Legal Department



American Electric Power 1 Riverside Plaza Columbus, OH 43215-2373 AEP.com

March 21, 2013

Honorable Greta See Honorable Jonathan J. Tauber Attorney Examiners Public Utilities Commission of Ohio 180 East Broad Street Columbus, Ohio 43215

Re: Case Nos. 11-346-EL-SSO, 11-348-EL-SSO, 11-349-EL-AAM, 11-350-EL-AAM, and 89-6007-EL-TRF

Dear Attorney Examiners See and Tauber:

On January 30, 2013, the Commission issued an Entry on Rehearing in Case Nos. 11-346-EL-SSO et al. (Entry on Rehearing) that modified the approved Electric Security Plan for the Ohio Power Company (dba AEP Ohio). Pursuant to the Entry on Rehearing, AEP Ohio is submitting compliance tariffs to address the changes in section paragraphs 26 and 30 with regard to absolving the current minimum stay rules in January of 2014 and amendments to the current switch fees which are charged. A set of Redlined tariffs are included as "Exhibit A" and a clean set of tariffs are included as "Exhibit B." Further, the 90-day notice requirement referenced in the Entry on Rehearing has already been discontinued by AEP Ohio. In closing, while most of the tariff language revisions are self-explanatory based on a reading of the Entry on Rehearing and have been reviewed by Staff, an electronic copy of this filing is being served upon the parties.

Thank you for your attention to this matter.

Respectfully Submitted,

cc: Parties of Record

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Exhibit A

1st Revised Sheet No. 103-23D Cancels Original Sheet No. 103-23D

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

the requested change within two business days. If the customer challenges the requested change, the change will not be initiated.

Residential and General Service–1 customers have 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. General Service–2, 3, and 4 customers must contact the CRES Provider directly to stop the switch. 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. This charge shall be reduced to \$5.00 after December 31, 2013 and will be billable to either the customer or 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.

Filed pursuant to Ordere dated December 14, 2011 January 30, 2013 in Case Nos. 11-346-EL-SSO, 11-348-EL-SSO, 11-351-EL AIR, and 11-352 EL AIR

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TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

28. 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 2.0% additional average losses of amounts received by the Company for delivery to the customer. Customers served at secondary distribution voltage require 5.4% additional average losses of amounts received by the Company for delivery to the customer.

29. 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.

30. 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. This requirement shall not apply after December 31, <u>20142013</u>.

Customers served under residential and small commercial (GS-1) rate schedules 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

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TERMS AND CONDITIONS OF OPEN ACCESS DISTRIBUTION SERVICE

at any time during the period from May 16 to September 15. This requirement shall not apply after December 31, <u>20142013</u>.

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 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.

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Summary: Tariff COMPLIANCE TARIFFS electronically filed by Mr. Steven T Nourse on behalf of American Electric Power Service Corporation