

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

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

In the Matter of the Application of)	
Ohio Power Company to)	Case No. 13-729-EL-ATA
Amend Its Supplier Coordination)	
Tariff and Related Contracts)	

1. APPLICANT RESPECTFULLY PROPOSES: (Check applicable proposals)

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

2. DESCRIPTION OF PROPOSAL:

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

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

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

☒ Exhibit A - existing schedule sheets (to be superseded) if applicable

☒ Exhibit B-1 Clean copies of proposed schedule sheets

☒ Exhibit B-2 Marked copies of proposed schedule sheets

☐ Exhibit C-1

(a) if new service is proposed, describe:

(b) if new equipment is involved, describe (preferably with a picture, brochure, etc.) and where appropriate, a statement distinguishing proposed service from existing services;

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

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

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

5. This application will not result in an increase in rates, joint rates, tolls, classifications, charges or rentals.
6. The Company requests that the Commission permit the filing of the rate schedules shown in Exhibit B-1 to this application, to become effective on the date identified in Exhibit C-3 to this Application.
7. The Company also requests approval of its proposed updated CRES Agreement, which is attached as Exhibit D. Upon approval, CRES providers will be migrated from their existing agreements to the new updated agreement. Exhibit C-3 also summarizes and explains the CRES Agreement updates.

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

Respectfully submitted,

/s/ Steven T. Nourse

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Counsel for Ohio Power Company

Exhibit A

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

31. SUPPLIER TERMS AND CONDITIONS OF SERVICE

1. CONTENTS

Paragraph	Section
2	Application
3	Customer Choice of Competitive Service Provider
4	Changing Competitive Service Providers
5	Minimum Stay Requirements
6	General Provisions for Competitive Service Providers
7	Transmission Service
8	Supplier Certification with the Commission
9	CRES Provider Registration with the Company
10	CRES Provider Credit Requirements
11	Customer Enrollment Process
12	Confidentiality of Information
13	Losses
14	Meter Service Providers (MSPs)
15	Meter Data Management Agents (MDMAs)
16	Consolidated Billing By a Billing Agent (BA)
17	Consolidated Billing By the Company
18	Metering and Load Profiling
19	Deposits
20	Payments
21	Company's Liability
22	Competitive Service Provider's Liability
23	Meter Accuracy and Tests
24	Billing Corrections
25	Termination or Suspension of a CRES Provider

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.

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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.

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

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. 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

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

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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. This requirement shall not apply after December 31, 2014.

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 at any time during the period from May 16 to September 15. This requirement shall not apply after December 31, 2014.

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

6. GENERAL PROVISIONS FOR COMPETITIVE SERVICE PROVIDERS

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

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

7. TRANSMISSION SERVICE

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

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

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

8. SUPPLIER CERTIFICATION WITH THE COMMISSION

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

9. CRES PROVIDER REGISTRATION WITH THE COMPANY

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

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

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TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

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

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

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

10. CRES PROVIDER CREDIT REQUIREMENTS

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

In considering a CRES Provider's creditworthiness, the Company will review whether the CRES Provider has, and maintains, stable, or better, investment grade senior unsecured (un-enhanced) long-term debt ratings from any two of the following three rating agencies:

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AGENCY	SENIOR UNSECURED LONG-TERM DEBT RATINGS
Standard & Poor's	BBB- or higher
Moody's Investors' Services	Baa3 or higher
Fitch	BBB- or higher

The CRES Provider also will provide the Company, for its creditworthiness determination, with its or its parent's most recent independently-audited financial statements, or Form 10K (if applicable), for the last three fiscal years, and its or its parent's most recent quarterly unaudited financial statements or Form 10-Q (if applicable).

The Company shall make reasonable alternative credit arrangements with a CRES Provider that is unable to establish its creditworthiness or 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, which must be in an acceptable format and from an acceptable issuer 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 Company may request the CRES Provider to pay \$150.00 per list provided.

The Company will offer the Customer Information List with updates available quarterly. 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.

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TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

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

Customer name
Service address
Service city
Service state and zip code
Mailing address
Mailing city
Mailing state and zip code
Rate schedule under which service
is rendered
Rider (if applicable)
Load profile reference category
Meter type (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, Peak Load Contribution
and Network Service Peak Load, 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.

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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.

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

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

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

d. Government Aggregation Customer Information List

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

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

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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.

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 2.0% 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.

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. A \$500.00 initial registration fee payable to the Company and a \$100.00 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.

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- 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.

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.

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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.
- 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.

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Issued by
Pablo Vegas, President
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

- 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.
- 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:

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AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

- a. A \$100.00 annual registration fee payable to the Company.
- b. Proof of creditworthiness to the Company, including an appropriate financial instrument to be held by the Company and used in the event of damages as a result of the BA's actions.
- 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.
- 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.

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AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

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 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.

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	57.00
Perform manual meter reading	43.00
Check phone line and perform manual meter reading due to communication loss	47.00
Replace surge protector	119.00
Replace interval board	121.00
Replace modem board	210.00
Replace interval and modem boards	260.00

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AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

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 a dedicated analog telephone line for purposes of reading the meter.

A customer that is required to have interval metering and provide a dedicated analog telephone line must have both the interval meter and dedicated analog telephone line installed and operational before a CRES Provider may serve such customer. Any DASR submitted by a CRES Provider will be rejected if this requirement is not met.

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

19. DEPOSITS

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

20. PAYMENTS

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

21. COMPANY'S LIABILITY

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

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AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION 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.

23. METER ACCURACY AND TESTS

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

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

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

24. BILLING CORRECTIONS

Any correction of bills due to a meter registration error must be coordinated with the other entities utilizing the billing data which is in error. Any entity which detects an error in billing data shall promptly notify the MDMA or the Company if it is performing the function of the MDMA. The MDMA shall then correct any necessary data and provide to the appropriate entities such data as required for billing, settlement, scheduling, forecasting and other functions. Any billing corrections shall be consistent with the provisions of the Company's Terms and Conditions of Open Access Distribution Service.

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P.U.C.O. NO. 20

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 (11th) 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 (6th) business day. Termination or suspension shall require authorization from the Commission.

The Company shall send notices pursuant to this section by e-mail, fax, overnight mail, or hand delivery to the Commission and Staff at the Commission's offices. The Company shall notify all Commissioners, the Chief of Staff, the Director of the Consumer Services Department, the Director of the 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.

32. 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, or unless the information was or thereafter becomes available to the public other than as a result of disclosure by the company.

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Exhibit B-1

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

31. SUPPLIER TERMS AND CONDITIONS OF SERVICE

1. CONTENTS

Paragraph	Section
2	Application
3	Customer Choice of Competitive Service Provider
4	Changing Competitive Service Providers
5	Minimum Stay Requirements
6	General Provisions for Competitive Service Providers
7	Transmission Service, RTO Settlements, and Reliability Requirements
8	Supplier Certification with the Commission
9	CRES Provider Registration with the Company
10	CRES Provider Credit Requirements
11	Customer Enrollment Process
12	Confidentiality of Information
13	Losses
14	Meter Service Providers (MSPs)
15	Meter Data Management Agents (MDMAs)
16	Consolidated Billing By a Billing Agent (BA)
17	Consolidated Billing By the Company
18	Metering and Load Profiling
19	Deposits
20	Liability and Indemnification
21	Competitive Service Provider's Liability
22	Meter Accuracy and Tests
23	Billing Services
24	Customer Payment Processing and Collections for Consolidated Billing
25	CRES Provider Billing Terms and Conditions
26	Default, Suspension, and Termination of a CRES Provider
27	Voluntary Withdrawal by a CRES Provider
28	Dispute Resolution

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.

Issued: _____

Effective: _____

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AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

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.

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 actual meter reading or bill 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

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 (2) business days. If the customer challenges the requested change, the change will not be initiated. Residential and General Service—1 customers have seven (7) calendar 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 (2) business days

Issued: _____

Effective: _____

Issued by
Pablo Vegas, President
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

after receiving a customer request to rescind enrollment with a CRES Provider, the Company shall initiate such rescission and mail the customer confirmation that such action has been taken.

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

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

In the event that a CSP's services are permanently terminated, and the CSP has not provided for service to the affected customers, the CSP shall send timely notification to the Company and the affected 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 or the applicable Market Based Service schedule 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.

Issued: _____

Effective: _____

Issued by
Pablo Vegas, President
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

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. This requirement shall not apply after December 31, 2014.

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 at any time during the period from May 16 to September 15. This requirement shall not apply after December 31, 2014.

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 fourteen (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.

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. In the event the CRES Provider fails to supply sufficient energy to serve its

Issued: _____

Effective: _____

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AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

customers, the CRES Provider shall be responsible for payment for such energy as provided in Section 7b of these Supplier Terms and Conditions of Service.

7. TRANSMISSION SERVICE, RTO SETTLEMENTS, AND RELIABILITY REQUIREMENTS

a. 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 operator (RTO). PJM Interconnection, L.L.C. (PJM) is currently the applicable RTO. 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 applicable Open Access Transmission 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.

Failure to obtain sufficient transmission service and ancillary services will result in a suspension of the CRES Provider's registration until resumption of such services by the CRES Provider occurs.

b. RTO Settlements

Except as otherwise provided in this Section 7b, billing for settlements shall be rendered by the Transmission Provider in accordance with the applicable Open Access Transmission Tariff, applicable FERC orders and applicable business practice manuals for functions including but not limited to energy, capacity, energy imbalance service, transmission service, ancillary service and administrative costs.

Meter data collected by the Company shall be used to calculate the quantity of energy actually used by a CRES Provider's customers for a particular energy imbalance period.

1. Monthly Metered Customers - Data from monthly metered customers is collected corresponding to customers' billing cycles. To reconcile energy mismatches on an hourly basis, the Company shall convert such meter data for customers to equivalent hourly usage using load profiles. Resultant hourly meter level values will be loss adjusted to represent generation level through the application of loss factors as specified in the applicable Open Access Transmission Tariff.

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AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

2. Interval Metered Customers - Data from interval metered customers will be collected by the Company on a monthly basis. To reconcile energy mismatches on an hourly basis, the Company will use the actual time interval data. The actual interval metered energy consumption will be expressed at generation level through the application of loss factors as specified in the applicable Open Access Transmission Tariff.
3. Calculation of Load - Load shall be calculated according to the AEP-Ohio CRES Hourly Energy Calculation Process, which shall be posted on the Company's website.
4. Calculation of Capacity Obligation: CRES Provider capacity obligations shall be calculated according to the AEP-Ohio CRES Capacity Obligation Calculation Process, which shall be posted on the Company's website.
5. Transmission Provider Deration of load MWhs - Where applicable, the Company's load shall be derated by the Company for calculation of charges under the applicable Open Access Transmission Tariff.

On a calendar month basis, monthly metered customers' actual usage and hourly metered Customers' actual usage shall be aggregated by the Company to arrive at the total hourly aggregated load for each CRES Provider and submitted to the Transmission Provider in accordance with the applicable Open Access Transmission Tariff and applicable business practice manuals.

Unaccounted for Energy may be determined by comparing the aggregate load of all CRES Providers and the Company at the generation level including losses to the AEP Ohio load less non retail load for each respective hour. The difference may then be allocated to the CRES Provider based on a ratio of each CRES Provider's load to the total load of the CRES Providers and the Company on an hourly basis. The Company may update the method of allocation of Unaccounted For Energy (UFE) as more detailed data becomes available.

Subsequent to the PJM 60-day settlement procedure described in the AEP-Ohio CRES Hourly Energy Calculation Process, PJM's monthly bills to the Company and CRES Provider shall be subject to adjustment for any errors in arithmetic, computation, meter readings or other errors as agreed upon by the Company and the CRES Provider. The Company shall perform calculations to determine the value of reconciliation quantities associated with settlements beyond 60 days and either submit those calculations to PJM for billing purposes or bill the CRES Provider directly.

c. Reliability Requirements

A CRES Provider shall satisfy those applicable reliability requirements issued by the Commission, Transmission Provider, or any other governmental agency or North American Electric Reliability Corporation (NERC) or regional reliability council or their successor who has authority over the CRES Provider.

Issued: _____

Effective: _____

Issued by
Pablo Vegas, President
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

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 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 for the State of Ohio, along with a non-refundable \$100.00 registration fee payable to the Company.
- c. A \$100.00 annual registration fee payable to the Company, which shall be due July 1 of the first calendar year following the year of initial registration and each calendar year thereafter.
- d. An appropriate financial instrument to be held by the Company against CRES Provider defaults and a description of the CRES Provider's plan to procure sufficient electric energy and transmission services to meet the requirements of its firm service customers.
- e. The name of the CRES Provider, business and mailing addresses, and the names, telephone numbers and e-mail addresses of appropriate contact persons, including the 24-hour emergency contact telephone number and emergency contact person(s).
- f. Details of the CRES Provider's dispute resolution process for customer complaints.
- g. A signed statement by the officer(s) of the CRES Provider committing it to adhere to the Company's Open Access Distribution Schedules, Terms and Conditions of Open Access Distribution Service, Supplier Terms and Conditions of Service and any additional requirements stated in any agreement between the CRES Provider and the Company regarding services provided by either party.
- h. An executed Electric Distribution Utility/Competitive Retail Electric Service Provider Agreement and completion of EDI testing for applicable transaction sets necessary to commence service. The Company shall perform EDI testing in quarterly flights and include the CRES Provider in the next available flight.

Issued: _____

Effective: _____

Issued by
Pablo Vegas, President
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

- i. The Company shall approve or disapprove the CRES Provider's registration within thirty (30) calendar days of receipt of complete registration information from the CRES Provider. The thirty (30) day time period may be extended for up to thirty (30) days for good cause shown, or until such other time as is mutually agreed to by the CRES Provider and the Company.

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

The Company may reject a CRES registration for any of the following reasons:

- a. The CRES Provider has been rejected by the Company as not being creditworthy.
- b. The Company has provided written notice to the CRES Provider that a registration is incomplete and the CRES Provider has failed to submit a completed registration within thirty (30) calendar days of the notification.
- c. The CRES Provider has undisputed outstanding debts to the Company.
- d. The CRES Provider has failed to comply with payment and billing requirements as specified in these Supplier Terms and Conditions of Service.
- e. The CRES Provider has failed to comply with all applicable requirements of the Transmission Provider Open Access Transmission Tariff for its registration to be accepted as complete.
- f. The CRES Provider has failed to execute an Electric Distribution Utility/Competitive Retail Electric Service Provider Agreement, and/or has not completed EDI testing for applicable transaction sets necessary for the commencement of service.

The Company shall not be required to provide services to a CRES Provider unless the CRES Provider is current in its payment of all charges owed under these Supplier Terms and Conditions of Service, Terms and Conditions of Open Access Distribution Service.

CRES Providers shall be solely responsible for having appropriate contractual or other arrangements with their customers necessary to implement Competitive Retail Electric Service consistent with all applicable laws, Commission requirements, Transmission Provider Open Access Transmission Tariff and these Supplier Terms and Conditions of Service. The Company shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.

Nothing in these Supplier Terms and Conditions of Service is intended to prevent a CRES Provider and a customer from agreeing to reallocate between them any charges that these Supplier Terms and Conditions of Service impose on the CRES Providers, provided that any such agreement shall not change in any way the CRES Provider's obligation to pay such charges to the Company, and that any such agreement shall not confer upon the Company any right to seek recourse directly from the CRES Provider's Customer for any charges owed to the Company by the CRES Providers.

Issued: _____

Effective: _____

Issued by
Pablo Vegas, President
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

Customers of a CRES Providers remain bound by the rules and requirements of the applicable Company Tariff under which they receive service from the Company.

10. CRES PROVIDER CREDIT REQUIREMENTS

Definitions Used in This Section

"Letter of Credit" means a standby irrevocable letter of credit acceptable to the Company issued by a U.S. bank or financial institution with a minimum "A-" senior unsecured debt rating (or, if unavailable, corporate issuer rating) from S&P or a minimum "A3" senior unsecured debt rating (or, if unavailable, corporate issuer rating) from Moody's, in a form acceptable to the Company.

"Moody's" means Moody's Investors Service, Inc.

"S&P" means Standard and Poor's Rating Services.

a. Credit Application

All CRES Providers must complete the CRES Provider Registration Application for the State of Ohio to be considered for participation in the Company's Choice Program.

b. Determination of Creditworthiness

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.

In considering a CRES Provider's creditworthiness, the Company will review whether the CRES Provider has, and maintains, stable, or better, investment grade senior unsecured (un-enhanced) long-term debt ratings from any two of the following three rating agencies, provided, however, that the Company may limit the amount of unsecured credit to be granted to such Certified Supplier if the Company reasonably determines that such limitation is necessary to protect the Company from an unacceptable level of risk.

AGENCY	SENIOR UNSECURED LONG-TERM DEBT RATINGS
Standard & Poor's	BBB- or higher
Moody's Investors' Services	Baa3 or higher
Fitch	BBB- or higher

The CRES Provider also will provide the Company, for its creditworthiness determination, with its or its parent's most recent independently-audited financial statements, or Form 10K (if applicable), for the last three fiscal years, and its or its parent's most recent quarterly unaudited financial statements or Form 10-Q (if applicable).

The Company shall make reasonable alternative credit arrangements with a CRES Provider that is unable to establish its creditworthiness or with those CRES Providers whose credit

Issued: _____

Effective: _____

Issued by
Pablo Vegas, President
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

requirements exceed their allowed unsecured credit limit. The CRES Provider may choose from any of the following credit arrangements, which must be in an acceptable format and from an acceptable issuer to the Company: a guarantee of payment from a Guarantor who meets the above debt rating requirements; an irrevocable Letter of Credit; a cash deposit 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 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.

1. Initial Credit Calculation:

Initially, the Company will calculate the amount of the CRES Provider's collateral requirement by multiplying thirty (30) days of CRES Provider's maximum anticipated peak summer energy usage times the price set at the next July forward index price, as established by a generally accepted industry price index for wholesale power delivered to the Company's load zone within the RTO, and subtracting therefrom the amount of the CRES Provider's allowed unsecured credit limit. The initial collateral requirement shall be compared against actual usage and the greater of the estimate or actual usage shall applied until twelve (12) month's history is established. The collateral requirement shall be rounded up to the nearest integral multiple of \$1,000.

2. Ongoing Credit Calculation:

Ongoing, the Company will calculate the amount of the CRES Provider's collateral requirement by multiplying CRES Provider's actual highest monthly energy usage over a rolling twelve (12) month period times the price set at the next July forward index price, as established by a generally accepted industry price index for wholesale power delivered to the Company's load zone within the RTO, and subtracting therefrom the amount of the CRES Provider's allowed unsecured credit limit. The collateral requirement shall be rounded up to the nearest integral multiple of \$1,000. Collateral requirements and credit exposure shall be monitored monthly by the Company. Any CRES Provider whose credit exposure exceeds its credit limit will be required to provide additional collateral within three (3) business days of Company's request.

c. Interest on Cash Deposits

The Company will allow simple interest on cash deposits calculated at the Federal Funds Rate over the time period the cash is on deposit. In cases of discontinuance or termination of services, cash deposits will be returned with accrued interest upon payment of all Charges, guarantees and with deduction of unpaid accounts.

d. On-going Credit Evaluation

The Company reserves the right to review each CRES Provider's creditworthiness at any time. The CRES Provider must provide current financial and credit information. In addition, the CRES Provider may request re-evaluation at any time. It is anticipated that demand, unanticipated market movements and economic reasons will result in exposures nearing or exceeding the prescribed credit limits or collateral originally in place. It is also noted that additional collateral may be required due to a degradation of credit rating or repayment ability of a CRES Provider. Any subsequent review or re-evaluation of a CRES Provider's creditworthiness may result in the CRES

Issued: _____

Effective: _____

Issued by
Pablo Vegas, President
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

Provider being required to post collateral not previously requested. The new, additional or change in collateral requirement will be necessary to enhance, restore or maintain the Company's credit protection. In the alternative, the Company may limit a CRES Provider's level of participation or remove the CRES Provider from further participation in the Company's Choice Program.

e. Financial Obligation—Dispute Resolution

If the CRES Provider disputes the calculation of the amount due, as calculated by the Company, the CRES Provider shall notify the Company not later than the close of business on the business day following the due date. The parties will consult each other in good faith in an attempt to resolve the dispute. If the parties fail to resolve the dispute by the close of business on the business day following the notification of the dispute by the CRES Provider, the CRES Provider shall comply with the Company's request for payment. The CRES Provider may appeal the Company's determination of credit requirements to the Commission or seek Staff mediation as to any dispute.

If it is determined that the payment shall be less than the amount requested by the Company, the Company shall refund the excess payment plus simple interest calculated at the Federal Funds Rate over the time period the cash is on deposit to the Certified Supplier by the close of business on the business day following receipt of the Commission's or Staff's determination.

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 Company may request the CRES Provider to pay \$150.00 per list provided.

The Company will offer the Customer Information List with updates available quarterly. 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.

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

Customer name
Service address
Service city
Service state and zip code
Mailing address
Mailing city
Mailing state and zip code

Issued: _____

Effective: _____

Issued by
Pablo Vegas, President
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

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, Peak Load
Contribution and Network Service Peak
Load, 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.

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 (2) 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.

Issued: _____

Effective: _____

Issued by
Pablo Vegas, President
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

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

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

d. Government Aggregation Customer Information List

Upon request, the Company will provide to any governmental aggregator certified by the Commission a Government Aggregation Customer Information List. The Company will provide the Government Aggregation Customer Information List by compact disc or other electronic medium that the Company deems appropriate. The information will be prepared and distributed in a uniform and useable format that allows for data sorting.

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).

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.

Issued: _____

Effective: _____

Issued by
Pablo Vegas, President
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

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 2.0% 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.

14. METER SERVICE PROVIDERS (MSPs)

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. 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. A \$500.00 initial registration fee payable to the Company and a \$100.00 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.

Issued: _____

Effective: _____

Issued by
Pablo Vegas, President
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

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.

Issued: _____

Effective: _____

Issued by
Pablo Vegas, President
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

- 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.

Issued: _____

Effective: _____

Issued by
Pablo Vegas, President
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

- 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.

If no entity satisfies the above criteria, the Company shall act as the MDMA. As long as the Company is acting as the MDMA, the Company shall read the meters of the CRES Provider's customers in accordance with the Company's meter reading cycles, which the Company intends to have posted to its website at <http://www.aepohio.com>. Within three (3) business days of the meter read date, the Company shall electronically transmit the usage information for the CRES Provider's customers to the CRES Provider.

16. CONSOLIDATED BILLING BY A BILLING AGENT (BA)

BAs desiring to provide service to customers in the Company's Service Territory must submit a written application to the Company in order to provide consolidated billing related services to customers. Such application shall include the following:

- a. A \$100.00 annual registration fee payable to the Company.
- 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.

Issued: _____

Effective: _____

Issued by
Pablo Vegas, President
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

- 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.
- 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.

17. CONSOLIDATED BILLING BY THE COMPANY

Upon request, pursuant to Section 23 of these Supplier Terms and Conditions of Service, the Company will offer rate-ready or bill-ready Company-issued consolidated bills to customers receiving service from a CRES Provider upon designation of the rate-ready or bill-read option, as applicable, in the Electric Distribution Utility/Competitive Retail Electric Service Provider Agreement. The cost to provide consolidated billing services by the Company to the CRES Provider will be no more than half of the total cost of bill print, insert and postage incurred, and included as part of the executed agreement. Company-issued consolidated billing will include budget billing as an option. The CRES Provider must electronically provide all information in a bill-ready format.

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.

Issued: _____

Effective: _____

Issued by
Pablo Vegas, President
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

18. METERING AND LOAD PROFILING

All customers with a maximum monthly billing demand of 200 kW or greater during the most recent twelve (12) months shall install a dedicated analog phone line and 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 and repair 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. Any necessary replacement of the meter where repair is not possible will be performed at cost, based upon premise installation and load requirements.

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	57.00
Perform manual and non-analog meter reading	43.00
Check phone line and perform manual meter reading due to communication loss	47.00
Replace surge protector	119.00
Replace modem board	210.00

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 a dedicated analog telephone line for purposes of reading the meter.

A customer that is required to have interval metering and a dedicated analog phone line must have this equipment installed and operational before a CRES provider may serve the Customer. If a DASR is accepted prior to the installation of the interval metering and the telephone line, the Company, at its sole discretion, will select and install, metering required for Open Access Distribution service. The customer will be charged the cost of the installation and the monthly reading fee. The cost of subsequently changing any meter due to a change in the customer's circumstance will result in additional charges for the meter change-out.

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

Issued: _____

Effective: _____

Issued by
Pablo Vegas, President
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

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.

The Company, acting as a designated agent for the CRES Provider, will supply hourly load data to Transmission Provider, for the CRES Provider. The Company will provide this data in accordance with the Transmission Provider Open Access Transmission Tariff, including estimates when necessary. The Company will be held harmless for any actions taken while performing agent responsibilities. Meter data collected by the Company shall be used to calculate the quantity of energy actually consumed by a CRES Provider's end-use customers for a particular period. Such collection shall occur at the time of an end-use customer's monthly meter read. Thus, in order to measure the energy consumed by all end-use customers on a particular day, at least one month is required for data collection. It is the responsibility of the CRES Provider to understand this process.

Data from monthly-metered end-use customers is collected in subsets corresponding to end-use customer billing cycles, which close on different days of the month. The Company shall convert such meter data, including estimates, for end-use customers to the equivalent hourly usage. Metered usage will be applied to customer segment load curves to derive an estimate for the hour-by-hour usage.

Data from interval-metered end-use customers will also be collected at least monthly by the Company on a billing cycle basis.

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. LIABILITY AND INDEMNIFICATION

a. General Limitation on Liability.

The Company shall have no duty or liability with respect to Competitive Retail Electric Service before it is delivered by a CRES Provider to an interconnection point with the AEP Rate Zone. After its receipt of Competitive Retail Electric Service at the point of delivery, the Company shall have the same duty and liability for transmission and distribution service to customers receiving Competitive Retail Electric Service as to those customers receiving electric energy and capacity from the Company. The Company shall have no liability to a CRES Provider for any consequential, indirect, incidental, special, ancillary, punitive, exemplary, or other damages, including lost profits, lost revenues, or other monetary losses arising out of any errors or omissions.

b. Limitation on Liability for Service Interruptions and Variations.

The Company does not guarantee continuous, regular and uninterrupted supply of 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,

Issued: _____

Effective: _____

Issued by
Pablo Vegas, President
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's control.

c. Additional Limitations On Liability In Connection With Direct Access.

Except as provided in the Company's Supplier Terms and Conditions of Service, the Company shall have no duty or liability to a CRES Provider providing Competitive Retail Electric Services arising out of or related to a contract or other relationship between a CRES Provider and a customer of the CRES Provider. The Company shall implement customer selection of a CRES Provider consistent with applicable rules of the Commission and shall have no liability to a CRES Provider providing Competitive Retail Electric Services arising out of or related to switching CRES Provider, unless and to the extent that the Company is negligent in switching or failing to switch a customer.

d. Commission Approval of Limitations on Liability.

The Commission approval of the above language in respect to the limitation of liability arising from the Company's negligence does not constitute a determination that such limitation language 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 consequential damage claims, it should also be the court's responsibility to determine the validity of the exculpatory clause.

e. Indemnification.

To the fullest extent permitted by law, the CRES Provider shall defend, indemnify and hold harmless the Company from and against any and all claims and/or liabilities for losses, expenses, damage to property, injury to or death of any person, including the Company's employees or any third parties, or any other liability incurred by the Company, including reasonable attorneys' fees, relating to performance under these Supplier Terms and Conditions of Service, except to the extent that a court of competent jurisdiction determines that the losses, expenses or damage were caused wholly or in part by any grossly negligent or willful act of omission of the Company

The CRES Provider's obligation to defend, indemnify and hold harmless under this Article shall survive termination of the Electric Distribution Utility/Competitive Retail Electric Service Provider Agreement, and shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CRES Provider under any statutory scheme, including any workers compensation acts, disability benefit acts or other employee benefit acts.

21. 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,

Issued: _____

Effective: _____

Issued by
Pablo Vegas, President
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

shall be allowed to make any internal or external adjustments to any meter or other piece of apparatus which belongs to the Company.

22. 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.

23. BILLING SERVICES

a. Billing Options.

A CRES Provider must select a billing option for each of its customer accounts. The billing options are limited to the following: (1) separate billing by the Company and the CRES Provider, (2) Company Consolidated and Rate-Ready Billing, or (3) Company Consolidated and Bill-Ready Billing. Nothing in these Supplier Terms and Conditions of Service shall require the Company to bill customers manually. Thus, if the CRES Provider is offering price plans that are not considered by the Company as standard rates, the Company will provide the CRES Provider with sufficient meter data on a timely basis so that the CRES Provider can bill the customer directly under the separate billing method or can opt for Company Consolidated and Bill-Ready Billing. The billing option must be selected by the time the CRES Provider completes EDI testing. If the Company inaccurately applies the usage information to the rates approved by the CRES Provider for Company Consolidated and Rate-Ready Billing, the CRES Provider shall notify the Company immediately and the Company shall make a correction in a succeeding billing period. The CRES Provider is responsible for receiving and resolving all customer rate disputes involving charges for services received from the CRES Provider. Either the Company or the CRES Provider may terminate Company Consolidated and Rate-Ready Billing or Company Consolidated and Bill-Ready Billing at any time upon not less than thirty (30) days' written notice to the other party. From and after the date of termination of Company Consolidated and Rate-Ready Billing or Company Consolidated and Bill-Ready Billing, the Company shall have no further obligation beyond presenting the CRES Provider's charges for services rendered and to collect and remit payments to the CRES Providers on charges presented to the customer prior to such date of termination.

Issued: _____

Effective: _____

Issued by
Pablo Vegas, President
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

b. Billing Cycle.

Current Company practice is to render bills regularly at monthly intervals, but bills may be rendered more or less frequently at the Company's option. Rate values stated for direct application to regular monthly billing periods will be adjusted when the time elapsed between billings is substantially greater or less than a month.

c. Generation Resource Mix.

CRES Providers are responsible for providing a Generation Resource Mix statement to their own customers in accordance with Commission requirements.

d. Setting Up Certified Suppliers' Rates.

CRES Providers using the Consolidated and Rate-Ready Billing option must furnish specific rate information to the Company in a format acceptable for the Company's billing system. The CRES Provider will then be required to authorize the Company to begin billing, using the new rate, before enrolling any customers on that rate.

1. The Company will provide all Commission certified and Company enrolled CRES Providers with system requirements and record layouts needed to perform this function.
2. The CRES Provider will be responsible for creating and verifying the rate information that the Company will use to calculate and bill the CRES Provider's charges.
3. The approved rate information must be in production within the Company's billing system before any customers may be enrolled under that rate. In production means installed in and approved by the Company's billing system and the CRES Provider. New rates must be entered at least six days prior to the effective date, and the new rate must be in effect for the entire bill period.

Timetable for Setting up Certified Suppliers' Rates.

1. The Company defines standard rates as falling into one of following rate types:
 - a. a percentage discount from Price To Compare (PTC)
 - b. a fixed dollar amount
 - c. a monthly customer charge
 - d. a fixed rate per KWH
 - e. a fixed rate per KW
 - f. a flat rate/fixed monthly other than customer choice

Issued: _____

Effective: _____

Issued by
Pablo Vegas, President
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

- g. a configurable stepped rate with KWH usage ranges
 - h. a seasonal rate
- 2. The Company will have five calendar days to set up and system test any standard rates other than those under the Percentage-off Rate option and fifteen days to set up standard rates under the Percentage-off Rate option.
 - 3. Within three (3) business days after the Company receives the approval of rates from the CRES Provider, the rates will be placed in production in the Company's billing system and will be available for billing.
 - 4. When the rates are in the Company's billing system and are available for billing, the CRES Provider may register on the EDI customer accounts it wants to be billed on the new rate.
 - 5. All customer enrollments received before the rate is in production will be rejected.

Electronic Transmission of Customer Billing Data.

- 1. If the CRES Provider chooses to have the Company bill for the customer's electric commodity usage under the Company Consolidated and Rate-Ready Billing option, the Company will provide usage and charges in standard electronic format.
- 2. If the CRES Provider chooses the Company Consolidated and Bill-Ready Billing option, the Company will provide usage in a standard electronic format and the CRES Provider will provide the Company with the Certified Supplier's charges in a standard electronic format.

- e. Company Consolidated and Rate-Ready Billing.

The following business rules will apply to the Company's Consolidated and Rate-Ready Billing Option:

- 1. The Company shall calculate and present charges on the next bill generated for the customer for Competitive Retail Electric Services. The CRES Provider assumes the responsibility for the rate supplied for each customer as validated from the Rate Management Portal.
- 2. Within three (3) business days of the meter read date, the Company shall electronically transmit the usage and billing information for the CRES Provider's customers to the CRES Provider.

Issued: _____

Effective: _____

Issued by
Pablo Vegas, President
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

3. The Company shall present charges on the next bill generated for the customer unless one or more of the following conditions apply: 1) the CRES Provider and the customer was terminated over 60 days before; 2) the Company no longer presents a bill to the customer because of a change in CRES Provider and billing option. If none of these exemptions apply, the Company will present the CRES Provider's charges on the next two consecutive scheduled billings after the relationship between the CRES Provider and the customer terminates.
 4. In the event any CRES Provider's charges are not included on a Company Rate-Ready Billing for any reason, the only obligation the Company shall have is to include those charges on the next monthly bill unless one or more of the exempting conditions exists as described in the above paragraph. The Company shall not cancel/rebill any billing in which the CRES Provider submitted an incorrect rate code or validated an incorrect rate on the Rate Management Portal.
 5. The Company will charge hourly for administrative and technical support to institute program modifications associated with the implementation of consolidated billing on non-standard rates requested by the CRES Provider and reviewed and approved by the Company. A high level estimate of the work shall be provided and agreed upon in advance. The fixed rate for program modifications necessitated by a request for Consolidated and Rate-Ready Billing shall be \$95 per hour.
 6. The Company shall reimburse the CRES Provider for all charges collected on behalf of the CRES Provider within three (3) business days following receipt of the customer's payment, when possible, but at least every two weeks. The Company will continue to bill for previous balances due the CRES Provider on the bill as long as the relationship between the CRES Provider and the customer exists, and for the two scheduled billing periods after the relationship terminates. If no payments are received from the customer after the Company has presented charges for these two scheduled billing periods, all unpaid balances, regardless of age, due the CRES Provider, will be electronically transmitted by the Company via an EDI 248 write off transaction to the CRES Provider. No payments will be forwarded to the CRES Provider after the acknowledgement of the receipt of such a transaction.
- f. Company Consolidated and Bill-Ready Billing.

The following business rules will apply to the Company's Consolidated and Bill-Ready Billing Option:

1. Within three (3) business days of receiving usage information for an account in a standard electronic format from the Company, the CRES Provider will provide the Company, in bill-ready format, the CRES Provider's charges for the account in a standard electronic format for presentation on the Company's current invoice to the customer.

Issued: _____

Effective: _____

Issued by
Pablo Vegas, President
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

2. The Company shall present charges on the next bill generated for the customer unless one or more of the following conditions apply: (1) the CRES Provider and the customer was terminated over 60 days before; (2) the Company no longer presents a bill to the customer because of a change in CRES Provider and billing option. If none of these exemptions apply, the Company will present the CRES Provider's charges on the next two consecutive scheduled billings after the relationship between the CRES Provider and the customer terminates.
2. The charges received from the CRES Provider by the Company in standard electronic format for each account will contain no more than twenty charge amounts with twenty associated charge descriptions.
3. Charge descriptions will be no longer than eighty characters each (including punctuation and spaces), and charge amounts will not exceed twelve characters each (including spaces, dollar sign, decimal, and, if applicable, negative sign).
4. If a CRES Provider submits a charge description(s) longer than fifty characters, the Company will wrap the charge description(s) to the next character line on its invoice. The corresponding charge amounts will appear in a column to the right of where each charge description ends.
5. If wrapping causes charge descriptions to exceed available lines, each charge description will be truncated and will be printed on the Company's current invoice with the corresponding charge amount appearing in a column to the right of each charge description.
6. If a CRES Provider submits more than twenty charge amounts for an account, the Company will reject the entire submission for the account via a standard electronic format.
7. The Company will allow up to eight lines on its invoice to display the details of the CRES Provider's charges as follows:
 - a. The Company will display the CRES Provider's name and phone number.
 - b. The charge descriptions and charge amounts submitted by the CRES Provider will be displayed.
 - c. The Company will sum the charge amounts submitted by the CRES Provider and display the total on the line following the last charge description submitted by the CRES Provider.
 - d. In situations where the CRES Provider receives revised usage information for an account from the Company in a standard electronic format, the Company will provide an additional line on its

Issued: _____

Effective: _____

Issued by
Pablo Vegas, President
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

invoice for the total amount of each month of cancelled charges it receives from the CRES Provider in a standard electronic format. The Company will display the dollar amount of the cancelled charges, provided that the twelve character charge amount limit is not exceeded, on an additional line for each month of cancelled charges. The CRES Provider's corrected charges, submitted to the Company in a standard electronic format, will be displayed on the Company's invoice as described in parts i) through iv) above for each month of corrected charges. CRES Providers will not include cancelled charges within the same standard electronic transaction where corrected charges are submitted to the Company.

8. Customer payments for CRES Provider charges will be remitted by the Company to the appropriate CRES Provider, subject to the payment provisions in Section 24 of these Supplier Terms and Conditions of Service.
9. Within two (2) business days of any date on which the CRES Provider electronically transmits bill-ready charges to the Company, the Company shall transmit to the CRES Provider, via an EDI transaction 824, notice of rejected charges showing, by SDI, those CRES Provider charges that could not be posted to the specific customer's SDI for bill presentment and explaining why those charges could not be so posted by the Company. The CRES Provider shall correct or modify the charges and resubmit them to the Company and such charges will appear on the next Company consolidated bill presented to the customer. In the event any CRES Provider's charges are not included on a Company consolidated billing, for any reason, the only obligation the Company shall have is to include those charges on the next monthly bill unless one or more of the exempting conditions exist as described paragraph 2 of this subsection.
10. The CRES Provider will reimburse the Company for the cost to provide Consolidated bill-ready and rate-ready billing services to the CRES Provider. Such costs shall be no more than half of the total cost of bill print, insert and postage incurred, and included as part of the executed agreement.

f. Special Messages.

Rule 4901:1-24-11 of the Ohio Administrative Code mandates that a CRES Provider must provide notice of abandonment on each billing statement rendered to its end-use customers beginning at least ninety days prior to the effective date of the abandonment and continue to provide notice on all subsequent billing statements until the service is abandoned. Where the Company is performing billing services for a CRES Provider, the Company must provide this notice on the billing statement. The Company is not offering bill message services for CRES Provider in any other instance.

The Company is not required to send bill inserts or add special attachments to the bill format for CRES Providers to communicate to customers. Any other special messages either required by the Commission or elected are the responsibility of the CRES Provider.

Issued: _____

Effective: _____

Issued by
Pablo Vegas, President
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

h. Financial Obligation – Dispute Resolution.

If the CRES Provider disputes the calculation of the amount due, as calculated by the Company, the CRES Provider shall notify the Company not later than the close of business on the business day following the due date. The parties will consult each other in good faith in an attempt to resolve the dispute. If the parties fail to resolve the dispute by the close of business on the business day following the notification of the dispute by the CRES Provider, the CRES Provider shall comply with the Company's request for payment. The CRES Provider may appeal the Company's determination of credit requirements to the Commission or seek Commission Staff mediation as to any dispute.

If it is determined that the payment shall be less than the amount requested by the Company, the Company shall refund the excess payment plus interest calculated at the lower of the average of the Federal Reserve Lending Rate over the time period the cash is on deposit or 4.5% annually to the CRES Provider by the close of business on the business day following receipt of the Commission's or Commission Staff's determination.

j. Billing Corrections

Any correction of bills due to a meter registration error must be coordinated with the other entities utilizing the billing data which is in error. Any entity which detects an error in billing data shall promptly notify the MDMA or the Company if it is performing the function of the MDMA. The MDMA shall then correct any necessary data and provide to the appropriate entities such data as required for billing, settlement, scheduling, forecasting and other functions. Any billing corrections under this paragraph shall be consistent with the provisions of the Company's Terms and Conditions of Open Access Distribution Service.

k. Customer Load Reports

Requests from the CRES Provider to the Company for customer load data will be submitted to the Company and provided back to the CRES Provider using standard electronic format. Requests for manually prepared interval load data reports will be provided at a charge of \$50 to the CRES Provider.

24. CUSTOMER PAYMENT PROCESSING AND COLLECTIONS FOR CONSOLIDATED BILLING

Where the Company acts as the billing agent for the CRES Provider, the Company shall reimburse the CRES Provider for all charges collected on behalf of the CRES Provider with three (3) business days following receipt of the customer's payment, when possible, but at least every two (2) weeks. The Company will continue to bill for previous balances due the CRES Provider on the bill as long as the relationship between the CRES Provider and the customer exists, and for the two (2) scheduled billing periods after the relationship terminates. If no payments are received from the customer after the Company has presented charges for these two (2) scheduled billing periods, all unpaid balances, regardless of age, due the CRES Provider, will be electronically transmitted by the Company via an EDI 248 write off transaction to the CRES Provider in accordance with the Electric Distribution Utility/Competitive Retail Electric Service Provider Agreement. No payments will be forwarded to the CRES Provider after the acknowledgement of the receipt of this transaction.

Issued: _____

Effective: _____

Issued by
Pablo Vegas, President
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

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.

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

25. CRES PROVIDER BILLING TERMS AND CONDITIONS

Current Company practice is to render bills to the CRES Provider regularly at monthly intervals, but bills may be rendered more or less frequently at the Company's option. Rate values stated for direct application to regular monthly billing periods will be adjusted when the time elapsed between billings is substantially greater or less than a month.

A CRES Provider shall make payment for charges incurred on or before the due date shown on the bill. The due date shall be determined by the Company and shall not be less than three (3) business days from the date of transmittal of the bill.

26. DEFAULT, SUSPENSION, AND TERMINATION OF A CRES PROVIDER

a. Default.

A CRES Provider is in default of its obligations under the Company's Customer Choice Program if any one or more of the following occurs:

1. The CRES Provider fails to perform any material obligation under these Supplier Terms and Conditions of Service;
2. The CRES Provider fails to fully pay an invoice from the Company within three (3) business days following the due date of the invoice.
3. The CRES Provider's credit exposure exceeds the unsecured credit limit or the Company's current collateral enhancement requirement by 5% or more and the CRES Provider has failed to comply with the Company's request for adequate security or adequate assurance of payment within three (3) business days of the Company's request.
4. The Commission has decertified the CRES Provider or otherwise declared it ineligible to participate in the Ohio Customer Choice Program or the Company's Customer Choice Program.
5. The CRES Provider's action or inaction has or will jeopardize the operational integrity, safety, or reliability of the Company's transmission or distribution system.

Issued: _____

Effective: _____

Issued by
Pablo Vegas, President
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

6. The CRES Provider or the performing services on behalf of the CRES Provider, through actions or inactions, becomes in default of any agreement with or requirement of PJM.
7. The CRES Provider misuses the Company Consolidated and Bill-Ready Billing option by incorrectly using the name of the Company or the name of one of the Company's affiliates in a charge description or otherwise using this billing option in a misleading or defamatory manner.
8. The CRES Provider voluntarily withdraws from the Company's Customer Choice Program without providing at least ninety calendar days notice to the Company.
9. The CRES Provider files a voluntary petition in bankruptcy; has an involuntary petition in bankruptcy filed against it; is insolvent; has a receiver, liquidator or trustee appointed to take charge of its affairs; has liabilities that exceed its assets; or is otherwise unable to pay its debts as they become due.

b. Notice of Suspension or Termination.

Notwithstanding any other provision of these Supplier Terms and Conditions of Service or the Electric Distribution Utility/Competitive Retail Electric Service Provider Agreement, in the event of default, the Company shall serve a written notice of such default, providing reasonable detail and a proposed remedy, on the CRES Provider, with a copy contemporaneously provided to 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 service to the CRES Provider. Except for default due to failure by the CRES Provider to deliver Competitive Retail Electric Service, if the Commission does not act within ten (10) business days after receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the eleventh business day after receipt of the request by the Commission. If the default is due to failure by the CRES Provider to deliver Competitive Retail Electric Service and the Commission does not act within five (5) business days after receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the sixth business day after receipt of the request by the Commission. Terminations or suspensions shall require authorization from the Commission.

c. Notices

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.

Issued: _____

Effective: _____

Issued by
Pablo Vegas, President
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

d. Effect of Suspension

In the event of suspension, the CRES Provider shall not be permitted to enroll any new End-use customers in the Company's Customer Choice Program. During the period of suspension, the CRES Provider shall continue to serve its existing end-use customers.

e. Effect of Termination on CRES Provider's End-use Customers

In the event of termination, the CRES Provider's end-use customers shall be returned to the Company's Standard Offer Rate effective on each end-use customer's next Meter Read Date after the date of termination.

f. Effect of Termination on CRES Provider

The CRES Provider shall not be permitted to enroll any new end-use customers in the Company's Customer Choice Program unless it re-registers in the Company's Customer Choice Program, pursuant to the requirements of Section 9 of these Supplier Terms and Conditions of Service.

27. VOLUNTARY WITHDRAWAL BY A CRES PROVIDER

A CRES Provider that withdraws from Competitive Retail Electric Service and fails to provide at least ninety (90) days electronic notice of said withdrawal shall reimburse the Company for any of the following costs associated with the withdrawal:

- a. mailings by the Company to the CRES Provider's customers to inform them of the withdrawal and their options;
- b. non-standard/manual bill calculation and production performed by the Company;
- c. CRES Provider data transfer responsibilities that must be performed by the Company;
- d. charges, costs, or penalties imposed on the Company by other parties resulting from CRES Provider's non-performance; and
- e. Any and all other out-of-pocket expenses incurred by the Company as a result of the withdrawal.

28. DISPUTE RESOLUTION

Alternative dispute resolution shall be offered to both CRES Providers and the Company as a means to address disputes and differences between CRES Providers and the Company. Alternative Dispute Resolution shall be conducted in accordance with the provisions of Chapter 4901:1-26 of the Ohio Administrative Code. To the extent the dispute involves terms and conditions under the Transmission Provider Open Access Transmission Tariff, dispute resolution procedures provided in the Transmission Provider Open Access Transmission Tariff shall apply.

Issued: _____

Effective: _____

Issued by
Pablo Vegas, President
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

32. 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, or unless the information was or thereafter becomes available to the public other than as a result of disclosure by the company.

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Exhibit B-2

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

31. SUPPLIER TERMS AND CONDITIONS OF SERVICE

~~4-1~~ CONTENTS

Paragraph	Section
2	Application
3	Customer Choice of Competitive Service Provider
4	Changing Competitive Service Providers
5	Minimum Stay Requirements
6	General Provisions for Competitive Service Providers
7	Transmission Service, <u>RTO Settlements, and Reliability Requirements</u>
8	Supplier Certification with the Commission
9	CRES Provider Registration with the Company
10	CRES Provider Credit Requirements
11	Customer Enrollment Process
12	Confidentiality of Information
13	Losses
14	Meter Service Providers (MSPs)
15	Meter Data Management Agents (MDMAs)
16	Consolidated Billing By a Billing Agent (BA)
17	Consolidated Billing By the Company
18	Metering and Load Profiling
19	Deposits
20	Payments <u>Liability and Indemnification</u>
21	Company's Liability
22 21	Competitive Service Provider's Liability
23 22	Meter Accuracy and Tests
23	<u>Billing Services</u>
24	<u>Customer Payment Processing and Collections for Consolidated Billing-Corrections</u>
25	<u>CRES Provider Billing Terms and Conditions</u>
26 26	<u>Default, Suspension, and Termination</u> or Suspension of a CRES Provider
27	<u>Voluntary Withdrawal by a CRES Provider</u>
28	<u>Dispute Resolution</u>

~~2~~ 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.

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AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

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

1 ~~3-~~

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P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE~~4.~~~~2.~~ ~~5.~~~~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.

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, 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 Provider shall occur at the end of the customer's ~~regularly scheduled~~ actual meter reading or bill 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.

~~6.4.~~ CHANGING COMPETITIVE SERVICE PROVIDERS

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 (2) business days. If the customer challenges the requested change, the change will not be initiated.

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AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

Residential and General Service—1 customers have seven (7) calendar 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 (2) business days after receiving a customer request to rescind enrollment with a CRES Provider, the Company shall initiate such rescission and mail the customer confirmation that such action has been taken.

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

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

In the event that a CSP's services are permanently terminated, and the CSP has not provided for service to the ~~affected~~ customers, the CSP shall send timely notification to the Company and the ~~affected~~ 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 or the applicable Market Based Service schedule 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.

3. 7.

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P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE~~8.~~~~4.~~ ~~9.~~~~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. This requirement shall not apply after December 31, 2014.

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 at any time during the period from May 16 to September 15. This requirement shall not apply after December 31, 2014.

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 fourteen (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.

~~10-6.~~ GENERAL PROVISIONS FOR COMPETITIVE SERVICE PROVIDERS

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

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P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

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. In the event the CRES Provider fails to supply sufficient energy to serve its customers, the CRES Provider shall be responsible for payment for such energy as provided in Section 7b of these Supplier Terms and Conditions of Service.

11-7. TRANSMISSION SERVICE, RTO SETTLEMENTS, AND RELIABILITY REQUIREMENTSa. 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~~operator (RTO). PJM Interconnection ~~LLC, L.L.C. (PJM)~~ is currently the applicable ~~regional transmission entity~~RTO. 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~~applicable Open Access Transmission 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.

Failure to obtain sufficient transmission service and ancillary services will result in a suspension of the CRES Provider's registration until resumption of such services by the CRES Provider occurs.

b. RTO Settlements

Except as otherwise provided in this Section 7b, billing for settlements shall be rendered by the Transmission Provider in accordance with the applicable Open Access Transmission Tariff, applicable FERC orders and applicable business practice manuals for functions including but not limited to energy, capacity, energy imbalance service, transmission service, ancillary service and administrative costs.

Meter data collected by the Company shall be used to calculate the quantity of energy actually used by a CRES Provider's customers for a particular energy imbalance period.

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AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

1. Monthly Metered Customers - Data from monthly metered customers is collected corresponding to customers' billing cycles. To reconcile energy mismatches on an hourly basis, the Company shall convert such meter data for customers to equivalent hourly usage using load profiles. Resultant hourly meter level values will be loss adjusted to represent generation level through the application of loss factors as specified in the applicable Open Access Transmission Tariff.
2. Interval Metered Customers - Data from interval metered customers will be collected by the Company on a monthly basis. To reconcile energy mismatches on an hourly basis, the Company will use the actual time interval data. The actual interval metered energy consumption will be expressed at generation level through the application of loss factors as specified in the applicable Open Access Transmission Tariff.
3. Calculation of Load - Load shall be calculated according to the AEP-Ohio CRES Hourly Energy Calculation Process, which shall be posted on the Company's website.
4. Calculation of Capacity Obligation: CRES Provider capacity obligations shall be calculated according to the AEP-Ohio CRES Capacity Obligation Calculation Process, which shall be posted on the Company's website.
5. Transmission Provider Deration of load MWhs - Where applicable, the Company's load shall be derated by the Company for calculation of charges under the applicable Open Access Transmission Tariff.

On a calendar month basis, monthly metered customers' actual usage and hourly metered Customers' actual usage shall be aggregated by the Company to arrive at the total hourly aggregated load for each CRES Provider and submitted to the Transmission Provider in accordance with the applicable Open Access Transmission Tariff and applicable business practice manuals.

Unaccounted for Energy may be determined by comparing the aggregate load of all CRES Providers and the Company at the generation level including losses to the AEP Ohio load less non retail load for each respective hour. The difference may then be allocated to the CRES Provider based on a ratio of each CRES Provider's load to the total load of the CRES Providers and the Company on an hourly basis. The Company may update the method of allocation of Unaccounted For Energy (UFE) as more detailed data becomes available.

Subsequent to the PJM 60-day settlement procedure described in the AEP-Ohio CRES Hourly Energy Calculation Process, PJM's monthly bills to the Company and CRES Provider shall be subject to adjustment for any errors in arithmetic, computation, meter readings or other errors as agreed upon by the Company and the CRES Provider. The Company shall perform calculations to determine the value of reconciliation quantities associated with settlements beyond 60 days and either submit those calculations to PJM for billing purposes or bill the CRES Provider directly.

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P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

c. Reliability Requirements

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

A CRES Provider shall satisfy those applicable reliability requirements issued by the Commission, Transmission Provider, or any other governmental agency or North American Electric Reliability Corporation (NERC) or regional reliability council or their successor who has authority over the CRES Provider.

12. _____

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TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE8. 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.

~~13-9.~~ CRES PROVIDER REGISTRATION WITH THE COMPANY

~~CRS~~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 for the State of Ohio, 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 which shall be due July 1 of the first calendar year following the year of initial registration and each calendar year thereafter.
- d. An appropriate financial instrument to be held by the Company against CRES Provider defaults and a description of the CRES Provider's plan to procure sufficient electric energy and transmission services to meet the requirements of its firm service customers.
- e. The name of the CRES Provider, business and mailing addresses, and the names, telephone numbers and e-mail addresses of appropriate contact persons, including the 24-hour emergency contact telephone number and emergency contact person(s).
- f. Details of the CRES Provider's dispute resolution process for customer complaints.
- ~~g. A signed statement by the officer(s) of the CRES Provider committing it to adhere to the Company's Open Access Distribution Schedules, Terms and Conditions of Open Access-~~
~~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.

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P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

- h. An ~~Executed EDI Trading Partner~~executed Electric Distribution Utility/Competitive Retail Electric Service Provider Agreement and completion of EDI testing for applicable transaction sets necessary to commence service. The Company shall perform EDI testing in quarterly flights and include the CRES Provider in the next available flight.
- i. The Company shall approve or disapprove the CRES Provider's registration within thirty (30) calendar days of receipt of complete registration information from the CRES Provider. The thirty (30) day time period may be extended for up to thirty (30) days for good cause shown, or until such other time as is mutually agreed to by the CRES Provider and the Company.

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

The Company may reject a CRES registration for any of the following reasons:

- a. The CRES Provider has been rejected by the Company as not being creditworthy.
- b. The Company has provided written notice to the CRES Provider that a registration is incomplete and the CRES Provider has failed to submit a completed registration within thirty (30) calendar days of the notification.
- c. The CRES Provider has undisputed outstanding debts to the Company.
- d. The CRES Provider has failed to comply with payment and billing requirements as specified in these Supplier Terms and Conditions of Service.
- e. The CRES Provider has failed to comply with all applicable requirements of the Transmission Provider Open Access Transmission Tariff for its registration to be accepted as complete.
- f. The CRES Provider has failed to execute an Electric Distribution Utility/Competitive Retail Electric Service Provider Agreement, and/or has not completed EDI testing for applicable transaction sets necessary for the commencement of service.

The Company shall not be required to provide services to a CRES Provider unless the CRES Provider is current in its payment of all charges owed under these Supplier Terms and Conditions of Service, Terms and Conditions of Open Access Distribution Service.

CRES Providers shall be solely responsible for having appropriate contractual or other arrangements with their customers necessary to implement Competitive Retail Electric Service consistent with all applicable laws, Commission requirements, Transmission Provider Open Access Transmission Tariff and these Supplier Terms and Conditions of Service. The Company shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.

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TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

Nothing in these Supplier Terms and Conditions of Service is intended to prevent a CRES Provider and a customer from agreeing to reallocate between them any charges that these Supplier Terms and Conditions of Service impose on the CRES Providers, provided that any such agreement shall not change in any way the CRES Provider's obligation to pay such charges to the Company, and that any such agreement shall not confer upon the Company any right to seek recourse directly from the CRES Provider's Customer for any charges owed to the Company by the CRES Providers.

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.

Customers of a CRES Providers remain bound by the rules and requirements of the applicable Company Tariff under which they receive service from the Company.

~~14.10.~~ CRES PROVIDER CREDIT REQUIREMENTSDefinitions Used in This Section

"Letter of Credit" means a standby irrevocable letter of credit acceptable to the Company issued by a U.S. bank or financial institution with a minimum "A-" senior unsecured debt rating (or, if unavailable, corporate issuer rating) from S&P or a minimum "A3" senior unsecured debt rating (or, if unavailable, corporate issuer rating) from Moody's, in a form acceptable to the Company.

"Moody's" means Moody's Investors Service, Inc.

"S&P" means Standard and Poor's Rating Services.

a. Credit Application

All CRES Providers must complete the CRES Provider Registration Application for the State of Ohio to be considered for participation in the Company's Choice Program.

b. Determination of Creditworthiness

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.

In considering a CRES Provider's creditworthiness, the Company will review whether the CRES Provider has, and maintains, stable, or better, investment grade senior unsecured (un-enhanced) long-term debt ratings from any two of the following three rating agencies: provided, however, that the Company may limit the amount of unsecured credit to be granted to such Certified Supplier if the Company reasonably determines that such limitation is necessary to protect the Company from an unacceptable level of risk.

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P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

AGENCY	SENIOR UNSECURED LONG-TERM DEBT RATINGS
Standard & Poor's	BBB- or higher
Moody's Investors' Services	Baa3 or higher
Fitch	BBB- or higher

The CRES Provider also will provide the Company, for its creditworthiness determination, with its or its parent's most recent independently-audited financial statements, or Form 10K (if applicable), for the last three fiscal years, and its or its parent's most recent quarterly unaudited financial statements or Form 10-Q (if applicable).

The Company shall make reasonable alternative credit arrangements with a CRES Provider that is unable to establish its creditworthiness or 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, which must be in an acceptable format and from an acceptable issuer to the Company: a guarantee of payment from a Guarantor who meets the above debt rating requirements; an irrevocable Letter of Credit; a Prepayment Account~~cash deposit~~ established with the Company; a Surety Bond~~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.

1. Initial Credit Calculation:

Initially, the Company will calculate the amount of the CRES Provider's collateral requirement by multiplying thirty (30) days of CRES Provider's maximum anticipated peak summer energy usage times the price set at the next July forward index price, as established by a generally accepted industry price index for wholesale power delivered to the Company's load zone within the RTO, and subtracting therefrom the amount of the CRES Provider's allowed unsecured credit limit. The initial collateral requirement shall be compared against actual usage and the greater of the estimate or actual usage shall applied until twelve (12) month's history is established. The collateral requirement shall be rounded up to the nearest integral multiple of \$1,000.

2. Ongoing Credit Calculation:

Ongoing, the Company will calculate the amount of the CRES Provider's collateral requirement by multiplying CRES Provider's actual highest monthly energy usage over a rolling twelve (12) month period times the price set at the next July forward index price, as established by a generally accepted industry price index for wholesale power delivered to the Company's load zone within the RTO, and subtracting therefrom the amount of the CRES Provider's allowed unsecured credit limit. The collateral requirement shall be rounded up to the nearest integral multiple of \$1,000.

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TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

Collateral requirements and credit exposure shall be monitored monthly by the Company. Any CRES Provider whose credit exposure exceeds its credit limit will be required to provide additional collateral within three (3) business days of Company's request.

c. Interest on Cash Deposits

The Company will allow simple interest on cash deposits calculated at the Federal Funds Rate over the time period the cash is on deposit. In cases of discontinuance or termination of services, cash deposits will be returned with accrued interest upon payment of all Charges, guarantees and with deduction of unpaid accounts.

d. On-going Credit Evaluation

The Company reserves the right to review each CRES Provider's creditworthiness at any time. The CRES Provider must provide current financial and credit information. In addition, the CRES Provider may request re-evaluation at any time. It is anticipated that demand, unanticipated market movements and economic reasons will result in exposures nearing or exceeding the prescribed credit limits or collateral originally in place. It is also noted that additional collateral may be required due to a degradation of credit rating or repayment ability of a CRES Provider. Any subsequent review or re-evaluation of a CRES Provider's creditworthiness may result in the CRES Provider being required to post collateral not previously requested. The new, additional or change in collateral requirement will be necessary to enhance, restore or maintain the Company's credit protection. In the alternative, the Company may limit a CRES Provider's level of participation or remove the CRES Provider from further participation in the Company's Choice Program.

e. Financial Obligation—Dispute Resolution

If the CRES Provider disputes the calculation of the amount due, as calculated by the Company, the CRES Provider shall notify the Company not later than the close of business on the business day following the due date. The parties will consult each other in good faith in an attempt to resolve the dispute. If the parties fail to resolve the dispute by the close of business on the business day following the notification of the dispute by the CRES Provider, the CRES Provider shall comply with the Company's request for payment. The CRES Provider may appeal the Company's determination of credit requirements to the Commission or seek Staff mediation as to any dispute.

~~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.~~

If it is determined that the payment shall be less than the amount requested by the Company, the Company shall refund the excess payment plus simple interest calculated at the Federal Funds Rate over the time period the cash is on deposit to the Certified Supplier by the close of business on the business day following receipt of the Commission's or Staff's determination.

~~45-11.~~ CUSTOMER ENROLLMENT PROCESS

a. Pre-Enrollment Customer Information List

~~Filed pursuant to Orders dated December 14, 2011 in Case Nos. 11-346-EL-SSO, 11-348-EL-SSO, 11-351-EL-AIR, and 11-352-EL-AIR~~

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P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

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

The Company will offer the Customer Information List with updates available quarterly. 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.

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

Customer name

Service address

Service city

Service state and zip code

Mailing address

Mailing city

Mailing state and zip code

Rate schedule under which service
is rendered

Rider (if applicable)

Load profile reference category

Meter type (if readily available)

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P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

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, Peak Load Contribution and Network Service Peak Load, 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.

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 (2) 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

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AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

to the CRES Provider and the previous CRES Provider will continue to serve the customer under the terms and conditions in effect prior to submission of the new DASR.

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

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

d. Government Aggregation Customer Information List

Upon request, the Company will provide to any governmental aggregator certified by the Commission a Government Aggregation Customer Information List. The Company will provide the Government Aggregation Customer Information List by compact disc or other electronic medium that the Company deems appropriate. 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).

~~16-12.~~ 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.

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P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

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.

17. _____

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AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE13. 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.

~~18.~~14. METER SERVICE PROVIDERS (MSPs)

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. 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.~~a. A \$500.00 initial registration fee payable to the Company and a \$100.00 annual registration fee thereafter.
- ~~b.~~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.~~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.~~d. Details of the MSP's dispute resolution process for customer complaints.
- ~~e.~~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.~~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.

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AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

~~g-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.

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

~~a-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-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-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-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-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.

~~15-15.~~ 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.~~ A \$100.00 annual registration fee payable to the Company.

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AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

- ~~b-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-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-d.~~ Details of the MDMA's dispute resolution process for customer complaints.
- ~~e-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-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-a.~~ All billing meters shall be read each month, unless otherwise mutually agreed to by the MDMA and the Company.
- ~~b-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-c.~~ The Company shall have reasonable access to the MDMA data server.
- ~~d-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-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-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.

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AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

~~g. 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. h.~~ The MDMA shall comply with the Company's time requirements for the posting of validated meter reading data on the MDMA server.

~~i. 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.

~~j. 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. 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. 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. 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.

If no entity satisfies the above criteria, the Company shall act as the MDMA. As long as the Company is acting as the MDMA, the Company shall read the meters of the CRES Provider's customers in accordance with the Company's meter reading cycles, which the Company intends to have posted to its website at <http://www.aepohio.com>. Within three (3) business days of the meter read date, the Company shall electronically transmit the usage information for the CRES Provider's customers to the CRES Provider.

~~46-16.~~ CONSOLIDATED BILLING BY A BILLING AGENT (BA)

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Pablo Vegas, President
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

BAs desiring to provide service to customers in the Company's Service Territory must submit a written application to the Company in order to provide consolidated billing related services to customers. Such application shall include the following:

- ~~a-a.~~ A \$100.00 annual registration fee payable to the Company.
- ~~b-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-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-d.~~ Details of the BA's dispute resolution process for customer complaints.
- ~~e-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-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.
- ~~g-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

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AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

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.

~~17.~~

~~18.~~

~~19-17.~~ CONSOLIDATED BILLING BY THE COMPANY

Upon request, pursuant to Section 23 of these Supplier Terms and Conditions of Service, the Company will offer rate-ready or bill-ready Company-issued consolidated bills to customers receiving service from a CRES Provider upon ~~execution of an appropriate agreement between the CRES Provider and the Company.~~ designation of the rate-ready or bill-read option, as applicable, in the Electric Distribution Utility/Competitive Retail Electric Service Provider Agreement. The cost to provide consolidated billing services by the Company to the CRES Provider will be no more than half of the total cost of bill print, insert and postage incurred, and included as part of the executed agreement. Company-issued consolidated billing will include budget billing as an option. The CRES Provider must electronically provide all information in a bill-ready format.

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.~~

~~20-18.~~ METERING AND LOAD PROFILING

All customers with a maximum monthly billing ~~demands~~demand of 200 kW or greater ~~forduring~~ the most recent twelve (12) months shall install a dedicated analog phone line and 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 and repair 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. Any necessary replacement of the meter where repair is not possible will be performed at cost, based upon premise installation and load requirements.

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

Charge (\$)

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AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

Business Hours

Connect phone line to meter at a time other than the initial interval meter installation	57.00
Perform manual and non-analog meter reading	43.00
Check phone line and perform manual meter reading due to communication loss	47.00
Replace surge protector	119.00
Replace interval board	121.00
Replace modem board	210.00
Replace interval and modem boards	260.00

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 a dedicated analog telephone line for purposes of reading the meter.

A customer that is required to have interval metering and ~~provide~~ a dedicated analog ~~telephone~~ line must have ~~both the interval meter and dedicated analog telephone line~~ this equipment installed and operational before a CRES ~~Provider~~ provider may serve ~~such customer~~. ~~Any DASR submitted by a CRES Provider will be rejected if this requirement is not met~~ the Customer. If a DASR is accepted prior to the installation of the interval metering and the telephone line, the Company, at its sole discretion, will select and install, metering required for Open Access Distribution service. The customer will be charged the cost of the installation and the monthly reading fee. The cost of subsequently changing any meter due to a change in the customer's circumstance will result in additional charges for the meter change-out.

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.

The Company, acting as a designated agent for the CRES Provider, will supply hourly load data to Transmission Provider, for the CRES Provider. The Company will provide this data in accordance with the Transmission Provider Open Access Transmission Tariff, including estimates when necessary. The Company will be held harmless for any actions taken while performing agent responsibilities. Meter data collected by the Company shall be used to calculate the quantity of energy actually consumed by a CRES Provider's end-use customers for a particular period. Such collection shall occur at the time of an end-use customer's monthly meter read. Thus, in order to measure the energy consumed by all end-use customers on a particular day, at least one month is required for data collection. It is the responsibility of the CRES Provider to understand this process.

Data from monthly-metered end-use customers is collected in subsets corresponding to end-use customer billing cycles, which close on different days of the month. The Company shall

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P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

convert such meter data, including estimates, for end-use customers to the equivalent hourly usage. Metered usage will be applied to customer segment load curves to derive an estimate for the hour-by-hour usage.

Data from interval-metered end-use customers will also be collected at least monthly by the Company on a billing cycle basis.

~~24-19.~~ 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.~~ LIABILITY AND INDEMNIFICATION~~22.~~ PAYMENTS~~a.~~ General Limitation on Liability.

~~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.~~

The Company shall have no duty or liability with respect to Competitive Retail Electric Service before it is delivered by a CRES Provider to an interconnection point with the AEP Rate Zone. After its receipt of Competitive Retail Electric Service at the point of delivery, the Company shall have the same duty and liability for transmission and distribution service to customers receiving Competitive Retail Electric Service as to those customers receiving electric energy and capacity from the Company. The Company shall have no liability to a CRES Provider for any consequential, indirect, incidental, special, ancillary, punitive, exemplary, or other damages, including lost profits, lost revenues, or other monetary losses arising out of any errors or omissions.

~~23.~~ COMPANY'S LIABILITY~~b.~~ Limitation on Liability for Service Interruptions and Variations.

~~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 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.~~

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TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

~~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.~~

c. Additional Limitations On Liability In Connection With Direct Access.

Except as provided in the Company's Supplier Terms and Conditions of Service, the Company shall have no duty or liability to a CRES Provider providing Competitive Retail Electric Services arising out of or related to a contract or other relationship between a CRES Provider and a customer of the CRES Provider. The Company shall implement customer selection of a CRES Provider consistent with applicable rules of the Commission and shall have no liability to a CRES Provider providing Competitive Retail Electric Services arising out of or related to switching CRES Provider, unless and to the extent that the Company is negligent in switching or failing to switch a customer.

d. Commission Approval of Limitations on Liability.

The Commission approval of the above language in respect to the limitation of liability arising from the Company's negligence does not constitute a determination that such limitation language 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 consequential damage claims, it should also be the court's responsibility to determine the validity of the exculpatory clause.

e. Indemnification.

To the fullest extent permitted by law, the CRES Provider shall defend, indemnify and hold harmless the Company from and against any and all claims and/or liabilities for losses, expenses, damage to property, injury to or death of any person, including the Company's employees or any third parties, or any other liability incurred by the Company, including reasonable attorneys' fees, relating to performance under these Supplier Terms and Conditions of Service, except to the extent that a court of competent jurisdiction determines that the losses, expenses or damage were caused wholly or in part by any grossly negligent or willful act of omission of the Company

~~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.~~

The CRES Provider's obligation to defend, indemnify and hold harmless under this Article shall survive termination of the Electric Distribution Utility/Competitive Retail Electric Service Provider Agreement, and shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CRES Provider under any statutory scheme, including any workers compensation acts, disability benefit acts or other employee benefit acts.

~~24.~~ 21. 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.

~~Filed pursuant to Orders dated December 14, 2011 in Case Nos. 11-346-EL-SSO, 11-348-EL-SSO, 11-351-EL-AIR, and 11-352-EL-AIR~~

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Pablo Vegas, President
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

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.

~~25-22.~~ 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.

~~26-23.~~ BILLING ~~CORRECTIONS~~ SERVICES~~a.~~ Billing Options.

A CRES Provider must select a billing option for each of its customer accounts. The billing options are limited to the following: (1) separate billing by the Company and the CRES Provider, (2) Company Consolidated and Rate-Ready Billing, or (3) Company Consolidated and Bill-Ready Billing. Nothing in these Supplier Terms and Conditions of Service shall require the Company to bill customers manually. Thus, if the CRES Provider is offering price plans that are not considered by the Company as standard rates, the Company will provide the CRES Provider with sufficient meter data on a timely basis so that the CRES Provider can bill the customer directly under the separate billing method or can opt for Company Consolidated and Bill-Ready Billing. The billing option must be selected by the time the CRES Provider completes EDI testing. If the Company inaccurately applies the usage information to the rates approved by the CRES Provider for Company Consolidated and Rate-Ready Billing, the CRES Provider shall notify the Company immediately and the Company shall make a correction in a succeeding billing period. The CRES Provider is responsible for receiving and resolving all customer rate disputes involving charges for services received from the CRES Provider. Either the Company or the CRES Provider may terminate Company Consolidated and Rate-Ready

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AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

Billing or Company Consolidated and Bill-Ready Billing at any time upon not less than thirty (30) days' written notice to the other party. From and after the date of termination of Company Consolidated and Rate-Ready Billing or Company Consolidated and Bill-Ready Billing, the Company shall have no further obligation beyond presenting the CRES Provider's charges for services rendered and to collect and remit payments to the CRES Providers on charges presented to the customer prior to such date of termination.

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P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICEb. Billing Cycle.

Current Company practice is to render bills regularly at monthly intervals, but bills may be rendered more or less frequently at the Company's option. Rate values stated for direct application to regular monthly billing periods will be adjusted when the time elapsed between billings is substantially greater or less than a month.

c. Generation Resource Mix.

CRES Providers are responsible for providing a Generation Resource Mix statement to their own customers in accordance with Commission requirements.

d. Setting Up Certified Suppliers' Rates.

CRES Providers using the Consolidated and Rate-Ready Billing option must furnish specific rate information to the Company in a format acceptable for the Company's billing system. The CRES Provider will then be required to authorize the Company to begin billing, using the new rate, before enrolling any customers on that rate.

1. The Company will provide all Commission certified and Company enrolled CRES Providers with system requirements and record layouts needed to perform this function.
2. The CRES Provider will be responsible for creating and verifying the rate information that the Company will use to calculate and bill the CRES Provider's charges.
3. The approved rate information must be in production within the Company's billing system before any customers may be enrolled under that rate. In production means installed in and approved by the Company's billing system and the CRES Provider. New rates must be entered at least six days prior to the effective date, and the new rate must be in effect for the entire bill period.

Timetable for Setting up Certified Suppliers' Rates.

1. The Company defines standard rates as falling into one of following rate types:
 - a. a percentage discount from Price To Compare (PTC)
 - b. a fixed dollar amount
 - c. a monthly customer charge
 - d. a fixed rate per KWH

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AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

- e. a fixed rate per KW
- f. a flat rate/fixed monthly other than customer choice
- g. a configurable stepped rate with KWH usage ranges
- h. a seasonal rate
- 2. The Company will have five calendar days to set up and system test any standard rates other than those under the Percentage-off Rate option and fifteen days to set up standard rates under the Percentage-off Rate option.
- 3. Within three (3) business days after the Company receives the approval of rates from the CRES Provider, the rates will be placed in production in the Company's billing system and will be available for billing.
- 4. When the rates are in the Company's billing system and are available for billing, the CRES Provider may register on the EDI customer accounts it wants to be billed on the new rate.
- 5. All customer enrollments received before the rate is in production will be rejected.

Electronic Transmission of Customer Billing Data.

- 1. If the CRES Provider chooses to have the Company bill for the customer's electric commodity usage under the Company Consolidated and Rate-Ready Billing option, the Company will provide usage and charges in standard electronic format.
- 2. If the CRES Provider chooses the Company Consolidated and Bill-Ready Billing option, the Company will provide usage in a standard electronic format and the CRES Provider will provide the Company with the Certified Supplier's charges in a standard electronic format.

e. Company Consolidated and Rate-Ready Billing.The following business rules will apply to the Company's Consolidated and Rate-Ready Billing Option:

- 1. The Company shall calculate and present charges on the next bill generated for the customer for Competitive Retail Electric Services. The CRES Provider assumes the responsibility for the rate supplied for each customer as validated from the Rate Management Portal.

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Pablo Vegas, President
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

2. Within three (3) business days of the meter read date, the Company shall electronically transmit the usage and billing information for the CRES Provider's customers to the CRES Provider.
3. The Company shall present charges on the next bill generated for the customer unless one or more of the following conditions apply: 1) the CRES Provider and the customer was terminated over 60 days before; 2) the Company no longer presents a bill to the customer because of a change in CRES Provider and billing option. If none of these exemptions apply, the Company will present the CRES Provider's charges on the next two consecutive scheduled billings after the relationship between the CRES Provider and the customer terminates.
4. In the event any CRES Provider's charges are not included on a Company Rate-Ready Billing for any reason, the only obligation the Company shall have is to include those charges on the next monthly bill unless one or more of the exempting conditions exists as described in the above paragraph. The Company shall not cancel/rebill any billing in which the CRES Provider submitted an incorrect rate code or validated an incorrect rate on the Rate Management Portal.
5. The Company will charge hourly for administrative and technical support to institute program modifications associated with the implementation of consolidated billing on non-standard rates requested by the CRES Provider and reviewed and approved by the Company. A high level estimate of the work shall be provided and agreed upon in advance. The fixed rate for program modifications necessitated by a request for Consolidated and Rate-Ready Billing shall be \$95 per hour.
6. The Company shall reimburse the CRES Provider for all charges collected on behalf of the CRES Provider within three (3) business days following receipt of the customer's payment, when possible, but at least every two weeks. The Company will continue to bill for previous balances due the CRES Provider on the bill as long as the relationship between the CRES Provider and the customer exists, and for the two scheduled billing periods after the relationship terminates. If no payments are received from the customer after the Company has presented charges for these two scheduled billing periods, all unpaid balances, regardless of age, due the CRES Provider, will be electronically transmitted by the Company via an EDI 248 write off transaction to the CRES Provider. No payments will be forwarded to the CRES Provider after the acknowledgement of the receipt of such a transaction.

f. Company Consolidated and Bill-Ready Billing.

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Pablo Vegas, President
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

The following business rules will apply to the Company's Consolidated and Bill-Ready Billing Option:

1. Within three (3) business days of receiving usage information for an account in a standard electronic format from the Company, the CRES Provider will provide the Company, in bill-ready format, the CRES Provider's charges for the account in a standard electronic format for presentation on the Company's current invoice to the customer.
2. The Company shall present charges on the next bill generated for the customer unless one or more of the following conditions apply: (1) the CRES Provider and the customer was terminated over 60 days before; (2) the Company no longer presents a bill to the customer because of a change in CRES Provider and billing option. If none of these exemptions apply, the Company will present the CRES Provider's charges on the next two consecutive scheduled billings after the relationship between the CRES Provider and the customer terminates.
2. The charges received from the CRES Provider by the Company in standard electronic format for each account will contain no more than twenty charge amounts with twenty associated charge descriptions.
3. Charge descriptions will be no longer than eighty characters each (including punctuation and spaces), and charge amounts will not exceed twelve characters each (including spaces, dollar sign, decimal, and, if applicable, negative sign).
4. If a CRES Provider submits a charge description(s) longer than fifty characters, the Company will wrap the charge description(s) to the next character line on its invoice. The corresponding charge amounts will appear in a column to the right of where each charge description ends.
5. If wrapping causes charge descriptions to exceed available lines, each charge description will be truncated and will be printed on the Company's current invoice with the corresponding charge amount appearing in a column to the right of each charge description.
6. If a CRES Provider submits more than twenty charge amounts for an account, the Company will reject the entire submission for the account via a standard electronic format.
7. The Company will allow up to eight lines on its invoice to display the details of the CRES Provider's charges as follows:
 - a. The Company will display the CRES Provider's name and phone number.

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AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

- b. The charge descriptions and charge amounts submitted by the CRES Provider will be displayed.
- c. The Company will sum the charge amounts submitted by the CRES Provider and display the total on the line following the last charge description submitted by the CRES Provider.
- d. In situations where the CRES Provider receives revised usage information for an account from the Company in a standard electronic format, the Company will provide an additional line on its invoice for the total amount of each month of cancelled charges it receives from the CRES Provider in a standard electronic format. The Company will display the dollar amount of the cancelled charges, provided that the twelve character charge amount limit is not exceeded, on an additional line for each month of cancelled charges. The CRES Provider's corrected charges, submitted to the Company in a standard electronic format, will be displayed on the Company's invoice as described in parts i) through iv) above for each month of corrected charges. CRES Providers will not include cancelled charges within the same standard electronic transaction where corrected charges are submitted to the Company.
- 8. Customer payments for CRES Provider charges will be remitted by the Company to the appropriate CRES Provider, subject to the payment provisions in Section 24 of these Supplier Terms and Conditions of Service.
- 9. Within two (2) business days of any date on which the CRES Provider electronically transmits bill-ready charges to the Company, the Company shall transmit to the CRES Provider, via an EDI transaction 824, notice of rejected charges showing, by SDI, those CRES Provider charges that could not be posted to the specific customer's SDI for bill presentment and explaining why those charges could not be so posted by the Company. The CRES Provider shall correct or modify the charges and resubmit them to the Company and such charges will appear on the next Company consolidated bill presented to the customer. In the event any CRES Provider's charges are not included on a Company consolidated billing, for any reason, the only obligation the Company shall have is to include those charges on the next monthly bill unless one or more of the exempting conditions exist as described paragraph 2 of this subsection.
- 10. The CRES Provider will reimburse the Company for the cost to provide Consolidated bill-ready and rate-ready billing services to the CRES Provider. Such costs shall be no more than half of the total cost of bill print, insert and postage incurred, and included as part of the executed agreement.

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P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICEf. Special Messages.

Rule 4901:1-24-11 of the Ohio Administrative Code mandates that a CRES Provider must provide notice of abandonment on each billing statement rendered to its end-use customers beginning at least ninety days prior to the effective date of the abandonment and continue to provide notice on all subsequent billing statements until the service is abandoned. Where the Company is performing billing services for a CRES Provider, the Company must provide this notice on the billing statement. The Company is not offering bill message services for CRES Provider in any other instance.

The Company is not required to send bill inserts or add special attachments to the bill format for CRES Providers to communicate to customers. Any other special messages either required by the Commission or elected are the responsibility of the CRES Provider.

h. Financial Obligation – Dispute Resolution.

If the CRES Provider disputes the calculation of the amount due, as calculated by the Company, the CRES Provider shall notify the Company not later than the close of business on the business day following the due date. The parties will consult each other in good faith in an attempt to resolve the dispute. If the parties fail to resolve the dispute by the close of business on the business day following the notification of the dispute by the CRES Provider, the CRES Provider shall comply with the Company's request for payment. The CRES Provider may appeal the Company's determination of credit requirements to the Commission or seek Commission Staff mediation as to any dispute.

If it is determined that the payment shall be less than the amount requested by the Company, the Company shall refund the excess payment plus interest calculated at the lower of the average of the Federal Reserve Lending Rate over the time period the cash is on deposit or 4.5% annually to the CRES Provider by the close of business on the business day following receipt of the Commission's or Commission Staff's determination.

j. Billing Corrections

Any correction of bills due to a meter registration error must be coordinated with the other entities utilizing the billing data which is in error. Any entity which detects an error in billing data shall promptly notify the MDMA or the Company if it is performing the function of the MDMA. The MDMA shall then correct any necessary data and provide to the appropriate entities such data as required for billing, settlement, scheduling, forecasting and other functions. Any billing corrections under this paragraph shall be consistent with the provisions of the Company's Terms and Conditions of Open Access Distribution Service.

k. Customer Load Reports

Requests from the CRES Provider to the Company for customer load data will be submitted to the Company and provided back to the CRES Provider using standard electronic format. Requests

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Pablo Vegas, President
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

for manually prepared interval load data reports will be provided at a charge of \$50 to the CRES Provider.

24. CUSTOMER PAYMENT PROCESSING AND COLLECTIONS FOR CONSOLIDATED BILLING

Where the Company acts as the billing agent for the CRES Provider, the Company shall reimburse the CRES Provider for all charges collected on behalf of the CRES Provider with three (3) business days following receipt of the customer's payment, when possible, but at least every two (2) weeks. The Company will continue to bill for previous balances due the CRES Provider on the bill as long as the relationship between the CRES Provider and the customer exists, and for the two (2) scheduled billing periods after the relationship terminates. If no payments are received from the customer after the Company has presented charges for these two (2) scheduled billing periods, all unpaid balances, regardless of age, due the CRES Provider, will be electronically transmitted by the Company via an EDI 248 write off transaction to the CRES Provider in accordance with the Electric Distribution Utility/Competitive Retail Electric Service Provider Agreement. No payments will be forwarded to the CRES Provider after the acknowledgement of the receipt of this transaction.

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.

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

25. CRES PROVIDER BILLING TERMS AND CONDITIONS

Current Company practice is to render bills to the CRES Provider regularly at monthly intervals, but bills may be rendered more or less frequently at the Company's option. Rate values stated for direct application to regular monthly billing periods will be adjusted when the time elapsed between billings is substantially greater or less than a month.

A CRES Provider shall make payment for charges incurred on or before the due date shown on the bill. The due date shall be determined by the Company and shall not be less than three (3) business days from the date of transmittal of the bill.

27-26. DEFAULT, SUSPENSION, AND TERMINATION OR SUSPENSION OF A CRES PROVIDER

a. Default.

A CRES Provider is in default of its obligations under the Company's Customer Choice Program if any one or more of the following occurs:

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AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

1. The CRES Provider fails to perform any material obligation under these Supplier Terms and Conditions of Service;
2. The CRES Provider fails to fully pay an invoice from the Company within three (3) business days following the due date of the invoice.
3. The CRES Provider's credit exposure exceeds the unsecured credit limit or the Company's current collateral enhancement requirement by 5% or more and the CRES Provider has failed to comply with the Company's request for adequate security or adequate assurance of payment within three (3) business days of the Company's request.
4. The Commission has decertified the CRES Provider or otherwise declared it ineligible to participate in the Ohio Customer Choice Program or the Company's Customer Choice Program.
5. The CRES Provider's action or inaction has or will jeopardize the operational integrity, safety, or reliability of the Company's transmission or distribution system.
6. The CRES Provider or the performing services on behalf of the CRES Provider, through actions or inactions, becomes in default of any agreement with or requirement of PJM.
7. The CRES Provider misuses the Company Consolidated and Bill-Ready Billing option by incorrectly using the name of the Company or the name of one of the Company's affiliates in a charge description or otherwise using this billing option in a misleading or defamatory manner.
8. The CRES Provider voluntarily withdraws from the Company's Customer Choice Program without providing at least ninety calendar days notice to the Company.
9. The CRES Provider files a voluntary petition in bankruptcy; has an involuntary petition in bankruptcy filed against it; is insolvent; has a receiver, liquidator or trustee appointed to take charge of its affairs; has liabilities that exceed its assets; or is otherwise unable to pay its debts as they become due.

b. Notice of Suspension or Termination.

Notwithstanding any other provision of ~~this Tariff~~ these Supplier Terms and Conditions of Service or ~~any agreement between the Company and the CRES Provider~~ the Electric Distribution Utility/Competitive Retail Electric Service Provider Agreement, in the event of ~~a default by the CRES Provider~~, the Company shall serve ~~a~~ a written notice of such default ~~in, providing~~ in, providing reasonable detail and ~~with a proposed remedy to, on~~ on the CRES Provider ~~and, with a copy contemporaneously provided to~~

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AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

the Commission. On ~~the~~ 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 failure by the CRES Provider to deliver Competitive Retail Electric Service~~, if the Commission does not act within ten (10) business days ~~upon~~after receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the eleventh ~~(11th)~~ business day after receipt of the request by the Commission. If the default is due to ~~non-delivery, and if failure by the CRES Provider to deliver Competitive Retail Electric Service and~~ the Commission does not act within five (5) business days ~~upon~~after receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the sixth ~~(6th)~~ business day after receipt of the request by the Commission. Terminations or suspensions shall require authorization from the Commission.

c. Notices

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.

~~Filed pursuant to Orders dated December 14, 2011 in Case Nos. 11-346-EL-SSO, 11-348-EL-SSO, 11-351-EL-AIR, and 11-352-EL-AIR~~

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AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICEd. Effect of Suspension

In the event of suspension, the CRES Provider shall not be permitted to enroll any new End-use customers in the Company's Customer Choice Program. During the period of suspension, the CRES Provider shall continue to serve its existing end-use customers.

e. Effect of Termination on CRES Provider's End-use Customers

In the event of termination, the CRES Provider's end-use customers shall be returned to the Company's Standard Offer Rate effective on each end-use customer's next Meter Read Date after the date of termination.

f. Effect of Termination on CRES Provider

The CRES Provider shall not be permitted to enroll any new end-use customers in the Company's Customer Choice Program unless it re-registers in the Company's Customer Choice Program, pursuant to the requirements of Section 9 of these Supplier Terms and Conditions of Service.

27. VOLUNTARY WITHDRAWAL BY A CRES PROVIDER

A CRES Provider that withdraws from Competitive Retail Electric Service and fails to provide at least ninety (90) days electronic notice of said withdrawal shall reimburse the Company for any of the following costs associated with the withdrawal:

- a. mailings by the Company to the CRES Provider's customers to inform them of the withdrawal and their options;
- b. non-standard/manual bill calculation and production performed by the Company;
- c. CRES Provider data transfer responsibilities that must be performed by the Company;
- d. charges, costs, or penalties imposed on the Company by other parties resulting from CRES Provider's non-performance; and
- e. Any and all other out-of-pocket expenses incurred by the Company as a result of the withdrawal.

28. DISPUTE RESOLUTION

Alternative dispute resolution shall be offered to both CRES Providers and the Company as a means to address disputes and differences between CRES Providers and the Company. Alternative Dispute Resolution shall be conducted in accordance with the provisions of Chapter 4901:1-26 of the Ohio Administrative Code. To the extent the dispute involves terms and conditions under the

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Pablo Vegas, President
AEP Ohio

P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

Transmission Provider Open Access Transmission Tariff, dispute resolution procedures provided in the Transmission Provider Open Access Transmission Tariff shall apply.

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P.U.C.O. NO. 20

TERMS AND CONDITIONS OF
OPEN ACCESS DISTRIBUTION SERVICE

32. 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, or unless the information was or thereafter becomes available to the public other than as a result of disclosure by the company.

~~Filed pursuant to Orders dated December 14, 2011 in Case Nos. 11-346-EL-SSO, 11-348-EL-SSO, 11-351-EL-AIR, and 11-352-EL-AIR~~

Issued: ~~December 22, 2011~~ _____

Effective: ~~January 1, 2012~~ _____

Issued by
Pablo Vegas, President
AEP Ohio

Exhibit C-3

Statement of Proposal

This tariff filing is designed to make necessary changes to Ohio Power Company's ("Company") Supplier Tariff to provide greater clarity regarding the registration requirements and terms of service applicable to Competitive Retail Electric Service Providers ("CRES Providers") as well as more consistency and standardization among utilities, in advancement of OAC 4901:1-10-29(B). Specifically, the Supplier Tariff will update settlement and pricing services offered by the Company, revise supplier registration requirements, and update other sections that reflect the Company's assessment of "best practices" found in the tariffs of other utilities offering services under an Ohio Retail Access Program. These changes provide clearer and more concise information for suppliers operating within the Company's service territory and better reflect the proper level of settlement services the Company offers with respect to operation in PJM and the pricing mechanisms of the Company's Ohio Retail Access Program. The revisions to the Supplier Tariff include both language changes and changes in pagination. Additionally, the Company has updated its Electric Distribution Utility/Competitive Retail Electric Service Provider Agreement, consistent with the changes proposed to the Supplier Tariff. After the Commission issues its Order in this matter, the new Supplier Tariff will be filed reflecting all approved language changes and appropriate pagination to become effective consistent with the Commission's order.

Exhibit D

**ELECTRIC DISTRIBUTION UTILITY/
COMPETITIVE RETAIL ELECTRIC SERVICE PROVIDER AGREEMENT
FOR OHIO POWER COMPANY'S
OHIO RETAIL ACCESS PROGRAM**

THIS AGREEMENT is made and entered into as of _____, 20__, between Ohio Power Company, an Ohio Corporation ("Company") and _____, a _____ ("CRES Provider"). The Company and the CRES Provider are sometimes herein referred to singularly as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, the Company is a public utility, subject to the jurisdiction of the Public Utilities Commission of Ohio ("PUCO") as to retail electric service provided within its Ohio service territory; and

WHEREAS, the CRES Provider intends to offer and sell one or more competitive energy services approved as part of the Company's Choice Program ("Competitive Energy Services"); and

WHEREAS, an agreement between the Company and the CRES Provider is needed as part of the Company's CRES Provider registration process to establish and govern the business relationship between the Parties under the Company's Choice Program.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, and subject to the terms and conditions herein contained, the Parties hereby agree as follows:

Article 1. Definitions.

1.1 Whenever used herein, the following terms shall have the respective meanings set forth below, unless a different meaning is plainly required by the context:

- A. "Agreement" shall mean this Electric Distribution Utility/Competitive Retail Electric Service Provider Agreement for Ohio Power Company's Ohio Retail Access Program.
- B. "Business Day" shall mean any calendar day or computer processing day in the Eastern U.S. time zone, on which the general office of the Company is open for business with the public.
- C. "Choice Program" shall mean the program implemented by the Public Utilities Commission of Ohio to provide electric utility customers with choice pursuant to Am. Sub. S. B. No. 3.
- D. "Company's Retail Tariff" shall mean the Company's tariff on file with the PUCO, including all standard terms and conditions of service, terms and conditions of service for Choice Program participants, and open access distribution rate schedules.
- D. "Company's Supplier Terms and Conditions of Service" shall mean Chapter 31 of the Company's Retail Tariff, or any successor chapter.
- E. "EBT" shall mean electronic business transactions.
- F. "EDI" shall mean electronic data interchange.
- G. "FERC" shall mean the Federal Energy Regulatory Commission, or any successor thereto.

- H. “AEPCH” shall mean the Market Data ClearingHouse operated by AEP, which coordinates and communicates data related to such things as, but not limited to, enrollment and switching, estimation and reconciliation, settlement, and billing and reporting.
 - I. “PJM” shall mean PJM Interconnection, L.L.C.
 - J. “PJM OATT” shall mean the Open Access Transmission Tariff of PJM or any successor thereto, on file with the FERC.
 - K. “PUCO” shall mean Public Utilities Commission of Ohio.
- 1.2 Additional definitions controlling this Agreement are contained in the PUCO rules and orders and/or the Company's Retail Tariff, or appear in subsequent parts of this Agreement, as required.
- 1.3 Unless the context plainly indicates otherwise, words imparting the singular number shall be deemed to include the plural number (and vice versa); terms such as "hereof," "herein," "hereunder" and other similar compounds of the word "here" shall mean and refer to the entire Agreement rather than any particular part of the same.

Article 2. Scope of Agreement.

- 2.1 The Parties named in this Agreement are bound by the terms set forth herein and otherwise incorporated herein by reference.
- 2.2 This Agreement shall govern the business relationship between the Parties and constitutes a part of the Company's registration process, the successful completion of which is necessary before the CRES Provider is authorized to begin providing

one or more Competitive Energy Services in the Company's Ohio service territory.

- 2.3 This Agreement does not cover any transmission or ancillary services that are necessary to provide any Competitive Retail Electric Service. Any such services shall be obtained, either by the CRES Provider or its customer, in accordance with the PJM OATT, as required by the Company's Retail Tariff.
- 2.4 The Company's Retail Tariff is incorporated herein by reference and made a part hereof.

Article 3. Representations and Warranties.

- 3.1 The CRES Provider represents and warrants that it is a _____, duly organized and existing under the laws of the State of _____, and that it is authorized to do business, and is in good standing, in the State of Ohio.
- 3.2 The CRES Provider represents and warrants that it has completed all required actions relative to membership in PJM and is authorized by PJM to transact business with regard to transmission service.
- 3.3 Each person executing this Agreement for the respective Parties expressly represents and warrants that he or she has authority to bind the entity on whose behalf this Agreement is executed.
- 3.4 Each Party represents and warrants that (a) it has the full power and authority to execute this Agreement and to fulfill its terms and conditions; (b) the execution and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party; and (c) this Agreement constitutes such

Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.

- 3.5 Each Party represents and warrants that there are no actions at law, suits in equity, proceedings or claims pending against it before any federal, state, foreign or local court, tribunal or government agency or authority that might materially delay, prevent or hinder the performance of its obligations hereunder.
- 3.6 Each Party represents and warrants that it is and shall remain in compliance with all applicable laws and tariffs, including applicable rules and regulations of the PUCO.
- 3.7 The CRES Provider represents and warrants that it has obtained a certification from the PUCO to provide one or more Competitive Retail Electric Services to retail customers located within the Company's service territory under the Choice Program, and that it will maintain that certification in good standing throughout the life of this Agreement.
- 3.8 The CRES Provider represents and warrants that the information provided by the CRES Provider in the Provider Registration Application is true and accurate. The CRES Provider further represents and warrants that, within 21 days of becoming aware of such facts, it will notify the Company in writing, in accordance with Article 17 hereof, if there are any changes in the financial or credit information supplied to the Company on the CRES Provider's Registration Application, or if there are any material changes to any other information supplied on that Application.

- 3.9 The CRES Provider represents and warrants that it will obtain authorization from each of its customers or prospective customers before it seeks to obtain from the Company that customer's historical demand and energy usage data.
- 3.10 If either Party learns that any of the representations and/or warranties contained in this Agreement has been violated, such Party shall immediately notify the other Party in writing.
- 3.11 All representations and warranties contained in this Article shall continue for the term of this Agreement.

Article 4. Credit

- 4.1 The Company shall have the right to establish reasonable financial and performance standards for participation in its Choice Program, provided that it does so on a non-discriminatory basis. CRES Provider agrees, at all times, to comply with Section 10, CRES Provider Credit Requirements, contained in the Company's Supplier Terms and Conditions of Service.
- 4.2 If CRES Provider's participation in the Company's Choice Program terminates for any reason, CRES Provider shall maintain any and all financial security instruments that CRES Provider was required to provide pursuant to Section 10, CRES Provider Credit Requirements, contained in the Company's Supplier Terms and Conditions of Service, until such time as both Parties have fully satisfied and discharged all of their claims against each other and obtained a written release from each other of their mutual obligations.

Article 5. Obligations of the Parties.

- 5.1 The Company and the CRES Provider shall cooperate in order to ensure the provision of any Competitive Energy Service by the CRES Provider to customers in accordance with PUCO orders, the Company's Retail Tariff, and the PJM OATT, as applicable. Each Party shall (a) exercise all reasonable care, diligence and good faith in the performance of its duties pursuant to this Agreement; and (b) carry out its duties in accordance with applicable recognized professional standards in accordance with the requirements of this Agreement.
- 5.2 The CRES Provider and the Company shall supply to each other all data, materials or other information specified in this Agreement, or that may otherwise be reasonably required by the CRES Provider or the Company in connection with their obligations under this Agreement, in a thorough and timely manner. The CRES Provider will comply with any and all information and data transfer protocols (including EBT and EDI standards) that may be adopted, and modified from time to time, by either the Company or the AEPCH. The CRES Provider will also comply with any requirements of the AEPCH regarding the coordination and communication of information and/or data transfers.
- 5.3 The CRES Provider shall (a) obtain and maintain a certification from the PUCO and any licenses, permits or other authorizations from any other federal, state or local agencies required to offer and/or sell Competitive Energy Services in the Company's Choice Program; (b) complete PJM membership requirements; (c) complete all applications and/or forms, and execute any agreements required for the CRES Provider's participation in the Company's Choice Program; (d)

demonstrate to the Company, prior to enrolling any customers, that the CRES Provider has the requisite technical competence (*e.g.*, communication capabilities) to comply with EBT and EDI standards for the exchange of information, as set, and modified from time to time, by either the Company or the AEPCH; and, (e) if required, as detailed in Article 4. Credit, provide to the Company, and maintain during the term of this Agreement, the type (in the format and amount specified by the Company) of financial security (i.e. collateral) required by the Company to safeguard the Company and its customers from losses or additional costs incurred due to any non-performance on the part of the CRES Provider. The foregoing requirements represent conditions precedent to the Company's obligations hereunder.

Article 6. Load Profiles.

- 6.1 During the term of this Agreement, the Company intends to post average customer load profile information, for classes that will utilize load profiling to its website at <https://aepohio.com/service/choice/cres/LoadProfiles.aspx>. These profiles are for informational purposes only and the Company makes no representations or warranties of any kind regarding either the availability or use of such load profiles.

Article 7. Confidentiality of Information.

- 7.1 Customer-specific information will not be provided to the CRES Provider without a customer's affirmative authorization, and the CRES Provider shall keep confidential all customer-specific information supplied by the Company, unless the CRES Provider has the customer's affirmative authorization to do otherwise.

- 7.2 All Company information made available by the Company to the CRES Provider pursuant to this Agreement, including, without limitation, class load profile data and information regarding the Company's computer systems or communications systems, shall not be disclosed to third parties without written consent from the Company.
- 7.3 If the CRES Provider becomes legally compelled to disclose any of the information required to be kept confidential pursuant to Sections 7.1 and 7.2, the CRES Provider shall immediately notify the Company of the requirement to disclose. In such case, the CRES Provider shall cooperate with the Company to enable it to obtain protective treatment of the information. If the CRES Provider is nonetheless required to disclose information, the CRES Provider shall furnish only that portion of the information that is legally required.

Article 8. Billing Options Offered to the CRES Provider's Customers.

- 8.1 A CRES Provider must select a billing option for each of its customer accounts. The billing options available to the CRES Provider's customers under the Company's Choice Program are limited to the following: (1) separate billing by the Company and the CRES Provider, (2) Company Consolidated and Rate-Ready Billing, or (3) Company Consolidated and Bill-Ready Billing. The billing option must, in writing, be selected in advance of the time the CRES Provider completes EDI testing. The CRES Provider shall only be permitted to utilize billing options for which the CRES Provider has successfully tested with AEP and for which the CRES Provider has been certified.

Article 9. Metering Service Options Offered to the CRES Provider's Customers.

9.1 The following retail metering service options will be available to some or all of the CRES Provider's customers under the Company's Choice Program: the provision by a meter service provider ("MSP") of an electric meter, including meter sale or rental, and/or physical metering service, including meter installation, removal, maintenance, repair, calibration, and testing; and the provision by a meter data management agent ("MDMA") of meter information service, including data collection, processing (validation, editing, and estimation), storage, and communication. Before the CRES Provider may offer any of these types of services to any of its customers, the CRES Provider shall execute the appropriate addendum to this Agreement that specifies the terms under which the option may be offered to the CRES Provider's customers.

Article 10. Electronic Data Interchange

10.1 Each Party may electronically transmit to or receive from the other Party any transaction set listed in the documents referenced in Appendix A and Appendix B to this Agreement except as otherwise identified in Appendix A and Appendix B (collectively "Documents"). All Documents shall be transmitted in accordance with the terms of this Agreement and the standards set forth in Appendix A and Appendix B. The information contained in Appendix A will be applicable to this agreement until such time as the Company implements those technology changes necessary to transmit the 820 Remittance Details transaction separately under the Company's Consolidated Billing option. Upon this implementation, the information contained in Appendix B of this Agreement will be applicable.

10.2 Documents will be transmitted electronically to each Party, as set forth in all the Documents referenced, and terms and conditions listed in Appendix A and Appendix B, either directly or through any third party service provider ("Provider") with which either Party may contract. For purposes of this Agreement, a "third party service provider" includes, but is not limited to, VANS, clearinghouses, and any key/token security provider. Either Party may modify its election to use, not use or change a Provider upon thirty (30) days prior written notice. A Level 2 connectivity test, as detailed in the OSPO Ohio Electric Implementation Guidelines, must be completed at least ten (10) Business Days in advance of the change to a new Provider. The applicable third party service Providers for the Company and the CRES Provider shall be listed in Appendix A and Appendix B.

10.2.1 Each Party shall be responsible for the costs and performance of any Provider with which it contracts.

10.2.2 Each Party shall be liable for the acts or omissions of its Provider while transmitting, receiving, storing or handling Documents, or performing related activities, for such Party; provided, that if both the Parties use the same Provider to effect the transmission and receipt of a Document, the originating Party shall be liable for the acts or omissions of such Provider as to such Document.

10.3 Each Party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive Documents.

- 10.4 Each Party shall properly use those security procedures, including those set forth in Appendix A and Appendix B (if any), which are reasonably sufficient to ensure that all transmissions of Documents are authorized and to protect its business records and data from improper access.
- 10.5 Each Party shall adopt as its signature, electronic identification consisting of symbol(s) or code(s) that are to be affixed to or contained in each Document or Document envelope transmitted by such Party ("Signatures"). Each Party agrees that any Signature of such Party affixed to or contained in any transmitted Document shall be sufficient to verify that such Party originated such Document. Neither Party shall disclose to any unauthorized person the Signatures of the other Party.
- 10.6 Level 2 testing certifications, as detailed in the Ohio Electric Implementation Guidelines, along with any added Company requirements, are prerequisites to Electronic Transactions. The Company reserves the right to add requirements as it deems necessary. The Company may require additional testing in response to a change in the system environments including, but not limited to: installation of a new application system, installation of a new electronic data interchange ("EDI") translator or implementation of a new EDI version. Additional testing shall adhere to the standard testing procedures determined by OSPO and the Company.
- 10.7 Documents shall not be deemed to have been properly received, and no Document shall give rise to any obligation, until accessible to the receiving Party at such Party's electronic mailbox designated in Appendix A and Appendix B.

- 10.8 Upon proper receipt of any Document, the receiving Party shall promptly and properly transmit a functional acknowledgment in return. A functional acknowledgment shall constitute conclusive evidence a Document has been properly received.
- 10.9 If acceptance of a Document is required, any such Document which has been properly received shall not give rise to any obligation unless and until the Party initially transmitting such Document has properly received in return the agreed acceptance Document.
- 10.10 If any properly transmitted Document is received in an unintelligible or garbled form, the receiving Party shall promptly notify the originating Party (if identifiable from the received Document) in a reasonable manner. In the absence of such a notice, the originating Party's records of the contents of such Document shall control, unless the identity of the originating Party cannot be determined from the received Document.
- 10.11 Documents and communications related to Electronic Transactions under this Agreement shall maintain the same degree of confidentiality, as they would have in the form of paper records.
- 10.12 Any Document properly transmitted pursuant to this Agreement shall be considered, in connection with any Electronic Transaction, to be a "writing" or "in writing"; and any such Document when containing, or to which there is affixed, a Signature ("Signed Document") shall be deemed for all purposes (a) to have been "signed" and (b) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

- 10.13 The conduct of the Parties pursuant to this Agreement, including the use of Signed Documents properly transmitted pursuant to the Agreement, shall, for all legal purposes, evidence a course of dealing and a course of performance accepted by the Parties in furtherance of this Agreement.
- 10.14 The Parties agree not to contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the Party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the Parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall contest the admissibility of copies of Signed Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Documents were not originated or maintained in documentary form.
- 10.15 Each Party agrees to maintain either a paper copy or the electronic data required to create a paper copy of each Electronic Transaction which it initiates during the term of this Agreement and for at least two (2) years thereafter.
- 10.16 Upon the reasonable request of either party, the other party shall make all of its books and records relating to the performance of this Agreement and Electronic Transactions pursuant hereto available to the requesting party for inspection during the term of this Agreement and for two (2) years thereafter.
- 10.17 In the event that the party to whom a request is made, fails to maintain an appropriate record of any Electronic Transaction or fails to make such record

available to the requesting party upon reasonable request therefore, the requesting party's record, if any, of such Electronic Transaction shall be conclusive in any dispute regarding such Electronic Transaction.

Article 11. Effective Date and Termination of Agreement.

11.1 This Agreement shall commence on the date of execution by the last Party to execute this Agreement ("Effective Date") and shall have an initial term that expires on June 30 of the calendar year following the year in which the Agreement was executed. Upon expiration of the initial term, this Agreement shall automatically renew for successive additional terms of one (1) year, subject to the registration requirements of Section 9 of the Company's Supplier Terms and Conditions of Service, unless terminated as provided in Section 11.2 of this Agreement. Notwithstanding the Effective Date, the CRES Provider acknowledges that it may not begin supplying any Competitive Energy Services prior to the time it is in compliance with the provisions of this Agreement, PUCO orders and rules, and the Company's Retail Tariff.

11.2 This Agreement shall or may be terminated as follows:

11.2.1 In the event the CRES Provider ceases to provide any Competitive Energy Service to customers in the Company's service territory or otherwise withdraws from the Choice Program, and so notifies the Company in writing in accordance with the notice requirements of Article 18, this Agreement shall terminate thirty (30) days following the date on which the CRES Provider ceases to have any active customers.

11.2.2 In the event of a Default (as defined in Section 12.1 of Article 12) by either Party ("Defaulting Party"), the other Party ("Non-Defaulting Party") may terminate this Agreement by providing written notice to the Defaulting Party, without prejudice to any remedies at law or in equity available to the Non-Defaulting Party by reason of the event of Default.

11.2.3 If at any time during the term of this Agreement, FERC, PUCO or a court of competent jurisdiction issues an order under which either Party believes that its rights and/or interests under this Agreement are materially affected, the Party so affected shall within thirty (30) days of said final order provide the other Party with notice setting forth in reasonable detail how said order has materially affected its rights and/or interests in this Agreement. Within thirty (30) days from the receiving Party's receipt of said notice the Parties agree to attempt through good faith negotiations to resolve the issue. If the Parties are unable to resolve the issue within thirty (30) days from the commencement of negotiations, either Party may at the close of said thirty (30) day period terminate this Agreement, subject to any applicable regulatory requirements, following an additional thirty (30) days prior written notice to the other Party without any liability or responsibility whatsoever, except for obligations arising prior to the date of service termination.

11.2.4 In the event either Party provides notice of nonrenewal no later than thirty (30) days prior to the expiration of the initial term or any successive

renewal term, this Agreement shall terminate as of the last day of the current term.

- 11.3 Upon termination of this Agreement, the CRES Provider shall no longer be registered with the Company or authorized to provide Competitive Energy Services in the Company's Choice Program.
- 11.4 The termination of this Agreement for any reason shall not relieve the Company or the CRES Provider of any obligation accrued or accruing prior to such termination.

Article 12. Events of Default and Remedies.

- 12.1 A CRES Provider is in default of its obligations under the Company's Choice Program if any one or more of the following occurs:
 - 12.1.1 The CRES Provider fails to perform any material obligation under the Company's Supplier Terms and Conditions of Service;
 - 12.1.2 The CRES Provider fails to fully pay an invoice from the Company within three Business Days following the due date of the invoice.
 - 12.1.3 The CRES Provider's credit exposure exceeds the unsecured credit limit or the Company's current collateral enhancement requirement by 5% or more and the CRES Provider has failed to comply with the Company's request for adequate security or adequate assurance of payment within three Business Days of the Company's request.
 - 12.1.4 The PUCO has decertified the CRES Provider or otherwise declared it ineligible to participate in the Ohio Customer Choice Program or the Company's Customer Choice Program.

- 12.1.5 The CRES Provider's action or inaction has or will jeopardize the operational integrity, safety, or reliability of the Company's transmission or distribution system.
- 12.1.6 The CRES Provider or the performing services on behalf of the CRES Provider, through actions or inactions, becomes in default of any agreement with or requirement of PJM.
- 12.1.7 The CRES Provider misuses the Company Consolidated and Bill-Ready Billing option by incorrectly using the name of the Company or the name of one of the Company's affiliates in a charge description or otherwise using this billing option in a misleading or defamatory manner.
- 12.1.8 The CRES Provider voluntarily withdraws from the Company's Customer Choice Program without providing at least ninety calendar days notice to the Company.
- 12.1.9 The CRES Provider files a voluntary petition in bankruptcy; has an involuntary petition in bankruptcy filed against it; is insolvent; has a receiver, liquidator or trustee appointed to take charge of its affairs; has liabilities that exceed its assets; or is otherwise unable to pay its debts as they become due.
- 12.2 In the event of default, the Company shall serve a written notice of such default, providing reasonable detail and a proposed remedy, on the CRES Provider, with a copy contemporaneously provided to the PUCO. On, or after, the date the default notice has been served, the Company may file with the PUCO a written request for authorization to terminate or suspend service to the CRES Provider. Except

- for default due to failure by the CRES Provider to deliver Competitive Retail Electric Service, if the PUCO does not act within ten Business Days after receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the eleventh Business Day after receipt of the request by the PUCO. If the default is due to failure by the CRES Provider to deliver Competitive Retail Electric Service and the PUCO does not act within five Business Days after receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the sixth Business Day after receipt of the request by the PUCO. Terminations or suspensions shall require authorization from the PUCO.
- 12.3 In the event of suspension, the CRES Provider shall not be permitted to enroll any new End-use customers in the Company's Customer Choice Program. During the period of suspension, the CRES Provider shall continue to serve its existing end-use customers.
- 12.4 In the event of termination, the CRES Provider's end-use customers shall be returned to the Company's Standard Offer Rate effective on each end-use customer's next Meter Read Date after the date of termination.
- 12.5 The CRES Provider shall not be permitted to enroll any new end-use customers in the Company's Customer Choice Program unless it re-registers in the Company's Customer Choice Program, pursuant to the requirements of Section 9 of the Company's Supplier Terms and Conditions of Service.

Article 13. Dispute Resolution.

- 13.1 Any disputes involving transmission service shall be handled in accordance with the PJM OATT.

- 13.2 Disputes between a CRES Provider's customer and the CRES Provider shall be the sole responsibility of the CRES Provider.
- 13.3 Alternative dispute resolution shall be offered to both CRES Providers and the Company as a means to address disputes and differences between CRES Providers and the Company. Alternative Dispute Resolution shall be conducted in accordance with the provisions of Chapter 4901:1-26 of the Ohio Administrative Code.

Article 14. Force Majeure.

- 14.1 Neither party shall be liable for any delay in performing or for failing to perform its respective obligations under this Agreement due to any event of Force Majeure including a catastrophic weather condition (but not fluctuations in temperature no matter how extreme), flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, walkout, lockout or other labor dispute, work stoppage caused by jurisdictional and/or similar disputes, restraint by court order or public authority, or action or non-action by, or inability to obtain authorization or approval from, any governmental authority, or any combination of these causes, which by the exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome. Financial loss or other economic hardship of either Party shall not constitute an event of Force Majeure under this Agreement.
- 14.2 The obligations of either Party, so far as they are affected by the Force Majeure event, shall be suspended during the continuation of such inability and

circumstance and shall, so far as possible, be remedied within a reasonable period of time. During such Force Majeure event, both Parties shall take all reasonable steps to comply with this Agreement notwithstanding the occurrence of the event. This section shall not require the settlement of any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest. It is understood and agreed that the settlement of strikes, walkouts, lockouts or other labor disputes shall be entirely within the discretion of the Party involved in the strike, walkout, lockout or other labor dispute.

Article 15. Regulatory Authorizations and Jurisdiction.

- 15.1 The Company and the CRES Provider are subject to, and shall comply with, all existing or future applicable federal, state and local laws, and all existing or future duly promulgated orders or other duly authorized actions of governmental authorities having jurisdiction over the matters covered by this Agreement.
- 15.2 This Agreement is subject to change in the future to reflect any relevant changes required by the PUCO or other Ohio state agency having jurisdiction, or by virtue of any federal or state law or regulation, and such changes shall be deemed to be binding upon the Parties, except where the right to terminate is exercised in accordance with the terms of this Agreement.
- 15.3 Any references to FERC-jurisdictional matters in this Agreement are intended solely for informational purposes and are not intended to accord any jurisdictional authority over such matters to the PUCO. If anything stated herein is found by the FERC to conflict with or to be inconsistent with any provision of the Federal

Power Act ("FPA"), or any rule, regulation, order or determination of the FERC under the FPA, the applicable FERC rule, regulation, order or determination of the FERC shall control.

Article 16. Limitation of Liability.

- 16.1 The Company shall have no duty or liability with respect to Competitive Retail Electric Service before it is delivered by a CRES Provider to an interconnection point with the Ohio Power Rate Zone. After its receipt of Competitive Retail Electric Service at the point of delivery, the Company shall have the same duty and liability for transmission and distribution service to customers receiving Competitive Retail Electric Service as to those customers receiving electric energy and capacity from the Company.
- 16.2 The Company does not guarantee continuous, regular and uninterrupted supply of 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.
- 16.3 Except as provided in the Company's Supplier Terms and Conditions of Service, the Company shall have no duty or liability to a CRES Provider providing Competitive Retail Electric Services arising out of or related to a contract or other relationship between a CRES Provider and a customer of the CRES Provider. The

Company shall implement customer selection of a CRES Provider consistent with applicable rules of the PUCO and shall have no liability to a CRES Provider providing Competitive Retail Electric Services arising out of or related to switching CRES Provider, unless and to the extent that the Company is negligent in switching or failing to switch a customer.

- 16.4 The Company shall have no liability to the CRES Provider for any consequential, indirect, incidental, special, ancillary, punitive, exemplary, or other damages, including lost profits, lost revenues, or other monetary losses arising out of any errors or omissions.

Article 17. Indemnification.

- 17.1 To the fullest extent permitted by law, the CRES Provider shall defend, indemnify and hold harmless the Company from and against any and all claims and/or liabilities for losses, expenses, damage to property, injury to or death of any person, including the Company's employees or any third parties, or any other liability incurred by the Company, including reasonable attorneys' fees, relating to performance under this Agreement, except to the extent that a court of competent jurisdiction determines that the losses, expenses or damage were caused wholly or in part by any grossly negligent or willful act of omission of the Company.
- 17.2 The CRES Provider's obligation to defend, indemnify and hold harmless under this Article shall survive termination of this Agreement, and shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CRES Provider under any statutory scheme,

including any workers compensation acts, disability benefit acts or other employee benefit acts.

Article 18. Notices.

- 18.1 Any written notice required or appropriate hereunder shall be deemed properly made, given to, or served on the Party to which it is directed, when sent by overnight mail or United States mail, postage prepaid, and addressed as follows:

If to the CRES Provider:

If to the Company:

Ohio Choice Operations
AEP Ohio
850 Tech Center Drive
Gahanna, Ohio 43230

- 18.2 Notice of any change in any of the above addresses shall be given in writing in the manner specified in this Article.
- 18.3 Notices received after the close of a Business Day shall be deemed received on the next Business Day.

Article 19. Not a Joint Venture.

- 19.1 Unless specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be separate and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or

partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be liable individually and severally for its own obligations under this Agreement.

Article 20. Conflicts Between this Agreement and the Company's Retail Tariff or the PJM OATT.

- 20.1 Should a conflict exist or develop between the provisions of this Agreement and the relevant provisions of the Company's Retail Tariff or the PJM OATT, as approved by the PUCO and the FERC, respectively, the provisions of the Company's Retail Tariff and/or the PJM OATT shall prevail.

Article 21. Amendments or Modifications.

- 21.1 Except as provided in Section 15.2 of Article 15 of this Agreement, no amendment or modification shall be made to this Agreement during the term of this Agreement, in whole or in part, except by an instrument in writing executed by authorized representatives of the Parties, and no amendment or modification shall be made by course of performance, course of dealing or usage of trade.
- 21.2 Notwithstanding Section 21.1 above, the Company may amend or modify this Agreement in a manner consistent with the Company Supplier Terms and Conditions of Service and may require the CRES Provider to execute an amended Agreement thirty (30) days after providing notice to the CRES Provider of the applicable changes and a copy of the amended Agreement for execution.

Article 22. Taxes.

- 22.1 All present or future federal, state, municipal or other taxes imposed on the CRES Provider by any taxing authority shall be the liability of the CRES Provider. The CRES Provider shall pay all such taxes to the applicable taxing authority to the

extent required or permitted by law. If the Company is required to remit any taxes imposed upon customers directly to any applicable taxing authority, other than taxes collected by the Company directly from the CRES Provider's customers, then the CRES Provider shall indemnify the Company against, and will pay the Company for, all such tax amounts upon demand.

Article 23. Waiver of Rights.

23.1 No term or condition of this Agreement shall be deemed to have been waived and no breach excused unless such waiver or consent to excuse is in writing and signed by the Party claimed to have waived or consented to such excuse. The failure of either Party to insist in any one or more instances upon strict performance of any provisions of this Agreement, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

Article 24. General Provisions.

24.1 The Parties agree that the normal rule of construction, to the effect that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.

24.2 To the extent not subject to the exclusive jurisdiction of the FERC, the formation, validity, interpretation, execution, amendment and termination of this Agreement shall be governed by the laws of the State of Ohio.

- 24.3 The headings contained in this Agreement are used solely for convenience and do not constitute a part of the Agreement between the Parties hereto, nor should they be used to aid in any manner in the construction of this Agreement.
- 24.4 This Agreement is intended solely for the benefit of the Parties hereto. Nothing in this Agreement shall be construed to create any duty, or standard of care with reference to, or any liability to, any person not a Party to this Agreement.
- 24.5 Neither Party shall have any right, power, or authority to enter any agreement or undertaking for, or on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
- 24.6 Cancellation, expiration or early termination of this Agreement shall not relieve the Parties of obligations that by their nature survive such cancellation, expiration or termination, including, without limitation, payment of any amounts due, warranties, remedies, promises of indemnity and confidentiality.
- 24.7 Should any provision of this Agreement be held invalid or unenforceable, such provision shall be invalid or unenforceable only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable any other provision hereof, unless it materially changes the Agreement of the Parties.
- 24.8 Each of the Parties hereto acknowledges that it has read this Agreement, and the Company's Supplier Terms and Conditions of Service, understands them, and agrees to be bound by their terms. This Agreement is intended by the Parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. All prior written or oral

understandings or offers pertaining to this Agreement are hereby abrogated and withdrawn.

Article 25. Assignment and Delegation.

- 25.1 This Agreement may not be assigned by either the Company or the CRES Provider without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld. However, the Company may assign any or all of its rights and obligations under this Agreement, without the CRES Provider's consent, to any entity succeeding to all or substantially all of the transmission and/or distribution facilities of the Company.
- 25.2 When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee. Any assignment in violation of this Article shall be void.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officials on the dates written below, to be effective on the later date.

Ohio Power Company
(the "Company")

(the "CRES Provider")

By: _____

By: _____

Printed
Name: Pablo Vegas

Printed
Name: _____

Title: President & COO – AEP Ohio

Title: _____

Date: _____

Date: _____

Standards

Ohio Electric Implementation Guidelines for the Customer Choice Program in the State of Ohio by the OSPO Data Exchange Workgroup, and their associated data dictionaries (documents may be found at <http://www.puco.ohio.gov/puco/index.cfm/industry-information/industrytopics/ohio-edi-working-group/>)

Rules Governing Electronic Data Exchange Standards and Uniform Business Practices for the Electric Utility Industry – Case No. 00-813-EL-EDI

Company's Tariffs and Terms and Conditions

The following are the Exceptions to the Ohio Operational Support Data Exchange Workgroup Electric Implementation Guidelines:

Exceptions

1. The following EDI transaction is not supported by the EDU:

- **650: Meter Site Profile / Maintenance Service Order.**

2. The following term as used in the tables below is defined as follows:

a. "SDI" shall mean Service Delivery Identifier Number. The SDI is assigned first to a specific premise (physical location), and second at the tariff level. The relationship of the SDI to the customer account number is a "many to one" relationship. It is possible that multiple SDIs belong to one customer account number. All SDIs associated with the same premise and customer will be billed on one monthly billing when the bill is presented by the EDU. The SDI will be used in lieu of a customer account number for all EDI transactions in Ohio.

The customer can select a different provider for each SDI. The SDI will always stay with the premise location. The SDI does not stay with the customer after moving to another location.

3. The following table lists those processes or transactions, not currently supported by the EDU:

Ref	Position
1.	The EDU does not accept an inbound “814 Enrollment request” for a SDI that is not already known to the EDU.
2.	An inbound request by the CRES for change of customer contact information is not supported.
3.	The EDU uses the SDI instead of the EDU account number as the point at which enrollments and switches occur. EDU account number will be ignored in any incoming messages and will not be passed in any outgoing messages. The REFQ5 segment must be populated with the SDI in all EDU inbound transactions.
4.	If billing data on the 810 transaction is not received by the EDU within the required time window, the EDU will not reject the 810. These charges will be held and presented on the next billing.
5.	The EDU does not currently distinguish between a request for Historical Interval Usage and a request for Historical Cumulative Usage. Instead, the meter type dictates the type of data returned. If the requested usage type does not agree with the meter type present, the EDU will not reject it.
6.	CRES Consolidated Billing is not supported.
7.	The EDU does not support initiation of Budget Billing arrangements for the CRES Provider charges. Budget Billing arrangements must be arranged between the CRES Provider and the customer.
8.	The EDU does not support special meter reading requests. Special meter readings must be requested through the Customer Solutions Center.
9.	Switches are effective on the scheduled meter read date.
10.	Customer Rescission – the customer may object only once within the 7 day customer objection period.
11.	The EDU does not store different customer names for the customer service address and customer billing address. The same name will be used for both addresses.
12.	The EDI transactions define a scheduling coordinator. Scheduling coordinators are only considered on inbound 814 Enrollment Requests, and are not provided in any outbound transactions.
13.	The data element N103/N104, containing the customer identification, is not supported.

4. This following table lists those field level details where the EDU diverges from the published standards:

Ref	Transaction	EDI requirement
1.	814E	An inbound EDI transaction 814 Enrollment Request allows meters on a SDI to be specified. The EDU does not support this and will only accept the request if it contains “ALL”.
2.	814E	The EDU only supports “DUAL” as the bill calculation party. (REF PC)
3.	814E	An inbound 814 E – Historical Usage request can ask for a “summary” or “detail” report. The EDU always returns detailed Historical Usage data, regardless of the type requested. Historical usage is provided in kWh only.
4.	814E	An inbound 814 Enrollment – Historical Usage request can ask for a report on a specific meter. The EDU returns usage for all meters at the specified SDI on an individual meter basis.
5.	814ER	The outbound EDI 814 Enrollment Response - accept transaction contains a data element REF*NR (Customer is on budget billing) this data element will always be set to “No budget billing”.
6.	867MU	An 867 Monthly Usage requires the estimate type be provided for both start and end meter readings. Usage is considered to be estimated if either of the start OR end reads are estimates.

5. The following tables clarify the EDU's transaction set headers:

5.1 Transaction Set Header
<p>ISA /GS EDI transaction set header for <u>all transactions EXCEPT the 820</u>:</p> <p><u>Inbound transactions to EDU:</u></p> <p>The ISA segment of the EDI transaction determines the sender and receiver ID. The Receiver ID for AEP System Operating Companies will be the same for all transactions.</p> <p>The GS segment of the EDI transaction determines a sender and receiver ID. The Receiver ID for AEP System Operating Companies will be unique by AEP operating company. The ID will be the individual operating company's Dun and Bradstreet number.</p> <p>The EDU identifying segment within the transaction (N104 = EDU) will contain a different DUNS number for each operating company which will be the same as the GS Receiver ID.</p> <p><u>Outbound transactions to EDU:</u></p> <p>The ISA segment of the EDI transaction determines the sender and receiver ID. The Sender ID for AEP System Operating Companies will be the same for all transactions.</p> <p>The GS segment of the EDI transaction determines a sender and receiver ID. The Sender ID for AEP System Operating Companies will be unique by AEP operating company. The ID will be the individual operating company's Dun and Bradstreet number.</p> <p>The EDU identifying segment within the transaction (N104 = EDU) will contain a different DUNS number for each operating company which will be the same as the GS Receiver ID.</p>

5.2 Transaction Set Header

ISA /GS EDI transaction set header for the 820 transaction ONLY:

Outbound transactions from EDU (EDU Consolidated Billing):

The ISA segment of the EDI transaction determines the sender and receiver ID. The Sender ID for AEP Systems Operating Companies is a unique number provided in the partner profile agreement and will be used for the 820 transaction only.

The GS segment of the EDI transaction determines a sender and receiver ID. The Sender ID for AEP System Operating Companies will be same for all states served by AEP.

The EDU identifying segment within the transaction (N104 = EDU) will be the same number as the ISA segment Receiver ID.

Third Party Service Providers

For the Company:

None

For the CRES PROVIDER:

Electronic Mailboxes

For the Company:

None

For the CRES PROVIDER:

Standards

Ohio Electric Implementation Guidelines for the Customer Choice Program in the State of Ohio by the OSPO Data Exchange Workgroup, and their associated data dictionaries (documents may be found at <http://www.puco.ohio.gov/puco/index.cfm/industry-information/industrytopics/ohio-edi-working-group/>)

Rules Governing Electronic Data Exchange Standards and Uniform Business Practices for the Electric Utility Industry – Case No. 00-813-EL-EDI

Company's Tariffs and Terms and Conditions

The following are the Exceptions to the Ohio Operational Support Data Exchange Workgroup Electric Implementation Guidelines:

Exceptions

1. The following EDI transaction is not supported by the EDU:

- **650: Meter Site Profile / Maintenance Service Order.**

2. The following term as used in the tables below is defined as follows:

a. "SDI" shall mean Service Delivery Identifier Number. The SDI is assigned first to a specific premise (physical location), and second at the tariff level. The relationship of the SDI to the customer account number is a "many to one" relationship. It is possible that multiple SDIs belong to one customer account number. All SDIs associated with the same premise and customer will be billed on one monthly billing when the bill is presented by the EDU. The SDI will be used in lieu of a customer account number for all EDI transactions in Ohio.

The customer can select a different provider for each SDI. The SDI will always stay with the premise location. The SDI does not stay with the customer after moving to another location.

3. The following table lists those processes or transactions, not currently supported by the EDU:

Ref	Position
1.	The EDU does not accept an inbound “814 Enrollment request” for a SDI that is not already known to the EDU.
2.	An inbound request by the CRES for change of customer contact information is not supported.
3.	The EDU uses the SDI instead of the EDU account number as the point at which enrollments and switches occur. EDU account number will be ignored in any incoming messages and will not be passed in any outgoing messages. The REFQ5 segment must be populated with the SDI in all EDU inbound transactions.
4.	If billing data on the 810 transaction is not received by the EDU within the required time window, the EDU will not reject the 810. These charges will be held and presented on the next billing.
5.	The EDU does not currently distinguish between a request for Historical Interval Usage and a request for Historical Cumulative Usage. Instead, the meter type dictates the type of data returned. If the requested usage type does not agree with the meter type present, the EDU will not reject it.
6.	Rate Ready Billing is not supported.
7.	CRES Consolidated Billing is not supported.
8.	The EDU does not support initiation of Budget Billing arrangements for the CRES Provider charges. Budget Billing arrangements must be arranged between the CRES Provider and the customer.
9.	The EDU does not support special meter reading requests. Special meter readings must be requested through the Customer Solutions Center.
10.	Switches are effective on the scheduled meter read date.
11.	Customer Rescission – the customer may object only once within the 7 day customer objection period.
12.	The EDU does not store different customer names for the customer service address and customer billing address. The same name will be used for both addresses.
13.	The EDI transactions define a scheduling coordinator. Scheduling coordinators are only considered on inbound 814 Enrollment Requests, and are not provided in any outbound transactions.
14.	The data element N103/N104, containing the customer identification, is not supported.

4. This following table lists those field level details where the EDU diverges from the published standards:

Ref	Transaction	EDI requirement
1.	814E	An inbound EDI transaction 814 Enrollment Request allows meters on a SDI to be specified. The EDU does not support this and will only accept the request if it contains “ALL”.
2.	814E	The EDU only supports “DUAL” as the bill calculation party. (REF PC)
3.	814E	An inbound 814 E – Historical Usage request can ask for a “summary” or “detail” report. The EDU always returns detailed Historical Usage data, regardless of the type requested. Historical usage is provided in kWh only.
4.	814E	An inbound 814 Enrollment – Historical Usage request can ask for a report on a specific meter. The EDU returns usage for all meters at the specified SDI on an individual meter basis.
5.	814ER	The outbound EDI 814 Enrollment Response - accept transaction contains a data element REF*NR (Customer is on budget billing) this data element will always be set to “No budget billing”.
6.	867MU	An 867 Monthly Usage requires the estimate type be provided for both start and end meter readings. Usage is considered to be estimated if either of the start OR end reads are estimates.

5. The following tables clarify the EDU's transaction set headers. The conditions cover all billing arrangements although some conditions may only be applicable to some billing arrangements. Note the distinction between the 820 Payment and the 820 Remittance Details:

5.1 Transaction Set Header
<p>ISA /GS EDI transaction set header for <u>all transactions EXCEPT the 820 Payment</u>:</p> <p><u>Inbound transactions to EDU:</u></p> <p>The ISA segment of the EDI transaction determines the sender and receiver ID. The Receiver ID for AEP System Operating Companies will be the same for all transactions.</p> <p>The GS segment of the EDI transaction determines a sender and receiver ID. The Receiver ID for AEP System Operating Companies will be unique by AEP operating company. The ID will be the individual operating company's Dun and Bradstreet number.</p> <p>The EDU identifying segment within the transaction (N104 = EDU) will contain a different DUNS number for each operating company which will be the same as the GS Receiver ID.</p> <p><u>Outbound transactions from EDU (excluding the 820 Payment transaction for EDU Consolidated Billing):</u></p> <p>The ISA segment of the EDI transaction determines the sender and receiver ID. The Sender ID for AEP System Operating Companies will be the same for all transactions, with the exception of the 820 payment transaction.</p> <p>The GS segment of the EDI transaction determines a sender and receiver ID. The Sender ID for AEP System Operating Companies will be unique by AEP operating company. The ID will be the individual operating company's Dun and Bradstreet number.</p> <p>The EDU identifying segment within the transaction (N104 = EDU) will contain a different DUNS number for each operating company which will be the same as the GS Sender ID.</p>

5.2 Transaction Set Header

ISA /GS EDI transaction set header for the 820 Payment transaction ONLY:

Outbound transactions from EDU (EDU Consolidated Billing):

The ISA segment of the EDI transaction determines the sender and receiver ID. The Sender ID for AEP Systems Operating Companies is a unique number provided in the partner profile agreement.

The GS segment of the EDI transaction determines a sender and receiver ID. The Sender ID for AEP System Operating Companies will be same for all states served by AEP.

The EDU identifying segment within the transaction (N104 = EDU) will be the same number as the ISA segment Sender ID.

Third Party Service Providers

For the Company:

None

For the CRES PROVIDER:

Electronic Mailboxes

For the Company:

None

For the CRES PROVIDER:

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in

Case No(s). 13-0729-EL-ATA

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