# BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

Eagle Hardwoods, Inc.,	)	
Complainant,	)	
,	)	
V.	)	Case No. 14-1956-EL-CSS
	)	
Ohio Power Company,	)	
<b>5</b>	)	
Respondent.	)	

# **TESTIMONY**

**OF** 

# DAVID B. WEISS

ON BEHALF OF OHIO POWER COMPANY d/b/a AEP OHIO

- 1 Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.
- 2 A. My name is David B. Weiss; my business address is 850 Tech Center Drive, Columbus,
- 3 Ohio 43230.
- 4 Q. BY WHOM ARE YOU EMPLOYED AND WHAT IS YOUR POSITION?
- 5 A. I am employed by the Ohio Power Company ("AEP Ohio" or "the Company") as the
- 6 Manager of Regulated Commodity Sourcing.
- 7 Q. WOULD YOU PLEASE DESCRIBE YOUR EDUCATIONAL AND
- 8 PROFESSIONAL BACKGROUND?
- 9 A. Yes. I am a graduate of The Ohio State University. In 1988, I was employed by Arthur
- Andersen and Company as an auditor, where I was engaged in the audits of the accounting
- controls and records of large retailers, hospitals, and utilities. In 1990, I transferred to Andersen
- 12 Consulting, where I supervised the support operations on a large software installation project. In
- 13 1992, I began working as an internal auditor for the Columbia Gas System Service Corporation,
- where I performed reviews of that company's systems of internal controls and financial records.
- 15 In 2001, I joined American Electric Power Service Corporation ("AEPSC") as a Senior
- Accountant, and in 2003 I was promoted to Staff Accountant. In 2004, I joined the Regulated
- 17 Pricing & Analysis department as a Regulatory Consultant I, where I focused on the
- development of generation and transmission formula rates, and costs of service for regulatory
- 19 filings made by Appalachian Power Company ("APCo"), a sister subsidiary of AEP Ohio. In
- 20 2010, I was promoted to Regulatory Case Manager, where I managed regulatory filings made on
- behalf of Ohio Power Company and other AEP regulated operating companies before the Public
- 22 Utilities Commission of Ohio ("PUCO") and the Federal Energy Regulatory Commission
- 23 ("FERC"). In December 2014, I transferred to my current position.

# 1 Q. WHAT ARE YOUR RESPONSIBILITIES AS MANAGER OF REGULATED

# 2 **COMMODITY SOURCING?**

- 3 A. In my current position I act as the Company's liaison in the auction process used to
- 4 procure generation for AEP Ohio's Standard Service Offer ("SSO") customers. I manage the
- 5 relationship with the third party Auction Manager, coordinate the responses to questions posed
- 6 by auction participants, address regulatory issues that impact the auction, and act as a point of
- 7 contact for Company personnel in auction related issues. In addition, I also work on other issues
- 8 as necessary.

# 9 O. HAVE YOU PREVIOUSLY SUBMITTED TESTIMONY IN ANY REGULATORY

# 10 **PROCEEDINGS?**

- 11 **A.** Yes. I am supporting testimony in Case No. 16-1852-EL-SSO, AEP Ohio's ESP
- extension filing that is currently on the docket at the Public Utilities Commission of Ohio. I have
- also presented testimony on behalf of several AEP regulated entities before the Federal
- Regulatory Energy Commission and on behalf of APCo in proceedings before the Virginia State
- 15 Corporation Commission and the Public Service Commission of West Virginia.

# 16 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

- 17 **A.** The purpose of my testimony is to address some of the factual and regulatory issues
- raised in the Complaint filed by Eagle Hardwoods, Inc.
- 19 Q. HAVE YOU READ THE COMPLAINT?
- 20 A. Yes.
- 21 Q. WHAT IS THE TIME PERIOD AT ISSUE IN THE COMPLAINT?
- 22 A. Eagle Hardwoods, Inc. alleges it is November of 2008 to September 2014.

# 1 Q. HAVE YOU READ THE TESTIMONY OF ANY OTHER WITNESSES FILED

# 2 ON BEHALF OF THE COMPANY IN THIS CASE?

- 3 A. Yes, I have read the testimony of David E. Heck and James D. Davis, both of whom filed
- 4 testimony in this case.

# 5 Q. ARE YOU SPONSORING ANY EXHIBITS?

6 A. I am sponsoring the following exhibits:

7	Exhibit DBW-1	AEP Ohio Terms and Conditions of Service		
8	Exhibit DBW-2	AEP Ohio GS-2 Schedule		
9	Exhibit DBW-3	Complainant's Billing History		
10	Exhibit DBW-4	Example Calculations of Complainant's Bills		
11	Exhibit DBW-5	Example Minimum Billing Demand Calculation		
12	Exhibit DBW-6	AEP MACSS Records of Complainant's Account		
13	Exhibit DBW-7	Certified Transcript of Phone Call wherein Eagle		
14		Hardwoods, Inc. asked for service to be disconnected at the		
15		address in question. Call dated September 25, 2014.		

- 16 Q. WHAT WERE THE TERMS AND CONDITIONS OF SERVICE THAT AEP
- 17 OHIO WAS OBLIGATED TO FOLLOW IN PROVIDING SERVICE TO EAGLE
- 18 HARDWOODS FROM NOVEMBER 2008 THROUGH SEPTEMBER 2014?
- 19 A. AEP Ohio's Commission-approved Terms and Conditions of Service are shown as
- 20 Exhibit DBW-1.
- 21 Q. DOES EXHIBIT DBW-1 CONTAIN THE SAME TERMS AND CONDITIONS OF
- 22 SERVICE THAT APPLIED DURING THE ENTIRE PERIOD IN QUESTION,
- 23 NOVEMBER 2008 THROUGH SEPTEMBER 2014?

- 1 A. Exhibit DBW-1 is the Terms and Conditions of Service in effect from December 9, 2009
- 2 to January 1, 2012, the date on which the Terms and Conditions of Service were updated to
- 3 reflect the merger of Columbus Southern Power Co. into Ohio Power Co. The December 9,
- 4 2009 version of the Terms and Conditions of Service is attached as Exhibit DBW-1 because it is
- 5 the Terms and Conditions of Service that applied during the 2011 meeting referenced in
- 6 Company witness David Heck's filed testimony. It is substantially similar to the Terms and
- 7 Conditions of Service in effect during the time periods of November 2008 to December 9, 2009,
- 8 and from January 1, 2012 to today. The portions of the Terms and Conditions specifically
- 9 relevant to this case and the portions cited in my testimony are substantively the same throughout
- the entire period.
- 11 Q. DID THE COMPANY'S COMMISSION-APPROVED TERMS AND
- 12 CONDITIONS OF SERVICE APPLY TO THE COMPLAINANT?
- 13 A. Yes. As shown on page 1 of Exhibit DBW-1, Section 2 of the Terms and Conditions of
- 14 Service states that, "These Terms and Conditions of Service apply to service under the
- 15 Company's schedules..." Complainant references in its complaint that Complainant was subject
- to the Company's GS-2 Schedule. As shown on page 5 of Exhibit DBW-2, the GS-2 Schedule
- states, "This schedule is subject to the Company's Terms and Conditions of Service."
- 18 Q. COMPANY WITNESS DAVID HECK'S TESTIMONY MENTIONS THAT
- 19 EAGLE HARDWOODS, INC. WAS SUBJECT TO THE GS-2 SCHEDULE—WHY WAS
- 20 EAGLE HARDWOODS SUBJECT TO THE GS-2 SCHEDULE?
- 21 A. Customers must take service under one of the Company's Schedules. The Company's
- 22 GS-2 Schedule is an appropriate schedule for Eagle Hardwoods based on Eagle Hardwoods'

- electricity usage characteristics. I reviewed Eagle Hardwoods' electric usage characteristics
- when observing Company records.
- 3 Q. IS THE GS-2 SCHEDULE, WHICH IS AN EXHIBIT TO YOUR TESTIMONY,
- 4 THE SAME GS-2 SCHEDULE IN EFFECT THROUGHOUT THE BILLING PERIOD
- 5 IN QUESTION, NOVEMBER OF 2008 TO SEPTEMBER OF 2014?
- 6 A. Exhibit DBW-2 is the GS-2 Schedule in effect on January 10, 2010. The GS-2 Schedule
- 7 changed various times during the period from November 2008 through September 2014. The
- 8 changes were primarily rate changes. Examples of different rates throughout the period are
- 9 shown in the three bill calculations in Exhibit DBW-4. The general structure and the specific
- provisions I discuss later in my testimony, including the metered voltage adjustment and the
- minimum billing demand, are substantively the same throughout the period.
- 12 Q. ON WHAT DATES WAS THE CUSTOMER SUBJECT TO THIS SCHEDULE?
- 13 A. Eagle Hardwoods was subject to a GS-2 Schedule for every bill rendered during the
- period in question, November of 2008 to September of 2014. Prior to the November 2012 bill,
- Eagle Hardwoods was subject to the Standard GS-2 schedule, as shown by the tariff code value
- of 215 in the Tariff Code column of Exhibit DBW-3. Beginning with the November 2012 bill
- and continuing thereafter, Eagle Hardwoods was subject to the Open Access Distribution GS-2
- schedule, as shown by the tariff code values of 878 and 840. Tariff codes 878 and 840 have been
- identical since September of 2012. In January 2013, the Company consolidated its tariff codes
- by moving all customers on code 878 to code 840.
- 21 Q. WHAT IS SIGNIFICANT ABOUT EAGLE HARDWOODS SWITCHING FROM
- 22 THE STANDARD TO THE OPEN ACCESS DISTRIBUTION SCHEDULE?

A. The two versions of the schedule are similar except the Open Access Distribution version 1 omits bypassable charges for the supply of electricity because the customer is billed those supply 2 charges by a Competitive Retail Electric Service (CRES) provider. The decision to receive 3 supply service from a CRES provider is the customer's choice, not AEP Ohio's. In order to 4 receive service from a CRES provider, a customer must contract with a CRES provider. In my 5 experience, customers generally contract with CRES providers for the purpose of obtaining the 6 supply portion of their electric service at a lower expense than the cost of the supply portion 7 available from the Company. As expressed by the Tariff Code values in DBW-3, Eagle 8 Hardwoods switched to a CRES provider in November, 2012. 9

# Q. DID YOU REVIEW THE CUSTOMER'S BILLNG HISTORY?

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A. Yes. I reviewed the customer's billing history, which is attached to my testimony as Exhibit DBW-3. The Meter Read Date, denoted "Meter Read Dt", column lists when the customer's meter was read for each monthly bill. The Bill Amount column lists the AEP Ohio bill totals sent to the customer. The Tariff Code reflects the Schedule under which the customer was billed, as I explained previously. The Metered kWh and Metered kW columns list the two main billing determinants of the customer's monthly electricity consumption. The Billed kWh and Billed kW columns show the effect of applying the metered voltage adjustment to the two billing determinants, as I explain in my next response. The Billed kW column also reflects the minimum billing demand provision, as I explain after describing the metered voltage adjustment. Company witness David Heck also talks about this exhibit – and Eagle Hardwoods Inc.'s billing and usage – in his filed testimony.

# Q. WHAT IS THE METERED VOLTAGE ADJUSTMENT?

A. Company witness David Heck's testimony states that the meter for Complainant's 1 facilities was located on the Company's side of the Company-owned transformer used to serve 2 Complainant. When such a configuration occurs, the Company adjusts the customer's metered 3 kW and kWh to reflect the electricity consumed by the Company-owned transformer. This 4 process is detailed in the metered voltage adjustment section of the GS-2 schedule, which was 5 applicable to Complainant. The section is shown beginning on page 3 and continuing on to page 6 4 of Exhibit DBW-2. For Complainant's bills, the Company utilized the 0.98 multiplier listed on 7 page 4. The Company calculated Complainant's bills utilizing Billed Demand and Billed Energy 8 values equal to 0.98 times Complainant's Metered Demand and Metered Energy, respectively. 9 This reduction is shown in Exhibit DBW-3 in the reduction of Metered kWh to Billed kWh and 10 the reduction of Metered kW to Billed kW. The Company correctly applied its tariff to 11 Complainant's circumstances, as described by Company witness David Heck. 12

# Q. WHAT IS THE MINIMUM BILLING DEMAND PROVISION?

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The minimum billing demand provision of the GS-2 Schedule is part of the Monthly 14 A. Billing Demand section that begins on page 2 of Exhibit DBW-2. The provision is designed to 15 ensure that customers pay a fair portion of the costs of electric distribution service. The 16 Company makes significant investments to serve customer load. When a customer's metered 17 kW decreases significantly, the minimum billing demand provision generates a billed kW value 18 that is utilized to render the customer's bill. The billed kW value keeps the customer responsible 19 for its fair share of the Company's investments. In the case of Eagle Hardwoods, the Company 20 21 constructed facilities able to accommodate load greater than 300 kW. When Eagle Hardwoods' metered kW decreased from 307.2 kW in November 2010 to 37.2 kW in December 2010, the 22 corresponding billed demand decreased from 301.1 kW to 133.3 kW. Even though Eagle 23

- 1 Hardwoods' metered demand in December 2010 was 37.2 kW, the minimum billing demand
- 2 provision generated a billing demand of 133.3 kW, which was used to render the December 2010
- 3 bill. Exhibit DBW-5 shows the actual calculation which results in the 133.3 kW billing demand.
- 4 As seen in Exhibit DBW-3, a similar calculation affected Eagle Hardwoods' bills through
- 5 September 2011, after which the mechanism no longer altered the monthly metered kW. The
- 6 minimum billing demand provision ensured that Eagle Hardwoods paid a fair portion of the cost
- of electric service. Absent the provision, Eagle Hardwood's fair share would have been borne by
- 8 all other customers.

# 9 Q. WAS COMPLAINANT BILLED THE CORRECT AMOUNT FOR THE

## 10 **SERVICE PROVIDED?**

- 11 A. Yes. The Company billed Complainant for the kW and kWh received by Complainant
- according to the Commission-approved tariffs in effect when each bill was rendered. As shown
- by the three examples in Exhibit DBW-4, the customer's bills correctly reflect all applicable
- 14 Terms and Conditions of Service, all applicable provisions of the GS-2 Schedule, and all
- 15 applicable charges.

# 16 Q. DID YOU REVIEW THE CUSTOMER'S PAYMENT HISTORY?

- 17 A. Yes. I reviewed Eagle Hardwoods' payment and credit history reflected in the
- 18 Company's billing system. The records I reviewed show Eagle Hardwoods paid its bills on time,
- 19 carried no past-due balances from one month to the next, and maintained the Company's highest
- 20 internal credit rating. The records also indicate that Eagle Hardwoods was not enrolled in the
- 21 Company's automatic payment program.

# 22 Q. DID YOU REVIEW PHONE RECORDS OF THE CUSTOMER CONTACTING

## 23 THE COMPANY?

- A. Yes. I reviewed the records of when the Complainant had called AEP's 800 number, the Customer Service Solutions Center. The records show the Complainant called AEP numerous times, dating from at least 2004. Therefore Complainant had experience calling the 800 number and speaking with AEP representatives. This is the proper channel through which a customer can request to discontinue service. Based on the phone records, Eagle Hardwoods, Inc. did not place an order to disconnect until September of 2014. Please see Exhibit DBW-7 for a certified
- Q. DID YOU REVIEW AEP'S MARKETING, ACCOUNTING, AND CUSTOMER
   SERVICE SYSTEM (MACSS) RECORDS OF THE CUSTOMER'S ACCOUNT?

transcript of that phone call.

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- Yes. From these records, I also see no order to disconnect service except for the
  September 2014 disconnect call. I see no call to order a service upgrade or change in service,
  either. Please see notes of Eagle Hardwoods, Inc.'s account at the address in question, 103 N.
  Street, Stone Creek, OH, in Exhibit DBW-6.
- Q. WHY MUST A CUSTOMER CONTACT THE CUSTOMER SERVICE
  SOLUTIONS CENTER IN ORDER TO REQUEST DISCONTINUATION OF SERVICE?
  - A. There are three main reasons why a customer must place an order through approved channels<sup>1</sup> when the customer desires to terminate service. First, the Company has designed its work processes to function this way. Call center representatives are positioned to relay the request for disconnection to the correct field personnel, among the Company's six distribution districts and 36 service centers. The representatives ensure that everyone who needs to be involved is contacted to ensure a safe and efficient disconnect process. The representatives also

<sup>&</sup>lt;sup>1</sup> Approved channels include calling AEP's 800 number or using the customer's online account, if established.

coordinate any billing concerns, such as verifying where the customer would like their final bill 1 to go. 2

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Second, the Company must maintain well-ordered and well-documented processes. As a regulated utility, the Company maintains detailed records for audit and inspection by Commission personnel, internal auditors, and Commission-appointed external auditors. These records ensure that the Company is adhering to proper procedures, laws, and Commission guidance. Documentation also allows the Company to analyze its operations and ensure that processes run smoothly and cost-prudently. Disruptions to work processes can impact customers and increase costs.

Finally, the Company must uphold its fundamental purpose of providing safe and reliable electric service. Disconnections are the cessation of electric service, which can represent a drastic reduction to the functionality of a customer's facilities. For example, commercial customers may have electrically-powered security, lighting, or HVAC systems they wish to keep operational at a facility even though that facility is not in active use. AEP's 800 number is the point of contact for disconnect requests so that representatives can ensure an authorized representative of the customer's facility is making a valid request for disconnection. Representatives also ensure that customers are aware of their options. For example, customers unable to pay their bills may be able to use the Company's payment plan options to continue service.

Q. IN COMPANY WITNESS DAVID HECK'S TESTIMONY, HE MENTIONS A 20 HYPOTHETICAL WHERE EAGLE HARDWOODS WOULD HAVE TO PAY FOR NEW EQUIPMENT UNDER THE LINE EXTENSION PROVISION IF AEP OHIO 22 REMOVED FACILITIES AND EAGLE HARDWOODS WAS A NEW CUSTOMER 23

# 1 WANTING TO INSTALL NEW AEP OHIO FACILITIES AT THE SITE—EXPLAIN

# 2 WHY THE LINE EXTENSION PROVISIONS APPLIES IN THAT HYPOTHETICAL?

- 3 A. As shown beginning on page 16 of Exhibit DBW-1, the Company's line extension
- 4 provisions apply when customers request new or expanded electric service. In the hypothetical
- 5 detailed by Company witness David Heck to Eagle Hardwoods, where AEP Ohio's facilities
- 6 were removed after Eagle Hardwoods, Inc. closed their account, the new customer at the site of
- the former Eagle Hardwoods, Inc. would be without electric service. Therefore, to receive
- 8 electric service after that removal, the new customer would have had to request new electric
- 9 service.

# 10 Q. WHY DOES THE LINE EXTENSION PROVISION WORK THIS WAY?

- 11 A. The policy is designed to ensure that customers pay a fair portion of the costs of electrical
- distribution service. The policy covers situations in which the Company must construct electric
- distribution infrastructure. When the need for such construction is based on a single customer's
- request, that customer must pay its fair share of the costs of the work. Mr. Furbay's complaint
- letter in this proceeding states that Eagle Hardwoods Inc. "agreed to do this, at AEP's expense,
- 16 not ours." This statement reveals a fundamental misunderstanding. The construction costs not
- paid by Eagle Hardwoods Inc. would be owed by all other ratepayers; AEP Ohio would not bear
- the expense. The line extension policy is a fair and reasonable mechanism, approved by the
- 19 Commission, designed to keep customers responsible for their fair share of the costs of electrical
- 20 distribution service.
- 21 Q. IN ANOTHER HYPOTHETICAL DESCRIBED BY COMPANY WITNESS
- 22 DAVID HECK, WHY COULD THE COMPANY NOT HAVE UPGRADED THE
- 23 **CUSTOMER-OWNED FACILITIES?**

- 1 A. The Company cannot discriminate by treating similar customers differently. The
- 2 Company does not install or maintain customer-owned equipment for other customers; therefore
- 3 it could not have done so for Eagle Hardwoods.

# 4 O. DID THE COMPANY DISCRIMINATE AGAINST COMPLAINANT?

- 5 A. No. The Company acted in accord with its Commission-approved tariffs in the
- 6 Company's interactions with Complainant.

# 7 Q. DID THE COMPANY PROVIDE COMPLAINANT WITH INADEQUATE

# 8 **SERVICE?**

- 9 A. No. The Company provided service to Complainant in accordance with the Company's
- 10 Commission-approved tariff. Furthermore, the Company advised the Complainant of the
- applicable tariff rules and how the tariffs affected Complainant's bills. The Company's tariffs
- reflect business practices and pricing mechanisms which are designed to be fair and reasonable
- to the Company's entire customer base. Moreover, Company witness David Heck, as
- demonstrated by his testimony, provided good customer service by driving to the property at
- issue in order to answer Eagle Hardwoods' questions and explain a number of hypotheticals.

# 16 Q. DID THE COMPANY FAIL TO PROVIDE THE CUSTOMER WITH SERVICE?

- 17 A. No. Exhibit DBW-3 show the monthly electricity consumed by Complainant. The
- customer had metered kWh and kW every month from November of 2008 through September of
- 19 2014. The metered kWh and kW, moreover, nearly always fluctuated month-to-month; hence,
- 20 Eagle Hardwoods, Inc. was using electricity throughout this time period. AEP Ohio does not
- bear the responsibility to update customer-owned equipment.

# 22 Q. SHOULD THE COMMISSION ORDER THE COMPANY TO REFUND THE

# 23 **COMPLAINANT?**

- 1 A. No. The Company provided nondiscriminatory and adequate service to Complainant.
- 2 The Company provided that service in accordance with the terms and conditions of the
- 3 Company's Commission-approved tariff. The Company billed Complainant correctly for the
- 4 service Complainant received. And as demonstrated in Company witness David Heck's
- 5 testimony, Mr. Heck provided good customer service by driving to the property at issue to
- answer questions and explain a number of hypotheticals. Lastly, according to Company records
- and Company witnesses, Eagle Hardwoods, Inc. never submitted an order to disconnect service
- 8 until September of 2014, at which time service was promptly disconnected. There is thus no
- 9 basis for the Commission to order the Company to refund the Complainant.

# 10 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

11 A. Yes.

1<sup>st</sup> Revised Sheet No. 3-1 Cancels Original Sheet No. 3-1

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

# TERMS AND CONDITIONS OF SERVICE

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# 2. APPLICATION FOR SERVICE

These Terms and Conditions of Service apply to service under the Company's schedules which provide for generation, transmission and distribution service. Customers requesting only distribution service from the Company, irrespective of the voltage level at which service is taken, as provided for in Section 4928.40(E), Ohio Revised Code, shall be served under the Company's open access distribution schedules and the Terms and Conditions of Open Access Distribution Service shall apply.

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

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

(Continued on Sheet No. 3-2)

Filed pursuant to Order dated December 2, 2009 in Case No. 09-1003-EL-ATA

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

## TERMS AND CONDITIONS OF SERVICE

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

When the customer desires delivery of energy at more than one point, each delivery point will be billed separately under a schedule applicable to the customer's class of business at such point. Separate written agreements, if required under the above paragraph, will be made for each point of delivery.

#### DEPOSITS

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

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

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

### 4. PAYMENTS

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

(Continued on Sheet No. 3-3)

Filed pursuant to Orders dated March 18 and March 30, 2009 in Case No. 08-918-EL-SSO

Issued: March 30, 2009 Effective: Cycle 1 April 2009

1<sup>st</sup> Revised Sheet No. 3-3 Cancels Original Sheet No. 3-3

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

## TERMS AND CONDITIONS OF SERVICE

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

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

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

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

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

(Continued on Sheet No. 3-4)

Filed pursuant to Order dated December 2, 2009 in Case No. 09-1003-EL-ATA

1<sup>st</sup> Revised Sheet No. 3-4 Cancels Original Sheet No. 3-4

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

## TERMS AND CONDITIONS OF SERVICE

#### CHANGE OF ADDRESS BY CUSTOMER

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

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

## 6. INSPECTION

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

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

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

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

(Continued on Sheet No. 3-5)

Filed pursuant to Order dated December 2, 2009 in Case No. 09-1003-EL-ATA

1<sup>st</sup> Revised Sheet No. 3-5 Cancels Original Sheet No. 3-5

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

## TERMS AND CONDITIONS OF SERVICE

#### SERVICE CONNECTION

The Company will, when requested to furnish service, designate the location of its service connection. The customer's wiring must, except for those cases listed below, be brought out of the building in an approved manner from the main service disconnect to outside the building wall nearest the Company's service wires so as to be readily accessible thereto. The point of service drop attachment shall be as high as the construction of the building will permit, but not more than twenty-five (25) feet nor less than twelve (12) feet from the ground (see National Electric Code for vertical clearance requirements of service drop conductors) and shall be located at a point convenient to the Company's lines for making connections thereto, and each of the service wires shall extend at least eighteen (18) inches from the weatherhead on the end of the conduit or cable for making service connections. Service entrance equipment shall be properly grounded and shall be installed so that the disconnecting means is readily accessible. Where customers install service entrance facilities which have capacity and layout specified by the Company and/or install and use certain utilization equipment specified by the Company, the Company may provide or offer to own certain facilities on the customer's side of the point where the service wires attach to the building.

In areas served by an overhead distribution system, an overhead service shall be provided by the Company from the Company's distribution system extending one span (approximately 100 feet) toward the customer's facilities. When a customer desires that energy be delivered at a point or in a manner other than that designated by the Company, the customer shall pay the additional cost of same. Rights-of-way or easements necessary for the installation of said service (including private railway wire crossings permits) shall be provided by the customer.

A nonresidential customer desiring an underground service shall, at the customer's expense, install and maintain the necessary service wires, duct work, manholes, vaults and connection boxes in an approved manner from the main entrance switch in the building to a service point designated by the Company, from which connection is to be made. Such underground service will be designed and installed as a continuous run of conductors which shall conform to Company specifications.

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

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

(Continued on Sheet No. 3-6)

Filed pursuant to Order dated December 2, 2009 in Case No. 09-1003-EL-ATA

1<sup>st</sup> Revised Sheet No. 3-6 Cancels Original Sheet No. 3-6

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

## TERMS AND CONDITIONS OF SERVICE

#### NOMINAL VOLTAGE LEVELS

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

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

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

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

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

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

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

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

(Continued on Sheet No. 3-7)

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1<sup>st</sup> Revised Sheet No. 3-7 Cancels Original Sheet No. 3-7

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

## TERMS AND CONDITIONS OF SERVICE

#### 10. COMPANY'S LIABILITY

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

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

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

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

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

(Continued on Sheet No. 3-8)

Filed pursuant to Order dated December 2, 2009 in Case No. 09-1003-EL-ATA

1<sup>st</sup> Revised Sheet No. 3-8 Cancels Original Sheet No. 3-8

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

## TERMS AND CONDITIONS OF SERVICE

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

## 11. CUSTOMER'S LIABILITY

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

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

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

(Continued on Sheet No. 3-9)

Filed pursuant to Order dated December 2, 2009 in Case No. 09-1003-EL-ATA

1<sup>st</sup> Revised Sheet No. 3-9 Cancels Original Sheet No. 3-9

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

## TERMS AND CONDITIONS OF SERVICE

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

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

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

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

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

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

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

(Continued on Sheet No. 3-10)

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1<sup>st</sup> Revised Sheet No. 3-10 Cancels Original Sheet No. 3-10

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

### TERMS AND CONDITIONS OF SERVICE

#### 12. TEMPORARY SERVICE

The Company will supply temporary service when it has available unsold capacity in its lines, transformers and generating equipment. Customers who have seasonal operations at permanent locations, or who have other sources of energy supply and desire service for standby or breakdown purposes, must contract for permanent service under a schedule applicable to the customer's class of business and will be subject to the terms of that schedule including the minimum bill and term of contract provisions.

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

	Distribution
Service requiring only reading-in and reading-out an existing meter	\$23.50
Single-phase 120/140 volt service from permanent source, up to 100 Ampere	
Capacity	\$204.00

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

Temporary service supplied for a period less than one (1) full month will be billed on the basis of a full month's schedule billing, including the minimum charge if applicable.

(Continued on Sheet No. 3-11)

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Issued by Joseph Hamrock, President AEP Ohio

1<sup>st</sup> Revised Sheet No. 3-11 Cancels Original Sheet No. 3-11

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

### TERMS AND CONDITIONS OF SERVICE

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

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

#### 14. USE OF ENERGY BY CUSTOMER

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

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

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

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

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

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

(Continued on Sheet No. 3-12)

Filed pursuant to Order dated December 2, 2009 in Case No. 09-1003-EL-ATA

1<sup>st</sup> Revised Sheet No. 3-12 Cancels Original Sheet No. 3-12

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

## TERMS AND CONDITIONS OF SERVICE

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

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

The Company will not supply service to customers who have other sources of energy supply except under schedules which specifically provide for same. The term "other sources of energy supply" as used in these Terms and Conditions of Service or in any of the Company's schedules shall mean "other sources of electric energy supply" except where the Company provides service as standby or partial standby for a source of energy other than electric energy.

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

Resale of energy will be permitted only by legitimate electric public utilities subject to the jurisdiction of the Public Utilities Commission of Ohio and only by written consent of the Company. In addition, resale of energy will be permitted for electric service and related billing as they apply to the resale or redistribution of electrical service from a landlord to a tenant where the landlord is not operating as a public utility, and the landlord owns the property upon which such resale or redistribution takes place.

# 15. METER REGISTRATION AND TESTING

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

(Continued on Sheet No. 3-13)

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1<sup>st</sup> Revised Sheet No. 3-13 Cancels Original Sheet No. 3-13

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

### TERMS AND CONDITIONS OF SERVICE

The Company will, upon request of the customer, test any meter suspected of improper registration. For each subsequent test conducted within thirty-six months of the last previous test, if the meter is found to be registering correctly, the customer shall pay to the Company a \$59 fee for a single phase meter test and a \$73 fee for a three phase meter test. The customer shall be told the amount of such charge when the customer requests the meter test within such 36-month period. Such test, witnessed by the customer if so desired, will be conducted using a properly calibrated meter standard. Any meter found registering correctly will be resealed and the date and results of the test entered on the Company's records.

The Company will replace at its expense any meter registering incorrectly and make billing corrections in accordance with the following Section.

## 16. BILLING CORRECTIONS

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

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

# 17. RESIDENTIAL SERVICE

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

(Continued on Sheet No. 3-14)

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1<sup>st</sup> Revised Sheet No. 3-14 Cancels Original Sheet No. 3-14

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

### TERMS AND CONDITIONS OF SERVICE

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

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

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

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

#### 18. DENIAL OR DISCONTINUANCE OF SERVICE

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

(Continued on Sheet No. 3-15)

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1<sup>st</sup> Revised Sheet No. 3-15 Cancels Original Sheet No. 3-15

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

### TERMS AND CONDITIONS OF SERVICE

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

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

## Reconnection Service Charges:

	Regular	Overtime
Single Phase	\$36.00	\$ 92.00
All Other	\$90.00	\$145.00

# 19. INTERVAL METERING INSTALLATIONS

A customer may request an interval meter. The cost of any interval metering facilities installed by the Company 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 requested 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.

(Continued on Sheet No. 3-16)

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1<sup>st</sup> Revised Sheet No. 3-16 Cancels Original Sheet No. 3-16

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

# TERMS AND CONDITIONS OF SERVICE

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

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

## 20. PRE-ENROLLMENT CUSTOMER INFORMATION LIST

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

# 21. EXTENSION OF LOCAL FACILITIES

The Company shall construct suitable electric transmission and distribution facilities under this line extension policy to serve customer premises when the customer can not be served from existing electrical facilities.

Customers requesting new or expanded electric service shall submit detailed and complete information which may include but not be limited to switch size, requested delivery voltage, total estimated load, listing of connected loads, operating characteristics, site survey plans (showing other utilities or underground infrastructure) and first floor elevations before the Company can develop a plan of service and prepare a construction cost estimate.

The Company will determine the modifications to the Company's transmission and/or distribution facilities required to provide for a basic service plan to serve the customer's load. The Company will design, construct, own, operate and maintain the line extension and all other equipment installed to serve the customer's load up to the point of service for each customer.

(Continued on Sheet No. 3-17)

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1<sup>st</sup> Revised Sheet No. 3-17 Cancels Original Sheet No. 3-17

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

## TERMS AND CONDITIONS OF SERVICE

Upon receipt of the necessary information from the customer, the Company will comply with Chapter 4901:1-9-07 of the Ohio Administrative Code and exercise its best efforts to expedite the entire process for developing a service plan and preparing a cost estimate.

The Company shall have no obligation to extend, expand or rearrange its facilities if it determines that the existing facilities are adequate to serve the customer's electrical load.

# Definitions Used in This Section

- "Basic service plan" means the least cost line extension design using sound engineering practices which meet and/or exceed the National Electrical Safety Code and the Company's construction standards.
- 2. "Contribution in aid of construction or CIAC" means any amount of money or property contributed to the Company to the extent that the purpose of the contribution is to provide for line extensions for new or expanded customer loads.
- 3. "Cost estimate" means the detailed projected expenditure, including material costs and overhead, equipment costs and overhead, labor costs and overhead, and all taxes associated with each major material and service component, required for a line extension. It shall also separately identify any incremental costs associated with providing premium services. The Company may, for the purpose of standardization, establish standard construction cost estimates, for basic or premium service plans, which shall not exceed, in any event, the average cost of constructing such line extensions in the area involved, in which case the term "cost estimate" as used in this section will be understood to mean the standard estimate thus established.
- 4. "Line extension" means the provision of facilities (including, but not limited to, poles, fixtures, wires, and appurtenances) necessary for delivering electrical energy from the point of origin to one or more of the customer's points of delivery. Facilities provided by the Company to maintain, protect, upgrade, or improve its overall distribution system (even if necessary due to a customer's load addition) are not considered part of a line extension.
- 5. "Multifamily installation" means any line extension to a new residential dwelling that will have two or more dwelling units, where each unit has a separate account for electric service.
- 6. "Permanent" means a) a structure that has a permanently installed pressurized domestic water system and septic/sewer system which complies with local codes/regulations and is approved for use by the respective sanitation jurisdictional authority, or b) a structure that is approved for installation on a foundational support that is either a mortared masonry pier/column configuration, a poured concrete slab, or a poured concrete footer and mortared masonry walls on the perimeter of the structure.
- 7. "Point of origin" means the point where a line extension under this rule connects with and receives energy from any existing transmission or distribution equipment. The point of origin shall be the nearest practical point to the customers to be served by the line extension at which the appropriate voltage level is available.

(Continued on Sheet No. 3-18)

Filed pursuant to Order dated December 2, 2009 in Case No. 09-1003-EL-ATA

1<sup>st</sup> Revised Sheet No. 3-18 Cancels Original Sheet No. 3-18

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

#### TERMS AND CONDITIONS OF SERVICE

8. "Premium service" includes, but is not limited to, customer-requested oversizing of facilities, underground construction, three-phase residential service, and any customer request that is in excess of standard construction and requirements necessary to provide electric service to the customer.

#### Line Extensions

- 1. For line extensions to residential single family homes, both individual homes and homes in a development, unless noted otherwise, the following shall apply:
  - a. The Company shall be responsible for all costs, excluding the incremental costs of premium services (the sum of the Company's cost to provide the premium installation minus the Company's cost of a standard, single-phase installation), up to five thousand dollars.
  - b. The customer shall be responsible for the incremental costs of premium services prior to the start of construction.
  - c. The customer shall make arrangements with the Company for the payment of the non-premium line extension costs that exceed five thousand dollars. The Company shall afford the nondeveloper, individual homeowner the option of paying those costs, plus carrying costs, on a prorated monthly basis for up to fifty months.
- 2. For line extensions to residential, non-master-metered, multifamily installations (two or more units) the following shall apply:
  - a. The Company shall be responsible for all costs, excluding the incremental costs of premium services (the sum of the Company's cost to provide the premium installation minus the Company's cost of a standard, single-phase installation), up to twenty-five hundred dollars per unit.
  - b. The customer shall be responsible for the incremental costs of premium services prior to the start of construction.
  - c. The customer shall make arrangements with the Company for the payment of the non-premium line extension costs that exceed twenty-five hundred dollars per unit.
- 3. For line extensions to nonresidential customers the following shall apply:
  - a. The Company shall be responsible for sixty per cent of the total cost of the line extension, excluding the incremental costs of premium services (the sum of the Company's cost to provide the premium installation minus the Company's cost to install, in accordance with good utility practice, a standard line extension to the project).
  - b. The customer shall be responsible for forty per cent of the total cost of the line extension plus the incremental costs of premium services prior to the start of construction.

(Continued on Sheet No. 3-19)

Filed pursuant to Order dated December 2, 2009 in Case No. 09-1003-EL-ATA

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

## TERMS AND CONDITIONS OF SERVICE

- c. If a substation is required as part of the line extension project to a customer, the customer shall be given the option of building (pursuant to all applicable electrical standards), owning, and maintaining such substation.
- 4. The payment for premium services and for the cost of residential construction in excess of the limits of five thousand dollars for single-family residences and twenty-five hundred dollars per unit for multifamily residences shall be considered as contribution in aid of construction (CIAC) and shall be grossed-up by the effect of applicable taxes.
- 5. Costs attributed to land clearance activity, trenching, and backfilling required for the installation of line extension facilities on the customer's property are the responsibility of the customer.
- 6. All line extensions shall be the property of and shall be operated and maintained by the Company.
- 7. The Company shall have the right to use any line extension in furnishing service to any applicant located adjacent to such line extension and the further right to construct other extensions from the distribution facilities so constructed.
- 8. Any customer who paid to the Company a CIAC, other than for premium services, may be entitled to a refund of a portion of the CIAC paid in accordance with the following:
  - a. If any new customer, within fifty months of the completion of a line extension project for which an existing customer has paid to the Company a CIAC, utilizes all or part of the facilities for which the CIAC has been paid, the existing customer who paid the CIAC may be entitled to a refund which represents a pro rata portion of the original CIAC calculated to equitably share the CIAC responsibility for those facilities used in service by both the new and original customer.
  - b. If any new additional customer, within fifty months of the completion of the line extension project for which existing customers have paid to the Company a CIAC, utilizes all or part of the facilities for which a CIAC has been paid, any existing customers who paid the CIAC may also be entitled to a refund.
  - c. Any refunds made under a. or b., above shall be after payment has been received from the new customer.

Filed pursuant to Order dated December 2, 2009 in Case No. 09-1003-EL-ATA

1<sup>st</sup> Revised Sheet No. 21-1 Cancels Original Sheet No. 21-1

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

# SCHEDULE GS-2 (General Service - Low Load Factor)

# Availability of Service

Available for general service to customers with maximum demands greater than or equal to 10 KW but less than 8,000 KW (excluding the demand served by the Energy Storage Provision).

Schedule				
Codes		Generation	Distribution	Total
215, 218,	Secondary Voltage:			
231	Demand Charge (\$ per KW)		2.75	2.75
	Excess KVA Demand Charge			
	(\$ per KVA)		3.82	3.82
	Off-Peak Excess Demand Charge			
	(\$ per KW)	2.93		2.93
	Energy Charge (¢ per KWH)	3.07759	0.03512	3.11271
	Customer Charge (\$)		22.91	22.91
	Maximum Energy Charge			
	(¢ per KWH)	7.35437	5.53420	12.88857
217, 219,	Primary Voltage:			
232	Demand Charge (\$ per KW)		1.98	1.98
	Excess KVA Demand Charge			
	(\$ per KVA)		3.82	3.82
	Off-Peak Excess Demand Charge			
	(\$ per KW)	2.12		2.12
	Energy Charge (¢ per KWH)	3.03627	0.03512	3.07139
	Customer Charge (\$)		95.47	95.47
	Maximum Energy Charge			
	(¢ per KWH)	9.65934	3.98758	13.64692
236, 237	Subtransmission Voltage:			
	Demand Charge (\$ per KW)		1.60	1.60
	Excess KVA Demand Charge			
	(\$ per KVA)		3.82	3.82
	Off-Peak Excess Demand Charge			
	(\$ per KW)	1.65		1.65
	Energy Charge (¢ per KWH)	3.00940	0.03512	3.04452
	Customer Charge (\$)		272.09	272.09
	Maximum Energy Charge			
	(¢ per KWH)	10.86838	3.24291	14.11129

(Continued on Sheet No. 21-2)

Filed pursuant to Order dated January 7, 2010 in Case No. 09-1906-EL-ATA

Issued: January 8, 2010 Effective: January 8, 2010

1<sup>st</sup> Revised Sheet No. 21-2 Cancels Original Sheet No. 21-2

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

# SCHEDULE GS-2 (General Service - Low Load Factor)

## Monthly Rate (Cont'd)

Schedule				
Codes		Generation	Distribution	Total
238, 239	Transmission Voltage:			
	Demand Charge (\$ per KW)		1.12	1.12
	Excess KVA Demand Charge			
	(\$ per KVA)		3.82	3.82
	Off-Peak Excess Demand Charge			
	(\$ per KW)	.86		.86
	Energy Charge (¢ per KWH)	2.96764	0.03512	3.00276
	Customer Charge (\$)		534.63	534.63
	Maximum Energy Charge			
	(¢ per KWH)	12.32565	2.26912	14.59477

## Minimum and Maximum Charge

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

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

#### Monthly Billing Demand

Energy supplied hereunder will be delivered through not more than 1 single-phase or 1 polyphase meter. Billing demand in KW shall be taken each month as the single highest 30-minute integrated peak in KW as registered during the month by a 30-minute integrating demand meter or indicator, or at the Company's option, as the highest registration of a thermal-type demand meter. For accounts over 100 KW, monthly billing demand established hereunder shall not be less than 60% of the greater of (a) the customer's contract capacity in excess of 100 KW, or (b) the customer's highest previously established monthly billing demand during the past 11 months in excess of 100 KW. In no event shall the monthly billing demand be less than 5 KW for any account.

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

(Continued on Sheet No. 21-3)

Filed pursuant to Order dated January 7, 2010 in Case No. 09-1906-EL-ATA

Issued: January 8, 2010 Effective: January 8, 2010

**OHIO POWER COMPANY** 

Original Sheet No. 21-3

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

# SCHEDULE GS-2 (General Service - Low Load Factor)

# Monthly Billing Demand (Cont'd)

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

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

## Excess KVA Demand

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

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

# Optional Time-of-Day Provision

Available to customers who operate primarily during the off-peak period (as set forth below) and request the installation of time-of-day metering in order to receive service under this provision. The customer shall be required to pay the necessary additional metering cost.

For the purpose of this provision, the monthly billing demand as defined above shall be determined during the on-peak period. The off-peak excess demand shall be the amount by which the demand created during the off-peak period exceeds the monthly billing demand.

For the purpose of this provision, the on-peak billing period is defined as 7 a.m. to 9 p.m. local time for all weekdays, Monday through Friday. The off-peak billing period is defined as 9 p.m. to 7 a.m. for all weekdays, all hours of the day on Saturdays and Sundays, and the legal holidays of New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

# Metered Voltage Adjustment

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

(Continued on Sheet No. 21-4)

Filed pursuant to Orders dated March 18 and March 30, 2009 in Case No. 08-918-EL-SSO

Issued: March 30, 2009 Effective: Cycle 1 April 2009

1<sup>st</sup> Revised Sheet No. 21-4 Cancels Original Sheet No. 21-4

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

## SCHEDULE GS-2 (General Service - Low Load Factor)

#### Metered Voltage Adjustment(Cont'd)

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

#### **Delayed Payment Charge**

Bills are due and payable in full by mail, checkless payment plan, electronic payment plan or at an authorized payment agent of the Company within 21 days after the mailing of the bill. On accounts not so paid, an additional charge of 2% of the unpaid balance will be made.

#### Applicable Riders

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

Rider	Sheet No.
Universal Service Fund Rider	60-1
Advanced Energy Fund Rider	61-1
KWH Tax Rider	62-1
Provider of Last Resort Charge Rider	69-1
Transmission Cost Recovery Rider	75-1
Fuel Adjustment Clause Rider	80-1
Energy Efficiency and Peak Demand Reduction	
Cost Recovery Rider	81-1
Economic Development Cost Recovery Rider	82-1
Enhanced Service Reliability Rider	83-1
Environmental Investment Carrying Cost Rider	85-1

#### Term of Contract

For customers with annual average demands greater than 500 KW, contracts will be required for an initial period of not less than 1 year and shall remain in effect thereafter until either party shall give at least 6 months' written notice to the other of the intention to discontinue service under the terms of this schedule. For customers with demands less than 500 KW, a written agreement may, at the Company's option, be required.

A new initial contract period will not be required for existing customers who increase their contract requirements after the original initial period unless new or additional local facilities are required. The Company may, at its option, require a longer initial term of contract.

(Continued on Sheet No. 21-5)

Filed pursuant to Order dated August 25, 2010 in Case No. 10-155-EL-RDR

Issued: August 27, 2010 Effective: Cycle 1 September 2010

1<sup>st</sup> Revised Sheet No. 21-5 Cancels Original Sheet No. 21-5

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

## SCHEDULE GS-2 (General Service - Low Load Factor)

### Term of Contract (Cont'd)

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

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

#### Special Terms and Conditions

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

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

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

#### **Energy Storage Provision**

Available to customers who use energy storage devices with time-differentiated load characteristics approved by the Company, such as electric thermal storage space heating and/or cooling systems and water heaters which consume electrical energy only during off-peak hours specified by the Company and store energy for use during on-peak hours. Customers eligible to be served under this provision shall have the load management devices separately metered by a time-of-day meter.

#### Monthly Rate (Schedule Code 223)

	Generation	Distribution	Total
Energy Storage Additional Customer Charge (\$)	-	2.96	2.96
Energy Storage Energy Charge (¢ per KWH):			
For all KWH used during the on-peak			
billing period	3.52183	2.27282	5.79465
For all KWH used during the off-peak			
billing period	1.21314	0.03512	1.24826

(Continued on Sheet No. 21-6)

Filed pursuant to Order dated January 7, 2010 in Case No. 09-1906-EL-ATA

Issued: January 8, 2010 Effective: January 8, 2010

1<sup>st</sup> Revised Sheet No. 21-6 Cancels Original Sheet No. 21-6

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

## SCHEDULE GS-2 (General Service - Low Load Factor)

## Energy Storage Provision (Cont'd)

For the purpose of this provision, the on-peak billing period is defined as 7 a.m. to 9 p.m. local time for all weekdays, Monday through Friday. The off-peak billing period is defined as 9 p.m. to 7 a.m. for all weekdays, all hours of the day on Saturdays and Sundays, and the legal holidays of New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The Company reserves the right to inspect at all reasonable times the customer's energy storage devices which qualify for service under this provision, and to ascertain by any reasonable means that the time-differentiated load characteristics of such devices meet the Company's specifications. If the Company finds that, in its sole judgment, the availability conditions of this provision are being violated, it may discontinue billing the customer under this provision and commence billing under the appropriate general service schedule.

#### Recreation Lighting Service

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

Monthly Rate (Schedule Code 214)

	Generation	Distribution	Total
Recreational Lighting Customer Charge (\$)		17.23	17.23
Recreational Lighting Energy Charge			
(¢ per KWH)	2.94402	1.25784	4.20186

Filed pursuant to Order dated January 7, 2010 in Case No. 09-1906-EL-ATA

## The following was derived from AEP Ohio business records.

Account: Eagle Hardwoods Inc

Service Addr: Mail Addr:

103 North St, Stone Creek, OH 43840-9001 PO BOX 96, STONE CREEK, OH 43840-0096

103 North St, Sto	ne Creek, OH 4	3840-9001	PO BOX 96, STONE CREEK , OH 43840-0096						
Meter Read Dt	Bill Amount	Tariff	Metered	Billed kWh	Metered kW	Billed kW			
Wieter Read Bt	Biii / iiii Gaire	Code	kWh	Billed RVVII	Wieterea KW	Billed RVV			
9/19/2014	\$169.72	840	3,600	3,528	7.2	7.1			
8/18/2014	\$202.90	840	4,800	4,704	8.4	8.2			
7/21/2014	\$179.19	840	3,600	3,528	9.6	9.4			
6/19/2014	\$149.50	840	2,400	2,352	9	8.8			
5/22/2014	\$177.67	840	3,600	3,528	9.6	9.4			
4/23/2014	\$189.60	840	4,800	4,704	7.2	7.1			
3/21/2014	\$152.51	840	3,600	3,528	7.2	7.1			
2/21/2014	\$144.16	840	3,600	3,528	6	5.9			
1/23/2014	\$197.09	840	4,800	4,704	10.8	10.6			
12/19/2013	\$169.37	840	4,800	4,704	7.2	7.1			
11/18/2013	\$196.94	840	3,600	3,528	16.8	16.5			
10/18/2013	\$334.52	840	7,200	7,056	28.8	28.2			
9/19/2013	\$164.06	840	3,600	3,528	10.8	10.6			
8/20/2013	\$135.55	840	2,400	2,352	10	9.8			
7/24/2013	\$163.81	840	3,600	3,528	10.8	10.6			
6/20/2013	\$137.11	840	3,600	3,528	6	5.9			
5/21/2013	\$137.11	840	3,600	3,528	6	5.9			
4/23/2013	\$160.89	840	4,800	4,704	6	5.9			
3/21/2013	\$127.69	840	2,400	2,352	8.4	8.2			
2/20/2013	\$157.41	840	3,600	3,528	9.6	9.4			
1/22/2013	\$161.21	840	4,800	4,704	6	5.9			
12/19/2012	\$139.43	878	3,600	3,528	8.4	8.2			
11/16/2012	\$172.78	878	4,800	4,704	10.8	10.6			
10/18/2012	\$354.40	215	2,400	2,352	15.6	15.3			
9/19/2012	\$421.30	215	3,600	3,528	10.8	10.6			
8/20/2012	\$402.88	215	3,600	3,528	13.2	12.9			
7/23/2012	\$386.73	215	3,600	3,528	10.8	10.6			
6/21/2012	\$456.82	215	4,800	4,704	7.2	7.1			
5/21/2012	\$347.92	215	3,600	3,528	4.8	5			
4/20/2012	\$253.80	215	2,400	2,352	4.8	5			
3/22/2012	\$347.31	215	3,600	3,528	6	5.9			
2/21/2012	\$400.77	215	3,600	3,528	8.4	8.2			
1/23/2012	\$428.53	215	4,800	4,704	6	5.9			
12/20/2011	\$377.91	215	3,600	3,528	10.8	10.6			
11/17/2011	\$354.58	215	3,600	3,528	6	5.9			
10/19/2011	\$372.61	215	3,600	3,528	15.6	15.3			
9/20/2011	\$1,433.82	215	7,200	7,056	81.6	120.7			
8/19/2011	\$873.46	215	3,600	3,528	9.6	120.7			
7/21/2011	\$1,321.77	215	6,000	5,880	84	127.7			

	14.4 127.7
F/20/2011 \$000 16 21F 6 000 F 000	
5/20/2011 \$988.16 215 6,000 5,880	13.2 127.7
4/21/2011 \$1,174.50 215 8,400 8,232	26.4 127.7
3/23/2011 \$1,565.60 215 9,600 9,408	82.8 133.3
2/21/2011 \$1,196.76 215 8,400 8,232	18 133.3
1/24/2011 \$1,660.87 215 10,800 10,584	93.6 133.3
12/20/2010 \$966.38 215 6,000 5,880	37.2 133.3
11/18/2010 \$3,772.04 215 32,400 31,752 3	07.2 301.1
10/19/2010 \$2,932.78 215 21,600 21,168 2	85.6 279.9
9/20/2010 \$4,589.92 215 44,400 43,512 2	98.8 292.8
8/19/2010 \$4,033.69 215 37,200 36,456 3	19.2 312.8
7/21/2010 \$4,591.33 215 37,200 36,456 3	19.2 312.8
6/21/2010 \$5,153.43 215 40,800 39,984 3	16.8 310.5
5/20/2010 \$5,498.69 215 49,200 48,216	318 311.6
4/21/2010 \$5,029.97 215 42,000 41,160 3	28.8 322.2
3/22/2010 \$5,130.37 215 44,400 43,512 3	28.8 322.2
2/19/2010 \$1,769.62 215 14,400 14,112 1	11.6 132.6
1/21/2010 \$4,855.02 215 40,800 39,984 3	27.6 321
12/18/2009 \$3,125.25 215 16,800 16,464 3	21.6 315.2
11/17/2009 \$1,547.70 215 8,400 8,232 1	05.6 132.6
10/20/2009 \$1,009.43 215 7,200 7,056	16.8 132.6
9/18/2009 \$1,083.10 215 8,400 8,232	32.4 132.6
8/19/2009 \$1,066.91 215 7,200 7,056	43.2 132.6
7/21/2009 \$2,351.24 215 12,000 11,760 2	84.4 278.7
6/22/2009 \$4,849.82 215 34,800 34,104 3	27.6 321
5/20/2009 \$5,907.48 215 51,600 50,568 3	27.6 321
4/21/2009 \$5,460.78 215 45,600 44,688 3	27.6 321
3/20/2009 \$4,686.33 215 44,400 43,512	312 305.8
2/20/2009 \$4,315.72 215 38,400 37,632	324 317.5
1/21/2009 \$3,934.52 215 32,400 31,752 3	08.4 302.2
12/18/2008 \$3,713.94 215 30,000 29,400 3	03.6 297.5
11/19/2008 \$5,256.91 215 55,200 54,096 3	16.8 310.5

# **Ohio Power Company GS2 Secondary Bundled Service**

**Customer Name:** Eagle Hardwoods, Inc.

Account #: Billing Month: January 2009

Billing Parameters

Adjusted 302.2 KW Metered On-Peak Demand: 308.4 Average Power Factor: 54.1% Off-Peak Demand: 0.0 0.0 kW Load Factor: 12.9% kWh Usage: 32,400 31,752 kWh

Metered Voltage Adjustment:

Reactive Hours: 50,400 kVARh

558.7 kVA (Highest Metered Demand/Average Power Factor) 347.6 kVA (Highest Metered Demand x 1.15) Peak KVA:

Allowable KVA:

Bill Calculation			Rates				Billing						
			Generation	Transmission	Distrib	ition	Total	Generation	Transmission		Distribution	Total	Effective Da
Customer Charge			\$ -	\$ -	\$ 24	.00 \$	24.00			\$	24.00 \$	24.00	Jan-06
Energy Charge	31,752 kWh	х	\$ 0.0477939	\$ -	\$	- \$	0.0477939 /kWh	\$ 1,517.55 \$	-	\$	- \$	1,517.55	Jan-08
Demand Charge	302.2 kW	х	\$ -	\$ -	\$ 2	.88 \$	2.88 /kW	\$ - \$	-	\$	870.34 \$	870.34	Jan-06
Off-peak Excess Demand Charge	0.0 kW	х	\$ 2.62	\$ -	\$	- \$	2.62 /kW	\$ - \$	-	\$	- \$	-	Jan-08
Excess kVA Demand Charge:	211.1 kVA	х	\$ -	\$ -	\$ 4	.00 \$	4.00 /kVA	\$ - \$	-	\$	844.40 \$	844.40	Jan-06
Base Charges		_						\$ 1,517.55 \$	-	\$	1,738.74 \$	3,256.29	
Riders													_
Gross Receipts Tax Credit		[	-4.52992%		-4.529	92%	-4.52992%	\$ (68.74)		\$	(78.76) \$	(147.50)	2004
Universal Service Fund (first 833,000 kWh)	32,400 kWh	х	\$ -	\$ -	\$ 0.0010	301 \$	0.0010601 /kWh	\$ - \$	=	\$	34.35 \$	34.35	Jan-09
Universal Service Fund (in excess of 833,000 kWh)	0 kWh	х	\$ -	\$ -	\$ 0.0001	81 \$	0.0001681 /kWh	\$ - \$	-	\$	- \$	-	
Energy Efficiency Fund	1 Bill		\$ -	\$ -	\$ 0.0895		0.0895000	\$ - \$	-	\$	0.09 \$	0.09	Jan-06
kWh Tax (first 2000 kWh)	2,000 kWh	Х	\$ -	\$ -	\$ 0.0046	500 \$	0.0046500 /kWh	\$ - \$	-	\$	9.30 \$	9.30	2001
kWh Tax (next 13,000 kWh)	13,000 kWh	Х	\$ -	\$ -	\$ 0.0041	_	0.0041900 /kWh	\$ - \$	-	\$	54.47 \$	54.47	
kWh Tax (in excess of 15,000 kWh)	17,400 kWh	Х	T	\$ -	\$ 0.0036		0.0036300 /kWh	\$ - \$	-	\$	63.16 \$	63.16	
Municipal Income Tax	32,400 kWh	Х	\$ 0.0000216		\$ 0.0000		0.0000422 /kWh	\$ 0.70 \$	-	\$	0.67 \$	1.37	2002
Franchise Tax	32,400 kWh		\$ 0.0003467	\$ -	\$ 0.0003	306 \$	0.0006773 /kWh	\$ 11.23 \$	-	\$	10.71 \$	21.94	2002
Regulatory Asset Charge	32,400 kWh	Х	\$ -	\$ -	\$ -	\$	- /kWh	\$ - \$	-	\$	- \$		Jan-08
Property Tax Credit	32,400 kWh	Х	\$ (0.0011773)	\$ -	\$ -	\$	(0.0011773) /kWh	\$ (38.14) \$	-	\$	- \$	(38.14)	2001
Provider of Last Resort Charge	32,400 kWh	Х	\$ -	\$ -	\$ 0.0018	759 \$	0.0018759 /kWh	\$ - \$	-	\$	60.78 \$	60.78	Jan-06
Transmission Cost Recovery	302.2 kW	-	1	\$ 1.59	\$ -	\$	1.59 /kW	\$ - \$	480.50		- \$	480.50	Jan-09
Transmission Cost Recovery	32,400 kWh	Х	\$ -	\$ 0.0040123	\$ -	\$	0.0040123 /kWh	\$ - \$	130.00	\$	- \$	130.00	Jan-09
IGCC Cost Recovery Charge	32,400 kWh	Х	\$ -			\$	- /kWh	\$ - \$	-	\$	- \$		Jul-07
Major Storm Cost Recovery	Base				0.00000%		0.00000%			\$	- \$		Oct-07
Generation Cost Recovery	Base		0.52105%				0.52105%	\$ 7.91			\$	7.91	Feb-08
Riders Total								\$ (87.04) \$	610.50	\$	154.77 \$	678.23	
Base + Rider Total								\$ 1,430.51 \$	610.50	\$	1,893.51 \$	3,934.52	-
Minimum Charge:		_									\$	1,679.55	
Maximum Charge:			\$ 0.0859208	\$ -	\$ 0.0576	000   \$	0.1435208 /kWh				\$	5,294.67	Jan-08

**Total AEP Ohio Billing Charge:** 3,934.52

377.91

## **Ohio Power Company** GS-2 Secondary Bundled Service Breakdown of Charges Based on Entered Information

**Customer Name:** Eagle Hardwoods, Inc.

Account #: Billing Month:

December 2011

Billing	Parame	ters

Total AEP Ohio Billing Charge:

Metered Adjusted On-Peak Demand: Off-Peak Demand: 10.8 10.6 KW Average Power Factor: Load Factor: 100.0% 0.0 0.0 kW 45.7% kWh Usage: 3,600 3,528 kWh

Metered Voltage Adjustment: 0.98 Reactive Hours: 0 kVARh

Peak KVA: 10.8 kVA (Highest Metered Demand/Average Power Factor)

Bill Calculation				Rate	S				Bi	illing			
		-	Generation	Transmission	Distribution	Tot	al	Generation	Transmission	n	Distribution	Tota	Effective Da
Customer Charge				\$	22.91	\$ 22.9	1			\$	22.91	\$ 22.91	Apr-09
Energy Charge	3,528 kWh	х	\$ 0.0307759	\$	0.0003512	\$ 0.031127	1 /kWh	\$ 108.58		\$	1.24	\$ 109.82	Jan-10
Demand Charge	10.6 kW	х		\$	2.75		5 /kW			\$	29.15	\$ 29.15	Apr-09
Off-peak Excess Demand Charge	0.0 kW	Х	\$ 2.93			\$ 2.93		\$ -			9	\$ -	Jan-10
Excess kVA Demand Charge:	0 kVA	Х		\$	3.82	\$ 3.82	2 /kVA			\$	- 9		Apr-09
Base Charges								\$ 108.58		\$	53.30	\$ 161.88	
Riders													
Jniversal Service Fund (first 833,000 kWh)	3,600 kWh	x		\$	0.0025750	\$ 0.0025750	0 /kWh			\$	9.27	\$ 9.27	Dec-10
Iniversal Service Fund (in excess of 833,000 kWh)	0 kWh	х		\$	0.0001681	\$ 0.000168	1 /kWh			\$	- 5	\$ -	Dec-10
Wh Tax (first 2000 kWh)	2,000 kWh	х		\$	0.00465	\$ 0.0046	5 /kWh			\$	9.30		May-01
Wh Tax (next 13,000 kWh)	1,600 kWh	x		\$	0.00419	\$ 0.00419	9 /kWh			\$	6.70	\$ 6.70	May-01
Wh Tax (in excess of 15,000 kWh)	0 kWh	Х		\$	0.00363					\$	- 9		May-01
Fransmission Cost Recovery	11 kW	x		\$ 1.65			5 /kW		\$ 17.49		9		Jun-11
Fransmission Cost Recovery	3,600 kWh	Х		\$ 0.0026532		\$ 0.0026532			\$ 9.55	5	9	7	Jun-11
Fuel Adjustment Clause	3,600 kWh	х	\$ 0.0378334			\$ 0.0378334	4 /kWh	\$ 136.20			9	\$ 136.20	
Environmental Recovery	Base		6.55762%					\$ 7.12			5	\$ 7.12	Jun-11
Energy Efficiency and Peak Demand Reduction Cost Recovery	3,600 kWh	Х		\$	0.0026073					\$	9.39		Jun-10
Economic Development Cost Recovery	Base				13.94508%	13.945089				\$	7.43		Oct-11
Enhanced Service Reliability	Base	L			6.72393%	6.72393	%			\$	3.58		Jun-11
Riders Total								\$ 143.32	\$ 27.04	\$	45.67	\$ 216.03	
Base + Rider Total								\$ 251.90	\$ 27.04	\$	98.97	\$ 377.91	
Minimum Charge:											9	\$ 267.84	

169.72

### **Ohio Power Company Ohio Power Rate Zone GS-2 Secondary Open Access Distribution**

Eagle Hardwoods, Inc. **Customer Name:** 

Account #:

Total Ohio Power Billing Charge:

Billing Month/Year: 9 September	2014									
Billing Parameters										
O. B. J. B	Metered Adjusted	1011	A	100.00/						
On-Peak Demand:	7.2 7.1		Average Power Factor:	100.0%						
Off-Peak Demand:	0.0 0.0 3.600 3.528		Load Factor:	68.5%						
kWh Usage (Delivered):		kWh								
kWh Usage (Received):		KVVII								
Metered Voltage Adjustment: Reactive Hours:	0.98 0 kVARh									
Reactive Hours: Peak KVA:		Mataural Damard	A D Ft\							
Allowable KVA:			Average Power Factor)							
Allowable KVA:	100.0 kVA (Highes	t Metered Demand	( 1.15)							
Bill Calculation			Rates				Billin			
		Generatio	n Transmission Distr	ibution Total		Generation	Transmission	Distribution	Total	Effective Date:
Customer Charge			\$	22.79 \$ 22.79	l			\$ 22.79 \$	22.79	Jan-12
Demand Charge	7.1 kW	х	\$	4.16 \$ 4.16				29.54 \$	29.54	Jan-12
Excess kVA Demand Charge:	0.0 kVA	х	\$	3.82 \$ 3.82	/kVA			- \$		Jan-12
Base Charges								\$ 52.33 \$	52.33	
Riders										
Universal Service Fund (first 833,000 kWh)	3,600 kWh	х		.0072152 \$ 0.0072152				\$ 25.97 \$	25.97	Dec-13
Universal Service Fund (in excess of 833,000 kWh)	0 kWh	х	\$ 0	.0001681 \$ 0.0001681	/kWh				-	Dec-13
Deferred Asset Phase-In Rider	\$52.33 Base (Dist)	х		7.6000% 7.6000%				\$ 3.98 \$	3.98	Aug-14
kWh Tax (first 2000 kWh)	2,000 kWh	х	\$	0.00465 \$ 0.00465	/kWh			9.30 \$	9.30	May-01
kWh Tax (next 13,000 kWh)	1,600 kWh	х	\$	0.00419 \$ 0.00419	/kWh			6.70 \$	6.70	May-01
kWh Tax (in excess of 15,000 kWh)	0 kWh	х	\$	0.00363 \$ 0.00363	/kWh			- \$	-	May-01
Transmission Under Recovery Rider	7.1 kW	х	\$	0.03 \$ 0.03				\$ 0.21 \$	0.21	Oct-12
Transmission Under Recovery Rider	3,600 kWh	х	\$ 0	.0000858 \$ 0.0000858	/kWh			\$ 0.31 \$	0.31	Oct-12
Energy Efficiency and Peak Demand Reduction Cost Recovery	3,600 kWh	х	\$ 0	.0033390 \$ 0.0033390	/kWh			\$ 12.02 \$	12.02	Jul-14
Economic Development Cost Recovery	\$52.33 Base (Dist)	х	1	0.89905% 10.89905%				5.70 \$	5.70	Mar-14
Enhanced Service Reliability	\$52.33 Base (Dist)	х		6.55776% 6.55776%				\$ 3.43 \$	3.43	Feb-14
gridSMART Rider	Month		\$	2.10 \$ 2.10				\$ 2.10 \$	2.10	Apr-14
Retail Stability Rider	3,600 kWh	х		\$ 0.0033897	/kWh			\$	12.20	May-14
Distribution Investment Rider	\$52.33 Base (Dist)	х	1	9.97891% 19.97891%				\$ 10.45 \$	10.45	Aug-14
Storm Damage Recovery Rider	Month		\$	9.82 \$ 9.82				9.82 \$	9.82	Jul-14
Phase-In Recovery Rider	3,600 kWh	х		\$ 0.0042220	/kWh			\$	15.20	Oct-12
Riders Total			•					\$ 89.99 \$	117.39	_
Base + Rider Total								\$ 142.32 \$	169.72	
Minimum Charge:								\$	157.28	

## December 2010 Minimum Billing Demand Calculation

Count	Meter Read Date	Metered kW	Billed kW
1	12/20/2010	37.2	133.3
		-	
2	11/18/2010	307.2	301.1
3	10/19/2010	285.6	279.9
4	9/20/2010	298.8	292.8
5	8/19/2010	319.2	312.8
6	7/21/2010	319.2	312.8
7	6/21/2010	316.8	310.5
8	5/20/2010	318	311.6
9	4/21/2010	328.8	322.2
10	3/22/2010	328.8	322.2
11	2/19/2010	111.6	132.6
12	1/21/2010	327.6	321
13	12/18/2009	321.6	315.2

Average of previous year's metered kW: 274.9 kW

Average is greater than 100 kW, so minimum billing demand is calculated as 60% of the highest billed demand, during the previous 11 months, in excess of 100 kW.

Highest billed kW in previous 11 months:	322.2 kW
Billed demand in excess of 100 kW:	222.2 kW
60% of excess billed demand:	133.3 kW

NOTE MCSNO1 07 09230 Y EAGLE HARDWOODS INC 103 NORTH ST

NOTE SELECT

02/09/17 08:41:30

09/26/14 11/17/06 STONE CREE 221 840 GS2 SEC-O LC&15 02R

FINAL

1 OF

1

LINE

LINE NO

12-CANCEL

NEXT

ACTION M

DATA

NO	DATE PF	RTY USER	CONV NU	M DESCRIPTION
1	02/02/17 1	HELDREM	NOTE 30	5
2	01/19/15 1	PRUETTC	NOTE 29	9 REQ NEW DEPOSIT ORDER 07
3	09/25/14 1	SIGMANA	NOTE 30	5 CLOSE REQ BY JENNY KING [OFC MANAGER]
4	01/22/13 1	MACRO8	NOTE 30	5 CHANGE TARIFF DUE TO EXPIRED TARIFF
5	09/25/12 1	BROWNMM	NOTE 30	5 FAXED USAGE HISTORY TO 330-339-9834
6	08/19/08 1	MCSB2615	NOTE 24	0 1ST - DEFERRED DEPOSIT STMT MSG
7	11/14/06 1	CLARKCT	NOTE 30	5 OPEN REQ BY BRENDA GIBSON, EXECT OFF MGR,
8	08/23/05 1	MANSFIS	NOTE 20	5 THIS IS SHUT DOWNUP FOR AUCTIONREASON FO
9	07/22/05 1	ADAMSS	NOTE 20	5 072105 NR05 WEEDS & HIGH BRUSH & BROKEN F10

ADD NOTE NUMBER \_\_\_\_

This document is a true and accurate copy of AEP Ohio company records captured by David E. Heck. The only changes or additions to this record are this text, the "Exhibit DBW-6" labels, page number labels, and redactions as explained in David Heck's filed testimony. David Weiss viewed these company records within the AEP MACSS system.

Exhibit DBW-6 Page 2 of 5

NOTE MCSNO2 07 09230 NOTE DETAIL 02/09/17 08:40:28 Y EAGLE HARDWOODS INC 103 NORTH ST

03-END

06-RETURN

10-SCREEN 2 11-DELETE 12-CANCEL

09/26/14 11/17/06

FINAL

STONE CREE 221 840 GS2 SEC-O LC&15 02R

NUM FREE FORMAT 305 CLOSE REQ BY JENNY KING [OFC MANAGER] DATE TIME USER ID CONV CREATED 09/25/14 10:55:18 SIGMANA NOTE PRIORITY NUMBER 1 EXPIRATION DATE \_\_\_\_\_ LAST UPDATED 09/25/14 10:55:18 SIGMANA +3514 WARNING: PERMANENT NOTE NO EXPIRATION DATE NEXT \_\_\_\_ DATA \_\_\_\_

NOTE MCSNO2 07 09230 NOTE DETAIL 02/09/17 08:39:54 Y EAGLE HARDWOODS INC 103 NORTH ST

NEXT \_\_\_\_ DATA \_\_\_\_

03-END 06-RETURN

10-SCREEN 2 11-DELETE 12-CANCEL

Exhibit DBW-6 Page 3 of 5

09/26/14 11/17/06

FINAL STONE CREE 221 840 GS2 SEC-O LC&15 02R

NUM FREE FORMAT 305 CHANGE\_TARIFF\_DUE\_TO\_EXPIRED\_TARIFF\_\_\_\_ DATE TIME USER ID CONV PRIORITY NUMBER 1 CREATED 01/22/13 13:40:09 MACRO8 NOTE EXPIRATION DATE \_\_\_\_\_ LAST UPDATED 01/22/13 13:40:09 MACRO8

+3514 WARNING: PERMANENT NOTE NO EXPIRATION DATE

NOTE MCSNO2 07 09230 NOTE DETAIL 02/09/17 08:40:44 Page 4 of 5 Y EAGLE HARDWOODS INC 103 NORTH ST

06-RETURN

03-END

Exhibit DBW-6

09/26/14 11/17/06

FINAL

STONE CREE 221 840 GS2 SEC-O LC&15 02R

NUM FREE FORMAT 305 FAXED\_USAGE\_HISTORY\_TO\_330-339-9834\_\_\_\_\_ DATE TIME USER ID CONV PRIORITY NUMBER 1 CREATED 09/25/12 12:55:52 BROWNMM NOTE EXPIRATION DATE \_\_\_\_\_ LAST UPDATED 09/25/12 12:55:52 BROWNMM +3514 WARNING: PERMANENT NOTE NO EXPIRATION DATE NEXT \_\_\_\_ DATA \_\_\_\_ 10-SCREEN 2 11-DELETE 12-CANCEL

NOTE MCSNO2 07 09230 NOTE DETAIL 02/09/17 08:41:20 Page 5 of 5 Y EAGLE HARDWOODS INC 103 NORTH ST

03-END

06-RETURN

Exhibit DBW-6

09/26/14 11/17/06

FINAL

STONE CREE 221 840 GS2 SEC-O LC&15 02R

10-SCREEN 2 11-DELETE 12-CANCEL

NUM FREE FORMAT 305 OPEN\_REQ\_BY\_BRENDA\_GIBSON,\_EXECT\_OFF\_MGR,\_\_\_\_ DATE TIME USER ID CONV PRIORITY NUMBER 1 CREATED 11/14/06 09:21:14 CLARKCT NOTE EXPIRATION DATE \_\_\_\_\_ LAST UPDATED 11/14/06 09:21:14 CLARKCT +3514 WARNING: PERMANENT NOTE NO EXPIRATION DATE NEXT \_\_\_\_ DATA \_\_\_\_

1

AEP Telephone Call

- - -

AUDIO PROCEEDINGS

- - -

ARMSTRONG & OKEY, Inc.
222 East Town Street, Second Floor
Columbus, Ohio 43215
(614) 224-9481 - (800) 223-9481

```
2
 1
     APPEARANCES:
 2
          Anthony Sigman, AEP Representative
           Jenny King, Eagle Hardwood, Inc. Representative
 3
 4
 5
 6
 7
 8
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11
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22
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24
```

	3	
1		
2	PROCEEDINGS	
3		
4	MR. SIGMAN: Hello, this is Anthony. May	
5	I have your name, please?	
6	MS. KING: Jenny King.	
7	MR. SIGMAN: Thank you, Jenny. What can	
8	I help you with today, ma'am?	
9	MS. KING: I need to turn one of my	
10	services off, please.	
11	MR. SIGMAN: All right. Do you have an	
12	account number?	
13	MS. KING: I do. Are you ready for that?	
14	MR. SIGMAN: Yeah.	
15	MS. KING:	
16	MR. SIGMAN: All right. And what's the	
17	address for the service?	
18	MS. KING: 103 North Street, Stone Creek,	
19	Ohio, 43840, for Eagle Hardwoods.	
20	MR. SIGMAN: Thank you. And what's your	
21	association, Jenny?	
22	MS. KING: I'm the office manager here.	
23	MR. SIGMAN: All right. And then what's	
24	a phone number if we need to reach you?	

```
4
 1
                MS. KING: 330-339-8838.
 2
                MR. SIGMAN: Okay. You want to turn it
 3
     off?
 4
                MS. KING: Yes. We want it shut off.
 5
                MR. SIGMAN: I can do this as early as
 6
     tomorrow, unless you had another date in mind?
 7
                MS. KING: The sooner the better.
 8
                MR. SIGMAN: Okay. The final bill, do
9
     you want it sent to your PO Box?
10
                MS. KING: Yes, please.
11
                MR. SIGMAN: And on the property, as far
12
     as you're aware, there's no access issues or hazards
13
     to the meter, right?
14
                MS. KING: Not to my knowledge.
15
                MR. SIGMAN: Okay. And you don't need a
16
     transfer service anywhere else, just close it out?
                MS. KING: No. Just close it up.
17
18
                MR. SIGMAN: All right. We'll have it
19
     disconnected tomorrow. Okay, ma'am?
20
                MS. KING: Disconnected -- tomorrow would
2.1
    be the 26th?
2.2
                MR. SIGMAN: Yep.
2.3
                MS. KING: Okay. Should I call back just
24
     to make sure it has been disconnected?
```

```
5
 1
                MR. SIGMAN: No, it'll be done.
 2
                MS. KING: Okay.
 3
                MR. SIGMAN: So can I help you with
 4
     anything else, ma'am?
 5
                MS. KING: No. That will be all.
                MR. SIGMAN: You have a good day.
 6
 7
                MS. KING: Thanks. You do the same.
 8
                MR. SIGMAN: Bye-bye.
9
                MS. KING: Bye-bye.
10
11
                     (End of recording.)
12
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```

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1		
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4		
5	C-E-R-T-I-F-I-C-A-T-E	
6		
7	I do hereby certify that the foregoing is a	
8	true, correct and complete written transcript of the	
9	audiotaped proceedings in this matter, reduced by me	
10	into stenotypy, to the best of my ability, and	
11	transcribed from my stenographic notes on the 27th	
12	day of June, 2017.	
13		
14	Jillian M. Vogel	
15	Professional Reporter and	
16	Notary Public in and for the State of Ohio	
17	My commission expires February 13, 2021.	
18		
19		
20		
21		
22		
23		
24		

95		6
1		
2		
3		
4	C-E-R-T-I-F-I-C-A-T-E	
5	C-E-R-1-1-E-1-C-A-1-E	
6		
7	I do hereby certify that the foregoing is a	
8	true, correct and complete written transcript of the	
9	audiotaped proceedings in this matter, reduced by me	
10	into stenotypy, to the best of my ability, and	
11	transcribed from my stenographic notes on the 27th	
12	day of June, 2017.	
13		
14	Jillia M. Varal	
15	Jil ian M. Vogel Professional Reporter and	
16	Notary Public in and for the State of Ohio	
17	My commission expires February 13, 2021.	
18	MINOTARY SILL	
19		
20		
21	My commission expires February 13, 2021.	
22	With the state of	
23		
24		

## **CERTIFICATE OF SERVICE**

I hereby certify that a true and accurate copy of the foregoing was served upon the following by email and regular mail this 12<sup>th</sup> day of July, 2017.

David Schaffner Schaffner Law Offices, Co., L.P.A. 132 Fair Avenue N.W. New, Philadelphia, Ohio 44663 schaffner@schafferlaw.co

> /s/ Michael J. Benza Michael J. Benza (0093473)

This foregoing document was electronically filed with the Public Utilities

**Commission of Ohio Docketing Information System on** 

7/12/2017 4:32:18 PM

in

Case No(s). 14-1956-EL-CSS

Summary: Testimony - Testimony of David B. Weiss on Behalf of Ohio Power Company electronically filed by Michael J Benza on behalf of Ohio Power Company