

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

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

In the Matter of the Application of)	
Ohio Power Company to)	Case No. 18-1629-EL-ATA
Amend Its Supplier Coordination)	
Tariff and Related Contracts)	

1. APPLICANT RESPECTFULLY PROPOSES: (Check applicable proposals)

- | | |
|---|--|
| <input type="checkbox"/> New Service | <input checked="" type="checkbox"/> Change in Rule or Regulation |
| <input type="checkbox"/> New Classification | <input type="checkbox"/> Reduction in Rates |
| <input type="checkbox"/> Change in Classification | <input type="checkbox"/> Correction of Error |
| <input checked="" type="checkbox"/> Other, not involving increase in rates | |
| <input type="checkbox"/> Various related and unrelated textual revision, without change in intent | |

2. DESCRIPTION OF PROPOSAL:

This application is made pursuant to § 4909.18, Ohio Rev. Code, seeking changes to Ohio Power Company's Electric Generation Supplier Tariff ("Supplier Tariff") and associated matters.

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

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

- ☒ Exhibit A - existing schedule sheets (to be superseded) if applicable
- ☒ Exhibit B-1 Clean copies of proposed schedule sheets
- ☒ Exhibit B-2 Marked copies of proposed schedule sheets
- ☐ Exhibit C-1
- (a) if new service is proposed, describe:
- (b) if new equipment is involved, describe (preferably with a picture, brochure, etc.) and where appropriate, a statement distinguishing proposed service from existing services;

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

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

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

5. This application will not result in an increase in rates, joint rates, tolls, classifications, charges or rentals.
6. The Company requests that the Commission permit the filing of the rate schedules shown in Exhibit B-1 to this application, to become effective on the date identified in Exhibit C-3 to this Application.
7. As further explained in Exhibit C-3, the key charges are needed to update the Supplier Tariff for implementation of the Company's Supplier Consolidated Billing pilot program, consistent with the Commission's *ESP IV* decision in Case Nos. 16-1852-EL-ATA *et al.*

WHEREFORE, AEP Ohio respectfully requests that the Commission grant the application as outlined herein.

Respectfully submitted,

/s/ Steven T. Nourse

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Counsel for Ohio Power Company

Exhibit A

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

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32.7	Supplier Certification with the Commission
32.8	CRES Provider Registration with the Company
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32.27	Dispute Resolution
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Filed pursuant to Order dated April 25, 2018 in Case No. 16-1852-EL-SSO

Issued: May 31, 2018

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32.15 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. 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).
- c. Details of the BA's dispute resolution process for customer complaints.
- d. 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.
- e. 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.
- f. 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.

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32.16 CONSOLIDATED BILLING BY THE COMPANY

Upon request, pursuant to Section 31.22 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 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.

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32.22 BILLING SERVICES

a. Billing Options

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 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.

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 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 fixed rate per KWH per time of use (TOU) period
 - 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.
1. If the CRES Provider chooses to have the Company bill for the customer's electric commodity usage under the Company Consolidated Rate-Ready Billing option, the Company will provide usage and charges in standard electronic format.

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2. If the CRES Provider chooses the Company Consolidated 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 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 Business 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.
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

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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.
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 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

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with the corresponding charge amount appearing in a column to the right of each charge description.

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 Provider. No payments will be forwarded to the CRES Provider after the acknowledgement of the receipt of such transaction
- 10.
11. Within two (2) business days of any date on which the CRES Provider electronically transmits bill-ready charges to the Company, the Company shall

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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 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

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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 at no charge. Requests for manually prepared interval load data reports will be provided at a charge of \$50 to the CRES Provider.

32.23 CUSTOMER PAYMENT PROCESSING AND COLLECTIONS FOR CONSOLIDATED BILLING

- a. 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 write off transaction to the CRES Provider. No 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.
- b. 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.
- c. 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 agreement (DPA) charges; (c) past due CRES Provider charges; (d) past due Company charges; (e) current Company charges; (f) current CRES provider charges; and (g) other past due and current non-regulated charges.

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Exhibit B-1

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32.15 CONSOLIDATED BILLING BY A CRES PROVIDER OR ITS BILLING AGENT (BA)

A CRES Provider or its BA may perform supplier consolidated billing pursuant to the terms and conditions established by the Public Utilities Commission of Ohio in Case Nos. 16-1852-EL-SSO et al.

32.16 CONSOLIDATED BILLING BY THE COMPANY

Upon request, pursuant to Section 32.22 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 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.

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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 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.

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- e. Timetable for Setting up 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 fixed rate per KWH per time of use (TOU) period
 - 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.
1. If the CRES Provider chooses to have the Company bill for the customer's electric commodity usage under the Company Consolidated Rate-Ready Billing option, the Company will provide usage and charges in standard electronic format.

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2. If the CRES Provider chooses the Company Consolidated 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 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 30 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 scheduled billing 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 Business 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.
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 32.23a of these Supplier Terms and Conditions of Service.

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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.
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 30 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 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 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.
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:

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- 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 32.23a of these Supplier Terms and Conditions of Service.
 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

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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 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 at no charge. Requests for manually prepared interval load data reports will be provided at a charge of \$50 to the CRES Provider.

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32.23 CUSTOMER PAYMENT PROCESSING AND COLLECTIONS FOR CONSOLIDATED BILLING

- a. 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 one (1) scheduled billing period after the relationship terminates. If no payments are received from the customer after the Company has presented charges for the next scheduled billing period, 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 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.
- b. 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.
- c. 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 agreement (DPA) charges; (c) past due CRES Provider charges; (d) past due Company charges; (e) current Company charges; (f) current CRES provider charges; and (g) other past due and current non-regulated charges.

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Exhibit B-2

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32.4	Changing Competitive Service Providers
32.5	General Provisions for Competitive Service Providers
32.6	Transmission Service
32.7	Supplier Certification with the Commission
32.8	CRES Provider Registration with the Company
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A CRES Provider or its BA may perform supplier consolidated billing pursuant to the terms and conditions established by the Public Utilities Commission of Ohio in Case Nos. 16-1852-EL-SSO et al.

~~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. 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).~~
- ~~c. Details of the BA's dispute resolution process for customer complaints.~~
- ~~d. 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.~~
- ~~e. 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.~~
- ~~f. 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~~

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~~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~~32.16 CONSOLIDATED BILLING BY THE COMPANY

Upon request, pursuant to Section 32.22 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 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.

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31.1732.22 BILLING SERVICES

a. Billing Options

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 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.

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 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 fixed rate per KWH per time of use (TOU) period
 - 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.
1. If the CRES Provider chooses to have the Company bill for the customer's electric commodity usage under the Company Consolidated Rate-Ready Billing option, the Company will provide usage and charges in standard electronic format.

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2. If the CRES Provider chooses the Company Consolidated 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 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 360 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 Business 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.
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 324.23a of these Supplier Terms and Conditions of Service.

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

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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.
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 324.23a 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 (1) scheduled billing periods after the relationship terminates. If no payments are received from the customer after the Company has presented charges for the next 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 transaction~~

~~10.9.~~

- ~~11.10.~~ Within two (2) business days of any date on which the CRES Provider electronically transmits bill-ready charges to the Company, the

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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 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

Filed pursuant to Order dated April 25, 2018 in Case No. 16-1852-EL-SSO

Issued: May 31, 2018

Effective: Cycle 1 June, 2018

Issued by
Julia A. Sloat, President
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

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 at no charge. Requests for manually prepared interval load data reports will be provided at a charge of \$50 to the CRES Provider.

~~31.1832.23~~ 31.1832.23 CUSTOMER PAYMENT PROCESSING AND COLLECTIONS FOR CONSOLIDATED BILLING

- a. 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-one~~ (21) scheduled billing periods after the relationship terminates. If no payments are received from the customer after the Company has presented charges for ~~the next 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. No 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.
- b. 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.
- c. 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 agreement (DPA) charges; (c) past due CRES Provider charges; (d) past due Company charges; (e) current Company charges; (f) current CRES provider charges; and (g) other past due and current non-regulated charges.

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AEP Ohio

Exhibit C-3

Statement of Proposal

This tariff filing is designed to make necessary changes to Ohio Power Company's ("Company") Supplier Tariff to implement the Company's Supplier Consolidated Billing pilot program, consistent with the Commission's *ESP IV* decision in Case Nos. 16-1852-EL-ATA *et al.* The working group, which includes Staff, agreed it was necessary to reduce from two billing periods to one billing period the continuation of EDU billings on behalf of a CRES following the termination of a CRES-customer relationship. Here is a brief summary of each Supplier Tariff amendment proposed in this Application (by Section of the Supplier Tariff Terms and Conditions):

- (1) Table of Contents Section 32.1 – update reference to Section 32.15
- (2) Section 32.15 – conform the stated terms of Supplier Consolidated Billing to the approved pilot program.
- (3) Section 32.16 – update the cross reference.
- (4) Section 32.22(g) – reduce subsequent billing period from two to one, update cross references and delete redundant language.
- (5) Section 32.22(h) – reduce subsequent billing period from two to one and delete redundant language.
- (6) Section 32.23 (Sheet 54D) – reduce subsequent billing period from two to one.

This foregoing document was electronically filed with the Public Utilities

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Case No(s). 18-1629-EL-ATA

Summary: Application In the Matter of the Application of Ohio Power Company to Amend its Supplier Coordination Tariff and Related Contracts electronically filed by Mr. Steven T Nourse on behalf of Ohio Power Company