



An AEP Company

BOUNDLESS ENERGY™

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May 31, 2018

The Honorable Greta See  
The Honorable Sarah Parrot  
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Public Utilities Commission of Ohio  
180 East Broad Street  
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Re: *In the Matter of the Application of Ohio Power Company for Authority to Establish a Standard Service Offer Pursuant to Section 4928.143, Revised Code, in the Form of an Electric Security Plan*, Case No. 16-1852-EL-SSO; *In the Matter of the Application of Ohio Power Company for Approval of Certain Accounting Authority*, Case No. 16-1853-EL-AAM

Dear Attorney Examiners:

On May 4, 2018, Ohio Power Company (AEP Ohio) filed its compliance tariffs consistent with the Commission's Opinion and Order dated April 25, 2018 in Case Nos. 16-1852-EL-SSO and 16-1853-EL-AAM (Opinion and Order). On May 8, 2018, the Company supplemented the tariff compliance filing with revised tariffs. On May 23, 2018, the Commission issued an Entry approving the revised compliance tariffs. On May 30, 2018, the Company filed additional correspondence clarifying the approved rates for the Storm Damage Recovery Rider and the gridSMART Phase 2 Rider.

Today, the Company discovered that the Supplier Tariff section of the Open Access Distribution (OAD) compliance tariffs in response to the Opinion and Order inadvertently omitted three changes that should have been included. The Commission approved two changes for the OAD tariffs during the period of time when the *ESP III Extension Cases* remained pending: (1) addition of Advanced Meter Opt out provisions approved in Case No. 14-1158-EL-ATA, and (2) modification of the minimum requirements for interconnection approved in Case No. 16-1730-EL-ATA. None of these items apply to the Standard Service Offer (SSO) version of the Company's tariffs as no changes to the SSO were requested in the *ESP III Extension Cases*. The Stipulation (Par. III.K) adopted the Supplier Tariff changes reflected in AEP Ohio witness Gabbard's Exhibit SDG-3 as modified in Stipulation Attachment F. Because the Company's compliance tariffs incorporated the version of the Supplier Tariff that was attached to AEP Ohio witness Gabbard's testimony, as modified by Attachment F, those compliance tariffs

did not incorporate the two changes that had been approved by the Commission during the intervening time period. The enclosed redlined and clean versions of the OAD tariff do incorporate those two changes.

In addition, the deletion of the minimum stay requirements referenced in the table of contents to correspond with the deletion of those requirements in the Stipulation is corrected in the enclosed redlined and clean versions. Specifically, the minimum stay requirements in the table of contents will be changed to “reserved” as shown in SDG-3.

Accordingly, the Company requests approval of these tariff changes as soon as possible, in order to conform to the Opinion and Order. Thank you for your attention to this matter.

Regards,

*/s/ Steven T. Nourse*

cc: Parties of Record

## Attachment D – Clean Supplier Tariffs

## P.U.C.O. NO. 20

TERMS AND CONDITIONS OF  
OPEN ACCESS DISTRIBUTION SERVICE

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## 2. APPLICATION FOR SERVICE

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

Filed pursuant to Order dated April 25, 2018 in Case No. 16-1852-EL-SSO

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Julia A. Sloat, President  
AEP Ohio

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OPEN ACCESS DISTRIBUTION SERVICE

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

The character of distribution service and the rates, rules, terms, regulations and conditions shall be in accordance with P.U.C.O. No. 20, the supplements thereto and revisions thereof applying to the particular type of service and locality for which such contract or application is made.

## 3. CONDITIONS OF SERVICE

Before the Company shall be required to furnish distribution service, the Company may require that the customer submit written specifications of electrical apparatus to be operated by service and to furnish the Company a site plan that shows the address, orientation of the building, the location of the meter on the building, and the square footage of the building. The Company reserves the right to specify the service characteristics, including the point of delivery and metering.

Written agreements will be required prior to providing service if stipulated in the applicable rate schedule or the customer 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 (1) point, each separate point of delivery shall be considered a Contract Location and shall be metered and billed under a separate request or contract for service. Each delivery point will be billed separately under the applicable schedule. Separate written agreements, if required under the above paragraph, will be made for each point of delivery. If the Company requires separate points of delivery, for like service, to meet the customer's electrical requirements at a single Contract location, the metering for two or more points of delivery may be combined for billing under the applicable tariff.

## 4. AVAILABLE RATES

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

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

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

A customer may not change from one (1) open access distribution schedule to another during the term of contract except with the consent of the Company.

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

No agent or employee of the Company has authority to amend, modify, alter the application, rates, terms, conditions, rules or regulations of the Company on file with the Commission, or to make any promises or representations not contained in P.U.C.O. No. 20 supplements thereto and revisions thereof.

## 6. CHANGE OF RATES OR REGULATIONS

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

## 7. INSPECTIONS

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

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

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

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

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

The Company shall have the right to erect and maintain its poles, lines, circuits and other necessary facilities on the customer's property, and to place and maintain its transformers and other apparatus on the property or within the buildings of the customer at convenient locations. The customer shall keep Company equipment clear from obstruction and obstacles including landscaping, structures, etc., and allow the use of suitable space for the installation and maintenance of necessary measuring instruments so that the latter may be protected from damage.

The customer shall provide suitable space and access to same, for the installation, repair 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.

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

## 9. SERVICE CONNECTIONS

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 the 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 weatherhead on end of conduit or cable for making service connections. Service entrance equipment shall be properly grounded and shall be installed so that the disconnecting means is readily accessible. 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.

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A non-residential customer desiring an underground service from overhead wires shall, at the customer's expense, install and maintain service wires in an approved manner from the main entrance switch in the building to an available pole (designated by the Company) from which connection is to be made, including the necessary run of wires up the pole. Such underground service shall conform to Company specifications. Where service is supplied from an underground distribution system which has been installed at the Company's expense within the limits of municipal streets, the customer shall make arrangements with the Company to supply and install a continuous run of cable conductors including necessary ducts from the manhole or connection box to the inside of the building wall. The customer shall pay the cost of installing the portion of cable and duct from the curb line to the terminus or cable inside the building and provide the necessary easements to the Company.

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. The Company has the right to assess a service fee (shown below) when three or more trips are made for service installation and cannot be completed due to customer installation issues.

During Normal Business Hours

Service Fee Multiple Trips	\$28.00
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Other Than Normal Business HoursOff ShiftSunday or Holiday

Service Fee Multiple Trips	\$77.00	\$100.00
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## 10. 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 cannot 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

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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.

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

1. "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

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be the nearest practical point to the customers to be served by the line extension at which the appropriate voltage level is available.

8. "Premium service" includes, but is not limited to, customer-requested oversizing of facilities, underground construction, three-phase residential service, seasonal operations, 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 non-residential customers the following shall apply:

- a. The Company shall be responsible for sixty percent 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 percent of the total cost of the line extension plus the incremental costs of premium services prior to the start of construction.
- 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.

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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:
- 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.
  - 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.
  - Any refunds made under a. or b., above shall be after payment has been received from the new customer.

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

## 11. TEMPORARY AND SPECIAL SERVICE

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

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

Service requiring only reading-in and reading-out an existing meter - \$57.00.

Single-phase 120/240 volt service from existing source with adequate capacity, up to 200 Ampere; \$237.00 overhead and \$134.00 underground. All others charged based on facilities installed.

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

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

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

## 13. NOMINAL VOLTAGE LEVELS

The Company has established nominal service voltages of 60 cycle alternating current 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:

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Secondary Distribution System – nominal regulated 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 -nominal regulated voltages of 2,400, 2,400/4,160, 4,160, 7,200, 7,200/12,470, 7,620/13,200, 7,970/13,800 and 19,900/34,500 volts.

Subtransmission -nominal, unregulated voltages of 23,000, 34,500, 40,000, and 69,000 volts, 3 phase.

Transmission - nominal, unregulated voltages of 138,000, 345,000, and 765,000 volts, 3 phase.

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 regulated 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.

#### 14. METER REGISTRATION AND TESTING

The Company will own, furnish, install and maintain the meter or meters unless the customer elects metering service from a qualified Meter Service Provider (MSP). The customer is required to supply, install and maintain the mounting or meter enclosures or sockets. The Company or MSP may specify whether the meter or meters are to be installed on the inside or outside the customer's premise and may change such location at its option. When an inside meter installation is made, the customer shall furnish, at the customer's sole expense, a suitable meter panel in a convenient and suitable location and so placed that the meter installation will not be more than five (5) feet nor less than three (3) feet from the floor, and pay the additional expense of providing an electronic means to obtain an automated reading. In addition, the customer may be required to install and maintain a dedicated communications line. If any location provided by the customer causes the meter to register incorrectly, the Company or MSP may require the customer to provide a new meter location acceptable to the Company and to pay the expense of relocation. All costs incident to the relocation of an outside meter made upon the customer's request, or required to be made because of customer's use of premises, shall be paid by the customer.

The authorized agents or employees of the Company shall have free access at all reasonable hours to the premises of the customer for the purpose of installing, reading, testing and removing meters or other appliances, belonging to the Company.

The Company will test its meters at its discretion or at the request of the customer. Any kilowatt-hour meter found by test to be registering within the range of plus or minus two percent (+/- 2%) will be considered as registering accurately. Any integrating block interval demand meter or thermal demand meter registering within the range of plus or minus four percent (+/- 4%) will be considered to be registering correctly. For each subsequent test conducted within thirty-six (36) months of the last previous test, if the meter is found to be registering correctly, the customer shall pay to the Company a \$64.00 fee for a single phase meter test and a \$85.00 fee for all other meter tests. The customer shall be told the amount of such charge when the customer requests the meter test within such thirty-six (36) month period. Such test, witnessed by the customer if so desired, will be conducted using a properly calibrated meter standard.

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

When service has been obtained through tampering practices, the customer will be charged a minimum fee of \$49.00 for the Company to investigate and to inspect the premises. The customer will pay additional charges for any and all costs of disconnection as well as the costs of repairing or replacing damaged equipment based on the customer's individual situation.

## 15. METERING AND LOAD PROFILING

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

The cost and repair of any interval metering facilities installed by the Company to comply with this requirement or as a result of such request shall be paid by the customer. The customer shall make a one-time payment for the metering facilities at the time of installation of the required facilities, or at the customer's option, up to twenty-four (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 twenty-five percent (25%) of the total cost of the metering facilities. Any necessary replacement of the meter where repair is not possible will be performed at cost, based upon premise installation and load requirements.

In addition, the customer shall pay a net charge to cover the incremental cost of operation and maintenance and meter data management associated with such interval metering as follows:

Charges are for service performed on a Company installed standard interval meter. The customer is responsible for providing the telephone line and cost associated with telephone communications for purposes of reading the meter.

Service Performed During Normal Business Hours	Charge (\$)
Connect phone line to meter at a time other than the initial interval meter installation	57.00
Perform manual meter reading	43.00
Check phone line and perform manual meter reading due to communication loss	47.00
Replace surge protector	119.00
Replace modem board	210.00
Replace interval and modem boards	260.00

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The customer or the customer's CRES Provider may select a meter from the Company's approved standard equipment list. If a customer selects any meter other than those shown on the approved standard list, the customer accepts responsibility for any incremental cost which the meter may require to upkeep, maintain, or replace the meter due to failure. The customer or the customer's CRES Provider may communicate with the meter for the purpose of obtaining usage data, subject to the Company's communication protocol.

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

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

## 16. ADVANCED METER OPT OUT

For residential customers who elect to opt out of the installation of the Company's choice of metering equipment, either a two way communication AMI meter or one way communication AMR meter, the opt out program will work as follows.

- 1) The Company will give the customer the option to relocate the current meter location, acceptable to the Company, with the expense of such relocation to be paid by the customer. This option allows for a customer to still have an AMI or AMR meter installed, but at a location acceptable to the customer and the company.
- 2) The customer can request not to have the installation of an AMI or AMR meter and pay a monthly fee of \$24.00. This monthly fee option does not guarantee an actual meter read each month and monthly bills at times may be based on estimated usage with a true-up to actual usage upon the Company obtaining an actual meter read. However, the company will attempt to read the meter at regular monthly intervals. The monthly fee of \$24.00 will be billed monthly on the customer's bill and is considered a tariffed charge. The monthly meter reading fee will only be charged in areas where the meter reading route is designated as an AMI or AMR meter area by the company. A designated meter reading route is one in which the company has installed AMI and/or AMR meters on at least 85% of meter route designations (the 85% will be calculated without including designations for customers who opt out or have meter communication or meter access issues).
- 3) In cases where an AMI or AMR meter has already been installed (regardless of whether the meter was installed as part of a designated meter reading route), the customer will be billed a one-time charge of \$43 to remove the AMR/AMI meter and install a non-AMI or non-AMR meter. This fee will be billed separately and must be paid prior to the company scheduling the meter removal.

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Opt-out service does not guarantee that customers will retain their existing meter. The company maintains the right to replace meters for customers on opt-out service with meters that do not have one-way or two-way communications.

The company may refuse to provide advanced meter opt-out service in either of the following circumstances:

- 1) If such a service creates a safety hazard to consumers or their premises, the public, or the electric utility's personnel or facilities.
- 2) If a customer does not allow the electric utility's employees or agents access to the meter at the customer's premises.

Customers will be notified that if they are enrolled in a product or service requiring an advanced meter as a condition of enrollment that the customer must choose a different product or service prior to the installation of a non-communicating meter. This opt out provision is not available to any customer taking generation service under a time differentiated rate.

Customers who refuse both meter opt-out options and do not allow the company to access the meter for replacement are subject to disconnection.

#### 17. USE OF ENERGY BY CUSTOMER

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

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

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.

All apparatus used by the customer shall be of such type as to secure the highest practical commercial efficiency, power factor and the proper load 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.

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The operation of certain electrical equipment can result in disturbances (e.g. voltage fluctuations, harmonics, etc.) on the transmission and distribution systems which can adversely impact the operation of equipment for other customers. Non-residential customers are expected to abide by industry standards, such as those contained in ANSI/IEEE 141, 519 and 1453, IEC 61000 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 non-residential 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 service connections, transformers, meters and appliances supplied by the Company for each customer have a definite capacity. The customer agrees to promptly notify the Company prior to any increase or decrease in the customer's connected load, or power factor which could impact the capacity requirements of the Company's local facilities. No additions to the equipment or load connected thereto shall be made until after the consent of the Company has been obtained. The customer shall notify the Company promptly of any defect in service or any trouble or accident to the electrical supply.

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.

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

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

**18. RESALE OF ENERGY**

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

**19. CUSTOMER'S LIABILITY**

In the event the customer is unable to receive distribution service in the full amount contemplated by the customer's regular distribution service arrangements for a period in excess of fifteen (15) full days as a result of fire, riot, explosion, flood, accident, breakdown or acts of God or the public enemy, said customer shall not be liable to the Company for minimum demand or billing charges for which the customer normally would be liable pursuant to the open access distribution schedule and/or contract during the period of distribution service decrease of electricity usage, provided:

1. The customer notifies the Company in writing of the customer's inability to receive distribution service as a result of one or more of the above specified event(s); and
2. Said notice includes (in addition to any other pertinent information):

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- a. Extent (or magnitude) of the distribution service decrease
  - b. Date of the event
  - c. Cause of the event
  - d. Probable duration of the distribution service decrease; and
3. The customer is prompt and diligent in removing the cause of the service decrease; and
4. The customer submits a report to the Company at least every thirty days following the event explaining the customer's progress toward removing the cause of the distribution service decrease; and
5. The customer pays, pursuant to the customer's open access distribution schedule and/or contract, for all distribution service rendered prior to the service decrease.

In no event, however, shall this provision affect open access distribution minimum demand or billing charges in any billing period prior to the date on which the Company receives the customer notice required above unless that notice is received within fifteen (15) days of the above specified events.

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

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

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

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

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The customer hereby agrees that no one except the employees of the Company, or the Company's agents, shall be allowed to make any internal or external adjustments of any meter or any other piece of equipment which is the property of the Company.

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

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

Suspension of service for any of the above reasons shall not terminate the contract for service. The authorized agents or employees of the Company shall have free and safe access at all reasonable 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.

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

**20. COMPANY'S LIABILITY**

The Company will use reasonable diligence in delivering a regular and uninterrupted supply of energy to the customer, but does not guarantee uninterrupted service. The Company shall not be liable for damages in case such 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.

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

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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. 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 metering device is the property of the Company; however, the meter base and all internal parts inside the meter base are customer owned and are the responsibility of the customer to install and maintain. The Company shall not be liable for any loss, injury, or damage caused by equipment which is not owned, installed and maintained by the Company.

The customer shall provide and maintain suitable protective devices on the customer's equipment to prevent any loss, injury, or damage that might result from single phasing conditions or any other fluctuation or irregularity in the 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 delivery of energy which could have been prevented by the use of such protective devices. The Company shall not be liable for any damages, whether direct or consequential, including, without limitations, loss of profits, loss of revenue, or loss of production capacity occasioned by interruptions, fluctuations or irregularity in the supply of energy.

The Company is not responsible for loss or damage caused by the disconnection or reconnection of its facilities. The Company is not responsible for loss or damages caused by the theft or destruction of Company facilities by a third party.

Except as otherwise provided in this Section, the Company shall be liable to the customer for damage directly resulting from interruptions, irregularities, delays, or failures of distribution service, caused by the negligence of the Company or its employees or agents, but any such liability shall not exceed the cost of repairing, or actual cash value, whichever is less, of 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), and other apparatus which may be required for the protection to its service. All such apparatus shall be and remain the property of the Company and the Company shall be granted ready access to the same. The Company or MSP will provide and maintain the necessary meters and other apparatus which may be required for the proper measurement of the Company service. All such apparatus shall be and remain the property of either the Company or MSP and the Company or MSP shall be granted ready access to the same, except to read inside meters. Such access to inside meters shall be granted upon reasonable request to residential customers during regular business hours.

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

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## 21. RESIDENTIAL SERVICE

The Residential Customer is a customer whose domestic needs for distribution service are limited to their primary single family residence, single occupancy apartment and/or condominium, mobile housing unit, or any other single family residential unit. Individual residences shall be served individually under a residential open access distribution schedule. Customer may not take distribution service for two (2) or more separate residences through a single meter under any schedule, irrespective of common ownership of the several residences, except that in the case of an apartment house with a number of individual apartments the landlord shall have the choice of providing separate wiring for each apartment so that the Company may provide delivery to each apartment separately under the residential open access distribution schedule, or of purchasing the entire distribution service through a single meter under the appropriate general service open access distribution schedule.

Where a single-family house is converted to include separate living quarters or dwelling units for more than one family, or where two (2) or more families occupy a single-family house with separate cooking facilities, the owner may, instead of providing separate wiring for each dwelling unit, take service through a single meter under the residential open access distribution schedule. In such case, there will be a single customer charge, but the quantity of kilowatt-hours in each block will be multiplied by the number of dwelling units or families occupying the building.

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

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

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

The Company's rules for the establishment of credit for residential utility service is governed by Chapter 4901:1-10-14 of the Ohio Administrative Code, and the Company's disconnect and reconnect procedures for residential customers is governed by Chapter 4901:1-18 of the Ohio Administrative Code.

## 22. DEPOSITS

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

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

The Company may require a deposit by the customer not exceeding the amount of the estimated monthly average cost of the annual consumption by such customer plus thirty percent. The Company will pay interest on deposits, at a rate of not less than three percent per annum, so made in accordance with legal requirements, provided such deposit be left with the Company for at least six (6) consecutive months. 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.

## 23. BILLING AND BILLS PAYABLE

The customer will be held responsible for all charges for distribution service. Bills for distribution service will be rendered by the Company to the customer approximately thirty (30) days apart in accordance with the open access distribution schedule applicable to the customer's distribution service with the following exception:

Year-round residential and not-for-profit open access distribution general service schedule customers shall have the option of paying bills for distribution service under the Company's equal payment plan (Budget Plan), whereby the cost of distribution service for the succeeding 12-month period is estimated in advance, and bills are rendered monthly on the basis of one-twelfth of the 12-month estimate. The Company may at any time during the 12-month period adjust the estimate so made, and the bills rendered in accordance with such estimate, to conform more nearly with the actual use of service being experienced. The normal equal payment period will be twelve (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 twelve (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 distribution charges during any equal payment period exceed the bills as rendered on the equal payment plan, the amount of such excess shall be paid on or before the due date of the bill covering the last month of the equal payment period in which such excess appears, or such excess may be added to the estimated use for the next normal equal payment period of twelve (12) months, and shall be payable in equal monthly payments over such period, except that if the customer discontinues service with the Company under the equal payment plan, any such excess not yet paid shall become payable immediately. In case the actual distribution charges during the equal payment period are less than the amount paid under the equal payment plan during such period, the amount of such overpayment shall, at the option of the Company, either be refunded to the customer or credited on the customer's last bill for the period.

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

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

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

If the amount of energy consumed is not properly registered by a meter for any reason, or is not properly charged to the customer's account, the entity providing billing services, either the Company or a BA, will, for the period of time that incorrect billings can be established, adjust the meter readings and billings to reflect all available information concerning the actual use by the customer. Any resulting overpayment will be paid or credited to the customer by the appropriate billing entity. Unless the customer and the Company agree otherwise, the Company will bill non-residential accounts any undercharged amount in compliance with Chapter 4901: 1-10 of the Ohio Administrative Code, as amended from time to time. The Company shall bill uncharged amounts for residential customers in compliance with section 4933.28 of the Revised Code, as amended from time to time. Should the amount of the adjustment for distribution charges be under dispute, the Company will continue to supply distribution service and the customer shall continue to pay the amounts billed until a final determination is made.

A customer shall be charged \$9.00 for any dishonored check received in payment for a bill rendered by the Company, unless the customer shows that the bank was in error.

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

**24. CHANGE OF ADDRESS BY CUSTOMER**

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

When the Company receives notice from an existing customer that distribution service is to be discontinued, or from a prospective customer that an existing distribution service is to be transferred into the

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

## 25. DENIAL OR DISCONTINUATION 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 (1) class of service shall not cause the refusal of service to a different class of service. The Company reserves the right to discontinue service to any customer without notice for safety reasons, and with notice as required by Rule 4901:1-10-20 of the O.A.C., for fraud against the company. Service will not be restored until the customer has given satisfactory assurance that such fraudulent or damaging practice will be discontinued and has paid to the Company an amount estimated by the Company to be reasonable compensation for services fraudulently obtained and for any damage to property of 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, and in accordance with the provision for non-residential customers contained in Chapter 4901:1-10-17, the Company also reserves the right after at least five (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 (1) 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.

When a Company employee is dispatched to a customer's premises for the purpose of performing disconnection activities due to the customer's delinquency, the customer will be charged a collection trip charge of \$16.00 if the disconnection activity is not performed as the result of extenuating circumstances.

The Company will bill only "one (1)" trip charge per month to comply with Rule 4901:1-18-07 (C) of the O.A.C.

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 authorized payment agent by 12:30 p.m., and otherwise as soon as possible but not later than the close of the Company's next regular working day. When such payment is made after 12:30 p.m. and the Company's employees cannot reconnect the 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

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Company's average additional cost of reconnecting a customer outside of normal working hours. No reconnect for nonpayment will be made after 9:00 PM from April 15 through October 31 or after 7:00 PM November 1 through April 14.

Reconnection Service Charges

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

During Normal Business Hours

Reconnect at Meter	\$53.00
Reconnect at Pole	\$154.00
Install Locking Device and Reconnect	\$73.00

Other Than Normal Business Hours   Off-Shift   Sunday or Holiday

Reconnect at Meter	\$98.00	\$119.00
Reconnect at Pole	\$192.00	\$221.00

When service has been terminated at the pole, per the customer's request, for non-credit related reasons, the customer will be assessed a \$153.00 disconnection/reconnection charge for the subsequent reconnection at the same location.

## 26. DISCONNECT PROVISIONS – NON-RESIDENTIAL

The company may refuse or disconnect service to non-residential customers for any of the following reasons:

- (A) When the customer violates or fails to comply with the contract or tariff's;
- (B) When service to a customer or consumer violates any law of this state or any political subdivision thereof, or any federal law or regulation;
- (C) When a customer or consumer tampers with company property or engages in a fraudulent practice to obtain service, as set forth in rule 4901:1-10-20 of the Ohio Administrative Code;
- (D) For using electricity or equipment which adversely affects service to other customers or consumers, e.g., voltage fluctuations, power surges, and interruptions of service;
- (E) When a safety hazard to consumers or their premises, the public, or to the Company personnel or facilities exists;
- (F) When the customer, landlord of the tenant/customer, or tenant leasing the landlord/customer's premises refuses access to Company's facilities or equipment on the customer's property or property leased by the customer;
- (G) For nonpayment of bills and any tariff charges, including security deposits and amounts not in bona fide dispute. Where the customer has registered a complaint with the Commission's public interest center or filed a formal complaint with the Commission which reasonably asserts a bona

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in a bona fide dispute, the Company shall not disconnect service if the customer pays either the undisputed portion of the bill or the amount paid for the same billing period in the previous year;

- (H) When the customer vacates the premises;
- (I) For repairs, provided that the Company has notified consumers prior to scheduled maintenance interruptions in excess of six hours;
- (J) Upon the customer's request;
- (K) A former customer, whose account with that is in arrears for service furnished at the premises, resides at, or has requested service for, such premises;
- (L) When an emergency may threaten the health or safety of a person, a surrounding area, or the operation of the Company's electrical system; and
- (M) For other good cause shown.

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

**27. CHANGING COMPETITIVE SERVICE PROVIDERS**

Standard Offer Service will be provided under the Company's standard schedules.

Customers may change Competitive Service Providers (CSPs) no more than once during any month subject to the provisions below.

Requests to change a customer's Competitive Retail Electric Service (CRES) Provider must be received by the Company from the new CRES Provider. If the Company receives such a request to change a customer's CRES Provider, the customer shall be notified by the Company concerning the requested change within two business days. If the customer challenges the requested change, the change will not be initiated.

Residential and General Service—1 customers have seven (7) days from the postmark date on the notice to contact the Company to rescind the enrollment request or notify the Company that the change of CRES Provider was not requested by the customer. General Service—2, 3, and 4 customers must contact the CRES Provider directly to stop the switch. Within two business days after receiving a customer request to rescind enrollment with a CRES Provider, the Company shall initiate such rescission and mail the customer confirmation that such action has been taken.

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

A charge of \$5.00 will be assessed to the CRES Provider for each transaction in which a customer authorizes a change in one or more CSPs. However, this switching charge shall not apply in the following specific circumstances: (a) the customer's initial change to service under the Company's open access distribution schedules and service from an CRES Provider, (b) the customer's CRES Provider is changed involuntarily, (c) the customer returns to service from the customer's former CRES Provider following an

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involuntary change in CRES Provider, or (d) the customer's former CRES Provider's services have been permanently terminated and the customer must choose another CRES Provider.

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

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

A customer may contact the Company and request to return to the Company's Standard Offer Service. The return to Standard Offer Service shall be conducted under the same terms and conditions applicable to an enrollment with a CRES Provider. The customer will have a seven (7) calendar day rescission period after requesting the Company's Standard Offer Service.

Provided the customer has observed the applicable notification requirements and the Company has effectuated the request to return to Standard Offer Service at least twelve (12) calendar days prior to the next regularly scheduled meter reading date, the customer will be returned to Standard Offer Service on the next regularly scheduled meter reading date.

## 28. CUSTOMER CHOICE OF COMPETITIVE SERVICE PROVIDER

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

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

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

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

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

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

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

The Company will offer to CRES Providers the Pre-Enrollment Customer Information List with updates available monthly. 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.

## 29. LOSSES

Either the CRES Provider or the Transmission Provider may provide both transmission and distribution losses as required to serve customers at various delivery voltages. If a CRES Provider arranges to provide transmission losses under the provisions of the applicable Open Access Transmission Tariff, then the CRES Provider must also arrange for the appropriate distribution losses. Customers served at transmission and subtransmission voltages require no additional losses other than the losses specified in the applicable Open Access Transmission Tariff. Customers served at primary distribution voltage require 2.0% additional average losses of amounts received by the Company for delivery to the customer. Customers served at secondary distribution voltage require 5.4% additional average losses of amounts received by the Company for delivery to the customer.

## 30. TRANSMISSION SERVICE

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

The contracting entity must also purchase or provide ancillary services as specified under the applicable Open Access Transmission Tariff.

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Billing and payment shall be performed as specified in the applicable Open Access Transmission Tariff.

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

The Company will bill all customers for the following transmission services:

PJM LINE	CHARGES / CREDITS
1100	Network Integration Transmission Service
1108	Transmission Enhancement
1320	Transmission Owner Scheduling, System Control and Dispatch Service
1330	Reactive Supply and Voltage Control from Generation and Other Sources Service
1450	Load Reconciliation for Transmission Owner Scheduling, System Control and Dispatch Service
1930	Generation Deactivation
2130	Firm Point-to-Point Transmission Service
2140	Non-Firm Point-to-Point Transmission Service

Upon notification by the Company, all CRES Providers shall approve the Company's prepared Billing Line Item Transfers through PJM's Billing Line Item Transfer Tool to allow charges and credits for the above transmission services to be assigned to the Company. All other transmission service charges and credits shall be the responsibility of the CRES Provider.

31. RESERVED

32. SUPPLIER TERMS AND CONDITIONS OF SERVICE

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32.3	Customer Choice of Competitive Service Provider
32.4	Changing Competitive Service Providers
32.5	General Provisions for Competitive Service Providers
32.6	Transmission Service
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## 32.2 APPLICATION

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

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

## 32.3 CUSTOMER CHOICE OF COMPETITIVE SERVICE PROVIDER

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

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

Any customer who desires service from a CSP must first contract with a CRES Provider who will arrange for the provision of such services. The CRES Provider shall then notify the Company at least twelve (12) calendar days prior to the customer's regularly scheduled meter reading date after which the customer will receive service from the CSP. All changes in CRES Provider shall occur at the end of the customer's regularly scheduled meter reading date. Any request to change a customer's CRES Provider received after Filed pursuant to Order dated April 25, 2018 in Case No. 16-1852-EL-SSO

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twelve (12) calendar days prior to the customer's regularly scheduled meter reading date shall become effective the subsequent billing month.

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

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

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

#### 32.4 CHANGING COMPETITIVE SERVICE PROVIDERS

Standard Offer Service will be provided under the Company's standard schedules.

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

Requests to change a customer's CRES Provider must be received by the Company from the new CRES Provider. If the Company receives such a request to change a customer's CRES Provider, the customer shall be notified by the Company concerning the requested change within two (2) business days. If the customer challenges the requested change, the change will not be initiated. Residential and General Service (excluding Mercantile) customers have seven (7) calendar days from the postmark date on the notice to contact the Company to rescind the enrollment request or notify the Company that the change of CRES Provider was not requested by the customer. Mercantile customers must contact the CRES Provider directly to stop the switch. Within two (2) business days after receiving a customer request to rescind enrollment with a CRES Provider, the Company shall initiate such rescission and mail the customer confirmation that such action has been taken.

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

A charge of \$5.00 will be assessed to the CRES Provider for each transaction in which a customer authorizes a change in one or more CSPs. However, this switching charge shall not apply in the following specific circumstances: (a) the customer's initial change to service under the Company's open access distribution schedules and service from a CRES Provider, (b) the customer's CRES Provider is changed involuntarily, (c) the customer returns to service from the customer's former CRES Provider following an involuntary change in CRES Provider, or (d) the customer's former CRES Provider's services have been permanently terminated and the customer must choose another CRES Provider.

In the event that a CSP's services are permanently terminated, and the CSP has not provided for service to the affected customers, the CSP shall send timely notification to the Company and the affected

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customers regarding the termination of such services. Such notification shall describe the process for selecting a new CSP and note that service will be provided by the Company under the Company's Standard Offer Service if a new CSP is not selected.

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

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

**32.5 GENERAL PROVISIONS FOR COMPETITIVE SERVICE PROVIDERS**

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

A customer is not permitted to have partial Competitive Retail Electric Service. The CRES Provider(s) shall be responsible for providing the total energy consumed by the customer during any given billing month. In the event the CRES Provider fails to supply sufficient energy to serve its customers, the CRES Provider shall be responsible for payment for such energy as provided in Section 31.9 of these Supplier Terms and Conditions of Service.

**32.6 TRANSMISSION SERVICE RTO SETTLEMENTS, AND RELIABILITY REQUIREMENTS****a. Transmission Service**

Transmission service shall be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission. CRES Providers may contract with the Transmission Provider for transmission service under the applicable Open Access Transmission Tariff. The Transmission Provider is the applicable regional transmission operator (RTO). PJM Interconnection L.L.C. (PJM) is currently the applicable RTO. All CRES Providers must complete all required actions relative to membership with the Transmission Provider and be authorized by the Transmission Provider to transact business with regard to transmission service.

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The contracting entity or its designee is responsible for scheduling under the applicable Open Access Transmission Tariff. Unless other arrangements have been made, the scheduling entity will be billed by the Transmission Provider for transmission services. The contracting entity must also purchase or provide ancillary services as specified under the applicable Open Access Transmission Tariff.

Billing and payment shall be performed as specified in the applicable Open Access Transmission Tariff.

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

## b. RTO Settlements

PJM performs settlements for transmission, capacity and energy obligations for CRES provider market participation on predefined intervals using metered customer load obligations and daily CRES Provider customer enrollment obligation data provided by AEP Ohio. AEP Ohio will make a best effort providing accurate load and customer obligation data. Energy is initially settled by PJM day-after load for CRES Providers, called "Settlement A." After final readings are available to AEP Ohio, supplier load obligation variances are reported to PJM, and PJM performs a final 60-Day energy settlement for the market, called "Settlement B." Until such time PJM establishes processes outside of the 60-day final settlement process. AEP Ohio will resettle capacity, and energy adjustments that are identified outside of the 60-day PJM energy market, but only up to twelve months after the 60-day period and only adjustments affecting billing for customers GS-2 or above with total adjustment amounts equal to or greater than 36,000 MWH or more in energy. Such adjustments shall be credited or assessed against each LSE in the AEP Ohio zone, as applicable, based upon corrected load shares during the adjustment period, and shall be identified on a specific line item for credits and/or assessments, and as a condition for doing business in the Company's service territory all CRES Providers will be deemed to have consented and agreed to permit any such resettlements to be completed by and through AEP Ohio and/or PJM.

The Company will make available on its website (<http://www.aepohio.com>) current settlement policies and calculation procedures including but not limited to CRES Provider capacity and energy obligations related to initial PJM "Settlement A", final 60-Day energy "Settlement B."

## c. Reliability Requirements

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

The Company will bill all customers for the following transmission services:

PJM LINE	CHARGES / CREDITS
1100	Network Integration Transmission Service
1108	Transmission Enhancement
1320	Transmission Owner Scheduling, System Control and Dispatch Service

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1330	Reactive Supply and Voltage Control from Generation and Other Sources Service
1450	Load Reconciliation for Transmission Owner Scheduling, System Control and Dispatch Service
1930	Generation Deactivation
2130	Firm Point-to-Point Transmission Service
2140	Non-Firm Point-to-Point Transmission Service

Upon notification by the Company, all CRES Providers shall approve the Company's prepared Billing Line-Item Transfer (BLIT) through PJM's Billing Line Item Transfer Tool to allow charges and credits for the above transmission services to be assigned to the Company. All other transmission service charges and credits shall be the responsibility of the CRES Provider.

## 32.7 SUPPLIER CERTIFICATION WITH THE COMMISSION

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

## 32.8 CRES PROVIDER REGISTRATION WITH THE COMPANY

CRES Providers desiring to provide Competitive Retail Electric Service to customers located within the Company's Service Territory must register with the Company. The following requirements must be completed by the CRES Provider in order to register with the Company:

- a. Proof of certification by the Commission, including any information provided to the Commission as part of the certification process. The registration process may be initiated upon receipt by the Company of an application for certification by the Commission. However, the Company will not complete the registration process until proof of certification by the Commission has been provided.
- b. A completed copy of the Company's CRES Provider Registration Application for the State of Ohio, along with a non-refundable \$100.00 registration fee payable to the Company.
- c. A \$100.00 annual registration fee payable to the Company which shall be due October 31 of the first calendar year following the year of the initial registration and each calendar year thereafter.
- d. Credit information and security requirements that satisfy Section 31.9 CRES Provider Credit Requirements to be held by the Company against CRES Provider defaults and a description of the CRES Provider's plan to procure sufficient electric energy and transmission services to meet the requirements of its firm service customers.
- e. The name of the CRES Provider, business and mailing addresses, and the names, telephone numbers and e-mail addresses of appropriate contact persons, including the 24-hour emergency contact telephone number and emergency contact person(s).
- f. Details of the CRES Provider's dispute resolution process for customer complaints.

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- g. An executed Electric Distribution Company/Competitive Retail Electric Service Provider Agreement including a signed statement by the officer(s) of the CRES Provider committing it to adhere to the Company's Open Access Distribution Schedules, Terms and Conditions of Open Access Distribution Service, Supplier Terms and Conditions of Service and any additional requirements stated in any agreement between the CRES Provider and the Company regarding services provided by either party.
- h. Submission of necessary forms for, and successful completion of EDI certification testing for applicable transaction sets necessary to commence service, performed quarterly by the Company.
- i. Submission of the necessary form to authorize the Company to remit payment to CRES Provider's bank account upon receipt of customer payment of consolidated energy charges
- j. Submission of the CRES Provider's IRS Form W-9.
- k. For evidence of PJM membership, submission of a copy of executed Schedule 4 of the PJM Operating Agreement between the CRES Provider and PJM.
- l. Confirmation that the PJM account information submitted on the registration application above is specific to AEP Ohio load only.
- m. The Company shall approve or disapprove the CRES Provider's registration within thirty (30) calendar days of receipt of complete registration information from the CRES Provider. The thirty (30) day time period may be extended for up to thirty (30) days for good cause shown, or until such other time as is mutually agreed to by the CRES Provider and the Company.

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

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

- a. The CRES Provider has been identified by the Company as not satisfying the CRES Provider Credit Information and security requirements.
- b. The Company has provided written notice to the CRES Provider that a registration is incomplete and the CRES Provider has failed to submit a completed registration within thirty (30) calendar days of the notification.
- c. The CRES Provider has failed to comply with payment and billing requirements as specified in these Supplier Terms and Conditions of Service.
- d. The CRES Provider has failed to comply with all applicable requirements of the Transmission Provider Open Access Transmission Tariff for its registration to be accepted as complete.

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- e. The CRES Provider has failed to execute an Electric Distribution Utility/Competitive Retail Electric Service Provider Agreement, and/or has not successfully completed EDI testing for applicable transaction sets necessary for the commencement of service.

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

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

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

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

### 32.9 CRES PROVIDER CREDIT REQUIREMENTS

- a. Credit Application

AEP Ohio will review the credit information supplied in CRES Provider Registration Application for the State of Ohio to be considered for participation in the Company's Choice Program. As part of the CRES Provider Registration Application, the CRES Provider must provide the Company, with its or its proposed guarantor's most recent independently-audited financial statements, or Form 10K (if applicable), for the last three fiscal years, and its or its proposed guarantor's most recent quarterly unaudited financial statements or Form 10-Q (if applicable) and other financial and other pertinent credit information.

- b. Security Requirements.

The amount of the security required must be and remain commensurate with the financial risks placed on the Company by that CRES Provider, including recognition of that CRES Provider's performance. The Company will provide an initial estimate of the CRES Provider's security requirements, and on a forward/ongoing basis, the Company will calculate the amount of the CRES Provider's security requirements and provide notifications, from time to time, as to the amount of security required of the CRES Provider. CRES Provider will meet and satisfy any requests for security required no later than the third business day after the Company's request. Upon request, information regarding the calculation of security requirements will be provided by the Company.

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

The Company will review and determine if the CRES Provider has, and maintains, stable, or better, minimum investment grade senior unsecured (un-enhanced) long-term debt ratings from any two of the following three rating agencies; provided, however, that the Company may limit the amount of unsecured credit to be granted to such CRES Provider if the Company reasonably determines that such limitation is necessary to protect the Company from an unacceptable level of risk. If the CRES Provider or its guarantor is rated by only two rating agencies and the ratings are split, the lower rating will be used. If the CRES Provider or its guarantor is rated by three rating agencies and the ratings are split, the lower of the two highest ratings will be used; provided that, in the event that the two highest ratings are common, such common rating will be used.

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

The Company shall make reasonable alternative credit arrangements with a CRES Provider that is unable to meet the minimum investment grade rating requirements set forth above to satisfy the security requirements or with those CRES Providers whose security requirements exceed their allowed unsecured credit limit. The CRES Provider may choose from any of the following credit arrangements, which must be in an acceptable format: (i) a guaranty of payment on behalf of CRES Provider from (a) a related U.S. entity who meets the minimum investment grade rating requirements in the Company's prescribed guaranty format or (b) a related foreign (non-U.S.) entity who meets the minimum investment grade rating requirements and uses the Company's prescribed guaranty format (or a format mutually acceptable to Company and such entity that provides substantially similar credit protections to the credit protections provided to the Company by the Company's prescribed guaranty format for a related U.S. entity) and complies with the Company's requirement for foreign guarantors by meeting the following minimum requirements: (1) such guaranty is a financial guaranty, not a performance guaranty, (2) such guaranty must be an unconditional guaranty of payment of all amounts due from CRES Provider pursuant to Section 31.24, and the Company Tariff and EDU Registration Agreement and all other agreements must be expressly identified in the guaranty, and satisfaction of obligations through performance may not be authorized, (3) such guaranty may be terminated upon not less than sixty (60) days prior written notice to AEP Ohio, which termination shall be effective only upon receipt by the Company of alternative means of security or credit support, as specified in the Tariff, and when such termination is effective, obligations existing prior to the time the expiration or termination is effective, shall remain guaranteed under such guaranty until finally and fully performed; (4) certification from guarantor that form of guaranty has been in general use by the submitting party in its ordinary course of business over the past twelve months, subject to changes needed to conform to the Company's minimum requirements, (5) the guaranty must be a guaranty of payment, and not of collection; (6) assignment of such guaranty shall not be permitted by the guarantor without the prior

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written consent of the Company, (7) an enforceability opinion from the entity's outside counsel from a law firm of national (i.e. United States) standing;

(ii) an irrevocable Letter of Credit (as further defined below);

(iii) a cash deposit from the CRES Provider in U.S. Dollars, provided, further if a third party is providing such cash deposit for and on behalf of the CRES Provider, the Company may accept such deposit from a third party if it otherwise meets AEP Ohio's security requirements: or

(iv) a Surety Bond issued by a financial institution with at least an "A" rating or higher as rated by AM Best and/or an "A" rating or higher from Standards & Poor's, valid for a period of not less than one year and renewable annually; with terms and conditions that require payment within ten (10) days after delivery by the Company of a written demand to Surety for payment, and the terms and conditions of the Surety provides substantially similar credit protections to the credit protections provided to the Company by the other forms of acceptable collateral, including without limitation a waiver of the supplier's right to assert against the Company any defense (legal or equitable), counterclaim, setoff, cross-claim, or any other claim, an express waiver and agreement not to assert any defenses arising out of bankruptcy, insolvency, dissolution or liquidation of the supplier, including, without limitation, any defense relating to the automatic stay.

The amount and type of the security required must be and remain commensurate with the financial risks placed on the Company by that CRES Provider, including recognition of that CRES Provider's performance. "Letter of Credit" means a standby irrevocable letter of credit acceptable to the Company issued by a U.S. bank or financial institution with a minimum "A-" senior unsecured debt rating (or, if unavailable, corporate issuer rating) from S&P or a minimum "A3" senior unsecured debt rating (or, if unavailable, corporate issuer rating) from Moody's, in a format acceptable to and approved by the Company. An acceptable and approved Letter of Credit format is available at the Company's website.

c. Interest on Cash Deposits

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

d. On-going Security Maintenance

The Company reserves the right to review each CRES Provider's security requirements at any time. The CRES Provider must provide current financial and credit information. In addition, the CRES Provider may request re-evaluation at any time. It is anticipated that demand, unanticipated market movements and economic reasons will result in security requirements nearing or exceeding the prescribed amount of security. It is also noted that additional security may be required due to a degradation of the amount or form of security held, or repayment ability of a CRES Provider. Any subsequent review or re-evaluation of a CRES Provider's creditworthiness may result in the CRES Provider being required to post security not previously requested. The new, additional or change in the security requirement will be necessary to enhance, restore or maintain the Company's protection from financial risks placed on the Company. In the alternative, the Company may limit a CRES

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Provider's level of participation or remove the CRES Provider from further participation in the Company's Choice Program.

e. Grant of Security Interest in Collateral.

To secure the CRES Provider's obligations under this Tariff and to the extent the CRES Provider delivers collateral to the Company ("Secured Party") in the form of cash or cash equivalent collateral and any and all proceeds resulting therefrom or the liquidation thereof, whether now or hereafter held by, on behalf of or for the benefit of, such Secured Party, and the CRES Provider agrees to take such action as the Company reasonably requires in order to perfect the Secured Party's first-priority security interest in, and lien on (and rights of setoff against), such collateral and any and all proceeds resulting therefrom or from the liquidation thereof. Upon or any time after the occurrence and during the continuation of an Event of Default, the Company may do any one or more of the following: (i) exercise any of the rights and remedies of a Secured Party with respect to all collateral, including any of the rights and remedies under law then in effect; (ii) exercise its rights of setoff against any and all property of the CRES Provider in the possession of the Company or Company's agent; (iii) draw on any outstanding Letter of Credit issued for its benefit; and (iv) liquidate all collateral then held by or for the benefit of the Secured Party free from any claim or right of any nature whatsoever of the CRES Provider. As a Secured Party, the Company shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce the CRES Provider's obligations under the Agreement, with the CRES Provider remaining liable for any amounts owing to the Company after such application.

### 32.10 CUSTOMER ENROLLMENT PROCESS

a. Pre-Enrollment Customer Information List

Upon request, the Company will electronically provide to any CRES Provider certified by the Commission the most recent Customer Information List. The Company may request the CRES Provider to pay a one-time fee of \$150.00 per Company rate zone list provided.

The Company will offer the Customer Information List with updates available monthly. Once the list has been updated, a CRES Provider must use the most current Customer Information List to contact customers, but CRES Providers shall not be required to purchase subsequent lists.

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

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

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

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Mailing city  
Mailing state and zip code  
Rate schedule under which service  
is rendered  
Rider (if applicable)  
Customer load profile reference category  
Switched Status  
Meter type (if readily available)  
Whether the service address is set to  
Net Metering status  
Mercantile Customer Indicator  
Interval meter data indicator (if readily  
available)  
Budget bill / PIPP indicator  
Meter reading cycle  
Most recent twelve (12) months of historical consumption data  
(actual energy usage and demand, current and future Peak Load  
Contribution Network Service Peak Load, if available) (provided  
in values of four or more digits)  
Total premise loss factor value

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

b. CRES Provider Requests for Customer Information

CRES Providers certified by the Commission may request historical interval meter data through an Electronic Data Interchange transaction ("EDI Transaction") after receiving the appropriate customer authorization. The interval meter data will be transferred in a standardized EDI transaction. The CRES Provider will be responsible for the incremental costs incurred to prepare and send such data.

c. CRES Provider Enrollment Requests

Enrollment of a customer is done through an Electronic Data Interchange enrollment ("EDI Enrollment"), which may be submitted only by a CRES Provider.

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

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All EDI Enrollments will be submitted to the Company no more than thirty (30) calendar days prior to the scheduled meter reading date when the CRES Provider desires the switch to occur, unless otherwise agreed upon by the parties. The Company will process all valid EDI Enrollments and send the confirmation notice to the customer within two (2) business days. Simultaneous with the sending of the confirmation notice to the customer, the Company will electronically advise the CRES Provider of acceptance. Notice of rejection of the EDI Enrollment to the CRES Provider shall be sent within one business day, if possible, but in no event later than four (4) calendar days, and include the reasons for the rejection. The customer has seven (7) calendar days from the confirmation notice to cancel the contract without penalty. If the customer cancels the contract, the Company shall send a drop notice to the CRES Provider and the previous CRES Provider will continue to serve the customer under the terms and conditions in effect prior to submission of the new EDI Enrollment.

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

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

d. Government Aggregation Customer Information List

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

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

The Company will notify CRES Providers in advance of any proposed changes to the actual format or file containing its Government Aggregation Customer Information List.

### 32.11 CONFIDENTIALITY OF INFORMATION

All confidential or proprietary information made available by one party to the other in connection with the registration of a CRES Provider with the Company and/or the subsequent provision and receipt of service under these Supplier Terms and Conditions of Service, including but not limited to load data, and information regarding the business processes of a party and the computer and communication systems owned or leased by a party, shall be used only for purposes of registration with the Company, receiving or providing service

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under these Supplier Terms and Conditions of Service and/or providing Competitive Retail Electric Service to customers in the Company's service territory. Other than disclosures to representatives of the Company or the CRES Provider for the purposes of enabling that party to fulfill its obligations under these Supplier Terms and Conditions of Service or for the CRES Provider to provide Competitive Retail Electric Service to customers in the Company's service territory, a party may not disclose confidential or proprietary information without the prior authorization and/or consent of the other party.

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

## 32.12 LOSSES

The Transmission Provider may provide both transmission and distribution losses as required to serve customers at various delivery voltages. Customers served at transmission and subtransmission voltages require no additional losses other than the losses specified in the applicable Open Access Transmission Tariff. Customers served at primary distribution voltage require 2.0% additional average losses of amounts received by the Company for delivery to the customer. Customers served at secondary distribution voltage require 5.4% additional average losses of amounts received by the Company for delivery to the customer.

## 32.13 METER SERVICE PROVIDERS (MSPs)

Meters shall be provided and maintained by the Company unless the customer selects a MSP to provide metering services. Unless otherwise specified, such meters shall be and remain the property of the Company. MSPs desiring to provide service to customers in the Company's Service Territory must submit a written application to the Company in order to provide metering services for ownership, installation, inspection and auditing. Such application shall include the following:

- a. A \$500.00 initial registration fee payable to the Company and a \$100.00 annual registration fee thereafter.
- b. Proof of creditworthiness to the Company, including an appropriate financial instrument to be held by the Company and used in the event of damages as a result of the MSP's actions.
- c. The name of the MSP, business and mailing addresses, and the names, telephone numbers and e-mail addresses of appropriate contact persons, including the 24-hour emergency contact telephone number and emergency contact person(s).
- d. Details of the MSP's dispute resolution process for customer complaints.
- e. A signed statement by the officer(s) of the MSP committing it to adhere to the Company's open access distribution schedules, Terms and Conditions of Open Access Distribution Service, Supplier Terms and Conditions of Service and any additional requirements stated in any agreement between the MSP and the Company regarding services provided by either party.

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- f. Proof of an electrical subcontractor's license issued by the Ohio Department of Commerce, including the name of the person or entity to which the license has been issued, license number and expiration date. Certification may require an employee to be a licensed electrician in the service area where work is performed.
- g. Description of the (a) applicant's electric meter installation, maintenance, repair and removal experience, (b) applicant's training and experience regarding electrical safety and (c) educational and training requirements in electrical work and safety that the MSP will require from its employees before they are permitted to install, maintain, repair or remove electric meters or metering devices.

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

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

## 32.14 METER DATA MANAGEMENT AGENTS (MDMAs)

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

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

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- b. Proof of creditworthiness to the Company, including an appropriate financial instrument to be held by the Company and used in the event of damages as a result of the MDMA's actions.
- c. The name of the MDMA, business and mailing addresses, and the names, telephone numbers and e-mail addresses of appropriate contact persons, including the 24-hour emergency contact telephone number and emergency contact person(s).
- d. Details of the MDMA's dispute resolution process for customer complaints.
- e. A signed statement by the officer(s) of the MDMA committing it to adhere to the Company's Open Access Distribution Schedules, Terms and Conditions of Open Access Distribution Service, Supplier Terms and Conditions of Service and any additional requirements stated in any agreement between the MDMA and the Company regarding services provided by either party.
- f. Description of the (a) applicant's experience in meter reading, data validation, editing and estimation, and other data management activities and (b) educational and training requirements that the MDMA will require from its employees before they are permitted to perform such meter reading, data validation, editing and estimating and other data management activities.

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

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

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- h. The MDMA shall comply with the Company's time requirements for the posting of validated meter reading data on the MDMA server.
- i. The MDMA is responsible for acquiring the right of ingress and egress from the customer to perform its functions. When necessary, the MDMA must also seek written approval and secure from the customer any keys necessary to access locked premises.
- j. The MDMA is responsible for identifying suspected cases of the unauthorized use of energy and shall report such concerns to the customer's CRES Provider, Transmission Provider and the Company. The CRES Provider shall resolve such concerns and pursue the appropriate legal response and all necessary parties shall support this action. The customer's supplier of meter services (MSP or the Company) shall make the necessary meter corrections and/or repairs, and then notify the MDMA who shall correct the previous meter usage data and provide to the appropriate entities such data as required for billing, settlement, scheduling, forecasting and other functions. Any billing corrections shall be consistent with the provisions of the Company's Terms and Conditions of Service for Open Access Distribution Service.
- k. The MDMA is responsible for detecting and immediately notifying the Company of hazardous conditions noted at the customer's electrical service and meter installation.
- l. The MDMA is responsible for recording and notifying the Company of conditions detected on the customer's premises which present potential for injury.
- m. The MDMA shall be responsible for conforming to Company standards for sealing and resealing meters as well as properly resetting and sealing demand measurement devices.

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

The Company may conduct periodic workshops with CRES Providers to solicit input regarding additional data elements that may be appropriate for inclusion in the electronic system used to transmit usage information.

**32.15 CONSOLIDATED BILLING BY A BILLING AGENT (BA)**

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

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

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- c. The name of the BA, business and mailing addresses, and the names, telephone numbers and e-mail addresses of appropriate contact persons, including the 24-hour emergency contact telephone number and emergency contact person(s).
- d. Details of the BA's dispute resolution process for customer complaints.
- e. A signed statement by the officer(s) of the BA committing it to adhere to the open access distribution schedules, Terms and Conditions of Open Access Distribution Service, Supplier Terms and Conditions of Service and any additional requirements stated in any agreement between the BA and the Company regarding services provided by either party.
- f. Description of the (a) applicant's training and experience in billing collections, payment services and billing inquiries and (b) educational and training requirements for BA employees regarding such services.
- g. The Company and the BA must agree to common data formats for the exchange of billing data.

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

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

**32.16 CONSOLIDATED BILLING BY THE COMPANY**

Upon request, pursuant to Section 31.22 of these Supplier Term and Conditions of Service, the Company will offer rate-ready or bill-ready Company-issued consolidated bills to customers receiving service from a CRES Provider upon designation of the rate-ready or bill-ready option, as applicable, in the Electric Distribution Utility/ Competitive Retail Electric Service Provide Agreement. Company-issued consolidated billing will include budget billing as an option. The CRES Provider must electronically provide all information in a bill-ready format.

**32.17 METERING AND LOAD PROFILING**

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All customers with a maximum monthly billing demand of 200 kW or greater for the most recent twelve (12) months shall install a dedicated phone line, or other mechanism deemed to be sufficient by the Company to enable interval metering and be interval metered. The customer or the customer's CRES Provider may request an interval meter for customers with maximum monthly billing demands less than 200 kW.

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

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

Service Performed During Normal Business Hours	Charge (\$)
Connect phone line to meter at a time other than the initial interval meter installation	57.00
Perform manual meter reading	43.00
Check phone line and perform manual meter reading due to communication loss	47.00
Replace surge protector	119.00
Replace modem board	210.00

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

If an interval meter is required, the Customer must approve a work order for an interval meter installation before the Company will accept an enrollment EDI transaction. For Customers that will have an interval meter installed for the requested service, service may begin, assuming the Company has an approved work order for the interval meter installation. A Company load profile will be used for settlement. Consumption meter reads will continue to be used for billing. This will be the approach during the period between the Customer's request for an interval meter and the Company's installation of such a meter.

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

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

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

Data from interval-metered end-use customers will also be collected at least monthly by the Company on a billing cycle basis. Nothing in this section shall prohibit the use of interval usage for settlement purposes if agreed to in the future.

**32.18 DEPOSITS**

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

**32.19 LIABILITY AND INDEMNIFICATION****a. General Limitation on Liability**

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

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## b. Limitation on Liability for Service Interruptions and Variations

The company does not guarantee continuous regular and uninterrupted supply of service. The Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. The Company is also not liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's control.

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

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

## d. Commission Approval of Limitations on Liability.

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

## e. Indemnification.

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

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

## 32.20 COMPETITIVE SERVICE PROVIDER'S LIABILITY

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

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

## 32.21 METER ACCURACY AND TESTS

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

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

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

## 32.22 BILLING SERVICES

## a. Billing Options

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

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and the Company shall make a correction in a succeeding billing period. The CRES Provider is responsible for receiving and resolving all customer rate disputes involving charges for services received from the CRES Provider. The Company may provide input to customer rate dispute processes to the extent necessary. From and after the date of termination of Company Consolidated Rate-Ready Billing or Company Consolidated Bill-Ready Billing, the Company shall have no further obligation beyond presenting the CRES Provider's charges for services rendered and to collect and remit payments to the CRES Providers on charges presented to the customer prior to such date of termination.

## b. Billing Cycle

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

## c. Generation Resource Mix.

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

## d. Setting Up CRES Provider Rates.

CRES Providers using the Consolidated and Rate-Ready Billing option must furnish specific rate information to the Company in a format acceptable for the Company's billing system. The CRES Providers using the Consolidated and Rate-Ready Billing option must furnish specific rate information to the Company in a format acceptable for the Company's billing system.

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

## e. Timetable for Setting up CRES Provider Rates.

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

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

## f. Electronic Transmission of Customer Billing Data.

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

## g. Company Consolidated and Rate-Ready Billing.

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

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

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3. The Company shall present charges on the next bill generated for the customer unless one or more of the following conditions apply: 1) the CRES Provider and the customer was terminated over 60 days before; 2) the Company no longer presents a bill to the customer because of a change in CRES Provider and billing option. If none of these exemptions apply, the Company will present the CRES Provider's charges on the next two consecutive scheduled billings after the relationship between the CRES Provider and the customer terminates.
  4. In the event any CRES Provider's charges are not included on a Company Consolidated Rate-Ready Billing for any reason, the only obligation the Company shall have is to include those charges on the next monthly bill unless one or more of the exempting conditions exists as described in the above paragraph. The Company shall not cancel/rebill any billing in which the CRES Provider submitted an incorrect rate code or validated an incorrect rate on the Business Partner Portal.
  5. The Company will charge hourly for administrative and technical support to institute program modifications associated with the implementation of consolidated billing on non-standard rates requested by the CRES Provider and reviewed and approved by the Company. A high level estimate of the work shall be provided and agreed upon in advance. The fixed rate for program modifications necessitated by a request for Consolidated and Rate-Ready Billing shall be \$95 per hour.
  6. Customer payments for CRES Provider charges will be remitted by the Company to the appropriate CRES Provider, subject to the payment provisions in Section 31.23 of these Supplier Terms and Conditions of Service.
  7. The Company shall reimburse the CRES Provider for all charges collected on behalf of the CRES Provider within three (3) business days following receipt of the customer's payment, when possible, but at least every two weeks. The Company will continue to bill for previous balances due the CRES Provider on the bill as long as the relationship between the CRES Provider and the customer exists, and for the two scheduled billing periods after the relationship terminates. If no payments are received from the customer after the Company has presented charges for these two scheduled billing periods, all unpaid balances, regardless of age, due the CRES Provider, will be electronically transmitted by the Company via an EDI 248 write off transaction to the CRES Provider. No payments will be forwarded to the CRES Provider after the acknowledgement of the receipt of such a transaction.
- h. Company Consolidated and Bill-Ready Billing.

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

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

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standard electronic format for presentation on the Company's current invoice to the customer.

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

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

9. Customer payments for CRES Provider charges will be remitted by the Company to the appropriate CRES Provider, subject to the payment provisions in Section 31.23 of these Supplier Terms and Conditions of Service. The Company will continue to bill for previous balances due the CRES Provider on the bill as long as the relationship between the CRES Provider and the customer exists, and for the two scheduled billing periods after the relationship terminates. If no payments are received from the customer after the Company has presented charges for these two scheduled billing periods, all unpaid balances, regardless of age, due the CRES Provider, will be electronically transmitted by the Company via an EDI 248 write off transaction to the CRES Provider. No payments will be forwarded to the CRES Provider after the acknowledgement of the receipt of such transaction

10. Within two (2) business days of any date on which the CRES Provider electronically transmits bill-ready charges to the Company, the Company shall transmit to the CRES Provider, via an EDI transaction 824, notice of rejected charges showing, by SDI, those CRES Provider charges that could not be posted to the specific customer's SDI for bill presentment and explaining why those charges could not be so posted by the Company. The CRES Provider shall correct or modify the charges and resubmit them to the Company and such charges will appear on the next Company consolidated bill presented to the customer. In the event any CRES Provider's charges are not included on a Company consolidated billing, for any reason, the only obligation the Company shall have is to include those charges on the next monthly bill unless one or more of the exempting conditions exist as described paragraph 2 of this subsection.

- i. Special Messages.

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

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

j. Financial Obligation – Dispute Resolution.

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

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

k. Billing Corrections

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

l. CRES Provider Billing Investigations

Billing investigations shall be limited to the most recent thirty-six (36) months.

m. Customer Load Reports

Requests from the CRES Provider to the Company for customer load data will be submitted to the Company and provided back to the CRES Provider using standard electronic format at no charge. Requests for manually prepared interval load data reports will be provided at a charge of \$50 to the CRES Provider.

32.23 CUSTOMER PAYMENT PROCESSING AND COLLECTIONS FOR CONSOLIDATED BILLING  
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Where the Company acts as the billing agent for the CRES Provider, the Company shall reimburse the CRES Provider for all charges collected on behalf of the CRES Provider within three (3) business days following receipt of the customer's payment, when possible, but at least every two (2) weeks. The Company will continue to bill for previous balances due the CRES Provider on the bill as long as the relationship between the CRES Provider and the customer exists, and for the two (2) scheduled billing periods after the relationship terminates. If no payments are received from the customer after the Company has presented charges for these two (2) scheduled billing periods, all unpaid balances, regardless of age, due the CRES Provider, will be electronically transmitted by the Company via an EDI write off transaction to the CRES Provider. No CRES Provider charges will be presented to the customer and no payment will be forwarded to the CRES Provider after the acknowledgement of the receipt of this transaction.

If the customer's CRES Provider defaults, the Company reserves the right to retain payments collected from the customer and to apply such payments to the Company's charges.

Partial payment from a customer shall be applied to the various portions of the customer's total bill in the following order: (a) past due CRES Provider payment arrangement charges (CPA); (b) past due Company Extended Payment Arrangements (EPA) charges and deposit payment agreement (DPA) charges; (c) past due CRES Provider charges; (d) past due Company charges; (e) current Company charges; (f) current CRES provider charges; and (g) other past due and current non-regulated charges.

**32.24 CRES PROVIDER BILLING TERMS AND CONDITIONS**

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

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

**32.25 DEFAULT SUSPENSION AND TERMINATION OF A CRES PROVIDER****a. Default.**

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

1. The CRES Provider fails to perform any material obligation under these Supplier Terms and Conditions of Service;
2. The CRES Provider fails to fully pay an invoice from the Company within three (3) business days following the due date of the invoice.

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3. The CRES Provider's credit exposure exceeds the unsecured credit limit or the Company's current collateral enhancement requirement by 5% or more and the CRES Provider has failed to comply with the Company's request for adequate security or adequate assurance of payment within three (3) business days of the Company's request.
  4. The Commission has decertified the CRES Provider or otherwise declared it ineligible to participate in the Ohio Customer Choice Program or the Company's Customer Choice Program.
  5. The CRES Provider's action or inaction has or will jeopardize the operational integrity, safety, or reliability of the Company's transmission or distribution system.
  6. The CRES Provider or the performing services on behalf of the CRES Provider, through actions or inactions, becomes in default of any agreement with or requirement of PJM.
  7. The CRES Provider misuses the Company Consolidated Bill-Ready Billing option by incorrectly using the name of the Company or the name of one of the Company's affiliates in a charge description or otherwise using this billing option in a misleading or defamatory manner.
  8. The CRES Provider voluntarily withdraws from the Company's Customer Choice Program without providing at least ninety calendar days' notice to the Company.
  9. The CRES Provider files a voluntary petition in bankruptcy; has an involuntary petition in bankruptcy filed against it; is insolvent; has a receiver, liquidator or trustee appointed to take charge of its affairs; has liabilities that exceed its assets; or is otherwise unable to pay its debts as they become due.
- b. Notice of Suspension or Termination.
- Notwithstanding any other provision of these Supplier terms and conditions of Service or, the Electric Distribution Utility/Competitive Retail Electric Service Provider Agreement, in the event of default, the Company shall serve written a notice of such default providing reasonable detail and a proposed remedy on the CRES Provider with a copy contemporaneously provided to the Commission. On, or after, the date the default notice has been served, the Company may file with the Commission a written request for authorization to terminate or suspend service to the CRES Provider. Except for default due to failure by the CRES Provider to deliver Competitive Retail Electric Service,, if the Commission does not act within ten (10) business days after receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the eleventh business day after receipt of the request by the Commission. If the default is due to failure by the CRES provider to deliver Competitive Retail electric Service and the Commission does not act within five (5) business days after receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the sixth business day after receipt of the request by the Commission. Terminations or suspensions shall require authorization from the Commission.

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## c. Notices.

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

## d. Effect of Suspension

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

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

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

## f. Effect of Termination on CRES Provider

The CRES Provider shall not be permitted to enroll any new end-use customers in the Company's Customer Choice Program unless it re-registers in the Company's Customer Choice Program, pursuant to the requirements of Section 31.8 of these Supplier Terms and Conditions of Service.

## 32.26 VOLUNTARY WITHDRAWAL BY A CRES PROVIDER

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

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

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## 32.27 DISPUTE RESOLUTION

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

## 32.28 CODE OF CONDUCT

1. The Company shall not release any proprietary customer information (e.g., individual customer load profiles or billing histories) to an affiliate, or otherwise, without the prior authorization of the customer, except as required by a regulatory agency or court of law.
2. The Company shall make customer lists, which include name, address and telephone number, available on a nondiscriminatory basis to all nonaffiliated and affiliated certified retail electric competitors transacting business in its service territory, unless otherwise directed by the customer. This provision does not apply to customer-specific information, obtained with proper authorization, necessary to fulfill the terms of a contract, or information relating to the provision of general and administrative support services.
3. Employees of the Company's affiliates shall not have access to any information about the Company's transmission or distribution systems (e.g., system operations, capability, price, curtailments, and ancillary services), that is not contemporaneously and in the same form and manner available to a nonaffiliated competitor of retail electric service.
4. The Company shall treat as confidential all information obtained from a competitive supplier of retail electric service, both affiliated and nonaffiliated, and shall not release such information unless a competitive supplier provides authorization to do so, or unless the information was or thereafter becomes available to the public other than as a result of disclosure by the company.
5. The Company shall not tie (nor allow an affiliate to tie) or otherwise condition the provision of the Company's regulated services, discounts, rebates, fee waivers, or any other waivers of the Company's ordinary terms and conditions of service, including but not limited to tariff provisions, to the taking of any goods and/or services from the Company's affiliates.
6. The Company shall not engage in joint advertising or marketing of any kind with its affiliates or directly promote or market any product or service offered by any affiliate. The Company shall also not give the appearance that the Company speaks on behalf of its affiliates or that the customer will receive preferential treatment as a consequence of conducting business with the affiliates.

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7. The Company, upon request from a customer, shall provide a complete list of all suppliers operating on the system, but shall not endorse any suppliers nor indicate that any supplier will receive preference because of an affiliate relationship.
8. The Company shall not trade upon, promote or advertise its affiliate relationship nor allow the Company name or logo to be used by the affiliate in any material circulated by the affiliate, unless it discloses in plain legible or audible language, on the first page or at the first point where the utility name or logo is mentioned, that:
  - a. The affiliate is not the same company as the Company;
  - b. The affiliate is not regulated by the Commission; and
  - c. The customer does not have to buy the affiliate's products in order to continue to receive quality, regulated service from the Company.

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

9. The Company shall provide comparable access to products and services related to tariffed products and services and specifically comply with the following:
  - (a) The Company shall be prohibited from unduly discriminating in the offering of its products and/or services;
  - (b) The Company shall apply all tariff provisions in the same manner to the same or similarly situated entities, regardless of any affiliation or nonaffiliation;
  - (c) The Company shall not, through a tariff provision, a contract, or otherwise, give its affiliates preference over nonaffiliated competitors of retail electric service or their customers in matters relating to any product and/or service;
  - (d) The Company shall strictly follow all tariff provisions;
  - (e) Except to the extent allowed by state law, the Company shall not be permitted to provide discounts, rebates, or fee waivers for any state regulated monopoly service; and
  - (f) Violations of the provisions of this rule shall be enforced and subject to the disciplinary actions described in divisions (C) and (D) of Section 4928.18, Ohio Revised Code.
10. Notwithstanding any provision of this Code of Conduct, in a declared emergency situation, the Company may take actions necessary to ensure public safety and system reliability. The Company shall maintain a log of all such actions that do not comply with this Code of Conduct, which log shall be review by the Commission.
11. The Company shall establish a complaint procedure for the issues concerning compliance with this rule. All complaints, whether written or verbal, shall be referred to the general counsel of the Company or their designee. The legal counsel shall orally acknowledge the complaint within five (5) business days of its receipt. The legal counsel shall prepare a written statement of the complaint that shall contain the name of the complainant and a detailed factual report of the complaint, including all relevant dates, companies involved,

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employees involved, and the specific claim. The legal counsel shall communicate the results of the preliminary investigation to the complainant in writing within thirty (30) days after the complaint was received, including a description of any course of action that was taken. The legal counsel shall keep a file in the Cost Allocation Manual, of all such complaint statements for a period of not less than three (3) years. This complaint procedure shall not in any way limit the rights if a party to file a complaint with the Commission.

## 33. MINIMUM REQUIREMENTS FOR INTERCONNECTION SERVICE

Applicability

This tariff is applicable to any customer with cogeneration, small power production facilities, and/or other on-site facilities producing electrical energy who wishes to operate such facilities in parallel with the Company's transmission and distribution systems. This tariff is not applicable to the interconnection and parallel operation of facilities which the Federal Energy Regulatory Commission has determined to be subject to its jurisdiction. A customer who has a facility that does not qualify for interconnection service pursuant to the PUCO's interconnection service rules (O.A.C. § 4901:1-22) may negotiate a separate interconnection agreement with the Company and the terms and conditions of this tariff shall apply to such customers to the extent that the negotiated interconnection agreement does not conflict with this tariff.

Purpose

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

Definitions

(A) "Applicant" means the person requesting interconnection service and may be any of the following:

(1) A customer generator as defined by division (A)(29) of section 4928.01 of the Revised Code.

(2) A self-generator as defined by division (A)(32) of section 4928.01 of the Revised Code.

(3) The owner or operator of distributed generation as defined in paragraph (K) of this rule.

(B) "Application" means a request to an electric distribution utility (EDU) using the format set forth on the web site of the public utilities commission of Ohio for interconnection of distributed generation to the electric distribution system owned by the EDU.

(C) "Area network" means a type of electric distribution system served by multiple transformers interconnected in an electrical network circuit, which is generally used in large metropolitan areas that are densely populated, in order to provide highly reliable service. Area network has the same

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meaning as the term "distribution secondary grid network" found in institute of electrical and electronics engineers (IEEE) standard 1547 sub clause 4.1.4.

(D) "Automatic sectionalizing device" means any self-contained, circuit-opening device used in conjunction with a source-side protective device, which features automatic reclosing capability.

(E) "Backup electricity supply" means replacement electric power supplied to an applicant by the EDU at a tariff rate or alternatively, as a market-based option or by a competitive retail electric service provider of the applicant's choice at a rate to be determined between the provider and the applicant.

(F) "Business Day" means any day which is not a Saturday, Sunday, or legal holiday.

(G) "Calendar Day" means any day, including Saturday, Sunday, and legal holidays.

(H) "Commission" means the public utilities commission of Ohio.

(I) "Competitive retail electric service" means a component of retail electric service that is competitive as provided under division (B) of section 4928.01 of the Revised Code.

(J) "Cost recovery" means collection, upon approval by the commission pursuant to its authority under section 4909.15 of the Revised Code, of such documented EDU interconnection costs that are incurred at reasonable levels for prudent purposes and that are over and above the review processing fees set forth in rules 4901:1-22-06 to 4901:1-22-08 of the Administrative Code.

(K) "Distributed generation" is a general term for all or part of a system of a distributed electrical generator or a static inverter either by itself or in the aggregate of twenty megawatts or less in size together with all protective, safety, and associated equipment installed at a point of common coupling on the EDU's distribution system in close proximity to the customer load.

(L) "Electric distribution utility" or (EDU) means an electric distribution utility, which is an investor-owned electric utility that owns and operates a distribution wires system and supplies at least retail electric distribution service.

(M) "Equipment package" means distributed generation facility assembled to include not only a generator or electric source but related peripheral devices that facilitate operation of the distributed generation.

(N) "Expedited procedure" means a review process for certified distributed generation that passes a certain pre-specified review procedure, has a capacity rating of two megawatts or less, and does not qualify for simplified procedures.

(O) "Interconnection" means the physical connection of the applicant's facilities to the EDU's system for the purpose of electrical power transfers.

(P) "Interconnection point" means the point at which the applicant's distributed generation facility physically connects to the EDU's system.

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(Q) "Interconnection service" means the services provided by an EDU or transmission provider for the applicant's distributed generation facility.

(R) "Line section" means either that portion of an EDU's electric system connected to a customer bounded by automatic sectionalizing devices, the end of the distribution line, or a line segment identified as appropriate for study by a utility engineer.

(S) "Minor modification" to an interconnection application means a change in the technical characteristics that improves the reliability, safety and compatibility of the interconnection with the electric distribution system while not materially increasing the size or cost of the intended distributed generation facility installation.

(T) "Parallel operation with the EDU's system" means all electrical connections between the applicant's distributed generation facility and the EDU's system that are capable of operating in conjunction with each other.

(U) "Point of common coupling" means the point which the distributed generation facility is connected to the EDU's system.

(V) "Reliability" means the degree of performance of the elements of the electric system that results in electricity being delivered to and from an applicant in the amount desired while avoiding adverse effects on the adequacy and security of the electric supply, defined respectively as:

(1) The ability of the electric system to supply the aggregate electrical demand and energy requirements at all times, taking into account scheduled and unscheduled outages of system elements.

(2) The ability of the electric system to withstand sudden disturbances such as electric short circuits or unanticipated loss of system elements.

(W) "Retail electric service provider" means any entity in this state that provides retail electric service as defined by division (A)(27) of section 4928.01 of the Revised Code.

(X) "Sale for resale" means a sale of energy to an energy supplier, electric utility or a public authority for resale purposes.

(Y) "Scoping meeting" means a meeting between representatives of the applicant and the EDU conducted for but not limited to the following purposes:

(1) To discuss alternative interconnection options.

(2) To exchange information including any electric distribution system data and earlier study evaluations that would be expected to impact such interconnection options.

(3) To analyze such information.

(4) To determine the potential points of common coupling.

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(Z) "Simplified procedures" means a review process for interconnection of inverter-based distributed generation twenty-five kilowatts or less in size on a radial or spot network system under certain conditions.

(AA) "Standard procedure" means a review process for interconnection of any generating facility(s) that has a power rating of twenty megawatts or less, not qualifying for either simplified or expedited interconnection review processes.

(BB) "Spot network," as defined by IEEE standard 1547 sub clause 4.1.4, means a type of electric distribution system that uses two or more inter-tied transformers to supply an electrical network circuit and is generally used to supply power to a single customer or a small group of customers.

Scope and application

(A) The rules in this chapter are intended to do all of the following:

(1) Make compliance within this chapter not unduly burdensome or expensive for any applicant in accordance with division (A) of section 4928.11 of the Revised Code.

(2) Establish uniform nondiscriminatory, technology-neutral procedures for interconnecting distributed generators to distribution facilities in a manner that protects public and worker safety and system reliability.

(3) Apply in the entire territory where commission-approved tariffs apply to those situations where an applicant seeks to physically connect distributed generation to, and operate it in parallel with, the EDU's distribution system.

(4) Provide three review options for an applicant's request for interconnection with the EDU including simplified procedures, expedited procedures, and standard procedures.

(B) Each EDU in the state of Ohio shall file uniform interconnection service tariffs for commission review and approval pursuant to division (A) of section 4928.11 of the Revised Code, that includes the procedures and technical requirements set forth in this chapter for interconnection service on a first-come, first-served basis.

(C) The rules in this chapter shall not relieve any applicant from complying with all applicable federal, state, and local laws and ordinances.

Industry standards

The safety and performance standards established by the institute of electrical and electronics engineers (IEEE), the underwriters laboratory (UL), and the National Electric Code (NEC), as included in this chapter by reference, and as required consistent with division (B)(4) of section 4928.67 of the Revised Code, shall be the effective version at the time the applicant applies for interconnection.

General provisions

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## (A) Prohibitions

(1) In accordance with the EDU's code of conduct adopted pursuant to section 4928.17 of the Revised Code, an EDU or its affiliates shall not use, without the customer's consent, such knowledge of proposed interconnection service to prepare competing proposals to the interconnection service that offer either discounted rates in return for not providing the interconnection service or competing generation.

(2) No EDU shall reject, penalize, or discourage the use or development of new technology for interconnection service in accordance with division (A) of section 4928.11 of the Revised Code.

## (B) Pre-application

(1) The EDU will designate an employee or office from which information on the requirements for EDU's application review process can be obtained through an informal request by the applicant that includes discussion of the following:

(a) The applicant's proposed interconnection of a distributed generation facility at a specific location on the EDU's distribution system.

(b) Qualifications under EDU's level 1, level 2 or level 3 review procedures.

(2) In addition to the information described in paragraph (B)(1) of this rule, which may be provided in response to an informal request, an applicant may submit a formal request along with a non-refundable processing fee of three hundred dollars for a pre-application report on a proposed project at a specific site. The EDU shall provide the pre-application data described in paragraph (B)(3) of this rule to the applicant within ten business days of receipt of the written request and payment of the three hundred dollar processing fee.

(3) The pre-application report will include the following information:

(a) Total generation capacity (in megawatts) of substation/area bus, bank or circuit based on normal or operating ratings likely to serve the proposed site.

(b) Existing aggregate generation capacity (in megawatts) interconnected to a substation/area bus, bank or circuit, which is the online amount of generation, likely to serve the proposed site.

(c) Aggregate queued generation capacity (in megawatts) for a substation/area bus, bank or circuit, which is the amount of generation in the queue likely to serve the proposed site.

(d) Available generation capacity (in megawatts) of substation/area bus or bank and circuit most likely to serve the proposed site, which is the total capacity less the sum of existing aggregate generation capacity and aggregate queued generation capacity.

(e) Substation nominal distribution voltage and/or transmission nominal voltage, if applicable.

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- (f) Nominal distribution circuit voltage at the proposed site.
- (g) Approximate circuit distance between the proposed site and the substation.
- (h) Relevant line section(s) peak load estimate, and minimum load data, when available.
- (i) Number and rating of protective devices and number and type (standard, bi-directional) of voltage regulating devices between the proposed site and the substation/area. Identify whether substation has a load tap changer.
- (j) Number of phases available at the site.
- (k) Limiting conductor ratings from the proposed point of interconnection to the distribution substation.
- (l) Based on the proposed point of interconnection, existing or known constraints such as, but not limited to, electrical dependencies at that location, short circuit interrupting capacity issues, power quality or stability issues on the circuit, capacity constraints, or secondary networks.

(4) The pre-application report need only include pre-existing data. A pre-application report request does not obligate the EDU to conduct a study or other analysis of the proposed generator in the event that data is not readily available. If the EDU cannot complete some of a pre-application report due to lack of available data, the EDU shall provide the applicant with a pre-application report that includes the data that is available.

## (C) Application processing

- (1) EDUs shall process all applications for interconnection service and parallel operation with the EDU's system in a nondiscriminatory manner and in the order in which they are received.
- (2) Where minor modifications to a pending application are required during the EDU's review of the application, such minor modifications shall not require a new or separate application to be filed by the applicant.
- (3) When an application is submitted, the EDU shall determine whether the application is complete and provide the applicant with a written or email notice of receipt within ten business days after the application has been received.
- (4) If the EDU determines that the application is complete, the EDU shall issue a notice of receipt with the following:
  - (a) A copy of the applicable review process.
  - (b) A target date for processing the application.

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(5) If the EDU determines that the application is incomplete, the EDU shall issue a notice of receipt with the following:

- (a) A copy of the application review process.
- (b) A checklist or description of the information needed to complete the application.
- (c) A statement that processing the application cannot begin until the needed information is received.

(6) Upon receiving any necessary application materials missing from the original application, the EDU shall provide the applicant with a second, written or email notice establishing a target date for processing the application.

(7) If an EDU determines that it cannot connect the applicant's facility within the time frames stated in this chapter, it will notify the applicant in writing of that fact within ten business days after the application has been received. The notification must include the following:

- (a) The reason or reasons interconnection service could not be performed within the time frames stated in this rule.
- (b) An alternative date for interconnection service.

(D) Compliance with national industry standards

An EDU shall file tariffs for uniform interconnection service with the commission that are consistent with the following:

- (1) The institute of electric and electronics engineers 1547 standard, effective as set forth in rule 4901:1-22-03 of the Administrative Code.
- (2) Underwriters laboratory 1741 standard for inverters, converters, and controllers for use in independent power systems, effective as set forth in rule 4901:1-22-03 of the Administrative Code.
- (3) The appropriate criteria and interconnection parameters for the customer's technology, so as not to impose technical and economic barriers to new technology or the development, installation, and interconnection of an applicant's facilities, pursuant to division (A) of section 4928.11 of the Revised Code.

(E) Metering

Any metering installation, testing, or recalibration performed by the EDU at the request of the applicant for installation of the applicant's distributed generation facility shall be provided consistent with the electric service and safety standards pursuant to Chapter 4928 of the Revised Code, and rule 4901:1-10-05 and , as applicable, paragraph (C) of rule 4901:1-10-28 of the Administrative Code. Interconnection requested by the applicant for the purposes of net metering must follow the commission's net metering rules promulgated pursuant to division (A)(31) of section 4928.01 of the Revised Code. Any exception to the net metering rules

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shall be implemented in accordance with any special metering or communication infrastructure ordered by the commission.

(F) Disposal of excess energy produced by the applicant's distributed generation

(1) An applicant proposing to install a self-generator as defined in division (A)(32) of section 4928.01 of the Revised Code for the purposes of selling excess electricity to retail electric service providers as a competitive service to the extent not preempted by federal law must first seek certification of managerial, technical and financial capability consistent with section 4928.08 of the Revised Code.

(2) An applicant requesting interconnection for the purpose of selling energy to any party as a sale for resale or as a wholesale transaction may be subject to applicable rules for regional interstate sales at wholesale prices in markets operated by independent transmission system operators or regional transmission operators under the jurisdiction of the federal energy regulatory commission.

(G) Construction or system upgrades of the EDU's system

(1) Where construction or system upgrades of the EDU's system are required by the applicant's installation of a distributed generation facility, the EDU shall provide the applicant with an estimate of the timetable and the applicant's cost for the construction or system upgrades, consistent with the provisions of this chapter.

(2) All construction or distribution system upgrade costs shall be the responsibility of the interconnection applicant.

(3) If the applicant desires to proceed with the construction or system upgrades, the applicant and EDU shall enter into a contract for the completion of the construction or system upgrades.

(4) All construction and system upgrade cost estimates and invoices shall be itemized and clearly explained.

(5) Interconnection service shall take place no later than two weeks following the completion of such construction or system upgrades.

Application requirements for interconnection

(A) Application forms

(1) Each applicant for interconnection to an EDU's system shall complete either of the following:

(a) A "short form" application for interconnection of distributed generators that are twenty-five kilowatts or less and utilize equipment that is certified in compliance with IEEE 1547 standard and UL 1741 standard, as set forth in rule 4901:1-22-03 of the Administrative Code.

(b) A standard application for interconnection of generation equipment that does not qualify for a "short form" application.

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(2) The application form shall follow the format and content set forth on the commission's website, and must be submitted to the EDU from which the applicant receives retail electric distribution service. Application forms will be available from the applicant's local EDU. The applicant's completed application form should not be sent to the commission for the purposes of review and approval.

(3) The applicant also is advised to refer to the "applicant's checklist" found on the commission website to determine whether to complete the "short form" or the standard form to request interconnection service.

## (B) Certified equipment

(1) Each applicant shall provide the EDU a description of the applicant's distributed generation equipment package that is consistent with the following:

(a) An applicant's equipment package shall be considered certified for interconnected operation if it has been:

(i) Submitted by a manufacturer to a nationally recognized testing laboratory for certification.

(ii) Type-tested consistent with the institute of electrical and electronics engineers 1547.1 standard, effective as set forth in rule 4901:1-22-03 of the Administrative Code.

(iii) Listed by a nationally recognized testing and certification laboratory for continuous interactive operation with a utility grid in compliance with the applicable codes and standards listed in rule 4901:1-22-03 of the Administrative Code.

(b) Certified equipment does not include equipment provided by the EDU.

## (C) Equipment packages

(1) An applicant's equipment package shall include the following:

(a) All interface components including switchgear, inverters, or other interface devices.

(b) An integrated generator or electric source.

(c) Access for the EDU for commissioning purposes.

(d) A schedule for periodic compliance testing.

(2) If the applicant's equipment package includes only the interface components (switchgear, inverters, or other interface devices), then the applicant must show in writing that the generator or electric source to be used with the equipment package meets the following criteria

(a) Compatibility with the equipment package.

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(b) Consistency with the testing and listing specified for the package.

(D) Disconnect switch A disconnect switch provided, installed by, and paid for by the applicant, whether or not it is an integrated feature of the equipment package or a compatible external device, must meet the following criteria:

(1) The applicant's disconnect switch must be capable of isolating the distributed generation facility for the purposes of safety during EDU system maintenance and during emergency conditions.

(2) If the applicant's disconnect switch is external to the equipment package, it must be accessible to and lockable by the EDU personnel at either the primary voltage level, which may include load-break cutouts, switches and elbows, or the secondary voltage level, which may include a secondary breaker or switch.

(3) The applicant's disconnect switch must be clearly labeled as a distributed generation facility disconnect switch.

(E) Solar equipment

(1) In the case of solar equipment, the photovoltaic power source shall be clearly labeled in accordance with the requirements of the National Electric Code article 690, effective as set forth in rule 4901:1-22-03 of the Administrative Code, to identify the following:

(a) Operating current ( system maximum-power current).

(b) Operating voltage (system maximum-power voltage).

(c) Maximum system voltage.

(d) Short-circuit current.

(F) The EDU's review processing fees

(1) Each applicant shall pay the EDU's interconnection fees in accordance with the EDU's tariff for the EDU review and processing of an application, established at levels consistent with the distributed generation size and technology as well as the location on the electric distribution system of the interconnection.

(2) The EDU's review processing fee levels will apply in accordance with the EDU's tariff to all interconnections, including those for the purposes of net metering, combined heat and power or waste heat from industrial processes, as well as any customer-generator used for energy efficiency or the promotion and utilization of renewable or clean secondary fuels.

(3) Exception to the EDU's fee schedule may be determined by the EDU if the EDU invokes a fee-free feature on a nondiscriminatory basis.

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## (A) Level 1 qualifying criteria

In order for the application to be approved by the EDU under the level 1 simplified review procedure, the applicant's generating facility must meet the following requirements:

- (1) The generation facility must use inverter-based equipment that is certified in compliance with IEEE 1547 standard and UL 1741 standard, as set forth in rule 4901:1-22-03 of the Administrative Code.
- (2) The generation facility must have a nameplate capacity of twenty-five kilowatts or less.

## (B) Level 1 approval criteria

(1) The EDU shall approve an application for interconnection under level 1 simplified review procedures if the generation facility meets the following approval criteria:

- (a) The applicant's proposed distributed generation facility's point of common coupling is not on a transmission line.
- (b) For interconnection of a proposed distributed generation facility to a radial distribution circuit, the aggregated generation, including the proposed distributed generation facility, on the circuit shall not exceed fifteen per cent of the line section annual peak load as most recently measured at the substation.
- (c) The proposed distributed generation facility, in aggregation with other generation on the distribution circuit, shall not contribute more than ten per cent to the distribution circuit's maximum fault current at the point on the high voltage (primary) level nearest the proposed point of common coupling.
- (d) For interconnection of a proposed distributed generation facility to the load side of spot network protectors, the proposed distributed generation facility must utilize an inverter-based equipment package and, together with the aggregated other inverter-based generation, shall not exceed the smaller of five per cent of a spot network's maximum load or fifty kilowatts.
- (e) Direct current injection shall be maintained at or below five-tenths of a per cent of full rated inverter output current into the point of common coupling.
- (f) When a proposed distributed generation facility is single phase and is to be interconnected on a center tap neutral of a two hundred forty volt service, its addition shall not create an imbalance between the two sides of the two hundred forty volt service of more than twenty per cent of the nameplate rating of the service transformer.
- (g) The proposed distributed generation facility installation is certified to pass an applicable non-islanding test, or uses reverse power relays or other means to meet the unintentional islanding requirements of the institute of electrical and electronics engineers (IEEE) 1547 standard, effective as set forth in rule 4901:1-22-03 of the Administrative Code.

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(h) The proposed distributed generation facility installation complies with the IEEE 1547 standard and underwriters laboratory 1741 standard, as set forth in rule 4901:1-22-03 of the Administrative Code.

(2) Having complied with the parameters set forth in paragraph (B)(1) of this rule, the applicant's proposed distributed generation facility installation requires no further study by the EDU for the purpose of interconnection to the EDU's distribution system.

(C) Level 1 review timeframe

(1) Within fifteen business days after the EDU notifies the applicant that it has received a complete short form interconnection service application, the EDU shall perform a review using the criteria set forth in paragraph (B)(1) of this rule and shall notify the applicant of the results, and shall include with the notification copies of the analysis and data underlying the EDU's determinations under the criteria.

(2) If the proposed interconnection fails one or more of the screening criteria, the application shall be denied. At the applicant's request, the EDU shall provide copies of the analysis and data underlying the EDU's determinations under the criteria. Upon denial of the level 1 interconnection request, the applicant may elect to submit a new application for consideration under level 2 or level 3 procedures, in which case the queue position assigned to the level 1 application shall be retained.

(3) If the proposed interconnection meets the criteria, the application shall be approved and the EDU will provide the applicant a standard interconnection agreement within five business days after the determination. The standard interconnection agreement shall be consistent with the uniform requirements for an interconnection agreement in rule 4901:1-22-10 of the Administrative Code, and include a timetable for the physical interconnection of the applicant's proposed distributed generation facility to the EDU's system.

(D) Level 1 application fee

The EDU's tariff for a level 1 fee shall not exceed fifty dollars and may be waived.

Level 2 expedited review procedure

(A) Level 2 qualifying criteria

In order for the application to be reviewed by the EDU under the level 2 expedited review procedure, the applicant's generating facility must meet the following requirements:

(1) The generating facility utilizes equipment that is certified in compliance with IEEE 1547 standard and UL 1741 standard as set forth in rule 4901:1-22-03 of the Administrative Code.

(2) The generating facility does not meet the level 1 interconnection review requirements.

(3) The generating facility capacity does not exceed the limits identified in the table below, which vary according to the voltage of the line at the proposed point of interconnection. Distributed generation

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facilities located within 2.5 miles of a substation and on a main distribution line with minimum 600-ampere capacity are eligible for expedited review under the higher thresholds. These eligibility limits do not guarantee fast track approval.

Line Voltage	Expedited Review Regardless of Location	Expedited Review on a 600 amp line and within 2.5 feeder miles from substation
less than or equal to 5kV	less than or equal to 500 kW	less than 2 MW
5kV less than or equal to 15 kV	less than or equal to 2MW	less than 3 MW
15 kV less than or equal to 30 kV	less than or equal to 3MW	less than 4 MW
30 kV less than or equal to 69 kV	less than or equal to 4MW	less than 5 MW

## (B) Level 2 approval criteria

(1) The EDU shall approve an application for interconnection under level 2 review procedures if the generation facility meets the following criteria:

(a) The proposed distributed generation facility's point of interconnection is not on a transmission line.

(b) The proposed distributed generation facility complies with IEEE 1547 standard and UL 1741 standard, effective as set forth in rule 4901:1-22-03 of the Administrative Code.

(c) The proposed distributed generation facility is not located in an area where there are known or posted transient stability limitations to generating units located in the general electrical vicinity (for example, three or four distribution busses from the point of interconnection), or the proposed distributed generation facility shall not have interdependencies, known to the EDU, with earlier queued transmission system interconnection requests. The EDU shall not disclose confidential information in the application of this screen.

(d) For interconnection of a proposed distributed generation facility to a radial distribution circuit, the aggregated generation, including the proposed distributed generation facility, on the circuit shall not exceed fifteen per cent of the line section annual peak load as most recently measured at the substation. The application of this screen addresses back feed and islanding conditions.

(e) The proposed distributed generation facility, in aggregation with other generation on the distribution circuit, shall not contribute more than ten per cent to the distribution circuit's maximum fault current at the point on the primary voltage distribution line nearest the point of common coupling.

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(f) The proposed distributed generation facility, in aggregation with other generation on the distribution circuit, may not cause any distribution protective devices and equipment including substation breakers, fuse cutouts, and line reclosers, or other customer equipment on the electric distribution system, to be exposed to fault currents exceeding ninety per cent of the short circuit interrupting capability; nor shall an applicant requesting interconnection on a circuit that already exceeds ninety per cent of the short circuit interrupting capability be permitted.

(g) When a proposed distributed generation facility is single phase and is to be interconnected on a center tap neutral of a two hundred forty volt service, its addition shall not create an imbalance between the two sides of the two hundred forty volt service of more than twenty per cent of the nameplate rating of the service transformer.

(h) The proposed distributed generation facility shall be interconnected to the EDU's primary distribution system as shown below:

Primary Distribution Line Configuration	Interconnection to Primary Distribution Line
Three phase, three wire	If a three-phase or single-phase generating facility, interconnection must be phase-to-phase
Three phase, four wire	If a three-phase (effectively grounded) or single phase generating facility, interconnection must be line-to-neutral

(i) A review of the type of electrical service provided to the applicant, including line configuration and the transformer connection, will be conducted to limit the potential for creating over voltages on the EDU's electric distribution system due to a loss of ground during the operating time of any anti-islanding function.

(j) When the proposed distributed generation facility is to be interconnected on single-phase shared secondary line, the aggregate generation capacity on the shared secondary line, including the proposed distributed generation facility, will not exceed sixty-five per cent of the transformer nameplate rating.

(k) For interconnection of a proposed distributed generation facility to the load side of spot or area network protectors, the proposed distributed generation facility must utilize an inverter-based equipment package and, together with the aggregated other inverter-based generation, shall not exceed the lesser of five per cent of a spot or area network's maximum load or fifty kilowatts.

(l) Construction of facilities by the EDU on its own system is not required to accommodate the distributed generation facility.

(C) Level 2 review timeframe

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(1) Within twenty business days after the EDU notifies the applicant it has received a complete application, the EDU shall perform an initial review using the criteria set forth in paragraph (B) of this rule and shall notify the applicant of the results.

(2) If the proposed interconnection meets the criteria, the application shall be approved and the EDU will provide the applicant a standard interconnection agreement within five business days after the determination. The standard interconnection agreement shall be consistent with the uniform requirements for an interconnection agreement enumerated in rule 4901:1-22-10 of the Administrative Code, and include a timetable for the physical interconnection of the applicant's proposed distributed generation facility to the EDU's system.

(3) If the proposed interconnection fails to meet the criteria, but the EDU determines that the proposed distributed generation facility may nevertheless be interconnected consistent with safety, reliability, and power quality standards, the EDU shall provide the applicant a standard interconnection agreement within five business days after the determination and include a timetable for the physical interconnection of the applicant's proposed distributed generation facility to the EDU's system.

(4) If the proposed interconnection fails to meet the criteria and the EDU determines that minor modifications or further study may be required to interconnect the proposed distributed generation facility to the EDU's distribution system consistent with safety, reliability, and power quality standards, the EDU shall:

(a) Offer to perform facility modifications or minor modifications to the EDU's electric system (e.g., change meters, fuses, relay settings), or,

(b) Offer to perform a supplemental review if the EDU concludes that the supplemental review might determine that the proposed distributed generation facility could continue to qualify for interconnection pursuant to the expedited review process,

(c) Obtain the applicant's agreement to continue evaluating the application under level 3 standard review.

(5) At the applicant's request, the EDU shall provide copies of the analysis and the data underlying the EDU's determinations that minor modifications or further study is required.

(D) Facility or minor system modifications

(1) If facility modifications or minor system modifications are required to allow the proposed distributed generation facility to be interconnected consistent with safety, reliability, and power quality standards under these procedures, the EDU shall provide the applicant with a non-binding good faith estimate of the cost to make such modifications.

(2) If the interconnection customer agrees to pay for the modifications to the EDU's distribution system, the EDU shall provide the applicant with a standard distributed generation interconnection agreement within five business days. The standard interconnection agreement shall be consistent

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with the uniform requirements for an interconnection agreement enumerated in rule 4901:1-22-10 of the Administrative Code, and include a timetable for the physical interconnection of the applicant's proposed distributed generation facility to the EDU's system.

## (E) Level 2 supplemental review

(1) If the customer requests that the EDU perform a supplemental review, the customer shall agree in writing within fifteen business days of the offer, and submit a supplemental review deposit of twenty-five hundred dollars, or the application shall be deemed withdrawn. Within twenty-five business days following receipt of the supplemental review deposit, the EDU shall perform a supplemental review using the screens set forth in this rule and notify the applicant of the results. For interconnection of a proposed distributed generation facility to an area network, the EDU may utilize different analytical procedures for conducting supplemental review than those set forth in this rule. Following study completion, the EDU shall bill or credit the applicant any difference between the supplemental review deposit and the actual cost to perform the review. If the proposed interconnection fails one or more of the supplemental review screens, the EDU shall include with the notification copies of the analysis and data underlying the EDU's determinations under the screens.

(a) A supplemental review may be performed where twelve months of line section minimum load data is available or can be calculated, estimated from existing data, or determined from a power flow model, and where the aggregate distributed generation facility capacity on the line section is less than one hundred per cent of the minimum load for all line sections bounded by automatic sectionalizing devices upstream of the proposed distributed generation facility. If minimum load data is not available, or cannot be calculated, estimated or determined, the EDU shall include the reason(s) that it is unable to calculate, estimate or determine minimum load in its supplemental review results notification as set forth in paragraph (E)(1) of rule 4901:1-22-07 of the Administrative Code.

(i) The type of generation used by the proposed distributed generation facility will be taken into account when calculating, estimating, or determining the circuit or line section minimum load. For the application of a solar photovoltaic generation system with no battery storage, use daytime minimum load, and use absolute minimum load for other generation.

(ii) When this screen is being applied to a distributed generation facility that serves some onsite electrical load, the total load must be considered as part of the aggregate generation.

(iii) The EDU will consider generating facility capacity known to be reflected in the minimum load data as part of the aggregate generation for purposes of this screen.

(b) In aggregate with existing generation on the line section: (i) the voltage regulation on the line section can be maintained in compliance with relevant requirements under all system conditions, (ii) the voltage fluctuation is within acceptable limits as defined by IEEE 1453 or utility practice similar to IEEE 1453, and (iii) the harmonic levels meet IEEE 519 limits at the point of interconnection.

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(c) The location of the proposed distributed generation facility and the aggregate generation capacity on the line section do not create impacts to safety or reliability that cannot be adequately addressed without application of the level 3 standard review. The EDU may consider the following and other factors in determining potential impacts to safety and reliability in applying the screen:

(i) Whether the line section has significant minimum loading levels dominated by a small number of customers.

(ii) If there is an even or uneven distribution of loading along the feeder.

(iii) If the proposed distributed generation facility is located within 2.5 electrical line miles to the substation and if the distribution line from the substation to the customer is composed of a 600A class cable or conductor.

(iv) If the proposed distributed generation facility incorporates a time delay function to prevent reconnection of the generator to the system until system voltage and frequency are within normal limits for a prescribed time.

(v) If operational flexibility is reduced by the proposed distributed generation facility, such that transfer of the line section(s) of the distributed generation facility to a neighboring distribution circuit/substation may trigger overloads or voltage issues.

(2) If the proposed interconnection meets the supplemental review criteria, the application shall be approved and the EDU will provide the applicant a standard interconnection agreement within five business days after the determination. The standard interconnection agreement shall be consistent with the uniform requirements for an interconnection agreement enumerated in rule 4901:1-22-10 of the Administrative Code and include a timetable for the physical interconnection of the applicant's proposed distributed generation facility to the EDU's system.

(3) If the proposed interconnection fails the supplemental review criteria, the EDU shall obtain the applicant's agreement to continue evaluating the application under level 3 standard review. If the applicant agrees to have the project evaluated under the level 3 standard review process, the cost of supplemental review shall be deducted from the otherwise applicable Level 3 standard review fee. If the level 3 standard review fee is less than the supplemental review cost, standard review fee shall be waived.

(F) Level 2 fees

The EDU's tariff for level 2 expedited review processing fees will include the following:

(1) An application fee of up to fifty dollars, plus one dollar per kilowatt of the applicant's system nameplate capacity rating.

(2) In the event that an application is evaluated under supplemental review, any or all of the following fees may be assessed by the EDU:

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(a) The twenty-five hundred dollar supplemental review deposit, adjusted following study completion to reflect the cost of engineering work billed at actual costs.

(b) The actual cost of any minor modification of the electric distribution utility's system that would otherwise not be done but for the applicant's interconnection request.

Level 3 standard review procedure

(A) Level 3 standard review qualifying criteria

In order for the application to be approved by the EDU under the level 3 review procedure, the following conditions must apply:

(1) The generation facility does not qualify or failed to meet the level 1 or level 2 interconnection review requirements.

(2) The generation does not utilize equipment that is certified in compliance with IEEE 1547 standard and UL 1741 standard as set forth in rule 4901:1-22-03 of the Administrative Code.

(3) The generation facility has a nameplate capacity of twenty megawatts or less.

(B) Level 3 approval criteria

(1) Level 3 standard review procedure shall use the determinations made in the scoping meeting and any feasibility, system impact, or facilities study defined in rule 4901:1-22-09 of the Administrative Code for technical analysis of the applicant's proposed distributed generation facility installation.

(2) The EDU shall approve an application for interconnection under level 3 review procedures if the EDU determines that the safety and reliability of the public utility's transmission or distribution system will not be compromised by interconnecting with the generation facility.

(C) Level 3 fees

(1) The EDU's tariff for level 3 standard review fees will include the following:

(a) An application fee of up to one hundred dollars, plus two dollars per kilowatt of the system's nameplate capacity.

(b) In addition to the level 3 standard review application fee, any or all of the following fees may be assessed by the EDU.

(i) The cost of engineering work done as part of any feasibility, system impact or facilities study, billed at actual cost.

(ii) The actual cost of any modifications of the EDU's system that would otherwise not be done but for the applicant's interconnection request.

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(2) Within five business days after completion of the level 3 standard procedure including any applicable feasibility, system impact or facilities studies leading to the EDU's approval for interconnection of the applicant's proposed distributed generation facility installation and collection by the EDU of all the actual costs for the studies as billed to the applicant, the EDU shall provide the applicant with a standard interconnection agreement.

Scoping meeting and interconnection studies

## (A) Scoping meeting

(1) A scoping meeting will be held within ten business days after the interconnection application is deemed complete, or as otherwise mutually agreed to by the parties. The EDU and the applicant may bring to the meeting personnel, including system engineers and other resources as may be reasonably required to accomplish the purpose of the meeting.

(2) The purpose of the scoping meeting is to discuss alternative interconnection options, to determine potential points of common coupling, to examine the applicant's proposed point of interconnection on the EDU's distribution system, or to review an applicant's pre-application report or existing studies relevant to the interconnection application. The parties shall further discuss the appropriate level 3 interconnection studies required to evaluate the interconnection of the proposed distributed generation facility to the EDU's distribution system.

(3) The scoping meeting may be waived by mutual agreement if the parties decide to proceed directly to the level 3 interconnection studies.

## (B) Queuing

(1) When an interconnection request is complete, the EDU shall assign the application a queue position to establish the order in which the interconnection request will be reviewed in relation to other interconnection requests on the same or nearby sections of the EDU's distribution system.

(2) The queue position of an interconnection request shall be used to determine the cost responsibility necessary for the construction of any facilities to accommodate the interconnection in relation to other interconnection requests on the same or nearby sections of the EDU's distribution system.

(3) The EDU shall notify the applicant at the scoping meeting about other higher-queued applicants.

## (C) Interconnection study requirements

(1) One or more interconnection studies may be required by the EDU prior to interconnection including a feasibility study, a system impact study, and a facilities study.

(2) Each type of study required will include an EDU interconnection tariff fee schedule approved by the commission as set forth in rule 4901:1-22-08 of the Administrative Code.

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(3) Each type of study will be the subject of a written study agreement between the applicant and the EDU that includes the following:

- (a) A target date for completion of any required feasibility study, system impact study, and facilities study.
  - (b) A provision to share the results of the study by the EDU with the applicant.
  - (c) A clear explanation of all estimated charges.
  - (d) A good faith estimate of the total number of hours needed to complete the study.
  - (e) An estimate of the total interconnection study fee.
- (4) A written study agreement may include an alternative provision that allows the required studies related to the interconnection of the generating facility(s) to be conducted by a qualified third party with the consent of the EDU.
- (5) By mutual agreement of the parties, a feasibility study, a system impact study, or a facilities study under level 3 procedures may be waived by the EDU.
- (6) When the EDU determines, as a result of the studies conducted under a level 3 review, that it is appropriate to interconnect the distributed generation facility, the EDU shall provide the applicant with a standard distributed generation interconnection agreement.
- (7) If the interconnection request is denied, the EDU shall provide a written explanation within five business days from the denial. The EDU must allow the applicant thirty business days to cure the reasons for denial while the applicant's position in the queue is maintained.

(D) The feasibility study

- (1) No later than five business days after the scoping meeting, the EDU shall provide the applicant with a feasibility study agreement in accordance with the EDU's tariff to determine the feasibility of interconnecting the applicant's proposed distributed generation facility at a particular point on the EDU's system. The study shall include both of the following:
- (a) An outline of the scope of the study.
  - (b) A non-binding good faith estimate of the cost to perform the study.
- (2) A feasibility study shall include the following analyses for the purpose of identifying a potential adverse system impact to the EDU's system that would result from the interconnection:
- (a) Initial identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection.

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(b) Initial identification of any thermal overload or voltage limit violations resulting from the interconnection.

(c) Initial review of grounding requirements and system protection.

(d) A description and nonbinding estimated cost of facilities required to interconnect the distributed generation facility to the EDU's system in a safe and reliable manner.

(3) When an applicant requests that the feasibility study evaluate multiple potential points of interconnection, additional evaluations may be required.

(4) The actual cost of the EDU's additional evaluations shall be paid by the applicant.

(E) The system impact study

(1) No later than five business days after the completion of or a waiver of the feasibility study, the EDU shall provide a distribution system impact study agreement to the applicant, using a form of system impact study agreement in accordance with the EDU's tariff that includes an outline of the scope of the study and a nonbinding good faith estimate of the cost to perform the study.

(2) If the feasibility study concludes there is no adverse system impact, or the study identifies an adverse system impact but the EDU is able to identify a remedy, no system impact study is required.

(3) A system impact study shall evaluate the impact of the proposed interconnection on the safety and reliability of the EDU's system. The study shall:

(a) Identify and detail the system impacts that result when a distributed generation facility is interconnected without project or system modifications.

(b) Consider the adverse system impacts identified in the feasibility study, or potential impacts including those identified in the scoping meeting.

(c) Consider all generating facilities that, on the date the system impact study is commenced, are directly interconnected with the EDU's system.

(d) Consider pending higher queue position of facilities requesting interconnection to the system, or consider pending higher queue position of facilities requesting interconnection having a signed interconnection agreement.

(4) A system impact study performed by the EDU shall consider the following criteria:

(a) A load flow study.

(b) A short circuit analysis.

(c) A stability analysis.

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(d) Voltage drop and flicker studies.

(e) Protection and set point coordination studies.

(f) Grounding reviews.

(5) The EDU shall state the underlying assumptions of the study and show the results of the analyses to the applicant, including the following:

(a) Any potential impediments to providing the requested interconnection service.

(b) Any required distribution system upgrades and provide a nonbinding good faith estimate of cost and time to construct the system upgrades.

(F) The facilities study

(1) Within five business days of completion of the system impact study, a report will be transmitted by the EDU to the applicant with a facilities study agreement in accordance with the EDU's interconnection tariff.

(2) When the parties agree at the scoping meeting that no system impact study is required, the EDU shall provide to the applicant, no later than five business days after the scoping meeting, a facilities study agreement in accordance with the EDU's interconnection tariff that enables the EDU to determine the interconnection facilities needed to interconnect the applicant's proposed distributed generation facility at a particular point on the EDU's system.

(3) The facilities study agreement shall include both of the following:

(a) An outline of the scope of the study.

(b) A nonbinding good faith estimate of the cost to perform the study to cover the cost of the equipment, engineering, procurement and construction work, including overheads, needed to implement the conclusions of the feasibility study and/or the system impact study to interconnect the distributed generation facility.

(4) The facilities study shall identify all of the following:

(a) The electrical switching configuration of the equipment, including transformer, switchgear, meters, and other station equipment.

(b) The nature and estimated cost of the EDU's interconnection facilities and distribution upgrades necessary to accomplish the interconnection.

(c) An estimate of the time required to complete the construction and installation of such facilities.

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(5) The parties may agree to permit an applicant to separately arrange for a third party to design and construct the required interconnection facilities under the following conditions:

- (a) The EDU may review the facilities to be designed and constructed by a third party under provisions included in the facilities study agreement for that purpose.
- (b) The applicant and the third party separately arranging for design and construction agree to comply with security and confidentiality requirements.
- (c) The EDU shall provide the applicant with all relevant information and required specifications available to permit the applicant to obtain an independent design and cost estimate for the facilities, which must be built in accordance with the specifications.

Uniform requirements for interconnection agreements

(A) The EDU shall provide the customer with a standard interconnection agreement for distributed generation within five business days following completion of project review. If applicable, the applicant must pay for the interconnection facilities and distribution upgrades identified in the facilities study.

(B) The customer shall have thirty business days or another mutually agreeable time frame after the standard interconnection agreement is received to sign and return the interconnection agreement to the EDU.

(C) When the customer does not sign the agreement within thirty business days, the interconnection request will be deemed withdrawn unless the applicant requests an extension of the deadline in writing. The request for extension shall not be denied by the EDU, unless conditions on the EDU system have changed.

(D) Milestones for construction

(1) When construction is required, the interconnection of the distributed generation will proceed according to any milestones agreed to by the parties in the standard interconnection agreement.

(2) The interconnection agreement may not become effective until the milestones agreed to in the standard interconnection agreement are satisfied, including the following:

- (a) The distributed generation is approved by electric code officials with jurisdiction over the interconnection.
- (b) The applicant provides a certificate of completion to the EDU; or there is a successful completion of an on-site operational test within ten business days or at a mutually convenient time, unless waived. The operational test shall be observed by EDU personnel or a qualified third party with sufficient expertise to verify that the criteria for testing have been met.

(E) Insurance

(1) Any EDU interconnection agreement with the customer shall not require additional liability insurance beyond proof of insurance or any other suitable financial instrument sufficient to meet its

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construction, operating and liability responsibilities in accordance with the EDU's tariff with respect to this rule.

(2) At no time shall the EDU require the customer to negotiate any policy or renewal of any policy covering any liability through a particular insurance agent, solicitor, or broker.

(F) Alternative dispute resolution

The EDU or the applicant who is a nonmercantile, nonresidential customer may seek resolution of any disputes which may arise out the EDU tariffs filed under these rules, in accordance with Chapter 4901:1-26 of the Administrative Code, for alternative dispute resolution procedures.

(G) Site testing

The applicant must provide the EDU a reasonable opportunity to witness the testing of installed switchgear, protection system, and generator as included in the applicant's installation test plan and maintenance schedule that has been reviewed and approved by the EDU.

(H) Periodic testing

(1) Any periodic tests of the interconnection equipment (including any relays, interrupting devices, control schemes, and batteries that involve protection of the EDU's system) as recommended by the applicant's equipment manufacturer or required by the institute of electrical and electronics engineers (IEEE) 1547 standards, effective as set forth in rule 4901:1-22-03 of the Administrative Code, shall be the responsibility of the applicant.

(2) Such periodic tests shall be included in the applicant's installation test plan and maintenance schedule that has been reviewed and approved by the EDU.

(3) The applicant shall make copies of the periodic test reports or inspection logs available to the EDU for review.

(4) Upon a written request, the EDU is to be informed of the next scheduled maintenance and be able to witness the maintenance program and any associated testing.

(I) Disconnection of the applicant's facility

Except as provided for in paragraph (J)(2) of this rule, when the EDU discovers the applicant's equipment is not in compliance with IEEE 1547 standards, effective as set forth in rule 4901:1-22-03 of the Administrative Code, and such noncompliance has the potential to adversely affect the safety and reliability of the electric system, the EDU may disconnect the applicant's facility according to the following procedures:

(1) The EDU shall provide a notice to the applicant with a description of the specific noncompliance condition.

(2) The disconnection can only occur after a reasonable time to cure the noncompliance condition has elapsed.

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(J) Other disconnection of the unit

(1) The applicant retains the option to temporarily disconnect from the EDU's system at any time. Such temporary disconnection shall not be a termination of the interconnection agreement unless the customer exercises its termination rights under the interconnection agreement.

(2) The EDU shall have the right to disconnect the applicant's unit(s) without notice in the event of an emergency or to eliminate conditions that constitute a potential hazard to the EDU personnel or the general public. The EDU shall notify the applicant of the emergency as soon as circumstances permit.

(K) Service interruption

During routine maintenance and repairs on the EDU's system consistent with Chapter 4901:1-23 of the Administrative Code, or other commission order, the EDU shall provide the applicant with a seven-day notice of service interruption.

(L) Effective term and termination rights of an interconnection agreement

(1) An interconnection agreement becomes effective when executed by both parties and shall continue in force until terminated under any of the following conditions:

(a) The customer terminates the interconnection agreement at any time by giving the EDU sixty calendar days prior notice.

(b) The EDU terminates the interconnection agreement upon failure of the applicant to generate energy from the applicant's facility in parallel with the EDU's system by the later of two years from the date of the executed interconnection agreement or twelve months after completion of the interconnection.

(c) Either party terminates by giving the other party at least sixty calendar days prior written notice that the other party is in default of any of the material terms and conditions of the interconnection agreement, so long as the notice specifies the basis for the termination and there is reasonable opportunity to cure the default.

(2) All applicants' installations existing on or before the effective date of this rule are exempted from the changes instituted by this rule.

(3) Upon termination of an interconnection agreement, the applicant's facilities will be disconnected from the EDU's system.

(4) The termination of the interconnection agreement shall not relieve either party of its liabilities and obligations, owed or continuing at the time of the termination.

Backup electricity supply

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Replacement electric power for the applicant shall be supplied in accordance with division (C) of section 4928.15 of the Revised Code, by either of the following:

(A) The EDU either at a tariff rate or at the market price as provided for in its tariff.

(B) By the applicant's competitive retail electric service provider at a rate to be determined by contract.

Complaints

All formal complaints brought by applicants or interconnection service customers pursuant to section 4905.26 of the Revised Code, will be handled according to the procedural standards set forth in Chapters 4901-1 and 4901-9 of the Administrative Code. Each EDU must provide to the commission utilities department the name and telephone number of a contact person to assist the commission staff with the resolution of informal complaints regarding provisions in Chapter 4901:1-22 of the Administrative Code.

Exceptions

Except where rule requirements are mandated by federal or state law, the commission may waive any provision contained in this chapter for good cause upon its own motion or upon application by a company.

Special Terms and Conditions of Service

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

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## Attachment C – Redlined Supplier Tariffs



P.U.C.O. NO. 20

TERMS AND CONDITIONS OF  
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## 2. APPLICATION FOR SERVICE

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

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

The character of distribution service and the rates, rules, terms, regulations and conditions shall be in accordance with P.U.C.O. No. 20, the supplements thereto and revisions thereof applying to the particular type of service and locality for which such contract or application is made.

## 3. CONDITIONS OF SERVICE

Before the Company shall be required to furnish distribution service, the Company may require that the customer submit written specifications of electrical apparatus to be operated by service and to furnish the Company a site plan that shows the address, orientation of the building, the location of the meter on the building, and the square footage of the building. The Company reserves the right to specify the service characteristics, including the point of delivery and metering.

Written agreements will be required prior to providing service if stipulated in the applicable rate schedule or the customer 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 (1) point, each separate point of delivery shall be considered a Contract Location and shall be metered and billed under a separate request or contract for service. Each delivery point will be billed separately under the applicable schedule. Separate written agreements, if required under the above paragraph, will be made for each point of delivery. If the Company requires separate points of delivery, for like service, to meet the customer's electrical requirements at a single Contract location, the metering for two or more points of delivery may be combined for billing under the applicable tariff.

## 4. AVAILABLE RATES

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

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

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

A customer may not change from one (1) open access distribution schedule to another during the term of contract except with the consent of the Company.

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

No agent or employee of the Company has authority to amend, modify, alter the application, rates, terms, conditions, rules or regulations of the Company on file with the Commission, or to make any promises or representations not contained in P.U.C.O. No. 20 supplements thereto and revisions thereof.

## 6. CHANGE OF RATES OR REGULATIONS

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

## 7. INSPECTIONS

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

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

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

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

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

The Company shall have the right to erect and maintain its poles, lines, circuits and other necessary facilities on the customer's property, and to place and maintain its transformers and other apparatus on the property or within the buildings of the customer at convenient locations. The customer shall keep Company equipment clear from obstruction and obstacles including landscaping, structures, etc., and allow the use of suitable space for the installation and maintenance of necessary measuring instruments so that the latter may be protected from damage.

The customer shall provide suitable space and access to same, for the installation, repair 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.

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

## 9. SERVICE CONNECTIONS

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 the 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 weatherhead on end of conduit or cable for making service connections. Service entrance equipment shall be properly grounded and shall be installed so that the disconnecting means is readily accessible. 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.

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A non-residential customer desiring an underground service from overhead wires shall, at the customer's expense, install and maintain service wires in an approved manner from the main entrance switch in the building to an available pole (designated by the Company) from which connection is to be made, including the necessary run of wires up the pole. Such underground service shall conform to Company specifications. Where service is supplied from an underground distribution system which has been installed at the Company's expense within the limits of municipal streets, the customer shall make arrangements with the Company to supply and install a continuous run of cable conductors including necessary ducts from the manhole or connection box to the inside of the building wall. The customer shall pay the cost of installing the portion of cable and duct from the curb line to the terminus or cable inside the building and provide the necessary easements to the Company.

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. The Company has the right to assess a service fee (shown below) when three or more trips are made for service installation and cannot be completed due to customer installation issues.

During Normal Business Hours

Service Fee Multiple Trips	\$28.00
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Other Than Normal Business HoursOff ShiftSunday or Holiday

Service Fee Multiple Trips	\$77.00	\$100.00
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## 10. 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 cannot 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

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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.

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

1. "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

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be the nearest practical point to the customers to be served by the line extension at which the appropriate voltage level is available.

8. "Premium service" includes, but is not limited to, customer-requested oversizing of facilities, underground construction, three-phase residential service, seasonal operations, 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 non-residential customers the following shall apply:

- a. The Company shall be responsible for sixty percent 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 percent of the total cost of the line extension plus the incremental costs of premium services prior to the start of construction.
- 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.

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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.

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

## 11. TEMPORARY AND SPECIAL SERVICE

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

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

Service requiring only reading-in and reading-out an existing meter - \$57.00.

Single-phase 120/240 volt service from existing source with adequate capacity, up to 200 Ampere; \$237.00 overhead and \$134.00 underground. All others charged based on facilities installed.

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

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

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

## 13. NOMINAL VOLTAGE LEVELS

The Company has established nominal service voltages of 60 cycle alternating current 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:

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Secondary Distribution System – nominal regulated 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 -nominal regulated voltages of 2,400, 2,400/4,160, 4,160, 7,200, 7,200/12,470, 7,620/13,200, 7,970/13,800 and 19,900/34,500 volts.

Subtransmission -nominal, unregulated voltages of 23,000, 34,500, 40,000, and 69,000 volts, 3 phase.

Transmission - nominal, unregulated voltages of 138,000, 345,000, and 765,000 volts, 3 phase.

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 regulated 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.

## 14. METER REGISTRATION AND TESTING

The Company will own, furnish, install and maintain the meter or meters unless the customer elects metering service from a qualified Meter Service Provider (MSP). The customer is required to supply, install and maintain the mounting or meter enclosures or sockets. The Company or MSP may specify whether the meter or meters are to be installed on the inside or outside the customer's premise and may change such location at its option. When an inside meter installation is made, the customer shall furnish, at the customer's sole expense, a suitable meter panel in a convenient and suitable location and so placed that the meter installation will not be more than five (5) feet nor less than three (3) feet from the floor, and pay the additional expense of providing an electronic means to obtain an automated reading. In addition, the customer may be required to install and maintain a dedicated communications line. If any location provided by the customer causes the meter to register incorrectly, the Company or MSP may require the customer to provide a new meter location acceptable to the Company and to pay the expense of relocation. All costs incident to the relocation of an outside meter made upon the customer's request, or required to be made because of customer's use of premises, shall be paid by the customer.

The authorized agents or employees of the Company shall have free access at all reasonable hours to the premises of the customer for the purpose of installing, reading, testing and removing meters or other appliances, belonging to the Company.

The Company will test its meters at its discretion or at the request of the customer. Any kilowatt-hour meter found by test to be registering within the range of plus or minus two percent (+/- 2%) will be considered as registering accurately. Any integrating block interval demand meter or thermal demand meter registering within the range of plus or minus four percent (+/- 4%) will be considered to be registering correctly. For each subsequent test conducted within thirty-six (36) months of the last previous test, if the meter is found to be registering correctly, the customer shall pay to the Company a \$64.00 fee for a single phase meter test and a \$85.00 fee for all other meter tests. The customer shall be told the amount of such charge when the customer requests the meter test within such thirty-six (36) month period. Such test, witnessed by the customer if so desired, will be conducted using a properly calibrated meter standard.

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

When service has been obtained through tampering practices, the customer will be charged a minimum fee of \$49.00 for the Company to investigate and to inspect the premises. The customer will pay additional charges for any and all costs of disconnection as well as the costs of repairing or replacing damaged equipment based on the customer's individual situation.

## 15. METERING AND LOAD PROFILING

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

The cost and repair of any interval metering facilities installed by the Company to comply with this requirement or as a result of such request shall be paid by the customer. The customer shall make a one-time payment for the metering facilities at the time of installation of the required facilities, or at the customer's option, up to twenty-four (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 twenty-five percent (25%) of the total cost of the metering facilities. Any necessary replacement of the meter where repair is not possible will be performed at cost, based upon premise installation and load requirements.

In addition, the customer shall pay a net charge to cover the incremental cost of operation and maintenance and meter data management associated with such interval metering as follows:

Charges are for service performed on a Company installed standard interval meter. The customer is responsible for providing the telephone line and cost associated with telephone communications for purposes of reading the meter.

Service Performed During Normal Business Hours	Charge (\$)
Connect phone line to meter at a time other than the initial interval meter installation	57.00
Perform manual meter reading	43.00
Check phone line and perform manual meter reading due to communication loss	47.00
Replace surge protector	119.00
Replace modem board	210.00
Replace interval and modem boards	260.00

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The customer or the customer's CRES Provider may select a meter from the Company's approved standard equipment list. If a customer selects any meter other than those shown on the approved standard list, the customer accepts responsibility for any incremental cost which the meter may require to upkeep, maintain, or replace the meter due to failure. The customer or the customer's CRES Provider may communicate with the meter for the purpose of obtaining usage data, subject to the Company's communication protocol.

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

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

16. ADVANCED METER OPT OUT

For residential customers who elect to opt out of the installation of the Company's choice of metering equipment, either a two way communication AMI meter or one way communication AMR meter, the opt out program will work as follows.

- 1) The Company will give the customer the option to relocate the current meter location, acceptable to the Company, with the expense of such relocation to be paid by the customer. This option allows for a customer to still have an AMI or AMR meter installed, but at a location acceptable to the customer and the company.
- 2) The customer can request not to have the installation of an AMI or AMR meter and pay a monthly fee of \$24.00. This monthly fee option does not guarantee an actual meter read each month and monthly bills at times may be based on estimated usage with a true-up to actual usage upon the Company obtaining an actual meter read. However, the company will attempt to read the meter at regular monthly intervals. The monthly fee of \$24.00 will be billed monthly on the customer's bill and is considered a tariffed charge. The monthly meter reading fee will only be charged in areas where the meter reading route is designated as an AMI or AMR meter area by the company. A designated meter reading route is one in which the company has installed AMI and/or AMR meters on at least 85% of meter route designations (the 85% will be calculated without including designations for customers who opt out or have meter communication or meter access issues).
- 3) In cases where an AMI or AMR meter has already been installed (regardless of whether the meter was installed as part of a designated meter reading route), the customer will be billed a one-time charge of \$43 to remove the AMR/AMI meter and install a non-AMI or non-AMR meter. This fee will be billed separately and must be paid prior to the company scheduling the meter removal.

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Opt-out service does not guarantee that customers will retain their existing meter. The company maintains the right to replace meters for customers on opt-out service with meters that do not have one-way or two-way communications.

The company may refuse to provide advanced meter opt-out service in either of the following circumstances:

- 1) If such a service creates a safety hazard to consumers or their premises, the public, or the electric utility's personnel or facilities.
- 2) If a customer does not allow the electric utility's employees or agents access to the meter at the customer's premises.

Customers will be notified that if they are enrolled in a product or service requiring an advanced meter as a condition of enrollment that the customer must chose a different product or service prior to the installation of a non-communicating meter. This opt out provision is not available to any customer taking generation service under a time differentiated rate.

Customers who refuse both meter opt-out options and do not allow the company to access the meter for replacement are subject to disconnection.

## 176. USE OF ENERGY BY CUSTOMER

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

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

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.

All apparatus used by the customer shall be of such type as to secure the highest practical commercial efficiency, power factor and the proper load 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.

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The operation of certain electrical equipment can result in disturbances (e.g. voltage fluctuations, harmonics, etc.) on the transmission and distribution systems which can adversely impact the operation of equipment for other customers. Non-residential customers are expected to abide by industry standards, such as those contained in ANSI/IEEE 141, 519 and 1453, IEC 61000 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 non-residential 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 service connections, transformers, meters and appliances supplied by the Company for each customer have a definite capacity. The customer agrees to promptly notify the Company prior to any increase or decrease in the customer's connected load, or power factor which could impact the capacity requirements of the Company's local facilities. No additions to the equipment or load connected thereto shall be made until after the consent of the Company has been obtained. The customer shall notify the Company promptly of any defect in service or any trouble or accident to the electrical supply.

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.

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

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

**187. RESALE OF ENERGY**

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

**198. CUSTOMER'S LIABILITY**

In the event the customer is unable to receive distribution service in the full amount contemplated by the customer's regular distribution service arrangements for a period in excess of fifteen (15) full days as a result of fire, riot, explosion, flood, accident, breakdown or acts of God or the public enemy, said customer shall not be liable to the Company for minimum demand or billing charges for which the customer normally would be liable pursuant to the open access distribution schedule and/or contract during the period of distribution service decrease of electricity usage, provided:

1. The customer notifies the Company in writing of the customer's inability to receive distribution service as a result of one or more of the above specified event(s); and
2. Said notice includes (in addition to any other pertinent information):

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- a. Extent (or magnitude) of the distribution service decrease
  - b. Date of the event
  - c. Cause of the event
  - d. Probable duration of the distribution service decrease; and
3. The customer is prompt and diligent in removing the cause of the service decrease; and
4. The customer submits a report to the Company at least every thirty days following the event explaining the customer's progress toward removing the cause of the distribution service decrease; and
5. The customer pays, pursuant to the customer's open access distribution schedule and/or contract, for all distribution service rendered prior to the service decrease.

In no event, however, shall this provision affect open access distribution minimum demand or billing charges in any billing period prior to the date on which the Company receives the customer notice required above unless that notice is received within fifteen (15) days of the above specified events.

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

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

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

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

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The customer hereby agrees that no one except the employees of the Company, or the Company's agents, shall be allowed to make any internal or external adjustments of any meter or any other piece of equipment which is the property of the Company.

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

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

Suspension of service for any of the above reasons shall not terminate the contract for service. The authorized agents or employees of the Company shall have free and safe access at all reasonable 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.

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

~~2019~~ COMPANY'S LIABILITY

The Company will use reasonable diligence in delivering a regular and uninterrupted supply of energy to the customer, but does not guarantee uninterrupted service. The Company shall not be liable for damages in case such 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.

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

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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. 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 metering device is the property of the Company; however, the meter base and all internal parts inside the meter base are customer owned and are the responsibility of the customer to install and maintain. The Company shall not be liable for any loss, injury, or damage caused by equipment which is not owned, installed and maintained by the Company.

The customer shall provide and maintain suitable protective devices on the customer's equipment to prevent any loss, injury, or damage that might result from single phasing conditions or any other fluctuation or irregularity in the 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 delivery of energy which could have been prevented by the use of such protective devices. The Company shall not be liable for any damages, whether direct or consequential, including, without limitations, loss of profits, loss of revenue, or loss of production capacity occasioned by interruptions, fluctuations or irregularity in the supply of energy.

The Company is not responsible for loss or damage caused by the disconnection or reconnection of its facilities. The Company is not responsible for loss or damages caused by the theft or destruction of Company facilities by a third party.

Except as otherwise provided in this Section, the Company shall be liable to the customer for damage directly resulting from interruptions, irregularities, delays, or failures of distribution service, caused by the negligence of the Company or its employees or agents, but any such liability shall not exceed the cost of repairing, or actual cash value, whichever is less, of 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), and other apparatus which may be required for the protection to its service. All such apparatus shall be and remain the property of the Company and the Company shall be granted ready access to the same. The Company or MSP will provide and maintain the necessary meters and other apparatus which may be required for the proper measurement of the Company service. All such apparatus shall be and remain the property of either the Company or MSP and the Company or MSP shall be granted ready access to the same, except to read inside meters. Such access to inside meters shall be granted upon reasonable request to residential customers during regular business hours.

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

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## 219. RESIDENTIAL SERVICE

The Residential Customer is a customer whose domestic needs for distribution service are limited to their primary single family residence, single occupancy apartment and/or condominium, mobile housing unit, or any other single family residential unit. Individual residences shall be served individually under a residential open access distribution schedule. Customer may not take distribution service for two (2) or more separate residences through a single meter under any schedule, irrespective of common ownership of the several residences, except that in the case of an apartment house with a number of individual apartments the landlord shall have the choice of providing separate wiring for each apartment so that the Company may provide delivery to each apartment separately under the residential open access distribution schedule, or of purchasing the entire distribution service through a single meter under the appropriate general service open access distribution schedule.

Where a single-family house is converted to include separate living quarters or dwelling units for more than one family, or where two (2) or more families occupy a single-family house with separate cooking facilities, the owner may, instead of providing separate wiring for each dwelling unit, take service through a single meter under the residential open access distribution schedule. In such case, there will be a single customer charge, but the quantity of kilowatt-hours in each block will be multiplied by the number of dwelling units or families occupying the building.

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

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

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

The Company's rules for the establishment of credit for residential utility service is governed by Chapter 4901:1-10-14 of the Ohio Administrative Code, and the Company's disconnect and reconnect procedures for residential customers is governed by Chapter 4901:1-18 of the Ohio Administrative Code.

## 224. DEPOSITS

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

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

The Company may require a deposit by the customer not exceeding the amount of the estimated monthly average cost of the annual consumption by such customer plus thirty percent. The Company will pay interest on deposits, at a rate of not less than three percent per annum, so made in accordance with legal requirements, provided such deposit be left with the Company for at least six (6) consecutive months. 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.

**232. BILLING AND BILLS PAYABLE**

The customer will be held responsible for all charges for distribution service. Bills for distribution service will be rendered by the Company to the customer approximately thirty (30) days apart in accordance with the open access distribution schedule applicable to the customer's distribution service with the following exception:

Year-round residential and not-for-profit open access distribution general service schedule customers shall have the option of paying bills for distribution service under the Company's equal payment plan (Budget Plan), whereby the cost of distribution service for the succeeding 12-month period is estimated in advance, and bills are rendered monthly on the basis of one-twelfth of the 12-month estimate. The Company may at any time during the 12-month period adjust the estimate so made, and the bills rendered in accordance with such estimate, to conform more nearly with the actual use of service being experienced. The normal equal payment period will be twelve (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 twelve (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 distribution charges during any equal payment period exceed the bills as rendered on the equal payment plan, the amount of such excess shall be paid on or before the due date of the bill covering the last month of the equal payment period in which such excess appears, or such excess may be added to the estimated use for the next normal equal payment period of twelve (12) months, and shall be payable in equal monthly payments over such period, except that if the customer discontinues service with the Company under the equal payment plan, any such excess not yet paid shall become payable immediately. In case the actual distribution charges during the equal payment period are less than the amount paid under the equal payment plan during such period, the amount of such overpayment shall, at the option of the Company, either be refunded to the customer or credited on the customer's last bill for the period.

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

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

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

If the amount of energy consumed is not properly registered by a meter for any reason, or is not properly charged to the customer's account, the entity providing billing services, either the Company or a BA, will, for the period of time that incorrect billings can be established, adjust the meter readings and billings to reflect all available information concerning the actual use by the customer. Any resulting overpayment will be paid or credited to the customer by the appropriate billing entity. Unless the customer and the Company agree otherwise, the Company will bill non-residential accounts any undercharged amount in compliance with Chapter 4901: 1-10 of the Ohio Administrative Code, as amended from time to time. The Company shall bill uncharged amounts for residential customers in compliance with section 4933.28 of the Revised Code, as amended from time to time. Should the amount of the adjustment for distribution charges be under dispute, the Company will continue to supply distribution service and the customer shall continue to pay the amounts billed until a final determination is made.

A customer shall be charged \$9.00 for any dishonored check received in payment for a bill rendered by the Company, unless the customer shows that the bank was in error.

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

**243. CHANGE OF ADDRESS BY CUSTOMER**

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

When the Company receives notice from an existing customer that distribution service is to be discontinued, or from a prospective customer that an existing distribution service is to be transferred into the

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

**254. DENIAL OR DISCONTINUATION 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 (1) class of service shall not cause the refusal of service to a different class of service. The Company reserves the right to discontinue service to any customer without notice for safety reasons, and with notice as required by Rule 4901:1-10-20 of the O.A.C., for fraud against the company. Service will not be restored until the customer has given satisfactory assurance that such fraudulent or damaging practice will be discontinued and has paid to the Company an amount estimated by the Company to be reasonable compensation for services fraudulently obtained and for any damage to property of 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, and in accordance with the provision for non-residential customers contained in Chapter 4901:1-10-17, the Company also reserves the right after at least five (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 (1) 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.

When a Company employee is dispatched to a customer's premises for the purpose of performing disconnection activities due to the customer's delinquency, the customer will be charged a collection trip charge of \$16.00 if the disconnection activity is not performed as the result of extenuating circumstances.

The Company will bill only "one (1)" trip charge per month to comply with Rule 4901:1-18-07 (C) of the O.A.C.

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 authorized payment agent by 12:30 p.m., and otherwise as soon as possible but not later than the close of the Company's next regular working day. When such payment is made after 12:30 p.m. and the Company's employees cannot reconnect the 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

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Company's average additional cost of reconnecting a customer outside of normal working hours. No reconnect for nonpayment will be made after 9:00 PM from April 15 through October 31 or after 7:00 PM November 1 through April 14.

Reconnection Service Charges

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

During Normal Business Hours

Reconnect at Meter	\$53.00
Reconnect at Pole	\$154.00
Install Locking Device and Reconnect	\$73.00

Other Than Normal Business Hours    Off-Shift    Sunday or Holiday

Reconnect at Meter	\$98.00	\$119.00
Reconnect at Pole	\$192.00	\$221.00

When service has been terminated at the pole, per the customer's request, for non-credit related reasons, the customer will be assessed a \$153.00 disconnection/reconnection charge for the subsequent reconnection at the same location.

265. DISCONNECT PROVISIONS – NON-RESIDENTIAL

The company may refuse or disconnect service to non-residential customers for any of the following reasons:

- (A) When the customer violates or fails to comply with the contract or tariff's;
- (B) When service to a customer or consumer violates any law of this state or any political subdivision thereof, or any federal law or regulation;
- (C) When a customer or consumer tampers with company property or engages in a fraudulent practice to obtain service, as set forth in rule 4901:1-10-20 of the Ohio Administrative Code;
- (D) For using electricity or equipment which adversely affects service to other customers or consumers, e.g., voltage fluctuations, power surges, and interruptions of service;
- (E) When a safety hazard to consumers or their premises, the public, or to the Company personnel or facilities exists;
- (F) When the customer, landlord of the tenant/customer, or tenant leasing the landlord/customer's premises refuses access to Company's facilities or equipment on the customer's property or property leased by the customer;
- (G) For nonpayment of bills and any tariff charges, including security deposits and amounts not in bona fide dispute. Where the customer has registered a complaint with the Commission's public interest center or filed a formal complaint with the Commission which reasonably asserts a bona

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in a bona fide dispute, the Company shall not disconnect service if the customer pays either the undisputed portion of the bill or the amount paid for the same billing period in the previous year;

- (H) When the customer vacates the premises;
- (I) For repairs, provided that the Company has notified consumers prior to scheduled maintenance interruptions in excess of six hours;
- (J) Upon the customer's request;
- (K) A former customer, whose account with that is in arrears for service furnished at the premises, resides at, or has requested service for, such premises;
- (L) When an emergency may threaten the health or safety of a person, a surrounding area, or the operation of the Company's electrical system; and
- (M) For other good cause shown.

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

## 276. CHANGING COMPETITIVE SERVICE PROVIDERS

Standard Offer Service will be provided under the Company's standard schedules.

Customers may change Competitive Service Providers (CSPs) no more than once during any month subject to the provisions below.

Requests to change a customer's Competitive Retail Electric Service (CRES) Provider must be received by the Company from the new CRES Provider. If the Company receives such a request to change a customer's CRES Provider, the customer shall be notified by the Company concerning the requested change within two business days. If the customer challenges the requested change, the change will not be initiated.

Residential and General Service—1 customers have seven (7) days from the postmark date on the notice to contact the Company to rescind the enrollment request or notify the Company that the change of CRES Provider was not requested by the customer. General Service—2, 3, and 4 customers must contact the CRES Provider directly to stop the switch. Within two business days after receiving a customer request to rescind enrollment with a CRES Provider, the Company shall initiate such rescission and mail the customer confirmation that such action has been taken.

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

A charge of \$5.00 will be assessed to the CRES Provider for each transaction in which a customer authorizes a change in one or more CSPs. However, this switching charge shall not apply in the following specific circumstances: (a) the customer's initial change to service under the Company's open access distribution schedules and service from an CRES Provider, (b) the customer's CRES Provider is changed involuntarily, (c) the customer returns to service from the customer's former CRES Provider following an

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involuntary change in CRES Provider, or (d) the customer's former CRES Provider's services have been permanently terminated and the customer must choose another CRES Provider.

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

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

A customer may contact the Company and request to return to the Company's Standard Offer Service. The return to Standard Offer Service shall be conducted under the same terms and conditions applicable to an enrollment with a CRES Provider. The customer will have a seven (7) calendar day rescission period after requesting the Company's Standard Offer Service.

Provided the customer has observed the applicable notification requirements and the Company has effectuated the request to return to Standard Offer Service at least twelve (12) calendar days prior to the next regularly scheduled meter reading date, the customer will be returned to Standard Offer Service on the next regularly scheduled meter reading date.

**287. CUSTOMER CHOICE OF COMPETITIVE SERVICE PROVIDER**

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

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

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

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

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

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

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

The Company will offer to CRES Providers the Pre-Enrollment Customer Information List with updates available monthly. 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.

**298. LOSSES**

Either the CRES Provider or the Transmission Provider may provide both transmission and distribution losses as required to serve customers at various delivery voltages. If a CRES Provider arranges to provide transmission losses under the provisions of the applicable Open Access Transmission Tariff, then the CRES Provider must also arrange for the appropriate distribution losses. Customers served at transmission and subtransmission voltages require no additional losses other than the losses specified in the applicable Open Access Transmission Tariff. Customers served at primary distribution voltage require 2.0% additional average losses of amounts received by the Company for delivery to the customer. Customers served at secondary distribution voltage require 5.4% additional average losses of amounts received by the Company for delivery to the customer.

**302. TRANSMISSION SERVICE**

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

The contracting entity must also purchase or provide ancillary services as specified under the applicable Open Access Transmission Tariff.

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Billing and payment shall be performed as specified in the applicable Open Access Transmission Tariff.

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

The Company will bill all customers for the following transmission services:

PJM LINE	CHARGES / CREDITS
1100	Network Integration Transmission Service
1108	Transmission Enhancement
1320	Transmission Owner Scheduling, System Control and Dispatch Service
1330	Reactive Supply and Voltage Control from Generation and Other Sources Service
1450	Load Reconciliation for Transmission Owner Scheduling, System Control and Dispatch Service
1930	Generation Deactivation
2130	Firm Point-to-Point Transmission Service
2140	Non-Firm Point-to-Point Transmission Service

Upon notification by the Company, all CRES Providers shall approve the Company's prepared Billing Line Item Transfers through PJM's Billing Line Item Transfer Tool to allow charges and credits for the above transmission services to be assigned to the Company. All other transmission service charges and credits shall be the responsibility of the CRES Provider.

| 319. RESERVED

| 324. SUPPLIER TERMS AND CONDITIONS OF SERVICE

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Paragraph	Section
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324.3	Customer Choice of Competitive Service Provider
324.4	Changing Competitive Service Providers
324.5	General Provisions for Competitive Service Providers
324.6	Transmission Service <del>RTO Settlements, and Reliability Requirements</del>
324.7	Supplier Certification with the Commission
324.8	CRES Provider Registration with the Company
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324.10	Customer Enrollment Process
324.11	Confidentiality of Information
324.12	Losses
324.13	Meter Service Providers (MSPs)
324.14	Meter Data Management Agents (MDMAs)
324.15	Consolidated Billing By a Billing Agent (BA)

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#### ~~31.232.2~~ APPLICATION

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

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

#### ~~31.332.3~~ CUSTOMER CHOICE OF COMPETITIVE SERVICE PROVIDER

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

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

Any customer who desires service from a CSP must first contract with a CRES Provider who will arrange for the provision of such services. The CRES Provider shall then notify the Company at least twelve (12) calendar days prior to the customer's regularly scheduled meter reading date after which the customer will receive service from the CSP. All changes in CRES Provider shall occur at the end of the customer's regularly scheduled meter reading date. Any request to change a customer's CRES Provider received after Filed pursuant to Order dated April 25, 2018 in Case No. 16-1852-EL-SSO

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twelve (12) calendar days prior to the customer's regularly scheduled meter reading date shall become effective the subsequent billing month.

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

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

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

31.432.4 CHANGING COMPETITIVE SERVICE PROVIDERS

Standard Offer Service will be provided under the Company's standard schedules.

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

Requests to change a customer's CRES Provider must be received by the Company from the new CRES Provider. If the Company receives such a request to change a customer's CRES Provider, the customer shall be notified by the Company concerning the requested change within two (2) business days. If the customer challenges the requested change, the change will not be initiated. Residential and General Service (excluding Mercantile) customers have seven (7) calendar days from the postmark date on the notice to contact the Company to rescind the enrollment request or notify the Company that the change of CRES Provider was not requested by the customer. Mercantile customers must contact the CRES Provider directly to stop the switch. Within two (2) business days after receiving a customer request to rescind enrollment with a CRES Provider, the Company shall initiate such rescission and mail the customer confirmation that such action has been taken.

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

A charge of \$5.00 will be assessed to the CRES Provider for each transaction in which a customer authorizes a change in one or more CSPs. However, this switching charge shall not apply in the following specific circumstances: (a) the customer's initial change to service under the Company's open access distribution schedules and service from a CRES Provider, (b) the customer's CRES Provider is changed involuntarily, (c) the customer returns to service from the customer's former CRES Provider following an involuntary change in CRES Provider, or (d) the customer's former CRES Provider's services have been permanently terminated and the customer must choose another CRES Provider.

In the event that a CSP's services are permanently terminated, and the CSP has not provided for service to the affected customers, the CSP shall send timely notification to the Company and the affected

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customers regarding the termination of such services. Such notification shall describe the process for selecting a new CSP and note that service will be provided by the Company under the Company's Standard Offer Service if a new CSP is not selected.

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

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

~~31.5~~ 32.5 GENERAL PROVISIONS FOR COMPETITIVE SERVICE PROVIDERS

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

A customer is not permitted to have partial Competitive Retail Electric Service. The CRES Provider(s) shall be responsible for providing the total energy consumed by the customer during any given billing month. In the event the CRES Provider fails to supply sufficient energy to serve its customers, the CRES Provider shall be responsible for payment for such energy as provided in Section 31.9 of these Supplier Terms and Conditions of Service.

~~31.6~~ 32.6 TRANSMISSION SERVICE RTO SETTLEMENTS, AND RELIABILITY REQUIREMENTS

## a. Transmission Service

Transmission service shall be made available under the terms and conditions contained within the applicable Open Access Transmission Tariff as filed with and accepted by the Federal Energy Regulatory Commission. CRES Providers may contract with the Transmission Provider for transmission service under the applicable Open Access Transmission Tariff. The Transmission Provider is the applicable regional transmission operator (RTO). PJM Interconnection L.L.C. (PJM) is currently the applicable RTO. All CRES Providers must complete all required actions relative to membership with the Transmission Provider and be authorized by the Transmission Provider to transact business with regard to transmission service.

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The contracting entity or its designee is responsible for scheduling under the applicable Open Access Transmission Tariff. Unless other arrangements have been made, the scheduling entity will be billed by the Transmission Provider for transmission services. The contracting entity must also purchase or provide ancillary services as specified under the applicable Open Access Transmission Tariff.

Billing and payment shall be performed as specified in the applicable Open Access Transmission Tariff.

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

b. RTO Settlements

PJM performs settlements for transmission, capacity and energy obligations for CRES provider market participation on predefined intervals using metered customer load obligations and daily CRES Provider customer enrollment obligation data provided by AEP Ohio. AEP Ohio will make a best effort providing accurate load and customer obligation data. Energy is initially settled by PJM day-after load for CRES Providers, called "Settlement A." After final readings are available to AEP Ohio, supplier load obligation variances are reported to PJM, and PJM performs a final 60-Day energy settlement for the market, called "Settlement B." Until such time PJM establishes processes outside of the 60-day final settlement process. AEP Ohio will resettle capacity, and energy adjustments that are identified outside of the 60-day PJM energy market, but only up to twelve months after the 60-day period and only adjustments affecting billing for customers GS-2 or above with total adjustment amounts equal to or greater than 36,000 MWH or more in energy. Such adjustments shall be credited or assessed against each LSE in the AEP Ohio zone, as applicable, based upon corrected load shares during the adjustment period, and shall be identified on a specific line item for credits and/or assessments, and as a condition for doing business in the Company's service territory all CRES Providers will be deemed to have consented and agreed to permit any such resettlements to be completed by and through AEP Ohio and/or PJM.

The Company will make available on its website (<http://www.aepohio.com>) current settlement policies and calculation procedures including but not limited to CRES Provider capacity and energy obligations related to initial PJM "Settlement A", final 60-Day energy "Settlement B."

c. Reliability Requirements

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

The Company will bill all customers for the following transmission services:

PJM LINE	CHARGES / CREDITS
1100	Network Integration Transmission Service
1108	Transmission Enhancement
1320	Transmission Owner Scheduling, System Control and Dispatch Service

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1330	Reactive Supply and Voltage Control from Generation and Other Sources Service
1450	Load Reconciliation for Transmission Owner Scheduling, System Control and Dispatch Service
1930	Generation Deactivation
2130	Firm Point-to-Point Transmission Service
2140	Non-Firm Point-to-Point Transmission Service

Upon notification by the Company, all CRES Providers shall approve the Company's prepared Billing Line-Item Transfer (BLIT) through PJM's Billing Line Item Transfer Tool to allow charges and credits for the above transmission services to be assigned to the Company. All other transmission service charges and credits shall be the responsibility of the CRES Provider.

#### 324.7 SUPPLIER CERTIFICATION WITH THE COMMISSION

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

#### 324.8 CRES PROVIDER REGISTRATION WITH THE COMPANY

CRES Providers desiring to provide Competitive Retail Electric Service to customers located within the Company's Service Territory must register with the Company. The following requirements must be completed by the CRES Provider in order to register with the Company:

- Proof of certification by the Commission, including any information provided to the Commission as part of the certification process. The registration process may be initiated upon receipt by the Company of an application for certification by the Commission. However, the Company will not complete the registration process until proof of certification by the Commission has been provided.
- A completed copy of the Company's CRES Provider Registration Application for the State of Ohio, along with a non-refundable \$100.00 registration fee payable to the Company.
- A \$100.00 annual registration fee payable to the Company which shall be due October 31 of the first calendar year following the year of the initial registration and each calendar year thereafter.
- Credit information and security requirements that satisfy Section 31.9 CRES Provider Credit Requirements to be held by the Company against CRES Provider defaults and a description of the CRES Provider's plan to procure sufficient electric energy and transmission services to meet the requirements of its firm service customers.
- The name of the CRES Provider, business and mailing addresses, and the names, telephone numbers and e-mail addresses of appropriate contact persons, including the 24-hour emergency contact telephone number and emergency contact person(s).
- Details of the CRES Provider's dispute resolution process for customer complaints.

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- g. An executed Electric Distribution Company/Competitive Retail Electric Service Provider Agreement including a signed statement by the officer(s) of the CRES Provider committing it to adhere to the Company's Open Access Distribution Schedules, Terms and Conditions of Open Access Distribution Service, Supplier Terms and Conditions of Service and any additional requirements stated in any agreement between the CRES Provider and the Company regarding services provided by either party.
- h. Submission of necessary forms for, and successful completion of EDI certification testing for applicable transaction sets necessary to commence service, performed quarterly by the Company.
- i. Submission of the necessary form to authorize the Company to remit payment to CRES Provider's bank account upon receipt of customer payment of consolidated energy charges
- j. Submission of the CRES Provider's IRS Form W-9.
- k. For evidence of PJM membership, submission of a copy of executed Schedule 4 of the PJM Operating Agreement between the CRES Provider and PJM.
- l. Confirmation that the PJM account information submitted on the registration application above is specific to AEP Ohio load only.
- m. The Company shall approve or disapprove the CRES Provider's registration within thirty (30) calendar days of receipt of complete registration information from the CRES Provider. The thirty (30) day time period may be extended for up to thirty (30) days for good cause shown, or until such other time as is mutually agreed to by the CRES Provider and the Company.

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

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

- a. The CRES Provider has been identified by the Company as not satisfying the CRES Provider Credit Information and security requirements.
- b. The Company has provided written notice to the CRES Provider that a registration is incomplete and the CRES Provider has failed to submit a completed registration within thirty (30) calendar days of the notification.
- c. The CRES Provider has failed to comply with payment and billing requirements as specified in these Supplier Terms and Conditions of Service.
- d. The CRES Provider has failed to comply with all applicable requirements of the Transmission Provider Open Access Transmission Tariff for its registration to be accepted as complete.

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- e. The CRES Provider has failed to execute an Electric Distribution Utility/Competitive Retail Electric Service Provider Agreement, and/or has not successfully completed EDI testing for applicable transaction sets necessary for the commencement of service.

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

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

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

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

## 324.9 CRES PROVIDER CREDIT REQUIREMENTS

- a. Credit Application

AEP Ohio will review the credit information supplied in CRES Provider Registration Application for the State of Ohio to be considered for participation in the Company's Choice Program. As part of the CRES Provider Registration Application, the CRES Provider must provide the Company, with its or its proposed guarantor's most recent independently-audited financial statements, or Form 10K (if applicable), for the last three fiscal years, and its or its proposed guarantor's most recent quarterly unaudited financial statements or Form 10-Q (if applicable) and other financial and other pertinent credit information.

- b. Security Requirements.

The amount of the security required must be and remain commensurate with the financial risks placed on the Company by that CRES Provider, including recognition of that CRES Provider's performance. The Company will provide an initial estimate of the CRES Provider's security requirements, and on a forward/ongoing basis, the Company will calculate the amount of the CRES Provider's security requirements and provide notifications, from time to time, as to the amount of security required of the CRES Provider. CRES Provider will meet and satisfy any requests for security required no later than the third business day after the Company's request. Upon request, information regarding the calculation of security requirements will be provided by the Company.

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

The Company will review and determine if the CRES Provider has, and maintains, stable, or better, minimum investment grade senior unsecured (un-enhanced) long-term debt ratings from any two of the following three rating agencies; provided, however, that the Company may limit the amount of unsecured credit to be granted to such CRES Provider if the Company reasonably determines that such limitation is necessary to protect the Company from an unacceptable level of risk. If the CRES Provider or its guarantor is rated by only two rating agencies and the ratings are split, the lower rating will be used. If the CRES Provider or its guarantor is rated by three rating agencies and the ratings are split, the lower of the two highest ratings will be used; provided that, in the event that the two highest ratings are common, such common rating will be used.

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

The Company shall make reasonable alternative credit arrangements with a CRES Provider that is unable to meet the minimum investment grade rating requirements set forth above to satisfy the security requirements or with those CRES Providers whose security requirements exceed their allowed unsecured credit limit. The CRES Provider may choose from any of the following credit arrangements, which must be in an acceptable format: (i) a guarantee of payment on behalf of CRES Provider from (a) a related U.S. entity who meets the minimum investment grade rating requirements in the Company's prescribed guaranty format or (b) a related foreign (non-U.S.) entity who meets the minimum investment grade rating requirements and uses the Company's prescribed guaranty format (or a format mutually acceptable to Company and such entity that provides substantially similar credit protections to the credit protections provided to the Company by the Company's prescribed guaranty format for a related U.S. entity) and complies with the Company's requirement for foreign guarantors by meeting the following minimum requirements: (1) such guaranty is a financial guaranty, not a performance guaranty, (2) such guaranty must be an unconditional guaranty of payment of all amounts due from CRES Provider pursuant to Section 31.24, and the Company Tariff and EDU Registration Agreement and all other agreements must be expressly identified in the guaranty, and satisfaction of obligations through performance may not be authorized, (3) such guaranty may be terminated upon not less than sixty (60) days prior written notice to AEP Ohio, which termination shall be effective only upon receipt by the Company of alternative means of security or credit support, as specified in the Tariff, and when such termination is effective, obligations existing prior to the time the expiration or termination is effective, shall remain guaranteed under such guaranty until finally and fully performed; (4) certification from guarantor that form of guaranty has been in general use by the submitting party in its ordinary course of business over the past twelve months, subject to changes needed to conform to the Company's minimum requirements, (5) the guaranty must be a guaranty of payment, and not of collection; (6) assignment of such guaranty shall not be permitted by the guarantor without the prior

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written consent of the Company, (7) an enforceability opinion from the entity's outside counsel from a law firm of national (i.e. United States) standing;

(ii) an irrevocable Letter of Credit (as further defined below);

(iii) a cash deposit from the CRES Provider in U.S. Dollars, provided, further if a third party is providing such cash deposit for and on behalf of the CRES Provider, the Company may accept such deposit from a third party if it otherwise meets AEP Ohio's security requirements: or

(iv) a Surety Bond issued by a financial institution with at least an "A" rating or higher as rated by AM Best and/or an "A" rating or higher from Standards & Poor's, valid for a period of not less than one year and renewable annually; with terms and conditions that require payment within ten (10) days after delivery by the Company of a written demand to Surety for payment, and the terms and conditions of the Surety provides substantially similar credit protections to the credit protections provided to the Company by the other forms of acceptable collateral, including without limitation a waiver of the supplier's right to assert against the Company any defense (legal or equitable), counterclaim, setoff, cross-claim, or any other claim, an express waiver and agreement not to assert any defenses arising out of bankruptcy, insolvency, dissolution or liquidation of the supplier, including, without limitation, any defense relating to the automatic stay.

The amount and type of the security required must be and remain commensurate with the financial risks placed on the Company by that CRES Provider, including recognition of that CRES Provider's performance. "Letter of Credit" means a standby irrevocable letter of credit acceptable to the Company issued by a U.S. bank or financial institution with a minimum "A-" senior unsecured debt rating (or, if unavailable, corporate issuer rating) from S&P or a minimum "A3" senior unsecured debt rating (or, if unavailable, corporate issuer rating) from Moody's, in a format acceptable to and approved by the Company. An acceptable and approved Letter of Credit format is available at the Company's website.

c. Interest on Cash Deposits

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

d. On-going Security Maintenance

The Company reserves the right to review each CRES Provider's security requirements at any time. The CRES Provider must provide current financial and credit information. In addition, the CRES Provider may request re-evaluation at any time. It is anticipated that demand, unanticipated market movements and economic reasons will result in security requirements nearing or exceeding the prescribed amount of security. It is also noted that additional security may be required due to a degradation of the amount or form of security held, or repayment ability of a CRES Provider. Any subsequent review or re-evaluation of a CRES Provider's creditworthiness may result in the CRES Provider being required to post security not previously requested. The new, additional or change in the security requirement will be necessary to enhance, restore or maintain the Company's protection from financial risks placed on the Company. In the alternative, the Company may limit a CRES

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Provider's level of participation or remove the CRES Provider from further participation in the Company's Choice Program.

## e. Grant of Security Interest in Collateral.

To secure the CRES Provider's obligations under this Tariff and to the extent the CRES Provider delivers collateral to the Company ("Secured Party") in the form of cash or cash equivalent collateral and any and all proceeds resulting therefrom or the liquidation thereof, whether now or hereafter held by, on behalf of or for the benefit of, such Secured Party, and the CRES Provider agrees to take such action as the Company reasonably requires in order to perfect the Secured Party's first-priority security interest in, and lien on (and rights of setoff against), such collateral and any and all proceeds resulting therefrom or from the liquidation thereof. Upon or any time after the occurrence and during the continuation of an Event of Default, the Company may do any one or more of the following: (i) exercise any of the rights and remedies of a Secured Party with respect to all collateral, including any of the rights and remedies under law then in effect; (ii) exercise its rights of setoff against any and all property of the CRES Provider in the possession of the Company or Company's agent; (iii) draw on any outstanding Letter of Credit issued for its benefit; and (iv) liquidate all collateral then held by or for the benefit of the Secured Party free from any claim or right of any nature whatsoever of the CRES Provider. As a Secured Party, the Company shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce the CRES Provider's obligations under the Agreement, with the CRES Provider remaining liable for any amounts owing to the Company after such application.

## 324.10 CUSTOMER ENROLLMENT PROCESS

## a. Pre-Enrollment Customer Information List

Upon request, the Company will electronically provide to any CRES Provider certified by the Commission the most recent Customer Information List. The Company may request the CRES Provider to pay a one-time fee of \$150.00 per Company rate zone list provided.

The Company will offer the Customer Information List with updates available monthly. Once the list has been updated, a CRES Provider must use the most current Customer Information List to contact customers, but CRES Providers shall not be required to purchase subsequent lists.

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

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

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

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Mailing city  
Mailing state and zip code  
Rate schedule under which service  
is rendered  
Rider (if applicable)  
Customer load profile reference category  
Switched Status  
Meter type (if readily available)  
Whether the service address is set to  
Net Metering status  
Mercantile Customer Indicator  
Interval meter data indicator (if readily  
available)  
Budget bill / PIPP indicator  
Meter reading cycle  
Most recent twelve (12) months of historical consumption data  
(actual energy usage and demand, current and future Peak Load  
Contribution Network Service Peak Load, if available) (provided  
in values of four or more digits)  
Total premise loss factor value

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

## b. CRES Provider Requests for Customer Information

CRES Providers certified by the Commission may request historical interval meter data through an Electronic Data Interchange transaction ("EDI Transaction") after receiving the appropriate customer authorization. The interval meter data will be transferred in a standardized EDI transaction. The CRES Provider will be responsible for the incremental costs incurred to prepare and send such data.

## c. CRES Provider Enrollment Requests

Enrollment of a customer is done through an Electronic Data Interchange enrollment ("EDI Enrollment"), which may be submitted only by a CRES Provider.

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

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All EDI Enrollments will be submitted to the Company no more than thirty (30) calendar days prior to the scheduled meter reading date when the CRES Provider desires the switch to occur, unless otherwise agreed upon by the parties. The Company will process all valid EDI Enrollments and send the confirmation notice to the customer within two (2) business days. Simultaneous with the sending of the confirmation notice to the customer, the Company will electronically advise the CRES Provider of acceptance. Notice of rejection of the EDI Enrollment to the CRES Provider shall be sent within one business day, if possible, but in no event later than four (4) calendar days, and include the reasons for the rejection. The customer has seven (7) calendar days from the confirmation notice to cancel the contract without penalty. If the customer cancels the contract, the Company shall send a drop notice to the CRES Provider and the previous CRES Provider will continue to serve the customer under the terms and conditions in effect prior to submission of the new EDI Enrollment.

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

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

## d. Government Aggregation Customer Information List

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

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

The Company will notify CRES Providers in advance of any proposed changes to the actual format or file containing its Government Aggregation Customer Information List.

## 324.11 CONFIDENTIALITY OF INFORMATION

All confidential or proprietary information made available by one party to the other in connection with the registration of a CRES Provider with the Company and/or the subsequent provision and receipt of service under these Supplier Terms and Conditions of Service, including but not limited to load data, and information regarding the business processes of a party and the computer and communication systems owned or leased by a party, shall be used only for purposes of registration with the Company, receiving or providing service

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under these Supplier Terms and Conditions of Service and/or providing Competitive Retail Electric Service to customers in the Company's service territory. Other than disclosures to representatives of the Company or the CRES Provider for the purposes of enabling that party to fulfill its obligations under these Supplier Terms and Conditions of Service or for the CRES Provider to provide Competitive Retail Electric Service to customers in the Company's service territory, a party may not disclose confidential or proprietary information without the prior authorization and/or consent of the other party.

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

~~31.12~~ 32.12 LOSSES

The Transmission Provider may provide both transmission and distribution losses as required to serve customers at various delivery voltages. Customers served at transmission and subtransmission voltages require no additional losses other than the losses specified in the applicable Open Access Transmission Tariff. Customers served at primary distribution voltage require 2.0% additional average losses of amounts received by the Company for delivery to the customer. Customers served at secondary distribution voltage require 5.4% additional average losses of amounts received by the Company for delivery to the customer.

~~31.13~~ 32.13 METER SERVICE PROVIDERS (MSPs)

Meters shall be provided and maintained by the Company unless the customer selects a MSP to provide metering services. Unless otherwise specified, such meters shall be and remain the property of the Company. MSPs desiring to provide service to customers in the Company's Service Territory must submit a written application to the Company in order to provide metering services for ownership, installation, inspection and auditing. Such application shall include the following:

- a. A \$500.00 initial registration fee payable to the Company and a \$100.00 annual registration fee thereafter.
- b. Proof of creditworthiness to the Company, including an appropriate financial instrument to be held by the Company and used in the event of damages as a result of the MSP's actions.
- c. The name of the MSP, business and mailing addresses, and the names, telephone numbers and e-mail addresses of appropriate contact persons, including the 24-hour emergency contact telephone number and emergency contact person(s).
- d. Details of the MSP's dispute resolution process for customer complaints.
- e. A signed statement by the officer(s) of the MSP committing it to adhere to the Company's open access distribution schedules, Terms and Conditions of Open Access Distribution Service, Supplier Terms and Conditions of Service and any additional requirements stated in any agreement between the MSP and the Company regarding services provided by either party.

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- f. Proof of an electrical subcontractor's license issued by the Ohio Department of Commerce, including the name of the person or entity to which the license has been issued, license number and expiration date. Certification may require an employee to be a licensed electrician in the service area where work is performed.
- g. Description of the (a) applicant's electric meter installation, maintenance, repair and removal experience, (b) applicant's training and experience regarding electrical safety and (c) educational and training requirements in electrical work and safety that the MSP will require from its employees before they are permitted to install, maintain, repair or remove electric meters or metering devices.

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

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

~~31.14~~32.14

## METER DATA MANAGEMENT AGENTS (MDMAs)

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

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

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- b. Proof of creditworthiness to the Company, including an appropriate financial instrument to be held by the Company and used in the event of damages as a result of the MDMA's actions.
- c. The name of the MDMA, business and mailing addresses, and the names, telephone numbers and e-mail addresses of appropriate contact persons, including the 24-hour emergency contact telephone number and emergency contact person(s).
- d. Details of the MDMA's dispute resolution process for customer complaints.
- e. A signed statement by the officer(s) of the MDMA committing it to adhere to the Company's Open Access Distribution Schedules, Terms and Conditions of Open Access Distribution Service, Supplier Terms and Conditions of Service and any additional requirements stated in any agreement between the MDMA and the Company regarding services provided by either party.
- f. Description of the (a) applicant's experience in meter reading, data validation, editing and estimation, and other data management activities and (b) educational and training requirements that the MDMA will require from its employees before they are permitted to perform such meter reading, data validation, editing and estimating and other data management activities.

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

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

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- h. The MDMA shall comply with the Company's time requirements for the posting of validated meter reading data on the MDMA server.
- i. The MDMA is responsible for acquiring the right of ingress and egress from the customer to perform its functions. When necessary, the MDMA must also seek written approval and secure from the customer any keys necessary to access locked premises.
- j. The MDMA is responsible for identifying suspected cases of the unauthorized use of energy and shall report such concerns to the customer's CRES Provider, Transmission Provider and the Company. The CRES Provider shall resolve such concerns and pursue the appropriate legal response and all necessary parties shall support this action. The customer's supplier of meter services (MSP or the Company) shall make the necessary meter corrections and/or repairs, and then notify the MDMA who shall correct the previous meter usage data and provide to the appropriate entities such data as required for billing, settlement, scheduling, forecasting and other functions. Any billing corrections shall be consistent with the provisions of the Company's Terms and Conditions of Service for Open Access Distribution Service.
- k. The MDMA is responsible for detecting and immediately notifying the Company of hazardous conditions noted at the customer's electrical service and meter installation.
- l. The MDMA is responsible for recording and notifying the Company of conditions detected on the customer's premises which present potential for injury.
- m. The MDMA shall be responsible for conforming to Company standards for sealing and resealing meters as well as properly resetting and sealing demand measurement devices.

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

The Company may conduct periodic workshops with CRES Providers to solicit input regarding additional data elements that may be appropriate for inclusion in the electronic system used to transmit usage information.

31.15 CONSOLIDATED BILLING BY A BILLING AGENT (BA)

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

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

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- c. The name of the BA, business and mailing addresses, and the names, telephone numbers and e-mail addresses of appropriate contact persons, including the 24-hour emergency contact telephone number and emergency contact person(s).
- d. Details of the BA's dispute resolution process for customer complaints.
- e. A signed statement by the officer(s) of the BA committing it to adhere to the open access distribution schedules, Terms and Conditions of Open Access Distribution Service, Supplier Terms and Conditions of Service and any additional requirements stated in any agreement between the BA and the Company regarding services provided by either party.
- f. Description of the (a) applicant's training and experience in billing collections, payment services and billing inquiries and (b) educational and training requirements for BA employees regarding such services.
- g. The Company and the BA must agree to common data formats for the exchange of billing data.

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

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

31.16 CONSOLIDATED BILLING BY THE COMPANY

Upon request, pursuant to Section 31.22 of these Supplier Term and Conditions of Service, the Company will offer rate-ready or bill-ready Company-issued consolidated bills to customers receiving service from a CRES Provider upon designation of the rate-ready or bill-ready option, as applicable, in the Electric Distribution Utility/ Competitive Retail Electric Service Provide Agreement. Company-issued consolidated billing will include budget billing as an option. The CRES Provider must electronically provide all information in a bill-ready format.

31.17 METERING AND LOAD PROFILING

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All customers with a maximum monthly billing demand of 200 kW or greater for the most recent twelve (12) months shall install a dedicated phone line, or other mechanism deemed to be sufficient by the Company to enable interval metering and be interval metered. The customer or the customer's CRES Provider may request an interval meter for customers with maximum monthly billing demands less than 200 kW.

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

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

Service Performed During Normal Business Hours	Charge (\$)
Connect phone line to meter at a time other than the initial interval meter installation	57.00
Perform manual meter reading	43.00
Check phone line and perform manual meter reading due to communication loss	47.00
Replace surge protector	119.00
Replace modem board	210.00

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

If an interval meter is required, the Customer must approve a work order for an interval meter installation before the Company will accept an enrollment EDI transaction. For Customers that will have an interval meter installed for the requested service, service may begin, assuming the Company has an approved work order for the interval meter installation. A Company load profile will be used for settlement. Consumption meter reads will continue to be used for billing. This will be the approach during the period between the Customer's request for an interval meter and the Company's installation of such a meter.

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

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

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

Data from interval-metered end-use customers will also be collected at least monthly by the Company on a billing cycle basis. Nothing in this section shall prohibit the use of interval usage for settlement purposes if agreed to in the future.

~~31.18~~32.18 DEPOSITS

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

~~31.19~~32.19 LIABILITY AND INDEMNIFICATION

## a. General Limitation on Liability

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

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## b. Limitation on Liability for Service Interruptions and Variations

The company does not guarantee continuous regular and uninterrupted supply of service. The Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. The Company is also not liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's control.

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

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

## d. Commission Approval of Limitations on Liability.

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

## e. Indemnification.

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

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

~~31-2032.20~~ COMPETITIVE SERVICE PROVIDER'S LIABILITY

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

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

~~31-2132.21~~ METER ACCURACY AND TESTS

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

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

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

~~31-2232.22~~ BILLING SERVICES

## a. Billing Options

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

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and the Company shall make a correction in a succeeding billing period. The CRES Provider is responsible for receiving and resolving all customer rate disputes involving charges for services received from the CRES Provider. The Company may provide input to customer rate dispute processes to the extent necessary. From and after the date of termination of Company Consolidated Rate-Ready Billing or Company Consolidated Bill-Ready Billing, the Company shall have no further obligation beyond presenting the CRES Provider's charges for services rendered and to collect and remit payments to the CRES Providers on charges presented to the customer prior to such date of termination.

- b. **Billing Cycle**  
Current Company practice is to render bills regularly at monthly intervals, but bills may be rendered more or less frequently at the Company's option. Rate values stated for direct application to regular monthly billing periods will be adjusted when the time elapsed between billings is substantially greater or less than a month.
- c. **Generation Resource Mix.**  
CRES Providers are responsible for providing a Generation Resource Mix statement to their own customers in accordance with Commission requirements.
- d. **Setting Up CRES Provider Rates.**  
CRES Providers using the Consolidated and Rate-Ready Billing option must furnish specific rate information to the Company in a format acceptable for the Company's billing system. The CRES Providers using the Consolidated and Rate-Ready Billing option must furnish specific rate information to the Company in a format acceptable for the Company's billing system.
  - 1. The Company will provide all Commission certified and Company enrolled CRES Providers with system requirements and record layouts needed to perform this function.
  - 2. The CRES Provider will be responsible for creating and verifying the rate information that the Company will use to calculate and bill the CRES Provider's charges.
  - 3. The approved rate information must be in production within the Company's billing system before any customers may be enrolled under that rate. In production means installed in and approved by the Company's billing system and the CRES Provider. New rates must be entered at least six days prior to the effective date, and the new rate must be in effect for the entire bill period.
- e. **Timetable for Setting up CRES Provider Rates.**
  - 1. The Company defines standard rates as falling into one of the following rate types:
    - a) a percentage discount from Price To Compare (PTC)
    - b) a fixed dollar amount
    - c) a monthly customer charge

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- d) a fixed rate per KWH
  - e) a fixed rate per KW
  - f) a fixed rate per KWH per time of use (TOU) period
  - g) a configurable stepped rate with KWH usage ranges
  - h) a seasonal rate.
2. The Company will have five calendar days to set up and system test any standard rates other than those under the Percentage-off Rate option and fifteen days to set up standard rates under the Percentage-off Rate option.
  3. Within three (3) business days after the Company receives the approval of rates from the CRES Provider, the rates will be placed in production in the Company's billing system and will be available for billing.
  4. When the rates are in the Company's billing system and are available for billing, the CRES Provider may register on the EDI customer accounts it wants to be billed on the new rate.
  5. All customer enrollments received before the rate is in production will be rejected.
- f. Electronic Transmission of Customer Billing Data.
1. If the CRES Provider chooses to have the Company bill for the customer's electric commodity usage under the Company Consolidated Rate-Ready Billing option, the Company will provide usage and charges in standard electronic format.
  2. If the CRES Provider chooses the Company Consolidated Bill-Ready Billing option, the Company will provide usage in a standard electronic format and the CRES Provider will provide the Company with the Certified Supplier's charges in a standard electronic format.
- g. Company Consolidated and Rate-Ready Billing.
- The following business rules will apply to the Company's Consolidated Rate-Ready Billing Options:
1. The Company shall calculate and present charges on the next bill generated for the customer for Competitive Retail Electric Services. The CRES Provider assumes the responsibility for the rate supplied for each customer as validated from the Rate Management Portal.
  2. Within three (3) business days of the meter read date, the Company shall electronically transmit the usage and billing information for the CRES Provider's customers to the CRES Provider.

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3. The Company shall present charges on the next bill generated for the customer unless one or more of the following conditions apply: 1) the CRES Provider and the customer was terminated over 60 days before; 2) the Company no longer presents a bill to the customer because of a change in CRES Provider and billing option. If none of these exemptions apply, the Company will present the CRES Provider's charges on the next two consecutive scheduled billings after the relationship between the CRES Provider and the customer terminates.
  4. In the event any CRES Provider's charges are not included on a Company Consolidated Rate-Ready Billing for any reason, the only obligation the Company shall have is to include those charges on the next monthly bill unless one or more of the exempting conditions exists as described in the above paragraph. The Company shall not cancel/rebill any billing in which the CRES Provider submitted an incorrect rate code or validated an incorrect rate on the Business Partner Portal.
  5. The Company will charge hourly for administrative and technical support to institute program modifications associated with the implementation of consolidated billing on non-standard rates requested by the CRES Provider and reviewed and approved by the Company. A high level estimate of the work shall be provided and agreed upon in advance. The fixed rate for program modifications necessitated by a request for Consolidated and Rate-Ready Billing shall be \$95 per hour.
  6. Customer payments for CRES Provider charges will be remitted by the Company to the appropriate CRES Provider, subject to the payment provisions in Section 31.23 of these Supplier Terms and Conditions of Service.
  7. The Company shall reimburse the CRES Provider for all charges collected on behalf of the CRES Provider within three (3) business days following receipt of the customer's payment, when possible, but at least every two weeks. The Company will continue to bill for previous balances due the CRES Provider on the bill as long as the relationship between the CRES Provider and the customer exists, and for the two scheduled billing periods after the relationship terminates. If no payments are received from the customer after the Company has presented charges for these two scheduled billing periods, all unpaid balances, regardless of age, due the CRES Provider, will be electronically transmitted by the Company via an EDI 248 write off transaction to the CRES Provider. No payments will be forwarded to the CRES Provider after the acknowledgement of the receipt of such a transaction.
- h. Company Consolidated and Bill-Ready Billing.

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

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

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standard electronic format for presentation on the Company's current invoice to the customer.

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

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

9. Customer payments for CRES Provider charges will be remitted by the Company to the appropriate CRES Provider, subject to the payment provisions in Section 31.23 of these Supplier Terms and Conditions of Service. The Company will continue to bill for previous balances due the CRES Provider on the bill as long as the relationship between the CRES Provider and the customer exists, and for the two scheduled billing periods after the relationship terminates. If no payments are received from the customer after the Company has presented charges for these two scheduled billing periods, all unpaid balances, regardless of age, due the CRES Provider, will be electronically transmitted by the Company via an EDI 248 write off transaction to the CRES Provider. No payments will be forwarded to the CRES Provider after the acknowledgement of the receipt of such transaction
10. Within two (2) business days of any date on which the CRES Provider electronically transmits bill-ready charges to the Company, the Company shall transmit to the CRES Provider, via an EDI transaction 824, notice of rejected charges showing, by SDI, those CRES Provider charges that could not be posted to the specific customer's SDI for bill presentment and explaining why those charges could not be so posted by the Company. The CRES Provider shall correct or modify the charges and resubmit them to the Company and such charges will appear on the next Company consolidated bill presented to the customer. In the event any CRES Provider's charges are not included on a Company consolidated billing, for any reason, the only obligation the Company shall have is to include those charges on the next monthly bill unless one or more of the exempting conditions exist as described paragraph 2 of this subsection.

i. Special Messages.

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

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

## j. Financial Obligation – Dispute Resolution.

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

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

## k. Billing Corrections

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

## l. CRES Provider Billing Investigations

Billing investigations shall be limited to the most recent thirty-six (36) months.

## m. Customer Load Reports

Requests from the CRES Provider to the Company for customer load data will be submitted to the Company and provided back to the CRES Provider using standard electronic format at no charge. Requests for manually prepared interval load data reports will be provided at a charge of \$50 to the CRES Provider.

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BILLING

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

If the customer's CRES Provider defaults, the Company reserves the right to retain payments collected from the customer and to apply such payments to the Company's charges.

Partial payment from a customer shall be applied to the various portions of the customer's total bill in the following order: (a) past due CRES Provider payment arrangement charges (CPA); (b) past due Company Extended Payment Arrangements (EPA) charges and deposit payment agreement (DPA) charges; (c) past due CRES Provider charges; (d) past due Company charges; (e) current Company charges; (f) current CRES provider charges; and (g) other past due and current non-regulated charges.

~~31.24~~32.24 CRES PROVIDER BILLING TERMS AND CONDITIONS

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

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

~~31.25~~32.25 DEFAULT SUSPENSION AND TERMINATION OF A CRES PROVIDER

## a. Default.

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

1. The CRES Provider fails to perform any material obligation under these Supplier Terms and Conditions of Service;
2. The CRES Provider fails to fully pay an invoice from the Company within three (3) business days following the due date of the invoice.

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

## b. Notice of Suspension or Termination.

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

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## c. Notices.

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

## d. Effect of Suspension

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

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

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

## f. Effect of Termination on CRES Provider

The CRES Provider shall not be permitted to enroll any new end-use customers in the Company's Customer Choice Program unless it re-registers in the Company's Customer Choice Program, pursuant to the requirements of Section 31.8 of these Supplier Terms and Conditions of Service.

~~31.26~~ 32.26 VOLUNTARY WITHDRAWAL BY A CRES PROVIDER

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

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

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withdrawal.

~~31.27~~32.27 DISPUTE RESOLUTION

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

~~31.28~~32.28 CODE OF CONDUCT

1. The Company shall not release any proprietary customer information (e.g., individual customer load profiles or billing histories) to an affiliate, or otherwise, without the prior authorization of the customer, except as required by a regulatory agency or court of law.
2. The Company shall make customer lists, which include name, address and telephone number, available on a nondiscriminatory basis to all nonaffiliated and affiliated certified retail electric competitors transacting business in its service territory, unless otherwise directed by the customer. This provision does not apply to customer-specific information, obtained with proper authorization, necessary to fulfill the terms of a contract, or information relating to the provision of general and administrative support services.
3. Employees of the Company's affiliates shall not have access to any information about the Company's transmission or distribution systems (e.g., system operations, capability, price, curtailments, and ancillary services), that is not contemporaneously and in the same form and manner available to a nonaffiliated competitor of retail electric service.
4. The Company shall treat as confidential all information obtained from a competitive supplier of retail electric service, both affiliated and nonaffiliated, and shall not release such information unless a competitive supplier provides authorization to do so, or unless the information was or thereafter becomes available to the public other than as a result of disclosure by the company.
5. The Company shall not tie (nor allow an affiliate to tie) or otherwise condition the provision of the Company's regulated services, discounts, rebates, fee waivers, or any other waivers of the Company's ordinary terms and conditions of service, including but not limited to tariff provisions, to the taking of any goods and/or services from the Company's affiliates.
6. The Company shall not engage in joint advertising or marketing of any kind with its affiliates or directly promote or market any product or service offered by any affiliate. The Company shall also not give the appearance that the Company speaks on behalf of its affiliates or that the customer will receive preferential treatment as a consequence of conducting business with the affiliates.

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7. The Company, upon request from a customer, shall provide a complete list of all suppliers operating on the system, but shall not endorse any suppliers nor indicate that any supplier will receive preference because of an affiliate relationship.
8. The Company shall not trade upon, promote or advertise its affiliate relationship nor allow the Company name or logo to be used by the affiliate in any material circulated by the affiliate, unless it discloses in plain legible or audible language, on the first page or at the first point where the utility name or logo is mentioned, that:
- a. The affiliate is not the same company as the Company;
  - b. The affiliate is not regulated by the Commission; and
  - c. The customer does not have to buy the affiliate's products in order to continue to receive quality, regulated service from the Company.

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

9. The Company shall provide comparable access to products and services related to tariffed products and services and specifically comply with the following:
- (a) The Company shall be prohibited from unduly discriminating in the offering of its products and/or services;
  - (b) The Company shall apply all tariff provisions in the same manner to the same or similarly situated entities, regardless of any affiliation or nonaffiliation;
  - (c) The Company shall not, through a tariff provision, a contract, or otherwise, give its affiliates preference over nonaffiliated competitors of retail electric service or their customers in matters relating to any product and/or service;
  - (d) The Company shall strictly follow all tariff provisions;
  - (e) Except to the extent allowed by state law, the Company shall not be permitted to provide discounts, rebates, or fee waivers for any state regulated monopoly service; and
  - (f) Violations of the provisions of this rule shall be enforced and subject to the disciplinary actions described in divisions (C) and (D) of Section 4928.18, Ohio Revised Code.
10. Notwithstanding any provision of this Code of Conduct, in a declared emergency situation, the Company may take actions necessary to ensure public safety and system reliability. The Company shall maintain a log of all such actions that do not comply with this Code of Conduct, which log shall be review by the Commission.
11. The Company shall establish a complaint procedure for the issues concerning compliance with this rule. All complaints, whether written or verbal, shall be referred to the general counsel of the Company or their designee. The legal counsel shall orally acknowledge the complaint within five (5) business days of its receipt. The legal counsel shall prepare a written statement of the complaint that shall contain the name of the complainant and a detailed factual report of the complaint, including all relevant dates, companies involved,

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employees involved, and the specific claim. The legal counsel shall communicate the results of the preliminary investigation to the complainant in writing within thirty (30) days after the complaint was received, including a description of any course of action that was taken. The legal counsel shall keep a file in the Cost Allocation Manual, of all such complaint statements for a period of not less than three (3) years. This complaint procedure shall not in any way limit the rights if a party to file a complaint with the Commission.

**332. MINIMUM REQUIREMENTS FOR ~~DISTRIBUTION SYSTEM~~ INTERCONNECTION SERVICE**

Applicability

This ~~schedule-tariff~~ is applicable to any customer with cogeneration, small power production facilities, and/or other on-site facilities producing electrical energy who wishes to operate such facilities in parallel with the Company's transmission and distribution systems, ~~at voltages up to 35 kV. For customers with voltages above 35 kV, interconnection must comply with all appropriate Federal Energy Regulatory Commission and Regional Transmission Organization requirements.~~ This ~~schedule-tariff~~ is not applicable to the interconnection and parallel operation of facilities which the Federal Energy Regulatory Commission has determined to be subject to its jurisdiction. A customer who has a facility that does not qualify for ~~simplified~~ interconnection service pursuant to the PUCO's ~~distribution~~ interconnection service rules (O.A.C. § 4901:1-22) (~~Commission Rules~~) and the ~~Company's technical requirements for interconnection (Technical Requirements), incorporated herein by reference,~~ may negotiate a separate interconnection agreement with the Company and the terms and conditions of this ~~schedule-tariff~~ shall apply to such customers to the extent that the negotiated interconnection agreement does not conflict with this ~~schedule-tariff~~.

Purpose

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

Definitions

(A) "Applicant" means the person requesting interconnection service and may be any of the following:

- (1) A customer generator as defined by division (A)(29) of section 4928.01 of the Revised Code.
- (2) A self-generator as defined by division (A)(32) of section 4928.01 of the Revised Code.
- (3) The owner or operator of distributed generation as defined in paragraph (K) of this rule.

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(B) "Application" means a request to an electric distribution utility (EDU) using the format set forth on the web site of the public utilities commission of Ohio for interconnection of distributed generation to the electric distribution system owned by the EDU.

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(C) "Area network" means a type of electric distribution system served by multiple transformers interconnected in an electrical network circuit, which is generally used in large metropolitan areas that are densely populated, in order to provide highly reliable service. Area network has the same meaning as the term "distribution secondary grid network" found in institute of electrical and electronics engineers (IEEE) standard 1547 sub clause 4.1.4.

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(D) "Automatic sectionalizing device" means any self-contained, circuit-opening device used in conjunction with a source-side protective device, which features automatic reclosing capability.

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(E) "Backup electricity supply" means replacement electric power supplied to an applicant by the EDU at a tariff rate or alternatively, as a market-based option or by a competitive retail electric service provider of the applicant's choice at a rate to be determined between the provider and the applicant.

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(F) "Business Day" means any day which is not a Saturday, Sunday, or legal holiday.

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(G) "Calendar Day" means any day, including Saturday, Sunday, and legal holidays.

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(H) "Commission" means the public utilities commission of Ohio.

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(I) "Competitive retail electric service" means a component of retail electric service that is competitive as provided under division (B) of section 4928.01 of the Revised Code.

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(J) "Cost recovery" means collection, upon approval by the commission pursuant to its authority under section 4909.15 of the Revised Code, of such documented EDU interconnection costs that are incurred at reasonable levels for prudent purposes and that are over and above the review processing fees set forth in rules 4901:1-22-06 to 4901:1-22-08 of the Administrative Code.

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(K) "Distributed generation" is a general term for all or part of a system of a distributed electrical generator or a static inverter either by itself or in the aggregate of twenty megawatts or less in size together with all protective, safety, and associated equipment installed at a point of common coupling on the EDU's distribution system in close proximity to the customer load.

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(L) "Electric distribution utility" or (EDU) means an electric distribution utility, which is an investor-owned electric utility that owns and operates a distribution wires system and supplies at least retail electric distribution service.

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(M) "Equipment package" means distributed generation facility assembled to include not only a generator or electric source but related peripheral devices that facilitate operation of the distributed generation.

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(N) "Expedited procedure" means a review process for certified distributed generation that passes a certain pre-specified review procedure, has a capacity rating of two megawatts or less, and does not qualify for simplified procedures.

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(O) "Interconnection" means the physical connection of the applicant's facilities to the EDU's system for the purpose of electrical power transfers.

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(P) "Interconnection point" means the point at which the applicant's distributed generation facility physically connects to the EDU's system.

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(Q) "Interconnection service" means the services provided by an EDU or transmission provider for the applicant's distributed generation facility.

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(R) "Line section" means either that portion of an EDU's electric system connected to a customer bounded by automatic sectionalizing devices, the end of the distribution line, or a line segment identified as appropriate for study by a utility engineer.

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(S) "Minor modification" to an interconnection application means a change in the technical characteristics that improves the reliability, safety and compatibility of the interconnection with the electric distribution system while not materially increasing the size or cost of the intended distributed generation facility installation.

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(T) "Parallel operation with the EDU's system" means all electrical connections between the applicant's distributed generation facility and the EDU's system that are capable of operating in conjunction with each other.

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(U) "Point of common coupling" means the point which the distributed generation facility is connected to the EDU's system.

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(V) "Reliability" means the degree of performance of the elements of the electric system that results in electricity being delivered to and from an applicant in the amount desired while avoiding adverse effects on the adequacy and security of the electric supply, defined respectively as:

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(1) The ability of the electric system to supply the aggregate electrical demand and energy requirements at all times, taking into account scheduled and unscheduled outages of system elements.

(2) The ability of the electric system to withstand sudden disturbances such as electric short circuits or unanticipated loss of system elements.

(W) "Retail electric service provider" means any entity in this state that provides retail electric service as defined by division (A)(27) of section 4928.01 of the Revised Code.

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(X) "Sale for resale" means a sale of energy to an energy supplier, electric utility or a public authority for resale purposes.

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(Y) "Scoping meeting" means a meeting between representatives of the applicant and the EDU conducted for but not limited to the following purposes:

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(1) To discuss alternative interconnection options.

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(2) To exchange information including any electric distribution system data and earlier study evaluations that would be expected to impact such interconnection options.

(3) To analyze such information.

(4) To determine the potential points of common coupling.

(Z) "Simplified procedures" means a review process for interconnection of inverter-based distributed generation twenty-five kilowatts or less in size on a radial or spot network system under certain conditions.

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(AA) "Standard procedure" means a review process for interconnection of any generating facility(s) that has a power rating of twenty megawatts or less, not qualifying for either simplified or expedited interconnection review processes.

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(BB) "Spot network," as defined by IEEE standard 1547 sub clause 4.1.4, means a type of electric distribution system that uses two or more inter-tied transformers to supply an electrical network circuit and is generally used to supply power to a single customer or a small group of customers.

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Scope and application

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(A) The rules in this chapter are intended to do all of the following:

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(1) Make compliance within this chapter not unduly burdensome or expensive for any applicant in accordance with division (A) of section 4928.11 of the Revised Code.

(2) Establish uniform nondiscriminatory, technology-neutral procedures for interconnecting distributed generators to distribution facilities in a manner that protects public and worker safety and system reliability.

(3) Apply in the entire territory where commission-approved tariffs apply to those situations where an applicant seeks to physically connect distributed generation to, and operate it in parallel with, the EDU's distribution system.

(4) Provide three review options for an applicant's request for interconnection with the EDU including simplified procedures, expedited procedures, and standard procedures.

(B) Each EDU in the state of Ohio shall file uniform interconnection service tariffs for commission review and approval pursuant to division (A) of section 4928.11 of the Revised Code, that includes the procedures and technical requirements set forth in this chapter for interconnection service on a first-come, first-served basis.

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(C) The rules in this chapter shall not relieve any applicant from complying with all applicable federal, state, and local laws and ordinances.

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Industry standards

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The safety and performance standards established by the institute of electrical and electronics engineers (IEEE), the underwriters laboratory (UL), and the National Electric Code (NEC), as included in this chapter by reference, and as required consistent with division (B)(4) of section 4928.67 of the Revised Code, shall be the effective version at the time the applicant applies for interconnection.

General provisions

(A) Prohibitions

(1) In accordance with the EDU's code of conduct adopted pursuant to section 4928.17 of the Revised Code, an EDU or its affiliates shall not use, without the customer's consent, such knowledge of proposed interconnection service to prepare competing proposals to the interconnection service that offer either discounted rates in return for not providing the interconnection service or competing generation.

(2) No EDU shall reject, penalize, or discourage the use or development of new technology for interconnection service in accordance with division (A) of section 4928.11 of the Revised Code.

(B) Pre-application

(1) The EDU will designate an employee or office from which information on the requirements for EDU's application review process can be obtained through an informal request by the applicant that includes discussion of the following:

(a) The applicant's proposed interconnection of a distributed generation facility at a specific location on the EDU's distribution system.

(b) Qualifications under EDU's level 1, level 2 or level 3 review procedures.

(2) In addition to the information described in paragraph (B)(1) of this rule, which may be provided in response to an informal request, an applicant may submit a formal request along with a non-refundable processing fee of three hundred dollars for a pre-application report on a proposed project at a specific site. The EDU shall provide the pre-application data described in paragraph (B)(3) of this rule to the applicant within ten business days of receipt of the written request and payment of the three hundred dollar processing fee.

(3) The pre-application report will include the following information:

(a) Total generation capacity (in megawatts) of substation/area bus, bank or circuit based on normal or operating ratings likely to serve the proposed site.

(b) Existing aggregate generation capacity (in megawatts) interconnected to a substation/area bus, bank or circuit, which is the online amount of generation, likely to serve the proposed site.

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(c) Aggregate queued generation capacity (in megawatts) for a substation/area bus, bank or circuit, which is the amount of generation in the queue likely to serve the proposed site.

(d) Available generation capacity (in megawatts) of substation/area bus or bank and circuit most likely to serve the proposed site, which is the total capacity less the sum of existing aggregate generation capacity and aggregate queued generation capacity.

(e) Substation nominal distribution voltage and/or transmission nominal voltage, if applicable.

(f) Nominal distribution circuit voltage at the proposed site.

(g) Approximate circuit distance between the proposed site and the substation.

(h) Relevant line section(s) peak load estimate, and minimum load data, when available.

(i) Number and rating of protective devices and number and type (standard, bi-directional) of voltage regulating devices between the proposed site and the substation/area. Identify whether substation has a load tap changer.

(j) Number of phases available at the site.

(k) Limiting conductor ratings from the proposed point of interconnection to the distribution substation.

(l) Based on the proposed point of interconnection, existing or known constraints such as, but not limited to, electrical dependencies at that location, short circuit interrupting capacity issues, power quality or stability issues on the circuit, capacity constraints, or secondary networks.

(4) The pre-application report need only include pre-existing data. A pre-application report request does not obligate the EDU to conduct a study or other analysis of the proposed generator in the event that data is not readily available. If the EDU cannot complete some of a pre-application report due to lack of available data, the EDU shall provide the applicant with a pre-application report that includes the data that is available.

(C) Application processing

(1) EDUs shall process all applications for interconnection service and parallel operation with the EDU's system in a nondiscriminatory manner and in the order in which they are received.

(2) Where minor modifications to a pending application are required during the EDU's review of the application, such minor modifications shall not require a new or separate application to be filed by the applicant.

(3) When an application is submitted, the EDU shall determine whether the application is complete and provide the applicant with a written or email notice of receipt within ten business days after the application has been received.

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(4) If the EDU determines that the application is complete, the EDU shall issue a notice of receipt with the following:

(a) A copy of the applicable review process.

(b) A target date for processing the application.

(5) If the EDU determines that the application is incomplete, the EDU shall issue a notice of receipt with the following:

(a) A copy of the application review process.

(b) A checklist or description of the information needed to complete the application.

(c) A statement that processing the application cannot begin until the needed information is received.

(6) Upon receiving any necessary application materials missing from the original application, the EDU shall provide the applicant with a second, written or email notice establishing a target date for processing the application.

(7) If an EDU determines that it cannot connect the applicant's facility within the time frames stated in this chapter, it will notify the applicant in writing of that fact within ten business days after the application has been received. The notification must include the following:

(a) The reason or reasons interconnection service could not be performed within the time frames stated in this rule.

(b) An alternative date for interconnection service.

(D) Compliance with national industry standards

An EDU shall file tariffs for uniform interconnection service with the commission that are consistent with the following:

(1) The institute of electric and electronics engineers 1547 standard, effective as set forth in rule 4901:1-22-03 of the Administrative Code.

(2) Underwriters laboratory 1741 standard for inverters, converters, and controllers for use in independent power systems, effective as set forth in rule 4901:1-22-03 of the Administrative Code.

(3) The appropriate criteria and interconnection parameters for the customer's technology, so as not to impose technical and economic barriers to new technology or the development, installation, and interconnection of an applicant's facilities, pursuant to division (A) of section 4928.11 of the Revised Code.

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(E) Metering

Any metering installation, testing, or recalibration performed by the EDU at the request of the applicant for installation of the applicant's distributed generation facility shall be provided consistent with the electric service and safety standards pursuant to Chapter 4928 of the Revised Code, and rule 4901:1-10-05 and , as applicable, paragraph (C) of rule 4901:1-10-28 of the Administrative Code. Interconnection requested by the applicant for the purposes of net metering must follow the commission's net metering rules promulgated pursuant to division (A)(31) of section 4928.01 of the Revised Code. Any exception to the net metering rules shall be implemented in accordance with any special metering or communication infrastructure ordered by the commission.

(F) Disposal of excess energy produced by the applicant's distributed generation

(1) An applicant proposing to install a self-generator as defined in division (A)(32) of section 4928.01 of the Revised Code for the purposes of selling excess electricity to retail electric service providers as a competitive service to the extent not preempted by federal law must first seek certification of managerial, technical and financial capability consistent with section 4928.08 of the Revised Code.

(2) An applicant requesting interconnection for the purpose of selling energy to any party as a sale for resale or as a wholesale transaction may be subject to applicable rules for regional interstate sales at wholesale prices in markets operated by independent transmission system operators or regional transmission operators under the jurisdiction of the federal energy regulatory commission.

(G) Construction or system upgrades of the EDU's system

(1) Where construction or system upgrades of the EDU's system are required by the applicant's installation of a distributed generation facility, the EDU shall provide the applicant with an estimate of the timetable and the applicant's cost for the construction or system upgrades, consistent with the provisions of this chapter.

(2) All construction or distribution system upgrade costs shall be the responsibility of the interconnection applicant.

(3) If the applicant desires to proceed with the construction or system upgrades, the applicant and EDU shall enter into a contract for the completion of the construction or system upgrades.

(4) All construction and system upgrade cost estimates and invoices shall be itemized and clearly explained.

(5) Interconnection service shall take place no later than two weeks following the completion of such construction or system upgrades.

Application requirements for interconnection

(A) Application forms

(1) Each applicant for interconnection to an EDU's system shall complete either of the following:

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(a) A "short form" application for interconnection of distributed generators that are twenty-five kilowatts or less and utilize equipment that is certified in compliance with IEEE 1547 standard and UL 1741 standard, as set forth in rule 4901:1-22-03 of the Administrative Code.

(b) A standard application for interconnection of generation equipment that does not qualify for a "short form" application.

(2) The application form shall follow the format and content set forth on the commission's website, and must be submitted to the EDU from which the applicant receives retail electric distribution service. Application forms will be available from the applicant's local EDU. The applicant's completed application form should not be sent to the commission for the purposes of review and approval.

(3) The applicant also is advised to refer to the "applicant's checklist" found on the commission website to determine whether to complete the "short form" or the standard form to request interconnection service.

(B) Certified equipment

(1) Each applicant shall provide the EDU a description of the applicant's distributed generation equipment package that is consistent with the following:

(a) An applicant's equipment package shall be considered certified for interconnected operation if it has been:

(i) Submitted by a manufacturer to a nationally recognized testing laboratory for certification.

(ii) Type-tested consistent with the institute of electrical and electronics engineers 1547.1 standard, effective as set forth in rule 4901:1-22-03 of the Administrative Code.

(iii) Listed by a nationally recognized testing and certification laboratory for continuous interactive operation with a utility grid in compliance with the applicable codes and standards listed in rule 4901:1-22-03 of the Administrative Code.

(b) Certified equipment does not include equipment provided by the EDU.

(C) Equipment packages

(1) An applicant's equipment package shall include the following:

(a) All interface components including switchgear, inverters, or other interface devices.

(b) An integrated generator or electric source.

(c) Access for the EDU for commissioning purposes.

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(d) A schedule for periodic compliance testing.

(2) If the applicant's equipment package includes only the interface components (switchgear, inverters, or other interface devices), then the applicant must show in writing that the generator or electric source to be used with the equipment package meets the following criteria

(a) Compatibility with the equipment package.

(b) Consistency with the testing and listing specified for the package.

(D) Disconnect switch A disconnect switch provided, installed by, and paid for by the applicant, whether or not it is an integrated feature of the equipment package or a compatible external device, must meet the following criteria:

(1) The applicant's disconnect switch must be capable of isolating the distributed generation facility for the purposes of safety during EDU system maintenance and during emergency conditions.

(2) If the applicant's disconnect switch is external to the equipment package, it must be accessible to and lockable by the EDU personnel at either the primary voltage level, which may include load-break cutouts, switches and elbows, or the secondary voltage level, which may include a secondary breaker or switch.

(3) The applicant's disconnect switch must be clearly labeled as a distributed generation facility disconnect switch.

(E) Solar equipment

(1) In the case of solar equipment, the photovoltaic power source shall be clearly labeled in accordance with the requirements of the National Electric Code article 690, effective as set forth in rule 4901:1-22-03 of the Administrative Code, to identify the following:

(a) Operating current ( system maximum-power current).

(b) Operating voltage (system maximum-power voltage).

(c) Maximum system voltage.

(d) Short-circuit current.

(F) The EDU's review processing fees

(1) Each applicant shall pay the EDU's interconnection fees in accordance with the EDU's tariff for the EDU review and processing of an application, established at levels consistent with the distributed generation size and technology as well as the location on the electric distribution system of the interconnection.

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(2) The EDU's review processing fee levels will apply in accordance with the EDU's tariff to all interconnections, including those for the purposes of net metering, combined heat and power or waste heat from industrial processes, as well as any customer-generator used for energy efficiency or the promotion and utilization of renewable or clean secondary fuels.

(3) Exception to the EDU's fee schedule may be determined by the EDU if the EDU invokes a fee-free feature on a nondiscriminatory basis.

Level 1 simplified review procedure

(A) Level 1 qualifying criteria

In order for the application to be approved by the EDU under the level 1 simplified review procedure, the applicant's generating facility must meet the following requirements:

(1) The generation facility must use inverter-based equipment that is certified in compliance with IEEE 1547 standard and UL 1741 standard, as set forth in rule 4901:1-22-03 of the Administrative Code.

(2) The generation facility must have a nameplate capacity of twenty-five kilowatts or less.

(B) Level 1 approval criteria

(1) The EDU shall approve an application for interconnection under level 1 simplified review procedures if the generation facility meets the following approval criteria:

(a) The applicant's proposed distributed generation facility's point of common coupling is not on a transmission line.

(b) For interconnection of a proposed distributed generation facility to a radial distribution circuit, the aggregated generation, including the proposed distributed generation facility, on the circuit shall not exceed fifteen per cent of the line section annual peak load as most recently measured at the substation.

(c) The proposed distributed generation facility, in aggregation with other generation on the distribution circuit, shall not contribute more than ten per cent to the distribution circuit's maximum fault current at the point on the high voltage (primary) level nearest the proposed point of common coupling.

(d) For interconnection of a proposed distributed generation facility to the load side of spot network protectors, the proposed distributed generation facility must utilize an inverter-based equipment package and, together with the aggregated other inverter-based generation, shall not exceed the smaller of five per cent of a spot network's maximum load or fifty kilowatts.

(e) Direct current injection shall be maintained at or below five-tenths of a per cent of full rated inverter output current into the point of common coupling.

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(f) When a proposed distributed generation facility is single phase and is to be interconnected on a center tap neutral of a two hundred forty volt service, its addition shall not create an imbalance between the two sides of the two hundred forty volt service of more than twenty per cent of the nameplate rating of the service transformer.

(g) The proposed distributed generation facility installation is certified to pass an applicable non-islanding test, or uses reverse power relays or other means to meet the unintentional islanding requirements of the institute of electrical and electronics engineers (IEEE) 1547 standard, effective as set forth in rule 4901:1-22-03 of the Administrative Code.

(h) The proposed distributed generation facility installation complies with the IEEE 1547 standard and underwriters laboratory 1741 standard, as set forth in rule 4901:1-22-03 of the Administrative Code.

(2) Having complied with the parameters set forth in paragraph (B)(1) of this rule, the applicant's proposed distributed generation facility installation requires no further study by the EDU for the purpose of interconnection to the EDU's distribution system.

(C) Level 1 review timeframe

(1) Within fifteen business days after the EDU notifies the applicant that it has received a complete short form interconnection service application, the EDU shall perform a review using the criteria set forth in paragraph (B)(1) of this rule and shall notify the applicant of the results, and shall include with the notification copies of the analysis and data underlying the EDU's determinations under the criteria.

(2) If the proposed interconnection fails one or more of the screening criteria, the application shall be denied. At the applicant's request, the EDU shall provide copies of the analysis and data underlying the EDU's determinations under the criteria. Upon denial of the level 1 interconnection request, the applicant may elect to submit a new application for consideration under level 2 or level 3 procedures, in which case the queue position assigned to the level 1 application shall be retained.

(3) If the proposed interconnection meets the criteria, the application shall be approved and the EDU will provide the applicant a standard interconnection agreement within five business days after the determination. The standard interconnection agreement shall be consistent with the uniform requirements for an interconnection agreement in rule 4901:1-22-10 of the Administrative Code, and include a timetable for the physical interconnection of the applicant's proposed distributed generation facility to the EDU's system.

(D) Level 1 application fee

The EDU's tariff for a level 1 fee shall not exceed fifty dollars and may be waived.

Level 2 expedited review procedure

(A) Level 2 qualifying criteria

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In order for the application to be reviewed by the EDU under the level 2 expedited review procedure, the applicant's generating facility must meet the following requirements:

(1) The generating facility utilizes equipment that is certified in compliance with IEEE 1547 standard and UL 1741 standard as set forth in rule 4901:1-22-03 of the Administrative Code.

(2) The generating facility does not meet the level 1 interconnection review requirements.

(3) The generating facility capacity does not exceed the limits identified in the table below, which vary according to the voltage of the line at the proposed point of interconnection. Distributed generation facilities located within 2.5 miles of a substation and on a main distribution line with minimum 600-ampere capacity are eligible for expedited review under the higher thresholds. These eligibility limits do not guarantee fast track approval.

<u>Line Voltage</u>	<u>Expedited Review Regardless of Location</u>	<u>Expedited Review on a 600 amp line and within 2.5 feeder miles from substation</u>
<u>less than or equal to 5kV</u>	<u>less than or equal to 500 kW</u>	<u>less than 2 MW</u>
<u>5kV less than or equal to 15 kV</u>	<u>less than or equal to 2MW</u>	<u>less than 3 MW</u>
<u>15 kV less than or equal to 30 kV</u>	<u>less than or equal to 3MW</u>	<u>less than 4 MW</u>
<u>30 kV less than or equal to 69 kV</u>	<u>less than or equal to 4MW</u>	<u>less than 5 MW</u>

(B) Level 2 approval criteria

(1) The EDU shall approve an application for interconnection under level 2 review procedures if the generation facility meets the following criteria:

(a) The proposed distributed generation facility's point of interconnection is not on a transmission line.

(b) The proposed distributed generation facility complies with IEEE 1547 standard and UL 1741 standard, effective as set forth in rule 4901:1-22-03 of the Administrative Code.

(c) The proposed distributed generation facility is not located in an area where there are known or posted transient stability limitations to generating units located in the general electrical vicinity (for example, three or four distribution busses from the point of interconnection), or the proposed distributed generation facility shall not have interdependencies, known to the EDU, with earlier queued transmission system interconnection requests. The EDU shall not disclose confidential information in the application of this screen.

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(d) For interconnection of a proposed distributed generation facility to a radial distribution circuit, the aggregated generation, including the proposed distributed generation facility, on the circuit shall not exceed fifteen per cent of the line section annual peak load as most recently measured at the substation. The application of this screen addresses back feed and islanding conditions.

(e) The proposed distributed generation facility, in aggregation with other generation on the distribution circuit, shall not contribute more than ten per cent to the distribution circuit's maximum fault current at the point on the primary voltage distribution line nearest the point of common coupling.

(f) The proposed distributed generation facility, in aggregation with other generation on the distribution circuit, may not cause any distribution protective devices and equipment including substation breakers, fuse cutouts, and line reclosers, or other customer equipment on the electric distribution system, to be exposed to fault currents exceeding ninety per cent of the short circuit interrupting capability; nor shall an applicant requesting interconnection on a circuit that already exceeds ninety per cent of the short circuit interrupting capability be permitted.

(g) When a proposed distributed generation facility is single phase and is to be interconnected on a center tap neutral of a two hundred forty volt service, its addition shall not create an imbalance between the two sides of the two hundred forty volt service of more than twenty per cent of the nameplate rating of the service transformer.

(h) The proposed distributed generation facility shall be interconnected to the EDU's primary distribution system as shown below:

<u>Primary Distribution Line Configuration</u>	<u>Interconnection to Primary Distribution Line</u>
<u>Three phase, three wire</u>	<u>If a three-phase or single-phase generating facility, interconnection must be phase-to-phase</u>
<u>Three phase, four wire</u>	<u>If a three-phase (effectively grounded) or single phase generating facility, interconnection must be line-to-neutral</u>

(i) A review of the type of electrical service provided to the applicant, including line configuration and the transformer connection, will be conducted to limit the potential for creating over voltages on the EDU's electric distribution system due to a loss of ground during the operating time of any anti-islanding function.

(j) When the proposed distributed generation facility is to be interconnected on single-phase shared secondary line, the aggregate generation capacity on the shared secondary line, including the proposed distributed generation facility, will not exceed sixty-five per cent of the transformer nameplate rating.

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(k) For interconnection of a proposed distributed generation facility to the load side of spot or area network protectors, the proposed distributed generation facility must utilize an inverter-based equipment package and, together with the aggregated other inverter-based generation, shall not exceed the lesser of five per cent of a spot or area network's maximum load or fifty kilowatts.

(l) Construction of facilities by the EDU on its own system is not required to accommodate the distributed generation facility.

(C) Level 2 review timeframe

(1) Within twenty business days after the EDU notifies the applicant it has received a complete application, the EDU shall perform an initial review using the criteria set forth in paragraph (B) of this rule and shall notify the applicant of the results.

(2) If the proposed interconnection meets the criteria, the application shall be approved and the EDU will provide the applicant a standard interconnection agreement within five business days after the determination. The standard interconnection agreement shall be consistent with the uniform requirements for an interconnection agreement enumerated in rule 4901:1-22-10 of the Administrative Code, and include a timetable for the physical interconnection of the applicant's proposed distributed generation facility to the EDU's system.

(3) If the proposed interconnection fails to meet the criteria, but the EDU determines that the proposed distributed generation facility may nevertheless be interconnected consistent with safety, reliability, and power quality standards, the EDU shall provide the applicant a standard interconnection agreement within five business days after the determination and include a timetable for the physical interconnection of the applicant's proposed distributed generation facility to the EDU's system.

(4) If the proposed interconnection fails to meet the criteria and the EDU determines that minor modifications or further study may be required to interconnect the proposed distributed generation facility to the EDU's distribution system consistent with safety, reliability, and power quality standards, the EDU shall:

(a) Offer to perform facility modifications or minor modifications to the EDU's electric system (e.g., change meters, fuses, relay settings), or,

(b) Offer to perform a supplemental review if the EDU concludes that the supplemental review might determine that the proposed distributed generation facility could continue to qualify for interconnection pursuant to the expedited review process,

(c) Obtain the applicant's agreement to continue evaluating the application under level 3 standard review.

(5) At the applicant's request, the EDU shall provide copies of the analysis and the data underlying the EDU's determinations that minor modifications or further study is required.

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(1) If facility modifications or minor system modifications are required to allow the proposed distributed generation facility to be interconnected consistent with safety, reliability, and power quality standards under these procedures, the EDU shall provide the applicant with a non-binding good faith estimate of the cost to make such modifications.

(2) If the interconnection customer agrees to pay for the modifications to the EDU's distribution system, the EDU shall provide the applicant with a standard distributed generation interconnection agreement within five business days. The standard interconnection agreement shall be consistent with the uniform requirements for an interconnection agreement enumerated in rule 4901:1-22-10 of the Administrative Code, and include a timetable for the physical interconnection of the applicant's proposed distributed generation facility to the EDU's system.

(E) Level 2 supplemental review

(1) If the customer requests that the EDU perform a supplemental review, the customer shall agree in writing within fifteen business days of the offer, and submit a supplemental review deposit of twenty-five hundred dollars, or the application shall be deemed withdrawn. Within twenty-five business days following receipt of the supplemental review deposit, the EDU shall perform a supplemental review using the screens set forth in this rule and notify the applicant of the results. For interconnection of a proposed distributed generation facility to an area network, the EDU may utilize different analytical procedures for conducting supplemental review than those set forth in this rule. Following study completion, the EDU shall bill or credit the applicant any difference between the supplemental review deposit and the actual cost to perform the review. If the proposed interconnection fails one or more of the supplemental review screens, the EDU shall include with the notification copies of the analysis and data underlying the EDU's determinations under the screens.

(a) A supplemental review may be performed where twelve months of line section minimum load data is available or can be calculated, estimated from existing data, or determined from a power flow model, and where the aggregate distributed generation facility capacity on the line section is less than one hundred per cent of the minimum load for all line sections bounded by automatic sectionalizing devices upstream of the proposed distributed generation facility. If minimum load data is not available, or cannot be calculated, estimated or determined, the EDU shall include the reason(s) that it is unable to calculate, estimate or determine minimum load in its supplemental review results notification as set forth in paragraph (E)(1) of rule 4901:1-22-07 of the Administrative Code.

(i) The type of generation used by the proposed distributed generation facility will be taken into account when calculating, estimating, or determining the circuit or line section minimum load. For the application of a solar photovoltaic generation system with no battery storage, use daytime minimum load, and use absolute minimum load for other generation.

(ii) When this screen is being applied to a distributed generation facility that serves some onsite electrical load, the total load must be considered as part of the aggregate generation.

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(iii) The EDU will consider generating facility capacity known to be reflected in the minimum load data as part of the aggregate generation for purposes of this screen.

(b) In aggregate with existing generation on the line section: (i) the voltage regulation on the line section can be maintained in compliance with relevant requirements under all system conditions, (ii) the voltage fluctuation is within acceptable limits as defined by IEEE 1453 or utility practice similar to IEEE 1453, and (iii) the harmonic levels meet IEEE 519 limits at the point of interconnection.

(c) The location of the proposed distributed generation facility and the aggregate generation capacity on the line section do not create impacts to safety or reliability that cannot be adequately addressed without application of the level 3 standard review. The EDU may consider the following and other factors in determining potential impacts to safety and reliability in applying the screen:

(i) Whether the line section has significant minimum loading levels dominated by a small number of customers.

(ii) If there is an even or uneven distribution of loading along the feeder.

(iii) If the proposed distributed generation facility is located within 2.5 electrical line miles to the substation and if the distribution line from the substation to the customer is composed of a 600A class cable or conductor.

(iv) If the proposed distributed generation facility incorporates a time delay function to prevent reconnection of the generator to the system until system voltage and frequency are within normal limits for a prescribed time.

(v) If operational flexibility is reduced by the proposed distributed generation facility, such that transfer of the line section(s) of the distributed generation facility to a neighboring distribution circuit/substation may trigger overloads or voltage issues.

(2) If the proposed interconnection meets the supplemental review criteria, the application shall be approved and the EDU will provide the applicant a standard interconnection agreement within five business days after the determination. The standard interconnection agreement shall be consistent with the uniform requirements for an interconnection agreement enumerated in rule 4901:1-22-10 of the Administrative Code and include a timetable for the physical interconnection of the applicant's proposed distributed generation facility to the EDU's system.

(3) If the proposed interconnection fails the supplemental review criteria, the EDU shall obtain the applicant's agreement to continue evaluating the application under level 3 standard review. If the applicant agrees to have the project evaluated under the level 3 standard review process, the cost of supplemental review shall be deducted from the otherwise applicable Level 3 standard review fee. If the level 3 standard review fee is less than the supplemental review cost, standard review fee shall be waived.

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(F) Level 2 fees

The EDU's tariff for level 2 expedited review processing fees will include the following:

- (1) An application fee of up to fifty dollars, plus one dollar per kilowatt of the applicant's system nameplate capacity rating.
- (2) In the event that an application is evaluated under supplemental review, any or all of the following fees may be assessed by the EDU:
  - (a) The twenty-five hundred dollar supplemental review deposit, adjusted following study completion to reflect the cost of engineering work billed at actual costs.
  - (b) The actual cost of any minor modification of the electric distribution utility's system that would otherwise not be done but for the applicant's interconnection request.

Level 3 standard review procedure

(A) Level 3 standard review qualifying criteria

In order for the application to be approved by the EDU under the level 3 review procedure, the following conditions must apply:

- (1) The generation facility does not qualify or failed to meet the level 1 or level 2 interconnection review requirements.
- (2) The generation does not utilize equipment that is certified in compliance with IEEE 1547 standard and UL 1741 standard as set forth in rule 4901:1-22-03 of the Administrative Code.
- (3) The generation facility has a nameplate capacity of twenty megawatts or less.

(B) Level 3 approval criteria

- (1) Level 3 standard review procedure shall use the determinations made in the scoping meeting and any feasibility, system impact, or facilities study defined in rule 4901:1-22-09 of the Administrative Code for technical analysis of the applicant's proposed distributed generation facility installation.
- (2) The EDU shall approve an application for interconnection under level 3 review procedures if the EDU determines that the safety and reliability of the public utility's transmission or distribution system will not be compromised by interconnecting with the generation facility.

(C) Level 3 fees

- (1) The EDU's tariff for level 3 standard review fees will include the following:
  - (a) An application fee of up to one hundred dollars, plus two dollars per kilowatt of the system's nameplate capacity.

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(b) In addition to the level 3 standard review application fee, any or all of the following fees may be assessed by the EDU.

(i) The cost of engineering work done as part of any feasibility, system impact or facilities study, billed at actual cost.

(ii) The actual cost of any modifications of the EDU's system that would otherwise not be done but for the applicant's interconnection request.

(2) Within five business days after completion of the level 3 standard procedure including any applicable feasibility, system impact or facilities studies leading to the EDU's approval for interconnection of the applicant's proposed distributed generation facility installation and collection by the EDU of all the actual costs for the studies as billed to the applicant, the EDU shall provide the applicant with a standard interconnection agreement.

Scoping meeting and interconnection studies

(A) Scoping meeting

(1) A scoping meeting will be held within ten business days after the interconnection application is deemed complete, or as otherwise mutually agreed to by the parties. The EDU and the applicant may bring to the meeting personnel, including system engineers and other resources as may be reasonably required to accomplish the purpose of the meeting.

(2) The purpose of the scoping meeting is to discuss alternative interconnection options, to determine potential points of common coupling, to examine the applicant's proposed point of interconnection on the EDU's distribution system, or to review an applicant's pre-application report or existing studies relevant to the interconnection application. The parties shall further discuss the appropriate level 3 interconnection studies required to evaluate the interconnection of the proposed distributed generation facility to the EDU's distribution system.

(3) The scoping meeting may be waived by mutual agreement if the parties decide to proceed directly to the level 3 interconnection studies.

(B) Queuing

(1) When an interconnection request is complete, the EDU shall assign the application a queue position to establish the order in which the interconnection request will be reviewed in relation to other interconnection requests on the same or nearby sections of the EDU's distribution system.

(2) The queue position of an interconnection request shall be used to determine the cost responsibility necessary for the construction of any facilities to accommodate the interconnection in relation to other interconnection requests on the same or nearby sections of the EDU's distribution system.

(3) The EDU shall notify the applicant at the scoping meeting about other higher-queued applicants.

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(C) Interconnection study requirements

(1) One or more interconnection studies may be required by the EDU prior to interconnection including a feasibility study, a system impact study, and a facilities study.

(2) Each type of study required will include an EDU interconnection tariff fee schedule approved by the commission as set forth in rule 4901:1-22-08 of the Administrative Code.

(3) Each type of study will be the subject of a written study agreement between the applicant and the EDU that includes the following:

(a) A target date for completion of any required feasibility study, system impact study, and facilities study.

(b) A provision to share the results of the study by the EDU with the applicant.

(c) A clear explanation of all estimated charges.

(d) A good faith estimate of the total number of hours needed to complete the study.

(e) An estimate of the total interconnection study fee.

(4) A written study agreement may include an alternative provision that allows the required studies related to the interconnection of the generating facility(s) to be conducted by a qualified third party with the consent of the EDU.

(5) By mutual agreement of the parties, a feasibility study, a system impact study, or a facilities study under level 3 procedures may be waived by the EDU.

(6) When the EDU determines, as a result of the studies conducted under a level 3 review, that it is appropriate to interconnect the distributed generation facility, the EDU shall provide the applicant with a standard distributed generation interconnection agreement.

(7) If the interconnection request is denied, the EDU shall provide a written explanation within five business days from the denial. The EDU must allow the applicant thirty business days to cure the reasons for denial while the applicant's position in the queue is maintained.

(D) The feasibility study

(1) No later than five business days after the scoping meeting, the EDU shall provide the applicant with a feasibility study agreement in accordance with the EDU's tariff to determine the feasibility of interconnecting the applicant's proposed distributed generation facility at a particular point on the EDU's system. The study shall include both of the following:

(a) An outline of the scope of the study.

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(b) A non-binding good faith estimate of the cost to perform the study.

(2) A feasibility study shall include the following analyses for the purpose of identifying a potential adverse system impact to the EDU's system that would result from the interconnection:

(a) Initial identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection.

(b) Initial identification of any thermal overload or voltage limit violations resulting from the interconnection.

(c) Initial review of grounding requirements and system protection.

(d) A description and nonbinding estimated cost of facilities required to interconnect the distributed generation facility to the EDU's system in a safe and reliable manner.

(3) When an applicant requests that the feasibility study evaluate multiple potential points of interconnection, additional evaluations may be required.

(4) The actual cost of the EDU's additional evaluations shall be paid by the applicant.

(E) The system impact study

(1) No later than five business days after the completion of or a waiver of the feasibility study, the EDU shall provide a distribution system impact study agreement to the applicant, using a form of system impact study agreement in accordance with the EDU's tariff that includes an outline of the scope of the study and a nonbinding good faith estimate of the cost to perform the study.

(2) If the feasibility study concludes there is no adverse system impact, or the study identifies an adverse system impact but the EDU is able to identify a remedy, no system impact study is required.

(3) A system impact study shall evaluate the impact of the proposed interconnection on the safety and reliability of the EDU's system. The study shall:

(a) Identify and detail the system impacts that result when a distributed generation facility is interconnected without project or system modifications.

(b) Consider the adverse system impacts identified in the feasibility study, or potential impacts including those identified in the scoping meeting.

(c) Consider all generating facilities that, on the date the system impact study is commenced, are directly interconnected with the EDU's system.

(d) Consider pending higher queue position of facilities requesting interconnection to the system, or consider pending higher queue position of facilities requesting interconnection having a signed interconnection agreement.

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(4) A system impact study performed by the EDU shall consider the following criteria:

- (a) A load flow study.
- (b) A short circuit analysis.
- (c) A stability analysis.
- (d) Voltage drop and flicker studies.
- (e) Protection and set point coordination studies.
- (f) Grounding reviews.

(5) The EDU shall state the underlying assumptions of the study and show the results of the analyses to the applicant, including the following:

- (a) Any potential impediments to providing the requested interconnection service.
- (b) Any required distribution system upgrades and provide a nonbinding good faith estimate of cost and time to construct the system upgrades.

(F) The facilities study

(1) Within five business days of completion of the system impact study, a report will be transmitted by the EDU to the applicant with a facilities study agreement in accordance with the EDU's interconnection tariff.

(2) When the parties agree at the scoping meeting that no system impact study is required, the EDU shall provide to the applicant, no later than five business days after the scoping meeting, a facilities study agreement in accordance with the EDU's interconnection tariff that enables the EDU to determine the interconnection facilities needed to interconnect the applicant's proposed distributed generation facility at a particular point on the EDU's system.

(3) The facilities study agreement shall include both of the following:

- (a) An outline of the scope of the study.
- (b) A nonbinding good faith estimate of the cost to perform the study to cover the cost of the equipment, engineering, procurement and construction work, including overheads, needed to implement the conclusions of the feasibility study and/or the system impact study to interconnect the distributed generation facility.

(4) The facilities study shall identify all of the following:

- (a) The electrical switching configuration of the equipment, including transformer, switchgear, meters, and other station equipment.

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(b) The nature and estimated cost of the EDU's interconnection facilities and distribution upgrades necessary to accomplish the interconnection.

(c) An estimate of the time required to complete the construction and installation of such facilities.

(5) The parties may agree to permit an applicant to separately arrange for a third party to design and construct the required interconnection facilities under the following conditions:

(a) The EDU may review the facilities to be designed and constructed by a third party under provisions included in the facilities study agreement for that purpose.

(b) The applicant and the third party separately arranging for design and construction agree to comply with security and confidentiality requirements.

(c) The EDU shall provide the applicant with all relevant information and required specifications available to permit the applicant to obtain an independent design and cost estimate for the facilities, which must be built in accordance with the specifications.

Uniform requirements for interconnection agreements

(A) The EDU shall provide the customer with a standard interconnection agreement for distributed generation within five business days following completion of project review. If applicable, the applicant must pay for the interconnection facilities and distribution upgrades identified in the facilities study.

(B) The customer shall have thirty business days or another mutually agreeable time frame after the standard interconnection agreement is received to sign and return the interconnection agreement to the EDU.

(C) When the customer does not sign the agreement within thirty business days, the interconnection request will be deemed withdrawn unless the applicant requests an extension of the deadline in writing. The request for extension shall not be denied by the EDU, unless conditions on the EDU system have changed.

(D) Milestones for construction

(1) When construction is required, the interconnection of the distributed generation will proceed according to any milestones agreed to by the parties in the standard interconnection agreement.

(2) The interconnection agreement may not become effective until the milestones agreed to in the standard interconnection agreement are satisfied, including the following:

(a) The distributed generation is approved by electric code officials with jurisdiction over the interconnection.

(b) The applicant provides a certificate of completion to the EDU; or there is a successful completion of an on-site operational test within ten business days or at a mutually convenient

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time, unless waived. The operational test shall be observed by EDU personnel or a qualified third party with sufficient expertise to verify that the criteria for testing have been met.

(E) Insurance

(1) Any EDU interconnection agreement with the customer shall not require additional liability insurance beyond proof of insurance or any other suitable financial instrument sufficient to meet its construction, operating and liability responsibilities in accordance with the EDU's tariff with respect to this rule.

(2) At no time shall the EDU require the customer to negotiate any policy or renewal of any policy covering any liability through a particular insurance agent, solicitor, or broker.

(F) Alternative dispute resolution

The EDU or the applicant who is a nonmercantile, nonresidential customer may seek resolution of any disputes which may arise out the EDU tariffs filed under these rules, in accordance with Chapter 4901:1-26 of the Administrative Code, for alternative dispute resolution procedures.

(G) Site testing

The applicant must provide the EDU a reasonable opportunity to witness the testing of installed switchgear, protection system, and generator as included in the applicant's installation test plan and maintenance schedule that has been reviewed and approved by the EDU.

(H) Periodic testing

(1) Any periodic tests of the interconnection equipment (including any relays, interrupting devices, control schemes, and batteries that involve protection of the EDU's system) as recommended by the applicant's equipment manufacturer or required by the institute of electrical and electronics engineers (IEEE) 1547 standards, effective as set forth in rule 4901:1-22-03 of the Administrative Code, shall be the responsibility of the applicant.

(2) Such periodic tests shall be included in the applicant's installation test plan and maintenance schedule that has been reviewed and approved by the EDU.

(3) The applicant shall make copies of the periodic test reports or inspection logs available to the EDU for review.

(4) Upon a written request, the EDU is to be informed of the next scheduled maintenance and be able to witness the maintenance program and any associated testing.

(I) Disconnection of the applicant's facility

Except as provided for in paragraph (J)(2) of this rule, when the EDU discovers the applicant's equipment is not in compliance with IEEE 1547 standards, effective as set forth in rule 4901:1-22-03 of the Administrative

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Code, and such noncompliance has the potential to adversely affect the safety and reliability of the electric system, the EDU may disconnect the applicant's facility according to the following procedures:

(1) The EDU shall provide a notice to the applicant with a description of the specific noncompliance condition.

(2) The disconnection can only occur after a reasonable time to cure the noncompliance condition has elapsed.

(J) Other disconnection of the unit

(1) The applicant retains the option to temporarily disconnect from the EDU's system at any time. Such temporary disconnection shall not be a termination of the interconnection agreement unless the customer exercises its termination rights under the interconnection agreement.

(2) The EDU shall have the right to disconnect the applicant's unit(s) without notice in the event of an emergency or to eliminate conditions that constitute a potential hazard to the EDU personnel or the general public. The EDU shall notify the applicant of the emergency as soon as circumstances permit.

(K) Service interruption

During routine maintenance and repairs on the EDU's system consistent with Chapter 4901:1-23 of the Administrative Code, or other commission order, the EDU shall provide the applicant with a seven-day notice of service interruption.

(L) Effective term and termination rights of an interconnection agreement

(1) An interconnection agreement becomes effective when executed by both parties and shall continue in force until terminated under any of the following conditions:

(a) The customer terminates the interconnection agreement at any time by giving the EDU sixty calendar days prior notice.

(b) The EDU terminates the interconnection agreement upon failure of the applicant to generate energy from the applicant's facility in parallel with the EDU's system by the later of two years from the date of the executed interconnection agreement or twelve months after completion of the interconnection.

(c) Either party terminates by giving the other party at least sixty calendar days prior written notice that the other party is in default of any of the material terms and conditions of the interconnection agreement, so long as the notice specifies the basis for the termination and there is reasonable opportunity to cure the default.

(2) All applicants' installations existing on or before the effective date of this rule are exempted from the changes instituted by this rule.

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(3) Upon termination of an interconnection agreement, the applicant's facilities will be disconnected from the EDU's system.

(4) The termination of the interconnection agreement shall not relieve either party of its liabilities and obligations, owed or continuing at the time of the termination.

Backup electricity supply

Replacement electric power for the applicant shall be supplied in accordance with division (C) of section 4928.15 of the Revised Code, by either of the following:

(A) The EDU either at a tariff rate or at the market price as provided for in its tariff.

(B) By the applicant's competitive retail electric service provider at a rate to be determined by contract.

Complaints

All formal complaints brought by applicants or interconnection service customers pursuant to section 4905.26 of the Revised Code, will be handled according to the procedural standards set forth in Chapters 4901-1 and 4901-9 of the Administrative Code. Each EDU must provide to the commission utilities department the name and telephone number of a contact person to assist the commission staff with the resolution of informal complaints regarding provisions in Chapter 4901:1-22 of the Administrative Code.

Exceptions

Except where rule requirements are mandated by federal or state law, the commission may waive any provision contained in this chapter for good cause upon its own motion or upon application by a company.

Special Terms and Conditions of Service

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

Customer Request For Interconnection

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

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

- ~~1. Where no construction is required by the Company and the facility qualifies for simplified interconnection pursuant to the review procedure contained in the Commission Rules, interconnection shall be permitted within four weeks of the Company's receipt of a completed interconnection application in compliance with the terms and conditions of this schedule. Prior to actual interconnection, the customer must execute the interconnection agreement.~~
- ~~2. Where construction or system upgrades of the Company's distribution system are required, the Company shall provide the customer, in a timely fashion, an estimate of the schedule and the customer's cost for the construction or upgrades. If the customer desires to proceed with the construction or upgrades, the customer and the Company shall enter into a contract. The contract shall contain a construction schedule listing target commencement and completion dates, and an estimate of the customer's costs for construction or upgrades. Assuming the customer is ready, the interconnection shall take place no later than two weeks following the completion of such construction or upgrades. The Company shall employ best reasonable efforts to complete such system construction or upgrades in the shortest time reasonably practical.~~
- ~~3. All interconnection applications shall be processed by the Company in a nondiscriminatory manner. The Company shall promptly provide the customer a written notice of the Company's receipt of the application. The Company will endeavor to place such notice in the U.S. Mail or respond by Email within three business days after the application has been received by the Company's personnel designated on the application form. The Company shall provide the customer with a copy of the review process and a target date for processing the application. If the application is viewed as incomplete, the Company must provide a written notice within 10 days of receipt of the application by the Company's personnel designated on the application form that the application is not complete together with a description of the information needed to complete the application and a statement that processing of the application cannot begin until the information is received. The Company's target date shall permit interconnection in a timely manner pursuant to the requirements of the Commission Rules. Interconnection applications will be processed in the order that they are received. It is recognized that certain interconnection applications may require minor modifications while they are being reviewed by the Company. Such minor modifications to a pending application shall not require that it be considered incomplete and treated as a new or separate application. Minor modifications would not include at least the following: changes in facility size or location; any change requiring a new impact study; or any other substantive change.~~
- ~~4. If the Company determines that it cannot connect the customer's facility within the time frames required by the Commission Rules, the Company will notify the customer in writing of that fact as soon as possible. The notification will identify the reason or reasons the interconnection could not be completed within the time frames stated, and provide an estimated date for completion. This section shall not limit the rights of a customer for relief under Ohio Revised Code Chapter 4905.~~

Technical Requirements

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

Metering

~~Any metering installation, testing, or recalibration required by the installation of the customer's generation facilities shall be provided consistent with the Electric Service and Safety Standards pursuant to Ohio Revised Code Chapter 4928, and specifically O.A.C. § 4901:1-10-05 (Metering) and, as applicable, § 4901:1-10-28 (C) (Not Metering).~~

Liability Insurance

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

System Impact and Facilities Studies

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

Interconnection Fees

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

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~~The Company shall charge each customer that applies for interconnection service an application fee as set forth in the Commission Rules. Fees for customer applications for interconnection that meet the qualifications for level 1, level 1.1 or level 1.2 simplified review procedures will be based on the actual costs per one-tenth of an hour of time spent by Company personnel on the simplified review. Customer applications for interconnection that meet the qualifications for level 2 expedited review will be subject to an application fee of \$50.00, plus one dollar per kilowatt of the applicant's system nameplate capacity rating. Interconnection customers whose facilities qualify for level 3 standard review procedures shall pay an application fee of \$100.00, plus two dollars per kilowatt of the applicant's system nameplate capacity rating.~~

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

Additional Fees

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

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

Construction or Upgrade Fees

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

Resolution of Disputes

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

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OHIO POWER COMPANY

Revised Sheet No. 103-88D  
Cancels ~~53<sup>th</sup>~~ ~~42<sup>nd</sup>~~ Revised Sheet No. 103-88D

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TERMS AND CONDITIONS OF  
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Special Terms and Conditions of Service

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

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Summary: Correspondence - tariff changes submitted by Ohio Power Company electronically filed by Mr. Steven T Nourse on behalf of Ohio Power Company