

# LARGE FILING SEPARATOR SHEET

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TARIFF

## P.U.C.O. NO. 19

**SCHEDULE EHS**  
(Electric Heating Schools)Term of Contract

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

Notwithstanding any contractual requirement for longer than 90 days' notice to discontinue service, customers may elect to take service from a qualified CRES Provider, pursuant to the terms of the applicable Open Access Distribution Schedule, by providing 90 days' written notice to the Company. If upon completion of such 90-day notice period, the customer has not enrolled with a qualified CRES Provider, then the customer must continue to take service under the Company's standard service schedules for a period of not less than twelve (12) consecutive months.

Special Terms and Conditions

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

This schedule shall not apply to individual residences.

Customer may elect to receive service for any individual building of a school complex under the terms of this schedule.

Customers with cogeneration and/or small power production facilities which qualify under Section 210 of the Public Utility Regulatory Policies Act of 1978 shall take service under Schedule COGEN/SPP, Schedule NEMS, or by special agreement with the Company. All other customers having sources of electrical energy supply other than the Company shall take service under Schedule SBS or Schedule NEMS.

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Joseph Hamrock, President  
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P.U.C.O. NO. 19

**SCHEDULE SS  
(School Service)**

THIS SCHEDULE IS IN PROCESS OF ELIMINATION AND IS WITHDRAWN  
EXCEPT FOR THE PRESENT INSTALLATION OF CUSTOMERS RECEIVING  
SERVICE HEREUNDER AT PREMISES SERVED ON THE EFFECTIVE DATE  
HEREOF.

Availability of Service

Available to primary and secondary school, college and university buildings for which the entire electrical requirement is furnished by the Company.

Monthly Rate (Schedule Code 635)

	Generation	Distribution	Total
Customer Charge (\$)	--	31.84	31.84
Energy Charge (¢ per KWH):			
For the first 300 KWH used per month for each 1,000 square feet of enclosed area	2.64892	1.24738	3.89630
For the balance of KWH used per month	2.54064	1.24738	3.78802

Minimum Charge

The minimum monthly charge under this schedule shall be the sum of the customer charge and any applicable riders.

Determination of Enclosed Area

The "enclosed area" of a building for billing purposes under this schedule shall be the total area enclosed by the outside walls of the building. This area shall be determined to the nearest 100 square feet. For multi-story buildings, the "enclosed area" for billing purposes shall be the sum of the enclosed area on each level.

Payment

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 15 days after the mailing of the bill.

Applicable Riders

Monthly Charges computed under this schedule shall be adjusted in accordance with the following applicable riders:

(Continued on Sheet No. 44-2)

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## P.U.C.O. NO. 19

SCHEDULE SS  
(School Service)Applicable Riders (Cont'd)

Rider	Sheet No.
Universal Service Fund Rider	60-1
Advanced Energy Fund Rider	61-1
KWH Tax Rider	62-1
Provider of Last Resort Charge Rider	69-1
Transmission Cost Recovery Rider	75-1
Fuel Adjustment Clause Rider	80-1
Energy Efficiency and Peak Demand Reduction Cost Recovery Rider	81-1
Economic Development Cost Recovery Rider	82-1
Enhanced Service Reliability Rider	83-1

Term of Contract

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

Notwithstanding any contractual requirement for longer than 90 days' notice to discontinue service, customers may elect to take service from a qualified CRES Provider, pursuant to the terms of the applicable Open Access Distribution Schedule, by providing 90 days' written notice to the Company. If upon completion of such 90-day notice period, the customer has not enrolled with a qualified CRES Provider, then the customer must continue to take service under the Company's standard service schedules for a period of not less than twelve (12) consecutive months.

Special Terms and Conditions

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

This schedule shall not apply to individual residences nor to those facilities which normally are not a part of or directly associated with primary and secondary school, college and university functions.

Customer shall furnish Company upon request information necessary to determine the enclosed area of a building or buildings to be used for billing purposes hereunder.

Customers with cogeneration and/or small power production facilities which qualify under Section 210 of the Public Utility Regulatory Policies Act of 1978 shall take service under Schedule COGEN/SPP, Schedule NEMS, or by special agreement with the Company. All other customers having sources of electrical energy supply other than the Company shall take service under Schedule SBS or Schedule NEMS.

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SCHEDULE PA  
(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 ..... \$1.19 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 an annual basis on July 1st of each year for all accumulated initial contacts from the preceding year.

## Annual Attachment Charge:

- A. Any person or entity, other than a Public Utility,  
a Rural Cooperative Electric Company or Electric  
Light Company Operated by a Municipality ..... \$3.72 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. The full attachment charge shall be payable for any pole occupied or reserved at any time during the rental year.

If the customer wishes to abandon an attachment during a rental year, notification should be made to the Company which will reduce the total number of rental contacts accordingly for the next annual rental billing.

Billing of annual charges will be rendered in advance annually on July 1st of each year 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 on the next annual billing date.

Special Charges ..... as provided below

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

(Continued on Sheet No. 45-2)

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SCHEDULE PA  
(Pole Attachment)Rates and Charges (Cont'd)

All charges for inspection, installation, removal, replacement or rearrangement work necessary to facilitate the Customers' 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 customary methods used by the Company in determining such cost.

Billing 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 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 8% of the amount invoiced.

Contracts

Pole attachments shall be allowed only upon signing by the Company and the customer of a written Agreement making reference to this schedule.

Term of Contract

Agreements executed with reference to this schedule shall continue in force until terminated by either party giving to the other party sixty (60) days prior written notice. Such termination, however, shall not 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.

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UNIVERSAL SERVICE FUND RIDER

Effective Cycle 1 January 2009, 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 0.10601¢/KWH for the first 833,000 KWH consumed each month and 0.01681¢/KWH for all KWH consumed each month in excess of 833,000 KWH.

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ADVANCED ENERGY 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 Advanced Energy 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.

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## P.U.C.O. NO. 19

## 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 (4) of Section 5727.82, Ohio Revised Code.

This Rider shall not apply to federal government accounts.

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## P.U.C.O. NO. 19

## PROVIDER OF LAST RESORT CHARGE RIDER

Effective Cycle 1 April 2009 through the last billing cycle of December 2009, 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
RS, RS-ES, RS-TOD and RDMS	0.31771
GS-1	0.35875
GS-2 and GS-TOD	0.36695
GS-3	0.26354
GS-4 and IRP-D	0.21522
EHG	0.39076
EHS	0.50548
SS	0.40104
OL	0.07760
SL	0.07737
SBS	0.25842

Effective Cycle 1 January 2010, the Provider of Last Resort Charge shall be the following:

Schedule	¢/KWH
RS, RS-ES, RS-TOD and RDMS	0.23366
GS-1	0.26384
GS-2 and GS-TOD	0.26988
GS-3	0.19382
GS-4 and IRP-D	0.15828
EHG	0.28739
EHS	0.37175
SS	0.29494
OL	0.05707
SL	0.05690
SBS	0.18858

Customers of a governmental aggregation where the legislative authority that formed such governmental aggregation has filed written notice with the Commission pursuant to Section 4928.20 (J), Ohio Revised Code, that it has elected not to receive default service from the Company at standard service offer rates shall not be subject to charges under this Rider.

Customers that elect to take energy service from a CRES Provider and agree to pay the market price of power should they return to energy service from the Company, shall not be subject to charges under this Rider.

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## 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 22nd 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.

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## P.U.C.O. NO. 19

## EMERGENCY CURTAILABLE SERVICE RIDER

Availability of Service

Available for Emergency Curtailable Service (ECS) to customers normally taking firm service under Schedules GS-3 and GS-4 for their total capacity requirements from the Company. The customer must have an on-peak curtailable demand not less than 1 MW and will be compensated for KWH curtailed under the provisions of this Rider.

Conditions of Service

1. The Company reserves the right to curtail service to the customer's ECS load when, in the sole judgment of the Company, an emergency condition exists on the American Electric Power (AEP) System or the PJM Interconnection, L.L.C. (PJM) RTO. The Company shall determine that an emergency condition exists if curtailment of load served under this Rider is necessary in order to maintain service to the Company's other firm service customers according to the AEP System Emergency Operating Plan for generation capacity deficiencies.
2. The Company will endeavor to provide as much advance notice as possible of curtailments under this Rider including an estimate of the duration of such curtailments. However, the customer's ECS load shall be curtailed within 30 minutes if so requested.
3. In no event shall the customer be subject to curtailment under the provisions of this Rider for more than 50 hours during any season. For purposes of this Rider, seasons are defined as follows:

Winter	November 15 through March 15
Summer	May 15 through September 15

No curtailments under this Rider shall occur on other days of the year, with the exception of test curtailments as specified under Item 6 below.

4. The Company and the customer shall mutually agree upon the method which the Company shall use to notify the customer of a curtailment under the provisions of this Rider. The method shall specify the means of communicating such curtailment (e.g., the Company's customer communication system, telephone, pager) and shall designate the customer's representatives to receive said notification. The customer is ultimately responsible for receiving and acting upon a curtailment notification from the Company.
5. No responsibility or liability of any kind shall attach to or be incurred by the Company or the AEP System for, or on account of, any loss, cost, expense or damage caused by or resulting from, either directly or indirectly, any curtailment of service under the provisions of this Rider.
6. The Company reserves the right to test and verify the customer's ability to curtail. Such test will be limited to one curtailment per contract term. Any failure of the customer to comply with a request to curtail load will entitle the Company to call for one additional test. The Company agrees to notify the customer as to the month in which the test will take place, and will consider avoiding tests on days which may cause a unique hardship to the customer's overall operation. There shall be no credits for test curtailments nor charges for failure to curtail during a test.

(Continued on Sheet No. 71-2)

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## P.U.C.O. NO. 19

## EMERGENCY CURTAILABLE SERVICE RIDER

Conditions of Service (Cont'd)

7. The Company reserves the right to discontinue service to the customer under this Rider if the customer fails to curtail under any circumstances twice during a 12-month period as requested by the Company.
8. The customer shall not receive credit for any curtailment periods in which the customer's curtailable load is already down for an extended period due to a planned or unplanned outage as a result of vacation, renovation, repair, refurbishment, force majeure, strike, or any event other than the customer's normal operating conditions.

Curtailment Options

The customer shall select one of the following ECS Curtailment Options under this Rider:

	<u>Maximum Duration</u>
Curtailment Option A	4 hours
Curtailment Option B	8 hours

The Maximum Duration is the maximum number of hours per curtailment event which may be curtailed under the provisions of this Rider. The Company, to the extent practical, will endeavor to minimize the curtailment duration. However, the customer shall receive a minimum of 2 hours credit per curtailment event.

ECS Contract Capacity

Each customer shall have an ECS Contract Capacity to be considered as emergency curtailable capacity under this Rider. The customer shall specify the Non-ECS Demand, which shall be the demand at or below which the customer will remain during curtailment periods. The ECS Contract Capacity shall be the difference between the customer's typical on-peak demand and the customer's specified Non-ECS Demand. The Company shall determine the customer's typical on-peak demand, as agreed upon by the Company and the customer. For the purpose of this Rider, the on-peak billing period is defined as 7 a.m. to 11 p.m., local time, for all weekdays, Monday through Friday.

The customer may modify the amount of ECS Contract Capacity and/or the Curtailment Option no more than once prior to each season. Modifications must be received by the Company in writing no later than 30 days prior to the beginning of the season.

Curtailed Demand

For each curtailment period, Curtailed Demand shall be defined as the difference between the customer's typical on-peak demand and the maximum 30-minute integrated demand during that curtailment period.

(Continued on Sheet No. 71-3)

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## EMERGENCY CURTAILABLE SERVICE RIDER

Period ECS Energy

Period ECS Energy shall be defined as the product of the Curtailed Demand and the number of hours for each curtailment period. For customers with KVA demands, Period ECS Energy shall be multiplied by the customer's average monthly power factor.

Curtailment Credit

The Curtailment Credit will be quoted to the customer upon notice of a curtailment event.

Monthly Credit

The Monthly Credit shall be equal to the product of the ECS Energy and the applicable ECS Curtailment Option Credit, less any charges computed for failure to curtail. The Monthly Credit will be provided to the customer by check within 30 days after the end of the month in which the curtailment occurred. This amount will be recorded in the Federal Energy Regulatory Commission's Uniform System of Accounts under Account 555, Purchased Power, and will be recorded in a subaccount so that the separate identity of this cost is preserved.

Noncompliance Charge

There is no charge for noncompliance under this Rider. However, the customer's service under this Rider may be discontinued pursuant to the Conditions of Service.

Term

Contracts under this Rider shall be made for an initial period of not less than of 1 season and shall remain in effect thereafter until either party provides at least 30-days written notice to the other, prior to the start of the next season, of its intention to discontinue service under the terms of this Rider.

Special Terms and Conditions

Individual customer information, including, but not limited to, ECS Contract Capacity and Curtailment Option, shall remain confidential.

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## P.U.C.O. NO. 19

## ENERGY PRICE CURTAILABLE SERVICE RIDER

Availability of Service

Available for Energy Price Curtailable Service (EPCS) to customers normally taking firm service under Schedules GS-3 and GS-4 for their total capacity requirements from the Company. The customer must have an on-peak curtailable demand not less than 1 MW and will be compensated for KWH curtailed under the provisions of this Rider.

Conditions of Service

1. The Company reserves the right to curtail service to the customer's EPCS load at the Company's sole discretion.
2. The Company will endeavor to provide as much advance notice as possible of curtailments under this Rider including an estimate of the duration of such curtailments. However, the customer's EPCS load shall be curtailed within 1 hour if so requested.
3. For purposes of this Rider, seasons are defined as follows:

Winter	December, January and February
Spring	March, April and May
Summer	June, July and August
Fall	September, October and November
4. The Company and the customer shall mutually agree upon the method which the Company shall use to notify the customer of a curtailment under the provisions of this Rider. The method shall specify the means of communicating such curtailment (e.g., the Company's customer communication system, telephone, pager) and shall designate the customer's representatives to receive said notification. The customer is ultimately responsible for receiving and acting upon a curtailment notification from the Company.
5. No responsibility or liability of any kind shall attach to or be incurred by the Company or the AEP System for, or on account of, any loss, cost, expense or damage caused by or resulting from, either directly or indirectly, any curtailment of service under the provisions of this Rider.
6. The Company reserves the right to test and verify the customer's ability to curtail. Such test will be limited to one curtailment per contract term. Any failure of the customer to comply with a request to curtail load will entitle the Company to call for one additional test. The Company agrees to notify the customer as to the month in which the test will take place, and will consider avoiding tests on days which may cause a unique hardship to the customer's overall operation. There shall be no credits for test curtailments nor charges for failure to curtail during a test.

(Continued on Sheet No. 72-2)

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## ENERGY PRICE CURTAILABLE SERVICE RIDER

7. Upon receiving a curtailment notice from the Company, the customer must respond within 45 minutes when the request is made on a day-ahead basis and within 15 minutes when a request is made for the current day if the customer intends to participate in the curtailment event. Customers who fail to respond, or respond that they will not participate in the curtailment event, will receive no payments, nor be subject to any monetary charges described elsewhere under this Rider. However, a customer's failure to respond or a response that the customer will not participate will be considered as a failure to curtail for purposes of Paragraph 8 below.
8. The Company reserves the right to discontinue service to the customer under this Rider if the customer fails to curtail under any circumstances three or more times during a season as requested by the Company.
9. The customer shall not receive credit for any curtailment periods in which the customer's curtailable load is already down for an extended period due to a planned or unplanned outage as a result of vacation, renovation, repair, refurbishment, force majeure, strike, or any event other than the customer's normal operating conditions.

Curtailment Options

At the time the customer contracts for service under this Rider, the customer shall select one or both of the following Curtailment Notice Types:

Notice Type 1	Day-Ahead Notification
Notice Type 2	Current Day Notification

At the time the customer selects one or both types of Notice Types above, the customer shall also select one of the following Curtailment Limits for each Notice Type selected:

	Maximum Duration
Curtailment Limit A	2 hours
Curtailment Limit B	4 hours
Curtailment Limit C	8 hours

The Curtailment Limit is the maximum number of hours per curtailment event for which load may be curtailed under the provisions of this Rider. The customer shall receive credit for a minimum of two hours per curtailment event, even if the event is shorter than two hours.

The customer shall specify the Maximum Number of Days during the season that the customer may be requested to curtail under each Notice Type chosen. The customer shall also specify the Minimum Price at which the customer would be willing to curtail under each Notice Type chosen. The Company, at its sole discretion, will determine whether the customer shall be curtailed given the customer's specified Curtailment Options.

(Continued on Sheet No. 72-3)

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## ENERGY PRICE CURTAILABLE SERVICE RIDER

**EPCS Contract Capacity.**

Each customer shall have a EPCS Contract Capacity to be considered as price curtailable capacity under this Rider. The customer shall specify the Non-EPCS Demand, which shall be the demand at or below which the customer will remain during curtailment periods. The EPCS Contract Capacity shall be the difference between the Customer's typical on-peak demand and the customer's specified Non-EPCS Demand. The Company shall determine the customer's typical on-peak demand, as agreed upon by the Company and the customer. For the purpose of this Rider, the on-peak billing period is defined as 7 a.m. to 11 p.m., Eastern daylight time, Monday through Friday.

The customer may modify the amount of EPCS Contract Capacity and/or the Curtailment Options no more than once prior to each season. Modifications must be received by the Company in writing no later than 30 days prior to the beginning of the season.

**Curtailed Demand**

For each curtailment period, Curtailed Demand shall be defined as the difference between the customer's typical on-peak demand and the 30-minute integrated demand during each interval of the curtailment period.

**Curtailment Credit**

Hourly EPCS Energy shall be defined as the Curtailed Demand for each 30-minute interval divided by two. For customers with KVA demands, Hourly EPCS Energy shall also be multiplied by the customer's average monthly power factor. The Curtailment Credit shall be equal to the product of the Hourly EPCS Energy and the greater of the following: (a) 80% of the AEP East Load Zone Real-Time Locational Marginal Price (LMP) established by PJM (including congestion and marginal losses), (b) the Minimum Price as specified by the customer or (c) 3.5¢/KWH.

**Monthly Credit**

The Monthly Credit shall be equal to the sum of the Curtailment Credits for the calendar month, less any Noncompliance Charges. The Monthly Credit will be provided to the customer by check within 30 days after the end of the month in which the curtailment occurred. This amount will be recorded in the Federal Energy Regulatory Commission's Uniform System of Account 555, Purchased Power, and will be recorded in a subaccount so that the separate identity of this cost is preserved.

(Continued on Sheet No. 72-4)

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## ENERGY PRICE CURTAILABLE SERVICE RIDER

Failure to Curtail

If the customer responds affirmatively that it will participate in a curtailment event, and subsequently fails to fully comply with a request for curtailment under the provisions of this Rider, then the Noncompliance Demand shall be the difference between the maximum 30-minute integrated demand during each hour of the curtailment period and the Non-EPCS Demand. Noncompliance Energy shall be calculated each hour of the curtailment period as the Noncompliance Demand multiplied by the number of hours for the curtailment period. For customers with KVA demands, Noncompliance Energy shall also be multiplied by the customer's average monthly power factor. Noncompliance Energy shall be billed at a rate equal to the applicable Curtailment Credit for the hours during which the customer failed to fully comply.

Term

Contracts under this Rider shall be made for an initial period of 1 season and shall remain in effect thereafter until either party provides to the other at least 30 days written notice prior to the start of the next season of its intention to discontinue service under the terms of this Rider.

Special Terms and Conditions

Individual customer information, including, but not limited to, EPCS Contract Capacity and Curtailment Options, shall remain confidential.

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## P.U.C.O. NO. 19

## TRANSMISSION COST RECOVERY RIDER

Effective Cycle 1 January 2009, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Transmission Cost Recovery Rider per KW and/or KWH as follows:

Schedule	¢/KWH	\$/KW
RS, RS-ES, RS-TOD and RDMS	0.80181	
GS-1	0.88666	
GS-2 Secondary	0.40123	1.59
GS-2 Recreational Lighting, GS-TOD and GS-2-ES	1.02593	
GS-2 Primary	0.38685	1.53
GS-2 Subtransmission and Transmission	0.37754	1.50
GS-3 Secondary	0.33001	1.99
GS-3-ES	0.73945	
GS-3 Primary	0.31818	1.92
GS-3 Subtransmission and Transmission	0.31052	1.87
IRP-D Secondary	0.30364	1.54
GS-4 Primary, IRP-D Primary	0.29275	1.48
GS-4 Subtransmission and Transmission, IRP-D Subtransmission and Transmission	0.28571	1.45
EHG	0.72647	
EHS	0.67174	
SS	0.67174	
OL	0.46222	
SL	0.46222	

Schedule SBS	¢/KWH	\$/KW					
		5%	10%	15%	20%	25%	30%
Backup - Secondary	0.33059	0.10	0.20	0.30	0.40	0.49	0.59
- Primary	0.31874	0.10	0.19	0.29	0.38	0.48	0.57
-Subtrans/Trans	0.31107	0.09	0.19	0.28	0.37	0.47	0.56
Backup < 100 KW Secondary		0.30					
Maintenance - Secondary	0.37837						
- Primary	0.36481						
- Subtrans/Trans	0.35603						

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AEP Ohio

## P.U.C.O. NO. 19

## FUEL ADJUSTMENT CLAUSE RIDER

Effective Cycle 1 April 2009, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Fuel Adjustment Clause charge per KWH as follows:

	Secondary	Primary	Subtransmission/ Transmission
Fuel Adjustment Clause Charge (¢/KWH)	2.11832	2.01353	1.93463

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## ENERGY EFFICIENCY AND PEAK DEMAND REDUCTION COST RECOVERY RIDER

Effective Cycle 1 April 2009, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Energy Efficiency and Peak Demand Reduction Cost Recovery charge per KWH as follows:

Schedule	¢/KWH
RS, RS-ES, RS-TOD and RDMS	0.00000
GS-1	0.00000
GS-2 and GS-TOD	0.00000
GS-3	0.00000
GS-4 and IRP-D	0.00000
EHG	0.00000
EHS	0.00000
SS	0.00000
OL	0.00000
SL	0.00000
SBS	0.00000

If approved by the Commission, mercantile customers that have committed their demand response or other customer-sited capabilities, whether existing or new, for integration into the Company's demand response, energy efficiency or peak demand reduction programs, may be exempted from this Rider.

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ECONOMIC DEVELOPMENT COST RECOVERY RIDER

Effective Cycle 1 April 2009, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Economic Development Cost Recovery charge of 0.00000% of the customer's distribution charges under the Company's Schedules, excluding charges under any applicable Riders. This Rider shall be adjusted periodically to recover amounts authorized by the Commission.

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ENHANCED SERVICE RELIABILITY RIDER

Effective Cycle 1 April 2009, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Enhanced Service Reliability charge of 7.46876% of the customer's distribution charges under the Company's Schedules, excluding charges under any applicable Riders. This Rider shall be adjusted periodically to recover amounts authorized by the Commission.

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## P.U.C.O. NO. 19

## 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 Ohio Power Company (OPCo 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 1<sup>st</sup>, 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]     EMERGENCY PROCEDURES DURING DECLINING SYSTEM FREQUENCY****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**

1. 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.
2. 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.
4. At 59.5 Hz automatically shed 3-1/3% of System internal load, excluding interruptibles, by relay action.
5. At 59.4 Hz automatically shed an additional 3-1/3% of System internal load, excluding interruptibles, by relay action.

(Continued on Sheet No. 90-2)

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## EMERGENCY ELECTRICAL PROCEDURES

6. At 59.3 Hz automatically shed an additional 3-1/3% of System internal load, excluding interruptibles, by relay action.
7. At 59.1 Hz automatically shed an additional 5% of System internal load, excluding interruptibles, by relay action.
8. At 59.0 Hz automatically shed an additional 5% of System internal load, excluding interruptibles, by relay action.
9. 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. 90-3)

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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.
- c. 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).

(Continued on Sheet No. 90-4)

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## EMERGENCY ELECTRICAL PROCEDURES

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.

(Continued on Sheet No. 90-5)

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## EMERGENCY ELECTRICAL PROCEDURES

**11. 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.
- c. 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.

(Continued on Sheet No. 90-6)

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## EMERGENCY ELECTRICAL PROCEDURES

## 13. Mandatory Load Curtailment (DOE Report Required)

- a. 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.

(Continued on Sheet No. 90-7)

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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.

1. 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.
  - b. 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.
2. 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:
  - a. 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.
  - f. Purchase energy from industrial customers with generation facilities to the extent practicable.

(Continued on Sheet No. 90-8)

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## EMERGENCY ELECTRICAL PROCEDURES

- 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.
  - i. 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.
- 3. 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:
  - a. Discontinue emergency deliveries to neighboring utilities unless the receiving utility agrees to return like quantities of energy within seven days.
  - b. 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.
- 5. 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:

(Continued on Sheet No. 90-9)

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## EMERGENCY ELECTRICAL PROCEDURES

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
  - c. 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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**OHIO POWER COMPANY**

**COMPLIANCE TARIFF**

**OPEN ACCESS DISTRIBUTION SERVICE - REDLINED**

**Filed pursuant to Order in Case No. 08-918-EL-SSO**

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Electric Heating General EHG	42-1-42-2	Electric Heating General OAD-EHG	42-1D-42-3D
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SCHEDULE  
CROSS REFERENCE

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## LIST OF COMMUNITIES SERVED

COMMUNITY	COMMUNITY	COMMUNITY
Ada	Barnhill	Breman
Adams Mills	Barrs Mills	Briceton
Adamsville	Barton	Bridgeport
Adena	Bascom	Bridgeville
Adrian	Batesville	Brilliant
Alexandria	Battlesburg	Brinkhaven (Gann)
Alger	Beard City	Bristol
Alikanna	Beaver	Broadacre
Allentown (Allen County)	Beaverdam	Brokaw
Allentown (Scioto County)	Bellaire	Broken Sword
Alliance	Belle Valley	Bronze Heights (Noble County)
Alvada	Bellville	Brookside
Amesville	Belmont	Broughton
Amesden	Belmore	Buckeye Lake
Amsterdam	Benton	Buckeyeville
Annapolis	Benton Ridge	Buckingham
Antwerp	Bergholz	Buckland
Apex	Berlin	Bucyrus
Apple Creek	Berwick	Buena Vista
Appleton	Bethesda	Buffalo
Arcadia	Bettsville	Bunker Hill
Arlington	Big Island	Burgoon
Arthur	Big Praire	Burlington
Ashland	Bladensburg	Byesville
Ashley	Blaine	Cadiz
Athalia	Blanchard	Cairo
Attica	Bloomdale	Calais
Ava	Bloomfield	Calcutta
Avondale (Licking County)	Bloomington	Caldwell
Avondale (Stark County)	Bloomville	Cambridge
Avondale (Muskingum County)	Blue Creek	Canal Lewisville
Baertown	Blue Rock	Cannon Mills
Bailey Lakes	Bluffton	Canton
Bairdstown	Bolivar	Cardington
Ballville	Boston	Carey
Baltic	Bowerston	Caroline
Baltimore	Bowling Green	Carroll
Bangs	Bradley	Carrollton
Bannock	Bradrick	Carrothers
Barnesville	Brandon	Cavette

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## LIST OF COMMUNITIES SERVED

COMMUNITY	COMMUNITY	COMMUNITY
Cecil	Cumberland	East Union (Wayne County)
Celeryville	Custar	Ohio/West Virginia
Centerburg	Cygnets	Echo
Chalfant	Dalton	Edenville
Charm	Danville	Edgerton
Chatfield	Deavertown	Egbert Stop
Chesapeake	Decatur	Eldon
Cheshire	Deering	Elgin
Chesterhill	Deersville	Elida
Chesterville	Defiance	Elliott
Clarinton	Dekalb	Emerson
Clarkstown	Delaware	Empire
Cloverdale	Delaware Bend	Enterprise (Meigs County)
Cloverhill	Dellroy	Enterprise (Hocking County)
Coal Grove	Delphos	Etna
Coal Ridge	Dennison	Fairfield
Colerain	Derwent	Fairfield Beach
Coles Park	Deshler	Fairhope
Columbia	Dexter	Fairpoint
Central Ohio Grove	Deyarmonville	Fairview
Conesville	Dilles Bottom	Findlay
Congo	Dillonvale	Fletcher
Connorville	Dola	Florence (Noble County)
Connotton	Dover	Florence (Belmont County)
Continental	Drakes	Flushing
Converse	Dresden	Forest
Convoy	Dull	Fort Jennings
Corning	Dun Glen	Fort Seneca
Coryville	Duncan Falls	Fort Shawnee
Coshocton	Dundee	Fostoria
Costonia	Dunkirk	Franklin Furnace
Cove	Dupont	Frazesburg
Crabapple	Durant	Fredericksburg
Craigton	Eagleport	Fredericktown (Carroll County)
Crescent	East Canton	Fredericktown (Knox County)
Crestline	East Fultonham	Freeport
Cridersville	East Liverpool	Fremont
Cromers	East Richland	Fresno
Crooksville	East Sparta	Friendship
Crown City	East Springfield	Fulton

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COMMUNITY	COMMUNITY	COMMUNITY
Fultonham	Hammondsville	Ink
Funk (Wayne County)	Hanging Rock	Irondale
Galatea (Wood County)	Hanover	Ironspot
Galion	Hanoverton	Ironton
Gambier	Harbor Hills	Isleta
Garden City	Harlem Springs	Jackson (Oak Hill)
Georges Run	Harpster	Jacksontown
Germano	Harrisburg	Jacobsburg
Getaway	Harrisville	Jefferson
Gilboa	Harrod	Jelloway
Glade	Harryette	Jenera
Glandorf	Hartsburg	Jeromesville
Glasgow	Hartville	Jerry City
Glass Rock	Hatfield	Jerusalem
Glen Robbins	Havens	Jewett
Glenco	Haverhill	Johnstown
Glenford	Haviland	Jonestown
Glemont	Heath	Junction City
Glenmoor	Hebron	Junction
Glouster	Hecia	Kalida
Gnadenhutten	Hemlock	Kansas
Gomer	Hendrysburg	Keene
Gore	Hepburn	Kempton
Goshen	Hibbetts	Kenova
Goulds	Hicksville	Kensington
Grant	Hillcrest	Kenton
Granville	Hillgrove	Kenwood
Gratiot	Hills and Dales	Key
Greendale	Hintsville	Kidron
Greenfield	Holloway	Kilgore
Greensprings	Holmesville	Killbuck
Greenville	Homer	Kimbolton
Greenwich	Hooksburg	Kipling
Greer	Hopedale	Kirby
Grove Hill	Hopewell	Kirkersville
Guerne	Houcktown	Kitts Hill
Guernsey	Howard	Knoxville
Hackney	Hoytville	Kossuth
Hamler	Hume	Kylesburg
Hammonsburg	Iberia	Lafferty

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## LIST OF COMMUNITIES SERVED

COMMUNITY	COMMUNITY	COMMUNITY
Lake Cable	Mansfield	Miller
Lake O'Springs	Mantua	Millersburg
Lakeville	Maple Grove	Millersport
Lamira	Maple Heights	Millport
Lancaster	Mapleton	Millwood
Landeck	Marengo	Mineral City
Langsville	Marietta	Minersville
Lansing	Marion	Minerva
Larue	Mark Center	Minford
Latty	Marne	Mingo Junction
Laurel Cliff	Marseilles	Mononue
Leavittsville	Marshallville	Monoue
Leesville (Carroll County)	Martel	Monticello
Leesville (Crawford County)	Martins Ferry	Moorefield
Leipsic	Martinsburg	Moreland
Lemert	Massillon	Morganville
Lewisville	Maynard	Morral
Lexington	McClainsville	Morristown
Licking View	McComb	Mortimer
Liebs Island	McConnelsville	Moulton
Lightsville	McCuneville	Mt. Blanchard
Lima	McCutchenville	Mt. Cory
Lindentree	McDermot	Mt. Eaton
Lisbon	McGuffey	Mt. Gilead
Little Sandusky	McLuney	Mt. Hope
Lloydsville	McZena (Ashland County)	Mt. Liberty
Lock	Mechanicstown	Mt. Perry
Lock Seventeen	Meeker	Mt. Pleasant
Logan	Melmore	Mt. Sterling
Londonderry	Melrose	Mt. Vernon
Lore City	Mendon	Mt. Victory
Loudon	Mermill	Moxahala
Loudonville	Mexico	Nashport
Louisville	Middlebranch	Nashville
Lovell	Middlebury	National Road
Lucasville	Middlepoint	Navarre
Lykens	Middleport	Neeleysville
Magnolia	Midvale	Neffs
Malta	Midway	Negley
Malvern	Millbrook	Nellis

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## LIST OF COMMUNITIES SERVED

COMMUNITY	COMMUNITY	COMMUNITY
Nelsonville	Nova	Port Homer
Nevada	Oak Hill	Port Washington
New Alexandria	Oakfield	Portage
New Athens	Oakwood	Portersville
New Bedford	Oceola	Portsmouth
New Boston	Oco	Powellsville
New Castle	Ohio City	Powhatan Point
New Concord	Old Fort	Proctorville
New Cumberland	Old Washington	Prospect
New Hagerstown	Oneida	Provident
New Harrisburg	Oregon	Quaker City
New Haven	Oreville	Quincy
New Lafferty	Orient	Racine
New Lexington	Orrville	Radnor
New Lima	Otsego	Ragersville
New London	Ottawa	Ramsey
New Philadelphia	Ottoville	Rawson
New Pittsburg	Outville	Rayland
New Riegel	Pandora	Redfield
New Rumley	Paris	Redtown
New Salem	Parlett	Reedsburg
New Somerset	Parral	Rehobeth
New Stark	Pataskala	Reinersville
New Straitsville	Patterson	Rendville
New Washington	Paulding	Republic
New Weston	Payne	Reynoldsburg
New Winchester	Pedro	Riceland
Newark	Pekin	Richmond
Newcomerstown	Pennsville	Ridgeton
Newport	Philo	Ridgeway
Newtown	Piedmont	Rimer
North Baltimore	Piketon	Ringold
North Canton	Piney Fork	Risingsun
North Industry	Plainfield	Rittman
North Kenova	Pleasant City	Riverview (Muskingum County)
North Mt. Vernon	Pleasant Grove	Riverview (Belmont County)
North Robinson	Pleasantville	Roanoke
North Salem	Plymouth	Robertsville
Norton	Pomeroy	Robyville
Norwich	Port Clinton	Rock Camp

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## LIST OF COMMUNITIES SERVED

COMMUNITY	COMMUNITY	COMMUNITY
Rockbridge	Sherwood	Sugargrove
Rokeby Lock	Shiloh	Sulphur Springs
Rome	Short Creek	Summerfield
Rose Farm	Shreve	Summerland Beach
Rosemount	Siam	Summitville
Roseville	Slocum	Sybene
Rosensburg	Smithfield	Sycamore
Rosseau	Smithville	Sylvania
Roswell	Smyrna	Syracuse
Roxbury	Somerdale	Tacoma
Rubyville	Somerset	Tappan
Rudolph	Sonora	Thornport
Rush Run	South Acres (Noble County)	Thornville
Rushville	South Mt. Vernon	Thurston
Russells Point	South Point	Tiffin
Rutland	South Webster	Tiltonsville
Salem Center	South Woodbury	Tippecanoe
Salesville	South Zanesville	Tiro
Salineville	Sparta	Toboso
Saltillo	Speidel	Todds
Sandyville	Spencerville	Toronto
Santoy	Springville	Triadelphia
Sarahsville	St. Clairsville	Trinway
Savannah	St. Joe	Tuscarawas
Sayre	St. Louisville	Tyndall
Schneiders Crossing	St. Marys	Uhrichsville
Schoenbrunn	Steinersville	Union City
Scio	Sterling	Unionport
Sciotodale	Steubenville	Uniontown
Sciotoville	Stewartsville	Unionvale
Scott	Stillwater	Upland Heights
Scotts Crossing	Stockdale	Upper Sandusky
Seneca	Stockport	Utica
Senecaville	Stone Creek	Van Buren
Sewellville	Stout	Van Wert
Shadyside	Strasburg	Vanatta
Shawnee	Stratton	Vanlue
Shelby	Sugar Grove (Fairfield County)	Vaughnsville
Sheridan	Sugar Grove (Scioto County)	Venedocia
Sherrodsville	Sugarcreek	Vernon

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## LIST OF COMMUNITIES SERVED

COMMUNITY	COMMUNITY	COMMUNITY
Vickery	Winchester	
Vinton	Winding Hill	
Waco	Winfield	
Wagram	Wingston (Wood County)	
Wainwright	Wintersville	
Wakefield	Wolf Run	
Waldo	Wolf Station	
Walhonding	Wolfhurst	
Walnut Creek	Woodburn	
Wapakoneta	Woodsfield	
Warrenton	Wooster	
Warsaw	Worstville	
Waterford	Wren	
Waverly	York	
Waynesburg	Yorkville	
Waynesfield	Zanesville	
Weems	Zoar	
Weilersville	Zoarville	
Wellsville		
West Lafayette		
West Lebanon		
West Leipsic		
West Liberty		
West Point		
West Portsmouth		
West Rushville		
West Salem		
West Wheeling		
Westminster		
Weston		
Wharton		
Wheelersburg		
White Cottage		
Wilkesville		
Willard		
Williamstown		
Willow Grove		
Wills Creek		
Willshire		
Wilmot		

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TERMS AND CONDITIONS OF  
OPEN ACCESS DISTRIBUTION SERVICE

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## 2. APPLICATION

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.

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

Before the Company shall be required to furnish distribution service, the Company may request that a customer submit written specifications of electrical apparatus to be operated by service, and to furnish the Company a detailed sketch giving the location of the customer's facilities. Such requests will be limited to specific instances where such information significantly assists the Company in designing and sizing its local facilities.

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TERMS AND CONDITIONS OF  
OPEN ACCESS DISTRIBUTION SERVICE

Written agreements will be required, before service will be commenced, from each customer with annual average demand greater than 500 KW. A written agreement may be required by the Company for a customer whose annual average demand does not exceed 500 KW that has unusual or special service characteristics. If the customer refuses to sign a written agreement, an agreement will still be effective as if the customer had signed and said customer will be charged under the appropriate schedule. A copy of the written agreement, contained on a form provided by the Company, will be furnished to the customer upon request at any time during the term of the agreement.

When the customer desires delivery of energy at more than one point, each delivery point will be billed separately under an open access distribution schedule applicable to the customer's class of business at such point.

**3. 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, MDMA 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, MDMA and BAs are collectively referred to as Competitive Service Providers (CSPs).

Any customer who desires service from a CSP must first contract with a CRES Provider who will arrange for the provision of such services. The CRES Provider shall then notify the Company at least twelve (12) calendar days prior to the customer's regularly scheduled 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.

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.

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TERMS AND CONDITIONS OF  
OPEN ACCESS DISTRIBUTION SERVICE

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.

**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 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 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 an CRES Provider, (b) the customer's CRES Provider is changed involuntarily, (c) the customer returns to service from the customer's former CRES Provider following an involuntary change in CRES Provider, or (d) the customer's former CRES Provider's services have been permanently terminated and the customer must choose another CRES Provider.

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OPEN ACCESS DISTRIBUTION SERVICE

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.

## 5. 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.

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

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TERMS AND CONDITIONS OF  
OPEN ACCESS DISTRIBUTION SERVICE

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. DEPOSITS

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

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

The Company will pay interest on deposits so made in accordance with legal requirements. The Company will not pay interest on deposits more than one month after discontinuance of distribution service to the customer. Retention by the Company, prior to final settlement, of any deposit or guarantee is not a payment or part payment of any bill for distribution service. The Company shall have a reasonable time in which to read and remove the meters and to ascertain that the obligations of the customer have been fully performed before being required to return any deposit.

## 7. PAYMENTS

Bills for distribution service will be rendered by the Company to the customer monthly in accordance with the open access distribution schedule applicable to the customer's distribution service with the following exception:

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

(Continued on Sheet No. 3-6D)

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

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

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

A customer shall be charged \$10.00 for any dishonored check received in payment for a bill rendered by the Company, unless the customer shows that the bank was in error.

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

**8. CHANGE OF ADDRESS BY CUSTOMER**

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

(Continued on Sheet No. 3-7D)

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When the Company receives notice from an existing customer that distribution service is to be discontinued, or from a prospective customer that an existing distribution service is to be transferred into the prospective customer's name, the Company will, within three (3) business days, determine the meter reading for the final distribution bill to the existing customer. Such determination shall be made either by estimation or, upon customer request, by an actual meter reading. The existing customer will be responsible for all service supplied to the premises until such meter reading and discontinuance or transfer is made. Transfer of service to a qualified prospective customer will not be delayed or denied because of nonpayment of the final distribution bill by the former customer, unless the former customer continues to be a consumer of electric service at that premise.

## 9. INSPECTION

It is to the interest of the customer to properly install and maintain the customer's wiring and electrical equipment and the customer shall at all times be responsible for the character and condition thereof. It is the customer's responsibility to assure that all inside wiring is grounded and is otherwise in accordance with the requirements of the National Electrical Code. The Company makes no inspection thereof and in no event shall be responsible therefor.

Where a customer's premises are located in a municipality or other governmental subdivision where inspection laws or ordinances are in effect, the Company may withhold furnishing service to new installations until it has received evidence that the inspection laws or ordinances have been complied with. In addition, if such municipality or other governmental subdivision shall determine that such inspection laws or ordinances are no longer being complied with in respect to an existing installation, the Company may suspend the furnishing of service thereto until it has received evidence of compliance with such laws or ordinances. The Company may disconnect electric distribution service to a premise where unsafe conditions exist.

Where the customer's premises are located outside of an area where inspection service is in effect, the Company may require the delivery by the customer to the Company of an agreement duly signed by the owner and tenant of the premises authorizing the connection to the wiring system of the customer and assuming responsibility therefor.

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

## 10. SERVICE CONNECTION

The Company will, when requested to furnish distribution service, designate the location of its service connection. The customer's wiring must, except for those cases listed below, be brought outside the building wall nearest the Company's service wires so as to be readily accessible thereto. When service is from an overhead system, the customer's wiring must extend at least 18 inches beyond the building. Where customers install service entrance facilities which have capacity and layout specified by the Company and/or install and use certain utilization equipment specified by the Company, the Company may provide or offer to own certain facilities on the customer's side of the point where the service wires attach to the building.

When a customer desires that distribution service be delivered at a point or in a manner other than that designated by the Company, the customer shall pay the additional cost of same.

(Continued on Sheet No. 3-8D)

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Where distribution service is supplied from an underground distribution system which has been installed at the Company's expense within the limits of municipal streets, the customer shall make arrangements with the Company for the Company to supply and install a continuous run of cable conductors including necessary ducts from the manhole or connection box to the inside of the building wall. The customer shall pay the cost of installing the portion of cable and duct from the curb line to the terminus or cable inside the building and provide the necessary easements to the Company.

## 11. NOMINAL VOLTAGE LEVELS

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:

Secondary Distribution System - 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, and 480 volts, 3 phase.

Primary Distribution System - Alternating current, 60 cycles at nominal voltages of 4160, 12,470 and 34,500 volts, 3 phase.

Subtransmission - Alternating current, 60 cycles, 3 phase at nominal, unregulated voltage of 23,000, 34,500 and 69,000 volts.

Transmission - Alternating current, 60 cycles, 3 phase at nominal, unregulated voltage of 138,000 volts.

The Company shall design and operate its system so that under normal operating conditions the voltage delivered at the customer's service entrance, for the voltages listed above, is maintained within the range of plus or minus 5% of the nominal voltage. Wherever voltages shall be known to exist outside of such range, the Company will take steps to promptly initiate corrective action to restore the voltage level to within such range.

## 12. 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.

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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.

## 13. LOSSES

Either the CRES Provider or the Transmission Provider may provide both transmission and distribution losses as required to serve customers at various delivery voltages. If a CRES Provider arranges to provide transmission losses under the provisions of the applicable Open Access Transmission Tariff, then the CRES Provider must also arrange for the appropriate distribution losses. Customers served at transmission and subtransmission voltages require no additional losses other than the losses specified in the applicable Open Access Transmission Tariff. Customers served at primary distribution voltage require 2.4% additional average losses of amounts received by the Company for delivery to the customer. Customers served at secondary distribution voltage require 5.9% additional average losses of amounts received by the Company for delivery to the customer.

## 14. 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.

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<u>Service Performed During Normal Business Hours</u>	<u>Charge (\$)</u>
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	44.00
Repair/replace surge protector	65.00
Repair/replace interval board	146.00
Repair/replace modem board	236.00
Repair/replace interval and modem 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.

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

## 15. WORK PERFORMED ON COMPANY'S FACILITIES AT CUSTOMER'S REQUEST

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

(Continued on Sheet No. 3-11D)

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## 16. COMPANY'S LIABILITY

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

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

Unless otherwise provided in a contract between the Company and the customer, the point at which service is delivered by the Company to the customer, to be known as "delivery point," shall be the point at which the customer's facilities are connected to the Company's facilities. The Company shall not be liable for any loss, injury, or damage resulting from the customer's use of the customer's equipment or occasioned by the distribution service furnished by the Company beyond the delivery point. The Company shall not be liable for any loss, injury, or damage caused by equipment which is not owned, installed and maintained by the Company.

The customer shall provide and maintain suitable protective devices on the customer's equipment to prevent any loss, injury, or damage that might result from single phasing conditions or any other fluctuation or irregularity in the delivery of energy. The Company shall not be liable for any loss, injury, or damage resulting from a single phasing condition or any other fluctuation or irregularity in the delivery of energy which could have been prevented by the use of such protective devices.

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

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

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

## 17. CUSTOMER'S LIABILITY

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

- A. The customer notifies the Company in writing of the customer's inability to receive distribution service as a result of one or more of the above specified event(s); and
- B. Said notice includes (in addition to any other pertinent information):
  - (1) Extent (or magnitude) of the distribution service decrease
  - (2) Date of the event
  - (3) Cause of the event
  - (4) Probable duration of the distribution service decrease; and
- C. The customer is prompt and diligent in removing the cause of the service decrease; and
- D. The customer submits a report to the Company at least every thirty days following the event explaining the customer's progress toward removing the cause of the distribution service decrease; and
- E. The customer pays, pursuant to the customer's open access distribution schedule and/or contract, for all distribution service rendered prior to the service decrease.

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

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

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

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

In the event of loss or injury to the property of the Company through misuse by, or the negligence of, the customer or the employees of the same, the cost of the necessary repairs or replacement thereof shall be paid to the Company by the customer.

Customers will be responsible for tampering with, interfering with, or breaking of seals of meters, or other equipment of the Company installed on the customer's premises. No one except the employees of the Company, or its agents, shall be allowed to make any internal or external adjustments of any meter or any other piece of apparatus which shall be the property of the Company.

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

At the request of any customer served on a schedule containing a separate demand charge, the Company shall provide a demand signal to the customer. The customer shall pay to the Company the cost for providing the signal. The Company shall not be liable for a loss of signal. The Company shall not be liable for a loss of signal, and in such event the customer shall pay for the demand and energy as actually metered by the Company.

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The Company shall have the right during regular working hours and in emergencies to enter the premises of the customer for the purpose of installing, reading, removing, testing, replacing, or otherwise disposing of its apparatus and property, and the right of entire removal of the Company's property in the event of the termination of the contract for any cause. The customer will keep the area where the Company's apparatus and property are located free from obstruction, danger and/or safety hazards. The Company's agent will, upon request, show credentials and state the reasons for requiring access.

## 18. EXTENSION OF SERVICE

The electrical facilities of the Company will be extended or be expanded to supply distribution service when the revenue is sufficient to justify the cost of making such additions, or in lieu of sufficient revenue the Company may require a long-term contract and/or contribution, monthly minimum charge, definite and written guarantees, from a customer or group of customers in addition to any minimum payment required by the appropriate open access distribution schedule as may be necessary. This requirement may also be applied to cover the payment by the customer of the cost of tapping existing transmission or distribution lines for electric service or for reservation of electrical capacity when such service or reservation will not otherwise provide sufficient revenue to justify the cost of tapping said lines.

The factors to be considered by the Company when justifying the service extension, expansion or reservation contemplated above include, in addition to the Company's estimates of the additional revenue to be derived under the provisions of the applicable open access distribution schedule and the total additional investment in new and/or expanded facilities, the voltage at which service will be delivered, other benefits or burdens accruing to the Company as a result of the new and/or expanded facilities, the degree of permanence of the load to be served and the salvageability of the facilities to be installed. These factors will be applied without distinction among kinds and classes of customers, and customers are assured that like distribution costs will be charged in like situations.

In the event that a line extension wholly or partially paid for by a customer under the above provisions becomes used to serve an additional customer, the new customer will be charged an appropriate share of the cost of the line extension, and an appropriate refund will be made to the customer who previously had paid for the line extension. The appropriate share and appropriate refund will be determined by taking into account the annual revenues of the customers as determined under the applicable open access distribution schedule, the cost of the line extension, the total and relative uses of the line extension by all customers being served from it, and the cost to the Company of owning and operating the line extension in the period from its inception until it commenced being used to serve the new customer.

## 19. EXTENSION OF RURAL LINES

The Company recognizes and makes available the rural line extension plan specified in Chapter 4901:1-9-07 - Rules, Regulation and Practices for the Construction of Electric Line Extensions in Rural Territory, of the Ohio Administrative Code as amended from time to time.

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## 20. TEMPORARY SERVICE

The Company will supply temporary distribution service when it has available unsold capacity in its lines and transformers. Customers who have seasonal operations at permanent locations, or who have other sources of energy supply not requiring distribution service from the Company and desire distribution service for standby or breakdown purposes, must contract for permanent distribution service under an open access distribution schedule applicable to the customer's class of business and will be subject to the terms of that schedule including the minimum bill and term of contract provisions.

The customer will purchase temporary distribution service under any schedule applicable to the customer's class of business and will, in addition, pay to the Company, in advance, the Company's estimated total cost of installing and removing its facilities necessary for the temporary service. The total cost will include all material, labor and overheads, with appropriate credits being given to salvageable material and to facilities to be used in subsequent permanent service. Charges for the following categories of temporary service are fixed as follows:

Service requiring only reading-in and reading-out an existing meter .....	\$ 23.50
Single-phase 120/240 volt service from permanent source, up to 100 Ampere Capacity .....	\$204.00

Temporary distribution service supplied for a period less than one full month will be billed on the basis of a full month's schedule billing under the applicable open access distribution schedule, including the minimum charge if applicable.

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

As required to provide distribution service to a customer, the Company shall have the right to construct and maintain its poles, lines, circuits and other necessary facilities on the customers property, and to place its transformers and other apparatus on the property or within the buildings of the customer, at a point or points mutually acceptable to the Company and the customer for such purpose. The customer shall provide suitable space and access to same, for the installation and maintenance of necessary measuring instruments and other facilities, so that they may be protected from injury by the elements or through the negligence or deliberate acts of the customer or of any employee of the same, or any other party.

## 22. USE OF ENERGY BY CUSTOMER

The schedules for open access distribution service given herein are classified by the character of use of such service and are not available for service except as provided therein.

It shall be understood that upon the expiration of a contract the customer may elect to renew the distribution service contract upon the same or another open access distribution schedule published by the Company and applicable to the customer's requirements, except that in no case shall the Company be required to maintain transmission, switching or transformation equipment (either for voltage or form of current change) different from or in addition to that generally furnished to other customers receiving distribution service under the terms of the open access distribution schedule elected by the customer.

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

The service connections, transformers, meters and appliances supplied by the Company for each customer have a definite capacity and no additions to the equipment, or load connected thereto, will be allowed except by consent of the Company.

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

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 company service to other customers. Copies of the applicable criteria will be provided upon request.

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

All apparatus used by the customer shall be of such type as to secure the highest practical commercial efficiency, power factor and the proper balancing of phases. Motors which are frequently started or motors arranged for automatic control, must be of a type to give maximum starting torque with minimum current flow, and must be of a type, and equipped with controlling devices, approved by the Company. The customer agrees to promptly notify the Company prior to any significant increase or decrease in the customer's connected load, which could impact the capacity requirements of the Company's local facilities.

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

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

**23. METER REGISTRATION AND TESTING**

Any kilowatt-hour meter registering between 2% fast and 2% slow will be considered to be registering correctly. Any integrating block interval demand meter or thermal demand meter registering between 4% high and 4% low will be considered to be registering correctly.

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The Company will, upon request of the customer, test any Company-owned meter suspected of improper registration, once at no cost to the customer. For each subsequent test conducted within thirty-six months of the last previous test, if the meter is found to be registering correctly, the customer shall pay to the Company a \$59 fee for a single phase meter test and a \$73 fee for a three phase meter test. The customer shall be told the amount of such charge when the customer requests the meter test within such thirty-six month period. Such test, witnessed by the customer if so desired, will be conducted using a properly calibrated meter standard. Any Company-owned meter found registering correctly will be resealed and the date and results of the test entered on the Company's records.

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

## 24. BILLING CORRECTIONS

If the amount of energy consumed is not properly registered by a meter for any reason or is not properly charged to the customer's account, the entity providing billing services, either the Company or a BA, will, for the period of time that incorrect billings can be established, adjust the meter readings and billings to reflect all available information concerning the actual use by the customer. Any resulting overpayment will be paid or credited to the customer by the appropriate billing entity. Except as provided below, any underpayment, not to exceed the length of time of the underbilling, except at the discretion of the Company and/or BA will be billed to the customer. The Company will, if the customer requests, attempt to arrange a reasonable payment schedule in the event of underpayment of charges under the applicable open access distribution schedule. Should the amount of the adjustment for distribution charges be under dispute, the Company will continue to supply distribution service and the customer shall continue to pay the amounts billed until a final determination is made.

The Company's policy on backbilling for residential customers shall comply with the orders of the Commission and Section 4933.28 of the Ohio Revised Code, as amended from time to time.

## 25. RESIDENTIAL SERVICE

Individual residences shall be served individually under a residential open access distribution schedule. Customer may not take distribution service for two or more separate residences through a single meter under any schedule, irrespective of common ownership of the several residences, except that in the case of an apartment house with a number of individual apartments the landlord shall have the choice of providing separate wiring for each apartment so that the Company may provide delivery to each apartment separately under the residential open access distribution schedule, or of purchasing the entire distribution service through a single meter under the appropriate general service open access distribution schedule.

(Continued on Sheet No. 3-18D)

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

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

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

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

## 26. DENIAL OR DISCONTINUANCE OF SERVICE

The Company reserves the right to refuse any applicant for distribution service if the applicant is indebted to the Company for any service theretofore rendered at any location, provided Company shall advise applicant to such effect, and provided that indebtedness for one class of service shall not cause the refusal of service to a different class of service. The Company reserves the right to discontinue to provide distribution service to any customer without notice in case of an emergency or to prevent theft from or fraud upon the Company. Subject to the further provisions for residential customers contained in Chapter 4901:1-18 of the Ohio Administrative Code which is herein incorporated by reference as it is from time to time amended, the Company also reserves the right after at least 5 days' notice in writing to discontinue distribution service to any customer (1) who is indebted to the Company for any service theretofore rendered at any location (on other than equal payment plan accounts having a credit balance), and provided that indebtedness for one class of service shall not cause the disconnection of service to a different class of service (2) for failure to provide and maintain adequate security for the payment of bills as requested by the Company, or (3) for failure to comply with these Terms and Conditions of Open Access Distribution Service. Any discontinuance of distribution service shall not terminate the contract between the Company and the customer nor shall it abrogate any minimum charge which may be effective.

(Continued on Sheet No. 3-19D)

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When a Company employee is dispatched to a customer's premises for the purpose of performing collection activities due to the customer's delinquency, the customer will be charged \$18.00, the cost to the Company of having the employee at the customer's premises. A Company employee performing a disconnection of distribution service is not authorized to make any extended payment arrangements with the customer, but will, in lieu of disconnection, accept payment of the delinquent amount plus \$18.00, the cost to the Company of having the employee at the customer's premises to perform the disconnection. The Company may, when in its judgment its employees would be subject to physical harm, require the payment to be by means other than cash. The collection trip charge will not be assessed more than once in any billing period.

If a customer has been disconnected, upon payment or proof of payment of the delinquent amount for distribution services plus a reconnection fee as specified below, which represents the cost to the Company of disconnecting and reconnecting a customer during the Company's normal working hours, the Company will reconnect the distribution service on this same day, if such payment or proof of payment is made at the Company's authorized payment agent by 12:30 p.m., and otherwise as soon as possible but not later than the close of the Company's next regular working day. When such payment is made after 12:30 p.m. and the Company's employees cannot reconnect the distribution service prior to the end of their normal workday, and the customer prefers to be reconnected prior to the beginning of the next regular workday, the disconnection and reconnection charge payable prior to reconnection will be the overtime rate specified below, an amount which recognizes the Company's average additional cost of reconnecting a customer outside of normal working hours.

## Reconnection Service Charges:

	<u>Regular</u>	<u>Overtime</u>
Single Phase	\$36.00	\$ 92.00
All Other	\$90.00	\$145.00

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## 27. 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 Contribution in Aid of Construction (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. Premium service requested for the primary voltage "backbone" electrical facilities are the local facilities for which the developer is responsible. Premium service requested for 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.~~

~~1. The customer served by the local facilities will pay the Company a monthly line extension surcharge equal to 0.47 percent  $((18.07\% + 12) \times .30)$  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. For all line extension contracts entered into prior to the effective date of this tariff, 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. 00-1720-EL-ETP and 00-1730-EL-ETP (December 31, 2007). For all line extension contracts entered into on or after the effective date of this tariff, such surcharge will terminate automatically on December 31, 2008.~~

(Continued on Sheet No. 3-21D)

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

<del>Actual cost of Local Facilities</del>
<del>Minus: 10 percent of Firm Price Estimated Cost</del>
<del>Minus: Net of tax CIAC Payments (35% of Firm Price Estimated Cost)</del>
<del>Minus: 30 percent of Firm Price Estimated Cost Related to the Monthly Customer Surcharge</del>

~~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.~~

~~2. 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. For all line extension contracts entered into prior to the effective date of this tariff, 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 (December 31, 2007). For all line extension contracts entered into on or after the effective date of this tariff, such surcharge will terminate automatically on December 31, 2008.~~

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~~3. The Company will defer a carrying charge, at the rate of 18.07% a 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: \$536 Per Customer, Which is Equivalent to the \$8.46/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.~~

~~G. The cost recovery agreed to in Paragraphs 1A 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 1A, 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:~~

~~(Continued on Sheet No. 3-23D)~~

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~~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 December 31, 2007.~~

~~2. 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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~~•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.~~

3.1. Consistent with the current policy, developers/builders will continue to pay 100% of the cost differential associated with any premium services requested as a CIAC, and said payment will be grossed up for taxes and the developer/builder will pay the total grossed-up amount. In addition, developers/builders will 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:~~

~~4. The developer/builder shall make a one time, flat fee CIAC payment of \$400 for each unit in a multi-family 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.~~

~~2. 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.B. Customers served by the local facilities in a single family residential development will pay the Company \$3.00/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. For all residential developments having line extension contracts entered into prior to the effective date of this tariff, the assessment of these surcharges shall terminate automatically on December 31, 2007. For all residential developments having line extension contracts entered into on or after the effective date of

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C. ~~this tariff, the assessment of these surcharge shall terminate automatically on December 31, 2008.~~

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

<del>_____</del>	<del>Actual cost of Local Facilities</del>
<del>_____</del>	<del>Minus: Net of Tax CIAC Payments</del>
<del>_____</del>	<del>Minus: (for single family residential developments) \$506 Per Customer, Which is Equivalent to the \$8.00/Month Line Extension Surcharge or</del>
<del>_____</del>	<del>Minus: (for multi-family residential developments) \$253 Per Customer, Which is Equivalent to the \$4.00/Month Line Extension Surcharge</del>
<del>_____</del>	<del>Equals: Amount to Which Carrying Charge is Applied</del>

~~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-C. 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 For~~ new single-family residences not in a development will be recovered in the following manner:

A. ~~C~~customers served by the local facilities will pay the Company:

~~1. 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. The assessment of this surcharge shall terminate automatically on December 31, 2008, and~~

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3. ~~For local facilities the cost of which exceeds \$5,000, a monthly line extension surcharge equal to 1.68 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:~~

<del>_____</del>	<del>Actual cost of Non Premium Service Local Facilities Up To a Maximum of \$5,000</del>
<del>_____</del>	<del>Minus: Net of Tax CIAG</del>
<del>_____</del>	<del>Minus: \$508 Per Customer Which is Equivalent to the \$8.00/Month Line Extension Surcharge</del>
<del>_____</del>	<del>_____</del>
<del>_____</del>	<del>Equals: Amount to Which Carrying Charge is Applied</del>

~~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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## 2. APPLICATION

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

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

## 3. CUSTOMER CHOICE OF COMPETITIVE SERVICE PROVIDER

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

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**SUPPLIER TERMS AND CONDITIONS OF SERVICE**

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 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.

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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.

5. 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.

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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.

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

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

#### 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.

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.

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## 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

CRES Providers desiring to provide Competitive Retail Electric Service to customers located within the Company's Service Territory must also register with the Company. The following information 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.
- 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.

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- 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.
- H. An Executed EDI Trading Partner Agreement and completion of EDI testing for applicable transaction sets necessary to commence service.

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.

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

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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.

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:

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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 (if readily 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.

**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 Aggregation Customer Information List shall also include the customer's Service Delivery Identifier (SDI).

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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.

## 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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## 13. 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.

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

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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 e-mail addresses of appropriate contact persons, including the 24-hour emergency contact telephone number and emergency contact person(s).
- D. Details of the MDMA's dispute resolution process for customer complaints.

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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:

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

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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.
- L. The MDMA is responsible for recording and notifying the Company of conditions detected on the customer's premises which present potential for injury.
- M. The MDMA shall be responsible for conforming to Company standards for sealing and resealing meters as well as properly resetting and sealing demand measurement devices.

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

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- G. The Company and the BA must agree to common data formats for the exchange of billing data.

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

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

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.

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.

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## SUPPLIER TERMS AND CONDITIONS OF SERVICE

## 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 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 modem 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.

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.

(Continued on Sheet No. 3-42D)

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## P.U.C.O. NO. 19

## SUPPLIER TERMS AND CONDITIONS OF SERVICE

## 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.

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.

(Continued on Sheet No. 3-43D)

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## SUPPLIER TERMS AND CONDITIONS OF SERVICE

## 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.

## 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.

(Continued on Sheet No. 3-44D)

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**SUPPLIER TERMS AND CONDITIONS OF SERVICE**

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

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## P.U.C.O. NO. 19

## CODE OF CONDUCT

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

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## CODE OF CONDUCT

9. The Company shall provide comparable access to products and services related to tariffed products and services and specifically comply with the following:
- (a) The Company shall be prohibited from unduly discriminating in the offering of its products and/or services;
  - (b) The Company shall apply all tariff provisions in the same manner to the same or similarly situated entities, regardless of any affiliation or nonaffiliation;
  - (c) The Company shall not, through a tariff provision, a contract, or otherwise, give its affiliates preference over nonaffiliated competitors of retail electric service or their customers in matters relating to any product and/or service;
  - (d) The Company shall strictly follow all tariff provisions;
  - (e) Except to the extent allowed by state law, the Company shall not be permitted to provide discounts, rebates, or fee waivers for any state regulated monopoly service; and
  - (f) Violations of the provisions of this rule shall be enforced and subject to the disciplinary actions described in divisions (C) and (D) of Section 4928.18, Ohio Revised Code.
10. Notwithstanding any provision of this Code of Conduct, in a declared emergency situation, the Company may take actions necessary to ensure public safety and system reliability. The Company shall maintain a log of all such actions that do not comply with this Code of Conduct, which log shall be review by the Commission.
11. The Company shall establish a complaint procedure for the issues concerning compliance with this rule. All complaints, whether written or verbal, shall be referred to the general counsel of the Company or their designee. The legal counsel shall orally acknowledge the complaint within five 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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## P.U.C.O. NO. 19

## 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 PUCO's distribution interconnection rules (O.A.C. § 4901:1-22) (Commission Rules) and the Company's technical requirements for interconnection (Technical Requirements), Incorporated herein by reference, may negotiate a separate interconnection agreement with the Company and the terms and conditions of this schedule shall apply to such customers to the extent that the negotiated interconnection agreement does not conflict with this schedule.

Purpose

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

Customer Request For Interconnection

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

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

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

(Continued on Sheet No. 6-2D)

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## MINIMUM REQUIREMENTS FOR DISTRIBUTION SYSTEM INTERCONNECTION

Customer Request For Interconnection (Cont'd)

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

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## P.U.C.O. NO. 19

## 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 review procedure included in the Commission Rules, the Company may require a supplemental review, service study, coordination study, facilities study or Company system impact study prior to interconnection. In instances where such studies are required, the scope of such studies shall be based on the characteristics of the particular generation facility to be interconnected and the Company's system at the specific proposed location. By agreement between the Company and the customer, studies related to interconnection of the generation facility may be conducted by a qualified third party. The cost of an impact facilities study performed by the Company shall be included in the costs set forth in the Interconnection Fees section of this schedule. The Company shall provide the customer with a target date for completion of any required system impact or facilities study. Any such study conducted by the Company shall be shared with the customer.

(Continued on Sheet No. 6-4D)

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## P.U.C.O. NO. 19

## MINIMUM REQUIREMENTS FOR DISTRIBUTION SYSTEM INTERCONNECTION

Interconnection Fees

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

The Company shall charge each customer that applies for interconnection service an application fee as set forth in the Commission Rules. Fees for customer applications for interconnection that meet the qualifications for level 1, level 1.1 or level 1.2 simplified review procedures will be based on the actual costs per one-tenth of an hour of time spent by Company personnel on the simplified review. Customer applications for interconnection that meet the qualifications for level 2 expedited review will be subject to an application fee of \$50, plus one dollar per kilowatt of the applicant's system nameplate capacity rating. Interconnection customers whose facilities qualify for level 3 standard review procedures shall pay an application fee of \$100, plus two dollars per kilowatt of the applicant's system nameplate capacity rating.

Level 2 and level 3 interconnection review processes may require that one or more interconnection studies be performed to determine the feasibility, system impact, and cost of safely connecting the customer's generation facilities to the Company's distribution system. As specified in the Commission Rules, the cost of engineering work done as part of any feasibility, system impact or facilities study shall be billed to the customer at the Company's actual cost of performing such study.

Additional Fees

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

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

Construction or Upgrade Fees

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

Resolution of Disputes

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

(Continued on Sheet No. 6-5D)

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MINIMUM REQUIREMENTS FOR DISTRIBUTION SYSTEM INTERCONNECTION

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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## P.U.C.O. NO. 19

SCHEDULE OAD - RS  
(Open Access Distribution - Residential Service)Availability of Service

Available for residential electric service through one meter to individual residential customers who request and receive electric generation service from a qualified CRES Provider. ~~This schedule shall remain in effect through the last billing cycle of December 2009.~~

Monthly Rate (Schedule Code 820)

Customer Charge (\$)	3.82
Distribution Charge (¢/KWH):	
First 800 KWH	2.35642
All KWH Over 800 KWH	1.71224

Minimum Charge

The minimum monthly charge under this schedule shall be the sum of 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 \$0.12/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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## P.U.C.O. NO. 19

SCHEDULE OAD - RS  
(Open Access Distribution - Residential Service)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.

Payment

- 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 15 days after the mailing of the bill.
- 2) 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 - Advanced Energy Fund Rider	61-1D
OAD - KWH Tax Rider	62-1D
OAD - Provider of Last Resort Charge Rider	69-1D
OAD - Energy Efficiency and Peak Demand Reduction Cost Recovery Rider	81-1D
OAD - Economic Development Cost Recovery Rider	82-1D
OAD - Enhanced Service Reliability Rider	83-1D

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SCHEDULE OAD - RS  
(Open Access Distribution - Residential Service)

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 available to customers engaged in agricultural enterprises where service is taken through one meter for that customer's primary residence, and not more than 100 KW of connected electrical load is outside the residence. This schedule is not extended to operations of a commercial nature or operations such as processing, preparing, or distributing products not raised or produced on the farm, unless such operation is incidental to the usual residential and farm uses.

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. Where motors or heating equipment are used for commercial or industrial purposes, the applicable general service schedule will apply to such 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 - Non-Demand Metered)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. ~~This schedule shall remain in effect through the last billing cycle of December 2009.~~

Monthly Rate (Schedule Code 830)

Customer Charge (\$)	13.17
Distribution Energy Charge (\$/KWH)	0.27999

Minimum Charge

The minimum charge under this schedule shall be the sum of 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 \$0.28/month shall apply.

If the customer has received metering services from a 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.

(Continued on Sheet No. 20-2D)

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SCHEDULE OAD - GS-1  
(Open Access Distribution - General Service - Non-Demand Metered)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 unpaid balance will be made.
- 2) 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 Code 831)

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 shall be considered a contract location and shall be separately billed under the service contract.

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 on the basis of the increased load for the full period such load was connected plus three months.

(Continued on Sheet No. 20-3D)

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SCHEDULE OAD - GS-1  
(Open Access Distribution - General Service - Non-Demand Metered)Optional Unmetered Service Provision (Cont'd)

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 0.27999¢/KWH plus a monthly customer charge of \$7.35.

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 - Advanced Energy Fund Rider	61-1D
OAD - KWH Tax Rider	62-1D
OAD - Provider of Last Resort Charge Rider	69-1D
OAD - Energy Efficiency and Peak Demand Reduction Cost Recovery Rider	81-1D
OAD - Economic Development Cost Recovery Rider	82-1D
OAD - Enhanced Service Reliability Rider	83-1D

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 customers with maximum demands greater than or equal to 10 KW but less than 8,000 KW who request and receive electric generation service from a qualified CRES Provider. ~~This schedule shall remain in effect through the last billing cycle of December 2009.~~

Monthly Rate

	<b>Secondary</b>	<b>Primary</b>	<b>Subtrans.</b>	<b>Trans.</b>
Schedule Codes	840, 844, 845	841, 849, 846	842, 847	843, 848
Customer Charge (\$)	22.91	95.47	272.09	534.63
Distribution Demand Charge (\$/KW)	2.75	1.98	1.60	1.12
Excess KVA Demand Charge (\$/KVA)	3.82	3.82	3.82	3.82
Distribution Energy Charge (¢/KWH)	0.03512	0.03512	0.03512	0.03512
Maximum Energy Charge (¢/KWH)	5.53420	3.98758	3.24291	2.26912

Minimum and Maximum Charges

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

- 1) Minimum Charge - The sum of the customer charge, the product of the demand charge and the monthly billing demand, and all applicable riders.
- 2) Maximum Charge - The sum of the customer charge, the product of the maximum energy charge and the metered energy, 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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## P.U.C.O. NO. 19

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 the following credit shall apply:

	<b>Secondary</b>	<b>Primary</b>	<b>Subtransmission</b>	<b>Transmission</b>
Credit (\$/month)	0.94	1.29	1.32	1.32

If the customer has received metering services from a 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

- 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 two percent (2%) of the unpaid balance will be made.
- 2) 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.

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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:

<b>Title</b>	<b>Sheet No.</b>
OAD - Universal Service Fund Rider	60-1D
OAD - Advanced Energy Fund Rider	61-1D
OAD - KWH Tax Rider	62-1D
OAD - Provider of Last Resort Charge Rider	69-1D
OAD - Energy Efficiency and Peak Demand Reduction Cost Recovery Rider	81-1D
OAD - Economic Development Cost Recovery Rider	82-1D
OAD - Enhanced Service Reliability Rider	83-1D

Monthly Billing Demand

Energy delivered hereunder will be delivered through not more than one single-phase or one polyphase 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. For accounts over 100 KW, monthly billing demand established hereunder shall not be less than 60% of the greater of (a) the customer's contract capacity in excess of 100 KW, or (b) the customer's highest previously established monthly billing demand during the past 11 months in excess of 100 KW. In no event shall the monthly billing demand be less than 5 KW for any account.

If more than 50% of the customer's connected load is for electric space heating purposes, the minimum monthly billing demand for the billing months of June through October will be 25% of the greater of (a) the customer's contract capacity in excess of 100 KW, or (b) the customer's highest previously established monthly billing demand during the past 11 months in excess of 100 KW.

For customers primarily engaged in seasonal agricultural related activities, the minimum monthly billing demand will be 25% of the greater of (a) the customer's contract capacity in excess of 100 KW, or (b) the customer's highest previously established monthly billing demand during the past 11 months in excess of 100 KW.

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

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SCHEDULE OAD - GS-2  
(Open Access Distribution - General Service - Low Load Factor)Excess KVA Demand

The monthly KVA demand shall be determined by dividing the maximum metered KW demand by the average monthly power factor.

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

Metered Voltage

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

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

Term of Contract

For customers with annual average demands 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 local facilities are required. The Company may, at its option, require a longer initial term of contract pursuant to the Company's Terms and Conditions of Open Access Distribution Service.

The Company shall not be required to provide delivery in excess of that contracted for except by mutual agreement.

Special Terms and Conditions

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

In the event the Company, in order to prevent voltage fluctuations or disturbances on its system, installs separate transformer or transformers to supply service to welders, X-ray machines, or other equipment having similar electrical operating characteristics, such service will be metered and billed separately from the customer's other service. The minimum monthly charge for separate service to welders, X-ray machines, etc., will be the amount determined pursuant to the Minimum Charge section above, plus \$0.49/KVA of installed transformer capacity.

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SCHEDULE OAD - GS-2  
(Open Access Distribution - General Service - Low Load Factor)Special Terms and Conditions (Cont'd)

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.

Recreational Lighting Service (Schedule Code 839)

Available to customers for separately metered non-profit outdoor recreation facilities.

Monthly Rate

Customer Charge (\$)	17.23
Distribution Energy Charge (¢/KWH)	1.25784

Metering Options

The customer has the option of selecting the Company and/or an alternative supplier for metering or meter data management 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 \$1.05/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.

- 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. If the customer chooses a MDMA to provide such services, then a credit of \$1.05/month shall apply.

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.

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**SCHEDULE OAD - GS-3**  
**(Open Access Distribution - General Service - Medium/High Load Factor)**

Availability of Service

Available for general service to customers with maximum demands greater than or equal to 10 KW but less than 8,000 KW who request and receive electric generation service from a qualified CRES Provider. ~~This schedule shall remain in effect through the last billing cycle of December 2009.~~

Monthly Rate

	<b>Secondary</b>	<b>Primary</b>	<b>Subtrans.</b>	<b>Trans.</b>
Schedule Codes	850, 854, 855	851, 856, 859	852, 857	853, 858
Customer Charge (\$)	22.91	95.47	272.09	534.63
Distribution Demand Charge (\$/KW)	4.13	3.31	2.93	2.40
Excess KVA Demand Charge (\$/KVA)	3.82	3.82	3.82	3.82
Distribution Energy Charge (¢/KWH)	0.03512	0.03512	0.03512	0.03512
Maximum Energy Charge (¢KWH)	4.16897	3.34793	2.96605	2.43142

Minimum and Maximum Charges

Bills computed under the above rate are subject to the operation of Minimum and Maximum Charge provisions as follows:

- 1) Minimum Charge - The sum of the customer charge, the product of the demand charge and the monthly billing demand, and all applicable riders.
- 2) Maximum Charge - The sum of the customer charge, the product of the maximum energy charge and the metered energy, 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.

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SCHEDULE OAD - GS-3  
(Open Access Distribution - General Service - Medium/High 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 the following credit shall apply:

	Secondary	Primary	Subtransmission	Transmission
Credit (\$/month)	1.10	1.32	1.32	1.33

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

- 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 two percent (2%) of the unpaid balance will be made.
- 2) 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.

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**SCHEDULE OAD - GS-3**  
 (Open Access Distribution - General Service - Medium/High 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:

<b>Title</b>	<b>Sheet No.</b>
OAD - Universal Service Fund Rider	60-1D
OAD - Advanced Energy Fund Rider	61-1D
OAD - KWH Tax Rider	62-1D
OAD - Provider of Last Resort Charge Rider	69-1D
OAD - Energy Efficiency and Peak Demand Reduction Cost Recovery Rider	81-1D
OAD - Economic Development Cost Recovery Rider	82-1D
OAD - Enhanced Service Reliability Rider	83-1D

Monthly Billing Demand

Energy delivered hereunder will be delivered through not more than one single-phase or one polyphase 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. For accounts over 100 KW, monthly billing demand established hereunder shall not be less than 60% of the greater of (a) the customer's contract capacity in excess of 100 KW, or (b) the customer's highest previously established monthly billing demand during the past 11 months in excess of 100 KW. In no event shall the monthly billing demand be less than 5 KW for any account.

If more than 50% of the customer's connected load is for electric space heating purposes, the minimum monthly billing demand for the billing months of June through October will be 25% of the greater of (a) the customer's contract capacity in excess of 100 KW, or (b) the customer's highest previously established monthly billing demand during the past 11 months in excess of 100 KW.

For customers primarily engaged in seasonal agricultural related activities, the minimum monthly billing demand will be 25% of the greater of (a) the customer's contract capacity in excess of 100 KW, or (b) the customer's highest previously established monthly billing demand during the past 11 months in excess of 100 KW.

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

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**SCHEDULE OAD - GS-3**  
(Open Access Distribution - General Service - Medium/High Load Factor)

Excess KVA Demand

The monthly KVA demand shall be determined by dividing the maximum metered KW demand by the average monthly power factor.

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

Metered Voltage

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

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

Term of Contract

For customers with annual average demands 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 pursuant to the Company's Terms and Conditions of Open Access Distribution Service.

The Company shall not be required to provide delivery in excess of that contracted for except by mutual agreement.

Special Terms and Conditions

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

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**SCHEDULE OAD - GS-3**

**(Open Access Distribution - General Service - Medium/High Load Factor)**

**Special Terms and Conditions (Cont'd)**

In the event the Company, in order to prevent voltage fluctuations or disturbances on its system, installs separate transformer or transformers to supply service to welders, x-ray machines, or other equipment having similar electrical operating characteristics, such service will be metered and billed separately from the customer's other service. The minimum monthly charge for separate service to welders, x-ray machines, etc., will be the amount determined pursuant to the Minimum Charge section above, plus \$0.49/KVA of installed transformer capacity.

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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## P.U.C.O. NO. 19

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

Availability of Service

Available for general service customers who request and receive electric generation service from a qualified CRES Provider. The customer shall contract for sufficient capacity to meet normal maximum delivery requirements, but in no case shall the capacity contracted for be less than 8,000 KW. ~~This schedule shall remain in effect through the last billing cycle of December 2009.~~

Customers with multiple plants served under Schedule I.P., P.U.C.O. No. 14, 5<sup>th</sup> Revised Sheet No. 18, on April 20, 1981, at a subtransmission or transmission delivery voltage pursuant to the provision then in the tariff which provided that contracts will be made for minimum capacities of 20,000 KVA in the aggregate for all plants, but not less than 3,000 KVA at any one plant, may be served hereunder at the rate for the appropriate delivery voltage. Additional or substitute plants may not be served under that provision.

Monthly Rate

	Primary	Subtrans.	Trans.
Schedule Code	861	862	863
Customer Charge (\$)	162.30	429.62	534.63
Distribution Demand Charge (\$/KW)	2.77	1.15	0.43
Distribution Energy Charge (¢/KWH)	0.03512	0.03512	0.03512

Reactive Demand Charge for each KVAR of reactive demand,  
 Leading or lagging, in excess of 50% of the KW metered demand      \$0.48 per KVAR

Minimum Charge

The minimum monthly charge under this schedule shall be the sum of the customer charge, the product of the demand charge and the 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.

(Continued on Sheet No. 24-2D)

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## P.U.C.O. NO. 19

SCHEDULE OAD - GS-4  
(Open Access Distribution - General Service - Large)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 of \$1.33/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.

- 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

- 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 accounts not so paid, the customer shall pay the Company interest on the unpaid amount at the rate of eight percent (8%) per annum from the due date to the date of payment of said bills.
- 2) 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.

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SCHEDULE OAD - GS-4  
(Open Access Distribution - General Service - Large)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 - Advanced Energy Fund Rider	61-1D
OAD - KWH Tax Rider	62-1D
OAD - Provider of Last Resort Charge Rider	69-1D
OAD - Energy Efficiency and Peak Demand Reduction Cost Recovery Rider	81-1D
OAD - Economic Development Cost Recovery Rider	82-1D
OAD - Enhanced Service Reliability Rider	83-1D

Monthly Billing Demand

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. The monthly billing demand established hereunder shall not be less than 60% of the greater of (a) the customer's contract capacity, or (b) the customer's highest previously established monthly billing demand during the past 11 months, nor less than 8,000 KW.

For customers having multiple plants pursuant to the second paragraph under Availability of Service above, the monthly billing demand in KW for each plant shall be taken as the single highest 30-minute integrated peak in KW as registered at such plant during the month by a demand meter or indicator, but the monthly billing demand so established shall in no event be less than 60% of the greater of (a) the customer's contract capacity at such plant, or (b) the customer's highest previously established monthly billing demand at such plant during the past 11 months, or less than 3,000 KW, nor shall the sum of the billing demands at all plants be less than 20,000 KW in any month.

The reactive demand in KVAR shall be taken each month as the single highest 30-minute integrated peak in KVAR as registered during the month by a demand meter, or indicator, or, at the Company's option, as the highest registration of a thermal-type demand meter or indicator.

If the Company elects to adjust KWH, KW, and KVAR based on multipliers, the adjustment shall be in accordance with the following:

(Continued on Sheet No. 24-4D)

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

Metered Voltage

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

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

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 pursuant to the Company's Terms and Conditions of Open Access Distribution Service.

The Company shall not be required to provide delivery in excess of that contracted for except by mutual agreement.

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 the 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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## P.U.C.O. NO. 19

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. ~~This schedule shall remain in effect through the last billing cycle of December 2009.~~

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, its agents, or employees, and upon further condition that the customer shall not be liable to 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.

Determination of Standby Contract Capacity

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)	4.98	3.21	0.28	0.14
Energy Charge (\$/KWH)	0.03512	0.03512	0.03512	0.03512

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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## P.U.C.O. NO. 19

**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 \$1.83/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

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 rate schedule shall apply.

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## P.U.C.O. NO. 19

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

- 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 accounts not so paid, an additional charge of five percent (5%) of the unpaid balance will be made.
- 2) 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.

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## P.U.C.O. NO. 19

**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 - Advanced Energy Fund Rider	61-1D
OAD - KWH Tax Rider	62-1D
OAD - Provider of Last Resort Charge Rider	69-1D
OAD - Energy Efficiency and Peak Demand Reduction Cost Recovery Rider	81-1D
OAD - Economic Development Cost Recovery Rider	82-1D
OAD - Enhanced Service Reliability Rider	83-1D

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 reasonable times.

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## P.U.C.O. NO. 19

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:
  - a. 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;
  - b. 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.
2. 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.

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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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## P.U.C.O. NO. 19

**SCHEDULE OAD - OL**  
**(Open Access Distribution - Outdoor Lighting Service)**

Availability of Service

Available for outdoor lighting to individual customers who request and receive electric generation service from a qualified CRES Provider. Lamps installed hereunder may be located in such positions as to light public thoroughfares where street lighting service of the thoroughfares is not provided by a political subdivision. ~~This schedule shall remain in effect through the last billing cycle of December 2009.~~

Monthly Rates**OVERHEAD LIGHTING SERVICE**

For each lamp with luminaire and an upsweep arm not over 6 feet in length or bracket mounted floodlight, controlled by photoelectric relay, where service is supplied from an existing pole and secondary facilities of Company:

	<b>Rate Per Lamp Per Month (\$)</b>
9,000 lumen high pressure sodium	4.76
22,000 lumen high pressure sodium	5.66
22,000 lumen high pressure sodium floodlight	5.64
50,000 lumen high pressure sodium floodlight	6.26
17,000 lumen metal halide floodlight	7.14
29,000 lumen metal halide floodlight	6.57

THE FOLLOWING LAMPS ARE IN PROCESS OF ELIMINATION AND ARE NOT AVAILABLE FOR NEW INSTALLATIONS:

	<b>Rate Per Lamp Per Month (\$)</b>
2,500 lumen incandescent	6.91
4,000 lumen incandescent	7.45
7,000 lumen mercury	5.43
20,000 lumen mercury	8.95
20,000 lumen mercury floodlight	8.77
50,000 lumen mercury floodlight	10.05

When service cannot be supplied from an existing pole of the Company carrying a secondary circuit, the Company will install one pole and/or one span of secondary circuit of not over 150 feet for an additional charge of \$4.05 per month.

When facilities other than those specified above are to be installed by the Company, the customer will, in addition to the above monthly charge or charges, pay in advance the installation cost for the new overhead facilities in excess of one pole and/or 150 feet of secondary circuit.

(Continued on Sheet No. 40-2D)

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## P.U.C.O. NO. 19

SCHEDULE OAD - OL  
(Open Access Distribution - Outdoor Lighting Service)Monthly Rates (cont'd)**POST TOP LIGHTING SERVICE**

	Rate Per Lamp Per Month (\$)
For each 7000 lumen mercury lamp on 12 foot post*	9.40
For each 9000 lumen high pressure sodium on 12 foot post	8.93

\* Not available for new installations

The Company will provide lamp, photoelectric relay control, post top luminaire, post, and installation, including underground wiring for a distance of 30 feet from the Company's existing secondary circuits.

When a customer requires an underground circuit longer than 30 feet for post top lighting service, the customer will:

- 1) Pay to the Company in advance a charge of \$4.14 per foot for the length of underground circuit in excess of 30 feet, and
- 2) Pay a monthly facilities charge of \$0.55 for each 25 feet (or fraction thereof) of underground circuit in excess of 30 feet.

The customer will, where applicable, be subject to the following conditions in addition to paying the charges set forth above.

- 1) Customers requiring service where rock or other adverse soil conditions are encountered will be furnished service provided the excess cost of trenching and backfilling (cost in excess of \$4.06/foot of the total trench length) is paid to the Company by the customer.
- 2) In the event the customer requires that an underground circuit be located beneath a driveway or other pavement, the Company may require the customer to install protective conduit in the paved areas.

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.

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## P.U.C.O. NO. 19

**SCHEDULE OAD - OL**  
**(Open Access Distribution - Outdoor Lighting Service)**

Billing Options (cont'd)

- 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.

Payment

- 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 15 days after the mailing of the bill.
- 2) 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:

<b>Title</b>	<b>Sheet No.</b>
OAD - Universal Service Fund Rider	60-1D
OAD - Advanced Energy Fund Rider	61-1D
OAD - KWH Tax Rider	62-1D
OAD - Provider of Last Resort Charge Rider	69-1D
OAD - Energy Efficiency and Peak Demand Reduction Cost Recovery Rider	81-1D
OAD - Economic Development Cost Recovery Rider	82-1D
OAD - Enhanced Service Reliability Rider	83-1D

(Continued on Sheet No. 40-4D)

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P.U.C.O. NO. 19

SCHEDULE OAD - OL  
(Open Access Distribution - Outdoor Lighting Service)

Term of Contract

Annual.

Hours of Lighting

All lamps shall burn from one-half hour after sunset until one-half hour before sunrise, every night and all night, burning approximately 4,000 hours per annum.

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 the regular scheduled working hours of the Company. The Company shall be allowed two working days after notification by the customer to replace all burned out lamps.

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 shall take any required distribution service under Schedule OAD-SBS or Schedule OAD-NEMS.

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Joseph Hamrock, President  
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## P.U.C.O. NO. 19

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

Availability of Service

Available for street lighting service to municipalities, townships, counties and other governmental subdivisions who request and receive electric generation service from a qualified CRES Provider. Service rendered hereunder is predicated upon the existence of a valid agreement between the Company and the customer specifying the type, number and location of lamps to be supplied and lighted. ~~This schedule shall remain in effect through the last billing cycle of December 2009.~~

Service to be Rendered

The Company agrees to provide and maintain a street lighting system for the customer through a general system of overhead distribution sufficient to continuously operate the lamps to give the maximum amount of illumination obtainable under commercial conditions from one-half hour after sunset until one-half hour before sunrise, every night and all night, approximately 4,000 hours per annum. An underground system of distribution will be provided at prices applicable to overhead distribution where the customer pays for trenching and backfilling or provides underground ducts designed to Company specification.

Monthly Rates

Rates applicable to existing installations. Rates also applicable to high pressure sodium for new installations and for replacing incandescent, fluorescent or mercury vapor lamps where installation can be made on an existing pole within 150' of existing secondary electric service. The Company will be the sole judge of the adequacy of existing facilities necessary to make these installations.

	Rate Per Lamp Per Month			
	On Wood Pole**	On Metal Pole	Multiple Lamps On Metal Pole	Post Top
<b>Mercury Vapor</b>	<b>(\$)</b>	<b>(\$)</b>	<b>(\$)</b>	<b>(\$)</b>
7000 Lumen	3.67	7.11	--	--
11000 Lumen	4.24	8.35	--	--
20000 Lumen	4.54	8.96	6.96	--
50000 Lumen	8.23	13.08	--	--
7000 Lumen Post Top*	--	--	--	7.04
<b>High Pressure Sodium</b>				
9000 Lumen	3.25	8.09	5.66	--
16000 Lumen	3.31	8.13	5.71	--
22000 Lumen	3.80	8.64	6.22	--
50000 Lumen	4.11	8.95	6.53	--
9000 Lumen Post Top*	--	--	--	6.77

\*Available where the customer pays for trenching and backfilling or provides for underground ducts designed to Company specifications.

\*\*Applicable to Company-owned fixtures on customer-owned facilities approved by the Company.

(Continued on Sheet No. 41-2D)

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## P.U.C.O. NO. 19

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

Rates applicable to installations after November 4, 1988 that require a new pole and secondary electric service. Fixtures and poles will be standard utility grade secured from the Company's normal suppliers. The Company will be the sole judge of the suitability of the types of fixtures and poles used.

	Rate Per Lamp Per Month			
	On Wood Pole	On Metal Pole	Multiple Lamps On Metal Pole	Post Top
<b>High Pressure Sodium</b>	<b>(\$)</b>	<b>(\$)</b>	<b>(\$)</b>	<b>(\$)</b>
9000 Lumen	8.98	23.22	13.23	—
16000 Lumen	9.04	23.28	13.28	—
22000 Lumen	9.54	23.77	13.79	—
50000 Lumen	9.86	24.09	14.10	—
9000 Lumen Post Top*	—	—	—	8.31

\*Available where the customer pays for trenching and backfilling or provides for underground ducts designed to Company specifications.

Electric Receptacles

A separate charge of \$1.84/month shall be made when electrical receptacles are included in metal pole installations.

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. 41-3D)

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## P.U.C.O. NO. 19

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

- 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 on or before the 15th day of the month succeeding that in which the service is rendered. On accounts not paid within 30 days of the mailing date of the bill, an additional charge of five percent (5%) of the total amount billed will be made.
- 2) 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.

Lamp Outages

For all outages which shall be reported daily in writing to the Company by a proper representative of the customer, the customer may deduct from the total monthly amount under this schedule which would have been paid for any lamp had no outage occurred, a sum bearing the ratio to such total as the period of the outage bears to the total time the lamps should have been lighted in any month; provided however, that should the lighting of any lamp or lamps be stopped by burnouts, vandalism or unavoidable accident, the Company shall be allowed 24 hours after the notice of the outage, Saturdays, Sundays and legal holidays excluded, in which to again light such lamp or lamps without being liable to deduction as above provided.

Relocation and Removal of Lamps

Lamps may be relocated or removed when requested in writing by a proper representative of the customer, subject, however to the following conditions:

Lamps will be relocated upon payment by the customer of the estimated cost of doing the work.

Lamps will be removed upon payment by the customer of the estimated cost of doing the work plus the undepreciated investment less salvage value of the lamps removed.

Upon completion of the work, billing for relocation or removal of lamps will be adjusted to reflect actual costs.

The Company will remove or relocate lamps as rapidly as labor conditions will permit.

(Continued on Sheet No. 41-4D)

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## P.U.C.O. NO. 19

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

Temporary Disconnection of Lamps

The Company will for a period of up to six months disconnect a lamp for a charge of \$17.18 plus a monthly fixed charge based upon the following schedule.

	Rate Per Lamp Per Month			
	On Wood Pole	On Metal Pole	Multiple Lamps On Metal Pole	Post Top
<b>EXISTING FACILITIES:</b>	<b>(\$)</b>	<b>(\$)</b>	<b>(\$)</b>	<b>(\$)</b>
<b>Mercury Vapor</b>				
7000 Lumen	2.17	4.85	--	--
11000 Lumen	2.61	5.59	--	--
20000 Lumen	2.20	5.26	3.94	--
50000 Lumen	2.20	6.05	--	--
7000 Lumen Post Top	--	--	--	4.81
<b>High Pressure Sodium</b>				
9000 Lumen	3.26	9.96	6.60	--
16000 Lumen	3.31	10.00	6.64	--
22000 Lumen	3.97	10.66	7.30	--
50000 Lumen	4.33	11.01	7.65	--
9000 Lumen Post Top	--	--	--	8.10
<b>FACILITIES ON NEW POLE:</b>				
<b>High Pressure Sodium</b>				
9000 Lumen	8.12	31.68	17.59	--
16000 Lumen	9.38	31.81	17.63	--
22000 Lumen	9.98	32.50	18.32	--
50000 Lumen	12.08	32.90	18.72	--
9000 Lumen Post Top	--	--	--	10.85

If within the six-month period the customer requests to have the lamp reconnected, a reconnection charge of \$17.18 shall be made and the lamp will be billed at the monthly rate charged prior to disconnection. Disconnected lamps will be removed after six months and new installations will be billed at rates applicable to new installations.

Applicable Riders

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

(Continued on Sheet No. 41-5D)

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## P.U.C.O. NO. 19

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

Applicable Riders (cont'd)

<b>Title</b>	<b>Sheet No.</b>
OAD - Universal Service Fund Rider	60-1D
OAD - Advanced Energy Fund Rider	61-1D
OAD - KWH Tax Rider	62-1D
OAD - Provider of Last Resort Charge Rider	69-1D
OAD - Energy Efficiency and Peak Demand Reduction Cost Recovery Rider	81-1D
OAD - Economic Development Cost Recovery Rider	82-1D
OAD - Enhanced Service Reliability Rider	83-1D

Term of Contract

Contracts under this schedule will be made for not less than one year and shall continue thereafter until terminated sixty days after either party has given written notice to the other of the intention to terminate. The Company will have the right to make contracts for periods of longer than one year, taking into consideration the amount of facilities to be furnished by the Company in providing street lighting service.

Special Terms and Conditions

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

Customers with cogeneration and/or small power production facilities shall take any required distribution service under Schedule OAD-SBS or Schedule OAD-NEMS.

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 (\$)	5.51
Energy Rate (¢/KWH)	0.94381

The minimum charge under the distribution energy rate is the customer charge.

In addition to the charges pursuant to the Rate above, all applicable Riders as stated herein shall apply.

Bills computed under this provision 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 accounts not paid within 30 days of the mailing date of the bill, an additional charge of five percent (5%) of the total amount billed will be made.

(Continued on Sheet No. 41-6D)

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## P.U.C.O. NO. 19

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

The customer has the option of selecting the Company and/or an alternative supplier for metering or meter data management 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 \$0.28/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.

- 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.

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## P.U.C.O. NO. 19

**SCHEDULE OAD - EHG**  
(Open Access Distribution - Electric Heating General)

Availability is limited to those customers served under Schedule EHG as of December 31, 2000 and who request and receive electric generation service from a qualified CRES Provider. ~~This schedule shall remain in effect through the last billing cycle of December 2009.~~

Monthly Rate (Schedule Codes 885, 886, 887)

Customer Charge (\$)	21.96
Distribution Energy Charge (¢/KWH)	1.32863

There shall be added to the above KWH charges \$1.18 for each KW of monthly demand in excess of 30 KW.

Minimum Charge

The minimum monthly charge under this schedule shall be the sum of the customer charge and all applicable riders.

Measurement and Determination of Demand

Customer's demand will be taken monthly to be the highest registration of a thermal type demand meter.

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 \$0.90/month shall apply.

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## P.U.C.O. NO. 19

SCHEDULE OAD - EHG  
(Open Access Distribution - Electric Heating General)Metering and Billing Options (cont'd)

If the customer has received metering services from a 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

- 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 accounts not so paid, an additional charge of five percent (5%) of the unpaid balance will be made.
- 2) 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. 42-3D)

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## P.U.C.O. NO. 19

**SCHEDULE OAD - EHG**  
(Open Access Distribution - Electric Heating General)Applicable Riders

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

<b>Title</b>	<b>Sheet No.</b>
OAD - Universal Service Fund Rider	60-1D
OAD - Advanced Energy Fund Rider	61-1D
OAD - KWH Tax Rider	62-1D
OAD - Provider of Last Resort Charge Rider	69-1D
OAD - Energy Efficiency and Peak Demand Reduction Cost Recovery Rider	81-1D
OAD - Economic Development Cost Recovery Rider	82-1D
OAD - Enhanced Service Reliability Rider	83-1D

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.

When church buildings are electrically heated and are served through a separate meter and billed separately, the above energy rate applies, but there shall be no demand charge.

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

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## P.U.C.O. NO. 19

SCHEDULE OAD - EHS  
(Open Access Distribution - Electric Heating Schools)Availability of Service

Availability is limited to those customers served under Schedule EHS as of December 31, 2000 and who request and receive electric generation service from a qualified CRES Provider. ~~This schedule shall remain in effect through the last billing cycle of December 2000.~~

Monthly Rate (Schedule Code 881)

Distribution Energy Charge (\$/KWH)	0.21744
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Minimum Charge

The minimum monthly charge under this schedule shall be the sum of \$12.22/month 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 \$1.32/month shall apply.

If the customer has received metering services from a 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.

(Continued on Sheet No. 43-2D)

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## P.U.C.O. NO. 19

**SCHEDULE OAD - EHS**  
**(Open Access Distribution - Electric Heating Schools)**

**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.

**Payment**

- 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 15 days after the mailing of the bill.
- 2) 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:

<b>Title</b>	<b>Sheet No.</b>
OAD - Universal Service Fund Rider	60-1D
OAD - Advanced Energy Fund Rider	61-1D
OAD - KWH Tax Rider	62-1D
OAD - Provider of Last Resort Charge Rider	69-1D
OAD - Energy Efficiency and Peak Demand Reduction Cost Recovery Rider	81-1D
OAD - Economic Development Cost Recovery Rider	82-1D
OAD - Enhanced Service Reliability Rider	83-1D

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**SCHEDULE OAD - EHS**  
(Open Access Distribution - Electric Heating Schools)

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 shall take any required distribution service under Schedule OAD - SBS or Schedule OAD - NEMS.

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**SCHEDULE OAD - SS**  
(Open Access Distribution - School Service)

Availability of Service

Availability is limited to those customers served under Schedule SS as of December 31, 2000 and who request and receive electric generation service from a qualified CRES Provider. ~~This schedule shall remain in effect through the last billing cycle of December 2009.~~

Monthly Rate (Schedule Code 882)

Customer Charge (\$)	31.84
Distribution Charge (\$/KWH)	1.24738

Minimum Charge

The minimum monthly charge under this schedule shall be the sum of 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 \$1.23/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.

(Continued on Sheet No. 44-2D)

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## P.U.C.O. NO. 19

**SCHEDULE OAD - SS**  
**(Open Access Distribution - School Service)**

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.

Payment

- 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 15 days after the mailing of the bill.
- 2) 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:

<b>Title</b>	<b>Sheet No.</b>
OAD - Universal Service Fund Rider	60-1D
OAD - Advanced Energy Fund Rider	61-1D
OAD - KWH Tax Rider	62-1D
OAD - Provider of Last Resort Charge Rider	69-1D
OAD - Energy Efficiency and Peak Demand Reduction Cost Recovery Rider	81-1D
OAD - Economic Development Cost Recovery Rider	82-1D
OAD - Enhanced Service Reliability Rider	83-1D

(Continued on Sheet No. 44-3D)

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 AEP Ohio

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**SCHEDULE OAD - SS**  
**(Open Access Distribution - School Service)**

**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 shall take any required distribution service under Schedule OAD - SBS or Schedule OAD - NEMS.

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**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 ..... \$1.19 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 an annual basis on July 1st of each year for all accumulated initial contacts from the preceding year.

Annual Attachment Charge:

- A. Any person or entity, other than a Public Utility,  
 a Rural Cooperative Electric Company or Electric  
 Light Company Operated by a Municipality ..... \$3.72 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. The full attachment charge shall be payable for any pole occupied or reserved at any time during the rental year.

If the customer wishes to abandon an attachment during a rental year, notification should be made to the Company which will reduce the total number of rental contacts accordingly for the next annual rental billing.

Billing of annual charges will be rendered in advance annually on July 1st of each year 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 on the next annual billing date.

Special Charges as provided below

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

(Continued on Sheet No. 45-2D)

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

Rates and Charges (Cont'd)

All charges for inspection, installation, removal, replacement or rearrangement work necessary to facilitate the Customers' 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 customary methods used by the Company in determining such cost.

Billing 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 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 8% of the amount invoiced.

Contracts

Pole attachments shall be allowed only upon signing by the Company and the customer of a written Agreement making reference to this schedule.

Term of Contract

Agreements executed with reference to this schedule shall continue in force until terminated by either party giving to the other party sixty (60) days prior written notice. Such termination, however, shall not 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.

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

Effective Cycle 1 January 2009, 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 0.10601¢/KWH for the first 833,000 KWH consumed each month and 0.01681¢/KWH for all KWH consumed each month in excess of 833,000 KWH.

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**OAD - ADVANCED ENERGY FUND RIDER**  
**(Open Access Distribution – Advanced Energy 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 Advanced Energy 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.

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**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 account

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## P.U.C.O. NO. 19

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

Effective Cycle 1 ~~January-April 2009~~ through the last billing cycle of December 2009, all customer bills subject to the provision of this Rider, including any bills rendered under special contract, shall be adjusted by the Provider of the Last Resort Charge per KWH as follows:

Schedule	¢/KWH
OAD - RS	0.31771
OAD - GS -1	0.35875
OAD - GS -2	0.36695
OAD - GS -3	0.26354
OAD - GS -4	0.21522
OAD - EHG	0.39076
OAD - EHS	0.50548
OAD - SS	0.40104
OAD - OL	0.07760
OAD - SL	0.07737
OAD - SBS	0.25642

Effective Cycle 1 January 2010, the Provider of Last Resort Charge shall be the following:

Schedule	¢/KWH
OAD - RS	0.23366
OAD - GS -1	0.26384
OAD - GS -2	0.26988
OAD - GS -3	0.19382
OAD - GS -4	0.15828
OAD - EHG	0.28739
OAD - EHS	0.37175
OAD - SS	0.29494
OAD - OL	0.05707
OAD - SL	0.05690
OAD - SBS	0.18858

Customers of a governmental aggregation where the legislative authority that formed such governmental aggregation has filed written notice with the Commission pursuant to Section 4928.20 (J), Ohio Revised Code, that it has elected not to receive default service from the Company at standard service offer rates shall not be subject to charges under this Rider.

Customers that elect to take energy service from a CRES Provider and agree to pay the market price of power should they return to energy service from the Company, shall not be subject to charges under this Rider.

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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.

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## P.U.C.O. NO. 19

**OAD – ENERGY EFFICIENCY AND PEAK DEMAND REDUCTION COST RECOVERY RIDER**  
(Open Access Distribution – Energy Efficiency and Peak Demand Reduction Cost Recovery Rider)

Effective Cycle 1 ~~January~~ April 2009, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Energy Efficiency and Peak Demand Reduction Cost Recovery charge per KWH as follows:

Schedule	¢/KWH
OAD – RS	0.00000
OAD – GS-1	0.00000
OAD – GS-2	0.00000
OAD – GS-3	0.00000
OAD – GS-4	0.00000
OAD – EHG	0.00000
OAD – EHS	0.00000
OAD – SS	0.00000
OAD – OL	0.00000
OAD – SL	0.00000
OAD – SBS	0.00000

If approved by the Commission, mercantile customers that have committed their demand response or other customer-sited capabilities, whether existing or new, for integration into the Company's demand response, energy efficiency or peak demand reduction programs, may be exempted from this Rider.

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OAD – ECONOMIC DEVELOPMENT COST RECOVERY RIDER  
(Open Access Distribution – Economic Development Cost Recovery Rider)

Effective Cycle 1 ~~January-April~~ 2009, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Economic Development Cost Recovery charge of 0.00000% of the customer's distribution charges under the Company's Schedules, excluding charges under any applicable Riders. This Rider shall be adjusted periodically to recover amounts authorized by the Commission.

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OAD – ENHANCED SERVICE RELIABILITY RIDER  
(Open Access Distribution – Enhanced Service Reliability Rider)

Effective Cycle 1 April 2009, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Enhanced Service Reliability charge of 7.46876% of the customer's distribution charges under the Company's Schedules, excluding charges under any applicable Riders. This Rider shall be adjusted periodically to recover amounts authorized by the Commission.

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## P.U.C.O. NO. 19

## 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 Ohio Power Company (OPCo 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 1<sup>st</sup>, 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]    EMERGENCY PROCEDURES DURING DECLINING SYSTEM FREQUENCY****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**

1. 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.

2. 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.
4. At 59.5 Hz automatically shed 3-1/3% of System internal load, excluding interruptibles, by relay action.
5. 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

6. At 59.3 Hz automatically shed an additional 3-1/3% of System internal load, excluding interruptibles, by relay action.
7. At 59.1 Hz automatically shed an additional 5% of System internal load, excluding interruptibles, by relay action.
8. At 59.0 Hz automatically shed an additional 5% of System internal load, excluding interruptibles, by relay action.
9. 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.
- c. 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).

(Continued on Sheet No. 90-4D)

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## EMERGENCY ELECTRICAL PROCEDURES

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.

(Continued on Sheet No. 90-5D)

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## EMERGENCY ELECTRICAL PROCEDURES

## 11. 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.
- c. 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.

(Continued on Sheet No. 90-6D)

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## EMERGENCY ELECTRICAL PROCEDURES

## 13. Mandatory Load Curtailment (DOE Report Required)

- a. 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.

(Continued on Sheet No. 90-7D)

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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.

1. 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.
  - b) 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.
2. 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:
  - a) 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.
  - f) Purchase energy from industrial customers with generation facilities to the extent practicable.

(Continued on Sheet No. 90-8D)

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## EMERGENCY ELECTRICAL PROCEDURES

- 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.
  - i) 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.
- 3. 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:
  - a) Discontinue emergency deliveries to neighboring utilities unless the receiving utility agrees to return like quantities of energy within seven days.
  - b) 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.
- 5. 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:

(Continued on Sheet No. 90-9D)

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## P.U.C.O. NO. 19

## EMERGENCY ELECTRICAL PROCEDURES

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
- c) 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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