached hereto as Exhibit B.

B. Current Operations.

All short-term borrowing needs of the Participants are met by funds in the Money Pool to the extent such funds are available. Applicant has the right to borrow from the Money Pool from time to time, subject to the availability of funds; provided, however, that the aggregate amount of all loans requested by Applicant shall not exceed the proposed short-term borrowing limit authorized by the Commission. Applicant is not obligated to borrow from the Money Pool if lower cost funds can be obtained from its own borrowing. While AEP, AEP Utilities and AEP Funding do not borrow funds from the Money Pool or any Participant, AEP, AEP Utilities and AEP Funding do contribute funds to the Money Pool.

Each Participant and AEPSC determine the amount of funds it has available for contribution to the Money Pool. The determination of whether a Participant at any time has surplus funds, or should lend such funds to the Money Pool, is made by such Participant's treasurer, any assistant treasurer, or by a designee thereof, on the basis of cash flow projections and other relevant factors, in such Participant's sole discretion. Each Participant may withdraw any of its funds at any time upon notice to AEPSC.

C. Sources of Funds.

The Money Pool includes from time to time funds from the following sources: (i) surplus funds of any of the Participants; (ii) surplus funds of AEP; (iii) short-term borrowings by AEP. All debt issued in connection with the Money Pool is unsecured.

AEPSC administers the Money Pool by matching up, to the extent possible, short-term cash surpluses and loan requirements of the various Participants. Participants' requests for short-term loans are met first from surplus funds of other Participants which are available to the Money Pool.

To the extent that Participant contributions of surplus funds to the Money Pool are insufficient to meet Participant requests for short-term loans, AEP may contribute surplus corporate funds to the extent available or any borrowings it makes from external sources. Funds which are loaned from Participants into the Money Pool which are not required to satisfy borrowing needs of other Participants are invested on the behalf of the Money Pool in one or more short-term instruments.

Funds provided by Applicant to the Money Pool should only be loaned to those Money Pool Participants (i) who are regulated public utilities or such utilities' subsidiaries or (ii) who have, or whose direct parent company has, investment grade or higher credit ratings from at least one nationally recognized rating agency or, in the absence of such rating, an investment grade or higher corporate credit rating from at least one such agency. As of the date of this application, the Applicant's parent company, AEP Transmission, is rated "A2" by Moody's Investors Services, Inc.

D. Use of Proceeds.

The Money Pool makes funds available to Participants for the interim financing of their capital expenditure programs and their other working capital needs and to repay previous borrowings incurred for such purposes. External borrowings will not be made unless there are no surplus funds in the treasuries of the Participants sufficient to meet borrowing needs. Each Participant borrows pro rata from each funding source in the same proportion that the amount of funds provided by that funding source bears to the total amount of short-term funds available to the Money Pool.

E. Interest Rate.

The interest rate applicable on any day to then outstanding loans through the Money Pool is the composite weighted average daily effective cost incurred by AEP for short-term borrowings from external sources for the Money Pool. If there are no borrowings outstanding then the rate is the certificate of deposit yield equivalent of the 30-day Federal Reserve "A2/P2"

Non Financial Commercial Paper Composite Rate ("Composite"), or if no composite is established for that day then the applicable rate is the Composite for the next preceding day for which the Composite is established. The interest rates of any Intercompany Borrowings, whether from AEP, AEP Holdco, or AEP Transmission, as the case may be, will duplicate the cost of short-term borrowings of the Participants in the Money Pool.


Each Participant receiving a loan must repay the principal amount of such loan, together with all interest accrued thereon, on demand and in any event not later than the then-effective expiration date of the authorization for the operation of the Money Pool. All loans made through the Money Pool may be prepaid by the borrower without premium or penalty. If the Money Pool is in an invested position, interest income related to external investments is calculated daily and allocated back to Participants on the basis of their relative contribution to the investment pool funds on that date.

* * *

WHEREFORE: Applicant requests authority to continue to participate in the AEP System Utility Money Pool as set forth in this Application and to make short-term borrowings from the Money Pool from time to time and to make Intercompany Borrowings, provided that the aggregate amount of Money Pool borrowings and Intercompany Borrowings will not exceed \$250,000,000, all as proposed and described in this Application. Applicant further requests all other and further relief necessary and appropriate.

Respectfully submitted this 30th day of September, 2016.

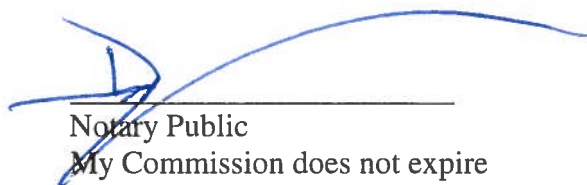
AEP OHIO TRANSMISSION COMPANY, INC.

By 

Renee V. Hawkins
Assistant Treasurer

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

Before me, a Notary Public in and for Franklin County in the State of Ohio, personally appeared Renee V. Hawkins, Assistant Treasurer of AEP Ohio Transmission Company, the Applicant in the foregoing application, and she being duly sworn says that the facts and allegations herein contained are true to the best of her knowledge and belief.



Notary Public
My Commission does not expire

Dated: September 30, 2016



David C. House
NOTARY PUBLIC
My commission expires
September 30, 2017

EXHIBIT A

Financial Statements of Applicant as of June 30, 2016

EXHIBIT B

AEP System Utility Money Pool Agreement

380 - AEP Ohio Trans Co
BALANCE SHEET

Exhibit A

380
07/26/2016 10:12
2016
08/12/2016 06:30

Layout: GL58291
Account: GL_Acct_260 Business Unit: 380

ASSETS										
Cash and Cash Equivalents	0	0	0	0	0	0	0	0	0	0
Other Cash Deposits	0	0	0	0	0	0	0	0	0	0
Accounts Receivable	62,844,276	34,803,392	28,040,884	28,040,884	41,163,172	23,541,442	21,681,104	23,541,442	39,302,834	0
Advances to Affiliates	0	30,899,637	(30,899,637)	(30,899,637)	0	0	0	0	0	0
Fuel, Materials and Supplies	(0)	0	0	(0)	0	0	0	(0)	0	0
Risk Management Contracts - Current	0	0	0	0	0	0	0	0	0	0
Margin Deposits	0	0	0	0	0	0	0	0	0	0
Unrecovered Fuel - Current	0	0	0	0	0	0	0	0	0	0
Other Current Regulatory Assets	0	0	0	0	0	0	0	0	0	0
Prepayments and Other Current Assets	1,861,477	1,514,278	347,200	347,200	1,537,169	1,804,596	324,308	1,804,596	56,881	0
TOTAL CURRENT ASSETS	64,705,753	67,217,307	(2,511,554)	(2,511,554)	42,700,341	25,346,038	22,005,412	25,346,038	39,359,715	0
Electric Production	1,627,812,145	1,573,061,557	54,750,589	54,750,589	1,212,019,015	1,619,139,997	415,793,130	1,619,139,997	8,672,149	0
Electric Transmission	0	0	0	0	0	0	0	0	0	0
Electric Distribution	0	0	0	0	0	0	0	0	0	0
General Property, Plant and Equipment	554,775	51,930	502,846	502,846	51,930	554,775	502,846	554,775	19,105,356	0
Construction Work-in-Progress	371,493,854	242,501,675	128,992,179	128,992,179	398,966,395	352,388,498	(27,472,541)	352,388,498	27,777,505	0
TOTAL PROPERTY, PLANT AND EQUIPMENT	1,999,860,775	1,815,615,162	184,245,613	184,245,613	1,611,037,339	1,972,083,270	388,823,435	1,972,083,270	27,777,505	0
less: Accumulated Depreciation and Amortization	(44,546,074)	(31,268,035)	(13,278,035)	(13,278,035)	(20,457,284)	(42,364,008)	(24,068,790)	(42,364,008)	(2,182,066)	0
NET PROPERTY, PLANT AND EQUIPMENT	1,955,314,701	1,784,347,123	170,967,578	170,967,578	1,590,580,055	1,929,719,262	364,734,645	1,929,719,262	25,595,439	0
Net Regulatory Assets	51,044,156	42,650,658	8,393,497	8,393,497	40,532,434	43,581,690	10,511,722	43,581,690	7,462,466	0
Securitized Transition Assets and Other	0	0	0	0	0	0	0	0	0	0
Spent Nuclear Fuel and Decommissioning Trusts	0	0	0	0	0	0	0	0	0	0
Investments in Power and Distribution Projects	0	0	0	0	0	0	0	0	0	0
Goodwill	0	0	0	0	0	0	0	0	0	0
Long-Term Risk Management Assets	0	0	0	0	0	0	0	0	0	0
Employee Benefits and Pension Assets	0	0	0	0	0	0	0	0	0	0
Other Non Current Assets	40,551,980	82,973,941	(42,421,961)	(42,421,961)	29,829,085	48,126,641	10,722,895	48,126,641	(7,574,661)	0
TOTAL OTHER NON-CURRENT ASSETS	91,596,136	125,624,599	(34,028,463)	(34,028,463)	70,361,519	91,708,331	21,234,617	91,708,331	(112,195)	0
TOTAL ASSETS	2,111,616,590	1,977,189,029	134,427,561	134,427,561	1,703,641,915	2,046,773,631	407,974,675	2,046,773,631	64,842,959	0
LIABILITIES										
Accounts Payable	54,917,805	69,247,147	(14,329,342)	(14,329,342)	69,547,908	63,058,850	(14,630,102)	63,058,850	(8,141,044)	0
Advances from Affiliates	25,801,235	0	25,801,235	25,801,235	11,814,022	10,109,793	13,987,213	10,109,793	15,691,442	0
Short-Term Debt	0	0	0	0	0	0	0	0	0	0
Other Current Regulatory Liabilities	0	0	0	0	0	0	0	0	0	0
Long-Term Debt Due Within One Year - Non-Affiliated	0	0	0	0	0	0	0	0	0	0
Long-Term Debt Due Within One Year - Affiliated	0	0	0	0	0	0	0	0	0	0
Risk Management Liabilities	0	0	0	0	0	0	0	0	0	0
Accrued Taxes	106,663,599	77,590,430	29,073,168	29,073,168	66,423,276	93,400,106	40,240,322	93,400,106	13,263,493	0
Memo: Property Taxes	101,628,615	141,456,000	(39,827,385)	(39,827,385)	68,521,159	110,268,261	33,107,455	110,268,261	(8,639,647)	0
Accrued Interest	4,378,040	4,326,259	51,781	51,781	4,234,471	2,898,014	143,569	2,898,014	1,480,026	0
Deposits - Customer and Collateral	0	0	0	0	0	0	0	0	0	0
Over-Recovered Fuel Costs - Current	0	0	0	0	0	0	0	0	0	0
Other Current Liabilities	114,088	132,044	(17,955)	(17,955)	852,072	17,117	(737,984)	17,117	96,972	0
TOTAL CURRENT LIABILITIES	191,874,768	151,295,880	40,578,887	40,578,887	152,871,749	169,483,880	39,003,018	169,483,880	22,390,888	0
Long-Term Debt - Affiliated	738,100,000	738,100,000	0	0	630,100,000	738,100,000	108,000,000	738,100,000	27,111	0
Long-Term Debt - Non Affiliated	(2,633,468)	(2,796,153)	162,665	162,665	(2,772,669)	(2,660,599)	139,381	(2,660,599)	0	0
Long-Term Debt - Premiums and Discounts Unamor	0	0	0	0	0	0	0	0	0	0
Long-Term Risk Management Liabilities	0	0	0	0	0	0	0	0	0	0
Deferred Income Taxes	366,172,861	336,524,209	29,648,651	29,648,651	251,827,877	360,968,520	114,344,984	360,968,520	5,204,340	0
Deferred Investment Tax Credits	21,242,556	16,933,118	4,309,438	4,309,438	13,381,161	20,478,467	7,861,395	20,478,467	764,089	0
Regulatory Liabilities and Deferred Credits	0	0	0	0	0	0	0	0	0	0
Asset Retirement Obligation	0	0	0	0	0	0	0	0	0	0
Nuclear Decommissioning	0	0	0	0	0	0	0	0	0	0
Employee Benefits and Pension Obligations	0	0	0	0	0	0	0	0	0	0
Trust Preferred Securities	0	0	0	0	0	0	0	0	0	0
Cumulative Preferred Stocks of Subs - Mandatory Red	0	0	0	0	0	0	0	0	0	0
Other Non-Current Liabilities	0	0	0	0	0	0	0	0	0	0
TOTAL NON-CURRENT LIABILITIES	1,122,881,929	1,088,761,175	34,120,754	34,120,754	892,536,169	1,116,886,389	230,345,760	1,116,886,389	5,995,540	0
TOTAL LIABILITIES	1,314,756,696	1,240,057,055	74,699,641	74,699,641	1,045,407,918	1,286,370,268	269,348,778	1,286,370,268	28,386,428	0
Cumulative Pref Stocks of Subs - Not subject Mand Ret	0	0	0	0	0	0	0	0	0	0
Minority Interest - Deferred Credits	0	0	0	0	0	0	0	0	0	0
COMMON SHAREHOLDERS' EQUITY										
Common Stock	0	0	0	0	0	0	0	0	0	0
Paid In Capital	567,500,000	560,750,000	6,750,000	6,750,000	512,750,000	567,500,000	54,750,000	567,500,000	0	0
Premium on Capital Stock	0	0	0	0	0	0	0	0	0	0
Retained Earnings	229,359,894	176,381,974	52,977,920	52,977,920	145,483,997	192,903,363	83,875,897	192,903,363	36,456,531	0
Accumulated Other Comprehensive Income (Loss)	0	0	0	0	0	0	0	0	0	0
TOTAL SHAREHOLDERS' EQUITY	796,859,894	737,131,974	59,727,920	59,727,920	658,233,997	760,403,363	138,625,897	760,403,363	36,456,531	0
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	2,111,616,590	1,977,189,029	134,427,561	134,427,561	1,703,641,915	2,046,773,631	407,974,675	2,046,773,631	64,842,959	0

380 - AEP Ohio Trans Co
Comparative Income Statement

380

07/08/2016 15:31

Jun 2016

Layout: GLS8094

Account: GL_ACCT_SEC Business Unit: 380

09B V2016-06-30

	Current Month Jun 2016	3 Mo Rolling 2016	Year-to-Date 2016	12mo Rolling Jun 2016
REVENUES				
Revenue - Retail Sales	-	-	-	-
Revenue - Transmission	65,795,477	97,978,940	146,032,614	242,201,365
Revenue - Sales for Resale	-	-	-	-
Revenue - Other Operating	140	419	4,061	196,087
Provision for Rate Refund	-	-	-	-
A Revenue - Power Sales	-	-	-	-
TOTAL OPERATING REVENUES	65,795,616	97,979,359	146,036,675	242,397,451
FUEL EXPENSES				
Total Fuel for Electric Generation	-	-	-	-
Total Purchased Power	-	-	-	-
GROSS MARGIN	65,795,616	97,979,359	146,036,675	242,397,451
OPERATING EXPENSES				
Operational Expenses	925,062	2,799,276	6,326,188	12,864,293
Maintenance Expenses	165,519	508,837	1,054,449	2,052,437
Total Maintenance and Operational Expenses	1,090,581	3,308,113	7,380,637	14,916,730
Depreciation and Amortization	2,998,159	8,931,458	17,700,872	32,070,994
Taxes Other Than Income Taxes	5,936,285	19,523,794	38,574,366	68,088,869
TOTAL OPERATING EXPENSES	10,025,024	31,763,364	63,655,875	115,076,593
OPERATING INCOME	55,770,592	66,215,995	82,380,799	127,320,858
NON-OPERATING INCOME / (EXPENSES)				
Total Interest & Dividend Income	-	5,298	14,527	16,836
Interest & Dividend Carrying Charge	-	-	-	-
Memo: Total Interest & Dividend Income w/ Carrying	-	5,298	14,527	16,836
AFUDC	1,491,613	4,000,840	7,325,143	16,431,320
Gain on Disposition of Equity Investments	-	-	-	-
Total Interest Charges	1,894,783	5,733,990	11,664,547	22,078,070
INCOME BEFORE INCOME TAXES and EQUITY EARNINGS	55,367,422	64,488,143	79,055,922	121,690,944
INCOME TAXES and EQUITY EARNINGS				
Total Income Taxes	18,910,891	21,333,365	25,078,002	37,815,047
Equity Earnings of Subs	-	-	-	-
INCOME AFTER INCOME TAXES and EQUITY EARNINGS	36,456,531	43,154,778	52,977,920	83,875,897
Discontinued Operations (Net of Taxes)	-	-	-	-
Cumulative Effect of Accounting Changes	-	-	-	-
Extraordinary Income / (Expenses)	-	-	-	-
NET INCOME	36,456,531	43,154,778	52,977,920	83,875,897
Minority Interest	-	-	-	-
Preferred Stock Dividend Subs	-	-	-	-
Earnings to Common Shareholders	36,456,531	43,154,778	52,977,920	83,875,897
Double Check on Net Income Node after PS	-	-	-	-

Reserved Sector 2016-06-30

AEP Ohio Trans Co

Indirect Cash Flow

2016-06-30

380

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YTD Jun 2016

Layout: GLS8998

DBA V2099-01-01

Account: GL_A CCT_CASHFLOW Business Unit: Error

Total
YTD Jun 2016

OPERATING ACTIVITIES			
5	Net Income	Tot	52,977,920
5	Net Income from Continuing Operations	Tot	52,977,920
Adjustments to Reconcile Operating Activities:			
5	Significant Items	Tot	78,931,920
5	Change in Other Regulatory Assets	Tot	(4,811,036)
5	Change in Other Regulatory Liabilities	Tot	-
5	Change in Other Assets	Tot	149,640
5	Change in Other Liabilities	Tot	162,665
Changes in Certain Working Capital			
5	Accounts Receivable, Net	Tot	(28,040,884)
5	Fuel, Materials & Supplies	Tot	0
5	Prepayments	Tot	(362,425)
5	Accounts Payable, Net	Tot	(975,281)
5	Customer Deposits	Tot	-
5	Margin Deposits	Tot	-
5	Accrued Taxes	Tot	29,073,168
5	Accrued Interest	Tot	51,781
5	Rent Accrued - Rockport Plant Unit 2	Tot	-
5	Other Current Assets	Tot	15,225
5	Other Current Liabilities	Tot	-
4	Net Cash Flow From Operating Activities	Tot	127,172,694
INVESTING ACTIVITIES			
5	Proceeds on Sale of Property & Other Assets	Tot	-
5	Capital Expenditures - Property & Construction	Tot	(192,258,404)
5	Capital Expenditures - NonUtility	Tot	-
5	Equity Investments	Tot	-
5	Change in Advances to Affiliates	Tot	30,899,637
5	Change in Other/Special Cash Deposits	Tot	-
5	Change in Bond Defeasances Funds	Tot	-
5	Acquisitions of Assets	Tot	(200,694)
5	Acquisitions of Nuclear Fuel	Tot	-
5	Purchases of Investment Securities	Tot	-
5	Sales of Investment Securities	Tot	-
5	Other Investing Activities	Tot	1,835,531
4	Net Cash Flow (Used) by Investing Activities	Tot	(159,723,929)
FINANCING ACTIVITIES			
5	Issuance - Common Stock (AEP)	Tot	-
5	Issuance - Preferred Stock (AEP)	Tot	-
5	Issuance - Preferred Stock of Subsidiary Company	Tot	-
5	Capital Contribution from Parent	Tot	6,750,000
5	Issuance - Long-term Debt	Tot	-
5	Issuance - Long-term Debt of Affiliates	Tot	-
5	Change in Adv from Affiliates	Tot	25,801,235
5	Change in Short-term Debt	Tot	-
5	Short-term Debt - Affiliated Companies (net)	Tot	-
5	Retirement - Preferred Stock	Tot	-
5	Retirement - Long-term Debt	Tot	-
5	Retirements - Long-term Debt of Affiliates	Tot	-
5	Dividend Paid Common Stock	Tot	-
5	Dividend Paid - Preferred Stock (AEP)	I/S	-
5	Capital Lease Obligations - Principle Payment	Tot	-
5	Amortization of Funds from Amended Coal Contr	Tot	-
5	Proceeds on Nuclear Fuel Leaseback	Tot	-
5	Other Financing Activities	Tot	-
5	Net (acquisition)/disposition of Treasury Stock	Tot	-
4	Net Cash Flow From Financing Activities	Tot	32,551,235
INC/(DEC) in CASH & CASH EQUIVALENTS			-
Cash and Cash Equivalents at Beginning of Period			-
Cash and Cash Equivalents at Ending of Period			-
SUPPLEMENTARY INFORMATION			
Cash Paid for Interest, Net of Capitalized Amounts		Tot	11,361,614
Net Cash Paid for Income Taxes		Tot	(69,895,000)
Noncash Acquisitions Under Capital Leases		Tot	-
Construction Expenditures Included in Accounts Payable @ YTD Jun 2016		Tot	47,513,384
Construction Expenditures Included in Other Current Liabilities @ YTD Jun 2016		Tot	1,837,050
Nuclear Fuel Expenditures Included in Accounts Payable @ YTD Jun 2016		Tot	-
Noncash Assumption of Liabilities		Tot	-
Cash Paid for CTC Refunds		Tot	-

Exhibit B

**AEP SYSTEM AMENDED AND RESTATED
UTILITY MONEY POOL AGREEMENT**

This AMENDED AND RESTATED UTILITY MONEY POOL AGREEMENT ("Agreement") is made and entered into this 9th day of December, 2004 by and among American Electric Power Company, Inc., a New York corporation ("AEP"), AEP Utilities Inc., a Delaware corporation ("AEP Utilities"), both registered holding companies under the Public Utility Holding Company Act of 1935, as amended (the "Act"), American Electric Power Service Corporation ("AEPSC"), a New York corporation and a nonutility subsidiary of AEP (in its role as administrative agent and as a participant in the Utility Money Pool), AEP Utility Funding LLC, a Delaware limited liability company ("AEPUF"), and certain of the direct or indirect subsidiaries of AEP, each of which are signatories hereto and participants in the AEP Utility Money Pool ("Participants"), or which subsequently become signatories hereto and agree to abide by the terms herein. (All of the above are referred to as a Party or Parties to this Agreement).

WHEREAS, the following entities are each a direct or indirect subsidiary of AEP, and a Participant in the AEP Utility Money Pool (collectively referred to herein as "Operating Companies"):

AEP Generating Company
AEP Texas Central Company
AEP Texas North Company
Appalachian Power Company
Columbus Southern Power Company
Indiana Michigan Power Company
Kentucky Power Company
Kingsport Power Company
Ohio Power Company
Public Service Company Of Oklahoma
Southwestern Electric Power Company
Wheeling Power Company

And

WHEREAS, in addition to the Operating Companies, the following are Participants in the AEP Utility Money Pool:

American Electric Power Service Corporation
Blackhawk Coal Company
Cedar Coal Company
Central Appalachian Coal Company
Central Coal Company
Colomet, Inc.
Conesville Coal Preparation Company
Dolet Hills Lignite Company, LLC

Franklin Real Estate Company
Indiana Franklin Reality, Inc.
Simco, Inc.
Southern Appalachian Coal Company

WHEREAS, the Participants from time to time have need to borrow funds on a short-term basis; and

WHEREAS, some of the Parties from time to time are expected to have funds available to loan on a short-term basis; and

WHEREAS, AEP and the Parties have established a pool (the "Utility Money Pool") to coordinate and provide for certain of the Participants' short-term cash requirements;

WHEREAS, AEPUF has been formed to fund the Utility Money Pool; and

NOW THEREFORE, in consideration of the premises, and the mutual promises set forth herein, the Parties hereto agree as follows:

ARTICLE I CONTRIBUTIONS AND BORROWINGS

Section 1.1. Contributions to the Utility Money Pool.

American Electric Power Service Corporation ("AEPSC") shall act as administrative agent of the Utility Money Pool. Each Participant, AEP, AEP Utilities, and AEPUF will determine on a daily basis, the amount of funds it has available for contribution to the Utility Money Pool. The determination of whether a Party at any time has surplus funds, or shall lend such funds to the Utility Money Pool, will be made by such Party's treasurer, any assistant treasurer, or by a designee thereof, on the basis of cash flow projections and other relevant factors, in such Party's sole discretion. Each Party may withdraw any of its funds at any time upon notice to AEPSC.

Section 1.2 Rights to Borrow.

(a) Subject to the provisions of Section 1.4(b) of this Agreement, all short-term borrowing needs of the Participants may be met by funds in the Utility Money Pool to the extent such funds are available. Each Participant shall have the right to borrow from the Utility Money Pool from time to time, subject to the availability of funds and the limitations and conditions set forth herein and in the applicable orders of the Securities and Exchange Commission ("SEC") and other regulatory authorities. Each Participant may request loans from the Utility Money Pool from time to time during the period from the date hereof until this Agreement is terminated by written agreement of the Parties; provided, however, that the aggregate amount of all loans requested by any Participant hereunder shall not exceed the applicable borrowing limits set forth in applicable orders of the SEC and other regulatory authorities, resolutions of such Board of

Directors, such Party's governing corporate documents, and agreements binding upon such Party. No Participant shall be obligated to borrow from the Utility Money Pool if lower cost funds can be obtained from its own external borrowing.

(b) Neither AEP, AEP Utilities nor AEPUF will borrow funds from the Utility Money Pool or any Participant. Participants in the Utility Money Pool will not engage in lending and borrowing transactions with participants in the Nonutility Money Pool. The Utility Money Pool will not borrow from the Nonutility Money Pool.

Section 1.3 Source of Funds.

- (a) AEPSC administers the Utility Money Pool by matching up, to the extent possible, short-term cash surpluses and loan requirements of the various Participants. Participants' requests for short-term loans are met first from surplus funds of other Participants which are available to the Utility Money Pool. To the extent the Participant contributions of surplus funds to the Utility Money Pool are insufficient to meet Participant requests for short-term loans, AEP or AEP Utilities may contribute corporate funds to the extent available or borrowings may be made from external sources. Funds will be made available from such sources in such other order as AEPSC, as administrator of the Utility Money Pool, may determine will result in a lower cost of borrowing to companies borrowing from the Utility Money Pool, consistent with the individual borrowing needs and financial standing of the Parties providing funds to the Utility Money Pool.
- (b) External borrowings may be made by AEP, AEP Utilities, Inc., or AEPUF, each individually, a Lending Party, collectively Lending Parties, from the sale of commercial paper notes and/or other instruments authorized by the SEC, and/or bank borrowings ("External Funds"), the proceeds of which would be added to the Utility Money Pool, in each case to the extent permitted by applicable laws and regulatory orders. All debt issued in connection with the Utility Money Pool will be unsecured. External borrowings by AEP, AEP Utilities, or AEPUF will not be made unless there are no surplus funds in the treasuries of the Participants sufficient to meet borrowing needs. If it is determined that AEP can borrow money at a cheaper rate than AEPUF can, then AEP will fund the Utility Money Pool directly.
- (c) Each borrowing Participant will borrow pro rata from each fund source in the same proportion that the amount of funds provided from that fund source bears to the total amount of short-term funds available to the Utility Money Pool. On any day, when more than one fund source (e.g., surplus treasury funds of AEP, AEP Utilities or other Utility Money Pool participants ("Internal Funds") and External Funds), with different rates of interest, is used to fund loans through the Utility Money Pool, each borrowing party will borrow pro rata from each fund source in the same proportion that the amount of funds provided by that fund source bears to the total amount of short-term funds available to the Utility Money Pool.

Section 1.4 Authorization.

(a) The determination of whether a Participant or a Lending Party has at any time surplus funds to lend to the Utility Money Pool will be made by its treasurer, any assistant treasurer, or by a designee thereof.

(b) Any loan from the Utility Money Pool to a Participant shall be authorized by the borrowing Participant's treasurer, any assistant treasurer, or by a designee thereof. No Party shall be required to effect a borrowing through the Utility Money Pool if such Participant determines that it can (and is authorized to) effect such borrowing at lower cost through the sale of its own commercial paper or other instruments, or borrowing directly from banks.

Section 1.5 Investment of Investment Pool Funds.

Funds which are loaned from Participants into the Utility Money Pool which are not required to satisfy borrowing needs of other Participants ("Investment Pool") will be invested on the behalf of the Lending Parties in one or more short-term instruments ("External Investments"), including (i) interest-bearing accounts with banks; (ii) obligations issued or guaranteed by the U.S. government and/or its agencies and instrumentalities, including obligations under repurchase agreements; (iii) obligations issued or guaranteed by any state or political subdivision thereof, provided that such obligations are rated not less than "A" by a nationally recognized rating agency; (iv) commercial paper rated not less than "A-1" or "P-1" or their equivalent by a nationally recognized rating agency; (v) money market funds; (vi) bank certificates of deposit; (vii) Eurodollar funds; (viii) short-term debt securities rated AA or above by Standard & Poor's, Aa or above by Moody's Investors Service, or AA or above by Fitch Ratings; (ix) short-term debt securities issued or guaranteed by an entity rated AA or above by Standard & Poor's, Aa or above by Moody's Investors Service, or AA or above by Fitch Ratings; and (x) such other investments as are permitted by Section 9(c) of the Act and Rule 40 thereunder.

No funds from the Utility Money Pool will be invested in EWG's or FUCO's.

Section 1.6 Utility Money Pool Interest.

The interest rate applicable on any day to then outstanding loans through the Utility Money Pool, whether or not evidenced by a promissory demand note, will be the composite weighted average daily effective cost incurred by the Lending Parties for External Funds outstanding on that date. If there are no External Funds outstanding on that date, then the rate would be the certificate of deposit yield equivalent of the 30-day Federal Reserve "A2/P2" Non-Financial Commercial Paper Composite Rate (the "Composite"), or if no Composite is established for that day, then the applicable rate will be the Composite for the next preceding day for which a composite is established.

If the Composite shall cease to exist, then the rate would be the composite which then most closely resembles the Composite and/or most closely mirrors the pricing the Lending Parties would expect if it had External Funds.

Section 1.7 Investment Pool Interest.

Interest income related to External Investments will be calculated daily and allocated back to Participants on the basis of their relative contribution to the Investment Pool funds on that date.

Section 1.8 Repayment.

Each Participant receiving a loan hereunder shall repay the principal amount of such loan, together with all interest accrued thereon, on demand and in any event not later than the expiration date of SEC authorization for the operation of the Utility Money Pool. All loans made through the Utility Money Pool may be prepaid by the borrower without premium or penalty.

Section 1.9 Form of Loans to Participants.

Loans to the Participants through the Utility Money Pool will be made pursuant to open-account advances, although any AEPUF or Participant would at all times be entitled to receive upon request a promissory note evidencing the transaction. Any such note shall: (a) be substantially in the form attached herewith as Exhibit A; (b) be dated as of the date of the initial borrowing; (c) mature on demand or on a date mutually agreed to by the Parties to the transaction, but in any event not later than the expiration date of the SEC authorization for the operation of the Utility Money Pool; and (d) be repayable in whole at any time or in part from time to time, without premium or penalty.

ARTICLE II OPERATION OF THE UTILITY MONEY POOL

Section 2.1 Operation.

Operation of the Utility Money Pool, including record keeping and coordination of loans, will be handled by AEPSC under the authority of the treasurer or any assistant treasurer of AEP and/or AEPSC. AEPSC shall be responsible for the determination of all applicable interest rates and charges to be applied to any loans from the Utility Money Pool and earnings to be applied to any loans to the Utility Money Pool and/or Investment Pool outstanding at any time hereunder, shall maintain records of all advances, interest charges and accruals and interest and principal payments for purposes hereof, and shall prepare periodic reports thereof for the Parties. Services rendered by AEPSC will be "at cost" in accordance with rules of the SEC.

Section 2.2 Certain Costs.

The cost of fees and/or compensating balances paid to banks to maintain credit lines will be allocated to the Participants on the basis of relative maximum non-coincidental borrowings of the Participants.

Section 2.3 Event of Default.

If any Participant shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors, or any proceeding shall be instituted by or against any Participant seeking to adjudicate it a bankrupt or insolvent, then AEPSC, on behalf of the Utility Money Pool, may, by notice to the Participant, terminate the Utility Money Pool's commitment to the Participant and/or declare the unpaid principal amount of any loans to such Participant, and all interest thereon, to be forthwith due and payable and all such amounts shall forthwith become due and payable without presentment, demand, protest or other formalities of any kind, all of which are hereby expressly waived by the Participant.

ARTICLE III AEP UTILITIES FUNDING LLC

Section 3.1 AEPUF.

AEPUF is a special purpose financing conduit, formed to fund the Utility Money Pool. AEPUF may obtain funds from external sources or from AEP or AEP Utilities. AEP, AEP Utilities and the Operating Companies are also authorized to fund the Utility Money Pool through the issuance of short-term debt. AEPUF will have a separate bank account for all Utility Money Pool funds. AEPUF may issue commercial paper or other short-term debt for the benefit of the Utility Money Pool participants and will lend cash proceeds of the issuance of commercial paper to each Participant as said Participant's needs are identified. When AEPUF directly issues commercial paper to dealers to fund the Utility Money Pool, each Operating Company that borrows from AEPUF must maintain comparable debt ratings equal to or greater than AEPUF and maintain requisite backup facilities with one or more financial institutions.

Section 3.2 Loans.

AEPUF shall provide the cash proceeds of each issuance of commercial paper or other short-term debt to the Utility Money Pool. The proceeds of borrowings by AEPUF will not be loaned to AEP or AEP Utilities. The proceeds of the borrowings of AEPUF will be used to repay AEPUF's borrowings or be invested to continue funding the Utility Money Pool.

Section 3.3 Several Liability.

It is expressly agreed that the obligations of each Participant to AEPUF are several and not joint and, subject to paragraph 3.4 below, that each Participant shall not be responsible to AEPUF or any assignee or creditor of AEPUF for any payment in excess of payments due under any Participant's outstanding note and its pro rata share of other expenses and administrative costs of AEPUF in connection with its funding of the Utility Money Pool. No Participant will be liable for the borrowings of any other affiliate under the Utility Money Pool.

Section 3.4 Placement Agents.

(a) As a condition precedent to each commercial paper dealer and placement agent (each, a "Placement Agent") entering into a dealer or placement agreement with AEPUF (each such agreement, a "Placement Agreement"), each Participant agrees: (i) to pay all costs, expenses, liabilities, losses and damages, including liabilities in respect of the AEPUF's indemnification obligations under the Placement Agreements (collectively, the "Liabilities") which it may incur relating to the offer and sale of AEPUF's commercial paper, the proceeds of which were used to make any loan to such Participant under this agreement, and (ii) to pay its Pro Rata Share of all other Liabilities which AEPUF may incur other than any such Liability which relates to the offer and sale of AEPUF's commercial paper the proceeds of which were used to make any loan to any other participant in the Utility Money Pool in respect of which such other affiliate is obligated to pay the full amount of such Liability. As used herein the term "Pro Rata Share" of any Liability shall mean an amount equal to the product of such Liability and a fraction expressed as a percentage (x) the numerator of which is the average outstanding loans made to the Participant during the period from the date which is three years prior to the date such Liability is due and payable to the date such Liability is due and payable (the "Determination Period"), and (y) the denominator of which is the average aggregate outstanding loans made during the Determination Period to the Participant and all other Participants which received loans from AEPUF and which are obligated to pay such Liability in accordance with this provision.

(b) Each Participant and AEPUF hereby acknowledge and agree that each Placement Agent is a third-party beneficiary of this Article III and is entitled to the benefits of the obligations of each separate Participant contained in this Article III and is entitled to bring any action to enforce such obligations directly against the separate Participant. In the case of any specific Liability arising out of or in connection with the Placement Agreement, each Participant shall pay the amount of such Participant's Liability directly to such Placement Agent or as the Placement Agent directs.

(c) This Article III shall not be amended or modified without the prior written consent of each Placement Agent. The agreements and obligations of each of the Participants set forth in this Article III shall survive the termination of this Agreement.

ARTICLE IV MISCELLANEOUS

Section 4.1 Amendments.

No amendment to this Agreement shall be effective unless the same be in writing and signed by all Parties thereto.

Section 4.2 Legal Responsibility.

Nothing herein contained shall render AEP or any Party liable for the obligations of any other Party(ies) hereunder and the rights, obligations and liabilities of AEP and the Parties are several in accordance with their respective obligations, and not joint.

Section 4.3 Governing Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned Parties have duly caused this document to be signed on their behalf on the date first written above by the undersigned thereunto duly authorized.

AMERICAN ELECTRIC POWER COMPANY, INC.

and

AEP UTILITIES, INC.

AEP UTILITY FUNDING LLC

AMERICAN ELECTRIC POWER SERVICE CORPORATION, as

Agent and Participant

Participants:

AEP GENERATING COMPANY

AEP TEXAS CENTRAL COMPANY

AEP TEXAS NORTH COMPANY

APPALACHIAN POWER COMPANY

COLUMBUS SOUTHERN POWER COMPANY

INDIANA MICHIGAN POWER COMPANY

KENTUCKY POWER COMPANY

KINGSPORT POWER COMPANY

OHIO POWER COMPANY

PUBLIC SERVICE COMPANY OF OKLAHOMA

SOUTHWESTERN ELECTRIC POWER COMPANY

WHEELING POWER COMPANY

BLACKHAWK COAL COMPANY

CEDAR COAL COMPANY

CENTRAL APPALACHIAN COAL COMPANY

CENTRAL COAL COMPANY

COLOMET, INC.

CONESVILLE COAL PREPARATION COMPANY

DOLET HILLS LIGNITE COMPANY, LLC

FRANKLIN REAL ESTATE COMPANY

INDIANA FRANKLIN REALTY, INC.

SIMCO, INC.

SOUTHERN APPALACHIAN COAL COMPANY

By: Wanda A. Hargus

Assistant Treasurer of each
of the above-listed companies.

**FORM OF UTILITY MONEY POOL NOTE
TO BE EXECUTED BY BORROWING PARTIES
TO AEP OR OTHER PARTIES**

_____, 20__

FOR VALUE RECEIVED, the undersigned, _____ (the "Borrower"), hereby promises to pay to the order of _____ (the "Lender") at its principal office in _____, on demand or on _____, 20__, or at the option of the Borrower, whichever first occurs, but in any event not later than the expiration date of the SEC authorization for the operation of the Utility Money Pool, the principal sum set forth on the attachment hereto as "Principal Amount Outstanding." This note may be paid in full at any time or in part from time to time without premium or penalty. The Principal Amount Outstanding shall bear interest at the composite weighted average daily effective cost incurred by the Lending Parties for External Funds outstanding on that date. If there are no External Funds outstanding on that date, then the rate would be the CD yield equivalent of the 30-day Federal Reserve "A2/P2" Non-Financial Commercial Paper Composite Rate (the "Composite"), or if no Composite is established for that day, then the applicable rate will be the Composite for the next preceding day for which a Composite is established.

This Note shall be governed by, and construed and interpreted in accordance with, the Laws of the State of New York.

IN WITNESS WHEREOF, the undersigned, pursuant to due authorization, has caused this Note to be executed in its name and on its behalf by its duly authorized officer.

(Name of Borrower)

By: _____
Name: _____
Title: _____

**AMENDMENT NO. 1
TO
AEP SYSTEM AMENDED AND RESTATED
UTILITY MONEY POOL AGREEMENT**

This Amendment No. 1 to the AMENDED AND RESTATED UTILITY MONEY POOL AGREEMENT ("Agreement") is made and entered into this 6th day of May, 2011 by and among American Electric Power Company, Inc., a New York corporation ("AEP"), AEP Utilities Inc., a Delaware corporation ("AEP Utilities"), both registered holding companies, American Electric Power Service Corporation ("AEPSC"), a New York corporation and a nonutility subsidiary of AEP (in its role as administrative agent and as a participant in the Utility Money Pool), AEP Utility Funding LLC, a Delaware limited liability company ("AEPUF"), and certain of the direct or indirect subsidiaries of AEP, each of which are signatories hereto and participants in the AEP Utility Money Pool ("Participants"), or which subsequently become signatories hereto and agree to abide by the terms herein. (All of the above are referred to as a Party or Parties to this Agreement).

WHEREAS, the following entities are each a direct or indirect subsidiary of AEP, and a Participant in the AEP Utility Money Pool (collectively referred to herein as "Operating Companies"):

AEP Generating Company
AEP Texas Central Company
AEP Texas North Company
Appalachian Power Company
Columbus Southern Power Company
Indiana Michigan Power Company
Kentucky Power Company
Kingsport Power Company
Ohio Power Company
Public Service Company of Oklahoma
Southwestern Electric Power Company
Wheeling Power Company

And

WHEREAS, in addition to the Operating Companies, the following are Participants in the AEP Utility Money Pool:

American Electric Power Service Corporation
Blackhawk Coal Company
Cedar Coal Company
Central Appalachian Coal Company
Central Coal Company
Conesville Coal Preparation Company
Dolet Hills Lignite Company, LLC
Franklin Real Estate Company

Indiana Franklin Reality, Inc.
Southern Appalachian Coal Company

WHEREAS, AEP and the Parties have established a pool (the "Utility Money Pool") to coordinate and provide for certain of the Participants' short-term cash requirements;

WHEREAS, AEPUF has been formed to fund the Utility Money Pool;

WHEREAS, the following entities are indirect subsidiaries of AEP and will own, operate, manage and control facilities in their respective states for the transmission of electricity at wholesale to its customers (collectively, the "Transcos"):

AEP Ohio Transmission Company, Inc., an Ohio corporation, and
AEP Oklahoma Transmission Company, Inc., an Oklahoma corporation;

WHEREAS, each of the Transcos, has been deemed a "public utility" for FERC purposes and will be regulated by the state utility commissions in the states where they operate and therefore are deemed "public utilities" for purposes of inclusion in the Agreement;

WHEREAS, each of the Transcos desires to become a party to the Agreement; and

NOW THEREFORE, in consideration of the premises, and the mutual promises set forth herein, the Parties hereto agree as follows:

1. The Agreement is hereby amended to provide that each of the Transcos listed below is hereby accepted as a Participant in the Agreement.

2. Each of the following Transcos hereby elects to become a Participant in the AEP System Utility Money Pool and hereby agrees to be bound by the terms and conditions of the Agreement:

AEP Ohio Transmission Company, Inc.
AEP Oklahoma Transmission Company, Inc.

IN WITNESS WHEREOF, the undersigned Parties have duly caused this document to be signed on their behalf on the date first written above by the undersigned thereunto duly authorized.

AMERICAN ELECTRIC POWER COMPANY, INC.

and

AEP UTILITIES, INC.

AEP UTILITY FUNDING LLC

AMERICAN ELECTRIC POWER SERVICE CORPORATION, as

Agent and Participant

Current Participants:

AEP GENERATING COMPANY
AEP TEXAS CENTRAL COMPANY
AEP TEXAS NORTH COMPANY
APPALACHIAN POWER COMPANY
COLUMBUS SOUTHERN POWER COMPANY
INDIANA MICHIGAN POWER COMPANY
KENTUCKY POWER COMPANY
KINGSPORT POWER COMPANY
OHIO POWER COMPANY
PUBLIC SERVICE COMPANY OF OKLAHOMA
SOUTHWESTERN ELECTRIC POWER COMPANY
WHEELING POWER COMPANY

BLACKHAWK COAL COMPANY
CEDAR COAL COMPANY
CENTRAL APPALACHIAN COAL COMPANY
CENTRAL COAL COMPANY
CONESVILLE COAL PREPARATION COMPANY
DOLET HILLS LIGNITE COMPANY, LLC
FRANKLIN REAL ESTATE COMPANY
INDIANA FRANKLIN REALTY, INC.
SOUTHERN APPALACHIAN COAL COMPANY

By: Charles E. Zibulsky
Treasurer of each
of the above-listed companies.

Newly Added Participants:

**AEP OHIO TRANSMISSION COMPANY, INC.
AEP OKLAHOMA TRANSMISSION COMPANY, INC.**

By: Charles Zebule
Treasurer of each
of the above-listed companies.

AMENDMENT NO. 2
TO
AEP SYSTEM AMENDED AND RESTATED
UTILITY MONEY POOL AGREEMENT

This Amendment No. 2 to the AMENDED AND RESTATED UTILITY MONEY POOL AGREEMENT ("Agreement") is made and entered into this 14th day of November, 2011 by and among American Electric Power Company, Inc., a New York corporation ("AEP"), AEP Utilities Inc., a Delaware corporation ("AEP Utilities"), American Electric Power Service Corporation ("AEPSC"), a New York corporation and a nonutility subsidiary of AEP (in its role as administrative agent and as a participant in the Utility Money Pool), AEP Utility Funding LLC, a Delaware limited liability company ("AEPUF"), and certain of the direct or indirect subsidiaries of AEP, each of which are signatories hereto and participants in the AEP Utility Money Pool ("Participants"), or which subsequently become signatories hereto and agree to abide by the terms herein. (All of the above are referred to as a Party or Parties to this Agreement).

WHEREAS, the following entities are each a direct or indirect subsidiary of AEP, and a Participant in the AEP Utility Money Pool (collectively referred to herein as "Operating Companies"):

AEP Generating Company
AEP Texas Central Company
AEP Texas North Company
Appalachian Power Company
Columbus Southern Power Company
Indiana Michigan Power Company
Kentucky Power Company
Kingsport Power Company
Ohio Power Company
Public Service Company of Oklahoma
Southwestern Electric Power Company
Wheeling Power Company

And

WHEREAS, in addition to the Operating Companies, the following are Participants in the AEP Utility Money Pool:

AEP Ohio Transmission Company, Inc.
AEP Oklahoma Transmission Company, Inc.
American Electric Power Service Corporation
Blackhawk Coal Company
Cedar Coal Company
Central Appalachian Coal Company
Central Coal Company
Conesville Coal Preparation Company

Dolet Hills Lignite Company, LLC
Franklin Real Estate Company
Indiana Franklin Reality, Inc.
Southern Appalachian Coal Company

WHEREAS, AEP and the Parties have established a pool (the "Utility Money Pool") to coordinate and provide for certain of the Participants' short-term cash requirements;

WHEREAS, AEPUF has been formed to fund the Utility Money Pool;

WHEREAS, the following entity is an indirect subsidiary of AEP and will own, operate, manage and control facilities in its respective state for the transmission of electricity at wholesale to its customers (the "Transco"):

AEP Indiana Michigan Transmission Company, Inc., an Indiana corporation;

WHEREAS, the Transco has been deemed a "public utility" for FERC purposes and will be regulated by the state utility commission in the state where it operates and therefore is deemed a "public utility" for purposes of inclusion in the Agreement;

WHEREAS, the Transco desires to become a party to the Agreement; and

NOW THEREFORE, in consideration of the premises, and the mutual promises set forth herein, the Parties hereto agree as follows:

1. The Agreement is hereby amended to provide that the Transco listed below is hereby accepted as a Participant in the Agreement.

2. The following Transco hereby elects to become a Participant in the AEP System Utility Money Pool and hereby agrees to be bound by the terms and conditions of the Agreement:

AEP Indiana Michigan Transmission Company, Inc.

IN WITNESS WHEREOF, the undersigned Parties have duly caused this document to be signed on their behalf on the date first written above by the undersigned thereunto duly authorized.

AMERICAN ELECTRIC POWER COMPANY, INC.

and

AEP UTILITIES, INC.

AEP UTILITY FUNDING LLC

**AMERICAN ELECTRIC POWER SERVICE CORPORATION, as
Agent and Participant**

Current Participants:

**AEP GENERATING COMPANY
AEP TEXAS CENTRAL COMPANY
AEP TEXAS NORTH COMPANY
APPALACHIAN POWER COMPANY
COLUMBUS SOUTHERN POWER COMPANY
INDIANA MICHIGAN POWER COMPANY
KENTUCKY POWER COMPANY
KINGSPORT POWER COMPANY
OHIO POWER COMPANY
PUBLIC SERVICE COMPANY OF OKLAHOMA
SOUTHWESTERN ELECTRIC POWER COMPANY
WHEELING POWER COMPANY**

**AEP OHIO TRANSMISSION COMPANY, INC.
AEP OKLAHOMA TRANSMISSION COMPANY, INC.
BLACKHAWK COAL COMPANY
CEDAR COAL COMPANY
CENTRAL APPALACHIAN COAL COMPANY
CENTRAL COAL COMPANY
CONESVILLE COAL PREPARATION COMPANY
DOLET HILLS LIGNITE COMPANY, LLC
FRANKLIN REAL ESTATE COMPANY
INDIANA FRANKLIN REALTY, INC.
SOUTHERN APPALACHIAN COAL COMPANY**

By: Charles E Zebulz
Treasurer of each
of the above-listed companies.

Newly Added Participant:

AEP Indiana Michigan Transmission Company, Inc.

By: Charles E Zebulz
Treasurer of the above-listed company

**AMENDMENT NO. 3
TO
AEP SYSTEM AMENDED AND RESTATED
UTILITY MONEY POOL AGREEMENT**

This Amendment No. 3 to the AMENDED AND RESTATED UTILITY MONEY POOL AGREEMENT ("Agreement") is made and entered into this 20th day of March, 2013 by and among American Electric Power Company, Inc., a New York corporation ("AEP"), AEP Utilities Inc., a Delaware corporation ("AEP Utilities"), American Electric Power Service Corporation ("AEPSC"), a New York corporation and a nonutility subsidiary of AEP (in its role as administrative agent and as a participant in the Utility Money Pool), AEP Utility Funding LLC, a Delaware limited liability company ("AEPUF"), and certain of the direct or indirect subsidiaries of AEP, each of which are signatories hereto and participants in the AEP Utility Money Pool ("Participants"), or which subsequently become signatories hereto and agree to abide by the terms herein. (All of the above are referred to as a Party or Parties to this Agreement).

WHEREAS, the following entities are each a direct or indirect subsidiary of AEP, and a Participant in the AEP Utility Money Pool (collectively referred to herein as "Operating Companies"):

AEP Generating Company
AEP Texas Central Company
AEP Texas North Company
Appalachian Power Company
Indiana Michigan Power Company
Kentucky Power Company
Kingsport Power Company
Ohio Power Company
Public Service Company of Oklahoma
Southwestern Electric Power Company
Wheeling Power Company

And

WHEREAS, in addition to the Operating Companies, the following are Participants in the AEP Utility Money Pool:

AEP Indiana Michigan Transmission Company, Inc.
AEP Ohio Transmission Company, Inc.
AEP Oklahoma Transmission Company, Inc.
American Electric Power Service Corporation
Blackhawk Coal Company
Cedar Coal Company
Central Appalachian Coal Company
Central Coal Company
Conesville Coal Preparation Company

Dolet Hills Lignite Company, LLC
Franklin Real Estate Company
Indiana Franklin Reality, Inc.
Southern Appalachian Coal Company

WHEREAS, AEP and the Parties have established a pool (the "Utility Money Pool") to coordinate and provide for certain of the Participants' short-term cash requirements;

WHEREAS, AEPUF has been formed to fund the Utility Money Pool;

WHEREAS, the following entities are indirect subsidiaries of AEP and will own, operate, manage and control facilities in their respective states for the transmission of electricity at wholesale to their customers (collectively, the "Transcos"):

AEP Appalachian Transmission Company, Inc., a Virginia corporation;
AEP West Virginia Transmission Company, Inc., a West Virginia corporation;

WHEREAS, each of the Transcos has been deemed a "public utility" for FERC purposes and will be regulated by the state utility commission in the state where each operates and therefore is deemed a "public utility" for purposes of inclusion in the Agreement; and

WHEREAS, the Transcos desire to become a party to the Agreement;

NOW THEREFORE, in consideration of the premises, and the mutual promises set forth herein, the Parties hereto agree as follows:

1. The Agreement is hereby amended to provide that each of the Transcos listed below is hereby accepted as a Participant in the Agreement.

2. Each of the following Transcos hereby elects to become a Participant in the AEP System Utility Money Pool and hereby agrees to be bound by the terms and conditions of the Agreement:

AEP Appalachian Transmission Company, Inc.¹
AEP West Virginia Transmission Company, Inc.

¹ The participation of AEP Appalachian Transmission Company, Inc. in the Utility Money Pool is subject to the terms of the orders of the Virginia State Corporation Commission entered February 27, 2012, and May 3, 2012, in Case No. PUE-2011-00125.

IN WITNESS WHEREOF, the undersigned Parties have duly caused this document to be signed on their behalf on the date first written above by the undersigned thereunto duly authorized.

AMERICAN ELECTRIC POWER COMPANY, INC.

and

AEP UTILITIES, INC.

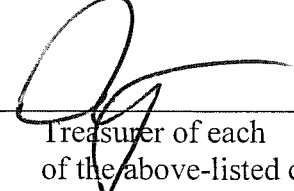
AEP UTILITY FUNDING LLC

**AMERICAN ELECTRIC POWER SERVICE CORPORATION, as
Agent and Participant**

Current Participants:

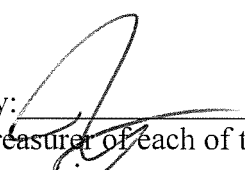
**AEP GENERATING COMPANY
AEP TEXAS CENTRAL COMPANY
AEP TEXAS NORTH COMPANY
APPALACHIAN POWER COMPANY
INDIANA MICHIGAN POWER COMPANY
KENTUCKY POWER COMPANY
KINGSPORT POWER COMPANY
OHIO POWER COMPANY
PUBLIC SERVICE COMPANY OF OKLAHOMA
SOUTHWESTERN ELECTRIC POWER COMPANY
WHEELING POWER COMPANY**

**AEP INDIANA MICHIGAN TRANSMISSION COMPANY, INC.
AEP OHIO TRANSMISSION COMPANY, INC.
AEP OKLAHOMA TRANSMISSION COMPANY, INC.
BLACKHAWK COAL COMPANY
CEDAR COAL COMPANY
CENTRAL APPALACHIAN COAL COMPANY
CENTRAL COAL COMPANY
CONESVILLE COAL PREPARATION COMPANY
DOLET HILLS LIGNITE COMPANY, LLC
FRANKLIN REAL ESTATE COMPANY
INDIANA FRANKLIN REALTY, INC.
SOUTHERN APPALACHIAN COAL COMPANY**

By: 
Treasurer of each
of the above-listed companies.

Newly Added Participants:

AEP Appalachian Transmission Company, Inc.
AEP West Virginia Transmission Company, Inc.

By: 
Treasurer of each of the above-listed
companies

**AMENDMENT NO. 4
TO
AEP SYSTEM AMENDED AND RESTATED
UTILITY MONEY POOL AGREEMENT**

This Amendment No. 4 to the AMENDED AND RESTATED UTILITY MONEY POOL AGREEMENT ("Agreement") is made and entered into this 14th day of November, 2013 by and among American Electric Power Company, Inc., a New York corporation ("AEP"), AEP Utilities Inc., a Delaware corporation ("AEP Utilities"), American Electric Power Service Corporation ("AEPSC"), a New York corporation and a nonutility subsidiary of AEP (in its role as administrative agent and as a participant in the Utility Money Pool), AEP Utility Funding LLC, a Delaware limited liability company ("AEPUF"), and certain of the direct or indirect subsidiaries of AEP, each of which are signatories hereto and participants in the AEP Utility Money Pool ("Participants"), or which subsequently become signatories hereto and agree to abide by the terms herein. (All of the above are referred to as a Party or Parties to this Agreement).

WHEREAS, the following entities are each a direct or indirect subsidiary of AEP, and a Participant in the AEP Utility Money Pool (collectively referred to herein as "Operating Companies"):

AEP Generating Company
AEP Texas Central Company
AEP Texas North Company
Appalachian Power Company
Indiana Michigan Power Company
Kentucky Power Company
Kingsport Power Company
Ohio Power Company
Public Service Company of Oklahoma
Southwestern Electric Power Company
Wheeling Power Company

And

WHEREAS, in addition to the Operating Companies, the following are Participants in the AEP Utility Money Pool:

AEP Appalachian Transmission Company, Inc.
AEP Indiana Michigan Transmission Company, Inc.
AEP Ohio Transmission Company, Inc.
AEP Oklahoma Transmission Company, Inc.
AEP West Virginia Transmission Company, Inc.
American Electric Power Service Corporation
Blackhawk Coal Company
Cedar Coal Company
Central Appalachian Coal Company

Central Coal Company
Conesville Coal Preparation Company
Dolet Hills Lignite Company, LLC
Franklin Real Estate Company
Indiana Franklin Reality, Inc.
Southern Appalachian Coal Company

WHEREAS, AEP and the Parties have established a pool (the "Utility Money Pool") to coordinate and provide for certain of the Participants' short-term cash requirements;

WHEREAS, AEPUF has been formed to fund the Utility Money Pool;

WHEREAS, the following entity is an indirect subsidiary of AEP and will own, operate, manage and control facilities in its respective state for the transmission of electricity at wholesale to its customers (the "Transco"):

AEP Kentucky Transmission Company, Inc., a Kentucky corporation;

WHEREAS, the Transco has been deemed a "public utility" for FERC purposes and will be regulated by the state utility commission in the state where it operates and therefore is deemed a "public utility" for purposes of inclusion in the Agreement; and

WHEREAS, the Transco desires to become a party to the Agreement;

NOW THEREFORE, in consideration of the premises, and the mutual promises set forth herein, the Parties hereto agree as follows:

1. The Agreement is hereby amended to provide that the Transco listed below is hereby accepted as a Participant in the Agreement.

2. The following Transco hereby elects to become a Participant in the AEP System Utility Money Pool and hereby agrees to be bound by the terms and conditions of the Agreement:

AEP Kentucky Transmission Company, Inc.

IN WITNESS WHEREOF, the undersigned Parties have duly caused this document to be signed on their behalf on the date first written above by the undersigned thereunto duly authorized.

AMERICAN ELECTRIC POWER COMPANY, INC.

and

AEP UTILITIES, INC.

AEP UTILITY FUNDING LLC

**AMERICAN ELECTRIC POWER SERVICE CORPORATION, as
Agent and Participant**

Current Participants:

**AEP GENERATING COMPANY
AEP TEXAS CENTRAL COMPANY
AEP TEXAS NORTH COMPANY
APPALACHIAN POWER COMPANY
INDIANA MICHIGAN POWER COMPANY
KENTUCKY POWER COMPANY
KINGSPORT POWER COMPANY
OHIO POWER COMPANY
PUBLIC SERVICE COMPANY OF OKLAHOMA
SOUTHWESTERN ELECTRIC POWER COMPANY
WHEELING POWER COMPANY**

**AEP APPALACHIAN TRANSMISSION COMPANY, INC
AEP INDIANA MICHIGAN TRANSMISSION COMPANY, INC.
AEP OHIO TRANSMISSION COMPANY, INC.
AEP OKLAHOMA TRANSMISSION COMPANY, INC.
AEP WEST VIRGINIA TRANSMISSION COMPANY, INC
BLACKHAWK COAL COMPANY
CEDAR COAL COMPANY
CENTRAL APPALACHIAN COAL COMPANY
CENTRAL COAL COMPANY
CONESVILLE COAL PREPARATION COMPANY
DOLET HILLS LIGNITE COMPANY, LLC
FRANKLIN REAL ESTATE COMPANY
INDIANA FRANKLIN REALTY, INC.
SOUTHERN APPALACHIAN COAL COMPANY**

By: 

Treasurer of each
of the above-listed companies.

Newly Added Participants:

AEP Kentucky Transmission Company, Inc.

By: 

Treasurer

**AMENDMENT NO. 5
TO
AEP SYSTEM AMENDED AND RESTATED
UTILITY MONEY POOL AGREEMENT**

This Amendment No. 5 to the AMENDED AND RESTATED UTILITY MONEY POOL AGREEMENT ("Agreement") is made and entered into this 24th day of February, 2016 by and among American Electric Power Company, Inc., a New York corporation ("AEP"), AEP Utilities Inc., a Delaware corporation ("AEP Utilities"), American Electric Power Service Corporation ("AEPSC"), a New York corporation and a nonutility subsidiary of AEP (in its role as administrative agent of the Utility Money Pool), AEP Utility Funding LLC, a Delaware limited liability company ("AEPUF"), and certain of the direct or indirect subsidiaries of AEP, each of which are signatories hereto and participants in the AEP Utility Money Pool ("Participants"), or which subsequently become signatories hereto and agree to abide by the terms herein. (All of the above are referred to as a Party or Parties to this Agreement).

WHEREAS, the following entities are each a direct or indirect subsidiary of AEP, and a Participant in the AEP Utility Money Pool (collectively referred to herein as "Operating Companies"):

AEP Generating Company
AEP Texas Central Company
AEP Texas North Company
Appalachian Power Company
Indiana Michigan Power Company
Kentucky Power Company
Kingsport Power Company
Ohio Power Company
Public Service Company of Oklahoma
Southwestern Electric Power Company
Wheeling Power Company

And

WHEREAS, in addition to the Operating Companies, the following are Participants in the AEP Utility Money Pool:

AEP Appalachian Transmission Company, Inc.
AEP Indiana Michigan Transmission Company, Inc.
AEP Kentucky Transmission Company, Inc.
AEP Ohio Transmission Company, Inc.
AEP Oklahoma Transmission Company, Inc.
AEP West Virginia Transmission Company, Inc.
American Electric Power Service Corporation
Blackhawk Coal Company
Cedar Coal Company
Central Appalachian Coal Company

Central Coal Company
Conesville Coal Preparation Company
Dolet Hills Lignite Company, LLC
Franklin Real Estate Company
Indiana Franklin Realty, Inc.
Southern Appalachian Coal Company

WHEREAS, AEP and the Parties have established a pool (the "Utility Money Pool") to coordinate and provide for certain of the Participants' short-term cash requirements;

WHEREAS, AEPUF has been formed to fund the Utility Money Pool;

WHEREAS, Section 4.1 of the AEP System Amended and Restated Utility Money Pool Agreement dated as of December 9, 2004 (the "Utility Money Pool Agreement"), provides that amendments may be made to the Utility Money Pool Agreement in writing and signed by all Parties thereto;

NOW, THEREFORE, the companies listed below hereby elect to withdraw as participants in the Utility Money Pool Agreement pursuant to the terms and conditions of the Utility Money Pool Agreement as of this 24th day of February, 2016:

American Electric Power Service Corporation ¹
Conesville Coal Preparation Company
Franklin Real Estate Company
Indiana Franklin Realty

Collectively, the "Withdrawing Participants"

NOW THEREFORE, in consideration of the premises, and the mutual promises set forth herein, the Parties hereto agree as follows:

1. The Agreement is hereby amended to terminate the participation of the Withdrawing Participants as parties to the Agreement.

IN WITNESS WHEREOF, the undersigned Parties have duly caused this document to be signed on their behalf on the date first written above by the undersigned thereunto duly authorized.

AMERICAN ELECTRIC POWER COMPANY, INC.
and
AEP UTILITIES, INC.
AEP UTILITY FUNDING LLC

Current Participants:

¹ American Electric Power Service Corporation retains its role as Administrative Agent

**AEP GENERATING COMPANY
AEP TEXAS CENTRAL COMPANY
AEP TEXAS NORTH COMPANY
APPALACHIAN POWER COMPANY
INDIANA MICHIGAN POWER COMPANY
KENTUCKY POWER COMPANY
KINGSPORT POWER COMPANY
OHIO POWER COMPANY
PUBLIC SERVICE COMPANY OF OKLAHOMA
SOUTHWESTERN ELECTRIC POWER COMPANY
WHEELING POWER COMPANY**

**AEP APPALACHIAN TRANSMISSION COMPANY, INC.
AEP INDIANA MICHIGAN TRANSMISSION COMPANY, INC.
AEP KENTUCKY TRANSMISSION COMPANY, INC.
AEP OHIO TRANSMISSION COMPANY, INC.
AEP OKLAHOMA TRANSMISSION COMPANY, INC.
AEP WEST VIRGINIA TRANSMISSION COMPANY, INC.
BLACKHAWK COAL COMPANY
CEDAR COAL COMPANY
CENTRAL APPALACHIAN COAL COMPANY
CENTRAL COAL COMPANY
DOLET HILLS LIGNITE COMPANY, LLC
SOUTHERN APPALACHIAN COAL COMPANY**

By: _____
Treasurer of each
of the above-listed companies.

Withdrawing Participants:

**AMERICAN ELECTRIC POWER SERVICE CORPORATION
CONESVILLE COAL PREPARATION COMPANY
FRANKLIN REAL ESTATE COMPANY
INDIANA FRANKLIN REALTY, INC.**

By: _____
Treasurer of each
of the above-listed companies.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

9/30/2016 9:42:26 AM

in

Case No(s). 16-1970-EL-AIS

Summary: Application for Authority to Issue Short-Term Debt electronically filed by Molly Miller Behre on behalf of AEP Ohio Transmission Company, Inc.