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Mr. Martin Hengely
Tariff Manager
Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215-3793

In the Matter of the Application)	
Ohio Power Company for Approval)	Case No. 99-525-EL-ATA
of a Conjunctive Electric Service)	&
Pilot Program Rate Schedule)	Docket No. 89-6007-EL-TRF

May 28, 1999

Dear Mr. Hengely:

Pursuant to the Commission's Opinion and Order dated May 19, 1999, in the above captioned case, please find four complete printed copies of Ohio Power Company's original sheets to its Tariffs, Terms and Conditions, P.U.C.O. No. 16.

Original Sheets 35-1 through 35-11

The Table of Contents has been revised to list this new tariff:

2nd Revised Sheet No. 1-2 cancels 1st Revised Sheet No. 1-2

Thank you for your cooperation in this matter.

Sincerely,


William R. Forrester
Director
Ohio Regulatory Affairs

tir

Enclosures

c: R. Fortney
D. Maag

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Technician Gene M. Mason Date Processed June 1, 1999

P.U.C.O. NO. 16

RIDER CES
(CONJUNCTIVE ELECTRIC SERVICE)Availability of Service

Available to firm service customers served by the Company who agree to the terms and conditions set forth in this Rider, or other applicable schedules. Customers having sources of electrical energy supply other than the Company or customers having non-metered service (such as street lighting, area lighting, flood pumping and fixed electrical loads) are not eligible for service under this Rider. Customers must enter into a written Special Contract under this Rider. Special Contracts under this Rider will be filed for approval under R.C. 4905.31.

Definitions

As used in this Rider:

1. Agency Billing means billing services provided by an Aggregator to and on behalf of a Customer or Customer Group in accordance with this Rider.
2. Aggregator means an entity other than the Company who has by agreement accepted responsibility for administering a Customer Group and has registered with the Commission as an Aggregator unless the entity is exempt from such registration. An Aggregator is exempt from registering with the Commission if the Aggregator is an entity with multiple service locations performing aggregation services only on behalf of itself.
3. Aggregation Agreement means the agreement between an Aggregator and a Customer under which aggregation services are provided.
4. CES means conjunctive electric service provided under the provisions of this Rider.
5. CES Rate means the rates and charges applicable to a particular Customer or Customer Group in accordance with this Rider.
6. Commission means the Public Utilities Commission of Ohio.
7. Company Costs means the book value of fixed assets and expenses incurred to provide services (and that are included in the Standard Schedules).
8. CSD means the Consumer Services Department of the Public Utilities Commission of Ohio.
9. Customer means individuals receiving services at a single service location. A Customer having a maximum demand less than 10 kW will be considered a residential or small commercial customer.
10. Customer Group means an aggregated group of Customers receiving service at multiple service locations and using an Aggregator.
11. Documented Benefit means known and measurable incremental cost savings to the Company.
12. Guidelines means the CES Guidelines issued in Case No. 96-406-EL-COI by Entry on Rehearing dated February 27, 1997.
13. OCC means the Ohio Consumers' Counsel.
14. Program means the pilot program established under this Rider under which Customers may receive CES.
15. Rider means this Rider CES.
16. Special Contract means an agreement between the Company and a Customer that modifies the provisions, terms or conditions of this Rider or any Standard Schedule and is required to be filed for approval under R.C. 4905.31.

(Continued on Sheet No. 35-2)

Filed pursuant to Order No. 99-525-EL-ATA dated May 19, 1999.

Issued: May 28, 1999

Effective: July 1, 1999

Issued by
Marsha P. Ryan, Vice President
Columbus, Ohio

P.U.C.O. NO. 16

RIDER CES
(CONJUNCTIVE ELECTRIC SERVICE)Definitions (Cont'd)

17. Staff means the Staff of the Public Utilities Commission of Ohio.
18. Standard Schedule means the otherwise applicable schedule for a particular Customer, as approved by the Commission.

Program Description

Under a two-year Program commencing on the effective date of this Rider, Customers will have the choice, either directly or through an Aggregator, to aggregate their electric loads with other Customers in the establishment of service under the Program. The rates for such service shall be established in accordance with the CES Rate section. Customers requesting service under the Program shall enter into a Special Contract either directly, or through an Aggregator for the Customer Group, specifying the CES Rate and terms and conditions for service under the Program. Special Contracts under the Program between the Company and a Customer or Customer Group shall be for an initial period of not less than one year and shall continue thereafter on a monthly basis until either party shall give at least one month's written notice to the other of the intention to discontinue service under this Rider after the expiration of the initial term. Such Special Contract shall be subject to all orders of the Commission and shall terminate at the expiration of this Program unless extended by agreement. The Company will enter into Special Contracts after the initial 12 months of the Program, subject to the condition that such Special Contracts may be terminated if the Commission no longer authorizes the Company to provide CES service.

CES Rate

1. The Company will determine the total amount of revenue currently being collected from the Customer Group under the application of the Standard Schedules on a non-aggregated basis for each individual Customer to be included in the Customer Group.
2. The revenue from Step No. 1 will then be adjusted to reflect any Documented Benefit(s) resulting from cost savings to the Company and any documented just and reasonable incremental costs actually incurred by the Company in the development and administration of the CES Rate and the applicable Special Contract. These costs may include, but are not limited to:
 - a. Purchasing and installing new meters required to apply a special rate design.
 - b. Programming of the Company's customer billing system to properly render bills and generate reports relating to the Program.
 - c. Providing Customers with historical usage information beyond that which is currently available through the Company's customer billing system.
 - d. Development of bill inserts and bill messages required by the Commission after the initial notice required by the Commission of the Program to notify Customers of the availability of the Program.
 - e. Other expenses that are outside the normal operations of the Company.
3. The Company will not provide discounted rates based upon Company costs. A CES Rate will then be calculated using the resulting revenue from Step No. 2, and a rate structure and billing determinants which are mutually agreeable to Company and Customer Group.
4. The CES Rate will incorporate the following:
 - a. Minimum Charge

The minimum charge to the Customer is equal to the sum of (a) the customer charge; (b) the product of the distribution demand charge and the monthly Distribution Billing Demand, if applicable; (c) the product of the conjunctive demand charge and the monthly conjunctive billing demand, if applicable; (d) the product of the demand charge and the billing demand, if applicable; and (e) all applicable riders.

(Continued on Sheet No. 35-3)

Filed pursuant to Order No. 99-525-EL-ATA dated May 19, 1999.

Issued: May 28, 1999

Effective: July 1, 1999

Issued by
Marsha P. Ryan, Vice President
Columbus, Ohio

P.U.C.O. NO. 16

RIDER CES
(CONJUNCTIVE ELECTRIC SERVICE)b. Metered Voltage

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

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

c. Delayed Payment Charge

Bills are due and payable in full at Company offices or at an authorized agent with 21 days after the mailing of the bill. On accounts not so paid, Customer shall pay Company interest on the unpaid amount at the rate of 8% per annum from the due date to the date of payment of said bills.

d. Electric Fuel Component Rider

In addition to the charges set forth in this Rider, there shall be an Electric Fuel Component charge per KWH as specified in the Electric Fuel Component Rider (Sheet No. 22).

e. Mirrored CWIP Rider

Monthly charges computed under this Rider shall be adjusted in accordance with the Mirrored CWIP Rider (Sheet No. 27).

f. Interim Emergency and Temporary Rider

Monthly charges computed under this Rider shall be adjusted in accordance with the Interim Emergency and Temporary Rider for the Recovery of Percentage of Income Payment Plan arrearages (Sheet No. 26).

g. Emissions Fee Recovery Rider

Monthly charges computed under this Rider shall be adjusted in accordance with the Emission Fee Recovery Rider (Sheet No. 25).

5. The Company and the Aggregator will use their best efforts and good faith to conclude the negotiation within thirty (30) days of receipt of a request from the Customer Group. The "best efforts" of the Company shall not require the use of its resources in a manner that could impair negotiations with other Customer Groups, or that would require the addition of new resources.

Load Aggregation Services

Customer's will have the option to (a) provide their own load aggregation, or (b) use an independent Aggregator, which may include an Aggregator affiliated with the Company so long as both the Aggregator and the Company adhere to the Code of Conduct established in the Guidelines. An up-to-date list of registered Aggregators may be obtained either from the Company, or from the Commission at 180 East Broad Street, Columbus, Ohio 43215-3793.

The Company is not liable for the acts or omissions of any Aggregator participating under the terms and conditions of this Rider. Company does not guarantee or warrant any services provided by Aggregators, nor that Customers will experience any bill savings under this Rider.

(Continued on Sheet No. 35-4)

Filed pursuant to Order No. 99-525-EL-ATA dated May 19, 1999.

Issued: May 28, 1999

Issued by
Marsha P. Ryan, Vice President
Columbus, Ohio

Effective: July 1, 1999

P.U.C.O. NO. 16
RIDER CES
(CONJUNCTIVE ELECTRIC SERVICE)

Load Aggregation Service (Cont'd)

The Company shall administer this Rider and all of its provisions in a nondiscriminatory manner and shall not afford any preference or advantage to any Aggregator, including any Company affiliated Aggregator.

Release of Information

The Company shall not supply to any aggregator information relating to a Customer's billing or load usage without a completed Customer Information Release Form (see Original Sheet No. 35-10). This requirement shall also be applicable to any Company affiliated aggregator that the Customer designates to conduct any analysis of service opportunities under this Program.

The Company will provide without charge up to 18 months of Customer-specific billing information, excluding hour-by-hour usage information, to the Customer upon written request or to the Customer's authorized agent upon the Customer's written authorization by a completed Customer Information Release Form. The Company's actual incremental costs incurred in providing more than 18 months of customer-specific billing information or any hour-by-hour usage information will be billed to the Customer or to the Customer's authorized agent. All such costs will be itemized and invoiced to the Customer or Customer authorized agent at the time of information delivery.

Special Metering And Local Facilities Requirements

The cost of any special metering and local facilities required for service under this Program shall be borne by the Customer. The Customer shall have the option to purchase, own, install, and maintain all special metering and local facilities required for service under this Program using either the Company or other affiliated or non-affiliated qualified vendors. All third-party metering and local facilities, including the installation, operation, and maintenance of such facilities, shall meet reasonable and uniform protocols required by the Company which are consistent with and are maintained according to industry standards, and are publicly available. Additionally, third-party provided meters must be compatible with Company's meter reading, translation and testing equipment.

The incremental costs, if any, actually incurred by the Company for maintaining and/or testing the special metering and local facilities shall be paid by the Customer. The Company retains the right to access the meter for billing and meter testing purposes. The Company will provide to Customer various payment options for any special metering or local facilities provided by Company. All Customer-owned special metering shall be tested by the Company prior to its installation, if such metering is used for billing purposes. Reasonable and uniform protocols shall be established by the Company to protect the integrity and security of the billing information produced by the special metering equipment and the protocols shall be available to the Staff and all Aggregators upon request. The Customer shall have access to and the right to obtain, at their cost, any information from such metering equipment located on the Customer's premises.

Company Code of Conduct

The Company will adopt and abide by all of the nondiscrimination and record keeping provisions in the Guidelines.

1. In notifying Customers of the availability of CES, the Company must advise Customers, in a fair and nondiscriminatory manner, that certain aggregation services associated with CES may be provided.
2. The Commission shall maintain a current list of Aggregators registered with the Commission to provide aggregation services to Customers. Customers may obtain a copy of that list either from the Commission or the Company.
3. When so authorized by the written consent of the Customer, the Company will provide information specific to that Customer to any Aggregators so designated by the Customer.
4. The rate design employed by the Company for Customer Groups shall be fair and nondiscriminatory regardless of who provides aggregation services for that Customer Group. In determining whether the rate design is fair and nondiscriminatory, non-regulated competitive services and products will not be considered.

(Continued on Sheet No. 35-5)

Filed pursuant to Order No. 99-525-EL-ATA dated May 19, 1999.

Issued: May 28, 1999

Issued by
Marsha P. Ryan, Vice President
Columbus, Ohio

Effective: July 1, 1999

P.U.C.O. NO. 16

RIDER CES
(CONJUNCTIVE ELECTRIC SERVICE)Company Code of Conduct (Cont'd)

5. The Company shall not provide any non-public information to its marketing personnel based upon non-customer information provided by nonaffiliated Aggregators.
6. The Company shall date and time stamp each request it receives for CES and shall maintain a log of such requests. Requests will be taken by a dedicated facsimile between the hours of 8 a.m. and 5 p.m. local time, Monday through Friday. Only one request will be accepted per facsimile transmission. Requests for CES will be rejected if they are not received during specified hours, have incomplete information, contain service locations previously identified as members of another CES group, the Aggregator fails to meet the standards set forth in the Aggregator Requirements provision of this Rider, a member of the Group has a past due balance at the time of the request or the Customer Group contains service locations which do not meet the Availability of Service requirements. Requests for conjunctive electric service rate design shall be processed in a fair and non-discriminatory manner consistent with the provisions of this tariff.

Aggregator Requirements

The Company will not furnish an Aggregator with a CES Rate under the Program unless the following conditions are satisfied by the Aggregator and evidenced by a Special Contract:

1. Any Aggregator that provides Agency Billing under the Program must post with the Company a financial instrument in the form of a surety bond, letter of credit, corporate guarantee or other appropriate financial instrument with a value equivalent to the estimated revenue derived from providing CES to the Aggregator's Customer Group for a period of 115 days.
2. If the Aggregator fails to transmit payment to the Company for service to the Customer Group, the Company may terminate the Aggregator's ability to provide Agency Billing, and may direct bill the Customers as soon as practicable, but no later than with the first billing cycle occurring 30 days after the Company decides to direct bill. Additionally, the Company may levy against the financial instrument to the extent necessary to cover CES payments due from the Aggregator for delinquent amounts owed to the Company by the Customer Group.
3. Any Aggregator that provides Agency Billing agrees to provide a line item on the Customer's bill specifying the CES obligation of the Customer to the Company. The Aggregator will submit its proposed language for the line item to the Staff and the Company for review.
4. In an Agency Billing relationship, any bundled payment made by the Customer to the Aggregator must first be credited to the Customer's electric service bill and paid to the Company before the Aggregator is credited. Electric service cannot be disconnected for failure to pay the Aggregator's portion of the amount due from the Customer.
5. The Company will not recognize a Customer's participation in a Customer Group unless the Customer informs the Company in writing of the Customer's desire to participate through the completion of the Customer Consent Form (see Original Sheet No. 35-11).
6. All participating Aggregators will file a written notice with the Commission announcing the provision of aggregation services and, before such services are offered, will meet with the Staff and inform the Staff, in writing, of the services it will provide.
7. Each Aggregator participating in the Program shall communicate to consumers and participating Customers, in clear and understandable terms, the Customers' rights and responsibilities and shall refrain from engaging in communications or practices that are unconscionable, fraudulent, deceptive, or misleading.
8. Aggregators providing service to Customer Groups which contain residential or small commercial Customers must provide the Customer and the Company with at least 30 days written notice prior to discontinuing service.
9. The Aggregator shall provide the pricing and payment terms in writing to each Customer in a Customer Group in clear and understandable language.
10. The Aggregator shall inform the Customer, in the billing statement, of the Customer's ability to contact the Company and obtain that portion of the Customer's bill due solely for service from the Company.

(Continued on Sheet No. 35-6)

Filed pursuant to Order No. 99-525-EL-ATA dated May 19, 1999.

Issued: May 28, 1999

Effective: July 1, 1999

Issued by
Marsha P. Ryan, Vice President
Columbus, Ohio

P.U.C.O. NO. 16
RIDER CES
(CONJUNCTIVE ELECTRIC SERVICE)

Aggregator Requirements (Cont'd)

11. Aggregators shall provide to all residential and small commercial Customers in a Customer Group a right of termination without penalty if the Program is terminated by the Commission prior to the end of the Special Contract. Continuation of the Program is subject to Commission approval.
12. In the event of a dispute before the Staff or the Commission, each Aggregator shall, upon request, provide a copy of the applicable Aggregation Agreement and other material relevant to the dispute, to the CSD and OCC (as it pertains to residential Customers) for informational purposes. The Aggregation Agreement may be kept confidential upon a showing by the Aggregator, and a determination by the Commission, that such agreement is proprietary.
13. The information that each Aggregator is required to provide to Customers pursuant to paragraphs 7, 8, 9, 10 and 11 of this section shall be presented to the Customer by the Aggregator in a binding document related to the Aggregation Agreement.
14. Any person acting as an Aggregator in this Program will agree, by waiver, that it will not pursue civil or criminal penalties or damages as a means of remedying a breach of the Company Code of Conduct and will further agree that the only remedy for any alleged breach of the Company Code of Conduct will be a prospective change in the manner in which the code is implemented by a party found by the Commission to have breached the code.

Consequences of Aggregator Failure to Perform or Comply

If an Aggregator providing Agency Billing fails to maintain its financial instrument, the Company, after giving the Aggregator notice and a reasonable opportunity to remedy, shall have the discretion to suspend temporarily or terminate such Aggregator's further participation in the Program. If the financial instrument is insufficient to cover the full amount due from the Customer Group, then the members within the Customer Group shall be responsible for such underage in proportion to the relationship of their bill, as determined consistent with the CES Rate contained in their CES Service Agreement, to the Customer Group's total bill for the appropriate period.

The Company may also apply to the Commission for authority to suspend, terminate, or impose other Commission-authorized remedies on an Aggregator for violation of the provisions of this Rider. If the Aggregator is suspended or terminated from further participation in the Program, each Customer in the Aggregator's Customer Group shall revert to the Standard Schedule unless and until said Customers join another Customer Group, or choose service under another schedule for which the Customer is eligible.

In the event the Company seeks to suspend or terminate an Aggregator from further participation under the Program, the Company shall first notify the Aggregator and the Commission of the alleged violations which merit suspension or termination. Such notice shall be in writing and sent to the Aggregator at the fax number listed in the Special Contract, and a fax number designated by the Staff, 10 days prior to the effective date of the suspension or termination.

Customer Inquiries and Dispute Resolution

Each Aggregator shall cooperate with the Company, the CSD, and the OCC (as it pertains to residential Customers), to answer inquiries and resolve disputes, and all residential and small commercial Customers participating in the Program shall be apprised in writing of the dispute resolution process set forth below prior to such Customers executing an Aggregation Agreement with an Aggregator. The following process and procedures shall be applicable to inquiries and disputes involving all participating residential and small commercial Customers.

1. Each Aggregator must provide a local or toll-free telephonic means for participating Customers to obtain information regarding their account and the dispute resolution process. Each Aggregator shall provide a copy of the method to resolve disputes to the CSD and the OCC (as it pertains to residential customers), and the name and phone number of a contact person from the Aggregator whom the CSD, the Company, or the OCC may contact concerning Customer complaints.
2. Each participating residential and small commercial Customer's billing statement shall: list the CSD's local or toll-free number and TDD/TTY number and the Aggregator's consumer service local or toll-free phone number, and, for participating residential Customers, the OCC's local or toll-free number; and inform the participating Customer that such Customer may contact the CSD or the OCC (as to residential matters) with respect to any inquiries or problems that they may be experiencing with the Program.

(Continued on Sheet No. 35-7)

Filed pursuant to Order No. 99-525-EL-ATA dated May 19, 1999.

Issued: May 28, 1999

Issued by
Marsha P. Ryan, Vice President
Columbus, Ohio

Effective: July 1, 1999

P.U.C.O. NO. 16

RIDER CES
(CONJUNCTIVE ELECTRIC SERVICE)Customer Inquiries And Dispute Resolution (Cont'd)

3. If negotiation fails to resolve any dispute that arises, the Customer may file a complaint before the Commission through its complaint handling procedures.
4. The information that each Aggregator is required to provide to Customers pursuant to paragraphs 1 and 2 of this section shall be presented to the Customer by the Aggregator in a binding document related to the Aggregation Agreement and in the Aggregator's bill to the Customer.

Discontinuance of The Program by The Commission

Penalties and outstanding balances due to the Company resulting from the delinquent payment or nonpayment of the Company's portion of the Customer's bill will still be payable to the Company in the event of a Commission-ordered termination of the Program.

Customer Sign-up And Withdrawal Procedure

A Customer may resign from a Customer Group or an Aggregator may remove a Customer from a Customer Group upon notice to the Company. Removal of the Customer from a Customer Group shall be effective as soon as practicable, but no later than the first billing cycle occurring 30 days after receipt by the Company of the request to delete the Customer from the Customer Group. An Aggregator may also request the addition of a Customer to a Customer Group. If the addition or removal of a Customer from a Customer Group significantly affects the CES Rate, the Company shall have the right, effective with the next billing period, to adjust the CES Rate for the remaining Customers comprising the Customer Group. Moreover, a Customer who withdraws or is removed from a Customer Group prior to completion of the one year term may not join another Customer Group for a period of 1 year after withdrawal or removal. However, if a Customer Group dissolves through no fault of the participating Customer, the Customer may join another Customer Group at any time.

Billing Options

Aggregators providing Agency Billing shall be responsible for collecting and dispersing to the appropriate taxing authority taxes due and payable. The Company shall continue to be responsible for any taxes due regarding service by the Company.

If the Aggregator provides Agency Billing, the Aggregator shall pay the Company for the services provided to the Customer Group and then bill the Customers in accordance with the applicable Aggregation Agreement. All Customers who desire to participate in the Program through an Aggregator providing Agency Billing, must be current with, and owe no arrearages on, their electric bill for their account. The Aggregator's billing shall include the following: (1) the Customer's CES account number; (2) the beginning and ending dates for the service period; (3) the beginning and ending meter readings; (4) the billing determinants; (5) a clear indication of any portion or factor of the bill that is estimated; (6) the date payment is due to keep the account current; (7) the amount of any late payment charge; (8) any previous balance or credits and the total balance; (9) the name of the Company and its address and phone number for reporting service emergencies; and (10) the information on the billing statement required in the Customer Inquiries and Dispute Resolution section above.

Provisions of Special Contracts

The required Special Contract between the Company and a Customer Group shall include, but not be limited to, the following general provisions:

1. A section that establishes the identity, business address, and a contact name and telephone number for the Aggregator.
2. The name and address of each Customer within the Customer Group.
3. Responsibilities of the Aggregator providing Agency Billing for the Customer Group will be described. If the Aggregator is providing Agency Billing, these responsibilities include provision of timely billing to Customers in the Customer Group at the CES Rate, and timely payment to the Company of the CES billed amount, regardless of whether the Aggregator has billed members of the Customer Group or received payments from such customers. If not providing Agency Billing, the Aggregator must ensure that the Company has been provided the current addresses for direct bill of Customers in the Customer Group by the Company.
4. The Company, whether providing billing to individual members of the Customer Group or to the Aggregator acting as billing agent, must timely provide consumption information and accompanying bill(s) under the CES Rate to the appropriate

(Continued on Sheet No. 35-8)

Filed pursuant to Order No. 99-525-EL-ATA dated May 19, 1999.

Issued: May 28, 1999

Effective: July 1, 1999

Issued by
Marsha P. Ryan, Vice President
Columbus, Ohio

P.U.C.O. NO. 16

RIDER CES
(CONJUNCTIVE ELECTRIC SERVICE)Provisions of Service Agreements (Cont'd)

- party(ies), and provide the letters of confirmation to participating Customers as described in the "General Procedures for Obtaining Service" section below.
5. A complete description of the CES Rate for the Customer Group.
 6. A statement describing the financial instrument to be posted with the Company by the Aggregator if it is providing Agency Billing, conditions under which the Company has the right to call the financial instrument (or any necessary portion thereof) as well as the process the Aggregator will establish to notify remaining Customers in the Customer Group of the need to re-establish the CES Rate, if any member(s) of the Customer Group elect to withdraw from participation.
 7. The term of the agreement, to be for not less than one year.
 8. The Aggregator will abide by all of the provisions of this Rider in the provision of aggregation services.
 9. The Aggregator acknowledges that the Company may suspend, terminate, or impose other Commission-authorized requirements on, the Aggregator for violating this Rider.
 10. Any aggregator participating in the Program will agree, by waiver, that it will not pursue civil or criminal penalties or damages as a means of remedying a breach of the Company Code of Conduct and will further agree that the only remedy for any alleged breach of the Company Code of Conduct will be a prospective change in the manner in which the code is implemented by a party found by the Commission to have breached the code.

General Procedures For Obtaining CES

1. The Company will announce the availability of service under the Program via customer bill insert upon Rider approval by the Commission. The bill insert will provide Customers and Aggregators with telephone number(s) for verbal inquiries, and an address to which all related written material may be sent.
2. An Aggregator of a Customer Group must have previously registered with the Commission, and must make written request for CES Rate negotiations to commence. In all such requests submitted, the Aggregator must provide certain minimum information about itself as described in the Aggregator Requirements provision of this Rider. The written request must contain the names, addresses, and present Company account numbers of each Customer in the Customer Group. The Aggregator must also ensure that the Company has been provided with a Customer Consent Form for each Customer desiring to receive CES. The Company will date and time stamp receipt of all such requests, and make log entries for each such request received.
3. The Aggregator must provide a Customer Information Release Form from each Customer in the Customer Group for release of historical billing data to the Aggregator. The Company will then notify the Aggregator of any cost (as defined in the "Release of Information" section above) of the requested data, with any such cost then itemized and invoiced at the time of information delivery. However, the Aggregator is responsible to assure that a Customer does not have multiple requests to participate in the Program with different Customer Groups. Failure to resolve a discrepancy within 3 business days of advising the affected Customer Groups' Aggregator(s) that a Customer(s) is being included in more than one request for CES (or is already included in a Customer Group) shall result in the suspension of the processing of all Customer Group requests in which that particular Customer(s) is involved. The Customer Group will regain its place in the queue, or the next available place if its place has been passed, upon resolution of the issue.
4. The Company will send a confirmation letter to Customers in the Customer Group informing them that the Company has been approached on their behalf by an Aggregator, and that CES Rate negotiations with the Aggregator have commenced.
5. A Special Contract must be executed between the Customer and the Company with a minimum one year term. Such Special Contract will make plain the manner in which Customers in the Customer Group will be billed and by whom. If the Aggregator has elected to provide Agency Billing for Customers in the Customer

(Continued on Sheet No. 35-9)

Filed pursuant to Order No. 99-525-EL-ATA dated May 19, 1999.

Issued: May 28, 1999

Effective: July 1, 1999

Issued by
Marsha P. Ryan, Vice President
Columbus, Ohio

P.U.C.O. NO. 16

RIDER CES
(CONJUNCTIVE ELECTRIC SERVICE)

General Procedures for Obtaining CES Service (Cont'd)

Group, the Aggregator will post with the Company a financial instrument with a value equal to the estimated revenue derived from providing CES to the Aggregator's Customer Group for a period of 115 days.

6. The Company and the Aggregator will agree upon an effective date to begin billing Customers in the Customer Group under the CES Rate.

Limitations and Exclusions

Except as provided in this Program, all terms, conditions, rates, and charges outlined in the Standard Schedules will apply. Participation in the Program will not affect the Customer's obligations for electric service.

All unresolved disputes under this Rider shall be submitted to the Staff for facilitation of a resolution pursuant to section 10 of the Guidelines. Such informal dispute resolution process shall not otherwise affect any party's legal rights.

The supplying and billing for electric utility service and all conditions applying thereto, are subject to the jurisdiction of the Commission, and to the Company's Service Regulations currently in effect, as filed with the Commission.

Any Customer Group with a residential or small commercial Customer will be considered a Residential Customer Group that must have no more than 1,000 Customers and no fewer than 100 Customers. Nonresidential (non-small Commercial) Customer Groups must not have more than 1,000 Customers, but may have as few as 2 Customers.

Customer Group requests will be processed on a first-come, first-served basis in accordance with procedures outlined in this Rider until a total of 45 MW has been reserved by Customer Groups under the Program. Prior to such time that the initial 45 MW is fully subscribed, the parties to the Company's Case No. 96-406-EL-COI will reconvene to determine if, how, and when the Program will be expanded.

(Continued on Sheet No. 35-10)

Filed pursuant to Order No. 99-525-EL-ATA dated May 19, 1999.

Issued: May 28, 1999

Issued by
Marsha P. Ryan, Vice President
Columbus, Ohio

Effective: July 1, 1999

P.U.C.O. NO. 16

RIDER CES
(CONJUNCTIVE ELECTRIC SERVICE)

CUSTOMER INFORMATION RELEASE FORM

Customer Name: _____

Customer Account Number: _____

This letter serves as authorization to release information relating to electricity usage and billing for the above account to [Authorized Agent or Aggregator Name] for the purposes of evaluating potential aggregation services provided under Ohio Power Company's Conjunctive Electric Service (CES) Pilot Program. By authorizing the right of access to information on this account I understand that:

1. CES is a service that is being offered to customers on a two-year pilot program basis. This service allows customers to be grouped together for billing purposes in order to receive a CES rate. Billing under this rate could result in savings; however, savings are not guaranteed and, in some cases, bills for some customers in a group could increase. In addition to [Authorized Agent or Aggregator], I may direct questions concerning CES to Ohio Power Company or the Public Utilities Commission of Ohio's Public Interest Center at 1-800-686-7826.
2. Once information is released for this account, Ohio Power Company has no ability to control the future use or dissemination of this information. I hereby release Ohio Power Company from any and all liability that may arise out of [Authorized Agent or Aggregator Name]'s possession and use of this information.
3. I intend the information released to [Authorized Agent or Aggregator Name] to be used for purposes relating solely to CES. Said information shall not be used for other means or otherwise released or sold to other entities.
4. This letter covers the release of information only. In order to elect service as part of a CES Customer Group, I must complete a CES Special Contract with Ohio Power Company.

Please consider this written authorization to be effective immediately for processing at the earliest possible date.

Customer Signature_____
Date_____
Signatory's Name/Title (Printed)_____
Phone Number_____
Fax Number

(Continued on Sheet No. 35-11)

Filed pursuant to Order No. 99-525-EL-ATA dated May 19, 1999.

Issued: May 28, 1999

Effective: July 1, 1999

Issued by
Marsha P. Ryan, Vice President
Columbus, Ohio

OHIO POWER COMPANY

Original Sheet No. 35-11

P.U.C.O. NO. 16

RIDER CES
(CONJUNCTIVE ELECTRIC SERVICE)

CUSTOMER CONSENT FORM

RE: Authorization to Place my Ohio Power Company Customer Account(s) in a Proposed CES Group for the Purpose of Negotiating a CES Special Contract.

Ohio Power Company CES Program Administrator:

This letter serves as authorization to place the following Ohio Power Company Account Numbers in a proposed CES Customer Group represented by [Aggregator Name] for the purposes of negotiating a CES Special Contract.

Name:	Address:	Ohio Power Account Number:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

All further contact and negotiations concerning this agreement should be through [Aggregator Name]. However, any special contract including the Account Number(s) listed above will not be binding unless signed by myself.

Please consider this written authorization to be effective immediately for processing at the earliest possible date.

Customer Signature

Date

Signatory's Name/Title (Printed)

Phone Number

Fax Number

Filed pursuant to Order No. 99-525-EL-ATA dated May 19, 1999.

Issued: May 28, 1999

Effective: July 1, 1999

Issued by
Marsha P. Ryan, Vice President
Columbus, Ohio

OHIO POWER COMPANY

P.U.C.O. NO. 16

2nd Revised Sheet No. 1-2
Cancels
Original Sheet No. 1-2

Table of Contents

<u>Schedule</u>		<u>Sheet No(s)</u>	<u>Effective Date</u>
FRR	Fuel Reconciliation Rider	28	May 30, 1996
	Electric Fuel Component Rate.....	29-1 thru 29-13	March 23, 1995
	Capacity & Energy Emergency Control Program.....	30-1 thru 30-17	March 23, 1995
	Electronic Transfer Rider	31	April 18, 1997
CES	Conjunctive Electric Service Rider	35-1 thru 35-11	July 1, 1999

Filed pursuant to Order No. 99-525-EL-ATA dated May 19, 1999.

Issued: May 28, 1999

Effective: May 28, 1999

Issued by
Marsha P. Ryan, Vice President
Columbus, Ohio