## Large Filing Separator Sheet

89-6003-EL-PLF 04-169-11 UNC 05-717-44

Case Number: 05-11941

December 21, 2005

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Section: Part 2003

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Description of Document:

Consolidated Compliance Fartbes

ดื่	(1,118)	(461,786)	(32,326) (715) (195) (33,235)	(427,434)	(149,602) (23,128)	(172,730)		35,853	8	(3,296) (77)	2,078	1,309	10,707	(6,554)	(196) (712)	(5,070)	(413)	43,808 (357)	(118)	(478)	2 2	8	(26,856)	192	77.9	(33)	75	3,529	148	2,418	(2,845)	(1) 88 88	4 313)	(20,615) 28,502
MAN	(09)	40,278	2,819 62 47 2,899	37,429	13,100 (1,038)	12,083		1,609	9	(P) (P) (P)	, 8 8	86	1,907	(198)	(2 (2 (3	(227)	(E)	15. (2)	( <u>3</u> ,	- (g)	<b>3</b> 8	4	(810) (877)	ā	137	(£) (£)	e 96.	158	ωĘ	jr.	(201)	() t	9	(1,254) 4,082
CIP-TOD	(8,415)	964,764	67,533 1,493 407 69,434	903,745	316,311 (174,078)	142,232		269,856 13.712	(10)	(24,510) (0,0)	15,640	9,853	550,850	(32,271)	(3,508)	(38,162)	(6,281)	13 (18.379)	(6,093)	(7,262)	12,088	829	(132,239)	9,889	39,677	(18,062)	568	26.561	1,218	11,904	(40,216)	1.347	6 483	(268,589) 1,228,332
8	(4,869)	2,173,203	152,124 3,384 918 156,406	2,021,666	707,583 (100,714)	606,869		158,128	(g)	(14,130)	9,049	5,701	244,174	(18,235)	(545) (1,982)	(22,079)	(3,310)	78 147)	(2,701)	(3,827)	9,416	437	(74,722)	4,388	17,588	(9,586)	328	15,367	888	6,726	(21,193)	710	38	(137,654) 605,742
891	(6,221)	2,431,045	170,173 3,763 1,027 174,963	2,262,302	791,806 (128,682)	863,124		198,482	9	(18,118) (1)	11,561	7,284	209,660	(23,648)	(707) (2,571)	(28,210)	(3,559)	796	(2,319)	(4,115)	5,996	470	(96,903)	3,788	15,102	(8,958)	420	19,634	954	8,723	(22,787)	763	357	(150,256) 548,065
MGS	(5,426)	7,290,928	510,365 11,286 3,079 524,730	6,771,624	2,370,068 (112,243)	2,257,826		173,999	6	(15,804) (19)	10.084	6,353	162,114	(22,024)	(858) (2,394)	(24,006)	(3,431)	10,654 (5,409)	(1,793)	(3,966)	4,582	453	(90.251)	2,913	11,677	(6,847)	386	17,128	979	8,124	(21,965)	( g)	44.13	(125,889) 413,505
808	(927)	864,591	60,521 1,338 365 62,225	803,294	281,153 (19,186)	261,967		29,742	(S)	(29) (29)	1,724	1,086	18,252	(5,435)	(162) (591)	(4,206)	(551)	16,480 (609)	(202)	(637)	470	E.	(22,271)	328	1,315	(702)	6 519	2,927	180	2,005	(3,527)	118		(19,309) 45,568
2	(28,763)	(32,269,554)	(2,258,869) (49,950) (13,630) (2,322,449)	(28,918,342)	(10,471,420) (595,013)	(11,066,433)		922,386	(36)	(235)	53,459	33,679	617,770	(126,696)	(3,787) (13,772)	(130,441)	(11,307)	(20,612)	(6,833)	(13,072)	21,903	1,483	(519,170)	11,102	864,498	(32,727)	1,940	90,787	4,501	46,735	(72,392)	2,424	112	(612,385) 1,927,947
TOTAL RETAIL	(55,830)	18,733,104)	(1,311,317) (28,997) (7,912) (1,348,227)	(17,328,947)	(6,065,132) (1,156,997)	(7,222,129)		1,793,574	(72)	(162,904)	103,960	65,489	1,817,595	(235,644)	(7,044)	(253,642)	(28.963)	(30,045)	(20,105)	(33,472)	51,522 28 395	3,623	(535,512)	32,864	130,920	(76,982)	3,773	176,535	8,696	86,923	(185,372)	6,208	288	(1,338,731) 4,801,854
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TO METHOD RE	RB_GUP	FORMULA ('	FORMULA FORMULA FORMULA	FORMULA	FORMULA RB_GUP	FORMULA		RB_GUP RB_CWIP									POELKEY															REV		
	BONUS DEPRECIATION ADJUSTMENT FOR STATE RB_GUP	_				CURRENT FIT AND ITC	DEFERRED FIT - CURRENT YEAR	NORMALIZED RB_GUP RB_CWIP	22 PENSION/OPEB ADJUSTMENT			CAPITALIZED RELOCATION COSTS REGUE	MTM BOOK GAIN ABOVE THE LINE TAX DEFERRAL PROD_ENERGY PROVISION FOR WASHERS COMP	ACCRUED BOOK PENSION EXPENSE		POST RETIREMENT BENEFIT	REVENUE REFUNDS REV	CUST_TOTAL PROD_ENERGY		REV	RB_GNP_EPIS_T PR Call FOINT	REV		E EMA PROD_ENERGY		RB_GUP_EPIS_T		RB_GUP		MENT BENEFITS LABOR_M		NT REV		IED - ADJUSTMENT

## KENTUCKY POWER COMPANY CLASS COST OF SERVICE STUDY NELVE MONTHS ENDED JUNE 30, 2005

														,
൴		METHOD	Secondary Pr	MGS Primary Sub	Subtran. Se	Secondary Pr	Primary S	Subtran	Primary	Stotran	Trains.	CIP-TOD Subtran.	Trans.	Cera
(141)	BONUS DEPRECIATION ADJUSTMENT FOR STATE	RB_GUP	(5,230)	(152)	<u>\$</u>	(4,646)	(986)	(688)	(1,413)	(3,333)	(122)	(7,716)	(669)	(24,930)
233,427	STATE TAXABLE INCOME	FORMULA	7,049,113	191,255 51	50,561	,039,110	924,519	467,416	(279,228)	2,270,463	181,968	(825,805)	1,790,570	12,859,940
16,340 381 98 98 76,800	STATE INCOME TAX KENTUCKY STATE INCOME TAX OHO STATE INCOME TAX WEST VIRGINIA TOTAL STATE INCOME TAXES	FORMULA FORMULA FORMULA	493,438 10,911 2,977 507,327	13,388 : 296   3	3,539 78 21 3,639	72,738 1,608 439 74,785	64,716 1,431 390 66,538	32,719 724 197 33,640	(19,546) (432) (118) (20,096)	158,932 3,514 959 163,406	12,738 282 77 13,096	(57,806) (1,278) (349) (59,433)	125,340 2,772 756 128,868	900, 196 19,906 5,432 925,534
216,769	TAXABLE OPERATING INCOME	FORMULA	6,547,016 1	177,642 40	46,966	968,971	858,867	434,464	(257,718)	2,110,390	168,994	(758,856)	1,662,401	11,959,337
75,869 (2,916)	GROSS CURRENT FIT FEEDBACK PRIOR ITC NORMALIZATION TAX	FORMULA RB_GUP	2,291,456 (108,193)	62,175 18 (3,140)	16,438 (910)	339,140 3 (98,104) (	300,604 (18,335)	152,062 (14,242)	(90,201) (29,239)	738,636 (68,945)	59,148 (2,530)	(265,530) (159,619)	581,840 (14,459)	4,185,768 (515,717)
72,963	CURRENT FIT AND ITC	FORMULA	2,163,262	59,035 1	15,528	243,035 2	282,268	137,821	(119,440)	669,691	56,618	(425,149)	567,381	3,670,051
	DEFERRED FIT - CURRENT YEAR													
4. 82.08	DIFIT FOR BOOK VS TAX DEPRECIATION NORMALIZED ABFLUDC	RB_GUP RB_CWIP	167,721		,410 80	148,981 8.502	28,424	22,078	45,326	106,879 5,359	3,921	247,441	22,415	799,463
0	WSEC 482 PENSIONOPEB ADJUSTMENT	LABOR M	9				£	£	18	£	9	<u>.</u>	£ [	(52)
<u></u> 2		CUST TOTAL	(13) (13)	(O)	(§)	(3)(3)(3)	(2) (2) (2) (3)	(c) (c)	9	(a) (b) (c) (c) (c) (c) (c) (c) (c) (c) (c) (c	(£)	(£,4,2)	(Q)	(70)
648		PROD_DEMAND	359,031				73,921	67,963	119,158	360,279	16,410	860,735	96,017	2,300,130
2, 161		RB_GUP PROD_ENERGY	6,124				1,038 31,775	806 29,490	61,845 64,840	3,902 173,486	6.848	9,035 489,403	818 61.447	29,191 1,166,798
176		LABOR_M	6,429				1,029	749	1,676	3,673	162	8,792	961	29,066
(5)		LABOR_M	(835)				102)	(74)	186	(363)	(16)	(870)	(98)	(2,875)
2 (S)		LABOK M RE GUP	(23,712)				(4,020)	(3,122)	(6,410)	(1,321)	() () () () ()	(34,992)	(3,170)	(113,058)
<u> </u>		FUELREV REV	(3,307)				29,564 (573)	27,858 (448)	57,571 (789)	163,885 (2,427)	8, 8, 9,	462,374 (5,497)	58,793 (785)	1,090,628
51		CUST_TOTAL	10,557				35	98 55	3 3 3 3	47	395)	10	3 050	11,541
<u>8</u> 8	PROVISION FOR TRADING CREDIT RISK ABOVE THE LINE DEFERRED COMPASATION ROOK EXPENSE	PROD ENERGY	(1,724)				(351)	(§8) 6	(88) 48)	(1,919)	() () () () () () () () () () () () () (	(5,413)	(F80) 4477	(12,908)
( <del>g</del> )		REV	(3,823)				(983)	(517)	(913)	(2,806)	(188) (188)	(6,355)	(807)	(19,169)
n ea		RB_GUP_EPIS_T RB_GUP_EPIS_T	2,403 2,256				901	919 471	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	4,854 2,487	<u>\$</u> 2	11,361 5,820	373	29,082 14,899
9 60	DEFERRED BOOK CONTRACT REVENUE	REV	437				<u>ب</u> و ج	58	202.00	320	52	726	104	2,189
(761)		LABOR_M PROD_ENERGY	(87, 168) (54,891)				13,954) 11,188)	(10,383)	(27,728)	(49,800) (61,082)	2.2. 1.0. 1.0.	(172,312)	(13,025)	(384,114) (410,813)
8 æ		PROD_ENERGY PROD_ENERGY	11,230				571 2,289	530 2,124	1, 4, 1, 454,	3,118 12,496	55 53 75	8,795 35,251	4,426 426	20,369 84,049
(1,376)	REG ASSET UNREAL MTM GAIN DEFERRAL REG ASSET DEFERRED FOUITY CARRYING	PROD_ENERGY RB GLIP EPIS T	(99,252)				20,229)	(18,774)	(39,369)	(110,446)	(5,633)	(311,568)	(39,119)	(742,817)
9		RB_GUP	353				8	8	8	225	0	521	47	1,682
88-3 1-3 1-3 1-3 1-3 1-3 1-3 1-3 1-3 1-3 1	CAPITALIZED SOFTWARE COST BOOK BOOK LEASES CAPITALIZED FOR TAX	RB_GUP	(36,781)				(6,230) 2,798	(4,839)	(9,935) 4,461	(23,426)	(8) (8) (8) (8) (8) (8) (8)	(54,234)	(4.913)	(175,227) 78,688
8 5		REV_OTHER	950				138	6	229	584	8	1,083	135	3,839
215	-	LABOR_M	7,847				1,256	916	2,046	4,483	198	10,731	1,173	35,478
4	BOOK DEFFERAL MERGER COSTS REG ASSET ACCRUFO SEAS 112	REV	(21,172)				(3,672)	(2.885)	(5,054)	(15,540)	(599)	(35, 193)	(5,023)	(106,161)
, 5	1977 - 1980 IRS AUDIT SETTLEMENT 1985 - 1987 IRS AUDIT SETTLEMENT	REV REV	, 68 8				123 a	8 4	80 a	220	8-	1,178 9,178	188 a	3,556
(717)		LABOR_M	(4,280)				(883)	(496)	(1,111)	5. 45. 45.	(107)	(5,827)	(637)	(19,263)
(2,781)	FEDERAL INCOME TAX - DEFERRED - ADJUSTMENT TOTAL CURRENT YEAR DFIT		(121,225) 397,391		-		(21,966) 84,021	(18,331) 80,393	(37,571) 144,099	(95,983) 440,703	(4,095) 20,940	(242,623) 1,100,626	(25,965) 127,705	(682,387) 2,795,644

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성	(1,272) (171) (81)	(12,225) 4,985 (7,750) (10,128)	(26,643)	(170,871) (204,106)	4,665,620	361,002	264 37 5,623 456 6,381	6,560	373,943
MAX	(£) (€) (£)	(474) 224 (348) (454)	(1,121)	15,024 17,923	317,311	58,946	333 74 105 14 526	540	60,012
GP-TOD	(9,572) (1,285) (610)	(69,906) 37,517 (58,336) (76,234)	(178,425)	1,192,139	67,363,107	7,483,946	91,154 21,296 94 2,253 114,787	117,991	7,716,724
ä	(5,538) (743) (353)	(41,417) 21,706 (33,751) (44,105)	(104,201)	1,108,410 1,264,816	34,386,845	5,054,428	47,741 11,298 2,334 1,273 62,646	54,394	5,181,467
897	(7,076) (950) (451)	(67,225) 27,733 (43,123) (56,353)	(137,444)	1,073,746 1,248,709	36,769,802	6,788,555	46,641 10,566 10,376 1,651 69,193	71,125	5,928,873
S S S S S S S S S S S S S S S S S S S	(6,172) (828) (383)	(51,135) 24,190 (37,614) (49,154)	(121,106)	2,550,225 3,074,955	33,133,410	8,015,918	35,952 8,087 11,284 1,538 56,642	58,428	8,131,188
888	(1,065) (142) (67)	(8,330) 4,135 (6,430) (8,402)	(21,291)	288,244 348,469	5,547,643	1,091,684	3,757 827 2,993 380 7,956	8,178	1,107,818
器	(32,717) (4,391) (2,086)	(275,782) 128,237 (199,397) (260,572)	(846,708)	(9,785,194) (12,107,643)	136,086,861	(897,210)	174,438 38,559 67,528 8,847 289,371	297,447	(310,392)
TOTAL	(63,617) (8,538) (4,055)	(519,030) 249,355 (387,726) (506,680)	(1,240,291)	(3,660,569) (5,008,792)	318,884,131	27,172,622	400,313 90,711 101,043 16,465 608,522	625,507	28,406,651
METHOD	RB_GUP RB_GUP RB_GUP	RB_CWP RB_GUP RB_GUP RB_GUP		FORMULA	FORMULA	FORMULA	PROD_DEMAND TRANS_TOTAL RB_GUP_EPIS_D LABOR_M		FORMULA
	DEFERBED FIT - PRIOR YEAR TAXES CAPITALIZED PRISIONS CAPITALIZED SANING PLAN CAPITALIZED	ABPUDC INTEREST CAPITALIZED ADR REPAIR ALLOWANCE BOOK VS TAX DEPRECIATION	TOTAL PRIOR YEAR DFIT	FEDERAL INCOME TAXES TOTAL INCOME TAXES	TOTAL EXPENSES	NET OPERATING INCOME	AFUCC OFFSET PRODUCTION TRANSMISSION OFFTREATION GENERAL AFUCC OFFSET	AFUDC OFFSET ADJUSTMENT - ADJUSTMENT	ADJUSTED NET OPERATING INCOME
	TAXES_CAP PENSIONS_CAP SAVINGS_CAP	ABFUDC_DFIT INTEREST_CAP_DFIT ADR_REPAIR_ALLOW BK_VS_TX_DEPR	EXP_FIT_PRIOR	EXP_TAX_FIT EXP_TAX	TOTEXP	ĪŌN	AFUDC_P AFUC_D AFUC_D AFUC_OF	ADJ_AFUDC_OFF	NOIA

## KENTUCKY POWER COMPANY CLASS COST OF SERVICE STUDY VELVE MONTHS ENDED JUNE 30, 2006

,				MGS		ļ	8			ð		CIP-TOD	٥	Total
ъÄ		METHOD	Secondary	Primary	Subbran.	Secondary	Primary	Subbran.	Prémary	Sulptran.	Trans.	Subtran.	Trans.	35
	_													
(160)	•	RB_GUP	(5,949)	(173)	(OG)	(5,284)	(1,008)	(783)	(1,608)	(3.791)	(138)	(8.777)	(795)	(28,356)
(55)		RB_GUP	(96/)	8	8	(709)	(135)	(105)	(216)	(809)	£	(1,178)	(107)	(3,806)
(10,		RB_GUP	(378)	£	<u>@</u>	(337)	Ð	(09)	(102)	(242)	<u>(e)</u>	(923)	(51)	(1,807)
(1.536)	•	RBCWIP	(49,318)	(3,406)	(410)	(43,343)	(8.094)	(5,799)	(12,906)	(27,321)	196	(63, 123)	(6.783)	(219,683)
628	-	RB_GUP	23,318	677	<u>8</u>	20,712	3,952	3,069	6.302	14,859	545	34.401	3.116	111,147
(977)		RB_GUP	(36,257)	(1,052)	(305)	(32,208)	(6.144)	(4,773)	(9,798)	(23, 105)	(848)	(53.491)	(4.846)	(172,824)
(1,277)	) BOOK VS TAX DEPRECIATION	RB_GUP	(47,381)	(1,375)	(386)	(42,087)	(8,030)	(6,237)	(12,805)	(30, 193)	(1,108)	(69.901)	(6,332)	(225,846)
(3,353)	TOTAL PRIOR YEAR DFIT		(116,765)	(3,364)	(776)	(103,253)	(19,514)	(14,677)	(31, 133)	(70,301)	(2,767)	(162,628)	(16,797)	(541,176)
69,711	FEDERAL INCOME TAXES TOTAL INCOMP TAXES	FORMULA	2,463,888	68,652	17,685	523,433	346,776	203,536	(8,475)	1,040,093	74,792	512,849	679,290	5,924,520
			417,178,2	92,419	\$20°1.7	£17'080	415,514	637,176	(176,02)	1,205,498	299'/0	453,416	/cl 808	6,850,053
633,533	TOTAL EXPENSES	FORMULA	31,922,611	989,750	221,048	26,561,257	5,679,420	4,529,125	8,574,449	24,901,240	911,156	59,619,426	7,743,691	171,653,163
215,353	NET OPERATING INCOME	FORMULA	7,741,946	215,123	58,849	3,810,463	1,182,260	795,831	855,627	3,985,463	213,337	5,773,961	1,709,985	26,342,847
	AFUDC OFFSET													
3		PROD_DEMAND	34,588	1,114	27.1	32,951	7,117	6,544	11,473	24,688	1,580	81,909	9,245	221,458
9 6	CANOMICON CONTRACTOR	RANS TOTAL	7,752	249	80	7,351	1,586	1,618	2,530	8,549	218	20,008	1,278	51,206
g :		מ"מראם לחס" אא	10,921	98	97	8,731	1,275	98	1,986	319	9	75	10	24,087
14.5	_	LABOR_#	1,485	4	F	1,240	238	173	387	649	37	2,092	22	6,716
270	AFUDC OFFSET		54,726	1,671	445	50,273	10,217	8,704	16,388	44,405	1,856	104,024	10,763	303,468
8 4	AFUDC OFFSET ADJUSTMENT - ADJUSTMENT		56,253	1,717	458	51,678	10,502	8,946	16,844	45,644	1,906	106,927	11,064	311,938
217,017	ADJUSTED NET OPERATING INCOME	FORMULA	7,862,925	218,511	59,752	3,912,413	1,202,979	813,481	888,857	4,075,512	217,098	5,984,913	1,731,812	26,958,253

## KENTUCKY POWER COMPANY CLASS COST OF SERVICE STUDY MELVE MONTHS ENDED JUNE 30, 2005

đ	17,378,279	373,943	2.15%	4,665,620	5,026,621	249,652 4,776,969	6.83%	1,186,567	812,624		1,353,543 28.33%	6,380,164	249,652 6,130,512	91,844 17,348 92,114 233,144 233,144 233,144 24,1467 434,467 489,583 8,007,481 6,130,512
MA	788,497	60,012	7.61%	317,311	376,257	367,037	11.71%	92,295	32,284		53,773 14.65%	430,030	9,220 420,810	134,088 11,533 11,525 16,525 41,574 125,574 2,886 420,810 125,574 2,886 420,810
CIP-TOD	133,220,860	7,716,724	5.79%	67,363,107	74,847,053	962,398 74,184,655	10.08%	13,422,972	5,706,247		9,504,584 12,31%	84,351,637	662,398 83,689,239	34,828,547 7,703,598 5,338,591 0 35,725,673 83,682,239 47,870,736 97,25,736 97,25,736 97,25,878 97,25,878
ə	75,590,036	5,181,467	6.85%	34,386,845	38,441,273	417,896 39,023,377	10.99%	8,307,959	3,126,491		5,207,626 13.34%	44,648,899	417,896	18,703,282 3,072,198 3,072,198 1,943,628 1,943,628 1,585,448 28,006,827 28,006,827 398,730 44,231,003
897	95,908,380	5,928,873	6.18%	36,769,802	42,558,367	919,094	10.39%	9,960,895	4,032,022		6,715,919 16.13%	49,274,276	919,094 48,355,182	17, 868, 754 4, 016, 914 6, 691, 713 8, 688, 848 2, 839, 608 13, 639, 983 48, 385, 182 34, 077, 837 13, 639, 683 48, 385, 182 48, 385, 182 48, 385, 182
MOS	82,869,349	8,131,188	9.81%	33,133,410	41,149,328	1,099,489 40,049,839	13.67%	11,331,637	3,200,448		5,330,812 13.31%	46,480,140	1,099,489	15 De5 586 3.704, 804 7.315, 957 7.315, 957 4.138, 715 2.009, 981 45,380, 651 2.009, 981 45,380, 651 5.009, 861 45,380, 651 45,380, 651
808	14,226,587	1,107,818	7.79%	5,547,643	6,639,327	242,616 6,396,711	11.91%	1,694,933	587,115		977,925 15.29%	7,617,252	242,616 7,374,636	1,513,212 564,333 210,467 784,177 784,177 1,211,686 2,483,020 7,374,636 1,271,636 2,483,020 7,374,636
82	436,261,514	-310,392	-D.07%	136,066,861	135, 169,651	5,079,696	4.82%	21,007,873	21,318,265		35,508,669 27.30%	170,678,320	5,079,686	55, 682, 146 9, 223, 133 6, 581, 505 17, 771, 883 88, 464, 886 14, 972, 476 112, 161, 312 112, 161, 312 88, 484, 646 14, 586, 684 14, 582, 476 185, 586, 634
TOTAL	858,443,759	28,406,651	3.31%	318,884,131	346,055,753	8,713,065	7.84%	67,308,233	38,901,582	1,665645	64,796,239 19.21%	410,852,982	6,713,065 402,138,927	144 D14 D14 22 405, 188 0 647, 234 0 647, 234 0 658, 238 25 824 25 278, 224 402, 138, 227 26 308, 673 26 308, 673 27 37 37 38 37 37 37 37 37 37 37 37 37 37 37 37 37
METHOD		FORMULA		FORMULA	FORMULA	FORMULA FORMULA		FORMULA	FORMULA	-		FORMULA	FORMULA	FORMULA  DEMAND  ENERGY  CUSTOMER
	REVENUE REQUIREMENT ANALYSIS TOTAL RATE BASE	ADJUSTED NET OPERATING INCOME	CURRENT RATE OF RETURN	TOTAL EXPENSES	TOTAL OPERATING REVENUE	OTHER OPERATING REVENUE SALES OF ELECTRICITY	PROPOSED RATE OF RETURN	REQUIRED INCOME	INCOME INCREASE	GROSS REVENUE CONVERSION FACTOR	PROPOSED REVENUE INCREASE % REVENUE INCREASE	TOTAL REVENUE REQUIRED	OTHER OPERATING REVENUE REQUIRED RATE REVENUE	REQUIRED RATE REVENUE
	RATEBASE	NOIA		TOTEXP	TOTREV	OTHERREV RSALE		NOIREQ	INCINC		INC_REV	REVREQ	OTHERREV REQRATEREV	LAYOUT DETAILON REGNATEREV

## KENTUCKY POWER COMPANY CLASS COST OF SERVICE STUDY WELVE MONTHS ENDED JUNE 30, 2005

									, market 1000	3					
v		COLUMN	, moont				ļ	SOT			â		CIP-TOD		Total
ij	DEVENITE DEVENTED AND VOICE						Secondary	Humany	Subran.	Alman,	SUDGE	i rans.	Subtran.	Trains.	3
2,200,458	TOTAL RATE BASE			90,027,896 2	2,186,578	654,885	71,812,881 1	13,573,745	10,521,754	21,928,174	51,817,300	1,844,563	121,969,768	11,250,892 3	387,588,425
217,017	ADJUSTED NET OPERATING INCOME	FORMULA		7,852,925	218,511	59,752	3,912,413	1,202,979	813,481	888,857	4,075,512	217,098	5,984,913	1,731,812	26,958,253
%98°6	CURRENT RATE OF RETURN			9.81%	9.99%	9.12%	5.45%	8.86%	7.73%	4.05%	7.87%	11.77%	4.91%	15.39%	6.96%
633,533	TOTAL EXPENSES	FORMULA		31,922,611	989,750	221,048	28,561,257	5,679,420	4,529,125	8,574,449	24,901,240	911,156	59,619,426	7,743,681 1	171,653,163
848,886	TOTAL OPERATING REVENUE FESS:	FORMULA		39,664,557 1	1,204,873	279,897	30,371,720	6,861,681	5,324,956	9,430,076	28,886,703	1,124,484	65,393,387	9,453,986 1	197,996,011
33,014 815,872	OTHER OPERATING REVENUE SALES OF ELECTRICITY	FORMULA		38,592,677 1,	1,182,800	5,529	744,822	129,387	44,885 5,280,071	9,209,020	166,926 28,719,777	29,914 1,094,580	500,707	9,291,975 1	3,098,877
13,77%	PROPOSED RATE OF RETURN			13.69%	13.25%	13.74%	10.42%	10.11%	10.50%	10.69%	11.11%	11.11%	10.08%	10.08%	11.10%
303,103	REQUIRED INCOME	FORMULA		10,952,029	289,623	89,985	7,484,111	1,371,963	1,104,821	2,345,153	5,757,841	204,964	12,289,361	1,133,611	43,023,462
86,086	INCOME INCREASE	FORMULA		3,099,104	71,112	30,233	3,571,699	168,984	291,340	1,458,296	1,682,329	(12,134)	6,304,448	(598,201)	16,065,209
	GROSS REVENUE CONVERSION FACTOR														
143,388 17.57%	PROPOSED REVENUE INCREASE % REVENUE INCREASE			5,162,008	118,447 10.01%	50,357 18,35%	5,949,183 20.08%	281,467 4,18%	485,269 9.19%	2,425,673 26.34%	2,802,164 9.76%	(20,211)	10,500,975 16,18%	(996,391)	26,758,941 13.73%
992,274	TOTAL REVENUE REQUIRED LESS:	FORMULA		44,826,565 1,	1,323,320	330,254	36,320,903	7,143,148	5,810,225	11,855,749 :	31,688,867 1	1,104,283	75,894,362	8,457,275 2	224,754,962
33,014 959,260	OTHER OPERATING REVENUE REQUIRED RATE REVENUE	FORMULA		1,071,896 22,073 43,754,679 1,301,247		5,529	744,822 35,576,081	129,387	44,885 5,765,340	221,056 11,634,695	31,521,941	29,914 1,074,369	500,707	8,295,584	3,098,877 221,656,075
28,809 6727 727 727 28,855 57,547 142,932 117,738 142,632 698,550 968,550 968,550	REQUIRED RATE REVENUE	FORMULA	PRODUCTION BLIETTRAN SUBT RAN DIST PRI DIST PRI DIST SEC CUST OMER TOTAL	14,522,227 2,521,701 7,084,888 4,185,715 10,287,302 1,825,698 44,754,679 1,825,698 1,825,698 1,825,698 1,825,698 1,825,698	466,947 109,481 68,011 222,108 350,055 84,047 350,055 84,645 84,645	106,411 28,174 21,883 0 0 68,748 99,510 324,725 38,510 39,510	12,729,258 2,854,166 5,522,478 2,859,608 8,552,210 209,605 35,576,081 2,852,70,285 9,682,210 2,852,70,285 9,682,210 2,862,210 3,576,081	2,718,382 597,678 367,631 1,166,370 2,072,998 90,704 7,013,761 7,013,761	2,511,114 566,071 447,328 0 1,801,774 340,053 5,785,340 340,053 1,801,774 340,053 340,053 340,053	4,295,540 1,006,518 601,684 1,943,628 0 3,749,97 11,834,683 37,347 11,834,683 31,347 31,347 31,348,977 31,349,977	13,883,751 3,144,622 2,470,454 0 11,701,889 311,125 31,521,941 11,701,989 311,125 31,521,941	513,971 136,658 0 0 400,481 20,258 1,074,369 400,481 20,258 1,074,399	31,314,286 6,831,386 6,831,386 0 31,742,276 67,4107 75,383,665 44,584,271 31,742,278 67,107 75,383,655	3,514,281 772,203 0 0 3,983,403 25,717 8,295,584 2,295,684 3,393,403 2,5717 8,295,684 3,295,684	89,598,147 19,773,114 13,336,038 15,948,473 8,975,324 8,975,324 3,111,767 221,686,075 142,620,095 141,767 3,111,767 221,686,075

-	DESCRIPTION	TOTAL	RS	ses	MGS	SST	Q.	CIP_TOD	MW	٥.	ร
			KEN 12 CP CL 12 MO	TUCKY POWER ASS COST OF SI NTHS ENDED JU SUMMARY	KENTUCKY POWER COMPANY 12 CP CLASS COST OF SERVICE STUDY 12 MONTHS ENDED JUNE 30, 2005 Summary	NY STUDY 2005					
1 1		TOTAL	RS	SGS	MGS	<u>897</u>	립	CIP-TOD	MW	<mark>ត</mark> ា	됭
MAILE BASSE ELECTRIC PLANT IN SE PLANT HELD FOR FUTI DUMONT UHV TEST CE TOTAL CWIP GROSS UTILITY PLANT	KALE BASE PLANT IN SERVICE PLANT HELD FOR FUTURE USE DUMONT UHV TEST CENTER TOTAL CWIP GROSS UTILITY PLANT	709,813,033 83,282 378,680 19,159,718 1,336,938,136	333,877,862 35,405 141,584 10,180,351 688,462,114	5,655,518 759 0 344,415 22,172,960	2,238,255 7,407 0 1,887,617 129,809,577	7,339,094 9,691 2,305 2,112,426 148,723,149	87,119,360 10,371 41,661 1,528,885 116,095,700	103,120,646 19,540 58,429 2,580,549 200,475,882	59,913,112 68 44,924 17,485 1,200,518	108,863,500 34 88,971 451,297 26,638,628	1,685,684 8 806 56,692 3,359,609
TOTAL DEPRECIATI NET UTILITY PLANT	RB_NP_ACCUMDEP TOTAL DEPRECIATION RESERVE NUP	432,998,450 903,939,686	219,330,211 469,131,902	6,876,182 15,296,778	41,697,224 88,112,353	48,376,048 100,347,102	39,067,372 77,028,327	68,438,655 132,037,227	385,482 815,036	7,836,629 18,801,999	990,647 2,368,962
FOTAL WOF	TOTAL WORKING CAPITAL TOTAL RATE BASE OFFSETS	62,277,835 (138,581,504)	24,947,526 (73,481,507)	787,291 (2,406,508)	5,617,965 (13,847,375)	7,000,460 (14,824,811)	7,434,890 (11,529,160)	15,770,660 (19,410,905)	59,876 ) (114,832)	581,212 (2,643,561)	77,956 (322,745)
TOTAL RATE BASE	E BASE	858,443,759	436,261,514	14,226,587	82,869,349	95,908,380	75,590,036	133,220,660	788,497	17,378,279	2,200,458
SALES OF FOTAL OTH	<b>OPERATING REVENUES</b> SALES OF ELECTRICITY TOTAL OTHER OPERATING REVENUES TOTAL OPERATING REVENUES	337,343,688 12,983,134 350,326,822	130,089,965 6,720,291 136,810,256	6,396,711 268,463 6,665,174	40,049,839 1,461,583 41,511,422	41,639,263 1,424,215 43,063,478	39,023,377 1,027,710 40,051,087	74,184,655 1,817,991 76,002,646	367,037 12,443 379,480	4,776,969 220,925 4,997,894	815,872 29,513 845,385
DPERATING EXPERTOTAL O&M EXPERTOTAL O&M EXPERTOTAL DEPRECIAL TOTAL TAXES OTHER STATE INCOMESTED TOTAL EXPENSES	OPERATING EXPENSES TOTAL OGM EXPENSES TOTAL DEPRECIATION EXPENSE TOTAL TAXES OTHER THAN INCOME TOTAL STATE INCOME TAXES FEDERAL INCOME TAXES TOTAL EXPENSES	235,489,125 44,043,880 8,937,315 (1,348,227) (3,660,566) 318,884,131	102,003,492 23,217,755 4,557,270 (2,322,449) (9,785,194)	3,593,961 788,631 157,656 62,225 286,244 5,547,643	21,346,532 4,309,560 872,293 524,730 2,550,225 33,133,410	25.697,872 4,842,439 985,260 174,963 1,073,746 36,769,802	25,805,657 3,594,885 781,963 156,406 1,108,410 34,386,845	53,300,629 6,117,173 1,367,815 69,434 1,192,139 67,363,107	218,257 39,824 8,023 2,899 15,024 317,311	3,174,261 1,009,227 184,833 (33,235) (170,871) 4,665,620	348,464 124,387 22,201 16,800 69,711 633,533
NET OPERATIN AFUDC OFFSET ADJUSTED NET	NET OPERATING INCOME AFUDC OFFSET ADJUSTED NET OPERATING INCOME	27,172,622 608,522 28,406,651	(897,210) 289,371 (310,392)	7,956 7,956 1,107,818	8,015,918 56,842 8,131,188	5,788,555 69,193 5,928,873	5,054,428 62,646 5,181,467	7,483,946 114,787 7,716,724	58,946 526 60,012	361,002 6,381 373,943	215,353 821 217,017
RATE OF R	RATE OF RETURN % RATE OF RETURN INDEX	3.31% 100	, -0.07% (2)	7.79%	9.81%	6.18% 187	6.85% 207	5.79%	7,61%	2.15% 65	9.86% 298

# COLUMBUS SOUTHERN POWER COMPANY COMPLIANCE TARIFF

Filed pursuant to Orders in Case Nos. 89-6003-EL-TRF, 04-169-EL-UNC, 05-717-EL-UNC, 05-765-EL-UNC, 05-1194-EL-UNC and 05-1463-EL-UNC

Open Access Distribution Service Tariff

#### SCHEDULE CROSS REFERENCE

Generation, Transmission.		Sheet			Sheet No.
Distribution Service		No.	Distribution Service	Only	
RESIDENTIAL SERVICE			RESIDENTIAL SERV		
Regular	R-R	10-1-10-4	All Residential	OAD-RR	10-1D-10- 3D
Small Use Load Management	R-R-1	11-1-11-4			<u> </u>
Optional Demand	RLM	12-1-12-4			
Energy Storage	RS-ES	13-1-13-3			
Time-of-Day TOD	RS-	14-1-14-2			
GENERAL SERVICE			GENERAL SERVICE		
Small	GS-1	20-1-20-3	Small	OAD-GS-1	20-1D-20- 3D
Low Load Factor	GS-2	21-1-21-5	Low Load Factor	OAD-GS-2	21-1D-21- 4D
Time-of-Day	GS-2	22-1-22-2			
Medium Load Factor	GS-3	23-1-23-5	Medium Load Factor	OAD-GS-3	23-1D-23- 4D
Large	GS-4	24-1-24-3	Large	OAD-GS-4	24-1D-24- 4D
Interruptible Power Discretiona	ry IRP-D	25-1-25- 10			
Cogeneration COC	EN/SPP	26-1-26-4			,
Standby Service	SBS	27-1-27-8	Standby Service	OAD-SBS	27-1D-27- 4D
Net Energy Metering Service	NEMS	28-1-28-2	Net Energy Metering	Service OAD-NEMS	28-1D-28- 2D
Street Lighting	SL	40-1-40-3	Street Lighting	OAD-SL	40-1D-40- 4D
Private Area Lighting	AL	41-1-41-3	Private Area Lighting	OAD-AL	41-1 <b>D-41-</b> 4D
Pole Attachment	PA ·	43-1- 43- 2	Pole Attachment	OAD-PA	43-1D-43- 2D

(Continued on Sheet No. 1-2D)

Filed pursuant to Order dated November 29, 2005 in Case No. 04-169-EL-UNC

Issued: December 21, 2005

Effective: Cycle 1 January 2006

#### SCHEDULE CROSS REFERENCE

Generation, Transmission,	Sheet		Sheet
Distribution Service	No.	Distribution Service Only	No.
SUPPLEMENTS		SUPPLEMENTS	
Additional Facilities Supp. No. 6	50-1-50-2	Additional Facilities Supp. No. 6	50-1D- 50-2D
Supp. No. 6A	51-1-51-2	Supp. No. 6A	51-1D- 51-2D
Church and School Service			
Supp. No. 18	52-1		l
Public Authority-Delayed Payment Supp. No. 21	53-1	Public Authority-Delayed Payment Supp. No. 21	53-1D
RIDERS		RIDERS	
Universal Service Fund	60-1	Universal Service Fund	60-1D
Energy Efficiency Fund	61-1	Energy Efficiency Fund	61-1D
KWH Tax	62-1	KWH Tax	62-1D
Gross Receipts Tax	63-1	Gross Receipts Tax	63-1D
Property Tax Credit	64-1		
Municipal Income Tax	65-1	Municipal Income Tax	65-1D
Franchise Tax	66-1	Franchise Tax	66-1D
Regulatory Asset Charge	67-1	Regulatory Asset Charge	67-1D
Provider of Last Resort Charge	69-1	Provider of Last Resort Charge	69-1D
Electronic Transfer	70-1	Electronic Transfer	70-1D
Emergency Curtailable Service	71-1-71-3		
Price Curtailable Service	72-1-72-3		
Monongahela Power Litigation	73-1	Monongahela Power Litigation	73-1D
Termination		Termination	
Power Acquisition	74-1		
Transmission Cost Recovery	75-1		

Filed pursuant to Order dated December 21, 2005 in Case No. 05-765-EL-UNC

Issued: December 21, 2005

Effective: January 1, 2006

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	Cross Reference	1-1D thru 1-2D	Cycle 1 January 2006
	Table of Contents	1-3D thru 1-4D	January 1, 2006
	List of Communities Served	2-1D thru 2-2D	January 1, 2006
	Terms and Conditions of Service	3-1D thru 3-22D	Cycle 1 January 2006
	Supplier Terms and Conditions of Service	3-23D thru 3-40D	Cycle 1 January 2006
	Code of Conduct	3-41D thru 3-42D	Cycle 1 January 2006
	Rural Line Extension Plan	4-1D thru 4-4D	Cycle 1 January 2006
	Miscellaneous Distribution Charges	5-1D thru 5-2D	Cycle 1 January 2006
	Minimum Requirements for Distribution System Interconnection	6-1D thru 6-5D	Cycle 1 January 2006
OAD-R-R	Residential Service	10-1D thru 10-3D	Cycle 1 January 2006
OAD-GS-1	General Service - Small	20-1D thru 20-3D	Cycle 1 January 2006
OAD-GS-2	General Service - Low Load Factor	21-1D thru 21-4D	Cycle 1 January 2006
OAD-GS-3	General Service – Medium Load Factor	23-1D thru 23-4D	Cycle 1 January 2006
OAD-GS-4	General Service - Large	24-1D thru 24-4D	Cycle 1 January 2006
OAD-SBS	Standby Service	27-1D thru 27-4D	Cycle 1 January 2006
OAD-NEMS	Net Energy Metering Service	28-1D thru 28-2D	Cycle 1 January 2006
OAD-SL	Street Lighting	40-1D thru 40-4D	Cycle 1 January 2006
OAD-AL	Private Area Lighting	41-1D thru 41-4D	Cycle 1 January 2006
OAD-PA	Pole Attachment	43-1D thru 43-2D	Cycle 1 January 2006

(Continued on Sheet No. 1-4D)

Filed pursuant to Order dated December 21, 2005 in Case No. 05-765-EL-UNC

Issued: December 21, 2005

Issued by Kevin E. Walker, President AEP Ohio Effective: January 1, 2006

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	Universal Service Fund Rider	60-1D	Cycle 1 January, 2006
	Energy Efficiency Fund Rider	61-1D	Cycle 1 January 2006
	KWH Tax Rider	62-1D	Cycle 1 January 2006
· · · · ·	Gross Receipts Tax Credit Rider	63-1D	Cycle 1 January 2006
	Municipal Income Tax Rider	65-1D	Cycle 1 January 2006
	Franchise Tax Rider	66-1D	Cycle 1 January 2006
	Regulatory Asset Charge Rider	67-1D	Cycle 1 January 2006
	Provider of Last Resort Charge Rider	69-1D	Cycle 1 January 2006
	Electronic Transfer Rider	70-1D	Cycle 1 January 2006
	Monongahela Power Litigation Termination Rider	73-1D	January 1, 2006
	Emergency Electrical Procedures	90-1D-90-9D	Cycle 1 January 2006

Filed pursuant to Order dated December 21, 2005 in Case No. 05-765-EL-UNC

Issued: December 21, 2005

Effective: January 1, 2006

#### LIST OF COMMUNITIES SERVED

COMMUNITY	COMMUNITY	COMMUNITY
Aberdeen	Circleville	Harrisburg
Addison	Coal Run	Harrisonville
Albany	Coalton	Hartford (Croton P.O.)
Alexandra	Columbus	Haydenville
Allensburg	Constitution	Hemlock Grove
Allensville	Coolville	Hilliard
Amesville	Corner	Hillsboro
Antiquity	Coulter	Hockingport
Athens	Creola	Hollister
Bainbridge	Danville	Idaho
Barlow	Darbydale	Jackson (Part)
Beckett	Decatur	Jacksonville
Belfast	Delaware	Johnstown
Belpre	Dexter City	Kanauga
Bentonville	Doanville	Kerr
Beverly	Dodsonville	Kilbourne
Bexley	Dublin	Kyger
Bidwell	Duffy	Latham
Bishopville	Dundas	Lawshe
Blackfork	East Monroe	Layman
Blue Creek	Elba	Leonardsburg
Boston	Eureka	Letart Falls
Bourneville	Ewington	Lewis Center
Bradbury	Fincastle	Little Hocking
Brice	Firebrick	Locust Grove
Briggs	Floodwood	Londonderry
Buchtel	Frost	Long Bottom
Buford	Gahanna	Lowell
Carbondale	Galena	Lower Salem
Carbon Hill	Gallipolis	Lyndon
Carpenter	Galloway	Lynx
Centerburg	Grandview	Lyra
Centerville (Thurman P.O.)	Grandview Heights	Macksburg
Chauncey	Grove City	Macon
Cherry Fork	Groveport	Manchester
Cheshire	Guysville	Marble Cliff
Chester	Hamden	Marietta
Chillicothe	Hannibal	Marshall

(Continued on Sheet No. 2-2D)

Filed pursuant to Order dated December 21, 2005 in Case No. 05-765-EL-UNC

Issued: December 21, 2005

Effective: January 1, 2006

#### LIST OF COMMUNITIES SERVED

COMMUNITY	COMMUNITY	COMMUNITY
Massieville	Rarden	Veto
McArthur	Rainsboro	Vigo
McDermott	Ray	Vincent
McLeish	Reedsville	Vinton
Middleport	Reno	Wade
Millfield	Reynoldsburg	Warner
Mineral	Richmondale	Waterford
Minersville	Rio Grande	Watertown
Minerva Park	Riverlea	Waverly
Mowrystown	Riverview	Wellston
Murray City	Roads	Westerville (Part)
Mt. Pleasant	Rock Springs	West Jefferson (Jefferson)
Mt. Sterling	Rodney	West Union
Nelsonville	Rome (Stout P.O.)	Whipple
New Albany	Sardinia	Whitehall
New Marshfield	Sardis	Wilkesville
New Martinsburg	Scioto Furnace	Winchester
New Matamoras	Seaman	Worthington
New Petersburg	Shade	Zaleski
New Plymouth	Sharpsburg	
Newport	Sinking Spring	
New Rome	South Olive	
Northrup	South Salem	
Oak Hill	South Webster	
Obetz	Stewart	
Orient	Sugar Tree Ridge	
Otway	Summit Station	
Pataskala	Sunbury	
Pedro	Swift	
Peebles	The Plains	
Piketon	Torch	
Pomeroy	Trimble	
Porter	Tuppers Plains	
Porterfield	Union Furnace	
Portland	Upper Arlington	
Powell	Urbancrest	
Radcliff	Valleyview	

Filed pursuant to Order dated December 21, 2005 in Case No. 05-765-EL-UNC

Issued: December 21, 2005

Effective: January 1, 2006

### TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

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#### 2. CONTRACTS, APPLICATIONS OR REQUESTS FOR DISTRIBUTION SERVICE

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

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#### P.U.C.O. NO. 6

### TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

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

The character of distribution service and the rates, rules, terms, regulations and conditions shall be in accordance with P.U.C.O. No. 5, the supplements thereto and revisions thereof applying to the particular type of service and locality for which such contract or application is made.

#### 3. TERM OF CONTRACT

Except as limited by law and as provided in the open access distribution schedules, requests or contracts for distribution service shall be for the term requested or as provided in the individual contract of the customer.

#### 4. CUSTOMER CHOICE OF COMPETITIVE SERVICE PROVIDER

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

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

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

No more than two CRES Providers may provide Competitive Retail Electric Service to a customer during any given billing month.

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

(Continued on Sheet No. 3-3D)

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### TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

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

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

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

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

#### 5. CHANGING COMPETITIVE SERVICE PROVIDERS

During the Market Development Period, Standard Offer Service will be provided under the Company's standard schedules.

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

Requests to change a customer's CRES Provider must be received by the Company from the new CRES Provider. If the Company receives such a request to change a customer's CRES Provider, the customer shall be notified by the Company concerning the requested change within two business days. If the customer challenges the requested change, the change will not be initiated. The customer has seven (7) days from the postmark date on the notice to contact the Company to rescind the enrollment request or notify the Company that the change of CRES Provider was not requested by the customer. Within two business days after receiving a customer request to rescind enrollment with a CRES Provider, the Company shall initiate such rescission and mail the customer confirmation that such action has been taken.

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

(Continued on Sheet No. 3-4D)

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### TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

The customer shall pay a charge of \$10.00 to the Company for each transaction in which a customer authorizes a change in one or more CSPs. However, this switching charge shall not apply in the following specific circumstances: (a) the customer's initial change to service under the Company's open access distribution schedules and service from a CRES Provider, (b) the customer's CRES Provider is changed involuntarily, (c) the customer returns to service from the customer's former CRES Provider following an involuntary change in CRES Provider, or (d) the customer's former CRES Provider's services have been permanently terminated and the customer must choose another CRES Provider.

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

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

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

#### 6. MINIMUM STAY REQUIREMENTS

Large commercial and industrial customers returning to Standard Offer Service must remain on Standard Offer Service for a period of not less than twelve (12) consecutive months.

Customers served under residential and small commercial (GS-1) rate schedules returning to the Company's Standard Offer Service will not be subject to a minimum stay requirement during the first year of the Market Development Period. After the first year of the Market Development Period, any such customer returning to the Company's Standard Offer Service must remain on the Company's Standard Offer Service through April 15 of the following year if that customer received the Company's Standard Offer Service at any time during the period from May 16 to September 15.

(Continued on Sheet No. 3-5D)

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### TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

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

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

#### CONDITIONS OF DISTRIBUTION SERVICE

Before the Company shall be required to furnish distribution service, the Company may require that the customer submit specifications of electrical apparatus to be operated by service to be furnished by the Company, giving the location of the customer's buildings. The Company will specify the character of the current it will furnish, and the point at which distribution service will be brought in.

Each separate point of delivery shall be considered a Contract Location and shall be metered and billed under a separate request or contract for distribution service.

If the Company requires separate points of delivery, for like service, to meet the customer's electrical requirements at a single Contract Location, the metering for two or more points of delivery may be combined for billing under the applicable tariff.

#### 8. AVAILABLE RATES

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

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### TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

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

The customer may change the initial open access distribution schedule selection to another applicable open access distribution schedule at any time by either written notice to the Company and/or by executing a new contract for the open access distribution schedule selected, provided that the application of such subsequent selection shall continue for 12 months before any other selection may be made, except when an existing rate is modified or a new open access distribution schedule is offered.

#### 9. SERVICE CONNECTIONS

In areas served by an overhead distribution system, an overhead service shall be provided by the Company from the Company's system extending one span (approximately 100 feet) toward the customer's facilities. Where greater length is required by the customer, the cost of additional facilities shall be borne by the customer, unless otherwise agreed upon by the customer and Company. Rights of way or easements necessary for the installation of said service (including private railway wire crossings) shall be provided by the customer.

It is recommended that service wires not smaller in size than #6 shall be brought out of the building in an approved manner from the main service disconnect to the outside of the building. The point of outlet shall be as high as the construction of the building will permit, but not more than 25 feet nor less than 10 feet from the ground (for exception, see National Electrical Code) and shall be located at a point convenient to the Company's lines for making connections thereto, and each of the service wires shall extend at least 3 feet from the weatherhead on end of conduit or cable for making service connections. Service entrance equipment shall be properly grounded and shall be installed so that the disconnecting means is readily accessible.

Conduit and wires and any equipment, installation and appurtenances furnished, installed and maintained by the customer must conform to the National Electrical Code, as well as applicable governmental requirements.

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

The Company shall not be required to make any inspection of the wiring, safety switch or other equipment, installation or appurtenances installed and owned by the customer. Any inspection thereof which the Company may make shall be voluntary on its part and for its benefit only, and shall not in any way relieve the customer of any obligations in that respect.

(Continued on Sheet No. 3-7D)

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### TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

#### METERS AND METERING EQUIPMENT

The Company will own, furnish, install and maintain the meter or meters unless the customer elects metering service from a qualified MSP. The customer is required to supply, install and maintain the mounting or meter enclosures or sockets. The Company or MSP may specify whether the meter or meters are to be installed on the inside or outside the customer's premise and may change such location at its option. When an inside meter installation is made, the customer shall furnish, at the customer's sole expense, a suitable meter panel in a convenient and suitable location and so placed that the meter installation will not be more than 7 feet nor less than 4 feet from the floor. If the location provided by the customer causes the meter to register incorrectly, the Company or MSP may require the customer to provide a new meter location acceptable to the Company and to pay the expense of relocation. All costs incident to the relocation of an outside meter made upon the customer's request, or required to be made because of customer's use of premises, shall be paid by the customer. The authorized agents or employees of the Company shall have free access at all reasonable hours to the premises of the customer for the purpose of installing, reading, testing and removing meters or other appliances, belonging to the Company.

The customer shall not interfere with, or allow others to interfere with, the meter or any of the wiring on the line side of the meter, regardless of ownership of the meter.

#### 11. METER TESTING

The Company will test its meters at its discretion or at the request of the customer. Any meter found by test to be registering two percent or less than two percent either fast or slow will be considered as registering accurately.

The Company will test its meter at the request of the customer once at no charge to the customer. Each subsequent test, in which the meter is found to be registering accurately, will result in the cost of such test being borne by the customer.

#### 12. DEMAND TESTING

Periodic tests of Company meters for determination of demand, where provided for in various open access distribution schedules, will be made at the request of the customer, provided that not more than two such requests will be made in any 12-month period.

#### 13. METERING AND LOAD PROFILING

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

(Continued on Sheet No. 3-8D)

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### TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

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

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

Service Performed During Normal Business Hours	
Connect phone line to meter at a time other than the initial interval	
meter installation	54.00
Perform manual meter reading	39.00
Check phone line and perform manual meter reading due to communication loss	
Repair/replace surge protector	65.00
Repair/replace interval board	146.00
Repair/replace modem board	236.00
Repair/replace interval and modem boards	

The customer or the customer's CRES Provider may select a meter from the Company's approved equipment list. The customer or the customer's CRES Provider may communicate with the meter for the purpose of obtaining usage data, subject to the Company's communication protocol. The customer is responsible for providing the telephone line for purposes of reading the mater.

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

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

(Continued on Sheet No. 3-9D)

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### TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

#### 14. DEPOSITS

The Company may require a deposit by the customer not exceeding the amount of the estimated monthly average cost of the distribution service for such customer plus thirty percent, unless such customer be a financially responsible freeholder or give reasonably safe guaranty in an amount sufficient to secure the payment of bills for a sixty days' supply. On any such deposit, the customer shall be entitled to interest at the rate of five percent per annum, provided such deposit be left with the Company at least six consecutive months.

#### 15. CUSTOMER'S LIABILITY

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

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

#### 16. USE AND RESALE OF ENERGY

Electric service will not be delivered to any party contracting with the Company for distribution service (hereinafter in this Section 14 called "customer") except for use exclusively by (i) the customer at the premises specified in the service request or contract between the Company and the customer under which service is supplied and (ii) the occupants and tenants of such premises.

#### 17. BILLING AND BILLS PAYABLE

The customer will be held responsible for all charges for distribution service. Bills for distribution service will be rendered by the Company to the customer monthly and are payable by mail, checkless payment plan, electronic payment plan or at an authorized payment agent of the Company, on or before the due date thereon specified. Failure to receive a bill for distribution service will not entitle the customer to any discount or the remission of any charge for nonpayment within the time specified.

(Continued on Sheet No. 3-10D)

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### TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

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

The word "month" as used herein and in the open access distribution schedules is hereby defined to be the time elapsed between two successive meter readings for the summer period of not less than 28 days nor more than 33 days apart and for the winter period of not less than 28 days nor more than 35 days apart. In the event of the stoppage or the failure of any meter to register the correct amount of current consumed, the customer will be billed for such period for an estimated consumption based either upon his use of energy in a similar period of like use or upon a determination based on meter test or from both of these methods combined. Except for residential service accounts, when any bill for distribution service supplied by the Company is not paid within fifteen days after the due date thereon, the Company may disconnect its service, without further notice, and will not be required to reconnect service until all charges are paid. A reconnection charge commensurate with the cost of the reconnection, but not less than two dollars and fifty cents may be made for the reconnection of service. For disconnect provisions relating to residential service, see Section 28.

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

#### 18. COLLECTION, RECONNECTION, AND BAD CHECK CHARGES

For charges relating to collection trips, reconnection of service, and bad checks, see Sheet No. 5-1.

#### 19. SERVICE INTERRUPTIONS

The Company will use reasonable diligence in furnishing a regular and uninterrupted distribution service, but in case such delivery should be interrupted or fail by reason of an act of God, public enemy, accidents, strikes, legal process, Federal or State or Municipal interference, extraordinary repairs, breakdowns, or damage to the Company's facilities, or for any other reason beyond its control, the Company shall not be liable for damages to the customer because of such interruption or failure.

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

(Continued on Sheet No. 3-11D)

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### TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

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

#### 20. NOTICE TO COMPANY BEFORE INCREASING LOAD

The service connection, transformers, meters and appliances supplied by the Company for each customer have a definite capacity, and no significant additions to the equipment or load connected thereto shall be made until after the consent of the Company has been obtained.

#### 21. NOTICE TO COMPANY OF ANY DEFECT IN DISTRIBUTION SERVICE

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

#### 22. TEMPORARY AND SPECIAL SERVICE

The customer shall pay to the Company the cost of establishing distribution service and of removing its equipment when the service is of short term or emergency character, and a cash deposit covering the estimated net cost of such work may be required of the customer before the work is commenced.

The Company shall not be required to construct general distribution lines underground unless the cost of such special construction for general distribution lines and/or the cost of any change of existing overhead general distribution lines to underground which is required or specified by a municipality or other public authority (to the extent that such cost exceeds the cost of construction of the Company's standard facilities) shall be paid for by that municipality or public authority. The "cost of any change" as used herein, shall be the cost to the Company of such change. The "cost of special construction" as used herein, shall be the actual cost to the Company in excess of the cost of standard construction. When a charge is to be based on the excess cost, the Company and municipality or other public authority shall negotiate the amount thereof.

Other distribution service requested by a customer and considered by the Company to be either of a temporary nature, or service of a type requiring facilities the estimated net cost of which is not justified by the anticipated distribution revenue therefrom, or special construction (costs of special construction that exceed the cost of standard construction) will be provided by the Company under special contract. Such contract shall guarantee the net cost of the additional facilities prior to the construction thereof by either a contribution in aid-of-construction or by deposit as set forth in any applicable supplement or supplements to the open access distribution rate schedules in P.U.C.O. No. 5, if any.

Service to a customer using distribution service only during certain seasons of a year at the same location, and requiring facilities which may not be completely removed and replaced, shall not be classed as temporary service.

(Continued on Sheet No. 3-12D)

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### TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

#### 23. USE OF ENERGY BY CUSTOMER

The apparatus or appliances connected to the Company's lines shall be suitable in every respect to the distribution service supplied by the Company, and shall not be operated in a manner which will cause voltage fluctuations or disturbances in the Company's distributing system or which will be detrimental to the Company's service in any way. All equipment used by the customer shall be of such type as to secure the highest practicable commercial efficiency, power factor and the proper balancing of phases, and shall be protected by proper circuit opening devices approved by the Company. Motors which are frequently started, or motors arranged for automatic control, must be of a type to give maximum starting torque with minimum current flow, and be equipped with controlling devices approved by the Company. If neon, fluorescent and other types of lighting equipment having similar power factor characteristics are installed after the effective date hereof, the customer may be required, upon notice in writing from the Company, to furnish, install, and maintain at the customer's own expense corrective apparatus to increase the power factor of the individual units or the entire group of such units to not less than 90%.

The operation of certain electrical equipment can result in disturbances (e.g. voltage fluctuations, harmonics, etc.) on the transmission and distribution systems which can adversely impact the operation of equipment for other customers. Nonresidential customers are expected to abide by industry standards, such as those contained in ANSI/IEEE 519 or the IEEE/GE voltage flicker criteria, when operating such equipment. In accordance with the Electric Service and Safety Standards, Chapter 4901:1-10-15 (D) of the Ohio Administrative Code, the Company may refuse or disconnect service to nonresidential customers for using electricity or equipment which adversely affects distribution service to other customers. Copies of the applicable criteria will be provided upon request.

The Company's distribution service shall not be operated in parallel with any source or sources of power supply except under special circumstances and upon written consent of the Company.

#### 24. LOCATION AND MAINTENANCE OF COMPANY'S EQUIPMENT

The Company shall have the right to erect and maintain its poles, lines, and circuits on the property, and to place and maintain its transformers and other apparatus on the property or within the buildings of the customer at convenient locations. The customer shall allow the use of suitable space for the installation of necessary measuring instruments so that the latter may be protected from damage.

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

(Continued on Sheet No. 3-13D)

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### TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

#### 25. COMPANY'S AGENTS NOT EMPOWERED TO CHANGE TARIFFS

No agent or employee of the Company has authority to amend, modify, alter the application, rates, terms, conditions, rules or regulations of the Company on file with the Commission, or to make any promises or representations not contained in P.U.C.O. No. 5, supplements thereto and revisions thereof.

#### 26. CHANGE OF RATES OR REGULATIONS

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

#### 27. DISCONNECT PROVISIONS - NONRESIDENTIAL

#### Reasons for Disconnect

The Company reserves the right to discontinue distribution service and disconnect its lines and remove its property for any of the following reasons:

- For any violation of or refusal to comply with the contract and/or the general service rules and regulations on file with the Commission which apply to the customer's service;
- In the event the customer uses electricity in a manner detrimental to the service to other customers;
- When providing distribution service is in conflict or incompatible with any order of the Commission, laws of the State of Ohio or any political subdivision thereof, or of the federal government or any of its agencies;
- d) When the customer has moved from the premises;
- When supplying distribution service to any customer creates a dangerous condition on the customer's premises or where, because of conditions beyond the customer's premises, termination of the supply of electricity is reasonably necessary. Service will not be restored until such dangerous condition or conditions have been corrected;
- f) In the event the customer resorts to any fraudulent practice in the obtaining of electricity delivered, or is the beneficiary of any such fraudulent practice, or the Company's meter, metering equipment, or other property used to supply the distribution service, regardless of ownership has been damaged by the customer, customer employees or agents.

Distribution service will not be restored until the customer has given satisfactory assurance that such fraudulent or damaging practice will be discontinued and has paid an amount estimated to be reasonable compensation for service fraudulently obtained and not paid for and for any damage to property of the Company including any cost to repair the damage;

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### TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

- g) For repairs, provided that notice to customers will be given prior to scheduled maintenance interruptions in excess of six hours;
- h) For non-payment; and
- i) Upon the request of the customer.

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

28. ESTABLISHMENT OF CREDIT FOR RESIDENTIAL UTILITY SERVICE AND DISCONNECT, RECONNECT - PROCEDURES - RESIDENTIAL

The Company's rules for the establishment of credit for residential utility service is governed by Chapter 4901:1-17 of the Ohio Administrative Code, and the Company's disconnect and reconnect procedures for residential customers is governed by Chapter 4901:1-18 of the Ohio Administrative Code.

#### 29. DEFINITION OF RESIDENTIAL CUSTOMER

The residential customer is a customer whose domestic needs for distribution service are limited to their primary single family residence, single occupancy apartment and/or condominium, mobile housing unit, or any other single family residential unit.

The residential open access distribution schedules do not apply to commercial or industrial service. If a residential unit is used for both residential and commercial purposes, the appropriate general service open access distribution schedule shall apply unless the wiring is so arranged that the residential usage can be separately metered. The hallways and other common facilities of an apartment and condominium building or apartment and condominium complex are to be bifled on the appropriate general service open access distribution schedule.

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

#### 30. NOMINAL SERVICE VOLTAGES

The Company has established the following nominal service voltages of which at least one of the following characteristics shall be made available to a customer, the particular voltage and service characteristics to be at the option of the Company:

<u>Secondary Distribution System</u> - Alternating current, 60 cycles at nominal voltages of 120, 120/208, 120/240 or 240/480 volts, single phase; and 120/208, 120/240, 240, 240/480, 277/480, 480, 2400, and 2400/4160 volts, 3 phase.

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### TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

Primary Distribution System - Alternating current, 60 cycles at nominal voltages of 12,470, 13,200, 13,800 and 34,500 volts, 3 phase.

<u>Subtransmission</u> - Alternating current, 60 cycles, 3 phase at nominal, unregulated voltage of 40,000 volts or 69,000 volts.

<u>Transmission</u> - Alternating current, 60 cycles, 3 phase at nominal, unregulated voltage of 138,000 volts

#### 31. TRANSMISSION SERVICE

Transmission service shall be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission. Either a CRES Provider or the customer may contract with the Transmission Provider for transmission service under the applicable Open Access Transmission Tariff. The Transmission Provider is the applicable regional transmission entity. PJM Interconnection LLC is currently the applicable regional transmission entity. Customers contracting with the Transmission Provider for transmission service and all CRES Providers must complete all required actions relative to membership with the Transmission Provider and be authorized by the Transmission Provider to transact business with regard to transmission service. The contracting entity or its designee is responsible for scheduling under the tariff. Unless other arrangements have been made, the scheduling entity must also purchase or provide ancillary services as specified under the applicable Open Access Transmission Tariff.

Billing and payment shall be performed as specified in the applicable Open Access Transmission Tariff. Any remaining unpaid amounts and associated fees for transmission service are the responsibility of the customer.

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

#### 32. LOSSES

Either the CRES Provider or the Transmission Provider may provide both transmission and distribution losses as required to serve customers at various delivery voltages. If a CRES Provider arranges to provide transmission losses under the provisions of the applicable Open Access Transmission Tariff, then the CRES Provider must also arrange for the appropriate distribution losses. Customers served at transmission and subtransmission voltages require no additional losses other than the losses specified in the applicable Open Access Transmission Tariff. Customers served at primary distribution voltage require 1.9% additional average losses of amounts received by the Company for delivery to the customer. Customers served at secondary distribution voltage require 5.1% additional average losses of amounts received by the Company for delivery to the customer.

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### TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

#### 33. EXTENSION OF LOCAL FACILITIES

- I. The Company's actual cost of extending local facilities ("Local Facilities" are electrical facilities constructed for, and dedicated to, the service of an individual end-use customer or the service for a development as that term is defined below. This includes the installation of new or expanded equipment but does not include the maintenance or repair of existing equipment) to serve new non-residential customers or to serve expanded loads at existing non-residential customers will be recovered in the following manner:
  - A. For all customers which will be served pursuant to the Company's GS service schedules other than GS1.
    - 1. The party requesting the extension of local facilities will pay, prior to the Company beginning to extend such facilities, 35% of the firm price estimated cost for the basic service plan as a Contribution in Aid of Construction (CIAC). In addition, the party requesting the extension will pay 100% of the cost differential associated with any premium services requested, also as a CIAC. All CIAC payment amounts will be grossed-up for taxes and the party requesting the extension will pay the total, grossed-up amount. As a matter of clarification for a development project, the upfront cost responsibilities (35% CIAC) are assessed against the developer and the end-use customers. The primary voltage "backbone" electrical facilities are the local facilities for which the developer is responsible. The line extension from this "backbone" system to the end-use customer's point of service delivery are the local facilities for which the end-use customer is responsible.
    - 2. The customer served by the local facilities will pay the Company a monthly line extension surcharge equal to 0.47 percent ([18.97%+12]X.30) times the cost of the line extension facilities necessary to serve the customer. Within a multi-metered building, end-use customers will pay a pro-rata share of the surcharge based upon the ratio of the square footage served by their particular meter versus the total building leasable square footage (the "Multi-Tenant Share").

Within a multi-building development project, the total surcharge for end-use customers in a particular building, will be their Multi-Tenant Share of a combination of the surcharge for the building's respective local facilities from the "backbone" to the building's point of service delivery plus the building's pro-rata share of the surcharge associated with the estimated cost of the entire "backbone" system needed to serve the entire development. The building's pro-rata assignment for the backbone for each building will be based upon the ratio of the particular building's land area versus the total development land area. Such surcharge will terminate automatically at the end of the distribution rate freeze agreed to by the Company in Paragraph V of the Stipulation and Recommendation in Case Nos. 99-1729-EL-ETP and 99-1730-EL-ETP.

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### TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

The Company will defer a carrying charge, at the rate of 18.97%/year calculated as follows:

Actual cost of Local Facilities

Minus: 10 percent of Firm Price Estimated Cost

Minus: Net of tax CIAC Payments (35% of Firm Price Estimated Cost) Minus: 30 percent of Firm Price Estimated Cost Related to the Monthly

**Customer Surcharge** 

Equals: Amount to Which Carrying Charge is Applied

The deferred carrying charges will be recorded as a regulatory asset for recovery in cost of service in future distribution rates in accordance with traditional ratemaking. Determination of the amount of the deferred carrying charges will be subject to review by the Commission. The amount on which the carrying charge will be deferred will be increased to the extent the Company does not collect the line extension monthly customer surcharge.

- B. For facilities which will be served pursuant to the Company's service Schedule GS-1.
  - 1. The party requesting the extension of local facilities will pay, prior to the Company beginning to extend such facilities, 25% of the firm price estimated cost of the basic service plan as a Contribution In Aid of Construction (CIAC). In addition, the party requesting the extension will pay 100% of the cost differential associated with any premium services requested, also as a CIAC. All CIAC payment amounts will be grossed-up for taxes and the party requesting the extension will pay the total, grossed-up amount.
  - The customer served by the local facilities will pay the Company \$8.45/month as a line
    extension surcharge. A facility that is master metered will pay a single \$8.45/month
    surcharge. Such surcharge will terminate automatically at the end of the distribution rate
    freeze agreed to by the Company in Paragraph V of the Stipulation and Recommendation in
    Case Nos. 99-1729-EL-ETP and 99-1730-EL-ETP.

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### TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

The Company will defer a carrying charge, at the rate of 18.97%/year calculated as follows:

Actual cost of Local Facilities

Minus: 25 percent of Firm Price Estimated Cost

Minus: Net of tax CIAC Payments (25% of Firm Price Estimated Cost)

Minus: \$535 Per Customer, Which is Equivalent to the \$8.45/Month line Extension

Surcharge

Equals: Amount to \

Amount to Which Carrying Charge is Applied

The deferred carrying charges will be recorded as a regulatory asset for recovery in cost of service in future distribution rates in accordance with traditional ratemaking. Determination of the amount of the deferred carrying charges will be subject to review by the Commission. The amount on which the carrying charge will be deferred will be increased to the extent the Company does not collect the line extension monthly customer surcharge.

- C. The cost recovery agreed to in Paragraphs IA and B, above, apply only to the extension of local facilities to customers served at primary or secondary distribution voltages. The cost of extensions and connections to new customers, or to serve expanded loads at existing facilities, which, in either case, will be served at transmission or sub-transmission voltages, will continue to be addressed by using processes and procedures adopted by the Company as of January 1, 2001. This should allow the Company and customers and/or developers the flexibility to address special circumstances and special requirements of extensions and connections. Such cost will be recovered as a CIAC from the party requesting the extension of local facilities. The CIAC payment will be grossed-up for taxes and the party requesting the extension will pay the total grossed-up amount prior to the Company beginning to extend such facilities.
- D. The cost recovery agreed to in Paragraphs IA, B and C, above, applies to all requests for extension of local facilities that became ready after December 31, 2000, to accept service except that the line extension surcharges will not be collected from end-use customers who contract for the facility prior to the effective date of this tariff.
- E. Any party who, because the party requested an extension of line facilities, paid the Company a CIAC will be entitled to a refund of a portion of the CIAC paid for standard services in accordance with the following:

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### TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

If a new additional customer, within 4 years of the CIAC having been paid, utilizes the local facilities for which the CIAC had been paid, the party who paid the CIAC will be entitled to a refund which represents a pro-rata portion of the original CIAC calculated to equitably share the CIAC responsibility for those facilities used in service by both the new additional and original customer. In the case of a developer who paid for the backbone/line extension, refunds are available for a period of seven years. Where a customer develops a lot such that it is required to pay for the construction of the backbone to bring electric service to its premises, that customer will be entitled to a refund from other customers who develop along the same backbone/line extension for a period of four years. The refund back to the original developer shall be calculated based on dividing by the number of customers the cost of the portion of the backbone/line extension that is shared by all based on the number of lineal feet of the line extension used by each customer.

In addition, any surcharges associated with non-residential, non GS-1 customers (i.e. those based on project costs) will be adjusted in a similar fashion as the upfront contributions are reconciled when a refund is warranted.

- II. The Company's actual cost of extending local facilities to serve new single family and multi-family residential developments ("Development" is a tract of land which is subdivided into parcels and/or includes more than one end-use customer, and where the developer makes significant infrastructure improvements such as paved streets, curbs, sidewalks and water and sewer systems) will be recovered in the following manner:
  - A. For all residential single family housing developments, save for those grandfathered in paragraph 2, below:
    - 1. The developer/builder shall make a one-time flat fee CIAC of \$375 for each single-family lot in a development. This one-time fee paid by the developer/builder shall constitute the total CIAC required of the developer/builder for the installation of all plant, facilities, and equipment needed to provide electric service to new residential customers located in the development. The flat fee will be paid in a lump sum to the Company prior to the Company's construction for any phase of a development, and shall not be subject to repayment. Upon payment of the flat fee, installation of the electric infrastructure shall occur promptly by the Company or by the developer/builder if the alternative construction option is mutually agreed upon. Assessment of the single-family residential housing development CIAC shall terminate automatically on the date that the distribution rate freeze ends for Columbus Southern Power Company (December 31, 2008).
    - All projects for single-family residential dwellings tendered to the Company in the year 2000 and all projects tendered to the Company from January 1, 2001 through June 1, 2001 shall be classified as Existing Projects. To address the needs of Existing Projects, the following shall apply:

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### TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

- All projects tendered to the Company in the year 2000 shall be treated under the
  Company's former application of its line extension policy (prior policy) provided that
  such projects were ready for installation of electric infrastructure by December 31,
  2001. Projects not eligible for treatment under the prior policy shall be subject to
  the line extension policy that applies to other than Existing Projects.
- All projects tendered to the Company from January 1, 2001 through June 1, 2001 shall be subject to the Company's prior policy provided that such projects are ready for installation of electric infrastructure by October 1, 2002. Projects not eligible for treatment under the prior policy shall be subject to the line extension policy that applies to other than Existing Projects.
- Consistent with the current policy, developers/builders will continue to pay, beyond the \$375 per single-family lot, the cost differential for underground service laterals.
- B. For all multi-family housing developments, in which each unit is individually metered by the Company, constructed after January 1, 2001:
  - The developer/builder shall make a one-time, flat fee CIAC payment of \$100 for each unit in a multifamily housing development. This one time fee shall be a CIAC paid by the developer/builder for the installation of all plant, facilities, and equipment needed to provide overhead electric service to the new multi-family projects.
  - The developer/builder will pay 100% of the cost differential associated with any premium services requested, also as a CIAC, and said payment will be grossed up for taxes and the developer/builder will pay the total grossed-up amount.

For purposes of this tariff a multi-family project shall be any building designed for separate living units, but where the separate living units share at least one common wall and a common roof, regardless of unit ownership.

The CIAC shall be paid in a lump sum to the Company prior to the company's construction for any phase of a development, and shall not be subject to repayment. Upon payment of the flat fee, installation of the electric infrastructure shall occur promptly by the Company or by the developer/builder if the alternative construction option is mutually agreed upon.

C. Customers served by the local facilities in a single family residential development will pay the Company \$8.00/month as a monthly line extension surcharge. Customers served by the local facilities in a multi-family residential development will pay the Company \$4.00/month as a monthly line extension surcharge. The assessment of these surcharges shall terminate automatically on the date that the distribution rate freeze ends for Columbus Southern Power Company (December 31, 2008).

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### TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

D. The Company will defer a carrying charge, at a rate of 18.97%/year, calculated as follows:

Actual cost of Local Facilities
Minus: Net of Tax CIAC Payments

Minus: (for single family residential developments) \$506 Per Customer, Which is Equivalent to the \$8.00/Month Line

Extension Surcharge or

Minus: (for multi-family residential developments) \$253 Per Customer Which is Equivalent to the \$4.00/Month Line

Extension Surcharge

Equals: Amount to Which Carrying Charge is Applied

The deferred carrying charges will be recorded as a regulatory asset for recovery in cost of service in future distribution rates in accordance with traditional ratemaking. Determination of the amount of the deferred carrying charges will be subject to review by the Commission. The amount on which the carrying charge will be deferred will be increased to the extent the Company does not collect the line extension monthly customer surcharge.

- E. Multi-Family Residential Housing Developments which are master metered shall not be subject to Multi-Family Residential Housing CIAC fee, but shall be assessed for the cost of extensions and connections in accordance with paragraph 1A or 1B depending upon which GS schedule applies.
- F. The Company shall waive the developer/builder CIAC, the monthly customer surcharge and any deferrals, for any single-family or multi-family residential development where the developer/builder can provide documentation that the residential housing development receives low-income governmental assistance.
- III. The Company's actual cost of extending local facilities to serve new single-family residences not in a development will be recovered in the following manner:
  - A. Customers served by the local facilities will pay the Company:
    - An up front payment of \$375, as a Contribution in Aid of Construction, including tax, prior to the Company beginning to extend such facilities;
    - 2. A monthly line extension surcharge of \$8.00, and

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# TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

- 3. For local facilities the cost of which exceeds \$5,000, a monthly line extension surcharge equal to 1.58 percent times the portion of the cost in excess of \$5,000. In addition the customer will pay 100% of the cost differential associated with any premium services requested.
- B. The Company will defer a carrying charge, at a rate of 18.97%/year, calculated as follows:

Actual cost of Non-Premium Service Local Facilities Up To a Maximum of \$5,000

Minus: Net of Tax CIAC

Minus: \$506 Per Customer Which is Equivalent to the \$8,00/Month Line Extension Surcharge

Equals: Amount to Which Carrying Charge is Applied

The deferred carrying charges will be recorded as a regulatory asset for recovery in cost of service in future distribution rates in accordance with traditional ratemaking. Determination of the amount of the deferred carrying charges will be subject to review by the Commission. The amount on which the carrying charge will be deferred will be increased to the extent the Company does not collect the line extension monthly customer surcharge.

The Company will make available an Alternative Construction Option for developers/builders to perform some or all of the work needed for the line extension. Once the party requesting the extension of local facilities has submitted complete information ("Complete Information" includes, if applicable, switch size, requested delivery voltage, total estimated load, listing of connected loads, survey site plan, site plan showing other utilities and first floor elevation) needed by the Company to prepare a firm cost estimate and approved the project design, the Company will provide such an estimate: 1) within 10 days of the party's approval if adequate facilities already are at the property line of the land on which the facility will be sited; 2) within 30 days of the party's approval if adequate facilities need to be built to the property line. The Company will exercise best efforts to expedite the entire process for preparing the firm cost estimate.

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

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## SUPPLIER TERMS AND CONDITIONS OF SERVICE

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## APPLICATION

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

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

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#### SUPPLIER TERMS AND CONDITIONS OF SERVICE

#### CUSTOMER CHOICE OF COMPETITIVE SERVICE PROVIDER

Customers taking service under the Company's Terms and Conditions of Open Access Distribution Service may elect energy services from a qualified CRES Provider, metering services from a qualified Meter Service Provider (MSP), meter data management services from a qualified Meter Data Management Agent (MDMA) and/or billing services from a qualified Billing Agent (BA). Any MSP, MDMA and/or BA services provided to the customer must be arranged through the CRES Provider who provides energy services to the customer.

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

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

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

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

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

# 4. CHANGING COMPETITIVE SERVICE PROVIDERS

During the Market Development Period, Standard Offer Service will be provided under the Company's standard schedules.

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

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#### SUPPLIER TERMS AND CONDITIONS OF SERVICE

Requests to change a customer's CRES Provider must be received by the Company from the new CRES Provider. If the Company receives such a request to change a customer's CRES Provider, the customer shall be notified by the Company concerning the requested change within two business days. If the customer challenges the requested change, the change will not be initiated. The customer has seven (7) days from the postmark date on the notice to contact the Company to rescind the enrollment request or notify the Company that the change of CRES Provider was not requested by the customer. Within two business days after receiving a customer request to rescind enrollment with a CRES Provider, the Company shall initiate such rescission and mail the customer confirmation that such action has been taken.

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

The customer shall pay a charge of \$10.00 to the Company for each transaction in which a customer authorizes a change in one or more CSPs. However, this switching charge shall not apply in the following specific circumstances: (a) the customer's initial change to service under the Company's open access distribution schedules and service from a CRES Provider, (b) the customer's CRES Provider is changed involuntarily, (c) the customer returns to service from the customer's former CRES Provider following an involuntary change in CRES Provider, or (d) the customer's former CRES Provider's services have been permanently terminated and the customer must choose another CRES Provider.

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

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

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

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#### SUPPLIER TERMS AND CONDITIONS OF SERVICE

#### MINIMUM STAY REQUIREMENTS

Large commercial and industrial customers returning to Standard Offer Service must remain on Standard Offer Service for a period of not less than twelve (12) consecutive months.

Customers served under residential and small commercial (GS-1) rate schedules returning to the Company's Standard Offer Service will not be subject to a minimum stay requirement during the first year of the Market Development Period. After the first year of the Market Development Period, any such customer returning to the Company's Standard Offer Service must remain on the Company's Standard Offer Service through April 15 of the following year if that customer received the Company's Standard Offer Service at any time during the period from May 16 to September 15.

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

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

#### 6. GENERAL PROVISIONS FOR COMPETITIVE SERVICE PROVIDERS

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

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## SUPPLIER TERMS AND CONDITIONS OF SERVICE

No more than two CRES Providers may provide Competitive Retail Electric Service to a customer during any given billing month.

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

#### 7. TRANSMISSION SERVICE

Transmission service shall be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission. Either a CRES Provider or the customer may contract with the Transmission Provider for transmission service under the applicable Open Access Transmission Tariff. The Transmission Provider is the applicable regional transmission entity. PJM Interconnection LLC is currently the applicable regional transmission entity. Customers contracting with the Transmission Provider for transmission service and all CRES Providers must complete all required actions relative to membership with the Transmission Provider and be authorized by the Transmission Provider to transact business with regard to transmission service. The contracting entity or its designee is responsible for scheduling under the tariff. Unless other arrangements have been made, the scheduling entity will be billed by the Transmission Provider for transmission services. The contracting entity must also purchase or provide ancillary services as specified under the applicable Open Access Transmission Tariff.

Billing and payment shall be performed as specified in the applicable Open Access Transmission Tariff. Any remaining unpaid amounts and associated fees for transmission service are the responsibility of the customer.

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

#### 8. SUPPLIER CERTIFICATION WITH THE COMMISSION

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

# 9. CRES PROVIDER REGISTRATION WITH THE COMPANY

CRS Providers desiring to provide Competitive Retail Electric Service to customers located within the Company's Service Territory must also register with the Company. The following information must be provided in order to register with the Company:

- a. Proof of certification by the Commission, including any information provided to the Commission as part of the certification process. The registration process may be initiated upon receipt by the Company of an application for certification by the Commission. However, the Company will not complete the registration process until proof of certification by the Commission has been provided.
- b. A completed copy of the Company's CRES Provider Registration Application, along with a non-refundable \$100.00 registration fee payable to the Company.

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- c. After the first year, a \$100.00 annual registration fee payable to the Company.
- d. An appropriate financial instrument to be held by the Company against CRES Provider defaults and a description of the CRES Provider's plan to procure sufficient electric energy and transmission services to meet the requirements of its firm service customers.
- e. The name of the CRES Provider, business and mailing addresses, and the names, telephone numbers and e-mail addresses of appropriate contact persons, including the 24-hour emergency contact telephone number and emergency contact person(s).
- f. Details of the CRES Provider's dispute resolution process for customer complaints.
- g. A signed statement by the officer(s) of the CRES Provider committing it to adhere to the Company's Open Access Distribution Schedules, Terms and Conditions of Open Access Distribution Service, Supplier Terms and Conditions of Service and any additional requirements stated in any agreement between the CRES Provider and the Company regarding services provided by either party.
- An Executed EDI Trading Partner Agreement and completion of EDI testing for applicable transaction sets necessary to commence service.
- i. The Company shall approve or disapprove the CRES Provider's registration within thirty (30) calendar days of receipt of complete registration information from the CRES Provider. The thirty (30) day time period may be extended for up to thirty (30) days for good cause shown, or until such other time as is mutually agreed to by the CRES Provider and the Company.

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

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

## 10. CRES PROVIDER CREDIT REQUIREMENTS

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

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A CRES Provider shall satisfy its creditworthiness requirement and receive an unsecured credit limit by demonstrating that it has, and maintains, investment grade long-term bond ratings from any two of the following four rating agencies:

AGENCY	SENIOR SECURITIES RATING (BONDS)
Standard & Poors	BBB- or higher
Moody's Investors' Services	Baa3 or higher
Fitch IBCA	BBB- or higher
Duff & Phelps Credit Rating Company	BBB- or higher

The CRES Provider will provide the Company with its or its parent's most recent independently-audited financial statements (if applicable), and its or its parent's most recent Form 10-K and Form 10-Q (if applicable).

The Company shall make reasonable alternative credit arrangements with a CRES Provider that is unable to meet the aforementioned criteria and with those CRES Providers whose credit requirements exceed their allowed unsecured credit limit. The CRES Provider may choose from any of the following credit arrangements in a format acceptable to the Company: a guarantee of payment; an irrevocable Letter of Credit; a Prepayment Account established with the Company; a Surety Bond, including the Company as a beneficiary; or other mutually agreeable security or arrangement. The alternate credit arrangements may be provided by a party other than the CRES Provider, including one or more ultimate customers. The fact that a guarantee of payment, irrevocable Letter of Credit, Prepayment Account, or Surety Bond is provided by a party other than the CRES Provider shall not be a factor in the determination of the reasonableness of any alternative credit arrangement, as long as such party and the related credit arrangements meet the Company's standard credit requirements. The amount of the security required must be and remain commensurate with the financial risks placed on the Company by that CRES Provider, including recognition of that CRES Provider's performance.

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

## 11. CUSTOMER ENROLLMENT PROCESS

## a. Pre-Enrollment Customer Information List

Upon request, the Company will electronically provide to any CRES Provider certified by the Commission the most recent Customer Information List. The CRES Provider will pay the Company \$150.00 per list provided.

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

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

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

Customer name
Service address
Service city
Service state and zip code
Mailing address
Mailing city
Mailing state and zip code
Rate schedule under which service is rendered
Rider (if applicable)
Load profile reference category
Meter type (ifreadily available)
Interval meter data indicator (if readily available)
Budget bill / PIPP indicator
Meter reading cycle
Most recent twelve (12) months of historical consumption data (actual energy usage and

demand, if available)

The Company will provide the Customer Information List by either a compact disc or on a

designated website. The information will be prepared and distributed in a uniform and useable format that allows for data sorting. Customers participating in the percentage of income payment plan (PIPP) program will be coordinated exclusively through the PIPP program administered by the Ohio Department of Development.

## b. CRES Provider Requests for Customer Information

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

# c. Direct Access Service Requests

Enrollment of a customer is done through a DASR, which may be submitted only by a CRES Provider.

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

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

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

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

#### d. Government Aggregation Customer Information List

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

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

#### 12. CONFIDENTIALITY OF INFORMATION

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

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

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#### LOSSES

Either the CRES Provider or the Transmission Provider may provide both transmission and distribution losses as required to serve customers at various delivery voltages. f a CRES Provider arranges to provide transmission losses under the provisions of the applicable Open Access Transmission Tariff, then the CRES Provider must also arrange for the appropriate distribution losses. Customers served at transmission and subtransmission voltages require no additional losses other than the losses specified in the applicable Open Access Transmission Tariff. Customers served at primary distribution voltage require 1.9% additional average losses of amounts received by the Company for delivery to the customer. Customers served at secondary distribution voltage require 5.1% additional average losses of amounts received by the Company for delivery to the customer.

#### 14. METER SERVICE PROVIDERS (MSPs)

MSPs desiring to provide service to customers in the Company's Service Territory must submit a written application to the Company in order to provide metering services for ownership, installation, inspection and auditing. Such application shall include the following:

- A \$500.00 initial registration fee payable to the Company and a \$100 annual registration fee thereafter.
- Proof of creditworthiness to the Company, including an appropriate financial instrument to be held by the Company and used in the event of damages as a result of the MSP's actions.
- c. The name of the MSP, business and mailing addresses, and the names, telephone numbers and email addresses of appropriate contact persons, including the 24-hour emergency contact telephone number and emergency contact person(s).
- d. Details of the MSP's dispute resolution process for customer complaints.
- e. A signed statement by the officer(s) of the MSP committing it to adhere to the Company's open access distribution schedules, Terms and Conditions of Open Access Distribution Service, Supplier Terms and Conditions of Service and any additional requirements stated in any agreement between the MSP and the Company regarding services provided by either party.
- f. Proof of an electrical subcontractor's license issued by the Ohio Department of Commerce, including the name of the person or entity to which the license has been issued, license number and expiration date. Certification may require an employee to be a licensed electrician in the service area where work is performed.
- g. Description of the (a) applicant's electric meter installation, maintenance, repair and removal experience, (b) applicant's training and experience regarding electrical safety and (c) educational and training requirements in electrical work and safety that the MSP will require from its employees before they are permitted to install, maintain, repair or remove electric meters or metering devices.

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

- a. The Company must approve the type of any and all metering equipment to be installed. Such metering and practices must conform with the Company's metering service guides and standards and must comply with the Meter Testing provision of the Company's Terms and Conditions of Open Access Distribution Service. A written agreement between the Company and the MSP shall specify those categories or types of meters for which the MSP is certified to install/remove or test/maintain.
- b. The MSP shall allow the Company to disconnect the MSP's meter, or promptly perform a disconnection as notified by the Company where a customer's service is subject to disconnection due to non-payment of distribution charges. The Company shall be permitted to audit the meter accuracy of MSP meters and to disconnect or remove a MSP's meter when necessary to maintain the safe and reliable delivery of electrical service. The MSP is responsible to acquire the right of ingress and egress from the customer to perform its functions. When necessary, the MSP must also seek written approval and secure from the customer any keys necessary to access locked premises.
- c. The MSP is responsible for detecting and immediately notifying the Company of hazardous conditions noted at the customer's electrical service and meter installation.
- d. The MSP is responsible for recording and notifying the Company of conditions detected on the customer's premises which present potential for injury.
- e. The MSP shall be responsible for conforming to Company standards for sealing and resealing meters as well as properly resetting and sealing demand measurement devices.

# 15. METER DATA MANAGEMENT AGENTS (MDMAs)

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

- a. A \$100.00 annual registration fee payable to the Company.
- b. Proof of creditworthiness to the Company, including an appropriate financial instrument to be held by the Company and used in the event of damages as a result of the MDMA's actions.
- c. The name of the MDMA, business and mailing addresses, and the names, telephone numbers and email addresses of appropriate contact persons, including the 24-hour emergency contact telephone number and emergency contact person(s).
- d. Details of the MDMA's dispute resolution process for customer complaints.

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- e. A signed statement by the officer(s) of the MDMA committing it to adhere to the Company's Open Access Distribution Schedules, Terms and Conditions of Open Access Distribution Service, Supplier Terms and Conditions of Service and any additional requirements stated in any agreement between the MDMA and the Company regarding services provided by either party.
- f. Description of the (a) applicant's experience in meter reading, data validation, editing and estimation, and other data management activities and (b) educational and training requirements that the MDMA will require from its employees before they are permitted to perform such meter reading, data validation, editing and estimating and other data management activities.

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

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

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AEP Ohio

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- j. The MDMA is responsible for identifying suspected cases of the unauthorized use of energy and shall report such concerns to the customer's CRES Provider, Transmission Provider and the Company. The CRES Provider shall resolve such concerns and pursue the appropriate legal response and all necessary parties shall support this action. The customer's supplier of meter services (MSP or the Company) shall make the necessary meter corrections and/or repairs, and then notify the MDMA who shall correct the previous meter usage data and provide to the appropriate entities such data as required for billing, settlement, scheduling, forecasting and other functions. Any billing corrections shall be consistent with the provisions of the Company's Terms and Conditions of Service for Open Access Distribution Service.
- k. The MDMA is responsible for detecting and immediately notifying the Company of hazardous conditions noted at the customer's electrical service and meter installation.
- The MDMA is responsible for recording and notifying the Company of conditions detected on the customer's premises which present potential for injury.
- The MDMA shall be responsible for conforming to Company standards for sealing and resealing meters as well as properly resetting and sealing demand measurement devices.

# 16. 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.
- Proof of creditworthiness to the Company, including an appropriate financial instrument to be held by the Company and used in the event of damages as a result of the BA's actions.
- c. The name of the BA, business and mailing addresses, and the names, telephone numbers and e-mail addresses of appropriate contact persons, including the 24-hour emergency contact telephone number and emergency contact person(s).
- d. Details of the BA's dispute resolution process for customer complaints.
- A signed statement by the officer(s) of the BA committing it to adhere to the open access
  distribution schedules, Terms and Conditions of Open Access Distribution Service,
  Supplier Terms and Conditions of Service and any additional requirements stated in any
  agreement between the BA and the Company regarding services provided by either
  party.

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- f. Description of the (a) applicant's training and experience in billing collections, payment services and billing inquiries and (b) educational and training requirements for BA employees regarding such services.
- 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.

The Company will provide a credit to BAs that are CRES Providers and that issue consolidated bills to their customers that include the Company's distribution charges. Such credit shall be equal to \$1.00 for each consolidated bill issued by the BA during the first one year period that the Company can accommodate such consolidated billing.

#### 17. CONSOLIDATED BILLING BY THE COMPANY

Upon request, the Company will offer Company-issued consolidated bills to customers receiving service from a CRES Provider upon execution of an appropriate agreement between the CRES Provider and the Company. Company-issued consolidated billing will include budget billing as an option. The CRES Provider will be responsible for the Company's incremental cost of issuing consolidated bills. The CRES Provider must electronically provide all information in a bill-ready format.

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

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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.

#### 18. METERING AND LOAD PROFILING

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

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

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

Service Performed During Normal Business Hours	Charge (\$)
Connect phone line to meter at a time other than the initial interval meter	1
installation	54.00
Perform manual meter reading	39.00
Check phone line and perform manual meter reading due to communication loss	44.00
Repair/replace surge protector	65.00
Repair/replace interval board	146.00
Repair/replace modem board	236.00
Repair/replace interval and modern boards	304.00

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

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

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

## 19. DEPOSITS

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

#### 20. PAYMENTS

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

#### 21. COMPANY'S LIABILITY

In addition to the Company's liability as set forth in the Company's Terms and Conditions of Open Access Distribution Service, the following shall apply. The Company shall use reasonable diligence in delivering regular and uninterrupted supply of energy to the customer, but does not guarantee continuous, regular and uninterrupted service. The Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. The Company is also not liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's control. The Company shall not be liable for damages in case such service should be interrupted or fail by reason of failure of the customer's CRES Provider to provide appropriate energy to the Company for delivery to the customer. The Company shall not be liable for any damages, financial or otherwise, to any of the customer's CSPs resulting from an interruption of service.

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

## 22. COMPETITIVE SERVICE PROVIDER'S LIABILITY

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

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

## 23. METER ACCURACY AND TESTS

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

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

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

#### 24. 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 shall be consistent with the provisions of the Company's Terms and Conditions of Open Access Distribution Service.

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#### 25. TERMINATION OR SUSPENSION OF A CRES PROVIDER

Notwithstanding any other provision of this Tariff or any agreement between the Company and the CRES Provider, in the event of a default by the CRES Provider, the Company shall serve written notice of such default in reasonable detail and with a proposed remedy to the CRES Provider and the Commission. On or after the date the default notice has been served, the Company may file with the Commission a written request for authorization to terminate or suspend the service agreement between the Company and the CRES Provider. Except for default due to non-delivery, if the Commission does not act within ten (10) business days upon receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the eleventh (11<sup>th</sup>) business day. If the default is due to non-delivery, and if the Commission does not act within five (5) business days upon receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the sixth (6<sup>th</sup>) business day. Termination or suspension shall require authorization from the Commission.

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

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#### CODE OF CONDUCT

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

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

(Continued on Sheet No. 3-42D)

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Issued by

Kevin E. Walker, President
AEP Ohio

Effective: Cycle 1 January 2006

#### CODE OF CONDUCT

- The Company shall provide comparable access to products and services related to tariffed products and services and specifically comply with the following:
  - (a) The Company shall be prohibited from unduly discriminating in the offering of its products and/or services;
  - (b) The Company shall apply all tariff provisions in the same manner to the same or similarly situated entities, regardless of any affiliation or nonaffiliation;
  - (c) The Company shall not, through a tariff provision, a contract, or otherwise, give its affiliates preference over nonaffiliated competitors of retail electric service or their customers in matters relating to any product and/or service;
  - (d) The Company shall strictly follow all tariff provisions;
  - (e) Except to the extent allowed by state law, the Company shall not be permitted to provide discounts, rebates, or fee waivers for any state regulated monopoly service; and
  - (f) Violations of the provisions of this rule shall be enforced and subject to the disciplinary actions described in divisions (C) and (D) of Section 4928.18, Ohio Revised Code.
- 10. Notwithstanding any provision of this Code of Conduct, in a declared emergency situation, the Company may take actions necessary to ensure public safety and system reliability. The Company shall maintain a log of all such actions that do not comply with this Code of Conduct, which log shall be review by the Commission.
- 11. The Company shall establish a complaint procedure for the issues concerning compliance with this rule. All complaints, whether written or verbal, shall be referred to the general counsel of the Company or their designee. The legal counsel shall orally acknowledge the complaint within five business days of its receipt. The legal counsel shall prepare a written statement of the complaint that shall contain the name of the complainant and a detailed factual report of the complaint, including all relevant dates, companies involved, employees involved, and the specific claim. The legal counsel shall communicate the results of the preliminary investigation to the complainant in writing within thirty (30) days after the complaint was received, including a description of any course of action that was taken. The legal counsel shall keep a file in the Cost Allocation Manual, of all such complaint statements for a period of not less than three (3) years. This complaint procedure shall not in any way limit the rights if a party to file a complaint with the Commission.

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# RURAL LINE EXTENSION PLAN DEFINITIONS, RULES AND REGULATIONS

#### AVAILABILITY OF SERVICE

This plan is applicable for permanent light, power and domestic service to rural customers. Electric energy will be made available to such customers adjacent to distribution lines carrying less than 15,000 volts upon guarantee of revenue as herein provided. Electric Company may in particular cases, be relieved by the Commission from the duty of tapping lines.

#### **DEFINITIONS**

"Electric Company" shall be taken to mean Columbus Southern Power Company.

"Customer" shall be taken to mean any applicant for electric service from a line extension, exclusive of industrial or manufacturing plants, who shall have contracted with the Electric Company to take and pay for the same for a definite period of time, under schedules filed by such Electric Company and approved by the Commission.

"Line Extension" shall be taken to mean the provision of such facilities (poles, fixtures, wires and appurtenances) as are necessary for delivering electrical energy for general use along public highways or Electric Company's right-of-way to one or more customers so located that they cannot be adequately supplied from a secondary system of the Electric Company's existing distribution system.

"Point of Origin" shall be taken to mean the point where a line extension made under this plan connects with and receives energy from any existing transmission or distribution line. Said point shall be the nearest practical point to the customers to be served by said extension.

"Construction Cost" shall be taken to mean the cost of constructing any line extension, and shall include all costs of labor and materials directly chargeable to and necessary to construct the line extension, and all transformers, meters, services, rights-of-way, tree trimming rights, highway permits, actually paid for by said Company and all other elements of actual cost properly chargeable to or against the line extension. Electric Company may, for the purpose of standardization, establish standard construction cost estimates which shall not exceed, in any event, the average cost of constructing such line in the territory involved, in which case the term "Construction Cost" as used in this plan will be understood to mean the standard estimate thus established. Items of Cost shall be classified according to the "Uniform Classification of Accounts for Electric Companies" prescribed by the Public Utilities Commission of Ohio.

"Service" means wires and other appurtenances of adequate capacity from the nearest or most suitable pole of the line extension of the Electric Company, extending not to exceed one service span or approximately 100 feet in length toward the pole, building or terminal connection provided by the customer.

"Commission" means the Public Utilities Commission for the State of Ohio.

(Continued on Sheet No. 4-2D)

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# RURAL LINE EXTENSION PLAN DEFINITIONS, RULES AND REGULATIONS

## **LINE EXTENSIONS**

The Electric Company will make line extensions within its territory provided applicants on such extensions shall, after the establishment of permanency and credit, contract for payment for energy supplied them in accordance with the Electric Company's applicable schedule filed supply of such energy, and thus become customers, as defined.

Such extensions will be installed and put into operation within six months after date of said contracts and the establishment of permanency and credit and when satisfactory rights-of-way have been established, provided the Company will not be required to start construction until ninety percent of the applicants have entered into for contracts wiring of their premises and fifty percent of such applicants have completed the wiring of their premises and are ready for service.

# **RATES**

The rates applicable to such customers shall be the rates set forth in schedules on file with the Public Utilities Commission of Ohio for service under this plan.

#### **CONSTRUCTION PLAN**

The Electric Company will construct in accordance with its "Standard of Construction" and thereafter operate and maintain at its own cost line extensions required to serve any customers, who will guarantee revenues therefrom in sufficient amount to comply with the schedules of the Company as filed with the Public Utilities Commission of Ohio and with the conditions as set forth under "Guarantee of Revenue."

in determining the revenues originally so to be guaranteed and any subsequent changes therein:

- (A) The total construction cost of the line extension shall be credited with all money, labor, materials or other items of cost contributed by said customers, at the cost to the Electric Company of all items entering into said contributions and total revenue to be guaranteed shall be based upon cost after credit as aforesaid.
- (B) Appropriate adjustments shall be made annually as of July first of each year, in the amount of revenue guaranteed by each customer, on account of change in the number and/or classification of customers supplied from the line extension.

# **GUARANTEE OF REVENUE**

Except where otherwise provided for in the applicable schedule, customers served by said line extension shall guarantee during the initial contract period of four years, for service supplied under applicable schedule of rates, a monthly payment to the Electric Company equal to two percent of the total "Construction Cost" of the line extension as defined herein, and thereafter a minimum monthly charge of not to exceed two percent of such "Construction Cost" provided, however, that in no case shall said guarantee or said minimum monthly charge be less than the minimum monthly charge specified in the

(Continued on Sheet No. 4-3D)

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# RURAL LINE EXTENSION PLAN DEFINITIONS, RULES AND REGULATIONS

filed schedule applicable to said customers service. For customers served prior to May 21, 1992, except where otherwise provided for in the applicable schedule, customers served by said line extension shall guarantee during the initial contract period of four years, for service supplied under the applicable schedule of rates, a monthly payment to the Electric Company equal to one percent of the total "Construction Cost" of the line extension as defined herein, and thereafter a minimum monthly charge not to exceed one percent of such "Construction Cost" provided, however, that said guarantee or said minimum monthly charge be less than the minimum monthly charged specified in the filed schedule applicable to said customer's service.

# ESTABLISHMENT OF PERMANENCY AND CREDIT

Permanency as used herein is defined as a residence that is permanently affixed and has an environmentally approved water and sewage system provided or planned.

If electric service is requested prior to the installation of an approved water and sewage system, the Company may require from the governing authority evidence of the system's approval. The Company also may require a letter of intent from the customer regarding the system's installation. If the approved water and sewage system has not been installed within ninety (90) days after the establishment of electric service, the Company may declare the residence temporary and require payment of full construction and removal cost of Company facilities.

The Electric Company in order to safeguard its investments, may require any applicant customer to establish a satisfactory credit standing as a guarantee of the payment of his bills during the term of the contract, or, in lieu thereof, to make a suitable cash deposit.

## APPORTIONMENT AND ADJUSTMENT OF GUARANTEES

Said monthly guarantees shall be apportioned among those to be served in the ratio which the minimum monthly payment specified in the applicable schedule bears to the total of all such minimum in the contract for service from the given line extension, provided that for the purpose of calculation, as herein provided, the minimum monthly payment for residential lighting shall in all cases be considered to be not less than one dollar. Nothing herein contained shall, however, preclude any customer from assuming more than his pro-rata share of such guarantee subject to acceptance thereof by the Electric Company.

Customers added to an extension already established shall guarantee revenue to the Electric Company to the same extent and in the same manner as is then currently guaranteed by other customers of the same class served from the line extension. The minimum monthly guarantee shall be reapportioned annually in the manner described above, among all customers supplied from the line extension.

(Continued on Sheet No. 4-4D)

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# RURAL LINE EXTENSION PLAN DEFINITIONS, RULES AND REGULATIONS

## **EXTENSION TO ADDITIONAL CUSTOMERS**

Additional customers shall be connected to a line extension already built or to a further extension thereof upon the same terms and conditions as would apply were the extension them being made for all customers including the new customers, provided the inclusion of such new customers will not increase the cost to the existing customers on such extension. Otherwise, any line extension constructed to service additional customers shall be considered and treated as a new and separate line extension.

#### **CUSTOMER'S WIRING AND EQUIPMENT**

All wiring and equipment on the premises of the customer, for utilization of service, shall be installed and maintained at the expense of the customer in a manner to conform with the rules and requirement of any recognized inspection service in effect in the community, and to a standard satisfactory to the Electric Company.

The customer shall also furnish, install, and maintain any poles, wires and other construction necessary to bring the terminus of his wiring to a location where it can be connected to the Electric Company's line extension by a service span, as herein defined, to be supplied by the Electric Company, and the Electric Company shall have the right at any time to discontinue service being supplied to such equipment if it is deemed such equipment is not in accordance with accepted practices. Such disconnection shall not be considered a cancellation of the agreement, and shall not relieve the customer from the payment of proper minimum charges during the full period that service is disconnected.

#### TITLE TO LINE EXTENSIONS FINANCED IN PART BY CUSTOMERS

The Electric Company shall not be obligated to deliver energy to any line extension financed in part by customers until every customer participating in said financing shall have agreed in writing that the ownership of such line extension shall be vested in the Electric Company and thereafter said Company shall be obligated to maintain such lines.

# TERM OF CONTRACT

The initial term of contract shall be four (4) years, and thereafter shall be governed by the provision of the applicable schedule.

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# OAD - MISCELLANEOUS DISTRIBUTION CHARGES (Open Access Distribution - Miscellaneous Distribution Charges)

#### Collection Charge

When any bill for distribution service by the Company is not paid within fifteen days after the due date thereon, a collection charge of \$8.00 will be assessed if a collection trip to the customer's premises is made.

During the period from November 1 through April 15, the Company makes a second trip if collection is not made on the first trip, even though contact on the first trip took place. The second trip will be made at least 10 days later only if the account remains delinquent. During the remainder of the year, only one trip will be made to the customer's premises.

The collection charge of \$8.00 will be assessed to the account every time a collection trip is made. The Company, normally, would make no more than two trips per month to any one customer's premises.

#### **Bad Check Charge**

When a check received from a customer in payment for service rendered is not honored by the bank, the customer will be charged \$6.00 to pay the additional cost incurred by the Company for processing the check, unless the customer shows that the bank was in error.

#### Reconnection Charge

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

# **During Normal Business Hours**

Reconnect at Meter Reconnect at Pole Remove and Reset Meter Install Locking Device and Reconnect	\$11.30 60.00 28.00 38.00	
Other Than Normal Business Hours	Off-Shift	Sunday
Reconnect at Meter Reconnect at Pole	\$ 80.00 180.00	\$105.00 230.00

Normal hours for reconnection are 7:30 A.M. to 4:00 P.M. all weekdays excluding holidays.

When distribution service has been terminated, at the customer's request, for non-credit related reasons, the customer will be assessed a \$30.00 charge for the disconnection, as well as a \$30.00 charge for the subsequent reconnection.

(Continued on Sheet No. 5-2D)

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## COLUMBUS SOUTHERN POWER COMPANY

## P.U.C.O. NO. 6

# OAD - MISCELLANEOUS DISTRIBUTION CHARGES (Open Access Distribution - Miscellaneous Distribution Charges)

## Meter Test Charge

The Company will test its meter at the request of the customer. The first test shall be at no charge to the customer. The Company shall charge \$28.00 for any subsequent tests performed at the customer's request and the meter is found to be registering accurately.

# Tampering/Investigation Charge

When service has been obtained through fraudulent or damaging practices, the customer will be charged a minimum fee of \$25.00 for the Company to investigate and to inspect the premises. The customer will pay additional charges for any and all costs of disconnection as well as the costs of repairing or replacing damaged equipment based on the customer's individual situation.

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## MINIMUM REQUIREMENTS FOR DISTRIBUTION SYSTEM INTERCONNECTION

#### **Applicability**

This schedule is applicable to any customer with cogeneration, small power production facilities, and/or other on-site facilities producing electrical energy who wishes to operate such facilities in parallel with the Company's distribution system at voltages up to 35 kV. This schedule is not applicable to the interconnection and parallel operation of facilities which the Federal Energy Regulatory Commission has determined to be subject to its jurisdiction. A customer who has a facility that does not qualify for simplified interconnection pursuant to the Technical Requirements for Interconnection and Parallel Operation of Distributed Generation (Technical Requirements), incorporated herein by reference, may negotiate a separate interconnection agreement with the Company and the terms and conditions of this schedule shall apply to such customers to the extent that the negotiated interconnection agreement does not conflict with this schedule.

#### <u>Purpose</u>

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

#### Customer Request For Interconnection

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

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

1. Where no construction is required by the Company and the facility qualifies for simplified interconnection pursuant to the screening process contained in the Technical Requirements, interconnection shall be permitted within four weeks of the Company's receipt of a completed interconnection application in compliance with the terms and conditions of this schedule. Prior to actual interconnection, the customer must execute the interconnection agreement.

(Continued on Sheet No. 6-2D)

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## MINIMUM REQUIREMENTS FOR DISTRIBUTION SYSTEM INTERCONNECTION

#### Customer Request For Interconnection (Cont'd)

- Where construction or system upgrades of the Company's distribution system are required, the Company shall provide the customer, in a timely fashion, an estimate of the schedule and the customer's cost for the construction or upgrades. If the customer desires to proceed with the construction or upgrades, the customer and the Company shall enter into a contract. The contract shall contain a construction schedule listing target commencement and completion dates, and an estimate of the customer's costs for construction or upgrades. Assuming the customer is ready, the interconnection shall take place no later than two weeks following the completion of such construction or upgrades. The Company shall employ best reasonable efforts to complete such system construction or upgrades in the shortest time reasonably practical.
  - 3. All interconnection applications shall be processed by the Company in a nondiscriminatory manner. The Company shall promptly provide the customer a written notice of the Company's receipt of the application. The Company will endeavor to place such notice in the U.S. Mail within three business days after the application has been received by the Company's personnel designated on the application form. The Company shall provide the customer with a copy of the screening process and a target date for processing the application. If the application is viewed as incomplete. the Company must provide a written notice within 10 days of receipt of the application by the Company's personnel designated on the application form that the application is not complete together with a description of the information needed to complete the application and a statement that processing of the application cannot begin until the information is received. The Company's target date shall permit interconnection in a timely manner pursuant to the requirements of O.A.C. § 4901:1-22-04(C). Interconnection applications will be processed in the order that they are received. It is recognized that certain interconnection applications may require minor modifications while they are being reviewed by the Company. Such minor modifications to a pending application shall not require that it be considered incomplete and treated as a new or separate application. Minor modifications would not include at least the following: changes in facility size or location; any change requiring a new impact study; or any other substantive change.
- 4. If the Company determines that it cannot connect the customer's facility within the time frames required by O.A.C. § 4901:1-22-04(C), the Company will notify the customer in writing of that fact as soon as possible. The notification will identify the reason or reasons the interconnection could not be completed within the time frames stated in O.A.C. § 4901:1-22-04(C), and provide an estimated date for completion. This section shall not limit the rights of a customer for relief under Ohio Revised Code Chapter 4905.

(Continued on Sheet No. 6-3D)

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#### MINIMUM REQUIREMENTS FOR DISTRIBUTION SYSTEM INTERCONNECTION

#### **Technical Requirements**

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

## **Metering**

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

#### Liability Insurance

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

## System Impact and Facilities Studies

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

(Continued on Sheet No. 6-4D)

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## MINIMUM REQUIREMENTS FOR DISTRIBUTION SYSTEM INTERCONNECTION

#### Interconnection Fees

The Company shall not charge any fees for interconnection other than those authorized by this schedule.

The Company shall charge each customer that applies for interconnection service a nonrefundable application fee of \$100.00 for single phase installations up to 25 kW and \$500.00 for single phase installations over 25 kW and for three phase installations, payable at the time the application is submitted.

Where a system impact study is required to determine the feasibility and cost of safely connecting the customer's generation facilities to the Company's distribution system, the customer shall deposit with the Company an amount as follows:

Installation Type	Deposit (\$)
Single phase installation up to 25 kW*	500
Single phase installation – 26 kW to 100 kW and three phase installation up to 100 kW*	1,000
Single phase and three phase installation - 101 kW to 500 kW*	3,000
Single phase and three phase installation greater than 500 kW*	5,000

<sup>\*</sup>Based on total rated generating capacity.

Such deposit shall be paid in advance and apply to each installation at the Company's distribution voltages up to  $35\ kV$ .

The Company shall apply the deposit to the Company's actual costs, including applicable taxes, to perform the system impact study associated with the interconnection. If such costs are greater than the amount of the deposit, the customer shall pay such additional costs to the Company. If such costs are less than the amount of the deposit the Company shall refund the balance of the deposit to the customer.

#### Additional Fees

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

The Company may require an inspection of the inverter settings of a static inverter-connected generator with capacity in excess of 10 KW prior to interconnection. The customer shall pay a charge of \$115.00 for each inspection.

(Continued on Sheet No. 6-5D)

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## MINIMUM REQUIREMENTS FOR DISTRIBUTION SYSTEM INTERCONNECTION

#### Additional Fees (Cont'd)

The Company may require an inspection of the protective equipment settings of a non-static inverter-connected generator prior to interconnection. The customer shall pay a charge of \$115.00 for each inspection.

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

#### Construction or Upgrade Fees

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

#### Resolution of Disputes

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

# Special Terms and Conditions of Service

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

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# SCHEDULE OAD - RR (Open Access Distribution - Residential Service)

#### Availability of Service

Available for residential electric service through one meter to individual residential customers, including those on lines subject to the Rural Line Extension Plan, who request and receive electric generation service from a qualified CRES Provider.

## Monthly Rate (Schedule Code 820)

Customer Charge (\$)	4.	75
Distribution Charge (¢/KWH):	Summer	Winter
First 800 KWH	2.54439	2.54439
All KWH Over 800 KWH	2.54439	1.95956

#### Minimum Charge

- The minimum monthly charge for service on lines not subject to the Rural Line Extension Plan shall be the customer charge and all applicable riders.
- 2. The minimum monthly charge for electric service supplied from lines subject to the Rural Line Extension Plan shall, for the initial contract period of four years, be the amount provided in the "Definitions, Rules and Regulations for Rural Line Extension Plan," but in no event shall be less than the customer charge and all applicable riders.

#### **Transmission Service**

Transmission service for customers served under this schedule will be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with the Federal Energy Regulatory Commission and as specified in the Company's Terms and Conditions of Open Access Distribution Service.

## Metering and Billing Options

The customer has the option of selecting the Company and/or an alternative supplier for metering, meter data management or billing services. Such services provided to the customer by an alternative supplier must be arranged through the CRES Provider who provides energy services to the customer. Unless the customer explicitly designates otherwise, the Company shall continue to provide such services.

1. An alternative provider of metering services must be registered with the Company as a qualified Meter Service Provider (MSP) as specified in the Company's Supplier Terms and Conditions of Service. The MSP shall be responsible for providing, installing and maintaining the billing meter. Such metering must be of a type approved by the Company and must meet the Company's standards for safety, reliability and accuracy. The Company's meter must be removed by qualified personnel and returned to the Company at either the expense of the MSP or the customer. Once the Company's meter has been received and inspected by the Company, then a credit of \$0.11/month shall apply.

(Continued on Sheet No. 10-2D)

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# SCHEDULE OAD - RR (Open Access Distribution - Residential Service)

## Metering and Billing Options (cont'd)

If the customer has received metering services from an MSP and subsequently elects to have the Company once again provide, install and maintain the metering, then the customer shall pay a one-time charge based on the type of meter required.

- 2. An alternative provider of meter data management services must be registered with the Company as a qualified Meter Data Management Agent (MDMA) as specified in the Company's Supplier Terms and Conditions of Service. The MDMA shall be responsible for the collection of metered data and for providing data to the Company and other entities as required for billing purposes.
- 3. A provider of consolidated billing must be registered with the Company as a qualified Billing Agent (BA) as specified in the Company's Supplier Terms and Conditions of Service. The BA shall then provide to the customer a consolidated monthly bill specifying the supplier and charges for generation, transmission, distribution and other services. Unless the customer chooses a BA to provide a consolidated bill, or the customer's CRES Provider has made arrangements with the Company to provide a Company-issued consolidated bill, the Company will provide a separate billing for distribution services under the provisions of this schedule.

#### **Payment**

- Bills from the Company are due and payable in full by mail, checkless payment plan, electronic payment plan, or at an authorized payment agent of the Company within 15 days after the mailing of the bill.
- Should a partial payment be made in lieu of the total payment of the amount owed to the Company, the payment provisions of this schedule shall apply. If a partial payment is made, such partial payment shall be applied to the various portions of the customer's bill in the following order: (a) past due distribution, Standard Offer Service generation and transmission charges, (b) past due CRES Provider charges, (c) current CRES Provider charges, (d) current distribution, Standard Offer Service generation and transmission charges, and (e) other past due and current non-regulated charges.
- 3. If the BA fails to provide payment to the Company by the date of the next monthly bill, the Company will thereafter directly bill the customer for distribution service. In addition, the financial instrument, as specified in the Supplier Terms and Conditions of Service, will be offeited to the extent necessary to cover bills due and payable to the Company. Any remaining unpaid amounts and associated fees are the responsibility of the customer.

(Continued on Sheet No. 10-3D)

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## SCHEDULE OAD - RR (Open Access Distribution - Residential Service)

#### Applicable Riders

Monthly charges computed under this schedule shall be adjusted in accordance with the following applicable Riders:

Title	Sheet No.
OAD - Universal Service Fund Rider	60-1D
OAD - Energy Efficiency Fund Rider	61-1D
OAD - KWH Tax Rider	62-1D
OAD - Gross Receipts Tax Credit Rider	63-1D
OAD – Municipal Income Tax Rider	65-1D
OAD - Franchise Tax Rider	66-1D
OAD - Regulatory Asset Charge Rider	67-1D
OAD - Provider of Last Resort Charge Rider	69-1D
OAD - Monongahela Power Litigation Termination Rider	73-1D

# Term of Contract

A written agreement may, at the Company's option, be required.

## Special Terms and Conditions

This schedule is subject to the Company's Terms and Conditions of Open Access Distribution Service.

This schedule is intended for single-phase service. Where the residential customer requests three-phase service, this schedule will apply if the residential customer pays to the Company the difference between constructing single-phase service and three-phase service.

Customers with cogeneration, small power production facilities, and/or other on-site sources of electrical energy supply shall take any required distribution service under Schedule OAD - SBS or Schedule OAD - NEMS.

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## SCHEDULE OAD - GS-1 (Open Access Distribution - General Service - Small)

#### Availability of Service

Available for general service to customers with maximum demands less than 10 kW and who request and receive electric generation service from a qualified CRES Provider.

Monthly Rate (Schedule Codes 830, 835)

Customer Charge (\$)	6.80
Distribution Charge (¢/KWH)	1.44342

#### Minimum Charge

The minimum charge shall be the customer charge and all applicable riders.

#### Transmission Service

Transmission service for customers served under this schedule will be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with the Federal Energy Regulatory Commission and as specified in the Company's Terms and Conditions of Open Access Distribution Service.

#### Metering and Billing Options

The customer has the option of selecting the Company and/or an alternative supplier for metering, meter data management or billing services. Such services provided to the customer by an alternative supplier must be arranged through the CRES Provider who provides energy services to the customer. Unless the customer explicitly designates otherwise, the Company shall continue to provide such services.

1. An alternative provider of metering services must be registered with the Company as a qualified Meter Service Provider (MSP) as specified in the Company's Supplier Terms and Conditions of Service. The MSP shall be responsible for providing, installing and maintaining the billing meter. Such metering must be of a type approved by the Company and must meet the Company's standards for safety, reliability and accuracy. The Company's meter must be removed by qualified personnel and returned to the Company at either the expense of the MSP or the customer. Once the Company's meter has been received and inspected by the Company, then a credit of \$0.34/month shall apply.

If the customer has received metering services from an MSP and subsequently elects to have the Company once again provide, install and maintain the metering, then the customer shall pay a one-time charge based on the type of meter required.

An alternative provider of meter data management services must be registered with the Company
as a qualified Meter Data Management Agent (MDMA) as specified in the Company's Supplier
Terms and Conditions of Service. The MDMA shall be responsible for the collection of metered
data and for providing data to the Company and other entities as required for billing purposes.

(Continued on Sheet No. 20-2D)

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# SCHEDULE OAD - GS-1 (Open Access Distribution - General Service - Small)

### Metering and Billing Options (Cont'd)

3. A provider of consolidated billing must be registered with the Company as a qualified Billing Agent (BA) as specified in the Company's Supplier Terms and Conditions of Service. The BA shall then provide to the customer a consolidated monthly bill specifying the supplier and charges for generation, transmission, distribution and other services. Unless the customer chooses a BA to provide a consolidated bill, or the customer's CRES Provider has made arrangements with the Company to provide a Company-issued consolidated bill, the Company will provide a separate billing for distribution services under the provisions of this schedule.

### **Delayed Payment Charge**

- 1. Bills from the Company are due and payable in full by mail, checkless payment plan, electronic payment plan, or at an authorized payment agent of the Company within 21 days after the mailing of the bill. On all accounts not so paid, an additional charge of five percent (5%) of the total amount billed will be made. Federal, state, county, township and municipal governments and public school systems not served under special contract are subject to the Public Authority Delayed Payment provision, Supplement No. 21.
- Should a partial payment be made in lieu of the total payment of the amount owed to the Company, the payment provisions of this schedule shall apply. If a partial payment is made, such partial payment shall be applied to the various portions of the customer's bill in the following order: (a) past due distribution, Standard Offer Service generation and transmission charges, (b) past due CRES Provider charges, (c) current CRES Provider charges, (d) current distribution, Standard Offer Service generation and transmission charges, and (e) other past due and current non-regulated charges.
- 3. If the BA fails to provide payment to the Company by the date of the next monthly bill, the Company will thereafter directly bill the customer for distribution service. In addition, the financial instrument, as specified in the Supplier Terms and Conditions of Service, will be forfeited to the extent necessary to cover bills due and payable to the Company. Any remaining unpaid amounts and associated fees are the responsibility of the customer.

Optional Unmetered Service Provision (Schedule Codes 831, 832, 833, 834, 836)

Available to customers who qualify for Schedule OAD-GS-1 and use the Company's distribution service for commercial purposes consisting of small fixed electric loads such as traffic signals and signboards which can be served by a standard service drop from the Company's existing secondary distribution system. This service will be offered at the option of the Company.

Each separate service delivery point will be considered a contract location and shall be separately billed under the service contract.

(Continued on Sheet No. 20-3D)

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## SCHEDULE OAD - GS-1 (Open Access Distribution - General Service - Small)

## Optional Unmetered Service Provision (Cont'd)

The customer shall furnish switching equipment satisfactory to the Company. The customer shall notify the Company in advance of every change in connected load, and the Company reserves the right to inspect the customer's equipment at any time to verify the actual load. In the event of the customer's failure to notify the Company of an increase in load, the Company reserves the right to refuse to serve the contract location thereafter under this provision, and shall be entitled to bill the customer retroactively under this schedule on the basis of the increased load for the full period such load was connected plus three months.

Calculated energy use per month shall be equal to the contract capacity specified at the contract location times the number of days in the billing period times the specified hours of operation. Such calculated energy shall then be billed at 1.44342¢ per KWH plus a monthly Customer charge of \$4.10.

## Applicable Riders

Monthly charges computed under this schedule shall be adjusted in accordance with the following applicable Riders:

Title	Sheet No.
OAD - Universal Service Fund Rider	60-1D
OAD - Energy Efficiency Fund Rider	61-1D
OAD - KWH Tax Rider	62-1D
OAD - Gross Receipts Tax Credit Rider	63-1D
OAD - Municipal Income Tax Rider	65-1D
OAD - Franchise Tax Rider	66-1D
OAD - Regulatory Asset Charge Rider	67-1D
OAD - Provider of Last Resort Charge Rider	69-1D
OAD - Monongahela Power Litigation Termination Rider	73-1D

# Term of Contract

A written agreement may, at the Company's option, be required.

## Special Terms and Conditions

This schedule is subject to the Company's Terms and Conditions of Open Access Distribution Service.

Customers with cogeneration, small power production facilities, and/or other on-site sources of electrical energy supply shall take any required distribution service under Schedule OAD - SBS or Schedule OAD - NEMS.

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# SCHEDULE OAD - GS-2 (Open Access Distribution - General Service - Low Load Factor)

### Availability of Service

Available for general service to customers with maximum demands of 10 kW or greater and who request and receive electric generation service from a qualified CRES Provider.

## Monthly Rate

	Secondary	Primary
Schedule Codes	840, 842, 845, 847	841, 843, 846
Customer Charge (\$)	9.50	121.20
Distribution Demand Charge (\$/kW)	3.521	2.549
Maximum Energy Charge (¢/KWH)	7.04200	5.09800

### Minimum and Maximum Charge

Bills computed under the above rate are subject to the operation of minimum and maximum charge provisions as follows:

 Minimum Charge - For demand accounts up to 100 KW - the customer charge and all applicable riders.

For demand accounts over 100 KW - the sum of the customer charge, the product of the demand charge and the minimum monthly billing demand, and all applicable riders.

 Maximum Charge - The sum of the customer charge, the maximum energy charge and all applicable riders. This provision shall not reduce the charge below the amount specified in the Minimum Charge provision above, (1).

## Transmission Service

Transmission service for customers served under this schedule will be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with the Federal Energy Regulatory Commission and as specified in the Company's Terms and Conditions of Open Access Distribution Service.

## Metering and Billing Options

The customer has the option of selecting the Company and/or an alternative supplier for metering, meter data management or billing services. Such services provided to the customer by an alternative supplier must be arranged through the CRES Provider who provides energy services to the customer. Unless the customer explicitly designates otherwise, the Company shall continue to provide such services.

(Continued on Sheet No. 21-2D)

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# SCHEDULE OAD - GS-2 (Open Access Distribution - General Service - Low Load Factor)

## Metering and Billing Options (Cont'd)

1. An alternative provider of metering services must be registered with the Company as a qualified Meter Service Provider (MSP) as specified in the Company's Supplier Terms and Conditions of Service. The MSP shall be responsible for providing, installing and maintaining the billing meter. Such metering must be of a type approved by the Company and must meet the Company's standards for safety, reliability and accuracy. The Company's meter must be removed by qualified personnel and returned to the Company at either the expense of the MSP or the customer. Once the Company's meter has been received and inspected by the Company, then a credit shall apply:

	Secondary	Primary
Credit (\$/month)	1.20	1.63

If the customer has received metering services from an MSP and subsequently elects to have the Company once again provide, install and maintain the metering, then the customer shall pay a one-time charge based on the type of meter required.

- An alternative provider of meter data management services must be registered with the Company
  as a qualified Meter Data Management Agent (MDMA) as specified in the Company's Supplier
  Terms and Conditions of Service. The MDMA shall be responsible for the collection of metered
  data and for providing data to the Company and other entities as required for billing purposes.
- 3. A provider of consolidated billing must be registered with the Company as a qualified Billing Agent (BA) as specified in the Company's Supplier Terms and Conditions of Service. The BA shall then provide to the customer a consolidated monthly bill specifying the supplier and charges for generation, transmission, distribution and other services. Unless the customer chooses a BA to provide a consolidated bill, or the customer's CRES Provider has made arrangements with the Company to provide a Company-issued consolidated bill, the Company will provide a separate billing for distribution services under the provisions of this schedule.

## **Delayed Payment Charge**

- 1. Bills from the Company are due and payable in full by mail, checkless payment plan, electronic payment plan, or at an authorized payment agent of the Company within 21 days after the mailing of the bill. On all accounts not so paid, an additional charge of five percent (5%) of the total amount billed will be made. Federal, state, county, township and municipal governments and public school systems not served under special contract are subject to the Public Authority Delayed Payment provision, Supplement No. 21.
- Should a partial payment be made in lieu of the total payment of the amount owed to the Company, the payment provisions of this schedule shall apply. If a partial payment is made, such partial payment shall be applied to the various portions of the customer's bill in the following order: (a) past due distribution, Standard Offer Service generation and transmission charges, (b) past due CRES Provider charges, (c) current CRES Provider charges, (d) current distribution, Standard Offer Service generation and transmission charges, and (e) other past due and current non-regulated charges.

(Continued on Sheet No. 21-3D)

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## SCHEDULE OAD - GS-2 (Open Access Distribution - General Service - Low Load Factor)

## Delayed Payment Charge (Cont'd)

3. If the BA fails to provide payment to the Company by the date of the next monthly bill, the Company will thereafter directly bill the customer for distribution service. In addition, the financial instrument, as specified in the Supplier Terms and Conditions of Service, will be forfeited to the extent necessary to cover bills due and payable to the Company. Any remaining unpaid amounts and associated fees are the responsibility of the customer.

### Applicable Riders

. Monthly charges computed under this schedule shall be adjusted in accordance with the following applicable Riders:

Title	Sheet No.
OAD - Universal Service Fund Rider	60-1D
OAD - Energy Efficiency Fund Rider	61-1D
OAD - KWH Tax Rider	62-1D
OAD - Gross Receipts Tax Credit Rider	63-1D
OAD - Municipal Income Tax Rider	65-1D
OAD - Franchise Tax Rider	66-1D
OAD - Regulatory Asset Charge Rider	67-1D
OAD - Provider of Last Resort Charge Rider	69-1D
OAD - Monongahela Power Litigation Termination Rider	73-1D

## Monthly Billing Demand

Energy delivered hereunder will be delivered through not more than one single-phase or one poly-phase meter. Billing demand in KW shall be taken each month as the single highest 30-minute integrated peak in KW as registered during the month by a 30-minute integrating demand meter or indicator or, at the Company's option, as the highest registration of a thermal-type demand meter or indicator.

The minimum monthly billing demand established hereunder shall not be less than (a) the minimum billing demand, if any, specified in the service contract or (b) 60% of the customer's highest previously established monthly billing demand during the past 11 months in excess of 100 KW.

The minimum monthly billing demand shall not be less than 25% of the customer's highest previously established monthly billing demand during the past 11 months in excess of 100 KW during the billing months of June through September for customers with more than 50% of their connected load used for space heating purposes.

The Metered Voltage adjustment, as set forth below, shall not apply to the customer's minimum monthly billing demand.

(Continued on Sheet No. 21-4D)

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## SCHEDULE OAD - GS-2 (Open Access Distribution - General Service - Low Load Factor)

### 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 and KW values will be adjusted for billing purposes. If the Company elects to adjust KWH and KW based on multipliers, the adjustment shall be in accordance with the following:

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

### **Term of Contract**

For customers with annual average demand greater than 500 KW, contracts will be required for an initial period of not less than one year and shall remain in effect thereafter until either party shall give at least six months written notice to the other of the intention to discontinue service under the terms of this schedule. For customers with demands less than 500 KW, a written agreement may, at the Company's option, be required.

A new initial contract period will not be required for existing customers who increase their contract requirements after the original initial period unless new or additional facilities are required. The Company may, at its option, require a longer initial term of contract to fulfill the terms and conditions of service and/or in order to protect the Company's ability to recover its investment of costs over a reasonable period of time.

# Special Terms and Conditions

This schedule is subject to the Company's Terms and Conditions of Open Access Distribution Service.

Customers with cogeneration, small power production facilities, and/or other on-site sources of electrical energy supply shall take any required distribution service under Schedule OAD - SBS or Schedule OAD - NEMS.

Customers who receive distribution service from the City of Columbus who desire to purchase breakdown distribution service from the Company shall take such service under Schedule OAD - SBS.

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## SCHEDULE OAD - GS-3 (Open Access Distribution - General Service - Medium Load Factor)

## Availability of Service

Available for general service to customers with maximum demands greater than 50 kW and who request and receive electric generation service from a qualified CRES Provider.

## Monthly Rate

	Secondary	Primary
Schedule Codes	850, 852, 855	851, 853, 856
Customer Charge (\$)	125.15	278.90
Distribution Demand Charge (\$/KW)	3.208	2.382
Excess KVA Charge (\$/KVA)	0.907	0.878
Maximum Energy Charge (¢/KWH)	6.41600	4.76400

#### Minimum and Maximum Charge

Bills computed under the above rate are subject to the operation of minimum and maximum charge provisions as follows:

- Minimum Charge The sum of the customer charge, the product of the demand charge and the minimum monthly billing demand, and all applicable riders.
- Maximum Charge The sum of the customer charge, the maximum energy charge and all
  applicable riders. This provision shall not reduce the charge below the
  amount specified in the Minimum Charge provision above, (1).

### Transmission Service

Transmission service for customers served under this schedule will be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with the Federal Energy Regulatory Commission and as specified in the Company's Terms and Conditions of Open Access Distribution Service.

# Metering and Billing Options

The customer has the option of selecting the Company and/or an alternative supplier for metering, meter data management or billing services. Such services provided to the customer by an alternative supplier must be arranged through the CRES Provider who provides energy services to the customer. Unless the customer explicitly designates otherwise, the Company shall continue to provide such services.

1. An alternative provider of metering services must be registered with the Company as a qualified Meter Service Provider (MSP) as specified in the Company's Supplier Terms and Conditions of Service. The MSP shall be responsible for providing, installing and maintaining the billing meter. Such metering must be of a type approved by the Company and must meet the Company's standards for safety, reliability and accuracy. The Company's meter must be removed by qualified personnel and returned to the Company at either the expense of the MSP or the customer. Once the Company's meter has been received and inspected by the Company, then the following credit shall apply:

(Continued on Sheet No. 23-2D)
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# SCHEDULE OAD - GS-3 (Open Access Distribution - General Service - Medium Load Factor)

## Metering and Billing Options (Cont'd)

	Secondary	Primary
Credit (\$/month)	1.62	1.64

If the customer has received metering services from an MSP and subsequently elects to have the Company once again provide, install and maintain the metering, then the customer shall pay a one-time charge based on the type of meter required.

- An alternative provider of meter data management services must be registered with the Company
  as a qualified Meter Data Management Agent (MDMA) as specified in the Company's Supplier
  Terms and Conditions of Service. The MDMA shall be responsible for the collection of metered
  data and for providing data to the Company and other entities as required for billing purposes.
- 3. A provider of consolidated billing must be registered with the Company as a qualified Billing Agent (BA) as specified in the Company's Supplier Terms and Conditions of Service. The BA shall then provide to the customer a consolidated monthly bill specifying the supplier and charges for generation, transmission, distribution and other services. Unless the customer chooses a BA to provide a consolidated bill, or the customer's CRES Provider has made arrangements with the Company to provide a Company-issued consolidated bill, the Company will provide a separate billing for distribution services under the provisions of this schedule.

## **Delayed Payment Charge**

- 1. Bills from the Company are due and payable in full by mail, checkless payment plan, electronic payment plan, or at an authorized payment agent of the Company within 21 days after the mailing of the bill. On all accounts not so paid, an additional charge of five percent (5%) of the total amount billed will be made. Federal, state, county, township and municipal governments and public school systems not served under special contract are subject to the Public Authority Delayed Payment provision, Supplement No. 21.
- Should a partial payment be made in lieu of the total payment of the amount owed to the Company, the payment provisions of this schedule shall apply. If a partial payment is made, such partial payment shall be applied to the various portions of the customer's bill in the following order: (a) past due distribution, Standard Offer Service generation and transmission charges, (b) past due CRES Provider charges, (c) current CRES Provider charges, (d) current distribution, Standard Offer Service generation and transmission charges, and (e) other past due and current non-regulated charges.
- 3. If the BA fails to provide payment to the Company by the date of the next monthly bill, the Company will thereafter directly bill the customer for distribution service. In addition, the financial instrument, as specified in the Supplier Terms and Conditions of Service, will be forfeited to the extent necessary to cover bills due and payable to the Company. Any remaining unpaid amounts and associated fees are the responsibility of the customer.

(Continued on Sheet No. 23-3D)

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## SCHEDULE OAD - GS-3 (Open Access Distribution - General Service - Medium Load Factor)

### Applicable Riders

Monthly charges computed under this schedule shall be adjusted in accordance with the following applicable Riders:

Title	Sheet No.
OAD - Universal Service Fund Rider	60-1D
OAD - Energy Efficiency Fund Rider	61-1D
OAD - KWH Tax Rider	62-1D
OAD - Gross Receipts Tax Credit Rider	63-1D
OAD - Municipal Income Tax Rider	65-1D
OAD - Franchise Tax Rider	66-1D
OAD - Regulatory Asset Charge Rider	67-1D
OAD - Provider of Last Resort Charge Rider	69-1D
OAD - Monongahela Power Litigation Termination Rider	73-1D

### Monthly Billing Demand

Energy delivered hereunder will be delivered through not more than one single-phase or one poly-phase. Billing demand in KW shall be taken each month as the single highest 30-minute integrated peak in KW as registered during the month by a 30-minute integrating demand meter or indicator or, at the Company's option, as the highest registration of a thermal-type demand meter or indicator.

The minimum monthly billing demand established hereunder shall not be less than (a) the minimum billing demand, if any, specified in the service contract, (b) 60% of the customer's highest previously established monthly billing demand during the past 11 months, or (c) 50 KW.

The minimum monthly billing demand shall not be less than 25% of the customer's highest previously established monthly billing demand during the past 11 months during the billing months of June through September for customers with more than 50% of their connected load used for space heating purposes.

The Metered Voltage adjustment, as set forth below, shall not apply to the customer's minimum monthly billing demand.

## 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 and KW values will be adjusted for billing purposes. If the Company elects to adjust KWH and KW based on multipliers, the adjustment shall be in accordance with the following:

(Continued on Sheet No. 23-4D)

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# SCHEDULE OAD - GS-3 (Open Access Distribution - General Service - Medium Load Factor)

### Metered Voltage (Cont'd)

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

## Determination of Excess Kilovolt-Ampere (KVA) Demand

The maximum KVA demand shall be determined by the use of a multiplier equal to the reciprocal of the average power factor recorded during the billing period, applied to the metered demand.

The excess KVA demand, if any, shall be the amount by which the maximum KVA demand, established during the billing period, exceeds the greater of (a) 115% of the KW of metered demand, or (b) 100 KVA.

### Term of Contract

For customers with annual average demand greater than 500 KW, contracts will be required for an initial period of not less than one year and shall remain in effect thereafter until either party shall give at least six months written notice to the other of the intention to discontinue service under the terms of this schedule. For customers with demands less than 500 KW, a written agreement may, at the Company's option, be required.

A new initial contract period will not be required for existing customers who increase their contract requirements after the original initial period unless new or additional facilities are required. The Company may, at its option, require a longer initial term of contract to fulfill the terms and conditions of service and/or in order to protect the Company's ability to recover its investment of costs over a reasonable period of time.

## Special Terms and Conditions

This schedule is subject to the Company's Terms and Conditions of Open Access Distribution Service.

Customers with cogeneration, small power production facilities, and/or other on-site sources of electrical energy supply shall take any required distribution service under Schedule OAD - SBS or Schedule OAD - NEMS.

Customers who receive distribution service from the City of Columbus who desire to purchase breakdown distribution service from the Company shall take such service under Schedule OAD - SBS.

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## SCHEDULE OAD - GS-4 (Open Access Distribution - General Service - Large)

### **Availability of Service**

Available for general service to customers using the Company's standard subtransmission or transmission service with maximum demands in excess of 1,000 KVA and who request and receive electric generation service from a qualified CRES Provider.

Monthly Rate (Schedule Codes 861, 865)

Customer Charge (\$)	750.00
Distribution Demand Charge (\$/KVA)	0.501

#### Minimum Charge

The minimum charge shall be equal to the sum of the customer charge, the product of the demand charge and the minimum monthly billing demand, and all applicable riders.

## Transmission Service

Transmission service for customers served under this schedule will be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with the Federal Energy Regulatory Commission and as specified in the Company's Terms and Conditions of Open Access Distribution Service.

## Metering and Billing Options

The customer has the option of selecting the Company and/or an alternative supplier for metering, meter data management or billing services. Such services provided to the customer by an alternative supplier must be arranged through the CRES Provider who provides energy services to the customer. Unless the customer explicitly designates otherwise, the Company shall continue to provide such services.

An alternative provider of metering services must be registered with the Company as a qualified Meter Service Provider (MSP) as specified in the Company's Supplier Terms and Conditions of Service. The MSP shall be responsible for providing, installing and maintaining the billing meter. Such metering must be of a type approved by the Company and must meet the Company's standards for safety, reliability and accuracy. The Company's meter must be removed by qualified personnel and returned to the Company at either the expense of the MSP or the customer. Once the Company's meter has been received and inspected by the Company, then a credit of \$1.64/month shall apply.

If the customer has received metering services from an MSP and subsequently elects to have the Company once again provide, install and maintain the metering, then the customer shall pay a one-time charge based on the type of meter required.

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Kevin E. Walker, President AEP Ohio

## SCHEDULE OAD - GS-4 (Open Access Distribution - General Service - Large)

### Metering and Billing Options (Cont'd)

- 2. An alternative provider of meter data management services must be registered with the Company as a qualified Meter Data Management Agent (MDMA) as specified in the Company's Supplier Terms and Conditions of Service. The MDMA shall be responsible for the collection of metered data and for providing data to the Company and other entities as required for billing purposes.
- 3. A provider of consolidated billing must be registered with the Company as a qualified Billing Agent (BA) as specified in the Company's Supplier Terms and Conditions of Service. The BA shall then provide to the customer a consolidated monthly bill specifying the supplier and charges for generation, transmission, distribution and other services. Unless the customer chooses a BA to provide a consolidated bill, or the customer's CRES Provider has made arrangements with the Company to provide a Company-issued consolidated bill, the Company will provide a separate billing for distribution services under the provisions of this schedule.

## Delayed Payment Charge

- Bills from the Company are due and payable in full by mail, checkless payment plan, electronic payment plan, or at an authorized payment agent of the Company within 21 days after the mailing of the bill. On all accounts not so paid, an additional charge of five percent (5%) of the total amount billed will be made.
- Should a partial payment be made in lieu of the total payment of the amount owed to the Company, the payment provisions of this schedule shall apply. If a partial payment is made, such partial payment shall be applied to the various portions of the customer's bill in the following order: (a) past due distribution, Standard Offer Service generation and transmission charges, (b) past due CRES Provider charges, (c) current CRES Provider charges, (d) current distribution, Standard Offer Service generation and transmission charges, and (e) other past due and current non-regulated charges.
- 3. If the BA fails to provide payment to the Company by the date of the next monthly bill, the Company will thereafter directly bill the customer for distribution service. In addition, the financial instrument, as specified in the Supplier Terms and Conditions of Service, will be forfeited to the extent necessary to cover bills due and payable to the Company. Any remaining unpaid amounts and associated fees are the responsibility of the customer.

## Applicable Riders

Monthly charges computed under this schedule shall be adjusted in accordance with the following applicable Riders:

Title	Sheet No.
OAD – Universal Service Fund Rider	60-1D
OAD - Energy Efficiency Fund Rider	61-1D
OAD - KWH Tax Rider	62-1D
OAD – Gross Receipts Tax Credit Rider	63-1D
OAD - Municipal Income Tax Rider	65-1D
OAD - Franchise Tax Rider	66-1D
OAD – Regulatory Asset Charge Rider	67-1D
OAD - Provider of Last Resort Charge Rider	69-1D
OAD - Monongahela Power Litigation Termination Rider	73-1D

(Continued on Sheet No. 24-3D)

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## SCHEDULE OAD - GS-4 (Open Access Distribution - General Service - Large)

### Monthly Billing Demand

The billing demand in KVA shall be taken each month as the single highest 30-minute integrated peak in KVA, as registered during the month by a demand meter or indicator, but the monthly demand so established shall in no event be less than the greater of (a) the minimum billing demand, if any, specified in the service contract, (b) 60% of the customer's highest previously established monthly billing demand during the past 11 months, or (c) 1,000 KVA.

The Metered Voltage adjustment, as set forth below, shall not apply to the customer's minimum monthly billing demand.

## 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 and KVA values will be adjusted for billing purposes. If the Company elects to adjust KWH and KVA based on multipliers, the adjustment shall be in accordance with the following:

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

## Term of Contract

Contracts under this schedule will be made for an initial period of not less than two years and shall remain in effect thereafter until either party shall give at least one year's written notice to the other of the intention to discontinue service under the terms of this schedule.

A new initial contract period will not be required for existing customers who increase their contract requirements after the original initial period unless new or additional facilities are required. The Company may, at its option, require a longer initial term of contract to fulfill the terms and conditions of service and/or in order to protect the Company's ability to recover its investment of costs over a reasonable period of time.

(Continued on Sheet No. 24-4D)

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## COLUMBUS SOUTHERN POWER COMPANY

## P.U.C.O. NO. 6

## SCHEDULE OAD - GS-4 (Open Access Distribution - General Service - Large)

## Special Terms and Conditions

This schedule is subject to the Company's Terms and Conditions of Open Access Distribution Service.

A customer's plant is considered as one or more buildings which are served by a single electrical distribution system provided and operated by customer. When the size of the customer's load necessitates the delivery of energy to the customer's plant over more than one circuit, the Company may elect to connect its circuits to different points on the customer's system irrespective of contrary provisions in the Terms and Conditions of Open Access Distribution Service.

Customers with cogeneration, small power production facilities, and/or other on-site sources of electrical energy supply shall take any required distribution service under Schedule OAD - SBS or Schedule OAD - NEMS.

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# SCHEDULE OAD - SBS (Open Access Distribution - Standby Service)

### Availability of Service

This schedule is available to customers with cogeneration, small power production facilities, and/or other on-site sources of electrical energy supply with standby distribution service requirements of 50,000 KW of less and who request and receive electric generation service from a qualified CRES Provider.

## Conditions of Standby Service Availability

The provision for the Company providing standby distribution service to the customer is conditionally provided on the assumption that the customer installs, operates and maintains suitable and sufficient equipment, as specified in the "Guide for Safe Integration of Non-Utility (NUG) Facilities Interconnected To The Company's Electric System," to protect the customer's facilities and the Company's system from damages resulting from such parallel operation, and upon the further condition that the Company shall not be liable to the customer for any loss, cost, damage, or expense which the customer may suffer by reason of damage to or destruction of any property, including the loss of use thereof, arising out of or in any manner connected with such parallel operation, unless such loss, cost, damage, or expense is caused by the negligence of the Company for any loss, cost, damage or expense which the Company may suffer by reason of damage to or destruction of any property, including the loss of use thereof, arising out of, or in any manner connected with such parallel operation, unless such loss, cost, damage, or expense is caused by the negligence of the customer, its agents or employees.

Detents shall be used on the necessary metering to prevent reverse rotation.

## <u>Determination of Standby Contract Capacity</u>

The standby contract capacity in KW shall be initially established by mutual agreement between the customer and the Company for distribution capacity sufficient for the delivery of the customer's maximum standby requirements to be provided by a qualified CRES Provider.

The customer shall specify the desired standby contract capacity to the nearest 50 KW. Changes in the standby contract capacity are subject to the provisions set forth in the Term of Contract.

### Monthly Standby Charge

	Secondary	Primary	Subtransmission/ Transmission
Demand Charge (\$/KW)	3.710	2.308	0.000

The minimum monthly standby charge is equal to the demand charge times the standby contract capacity plus all applicable riders.

(Continued on Sheet No. 27-2D)

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## SCHEDULE OAD - SBS (Open Access Distribution - Standby Service)

### **Local Facilities Charge**

Charges to cover interconnection costs (including but not limited to suitable meters, relays and protective apparatus) incurred by the Company shall be determined by the Company and shall be collected from the customer. Such charges shall include the total installed cost of all local facilities. The customer shall make a one time payment of the Local Facilities Charge at the time of the installation of the required additional facilities, or, at the customer's option, up to 36 consecutive equal monthly payments reflecting an annual interest charge as determined by the Company, but not to exceed the cost of the Company's most recent issue of long-term debt nor the maximum rate permitted by law. If the customer elects the installment payment option, the Company may require a security deposit equal to 25% of the total cost of interconnection.

## Special Provision for Customers with Standby Contract Capacities of Less than 100 KW

Customers requesting standby service with contract capacities of less than 100 KW shall be charged a monthly demand rate of \$1.040/KW. However, in those months when standby service is used, the demand charge shall be waived provided the customer notifies the Company in writing prior to the meter reading date and such services shall be billed according to the applicable demand-metered open access distribution rate schedule.

Contracts for such service shall be executed on a special contract form for a minimum of one year. Standby contract capacity in KW shall be set equal to the capacity of the customer's largest power production facility.

## Transmission Service

Transmission service for customers served under this schedule will be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with the Federal Energy Regulatory Commission and as specified in the Company's Terms and Conditions of Open Access Distribution Service.

## Metering and Billing Options

Issued: December 21, 2005

The customer has the option of selecting the Company and/or an alternative supplier for metering, meter data management or billing services. Such services provided to the customer by an alternative supplier must be arranged through the CRES Provider who provides energy services to the customer. Unless the customer explicitly designates otherwise, the Company shall continue to provide such services.

1. An alternative provider of metering services must be registered with the Company as a qualified Meter Service Provider (MSP) as specified in the Company's Supplier Terms and Conditions of Service. The MSP shall be responsible for providing, installing and maintaining the billing meter. Such metering must be of a type approved by the Company and must meet the Company's standards for safety, reliability and accuracy. The Company's meter must be removed by qualified personnel and returned to the Company at either the expense of the MSP or the customer. Once the Company's meter has been received and inspected by the Company, then a credit equal to the credit specified in the applicable demand-metered open access distribution schedule shall apply.

(Continued on Sheet No. 27-3D)

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Kevin E. Walker, President
AEP Ohio

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## SCHEDULE OAD - SBS (Open Access Distribution - Standby Service)

## Metering and Billing Options (Cont'd)

If the customer has received metering services from an MSP and subsequently elects to have the Company once again provide, install and maintain the metering, then the customer shall pay a one-time charge based on the type of meter required.

- 2. An alternative provider of meter data management services must be registered with the Company as a qualified Meter Data Management Agent (MDMA) as specified in the Company's Supplier Terms and Conditions of Service. The MDMA shall be responsible for the collection of metered data and for providing data to the Company and other entities as required for billing purposes.
- 3. A provider of consolidated billing must be registered with the Company as a qualified Billing Agent (BA) as specified in the Company's Supplier Terms and Conditions of Service. The BA shall then provide to the customer a consolidated monthly bill specifying the supplier and charges for generation, transmission, distribution and other services. Unless the customer chooses a BA to provide a consolidated bill, or the customer's CRES Provider has made arrangements with the Company to provide a Company-issued consolidated bill, the Company will provide a separate billing for distribution services under the provisions of this schedule.

## **Delayed Payment Charge**

- Bills from the Company are due and payable in full by mail, checkless payment plan, electronic
  payment plan, or at an authorized payment agent of the Company within 21 days after the mailing
  of the bill. On accounts not so paid, an additional charge of five percent (5%) of the total amount
  billed will be made.
- Should a partial payment be made in lieu of the total payment of the amount owed to the Company, the payment provisions of this schedule shall apply. If a partial payment is made, such partial payment shall be applied to the various portions of the customer's bill in the following order: (a) past due distribution, Standard Offer Service generation and transmission charges, (b) past due CRES Provider charges, (c) current CRES Provider charges, (d) current distribution, Standard Offer Service generation and transmission charges, and (e) other past due and current non-regulated charges.
- 3. If the BA fails to provide payment to the Company by the date of the next monthly bill, the Company will thereafter directly bill the customer for distribution service. In addition, the financial instrument, as specified in the Supplier Terms and Conditions of Service, will be forfeited to the extent necessary to cover bills due and payable to the Company. Any remaining unpaid amounts and associated fees are the responsibility of the customer.

(Continued on Sheet No. 27-4D)

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Kevin E. Walker, President AEP Ohio

# SCHEDULE OAD - SBS (Open Access Distribution - Standby Service)

## Applicable Riders

Monthly charges computed under this schedule shall be adjusted in accordance with the following applicable Riders:

Title	Sheet No.
OAD - Universal Service Fund Rider	60-1D
OAD - Energy Efficiency Fund Rider	61-1D
OAD - KWH Tax Rider	62-1D
OAD - Gross Receipts Tax Credit Rider	63-1D
OAD - Municipal Income Tax Rider	65-1D
OAD - Franchise Tax Rider	66-1D
OAD - Regulatory Asset Charge Rider	67-1D
OAD - Provider of Last Resort Charge Rider	69-1D
OAD - Monongahela Power Litigation Termination Rider	73-1D

## Term of Contract

Contracts under this schedule will be made for an initial period of not less than one year and shall continue thereafter until either party has given 6 months' written notice to the other of the intention to terminate the contract. The Company will have the right to make contracts for initial periods longer than one year.

## Special Terms and Conditions

This schedule is subject to the Company's Terms and Conditions of Open Access Distribution Service.

At its discretion, the Company may require that metering be installed to monitor the customer's generation. The Company reserves the right to inspect the customer's relays and protective equipment at all responsible times.

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# SCHEDULE OAD-NEMS (Open Access Distribution - Net Energy Metering Service)

### Availability of Service

This schedule is available to customers on a first come, first served basis, who own and operate qualifying customer-generator facilities designed to operate in parallel with the Company's system. Customers served under this schedule must also take service under the applicable Open Access Distribution (OAD) service schedule.

The total rated generating capacity of all customers-generators served under this schedule shall be limited to one percent of the CRES Provider's aggregate customer peak demand in the Company's service territory.

### Conditions of Service

- 1. A qualifying customer is one whose generating facility complies with all the following requirements:
  - is fueled by solar, wind, biomass, landfill gas, or hydropower, or uses a microturbine (with a total rated generating capacity of 100 kW or less) or a fuel cell;
  - is owned and operated by the customer and is located on the customer-generator's premises;
  - c. is designed and installed to operate in parallel with the Company's system without adversely affecting the operation of equipment and service of the Company and its customers and without presenting safety hazards to Company and customer personnel; and
  - d. is intended primarily to offset part or all of the customer-generator's electricity needs.
- The rated generating capacity of the customer-generator's facility shall count toward the one percent availability limit as of the date the Company receives the customer's net metering application. Such date shall not be modified due to an incomplete application unless such application omits the facility's rated generating capacity. However, if the customer-generator's facility does not begin operation within six months from the date the application is received by the Company, the application shall be considered void, and shall no longer count toward the one percent limit.
- 3. The customer's generating equipment shall be installed in accordance with the manufacturer's specifications as well as all applicable provisions of the National Electrical Code. All equipment and installations shall comply with all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronic Engineers and Underwriters Laboratories, as well as any additional control and testing requirements adopted by the Commission.

(Continued on Sheet No. 28-2D)

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# SCHEDULE OAD-NEMS (Open Access Distribution - Net Energy Metering Service)

### **Metering**

Net energy metering shall be accomplished using a single meter capable of registering the flow of electricity in each direction. If the existing electrical meter installed at the customer's facility is not capable of measuring the flow of electricity in two directions, the customer shall be responsible for all expenses for the purchase and installation of an appropriate meter with such capability.

The Company may, at its own expense and with written consent of the customer, install one or more additional meters to monitor the flow of electricity.

## Monthly Charges

Monthly charges for energy, and demand where applicable, to serve the customer's net or total load shall be determined according to the Company's OAD service schedule under which the customer would otherwise be served, absent the customer-owned generation source. If a non-residential customer's qualifying customer-generator facility has a total rated generating capacity of more than 10 kW, service shall be provided under the Company's OAD demand-metered schedule (Schedule OAD-GS-2 or OAD-GS-3 depending on the customer's load characteristics).

Energy charges under the OAD service schedule shall be based on the customer's net energy for the billing period. In no event shall the customer's net energy for the billing period be less than zero for purposes of billing under the OAD service schedule.

### Special Terms and Conditions

This schedule is subject to the Company's Terms and Conditions of Open Access Distribution Service and all provisions of the OAD service schedule under which the customer takes service. This schedule is also subject to the applicable provisions of the Company's Minimum Requirements for Distribution System Interconnection.

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## SCHEDULE OAD ~ SL (Open Access Distribution - Street Lighting Service)

## **Availability of Service**

Available to municipalities, counties and other governmental subdivisions, and community associations which have been incorporated as not-for-profit corporations for street lighting service supplied through Company-owned systems and who request and receive electric generation service from a qualified CRES Provider.

Service rendered hereunder, is predicated upon the existence of a valid contract between the Company and the customer specifying the type, number and location of lamps to be supplied and lighted.

## Monthly Rate

Type of Lamp	Nominal Lamp Wattage	Average Monthly KWH Usage	Rate Per Lamp Per Month
High Pressure Sodium (HPS)			(\$)
Standard	100	40	6.90
Standard	150	59	7.80
Standard	200	84	10.03
Standard	250	103	11.07 <sup>1</sup>
Standard	400	167	12.44
Cut Off	100	40	9.90
Cut Off	250	103	15.87
Cut Off	400	167	20.24
Mercury Vapor (MV)			
Standard	100	43	6.29 <sup>2</sup>
Standard	175	72	7.20 <sup>3</sup>
Standard	400	158	11.65 <sup>3</sup>

<sup>&</sup>lt;sup>1</sup>No new installations after October 1, 1982.

(Continued on Sheet No. 40-2D)

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<sup>&</sup>lt;sup>2</sup>No new installations after January 1, 1980.

<sup>&</sup>lt;sup>3</sup>No new installations after May 21, 1992.

## SCHEDULE OAD - SL (Open Access Distribution - Street Lighting Service)

### Other Equipment

When other new facilities are to be installed by the Company, in addition to the above charges, the customer shall pay:

		Rate Per Month
		(\$)
1.	For each lamp supported by a wood pole serving no other function than street lighting	1.20
2.	For each aluminum pole	12.45
3.	For each fiberglass pole	18.55
4.	For each additional 150 foot overhead wire span or part thereof	0.70
5.	For mounting other than standard bracket:	
	12 foot mastarm	1.05
	16 foot mastarm	1.40
	20 foot mastarm	2.45
6.	For each pole riser connection installed on or after May 21, 1992	3.60
7.	For each underground wire lateral not over 50 feet	1.15
8.	The Company may require the customer to pay for or furnish duct under pavements or adverse soil conditions should this be necessary for initial installation or due to paving over underground feed after placement.	<u>-</u>

## Transmission Service

Transmission service for customers served under this schedule will be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with the Federal Energy Regulatory Commission and as specified in the Company's Terms and Conditions of Open Access Distribution Service.

# **Billing Options**

The customer has the option of selecting the Company and/or an alternative supplier for billing services. Such services provided to the customer by an alternative supplier must be arranged through the CRES Provider who provides energy services to the customer. Unless the customer explicitly designates otherwise, the Company shall continue to provide such services.

1. A provider of consolidated billing must be registered with the Company as a qualified Billing Agent (BA) as specified in the Company's Supplier Terms and Conditions of Service. The BA shall then provide to the customer a consolidated monthly bill specifying the supplier and charges for generation, transmission, distribution and other services. Unless the customer chooses a BA to provide a consolidated bill, or the customer's CRES Provider has made arrangements with the Company to provide a Company-issued consolidated bill, the Company will provide a separate billing for distribution services under the provisions of this schedule.

(Continued on Sheet No. 40-3D)

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AEP Ohio

## SCHEDULE OAD - SL (Open Access Distribution - Street Lighting Service)

### **Delayed Payment Charge**

- 1. Due Date and Delayed Payment Charge shall be pursuant to the provisions of Supplement 21.
- Should a partial payment be made in lieu of the total payment of the amount owed to the Company, the payment provisions of this schedule shall apply. If a partial payment is made, such partial payment shall be applied to the various portions of the customer's bill in the following order: (a) past due distribution, Standard Offer Service generation and transmission charges, (b) past due CRES Provider charges, (c) current CRES Provider charges, (d) current distribution, Standard Offer Service generation and transmission charges, and (e) other past due and current non-regulated charges.
- 3. If the BA fails to provide payment to the Company by the date of the next monthly bill, the Company will thereafter directly bill the customer for distribution service. In addition, the financial instrument, as specified in the Supplier Terms and Conditions of Service, will be forfeited to the extent necessary to cover bills due and payable to the Company. Any remaining unpaid amounts and associated fees are the responsibility of the customer.

### Applicable Riders

Monthly charges computed under this schedule shall be adjusted in accordance with the following applicable Riders:

Title	Sheet No.
OAD - Universal Service Fund Rider	60-1D
OAD - Energy Efficiency Fund Rider	61-1D
OAD - KWH Tax Rider	62-1D
OAD - Gross Receipts Tax Credit Rider	63-1D
OAD - Municipal Income Tax Rider	65-1D
OAD - Franchise Tax Rider	66-1D
OAD - Regulatory Asset Charge Rider	67-1D
OAD - Provider of Last Resort Charge Rider	69-1D
OAD - Monongahela Power Litigation Termination Rider	73-1D

## Ownership of Facilities

All facilities necessary for street lighting service hereunder, including but not limited to, all poles, fixtures, street lighting circuits, transformers, lamps and other necessary facilities shall be the property of the Company and may be removed if the Company so desires, at the termination of any contract for service hereunder. The Company will maintain all such facilities.

## **Distribution Energy Rate**

The Company will provide distribution service for a street lighting system owned and maintained by the customer at the following rate:

Customer Charge (\$)	4.10
Distribution Energy Charge (¢/KWH)	1.06045

The applicable KWH per lamp shall be as stated under the monthly rate.

(Continued on Sheet No. 40-4D)
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## SCHEDULE OAD - SL (Open Access Distribution - Street Lighting Service)

### Hours of Lighting

Dusk to dawn lighting shall be provided, approximately 4,000 hours per annum.

### Lamp Outages

For all aggregate outages of four (4) hours or more in any month which are reported in writing within ten (10) days of the end of the month to the Company by a proper representative of the customer, there shall be a pro-rata reduction from the bill under this schedule to reflect such outages.

### Term of Contract

Contracts under this schedule will ordinarily be made for an initial term of five years with self-renewal provisions for successive terms of one year each until either party shall give at least 60 days' notice to the other of the intention to discontinue at the end of any term. The Company may, at its option, require a longer initial term of contract to fulfill the terms and conditions of service and/or in order to protect the Company's ability to recover its investment of costs over a reasonable period of time.

#### Special Terms and Conditions

This schedule is subject to the Company's Terms and Conditions of Open Access Distribution Service.

The customer shall provide such cleared rights-of-way, licenses and permits as may be required to enable the Company to supply the service applied for.

Service will not be provided hereunder if in the judgment of the Company a danger or nuisance will be created thereby. Service will be terminated if after installation it proves to be a danger or nuisance.

Rates contained herein are based upon continuous use of facilities and are not applicable to seasonal use.

Tree trimming is performed by the Company only when doing so prevents damage to Company facilities.

Customers with cogeneration, small power production facilities, and/or other on-site sources of electrical energy supply shall take any required distribution service under Schedule OAD - SBS or Schedule OAD - NEMS.

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AEP Ohio

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# SCHEDULE OAD - AL (Open Access Distribution - Private Area Lighting Service)

## Availability of Service

Available to residential and general service customers where appropriate existing secondary distribution facilities are readily available for the lighting of private areas and who request and receive electric generation service from a qualified CRES Provider. This service is not available for street and highway lighting.

## Monthly Rate

For each lamp with luminaire and an upsweep arm not over 7 feet in length or bracket mounted floodlight, controlled by photoelectric relay, where service is supplied from an existing pole and secondary facilities of the Company (a pole which presently serves another function besides supporting an area light) except in the case of post top lamps for which the rates per month already include the cost of a pole:

	Nominal	Ave Mendobe	Rate Per Lan	np Per Month
Type of Lamp	Lamp	Avg. Monthly KWH Usage	Luminaire	Floodlight
	Wattage	Ner Usage	(\$)	(\$)
High Pressure Sodium (HPS)				
Standard	100	40	5.54	5.94
Standard	150	59	5.97	-
Standard	200	84	7.24	,
Standard	250	103	7.45 <sup>1</sup>	7.65
Standard	400	167	9.06	8.85
Standard	1000	378	-	11.92
Post Top	100	40	11.89	
Post Top	150	59	12.33	
Cut Off	100	40	8.78	
Cut Off	250	103	11.87	
Cut Off	400	167	13.16	
Mercury Vapor (MV)				
Standard	100	43	6.18 <sup>1</sup>	<b></b>
Standard	175	72	6.67 <sup>2</sup>	
Standard	400	158	9.75 <sup>2</sup>	-
Post Top	175	72	12.472	-
Metal Halide (MH)				
Standard	250	100		8.74
Standard	400	158		9.49
Standard	100	378	••	11.87

<sup>&</sup>lt;sup>1</sup>No new installations after October 1, 1982.

(Continued on Sheet No. 41-2D)

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<sup>&</sup>lt;sup>2</sup>No new installations after May 21, 1992.

# SCHEDULE OAD - AL (Open Access Distribution - Private Area Lighting Service)

### Other Equipment

When other new facilities are to be installed by the Company, in addition to the above monthly charge, the customer shall pay in advance the installation cost of such new overhead facilities extending from the nearest or most suitable pole of the Company to the point designated by the customer for the installation of said lamp. In lieu of such payment of the installation cost, for the following facilities, the customer may pay:

		Rate Per Month
		(\$)
1.	For each additional wood pole	2.30
2.	For each aluminum pole	12.60
3.	For each fiberglass pole	18.80
4.	For each additional 150 foot overhead wire span or part thereof	0.75
5.	For mounting other than standard bracket:	
1	8 foot mastarm	0.60
	12 foot mastarm	1.05
	16 foot mastarm	1.40
	20 foot mastarm	2.45
6.	For each additional riser pole connection	3.70
7.	For each underground wire lateral not over 50 feet	1.10
8.	The Company may require the customer to pay for or furnish duct	
	under pavements or adverse soil conditions should this be	
	necessary for initial installation or due to paving over	-
	underground feed after placement.	

## **Transmission Service**

Transmission service for customers served under this schedule will be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with the Federal Energy Regulatory Commission and as specified in the Company's Terms and Conditions of Open Access Distribution Service.

## Billing Options

The customer has the option of selecting the Company and/or an alternative supplier for billing services. Such services provided to the customer by an alternative supplier must be arranged through the CRES Provider who provides energy services to the customer.

1. A provider of consolidated billing must be registered with the Company as a qualified Billing Agent (BA) as specified in the Company's Supplier Terms and Conditions of Service. The BA shall then provide to the customer a consolidated monthly bill specifying the supplier and charges for generation, transmission, distribution and other services. Unless the customer chooses a BA to provide a consolidated bill, or the customer's CRES Provider has made arrangements with the Company to provide a Company-issued consolidated bill, the Company will provide a separate billing for distribution services under the provisions of this schedule.

(Continued on Sheet No. 41-3D)

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# SCHEDULE OAD - AL (Open Access Distribution - Private Area Lighting Service)

## **Delayed Payment Charge**

- 1. For non-residential customers, bills from the Company are due and payable in full by mail, checkless payment plan, electronic payment plan, or at an authorized payment agent of the Company within 15 days after the mailing of the bill. On all accounts not so paid, an additional charge of five percent (5%) of the total amount billed will be made. Federal, state, county, township and municipal governments and public school systems not served under special contract are subject to the Public Authority Delayed Payment provision, Supplement No. 21.
- Should a partial payment be made in lieu of the total payment of the amount owed to the Company, the payment provisions of this schedule shall apply. If a partial payment is made, such partial payment shall be applied to the various portions of the customer's bill in the following order: (a) past due distribution, Standard Offer Service generation and transmission charges, (b) past due CRES Provider charges, (c) current CRES Provider charges, (d) current distribution, Standard Offer Service generation and transmission charges, and (e) other past due and current non-regulated charges.
- 3. If the BA fails to provide payment to the Company by the date of the next monthly bill, the Company will thereafter directly bill the customer for distribution service. In addition, the financial instrument, as specified in the Supplier Terms and Conditions of Service, will be forfeited to the extent necessary to cover bills due and payable to the Company. Any remaining unpaid amounts and associated fees are the responsibility of the customer.

#### Applicable Riders

Monthly charges computed under this schedule shall be adjusted in accordance with the following applicable Riders:

Title	Sheet No.
OAD - Universal Service Fund Rider	60-1D
OAD - Energy Efficiency Fund Rider	61-1D
OAD - KWH Tax Rider	62-1D
OAD - Gross Receipts Tax Credit Rider	63-1D
OAD - Municipal Income Tax Rider	65-1D
OAD - Franchise Tax Rider	66-1D
OAD - Regulatory Asset Charge Rider	67-1D
OAD - Provider of Last Resort Charge Rider	69-1D
OAD - Monongahela Power Litigation Termination Rider	73-1D

## Ownership of Facilities

All facilities necessary for service including fixtures, controls, poles, transformers, secondaries, lamps and other appurtenances shall be owned and maintained by the Company. All service and necessary maintenance will be performed only during regular scheduled working hours of the Company.

# Hours of Lighting

Dusk to dawn lighting shall be provided, approximately 4,000 hours per annum.

(Continued on Sheet No. 41-4D)

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## COLUMBUS SOUTHERN POWER COMPANY

## P.U.C.O. NO. 6

# SCHEDULE OAD - AL (Open Access Distribution - Private Area Lighting Service)

### **Term of Contract**

Contracts under this schedule will ordinarily be made for an initial term of one year with selfrenewal provisions for successive terms of one year until either party shall give at least 60 days' notice to the other of the intention to discontinue service at the end of any term. The Company may, at its option, require a longer initial term of contract to fulfill the terms and conditions of service and/or in order to protect the Company's ability to recover its investment of costs over a reasonable period of time.

# Special Terms and Conditions

This schedule is subject to the Company's Terms and Conditions of Open Access Distribution Service.

Rates contained herein are based upon continuous use of facilities and are not applicable to seasonal use.

Customers with cogeneration, small power production facilities, and/or other on-site sources of electrical energy supply shall take any required distribution service under Schedule OAD - SBS or Schedule OAD - NEMS.

Filed pursuant to Order dated November 29, 2005 in Case No. 04-169-EL-UNC

Issued: December 21, 2005

Issued by Kevin E. Walker, President AEP Ohio Effective: Cycle 1 January 2006

## SCHEDULE OAD - PA (Open Access Distribution - Pole Attachment)

### Availability of Service

Available to any person or entity, other than a Public Utility, who has obtained, under law, any necessary public or private authorization and permission to construct and maintain attachments such as wire, cable, facility or other apparatus to the Company's poles, pedestals, or to place same in the Company's conduit duct space, so long as those attachments do not interfere, obstruct, or delay the service and operation of the Company or create a hazard to safety.

## Rates and Charges

The following distribution rates and charges shall apply to each pole of the Company, if any portion of it is occupied by or reserved for the customer's attachments.

Initial Contact Fee.....\$1.25 per pole

To cover the cost to the Company not separately accounted for in processing the application for each initial contact, but no such initial contact fee shall be required if the customer has previously paid an initial contact fee with respect to such pole location.

Billing for Initial Contact Fee will be rendered on the annual billing date each year for all accumulated initial contacts from the preceding year.

### Annual Attachment Charge:

A. CATV and All Others......\$2.98 per pole per year

For each additional attachment made during the current rental year, as authorized and pursuant to the terms and conditions of the agreement as required herein, the annual charge shall be billed on the next annual billing date using the previous year's rate, and shall be computed on the assumption that all attachments made during the contract year were on the pole for one-half the year and the annual charge shall be prorated accordingly.

If the customer has notified the Company of the abandonment by customer of any poles during the contract year, such poles shall be deemed to have been used for one-half of the year and an appropriate credit shall be given.

Billing of annual charges will be rendered in advance annually on each agreement's annual billing date and will be the rate in effect at the time of billing. In addition, the Company shall bill the customer for the prorated portion of any rate increase granted during the contract year.

## Applicable Riders

Charges computed under this schedule shall be adjusted in accordance with the Gross Receipts Tax Credit Rider, Sheet No. 63-1D.

(Continued on Sheet No. 43-2D)

Filed pursuant to Order dated November 29, 2005 in Case No. 04-169-EL-UNC

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## SCHEDULE OAD - PA (Open Access Distribution - Pole Attachment)

### Special Charges

Customer shall reimburse the Company for all non-recurring expenses caused by or attributable to Customer's attachments.

All charges for inspection, installation, removal, replacement or rearrangement work necessary to facilitate the Customer's attachments and requirements shall be based on the full cost and expense to the Company in performing such work. The charges shall be determined in accordance with the normal and customer methods used by the Company in determining such cost.

Billings for special charges shall be rendered as the work is performed. Company may require advance payment of special charges before any work is initiated.

The Company reserves the right to waive any portion of the charges under this schedule applicable to non-profit entities, rural electric cooperatives and Political Subdivisions of the State of Ohio.

## **Payments**

Bills are due and payable in full by mail, checkless payment plan, electronic payment plan, or at an authorized payment agent of the Company, within 30 days from the date the bill is issued by the Company. On bills not so paid, the customer shall pay a one-time charge of 5% of the unpaid balance.

### Contracts

Pole attachments shall be allowed only upon signing by the Company and the customer of a written Agreement making reference to this schedule, and upon the approval by the Company of a written application submitted by customer requesting permission to contact specific poles.

## Term of Contract

Agreements executed with reference to this schedule shall continue in force until terminated by either party giving to the other prior written notice as prescribed in said agreements. No such termination, however, shall reduce or eliminate the obligation of the customer to make payments of any amounts due to Company for any services covered by this schedule, and shall not waive charges for any attachment until said attachment is removed from the pole to which it is attached.

Should the customer not place attachments or reserve space on the Company's poles in any portion of the area covered by the agreement within six months of its effective date, the Company may, at its option, terminate the Agreement.

## Special Terms and Conditions

Terms and conditions of service for this schedule shall be pursuant to any Agreement existing between the Company and the customer on July 1, 1981. In the event that no such Agreement existed, then the terms and conditions of service shall be in accordance with the Company's standard Agreement and this schedule.

Filed pursuant to Order dated November 29, 2005 in Case No. 04-169-EL-UNC

Issued: December 21, 2005

Effective: Cycle 1 January 2006

# SUPPLEMENT NO. 6 (Applicable to all territory served by the Company)

#### **Applicability**

Applicable to industrial customers whenever the furnishing of distribution service to such customers requires the Company to provide additional facilities and the anticipated distribution revenues, with due consideration of the character of such service (whether temporary or permanent) and the nature of the customer's business, will not justify the cost of providing such additional facilities and of removing the same on termination of service.

#### **Definitions**

The term "additional facilities" shall mean and include all additional property and equipment required to be provided, constructed or installed to adequately serve the customer, including transmission and distribution voltage lines, substations, transformers, switching and metering equipment and service connections, whether located on or off the customer's property.

The term "estimated net cost of providing additional facilities" shall mean and include the cost of labor and materials directly chargeable to and necessary in providing the additional facilities and the cost of removing the same on termination of service, the cost of all rights of way, tree trimming rights, highway permits, and all other elements of actual cost properly chargeable thereto, less the estimated net salvage value of the additional facilities.

#### **Deposit**

The customer shall deposit with the Company in advance an amount in cash equal to the estimated net cost of providing and removing the additional facilities required to be constructed to adequately serve the customer, which deposit shall be held without interest and refunded as hereinafter provided.

All determinations as to the additional facilities required, the estimated net cost of providing the same and the estimated net salvage value thereof shall be made by the Company and submitted to the customer, and shall be subject to change until accepted.

## Contract for Service

The Company shall not be required to provide such additional facilities or furnish such service until the customer has entered into a contract with the Company for service and has made the necessary deposit.

Upon execution of the contract and receipt of the deposit, the Company will undertake to obtain all material, to secure the necessary rights of way and make every effort to speedily complete the work of providing such additional facilities.

(Continued on Sheet No. 50-2D)

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Effective: Cycle 1 January 2006

# SUPPLEMENT NO. 6 (Applicable to all territory served by the Company)

### Refund of Deposit

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

Monthly bills shall be computed by the Company in accordance with the terms and conditions of the open access distribution schedule referred to in the service contract and, in consideration of the deposit, customer shall be entitled to receive, on each monthly bill which exceeds an amount equal to \$1.00 per KW (KVA) of the KW (KVA) capacity reserved and contracted for in the service contract, a credit equal to 20% of such excess, provided, however, that where the deposit is for the purpose of furnishing service to an existing customer at an increased delivery capacity, the credit shall be computed on the additional capacity contracted for and that portion of the monthly bill which exceeds the average of the monthly bills rendered the customer in the twelve month period immediately preceding the change in capacity instead of the total capacity contracted for and the total bill.

## **Termination**

Should the customer for any reason terminate the service contract or cease taking distribution service before the deposit credited in the manner herein above provided shall have been completely absorbed, or, in event the deposit shall not have been completely absorbed at the end of five years, the unrefunded balance shall vest in and belong absolutely to the Company.

Should the customer for any reason terminate the arrangement after the deposit has been made but before the additional facilities have been provided and service made available, written notice thereof shall be given to the Company. Upon receipt of such notice, the Company, as soon as practical thereafter, shall suspend all operations incident to providing such additional facilities and shall prepare a statement of the cost and expense actually incurred. The amount of such cost and expense shall be deducted from the deposit and retained by the Company and the balance, if any, refunded to the customer.

### Ownership of Facilities

All facilities provided by the Company hereunder shall be and remain the property of the Company, irrespective of any deposit made by the customer.

Filed pursuant to Order dated November 29, 2005 in Case No. 04-169-EL-UNC

Issued: December 21, 2005

Issued by
Kevin E. Walker, President
AEP Ohio

Effective: Cycle 1 January 2006

# SUPPLEMENT NO. 6A (Applicable to all territory served by the Company)

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

#### **Applicability**

Applicable to trailer parks and similar commercial enterprises whenever the furnishing of distribution service to such customers requires the Company to provide additional facilities and the anticipated revenues, with due consideration of the character of such service (whether temporary or permanent) and the nature of the customer's business, will not justify the cost of providing such additional facilities and of removing the same on termination of service.

#### **Definitions**

The term "additional facilities" shall mean and include all additional property and equipment required to be provided, constructed or installed to adequately serve the customer, including transmission and distribution voltage lines, substations, transformers, switching and metering equipment and service connections, whether located on or off the customer's property.

The term "estimated net cost of providing additional facilities" shall mean and include the cost of labor and materials directly chargeable to and necessary in providing the additional facilities and the cost of removing the same on termination of service, the cost of all rights of way, tree trimming rights, highway permits, and all other elements of actual cost properly chargeable thereto, less the estimated net salvage value of the additional facilities.

### **Deposit**

The customer shall deposit with the Company in advance an amount in cash equal to the estimated net cost of providing and removing the additional facilities required to be constructed to adequately serve the customer, which deposit shall be held without interest and refunded as hereinafter provided.

All determinations as to the additional facilities required, the estimated net cost of providing the same and the estimated net salvage value thereof shall be made by the Company and submitted to the customer, and shall be subject to change until accepted.

### Contract for Service

The Company shall not be required to provide such additional facilities or furnish such service until the customer has entered into a contract with the Company for service and has made the necessary deposit.

Upon execution of the contract and receipt of the deposit, the Company will undertake to obtain all material, to secure the necessary rights of way and make every effort to speedily complete the work of providing such additional facilities.

(Continued on Sheet No. 51-2D)

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# SUPPLEMENT NO. 6A (Applicable to all territory served by the Company)

### Refund of Deposit

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

An amount equal to 10% of the distribution revenue derived from the facilities installed for such deposit shall be refunded each year for a period not to exceed ten years or until such deposit shall be completely returned, whichever shall occur first.

## **Termination**

Should the customer for any reason terminate the service contract or cease taking electric service before the deposit credited in the manner herein above provided shall have been completely absorbed, or, in event the deposit shall not have been completely absorbed at the end of five years, the unrefunded balance shall vest in and belong absolutely to the Company.

Should the customer for any reason terminate the arrangement after the deposit has been made but before the additional facilities have been provided and service made available, written notice thereof shall be given to the Company. Upon receipt of such notice, the Company, as soon as practical thereafter, shall suspend all operations incident to providing such additional facilities and shall prepare a statement of the cost and expense actually incurred. The amount of such cost and expense shall be deducted from the deposit and retained by the Company and the balance, if any, refunded to the customer.

## Ownership of Facilities

All facilities provided by the Company hereunder shall be and remain the property of the Company, irrespective of any deposit made by the customer.

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Issued: December 21, 2005

Issued by Kevin E. Walker, President AEP Ohio Effective: Cycle 1 January 2006

# SUPPLEMENT NO. 21 (Public Authority-Delayed Payment)

### <u>Availability</u>

Available to federal, state, county, township and municipal governments and public school systems who request and receive generation service from a qualified CRES Provider. The provisions of this supplement apply only to charges from the Company for distribution service.

## **Delayed Payment Charge**

Provisions relating to delayed payment charges in the applicable general service open access distribution schedules shall be waived for customers in this category and the following Delayed Payment Provision shall be used.

### **Delayed Payment Provision**

- Bills from the Company are due and payable in full by mail, checkless payment plan, electronic payment plan, or at an authorized payment agent of the Company. If bill payment is not received by the Company in its offices on or before the specified payment date which is the Company's next scheduled meter reading date, which in no case shall be less than 15 days from the mailing date of the bill, whether actual or estimated, an additional amount equal to 1.5% (one and one-half percent) of the unpaid balance, will become due and payable as part of the customer's total obligation. In no event shall the above delayed payment provision of 1.5% be applied to the same unpaid balance for more than three (3) consecutive months (or exceed 5.0% on any single month's bill for electric consumption that the delayed payment provision has been applied). Also, the amount of the delayed payment provision shall not be less than twenty-five cents (25¢) each month. This provision is not applicable to unpaid account balances existing on the effective date of the Supplement pursuant to Case No. 84-486-EL-ATA.
- Should a partial payment be made in fleu of the total payment of the amount owed to the Company, the payment provisions of this schedule shall apply. If a partial payment is made, such partial payment shall be applied to the various portions of the customer's bill in the following order: (a) past due distribution, Standard Offer Service generation and transmission charges, (b) past due CRES Provider charges, (c) current CRES Provider charges, (d) current distribution, Standard Offer Service generation and transmission charges, and (e) other past due and current non-regulated charges.
- 3. If the BA fails to provide payment to the Company by the date of the next monthly bill, the Company will thereafter directly bill the customer for distribution service. In addition, the financial instrument as specified in the Supplier Terms and Conditions of Service will be forfeited to the extent necessary to cover bills due and payable to the Company. Any remaining unpaid amounts and associated fees are the responsibility of the customer.

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## COLUMBUS SOUTHERN POWER COMPANY

Original Sheet No. 60-1D

P.U.C.O. NO. 6

OAD – UNIVERSAL SERVICE FUND RIDER (Open Access Distribution – Universal Service Fund Rider)

Effective Cycle 1 January, 2005, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Universal Service Fund charge of 0.07228 ¢/KWH for the first 833,000 KWH consumed each month and 0.01830¢/KWH for all KWH consumed each month in excess of 833,000 KWH.

Filed pursuant to Order dated December 14, 2005 in Case No. 05-717-EL-UNC

Issued: December 21, 2005

Effective: Cycle 1 January 2006

OAD -ENERGY EFFICIENCY FUND RIDER (Open Access Distribution – Energy Efficiency Fund Rider)

Effective Cycle 1 January 2006, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Energy Efficiency Fund charge of \$0.0895 per customer bill per month.

This Rider shall remain in effect until the earlier of December 31, 2010 or notification by the Ohio Department of Development as required by Section 4928.61, Ohio Revised Code.

Filed pursuant to Order dated December 14, 2005 in Case No. 05-1463-EL-UNC

Issued: December 21, 2005

Issued by Kevin E. Walker, President Effective: Cycle 1 January 2006

AEP Ohio

# COLUMBUS SOUTHERN POWER COMPANY

#### P.U.C.O. NO. 6

# OAD - KWH TAX RIDER (Open Access Distribution - KWH Tax Rider)

Effective May 1, 2001, all customer bills subject to the provision of this Rider, including any bills rendered under special contract, shall be adjusted by the KWH Tax charge per KWH as follows:

For the first 2,000 KWH used per month	0.465 ¢/KWH
For the next 13,000 KWH used per month	0.419 ¢/KWH
For all KWH used in excess of 15,000 KWH per month	0.363 ¢/KWH

Commercial and industrial customers that consumed, over the course of the previous calendar year, or that estimate that they will consume in the current year, more than 45,000,000 KWH may elect to self-assess the KWH Tax at the rate of 0.075¢/KWH plus four percent (4%) of the total price of electricity delivered by the Company. Payment of the tax will be made directly to the Treasurer of the State of Ohio in accordance with Divisions (A)(4) and (5) of Section 5727.82, Ohio Revised Code.

This Rider shall not apply to federal government accounts.

Filed pursuant to Order dated November 29, 2005 in Case No. 04-169-EL-UNC

Issued: December 21, 2005

Issued by Kevin E. Walker, President AEP Ohio Effective: Cycle 1 January 2006

# **COLUMBUS SOUTHERN POWER COMPANY**

# P.U.C.O. NO. 6

OAD - GROSS RECEIPTS TAX CREDIT RIDER (Open Access Distribution - Gross Receipts Tax Credit Rider)

Effective May 1, 2001, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Gross Receipts Tax Credit of 4.87829% of the customer's charges under the Company's Open Access Distribution Schedules, excluding charges under any applicable Riders.

This Rider shall not apply to federal government accounts.

Filed pursuant to Order dated November 29, 2005 in Case No. 04-169-EL-UNC

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Effective: Cycle 1 January 2006 Issued by

Kevin E. Walker, President AEP Ohio

# **COLUMBUS SOUTHERN POWER COMPANY**

Original Sheet No. 65-1D

P.U.C.O. NO. 6

OAD - MUNICIPAL INCOME TAX RIDER (Open Access Distribution - Municipal Income Tax Rider)

Effective January 1, 2002, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Municipal Income Tax charge of  $0.00436 \, \text{e/KWH}$ .

Filed pursuant to Order dated November 29, 2005 in Case No. 04-169-EL-UNC

Issued: December 21, 2005

Effective: Cycle 1 January 2006

OAD - FRANCHISE TAX RIDER (Open Access Distribution - Franchise Tax Rider)

Effective January 1, 2002, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Franchise Tax charge of  $0.03369 \, \text{e/KWH}$ .

Filed pursuant to Order dated November 29, 2005 in Case No. 04-169-EL-UNC

Issued: December 21, 2005

Effective: Cycle 1 January 2006

# OAD – REGULATORY ASSET CHARGE RIDER (Open Access Distribution – Regulatory Asset Charge Rider)

Effective Cycle 1 January 2006, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Regulatory Asset Charge per KWH as follows:

Schedule	¢/KWH
OAD - RS	0.29829
OAD - GS-1	0.26146
OAD - GS-2	0.26850
OAD - G\$-3	0.21573
OAD - GS-4	0.18722
OAD - SBS	0.22183
OAD - SL	0.12442
OAD - AL	0.11420

This Rider shall remain in effect through the last billing cycle of December 2008.

Filed pursuant to Order dated November 29, 2005 in Case No. 04-169-E1-UNC

Issued: December 21, 2005

Effective: Cycle 1 January 2006

OAD - PROVIDER OF LAST RESORT CHARGE RIDER (Open Access Distribution – Provider of Last Resort Charge Rider)

Effective Cycle 1 January 2006, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Provider of Last Resort Charge per KWH as follows:

Schedule	¢/KWH
OAD - RS	0.08192
OAD - GS - 1	0.07042
OAD - GS - 2	0.07177
OAD - GS - 3	0.05557
OAD - GS - 4	0.04711
OAD - SBS	0.05747
OAD - SL	0.02674
OAD – AL	0.02346

This Rider shall remain in effect through the last billing cycle of December 2008.

Filed pursuant to Order dated November 29, 2005 in Case No. 04-169-EL-UNC

Issued: December 21, 2005

Effective: Cycle 1 January 2006 Issued by Kevin E. Walker, President

AEP Ohio

# **ELECTRONIC TRANSFER RIDER**

For any General Service customer who agrees to make payments to the Company by electronic transfer, the 21 days provision in the Delayed Payment Charge in the General Service tariffs shall be modified to 22 days. If the 22<sup>nd</sup> day falls upon a weekend or the legal holidays of New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, the payment must be received by the next business day to avoid the Delayed Payment Charge. In no event shall this Rider apply to Supplement No. 21.

Filed pursuant to Order dated November 29, 2005 in Case No. 04-169-EL-UNC

Issued: December 21, 2005

Effective: Cycle 1 January 2006

OAD - MONONGAHELA POWER LITIGATION TERMINATION RIDER (Open Access Distribution - Monongahela Power Litigation Termination Rider)

Effective Cycle 1 January 2006, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Monongahela Power Litigation Termination Rider of 0.01229¢ per KWH. This temporary Rider shall remain in effect until the amounts authorized by the Commission in Case No. 05-765-EL-UNC have been collected.

Filed pursuant to Order dated December 21, 2005 in Case No. 05-765-EL-UNC

Issued: December 21, 2005

Effective: January 1, 2006 Issued by

## **EMERGENCY ELECTRICAL PROCEDURES**

#### [A] GENERAL

Emergency electrical procedures may be necessary if there is a shortage in electric power or energy to meet the demands of customers in the electric service area of Columbus Southern Power Company (CSP or Company). Should such emergency procedure become necessary, the Company shall advise promptly the Public Utilities Commission of Ohio (Commission) of the nature, time, and duration of all implemented emergency conditions and procedures which affect normal service to customers.

Each year, prior to March 1st, the Company will apprise the public of the state of electricity supply in its service area.

As appropriate, and dependent on the nature of the anticipated or occurring emergency, the Company shall initiate the following procedures.

#### [B] <u>EMERGENCY PROCEDURES DURING DECLINING SYSTEM FREQUENCY</u>

#### Introduction

Precautionary procedures are required to meet emergency conditions such as system separation and operation at subnormal frequency. In addition, the coordination of these emergency procedures with neighboring companies is essential. The AEP program, which is in accordance with ECAR Document 3, is noted below.

#### **Procedures**

From 60.0-59.8 Hz to the extent practicable utilize all operating and emergency reserves.
The manner of utilization of these reserves will depend greatly on the behavior of the
System during the emergency. For rapid frequency decline, only that capacity on-line and
automatically responsive to frequency (spinning reserve), and such items as interconnection
assistance and load reductions by automatic means are of assistance in arresting the
decline in frequency.

If the frequency decline is gradual, the system operators, particularly in the deficient area, should invoke non-automatic procedures involving operating and emergency reserves. These efforts should continue until the frequency decline is arrested or until automatic load-shedding devices operate at subnormal frequencies.

- At 59.8 Hz trip automatic load-frequency control system at SCC and at the power plants. (Also trip at 60.2 Hz.)
- 3. At 59.8 Hz notify interruptible customers to drop loads.
- At 59.5 Hz automatically shed 3-1/3% of System internal load, excluding interruptibles, by relay action.
- At 59.4 Hz automatically shed an additional 3-1/3% of System internal load, excluding interruptibles, by relay action.

(Continued on Sheet No. 90-2D)

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## **EMERGENCY ELECTRICAL PROCEDURES**

- At 59.3 Hz automatically shed an additional 3-1/3% of System internal load, excluding interruptibles, by relay action.
- At 59.1 Hz automatically shed an additional 5% of System internal load, excluding interruptibles, by relay action.
- At 59.0 Hz automatically shed an additional 5% of System internal load, excluding interruptibles, by relay action.
- At 58.9 Hz automatically shed an additional 5% of System internal load, excluding interruptibles, by relay action.
- 10. At 58.2 Hz automatically trip the D.C. Cook Nuclear Units 1 and 2.
- 11. At 58.0 isolate generating units without time delay.

If at any time in the above procedure the decline in area frequency is arrested below 59.0 Hz, that part of the System in the low frequency area should shed an additional 10% of its initial load. If, after five minutes, this action has not returned the area frequency to 59.0 Hz or above, that part of the System shall shed an additional 10% of its remaining load and continue to repeat in five-minute intervals until 59.0 Hz is reached. These steps must be completed within the time constraints imposed upon the operation of generating units.

#### [C] CAPACITY EMERGENCY CONTROL PROGRAM

# Introduction

A capacity deficiency exists on the AEP System when AEP cannot meet its internal load obligations and its reliability reserve requirements by use of its own generation or purchases from interconnections.

When a capacity deficiency exists on the AEP System that requires the use of emergency resources, they shall be utilized – to the extent needed and feasible – in the sequence indicated as follows. If it is anticipated that Steps 8, 11 and 13 may be required, a Voltage Reduction Alert, a Voluntary Load Curtailment Alert, and a Mandatory Load Curtailment Alert will be issued by the System Control Center (SCC) giving as much advance notice as possible.

The emergency capacity resources for meeting load, together with the priority order of use and the method of communication, are presented below:

#### Definitions

The definitions associated with the emergency capacity resources are provided below:

(Continued on Sheet No. 90-3D)
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## **EMERGENCY ELECTRICAL PROCEDURES**

#### 1. Interruptible Loads

Interruptible Loads are defined as customer loads served under tariffs that provide for the curtailment and interruption of such loads as a condition of service. Such loads are included in Step 1 of the Capacity Deficiency Procedure. In the event of a shortage of generating capacity on the AEP System that cannot be alleviated from sources of generation on neighboring systems, Interruptible Loads shall be curtailed or interrupted at the direction of the AEP SCC under the conditions defined below:

- a. To arrest a decline in system frequency caused by AEP generation deficiency and to attempt to restore Area Control Error to zero following the sudden loss of generation if available spinning reserve is insufficient to do so. Partial or full service shall be restored to Interruptible Loads as soon as (1) sufficient amounts of replacement energy are made available and delivered by interconnected electric utility systems, or (2) system generation is able to match system load requirements.
- b. To arrest declining system frequency caused by AEP generation deficiency and to attempt to restore Area Control Error to zero during periods of shortage of generating capacity on the AEP System that cannot be alleviated from sources of generation on interconnected electric utility systems as provided in the Capacity Deficiency Procedure.
- To arrest declining system frequency when the entire interconnected system is critically short of generating capacity.
- d. To conserve fuel during a period of severe coal shortage as provided in the Energy Emergency Control Program.

In addition to the above-described specific purposes, Interruptible Loads shall be curtailed or interrupted at any time and for periods of time as deemed necessary by the SCC to maintain the integrity of the AEP System.

# 2. Supplementary Oil and Gas Firing

The use of oil and gas firing to regain lost generation that has occurred due to curtailments caused solely from loss of coal firing capability. Larger orifice plates in the oil lighter tips are required. If the unit is at full load (wide-open valves), no additional capacity is available.

## 3. Operate Generator Peakers

Additional capacity is available at Conesville (7.5 MW), Rockport (5 MW) and Groveport (1.5 MW) by operating diesel-generation sets located at the respective sites. Also, additional capability is available from the gas-turbine set at 1 Riverside Plaza (2.5 MW).

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#### 4. Emergency Hydro

Additional Hydro Plant Capability is provided by operating with 100 percent turbine gate openings at Leesville, Claytor, Byllesby, Buck, and Reusens. Extreme caution must be used, as operating in this manner could result in seriously lowering the elevations of the reservoirs too rapidly and creating other problems. Existing lake levels and actual flows will dictate the duration of availability.

# 5. Curtailment of Generating Plant Use

The curtailment of generating plant use is brought about by limiting the operation of noncritical plant activities. This would usually consist of the curtailment of coal handling, the shutting down of the machine shop to the extent practical, and the curtailment of lighting or air conditioning load. Plant management has the responsibility to determine what noncritical plant activities may be limited or stopped.

#### 6. Curtailment of Non-Essential Building Load

This step pertains to the office and commercial buildings of the AEP System and primarily represents the lighting and air conditioning or heating load.

# 7. Extra Load Capability of Generating Units

The utilization of overpressure and/or the removal of feedwater heaters results in additional capability that may be utilized for limited daily periods, depending on unit condition and frequency of use.

# 8. Voltage Reduction (DOE Report Required)

The voltage on the transmission and subtransmission system shall not be affected. The general approach is to lower the voltage at distribution stations that have automatic bus voltage regulators or feeder regulators. The full effect of the voltage reduction program is not instantaneous, but depends upon time required for the dispatching of personnel to implement the program.

This voltage reduction involves a three (3) volt reduction, corresponding to a two and one-half percent voltage reduction and an estimated two percent drop in load.

#### 9. Curtailment of Short-Term Deliveries

The curtailment of short-term deliveries supplied from AEP generation involves the termination of deliveries in this classification, except to those systems that are delivering equivalent energy to AEP.

# 10. Emergency Curtailable Service (DOE Report Required)

Emergency Curtailable Service customers are those taking firm service with an on-peak curtailable demand of not less than 3 MW, who contract with AEP to be compensated for KWH curtailed for capacity deficiency. When requested to curtail by the SCC, the customer must curtail their load within thirty minutes. The amount of curtailable MWs available for this step will vary.

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- Voluntary Load Curtailment (DOE Report Required)
   In cases of sudden emergencies, it may be necessary to utilize Step 13 even before this step is fully implemented.
  - a. Radio and television alert to the general public to reduce all non-essential load, far enough in advance of need to be effective at the time that 11.c below is effective.
  - b. Load relief utilizing voluntary industrial curtailment program. Under this program industrial and wholesale customers and coal mine preparation plants are requested to curtail all non-essential power usage. This program is to be utilized when it becomes known in advance that power commitments on the AEP System cannot be carried by utilizing all emergency capacity resources and all available assistance from the interconnections. The SCC will initiate the program to contact designated customers through Business Services personnel.
  - Municipal and REMC customers will be requested to reduce their demand on the AEP System by as much as possible through appeals for voluntary reduction.
- 12. Extended Capability and Internal Load Curtailment
  - a. Concurrent with Step 11, request extended load operation from the 800 MW G.E. units, Amos 1 and 2, Big Sandy 2, Mitchell 2, and from both Rockport units. The amount of MWs that will be available will depend on the ambient temperature (approximately 50-105 MWs).
  - b. Concurrent with Step 11, contact and inform Fuel Supply of the System Load situation. Approximately 50 to 75 MW in load reduction is available with all mines and prep plants shut down during peak load periods.
  - c. Concurrent with Step 11, contact OVEC/IKEC and ask if the Piketon enrichment plant can reduce load. Also ask that the OVEC/IKEC plants curtail all generating units' non-essential loads. OVEC/IKEC should be able to reduce load by 75 MW.
  - d. Concurrent with Step 11, contact the Environmental Services Air Quality Section Manager or assigned Air Section Engineer and obtain approval to allow West Virginia plants to exceed opacity limits to get additional curtailed load or extended load. When approved, contact the applicable plants that need an opacity variance and inform them of the new emergency opacity limit.
  - e. Concurrent with Step 11, contact the Environmental Services Air Quality Section Manager or assigned Air Section Engineer and obtain approval to exceed heat input limits for the Tanners Creek plant while Step 11 is in effect. Information regarding maximum heat input for each day, during the variance period, will need to be gathered. Verify with the Environmental Services Air Quality Section Manager the exact information that will be needed. Contact the plant when the variance is approved.

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- 13. Mandatory Load Curtailment (DOE Report Required)
  - Limited term and firm deliveries supplied by AEP generation to systems, pools, or Century Aluminum not delivering equivalent energy to AEP will be curtailed previous to manually curtailing AEP distribution feeders.
  - b. Under this program distribution feeders can be manually interrupted upon order of the SCC. This order may be given under conditions of extreme capacity deficiency and declining frequency. In case of a sudden deterioration of frequency or overloaded ties, it may be necessary to start this step before all of the preceding steps are utilized or are fully effective. The order to interrupt will specify the amount of load or number of blocks in the Mandatory Load Curtailment Program that Transmission Operations needs to interrupt in each step. The periods of interruption will be approximately 15 minutes. During the circuit rotation the circuits in one step will be opened before previously opened ones are reclosed.

Interruption of distribution feeders will normally be done on a rotational basis to minimize cold load pickup problems and to minimize interruption to facilities that are essential to public health and safety.

In order to keep the Mandatory Load Shedding program as simple as possible, the circuits are divided into Groups A and Groups B. In addition, a number of blocks of circuits are divided up within each group; except for the Columbus Region, and the Southern Transmission Region which are set up under one supervisory control block and controlled by computer programs. There are six blocks per group with approximately 200 MWs per block. The SCC will advise Transmission Operations of a target load they want to shed. The number of blocks will then be evaluated, along with the supervisory controlled block, and the stations identified by the TDC's that need to be manned.

The circuit rotation will be done on a 15-minute rotation to minimize cold load or hot load pickup problems. The Group A circuits will be dropped on the HR:00 through HR:15 and HR:30 through HR:45. The Group B circuits will be dropped on the HR:15 through HR:30 and HR:45 through HR:00.

14. Termination of Capacity Emergency

The implementation of an Emergency Capacity resources condition that does not reach the voluntary load curtailment step indicated under Step 11 may be terminated by the Company at any time. However, any condition involving voluntary and/or mandatory load curtailments, Steps 11 or 13 shall be terminated on an AEP System-wide basis, upon notice to the Commissions, when the capacity emergency has eased sufficiently to permit substantially normal operations by the Company.

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## **EMERGENCY ELECTRICAL PROCEDURES**

#### [D] ENERGY EMERGENCY CONTROL PROGRAM

The purpose of this plan is to provide for the reduction of the consumption of electric energy on the American Electric Power Company System in the event of a severe coal shortage, such as might result from a general strike in the coal mines.

In the event of a potential severe coal shortage, such as one resulting from a general coal strike, the following steps will be implemented. These steps will be carried out to the extent permitted by contractual commitments or by order of the regulatory authorities having jurisdiction.

- To be initiated when system fuel supplies are decreased to 70% of normal target days' operation of coal-fired generation and a continued downward trend in coal stock is anticipated;
  - a. Optimize the use of non-coal-fired generation to the extent possible.
  - For individual plants significantly under 70% of normal target days' supply, modify economic dispatching procedures to conserve coal.
  - c. If necessary discontinue all economy sales to neighboring utilities.
  - d. Curtail the use of energy in company offices, plants, etc., over and above the reductions already achieved by current in-house conservation measures.
- To be initiated when system fuel supplies are decreased to 60% of normal target days' operation of coal-fired generation and a continued downward trend in coal stocks is anticipated;
  - Substitute the use of oil for coal, as permitted by plant design, oil storage facilities, and oil availability.
  - b. Discontinue all economy and short term sales to neighboring utilities.
  - c. Limit emergency deliveries to neighboring utilities to situations where regular customers of such utilities would otherwise be dropped or where the receiving utility agrees to return like quantities of energy within 14 days.
  - d. Curtail electric energy consumption by customers on Interruptible contracts to a maximum of 132 hours of use at contract demand per week.
  - e. Purchase energy from neighboring systems to the extent practicable.
  - Purchase energy from industrial customers with generation facilities to the extent practicable.

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- g. Through the use of news media and direct customer contact, appeal to all customers (retail as well as wholesale) to reduce their non-essential use of electric energy as much as possible, in any case by at least 25%.
- h. Reduce voltage around the clock to the extent feasible.
- The company will advise customers of the nature of the mandatory program to be introduced in C below, through direct contact and mass media, and establish an effective means of answering specific customer inquiries concerning the impact of the mandatory program on electricity availability.
- To be initiated in the order indicated below when system fuel supplies are decreased to 50% of normal target days' operation of coal-fired plants and a continued downward trend in coal stocks is anticipated:
  - Discontinue emergency deliveries to neighboring utilities unless the receiving utility agrees to return like quantities of energy within seven days.
  - Request all customers, retail as well as wholesale, to reduce their non-essential use of electric energy by 100%.
  - c. Request, through mass communication media, curtailment by all other customers a minimum of 15% of their electric use. These uses include lighting, air conditioning, heating, manufacturing processes, cooking, refrigeration, clothes washing and drying, and any other loads that can be curtailed.
  - d. All customers will be advised of the mandatory program specified below in D.
- 4. To be initiated when system fuel supplies are decreased to 40% of normal target days' operation of coal-fired generation and a continued downward trend in coal stocks is anticipated:
  - a. Implement procedures for curtailment of service to all customers to a minimum service level that is not greater than that required for protection of human life and safety, protection of physical plant facilities, and employees' security. This step asks for curtailment of the maximum load possible without endangering life, safety and physical facilities.
  - b. All customers will be advised of the mandatory program specified below in E.
- To be initiated when system fuel supplies are decreased to 30% of normal target days' operation of coal-fired generation and a continued downward trend in coal stocks is anticipated:

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Implement procedures for interruption of selected distribution circuits on a rotational basis, while minimizing - to the extent practicable - interruption to facilities that are essential to the public health and safety.

- 6. The Energy Emergency Control Program will be terminated when:
  - a. The AEP System's remaining days of operation of coal-fired generation is at least 40% of normal target days' operation, and
  - b. Coal deliveries have been resumed, and
  - There is reasonable assurance that the AEP System's coal stocks are being restored to adequate levels.

With regard to mandatory curtailments identified in Items C, D, and E above, the Company proposes to monitor compliance after the fact. A customer exceeding his electric allotment would be warned to curtail his usage or face, upon continuing noncompliance and upon one day's actual written notice, disconnection of electric service for the duration of the energy emergency.

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