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## LIST OF COMMUNITIES SERVED

OHIO POWER RATE ZONE

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

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## LIST OF COMMUNITIES SERVED

OHIO POWER RATE ZONE

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

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# LIST OF COMMUNITIES SERVED

OHIO POWER RATE ZONE

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

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# LIST OF COMMUNITIES SERVED

OHIO POWER RATE ZONE

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

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# LIST OF COMMUNITIES SERVED

OHIO POWER RATE ZONE

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

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## LIST OF COMMUNITIES SERVED

OHIO POWER RATE ZONE

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

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# LIST OF COMMUNITIES SERVED

OHIO POWER RATE ZONE

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

Filed pursuant to Order dated November 17, 2021 in Case No.20-585-EL-AIR

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## LIST OF COMMUNITIES SERVED

COLUMBUS SOUTHERN POWER RATE ZONE

	COMMUNITY	COMMUNITY
Aberdeen	Circleville	Harrisburg
Addison	Coal Run	Harrisonville
Albany	Coalton	Hartford (Croton P.O.)
Alexandra	Columbus	Haydenville
Allensburg	Constitution	Hemlock Grove
Allensville	Coolville	Hilliard
Amesville	Corner	Hillsboro
Antiquity	Coulter	Hockingport
Athens	Creola	Hollister
Bainbridge	Danville	Idaho
Barlow	Darbydale	Jackson (Part)
Beckett	Decatur	Jacksonville
Belfast	Delaware	Johnstown
Belpre	Dexter City	Kanauga
Bentonville	Doanville	Kerr
Beverly	Dodsonville	Kilbourne
Bexley	Dublin	Kyger
Bidwell	Duffy	Latham
Bishopville	Dundas	Lawshe
Blackfork	East Monroe	Layman
Blue Creek	Elba	Leonardsburg
Boston	Eureka	Letart Falls
Bourneville	Ewington	Lewis Center
Bradbury	Fincastle	Little Hocking
Brice	Firebrick	Locust Grove
Briggs	Floodwood	Londonderry
Buchtel	Frost	Long Bottom
Buford	Gahanna	Lowell
Carbondale	Galena	Lower Salem
Carbon Hill	Gallipolis	Lyndon
Carpenter	Galloway	Lynx
Centerburg	Grandview	Lyra
Centerville (Thurman P.O.)	Grandview Heights	Macksburg
Chauncey	Grove City	Macon
Cherry Fork	Groveport	Manchester
Cheshire	Guysville	Marble Cliff
Chester	Hamden	Marietta
Chillicothe	Hannibal	Marshall

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## LIST OF COMMUNITIES SERVED

COLUMBUS SOUTHERN POWER RATE ZONE

COMMUNITY	COMMUNITY	COMMUNITY
Massieville	Rarden	Veto
McArthur	Rainsboro	Vigo
McDermott	Ray	Vincent
McLeish	Reedsville	Vinton
Middleport	Reno	Wade
Millfield	Reynoldsburg	Warner
Mineral	Richmondale	Waterford
Minersville	Rio Grande	Watertown
Minerva Park	Riverlea	Waverly
Mowrystown	Riverview	Wellston
Murray City	Roads	Westerville (Part)
Mt. Pleasant	Rock Springs	West Jefferson (Jefferson)
Mt. Sterling	Rodney	West Union
Nelsonville	Rome (Stout P.O.)	Whipple
New Albany	Sardinia	Whitehall
New Marshfield	Sardis	Wilkesville
New Martinsburg	Scioto Furnace	Winchester
New Matamoras	Seaman	Worthington
New Petersburg	Shade	Zaleski
New Plymouth	Sharpsburg	
Newport	Sinking Spring	
New Rome	South Olive	
Northrup	South Salem	
Oak Hill	South Webster	
Obetz	Stewart	
Orient	Sugar Tree Ridge	
Otway	Summit Station	
Pataskala	Sunbury	
Pedro	Swift	
Peebles	The Plains	
Piketon	Torch	
Pomeroy	Trimble	
Porter	Tuppers Plains	
Porterfield	Union Furnace	
Portland	Upper Arlington	
Powell	Urbancrest	
Radcliff	Valleyview	

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# TERMS AND CONDITIONS OF SERVICE

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#### 2. APPLICATION FOR SERVICE

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

Filed pursuant to Order dated November 17, 2021 in Case No. 20-585- EL-AIR

Issued: March 16, 2023

# TERMS AND CONDITIONS OF SERVICE

Electric 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 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 service, the Company may require that the customer submit written specifications of the electrical apparatus to be operated by service and to provide to 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. 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 (2) 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 Service and the schedules applicable to the customer's class of business will be made available 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 (1) rate schedule, the Company will endeavor to advise the customer as to which rate schedule is the most advantageous for the prospective service. The customer shall then select the rate schedule upon which the contract for service shall be based. The Company under no circumstances guarantees that the rate under which a customer is billed is the most favorable rate.

## 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 Public Utilities

Filed pursuant to Order dated November 17, 2021 in Case No. 20-585- EL-AIR

Issued: March 16, 2023

## TERMS AND CONDITIONS OF SERVICE

Commission of Ohio, 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 service to a premise where unsafe conditions exist.

The Company reserves the right to inspect any service that has been disconnected/deenergized for a period for 6 months or more prior to reconnecting the service.

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. In addition, the Company has the right to refuse connection of service if the Company believes a safety hazard is present.

## 8. LOCATION & 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, repair and maintenance of necessary company equipment so that the equipment may be protected from damage.

The customer shall provide suitable space and access to same, for the installation and maintenance of necessary equipment and other facilities, so that they may be protected from injury by

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Issued: March 16, 2023

Effective: Cycle 1 April 2023

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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, shall be protected by a Company approved barrier erected by the customer to guard against loss, damage or injury to persons or property.

For suitable room or vault, the room or vault should have access control and the use of the room should be limited to electrical equipment. Customer shall be responsible for preparing the path or access way for equipment to be removed or replaced.

The Customer needs to provide space on their property for installation of equipment. If underground is not the standard service, the customer must pay to underground the equipment.

#### 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 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 Electrical Code and the National Electrical Safety Code) for vertical clearance requirements of service drop conductors) and shall be located at a point convenient to the Company's lines for making connections thereto, and each of the service wires shall extend at least eighteen (18) inches from the weatherhead on the end of the conduit or cable for making service connections. Service entrance equipment shall be properly grounded and shall be installed so that the disconnecting means is readily accessible. Where customers install service entrance facilities which have capacity and layout specified by the Company and/or install and use certain utilization equipment specified by the Company, the Company may provide or offer to own certain facilities on the customer's side of the point where the service wires attach to the building.

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

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

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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 and/or outside 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 can not be completed due to customer installation issues.

#### During Normal Business Hours

Service Fee Multiple Trips	\$31.00	
Other Than Normal Business Hours	Off Shift	<u>Sunday or Holiday</u>
Service Fee Multiple Trips	\$97.00	\$127.00

# 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 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. The Company, at its discretion and where practicable, will consider alternative route designs on the customer's premises, and the customer will be responsible for the incremental costs associated with the alternative route.

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.

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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 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.

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#### 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 nonpremium 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 nonpremium 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.

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.

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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 service when adequate facilities are available. Customers who have seasonal operations at permanent locations, or who have other sources of energy supply and desire service for standby or breakdown purposes, must contract for permanent service under a schedule applicable to the customer's class of business and will be subject to the terms of that schedule including the minimum bill and term of contract provisions.

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

Service requiring only reading-in and reading-out an existing meter - \$61.00

Single-phase 120/240 volt service from existing source with adequate capacity, up to 200 Ampere; \$383.00 overhead and \$144.00 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

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municipality or other public authority (to the extent that such cost exceeds the cost of construction of the Company's standard facilities) shall be paid for by that municipality or public authority. The "cost of any change" as used herein, shall be the cost to the Company of such change. The "cost of special construction" as used herein, shall be the actual cost to the Company in excess of the cost of standard construction. When a charge is to be based on the excess cost, the Company and municipality or other public authority shall negotiate the amount thereof.

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

#### 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 include the Company's standard overheads, tax gross-up where applicable, 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 to the extent the scope has significantly changed. Customers may request an itemization of cost.

#### 13. NOMINAL VOLTAGE LEVELS

The Company has established nominal service voltages of 60 cycle alternating current of which at least one (1) of the following characteristics shall be made available to a customer in each category, the particular voltage and service characteristics to be at the option of the Company based on what is technically feasible at the location:

<u>Secondary Distribution System</u> - Nominal regulated voltages of 120, 120/208, 120/240, or 240/480 volts, single phase and 120/208, 120/240, 240, 240, 240/480, 277/480 and 480 volts, 3 phase.

<u>Primary Distribution System</u> - 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, 3 phase.

<u>Transmission</u> - Nominal, unregulated voltages of 23,000, 34,500, 40,000. 69,000, 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 five percent (+/-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. The customer is required to supply, install and maintain the mounting or meter enclosures or sockets. The Company 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

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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, or if it is a radio frequency meter the customer is required to run conduit and allow the installation of required communications equipment such as cabling, an external antenna, etc. If any location provided by the customer causes the meter to register incorrectly, the Company 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 the customer's use of the customer's premises, shall be paid by the customer.

The authorized agents or employees of the Company shall have free access at all reasonable hours to meter and or the premises of the customer for the purpose including, but not limited to installing, reading, testing, removing, disconnecting, and auditing meters or other devices, belonging to the Company.

The Company will test its meters at its discretion or at the request of the customer. Any meter found by test to be registering within the range of plus or minus two percent (+/- 2%) will be considered as registering accurately. 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 \$75.00 fee for a single phase meter test and an \$100.00 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.

The Company will replace at its expense any meter registering incorrectly and make billing corrections in accordance with the Billing and Bills Payable section.

When service has been obtained through tampering practices, the customer will be charged a minimum fee of \$52.00 for the Company to investigate and 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.

The Company will only provide unmetered service in certain circumstances such as temporary or seasonal service unless provided for in another schedule.

#### 15. INTERVAL METERING INSTALLATIONS

A customer may request an interval meter. The cost of any interval metering facilities installed by the Company as a result of such request shall be paid by the customer. The customer shall make a one-time payment for the metering facilities at the time of installation of the requested facilities, or at the customer's option, up to 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 of twenty-five percent (25%) of the total cost of the metering facilities.

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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 service 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	66.00
Perform manual meter reading	50.00
Check phone line and perform manual meter reading due to communication loss	55.00
Replace surge protector	119.00
Replace interval board	137.00
Replace modem board	236.00
Replace interval and modem boards	276.00
Monthly carrier charge	1mb plan is \$0.65 per month

The customer 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 may communicate with the meter for the purpose of obtaining usage data, subject to the Company's communication protocol.

#### 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.

- 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

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(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.

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 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.

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 net metering service or generation service under a time differentiated rate.

Customers or property owners who refuse both the meter opt-out option 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 electric energy given herein are classified by the character of use of such energy and are not available for service except as provided therein.

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

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.

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All apparatus used by the customer shall be of such type as to secure the highest practical commercial efficiency, power factor and the proper balancing of phases. Motors which are frequently started or motors arranged for automatic control, must be of a type to give maximum starting torque with minimum current flow, and must be of a type, and equipped with controlling devices, approved by the Company.

The operation of certain electrical equipment can result in disturbances (e.g., voltage fluctuations, harmonics, etc.) on the Company's transmission and distribution systems which can adversely impact the operation of equipment for other customers. 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 service to customers who have other sources of energy supply except under schedules which specifically provide for same. The term "other sources of energy supply" as used in these Terms and Conditions of Service or in any of the Company's schedules shall mean "other sources of electric energy supply" except where the Company provides service as standby or partial standby for a source of energy other than electric energy.

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

#### 18. RESALE OF ENERGY

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

A customer cannot engage in a resale of electricity if the resale would constitute the activities of an electric light company under Section 4905.03 of the Ohio revised Code. In addition, resale of energy will be permitted for electric service and related billing as they apply to the resale or redistribution of electrical service from a landlord to a tenant where the landlord is not operating as a public utility, and the landlord owns the property upon which such resale or redistribution takes place.

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#### 19. CUSTOMER'S LIABILITY

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

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

In no event however shall this provision affect minimum demand or billing charges in any billing period to the date on which the Company receives the customer notice required above unless that notice is received within fifteen (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 service received, the charges for such service being determined pursuant to the schedule under which customer had been served prior to the event except for the minimum demand or billing charges which were waived as a consequence of this provision. Under no circumstance shall the waiver of the minimum demand or billing charges extend beyond the time the cause of the service decrease has been removed. On the date that the cause of the service decrease has been removed, billing shall resume pursuant to the customer's schedule and/or contract.

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

If the event causing the service decrease is of such severity that the customer decides not to continue in business at the affected location, and so notifies the Company in writing, the above provision will not be applied. Under such circumstances the customer will pay to the Company (1) a sum equal to the value of the Company's estimated original plant in service including the cost of the transmission lines and other equipment erected or reserved specifically for that customer's use, less

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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.

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

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

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

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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 supply 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 electric service, caused by the negligence of the Company or its employees or agents, but any such liability shall not exceed the cost of repairing, or 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), meters and other apparatus which may be required for the proper measurement of and protection to its service. All such apparatus shall be and remain the property of the Company and the Company shall be granted ready access to the same, except to read inside meters. Such access to inside meters shall be granted upon reasonable request to residential customers during regular business hours.

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.

#### 21. RESIDENTIAL SERVICE

The Residential Customer is a customer whose domestic needs for electrical 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 service schedule. The customer may not take service for two (2) or more separate residences through a single meter under any schedule, irrespective of common

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ownership of the several residences, except that in the case of an apartment house with a number of individual apartments the landlord shall have the choice of providing separate wiring for each apartment so that the Company may supply each apartment separately under the residential schedule, or of purchasing the entire service through a single meter under the appropriate general service schedule.

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

Detached building or buildings, actually appurtenant to the residence, including but not limited to 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 based on whether or not the structures are used for commercial business. Commercial use will be billed according to the appropriate general service 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

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

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

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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 is left with the Company 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 of electric energy delivered at the customer's premises. Bills will be rendered by the Company to the customer monthly in accordance with the schedule selected applicable to the customer's service with the following exception:

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

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

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 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 payments received through the Postal Service are considered paid when received at the Company's business offices. Failure to receive bill will not entitle customer to any discount or to the remission of any charge for nonpayment within the time specified. For purposes of

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this Section, the word "month" as used herein and in the schedules is hereby defined to be the elapsed time between two successive meter readings approximately thirty (30) days apart.

For any General Service customer who agrees to make payments to the Company by electronic transfer, the 21 days provision in the Delayed Payment Charge in the General Service tariffs shall be modified to 22 days. If the 22nd day falls upon a weekend or the legal holidays of New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, the payment must be received by the next business day to avoid the Delayed Payment Charge. In no event shall this provision apply to Supplement No. 21.

If the customer fails to pay in full any final bill for service rendered and said customer receives like service at another location, the Company may transfer the unpaid balance of the final bill to the said 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 consumer 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 Company will, for the period of time that incorrect billings can be established, adjust the meter readings and billings to reflect all available information concerning the actual use by the customer. Any resulting overpayment will be paid or credited to the customer. Unless the customer and the Company agree otherwise, the Company will bill nonresidential 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 be under dispute, the Company will continue to supply service and the customer shall continue to pay the amounts billed until a final determination is made.

A customer shall be charged \$12.00 for any dishonored payment received in payment for a bill rendered by the Company, unless the customer shows that the bank was in error.

## 24. TERMINATION OF SERVICE AT CUSTOMER'S REQUEST

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

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

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#### 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 any safety concerns have been addressed, 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 \$18.00 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 office by 12:30 p.m., and otherwise as soon as possible but not later than the close of the Company's next regular working day. When such payment is made after 12:30 p.m. and the Company's employees cannot reconnect the service prior to the end of their normal workday, and the customer prefers to be reconnected prior to the beginning of the next regular workday, the disconnection and reconnection charge payable prior to reconnection will be the overtime rate specified below, an amount which recognizes the Company's average additional cost of reconnecting a customer outside of normal working hours. 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.

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#### **During Normal Business Hours**

Reconnect at Meter		\$0.00
Reconnect at Pole		\$161.00
Install Locking Device and Reconnect		\$78.00
Other Than Normal Business Hours	Off Shift	<u>Sunday or Holiday</u>
Reconnect at Meter	\$0.00	\$0.00
Reconnect at Pole	\$222.00	\$261.00

When service has been terminated at the pole, per the customer's request, for non-credit related reasons, the customer will be assessed a \$160.00 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 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 (6) hours;
- j. Upon the customer's request;
- k. A former customer, whose account is in arrears;
- I. 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 safe and free access at all

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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 (excluding mercantile) 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. Mercantile 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 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.

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A Governmental Aggregator<sup>1</sup> must provide 10 days written notice to the Company if it plans to return a group of customers from the Aggregation Program to the Standard Service Offer prior to the scheduled expiration of the Aggregation Program, which notice shall also be docketed at the same time in the EL-GAG docket before the Public Utilities Commission of Ohio created for that Aggregation Program. Ten days prior to the return, the Governmental Aggregator shall also provide notice to the Company of the name, service address, and account number of all customers who are being returned to the SSO, as well as 36 months of energy consumption data, or the maximum amount of such data that is available up to 36 months, for the returning customers, by customer class. The notice shall specify the reason for returning such customers to the Standard Service Offer prior to the scheduled expiration of the Aggregation Program. This provision does not apply to a Governmental Aggregator that returns customers to the Standard Service offer: 1) at the end of the aggregation term, or 2) due to a supplier default.

If more than 5,000 customers are returned to the Standard Service Offer by a Governmental Aggregator from an opt-out aggregation program before the end of the aggregation term, the Governmental Aggregator may not offer an opt-out aggregation program for a minimum stay of at least twelve months following that return or a later date as may be ordered by the Public Utilities Commission of Ohio. Customers prematurely returned to the Standard Service Offer by the Governmental Aggregator are not prevented from shopping for Competitive Retail Electric Service from an Alternate Generation Supplier.

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, MDMAs 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, MDMAs and BAs are collectively referred to as Competitive Service Providers (CSPs).

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<sup>&</sup>lt;sup>1</sup> "Governmental aggregator' means a legislative authority of a municipal corporation, a board of township trustees, or a board of county commissioners acting as an aggregator for the provision of a competitive retail electric service under authority conferred under section <u>4928.20</u> of the Revised Code." R.C. 4928.01(A)(13)

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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.

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 referred to the Commission's Apples to Apples on-line comparison chart to compare current offers or will be mailed an information package containing a summary of the Customer Choice program and a current list of CRES Providers.

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 1.8% additional average losses of amounts received by the Company for delivery to the customer. Customers served at secondary distribution voltage require 5.1% additional average losses of amounts received by the Company for delivery to the customer.

#### 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	CHARGES / CREDITS	
LINE		
1100	Network Integration Transmission Service	
1108	Transmission Enhancement	
1115	Transmission Enhancement Settlement (EL05-121-009)	
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.

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# 31. SUPPLIER TERMS AND CONDITIONS OF SERVICE

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# 31.2 APPLICATION

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

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

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#### 31.3 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.

# 31.4 RTO SETTLEMENTS AND RELIABILITY REQUIREMENTS

#### a. 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 demand-metered general service customers 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 Load Serving Entity (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."

#### b. 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.

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#### 31.5 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.

### 31.6 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 Annual CRES Provider Registration Application for Power Marketer Services in Ohio Power Company dba/AEP Ohio, along with a nonrefundable \$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 31.7 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. This requirement is inapplicable to power brokers not also engaged in other CRES activities.
- e. The name of the CRES Provider, business and mailing addresses, and the names, telephone numbers and e-mail addresses of appropriate contact persons, including the 24-hour emergency contact telephone number and emergency contact person(s).
- f. Details of the CRES Provider's dispute resolution process for customer complaints.
- g. An executed Electric Distribution Company/Competitive Retail Electric Service Provider Agreement for Ohio Power Company's Ohio Retail Access Program 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

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Company. This requirement is inapplicable to power brokers not also engaged in other CRES activities.

- 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. This requirement is inapplicable to power brokers not also engaged in other CRES activities.
- I. 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.
- e. The CRES Provider has failed to execute an Electric Distribution Utility/Competitive Retail Electric Service Provider Agreement for Ohio Power Company's Ohio Retail Access Program, and/or has not successfully completed EDI testing for applicable transaction sets necessary for the commencement of service.
- f. The CRES Provider is no longer certified by the PUCO.

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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 Provider remain bound by the rules and requirements of the applicable Company Tariff under which they receive delivery service from the Company.

# 31.7 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. This requirement is inapplicable to power brokers not also engaged in other CRES activities.

#### 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. This requirement is inapplicable to power brokers not also engaged in other CRES activities.

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

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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 quaranty is a financial quaranty, not a performance quaranty, (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\_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;

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

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#### 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.

#### 31.8 CUSTOMER ENROLLMENT PROCESS

#### a. Pre-Enrollment Customer Information List

The Company will offer the Customer Information List to PUCO certified parties that are registered with AEP Ohio via the web portal. The list will be updated monthly and once the list has been updated, a CRES Provider, or other registered party must use the most current Customer Information List to contact customers.

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

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

Customer name Service address Service city Service state and zip code Mailing address Mailing city Mailing state and zip code Rate schedule under which service is rendered Rider (if applicable) Customer load profile reference category Switched Status Meter type (if readily available)

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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 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 (Letter of Authorization or LOA). CRES Providers must have on file an LOA and must provide the LOA upon request by the Company or PUCO Staff, subject to periodic audit. 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") 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.

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 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.

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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). If a CRES Provider enrolls customers in a government aggregation, it must provide a government aggregation code in the EDI transaction

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.

# 31.9 CONFIDENTIALITY OF INFORMATION

All confidential or proprietary information made available by one party to the other in connection with the registration of a CRES Provider with the Company and/or the subsequent provision and receipt of service under these Supplier Terms and Conditions of Service, including but not limited to load data, and information regarding the business processes of a party and the computer and communication systems owned or leased by a party, shall be used only for purposes of registration with the Company, receiving or providing service under these Supplier Terms and Conditions of Service and/or providing Competitive Retail Electric Service to customers in the Company's service territory. Other than disclosures to representatives of the Company or the CRES Provider for the purposes of enabling that party to fulfill its obligations under these Supplier Terms

and Conditions of Service or for the CRES Provider to provide Competitive Retail Electric Service to customers in the Company's service territory, a party may not disclose confidential or proprietary information without the prior authorization and/or consent of the other party.

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

# 31.10 LOSSES

The CRES Provider must provide electricity to cover both transmission and distribution losses as required to serve customers at various delivery voltages Customers served at transmission voltages

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require no additional losses other than the losses specified in the applicable Open Access Transmission Tariff. Customers served at primary distribution voltage require 1.8% additional average losses of amounts received by the Company for delivery to the customer. Customers served at secondary distribution voltage require 5.1% additional average losses of amounts received by the Company for delivery to the customers received by the Company for delivery to the customers received by the Company for delivery to the customers received by the Company for delivery to the customer.

# 31.11 METER SERVICE PROVIDERS (MSPs)

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

- a. A \$500.00 initial registration fee payable to the Company and a \$100.00 annual registration fee thereafter.
- b. Proof of creditworthiness to the Company, including an appropriate financial instrument to be held by the Company and used in the event of damages as a result of the MSP's actions.
- c. The name of the MSP, business and mailing addresses, and the names, telephone numbers and e-mail addresses of appropriate contact persons, including the 24-hour emergency contact telephone number and emergency contact person(s).
- d. Details of the MSP's dispute resolution process for customer complaints.
- e. A signed statement by the officer(s) of the MSP committing it to adhere to the Company's open access distribution schedules, Terms and Conditions of Open Access Distribution Service, Supplier Terms and Conditions of Service and any additional requirements stated in any agreement between the MSP and the Company regarding services provided by either party.
- f. Proof of an electrical subcontractor's license issued by the Ohio Department of Commerce, including the name of the person or entity to which the license has been issued, license number and expiration date. Certification may require an employee to be a licensed electrician in the service area where work is performed.
- g. Description of the (a) applicant's electric meter installation, maintenance, repair and removal experience, (b) applicant's training and experience regarding electrical safety and (c) educational and training requirements in electrical work and safety that the MSP will require from its employees before they are permitted to install, maintain, repair or remove electric meters or metering devices.

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

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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.

#### 31.12 METER DATA MANAGEMENT AGENTS (MDMAs)

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

- a. A \$100.00 annual registration fee payable to the Company.
- b. Proof of creditworthiness to the Company, including an appropriate financial instrument to be held by the Company and used in the event of damages as a result of the MDMA's actions.
- c. The name of the MDMA, business and mailing addresses, and the names, telephone numbers and e-mail addresses of appropriate contact persons, including the 24-hour emergency contact telephone number and emergency contact person(s).
- d. Details of the MDMA's dispute resolution process for customer complaints.
- e. A signed statement by the officer(s) of the MDMA committing it to adhere to the Company's Open Access Distribution Schedules, Terms and Conditions of Open Access Distribution Service, Supplier Terms and Conditions of Service and any additional requirements stated in any agreement between the MDMA and the Company regarding services provided by either party.
- f. Description of the (a) applicant's experience in meter reading, data validation, editing and estimation, and other data management activities and (b) educational and training requirements that the MDMA will require from its employees before they are permitted to perform such meter reading, data validation, editing and estimating and other data management activities.

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

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

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- I. 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.

### 31.13 CONSOLIDATED BILLING BY A CRES PROVIDER OR ITS BILLING AGENT (BA)

A CRES Provider or its BA may perform supplier consolidated billing pursuant to the terms and conditions established by the Public Utilities Commission of Ohio in Case Nos. 16-1852-EL-SSO et al.

### 31.14 CONSOLIDATED BILLING BY THE COMPANY

Upon request, pursuant to Section 30.22 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.

#### 31.15 METERING AND LOAD PROFILING

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

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repair is not possible will be performed at cost, based upon premise installation and load requirements. Interval metering fees and charges are addressed in Section 15 of this tariff.

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.

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.

# 31.16 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.

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#### 31.17 LIABILITY AND INDEMNIFICATION

a. <u>General Limitation on Liability</u>

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

b. Limitation on Liability for Service Interruptions and Variations

The company does not guarantee continuous regular and uninterrupted supply of service. The Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. The Company is also not liable for any damages due to accident, strike, 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. <u>Commission Approval of Limitations on Liability</u>

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.

- 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

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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.

### 31.18 COMPETITIVE SERVICE PROVIDER'S LIABILITY

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

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

#### 31.19 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.

#### 31.20 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,

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(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 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.

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- 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
    - 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:

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- 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.
- 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 30 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 scheduled billing 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. Customer payments for CRES Provider charges will be remitted by the Company to the appropriate CRES Provider, subject to the payment provisions in Section 32.23a of these Supplier Terms and Conditions of Service.
- 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 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 30 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 scheduled billings after the relationship between the CRES Provider and the customer terminates.

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- 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 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 are submitted to the Company.

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- 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 32.23a of these Supplier Terms and Conditions of Service.
- 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 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.

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#### 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.

### I. 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.

# 31.21 CUSTOMER PAYMENT PROCESSING AND COLLECTIONS FOR CONSOLIDATED BILLING

Where the Company acts as the billing agent for the CRES Provider, the Company shall reimburse the CRES Provider for all charges collected on behalf of the CRES Provider 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 one (1) scheduled billing period after the relationship terminates. If no payments are received from the customer after the Company has presented charges for the next scheduled billing period, 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 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.

# 31.22 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

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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.

#### 31.23 DEFAULT SUSPENSION AND TERMINATION OF A CRES PROVIDER

### a. Default.

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

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

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- 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 CRES provider to deliver Competitive Retail electric Service and the Commission does not act within fee (5) business days after receipt of the request, the Company's request to terminate or suspend shall be deemed within five (5) business days after receipt of the request, the Company's request to terminate or suspend shall be deemed suthorized on the request 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 request by the Commission. Terminations or suspensions shall require authorization from the Commission.

c. Notices.

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

d. Effect of Suspension

In the event of suspension, the <u>CRES</u> 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

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Program, pursuant to the requirements of Section 31.8 of these Supplier Terms and Conditions of Service.

# 31.24 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.

# 31.25 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.

# 31.26 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.
- 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.

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- 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.
- 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;

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(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, 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.

# 32. 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.

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#### 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 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.

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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.

(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.

(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.

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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.

(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.

(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

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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 Electrical 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.

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(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.

(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, bidirectional) 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.

(I) 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.

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(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.

(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,

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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 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.

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#### 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 twentyfive 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:

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(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.
- (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 Electrical 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.

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### (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.

### 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-

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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.

(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.

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(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 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.

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(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.

(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

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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 singlephase 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.

(I) 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,

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(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 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

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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.

(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.

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(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:

(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.

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## (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.

(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

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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.

(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:

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- (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.

(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.

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(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.

(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.

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(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.

(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.

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(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 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.

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(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.

(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 sevenday 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.

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(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

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 Service and all provisions of the standard service schedule under which the customer takes service. If applicable, the customer shall also take the appropriate service under the provisions of Schedule COGEN/SPP, Schedule SBS and/or Schedule NEMS.

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# **Applicable Riders**

Rider Description	Standard Service	Competitive Supplier*	Sheet No.
Basic Transmission Cost Rider	Yes	Yes	400-1
KWH Tax Rider	Yes	Yes	402-1
Universal Service Fund Rider	Yes	Yes	404-1
Pilot Throughput Balancing Adjustment Rider	Yes	Yes	406-1
Enhanced Service Reliability Rider	Yes	Yes	408-1
gridSMART <sup>®</sup> Phase 2 Rider	Yes	Yes	410-1
Distribution Investment Rider	Yes	Yes	412-1
Storm Damage Recovery Rider	Yes	Yes	414-1
Bad Debt Rider	Yes	Yes	416-1
Economic Development Cost Recovery Rider	Yes	Yes	420-1
Legacy Generation Resource Rider	Yes	Yes	422-1
Retail Reconciliation Rider	Yes	N/A	424-1
SSO Credit Rider	Yes	Yes	425-1
Power Forward Rider	Yes	Yes	428-1
Smart City Rider	Yes	Yes	430-1
Tax Savings Credit Rider	Yes	Yes	432-1
Solar Generation Fund Rider	Yes	Yes	433-1
Generation Energy Rider	Yes	N/A	450-1
Generation Capacity Rider	Yes	N/A	451-1
Auction Cost Reconciliation Rider	Yes	N/A	452-1
Energy Efficiency and Peak Demand Reduction Rider	Yes	Yes	453-1
Alternative Energy Rider	Yes	N/A	454-1
Interruptible Power Rider – Legacy Discretionary Rider	Yes	Yes	470-1
Interruptible Power Rider – Expanded Service Discretionary Rider	Yes	Yes	471-1
Automaker Credit Rider	Yes	Yes	472-1
Alternate Feed Service	Yes	Yes	474-1
Pilot Demand Response Rider	Yes	Yes	475-1
Underground Service Tariff	Yes	Yes	476-1

\* Items noted as N/A within the Competitive Supplier section are bypassable and are only applicable to non-shopping customers.

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# SCHEDULE CROSS REFERENCE

Standard Service O	ffer	Sheet No.	Competitive Sup	plier*	Sheet No.
RESIDENTIAL SERVICE			RESIDENTIAL SERVICE		
Regular	RS	210-1	Regular	RS	210-1-
-		210-2	_		210-2
Demand-Metered	RSDM	214-1-	Demand-Metered	RSDM	214-1-
		214-2			214-2
Time-of-Use	RS-TOU	215-1-	N/A		
		215-2			
Time-of-Day	RS-TOD	216-1	N/A		
Time of Day	NO TOD	216-2			
GENERAL SERVICE		210-2	GENERAL SERVICE		
General Service–Non-Demar	nd Matarad	220-1-	General Service–Non-Der	mand Matered	220-1-
General Service-Non-Demai	GS-1	220-1-	General Service-Non-Der	GS-1	220-1-
General Service	GS	220-2	General Service		220-2
General Service	65		General Service	GS	
Time of Lloo		220-7			220-7
Time-of-Use	GS-TOU	221-1-	N/A		
		221-2			
Time-of-Day	GS-TOD	222-1-	N/A		
		222-2			
County and Independent Fair	s GS-FAIR	228-1-	County and Independent F	airs	228-1-
		228-2			228-2
Area Lighting	AL	240-1-	Area Lighting	OAD-AL	240-1-
0		240-4	0.0		240-4
Street Lighting	SL	241-1-	Street Lighting	OAD-SL	241-1-
5 5		241-5	5 5		241-5
Electric Heating General	EHG	250-1-	Electric Heating General	OAD-EHG	250-1-
Lieeane nearing conterai	2.10	250-2		0/12/2010	250-2
Electric Heating Schools	EHS	251-1-	Electric Heating Schools	OAD-EHS	251-1-
Electric riccaring contoolo	LIIO	251-2	Electric Houting Concolo	ONE ENG	251-2
School Service	SS	252-1-	School Service	OAD SS	252-1-
School Service	00	252-1-			252-1-
Church and School Service		252-2	N/A		232-2
	Supp No. 10	255-1	IN/A		
	Supp.No.18		Dublic Authority Delevered		055.4
Public Authority Delayed Pay		255-1	Public Authority Delayed F		255-1
	Supp.No.21	000.4		Supp.No.21	
Generation Station Power	GSP	260-1-	N/A		
		260-2			
Net Energy Metering Service	NEMS	261-1-	Net Energy Metering Servi	ce NEMS	261-1-
		261-2			261-2
Net Energy Metering Service	•	262-1-	Net Energy Metering Servi	ce –	262-1 –
	NEMS-H	262-2	Hospitals NEMS-H		262-2
Cogeneration and/or Small P	ower	263-1-	N/A		
	OGEN/SPP	263-2			
Pilot Plug-In Electric Vehicles		270-1	Pilot Plug-In Electric Vehic	les PEV	270-1
Pole Attachment Tariff	PA	300-1-	Pole Attachment Tariff	PA	300-1-
		300-3			300-3
					, )( /( /=. )

Filed pursuant to Order dated November 17, 2021 in Case No. 20-585-EL-AIR.

# SCHEDULE CROSS REFERENCE

Standard Service Offer	Sheet No.	Competitive Supplier*	Sheet No.
RIDERS			
Basic Transmission Cost Rider	400-1-	Basic Transmission Cost Rider	400-1-
	400-2		400-2
KWH Tax Rider	402-1	KWH Tax Rider	402-1
Universal Service Fund Rider	404-1	Universal Service Fund Rider	404-1
Pilot Throughput Balancing Adjustment	406-1	Pilot Throughput Balancing Adjustment	406-1
Rider		Rider	
Enhanced Service Reliability Rider	408-1	Enhanced Service Reliability Rider	408-1
gridSMART Phase 2 Rider	410-1	gridSMART Phase 2 Rider	410-1
Distribution Investment Rider	412-1	Distribution Investment Rider	412-1
Storm Damage Recovery Rider	414-1	Storm Damage Recovery Rider	414-1
Bad Debt Rider	416-1	Bad Debt Rider	416-1
Economic Development Cost Recovery	420-1	Economic Development Cost Recovery	420-1
Rider		Rider	
Legacy Generation Resource Rider	422-1	Legacy Generation Resource Rider	422-1
Retail Reconciliation Rider	424-1	N/A	
SSO Credit Rider	425-1	SSO Credit Rider	425-1
Power Forward Rider	428-1	Power Forward Rider	428-1
Smart City Rider	430-1	Smart City Rider	430-1
Tax Savings Credit Rider	432-1	Tax Savings Credit Rider	432-1
Solar Generation Fund Rider	433-1	Solar Generation Fund Rider	433-1
Generation Energy Rider	450-1	N/A	
Generation Capacity Rider	451-1-	N/A	
	451-2		
Auction Cost Reconciliation Rider	452-1	N/A	
Energy Efficiency and Peak Demand	453-1	Energy Efficiency and Peak Demand	453-1
Reduction Rider		Reduction Rider	
Alternative Energy Rider	454-1	N/A	
Interruptible Power Rider – Legacy	470-1-	Interruptible Power Rider – Legacy	470-1-
Discretionary Rider IRP-L	470-3	Discretionary Rider	470-3
Interruptible Power Rider – Expanded	471-1-	Interruptible Power Rider – Expanded	471-1-
Discretionary Rider IRP-E	471-2	Discretionary Rider	471-2
Automaker Credit Rider	472-1	Automaker Credit Rider	472-1
Alternate Feed Service Rider	474-1-	Alternate Feed Service Rider	474-1-
	474-5		474-5
Pilot Demand Response Rider	475-1	Pilot Demand Response Rider	475-1
Underground Service Tariff	476-1	Underground Service Tariff	476-1

\* Items noted as N/A within the Competitive Supplier section are bypassable and are only applicable to non-shopping customers.

Filed pursuant to Order dated November 17, 2021 in Case No. 20-585-EL-AIR.

### SCHEDULE RS (Residential Service)

### Availability of Service

Available to customers desiring secondary service for all residential purposes through one meter to a single or double occupancy dwelling unit including farm dwellings and who request and receive electric generation service from either a SSO or a qualified CRES Provider. Customers desiring primary voltage will be served under a general service schedule. A dwelling unit consists of a kitchen, bathroom, and heating facilities connected on a permanent basis. Service to appurtenant buildings may be taken on the same meter. This rate is not available for common areas of separately metered apartments and condominium complexes, nor to a separate meter which serves other non-dwelling applications. 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 based on whether or not the structures are used for commercial business. Commercial use will be billed according to the appropriate general service schedule.

# Monthly Rate (Schedule Code 015,820)

	Distribution
Customer Charge (\$)	10.00
Monthly Energy Charge (¢ per KWH)	2.63125

### Minimum Charge

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

### Payment

Bills from the Company are due and payable in full by mail, checkless payment plan, electronic payment plan, or at an authorized payment agent of the Company within 21 days after the mailing of the bill.

### Delayed Payment Charge

As of April 1, 2022, on all residential accounts not paid within 7 days after the due date, an additional charge of one and one-half percent (1.5%) of the total amount billed will be due.

### Applicable Riders

Monthly Charges computed under this schedule shall be adjusted in accordance with the Commissionapproved riders on Sheet Number 104-1.

### Term of Contract

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

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## SCHEDULE RS (Residential Service)

#### Special Terms and Conditions

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

This schedule is available to customers engaged in agricultural enterprises where service is taken through 1 meter for that customer's primary residence, and not more than 100 KW of connected electrical load is outside the residence. This schedule is not extended to operations of a commercial nature or operations such as processing, preparing, or distributing products not raised or produced on the farm, unless such operation is incidental to the usual residential and farm uses.

Where the residential customer requests 3-phase service, this schedule will apply if the customer pays to the Company the difference between constructing single-phase and 3-phase service. Where motors or heating equipment are used for commercial or industrial purposes, the applicable general service schedule will apply to such service.

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

At its discretion, the Company may require that Company-owned metering be installed to monitor the customer's generation. The Company reserves the right to inspect the customer's relays and protective equipment at all reasonable times.

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# SCHEDULE RSDM (Residential Service – Demand-Metered)

# Availability of Service

Available to customers desiring secondary service for all residential purposes through one meter to a single or double occupancy dwelling unit including farm dwellings and who request and receive electric generation service from either a SSO or a qualified CRES Provider. Customers desiring primary voltage will be served under a general service schedule. Service to appurtenant buildings may be taken on the same meter. This rate is not available for common areas of separately metered apartments and condominium complexes, nor to a separate meter which serves non-dwelling applications. 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 based on whether or not the structures are used for commercial business. Commercial use will be billed according to the appropriate general service schedule.

Monthly Rate (Schedule Codes 010,810)

	Distribution
Customer Charge (\$)	10.00
Monthly Demand Charge (\$ per KW)	4.27

# Monthly Billing Demand

Energy supplied hereunder will be delivered through not more than 1 single-phase or 1 poly-phase meter. Billing demand in KW shall be taken each month as the single highest 30-minute integrated peak in KW as registered during the month by a 30-minute integrating demand meter or indicator.

# Minimum Charge

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

# Payment

Bills from the Company are due and payable in full by mail, checkless payment plan, electronic payment plan, or at an authorized payment agent of the Company within 21 days after the mailing of the bill.

# Delayed Payment Charge

As of April 1, 2022, on all residential accounts not paid within 7 days after the due date, an additional charge of one and one-half percent (1.5%) of the total amount billed will be due.

# Applicable Riders

Filed pursuant to Order dated November 17, 2021 in Case No. 20-585-EL-AIR

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## SCHEDULE RSDM (Residential Service – Demand-Metered)

Monthly Charges computed under this schedule shall be adjusted in accordance with the Commissionapproved riders on Sheet Number 104-1. <u>Term of Contract</u>

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

### Special Terms and Conditions

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

This schedule is available to customers engaged in agricultural enterprises where service is taken through 1 meter for that customer's primary residence, and not more than 100 KW of connected electrical load is outside the residence. This schedule is not extended to operations of a commercial nature or operations such as processing, preparing, or distributing products not raised or produced on the farm, unless such operation is incidental to the usual residential and farm uses.

Where the residential customer requests 3-phase service, this schedule will apply if the customer pays to the Company the difference between constructing single-phase and 3-phase service. Where motors or heating equipment are used for commercial or industrial purposes, the applicable general service schedule will apply to such service.

Customers with cogeneration and/or small power production facilities which qualify under Section 210 of the Public Utility Regulatory Policies Act of 1978 shall take service under Schedule COGEN/SPP, Schedule NEMS, or by special agreement with the Company. All other customers having sources of electrical energy supply other than the Company shall take service under the applicable Residential Schedule or Schedule NEMS. At its discretion, the Company may require that Company-owned metering be installed to monitor the customer's generation. The Company reserves the right to inspect the customer's relays and protective equipment at all reasonable times.

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Issued: January 3, 2022

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## SCHEDULE RS – TOU (Residential Time-of-Use Service)

### Availability of Service

Available to individual residential customers for residential electric service through one single-phase, multi-register meter capable of measuring electrical energy consumption during variable pricing periods. Availability is restricted to customers that have an AMI meter and/or customers previously receiving service under Schedule RS-TOD2 and Schedule CPP.

Monthly Rate (Schedule Code 036)

	Distribution
Customer Charge (\$)	10.00
Energy Charge (¢ per KWH):	2.63125

### **Billing Hours**

On-Peak hours apply to all weekdays, except the legal holidays of New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. November through April 6AM to 9AM and May through October 2PM through 6PM.

### Minimum Charge

The minimum monthly charge for service shall be the Customer Charge and all applicable riders.

# Payment

Bills from the Company are due and payable in full by mail, checkless payment plan, electronic payment plan, or at an authorized payment agent of the Company within 21 days after the mailing of the bill.

### Delayed Payment Charge

As of April 1, 2022, on all residential accounts not paid within 7 days after the due date, an additional charge of one and one-half percent (1.5%) of the total amount billed will be due.

### Applicable Riders

Monthly Charges computed under this schedule shall be adjusted in accordance with the Commissionapproved riders on Sheet Number 104-1.

### Term of Contract

Filed pursuant to Order dated July 14, 2021 in Case No. 17-1234-EL-ATA and November 17, 2021 in Case No. 20-585-EL-AIR

Issued: January 10, 2022

Effective: Cycle 1 February 2022

## SCHEDULE RS – TOU (Residential Time-of-Use Service)

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

# Special Terms and Conditions

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

Where the residential customer requests three-phase service, this schedule will apply if the residential customer pays to the Company the difference between constructing single-phase service and 3 phase service. Where motors or heating equipment are used for commercial or industrial purposes, the applicable general service schedule will apply to such service.

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

At its discretion, the Company may require that Company-owned metering be installed to monitor the customer's generation. The Company reserves the right to inspect the customer's relays and protective equipment at all reasonable times.

Filed pursuant to Order dated July 14, 2021 in Case No. 17-1234-EL-ATA and November 17, 2021 in Case No. 20-585-EL-AIR

Issued: January 10, 2022

Effective: Cycle 1 February 2022

### SCHEDULE RS-TOD (Residential Time-of-Day Service)

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

### Availability of Service

Available for residential secondary service through one multiple-register meter capable of measuring electrical energy consumption during the on-peak and off-peak billing periods to individual residential customers and/or customers previously receiving service under Schedule RS-ES and Schedule RLM. Customers desiring primary voltage will be served under a general service schedule.

Monthly Rate (Schedule Codes 030(RS-TOD),032(RS-ES),019(RLM))

	Distribution
Customer Charge (\$)	10.00
Monthly Energy Charge (¢ per KWH)	2.63125

# On-Peak and Off-Peak Hours

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

### Minimum Charge

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

### Payment

Bills from the Company are due and payable in full by mail, checkless payment plan, electronic payment plan, or at an authorized payment agent of the Company within 21 days after the mailing of the bill.

### Delayed Payment Charge

As of April 1, 2022, on all residential accounts not paid within 7 days after the due date, an additional charge of one and one-half percent (1.5%) of the total amount billed will be due.

### Applicable Riders

Monthly Charges computed under this schedule shall be adjusted in accordance with the Commissionapproved riders on Sheet Number 104-1.

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# SCHEDULE RS-TOD (Residential Time-of-Day Service)

Term of Contract

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

### Special Terms and Conditions

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

This schedule is available to customers engaged in agricultural enterprises where service is taken through 1 meter for that customer's primary residence, and not more than 100 KW of connected electrical load is outside the residence. This schedule is not extended to operations of a commercial nature or operations such as processing, preparing, or distributing products not raised or produced on the farm, unless such operation is incidental to the usual residential and farm uses.

Where the residential customer requests 3-phase service, this schedule will apply if the customer pays to the Company the difference between constructing single-phase and 3-phase service. Where motors or heating equipment are used for commercial or industrial purposes, the applicable general service schedule will apply to such service.

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

At its discretion, the Company may require that Company-owned metering be installed to monitor the customer's generation. The Company reserves the right to inspect the customer's relays and protective equipment at all reasonable times.

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## SCHEDULE GS-1 (General Service - Non-Demand Metered)

# Availability of Service

Available for general service to secondary customers with maximum demands less than 10 KW

Monthly Rate (Schedule Code 211,212,830)

	Distribution
Customer Charge (\$)	9.40
Energy Charge (¢ per KWH) Ohio Power Rate Zone	1.83324
Energy Charge (¢per KWH) Columbus Southern Power Rate Zone	2.30262

### Minimum Charge

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

### Delayed Payment Charge

Bills are due and payable in full by mail, checkless payment plan, electronic payment plan or at an authorized payment agent of the Company within 21 days after the mailing of the bill. On accounts not so paid, an additional charge of 2.5% of the unpaid balance will be made. Federal, state, county, township and municipal governments and public school systems not served under special contract are subject to the Public Authority Delayed Payment provision, Supplement No. 21.

### Applicable Riders

Monthly Charges computed under this schedule shall be adjusted in accordance with the Commissionapproved riders on Sheet Number 104-1.

### Term of Contract

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

### Special Terms and Conditions

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

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

For customers with cogeneration and/or small power production facilities which do not qualify for service under Schedule COGEN/SPP or Schedule NEMS, detents shall be used on the necessary metering to prevent reverse rotation. At its discretion, the Company may require that Company-owned metering be installed to monitor the customer's generation. The Company reserves the right to inspect the customer's relays and protective equipment at all reasonable times.

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# SCHEDULE GS-1 (General Service - Non-Demand Metered)

## Unmetered Service Provision

This service will be furnished at the option of the Company for loads consisting of small fixed electric loads such as traffic signals and signboards which can be served by a standard service drop from the Company's existing secondary distribution system.

Each separate service delivery point shall be considered a contract location and shall be separately billed under the service contract.

The customer shall furnish switching equipment satisfactory to the Company. The customer shall notify the Company in advance of every change in connected load, and the Company reserves the right to inspect the customer's equipment at any time to verify the actual load. In the event of the customer's failure to notify the Company of an increase in load, the Company reserves the right to refuse to serve the contract location thereafter under this provision, and shall be entitled to bill the customer retroactively on the basis of the increased load for the full period such load was connected plus three months.

Calculated energy use per month shall be equal to the contract capacity specified at the contract location times the number of days in the billing period times the specified hours of operation. Such calculated energy shall then be billed as follows:

Monthly Rate (Schedule Code 213,716,831,960)

	Distribution
Unmetered Service Customer Charge (\$)	5.65
Unmetered Service Energy Charge (¢ per	
KWH)	2.05802

This provision is subject to the Terms and Conditions of Schedule GS-1.

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# SCHEDULE GS (General Service)

### Availability of Service

Available for general service to non-residential customers served under secondary, primary and transmission voltage and who request and receive electric generation service from either SSO or a qualified CRES Provider.

## Monthly Rate

Schedule Code	Service Voltage	Demand Charge (\$/kW)	Excess Reactive Demand (\$/kVA)	Customer Charge (\$)
208,215,231,265,770,840, 842,845	Secondary	7.01	1.25	9.40
217,218,232,266,322,774, 841,843,846,861	Primary Ohio Power Rate Zone Columbus Southern Power Rate Zone	6.46 6.17	1.21 1.21	138.50 138.50

Schedule Code	Service Voltage	Demands Up To 2,000 kW Customer Charge	Excess Reactive Demand* (\$/kVAR)	Demands Over 2,000 kW Customer Charge (\$)
238,239,258,259,270,275, 779,790,826,827,858,853	Transmission	825	0.70	3,600

\*For each KVAR of reactive demand, leading or lagging, in excess of 50% of the KW metered demand.

### Minimum Charges

The minimum monthly charge under this schedule shall be the sum of the customer charge, the product of the demand charge and the monthly billing demand, and all Commission-approved riders shown on Sheet Number 104-1.

### Monthly Billing Demand

Billing demand in KW shall be taken each month as the single highest 30-minute integrated peak in KW as registered during the month by a 30-minute integrating demand meter or indicator, or at the Company's option, as the highest registration of a thermal-type demand meter. For accounts over 100 KW, monthly billing demand established hereunder shall not be less than 60% of the greater of (a) the customer's contract capacity in excess of 100 KW, or (b) the customer's highest previously established

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## SCHEDULE GS (General Service)

monthly billing demand during the past 11 months in excess of 100 KW. In no event shall the monthly billing demand be less than the minimum billing demand, if any, specified in the service contract.

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

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

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

### Excess KVA Demand

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

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

The Metered Voltage adjustment, as set forth below, shall apply to the customer's excess KVA demand.

Upon request, by a secondary or primary voltage customer having operational characteristics not aligned with its average monthly power factor, the Company will apply the Excess KVAR provision methodology that is applied to transmission voltage customers. The cost of any meter modifications required to accommodate such request shall be paid for by the customer.

### Optional Time-of-Day Provision for Determining the Transmission Component of the Monthly Bill

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

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

For the purpose of this provision, the on-peak billing period is defined as 7 a.m. to 9 p.m. local time for all weekdays, Monday through Friday. The off-peak billing period is defined as 9 p.m. to 7 a.m. for all

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# SCHEDULE GS (General Service)

weekdays, all hours of the day on Saturdays and Sundays, and the legal holidays of New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

# Metered Voltage Adjustment

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

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

# Delayed Payment Charge

Bills are due and payable in full by mail, checkless payment plan, electronic payment plan or at an authorized payment agent of the Company within 21 days after the mailing of the bill. On all accounts not paid by the due date, an additional charge of 2.5% of the unpaid balance will be due. Federal, state, county, township and municipal governments and public school systems not served under special contract are subject to the Public Authority Delayed Payment provision, Supplement 21.

# Applicable Riders

Monthly Charges computed under this schedule shall be adjusted in accordance with the Commissionapproved riders on Sheet Number 104-1.

### Term of Contract

Electric Service contracts will be required if a customer meets any one of the criteria as specified in Table1 below: Table 1

Criteria	Initial Contract Required *	Ongoing Contract Required
Transmission Voltage Service	Yes	Yes
Peak Demand >=2500 kW	Yes	Yes

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## SCHEDULE GS (General Service)

Peak Demand >= 1,000 kW, but less than 2,500 kW	Yes	No
Secondary or Primary Voltage Service with Peak Demand < 1,000 kW	No	No
Distributed Energy Resource	Yes	Yes
Unique or complex service configurations, including but not limited to Alternate Feed Service, large motor or power electronic loads with risk of objectionable flicker/harmonics	Yes	Yes

\*Initial contracts are required when the criteria applies to a new service or a service expansion which requires the construction of additional local facilities.

The initial contract period will be for at least 1 year. The Company may, at its option, require a longer initial term of contract. After the initial term, on-going contracts will be self-renewing and may be modified or cancelled by either party with 30 days' written notice to the other of the intention to alter service under the terms of this schedule. Contracts may not be modified with respect to reserved capacity more than once in a 12 month period.

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

State agencies will be exempt from any requirement for initial and on-going contracts but may enter into a contract when mutually agreed upon by both parties. When a contract is not pursued, the customer shall submit any new or expanded service requirements in writing to the company. These requirements shall include anticipated peak demand (to be used for minimum billing demand purposes), requested delivery voltage, a specification of the physical delivery point where the company's facilities will meet the customer's facilities and any unique or complex service configurations including but not limited to Alternate Feed Service, large motor or power electronic loads with risk of objectionable flicker/harmonics.

### Special Terms and Conditions

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

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

At its discretion, the Company may require that Company-owned metering be installed to monitor the customer's generation. The Company reserves the right to inspect the customer's relays and protective equipment at all reasonable times.

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# SCHEDULE GS (General Service)

# **Recreation Lighting Service**

Available to customers for separately metered non-profit outdoor recreation facilities. <u>Monthly Rate</u> (Schedule Code 216,839)

	Distribution
Recreational Lighting Customer Charge (\$)	9.40
Recreational Lighting Energy Charge	
(¢ per KWH)	2.05802

### Pilot Distributed Generation Service

Available to primary voltage customers with more than 1MW and less than 5MW of on-site renewable energy generation connected to their facility and defined as a net metering system under RC 4928.01 (A)(31). The pilot will be limited to an aggregate renewable energy generation capacity of 50MW.

	Demand	Customer
		Charge
Primary	\$8.99/kW	\$138.50

For purposes of this pilot, the Excess kVA Demand provision will not apply.

# Monthly Billing Demand

Monthly billing demand shall be computed for each participation year as the average hourly demand at the time of the Company's six seasonal monthly peaks during the previous calendar year. The same monthly billing demand shall be used for each billing month of the participation year, defined as the consecutive billing months of July through June. Except for any initial partial participation year for 2021, customer participation will be on an annual participation year basis (July to June). Participation will continue on an annual basis each participation year unless the customer cancels participation by providing notice by June 1 for the next participation year, the customer will be returned to service under the application General Service Tariff. The Company will provide the customer with the monthly billing demand for the next participation year by May 15 of each year. The dates and times of the Company's six seasonal monthly peaks as filed on page 401b of the company's FERC Form No. 1 for the months of January, February, June, July, August and December.

All other rider and charges will be assessed on the General Service Primary rates.

Filed pursuant to Order dated November 17, 2021 in Case No. 20-585-EL-AIR

Issued: November 27, 2023

Effective: December 1, 2023

# SCHEDULE GS – TOU (General Service Time-of-Use)

# Availability of Service

Available for general service to customers with maximum demands less than 10 kW through one singlephase, multi-register meter capable of measuring electrical energy consumption during variable pricing periods. Availability is restricted to customers served by the circuits designated for the Company's gridSMART<sup>SM</sup> program with an AMI meter.

Monthly Rate (Schedule Code: 284)

	Distribution
Customer Charge (\$)	9.40
Energy Charge (¢ per KWH):	2.05802

# Billing Hours

On-Peak hours apply to all weekdays, except the legal holidays of New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. November through April 6AM to 9AM and May through October 2PM through 6PM.

### Minimum Charge

The minimum monthly charge shall be the Customer Charge.

# Delayed Payment Charge

Bills are due and payable in full by mail, checkless payment plan, electronic payment plan or at an authorized payment agent of the Company within 21 days after the mailing of the bill. On all accounts not so paid, an additional charge of 2.5% of the total amount billed will be made. Federal, state, county, township and municipal governments and public school systems not served under special contract are subject to the Public Authority Payment provision, Supplement No. 21.

### Applicable Riders

Monthly Charges computed under this schedule shall be adjusted in accordance with the Commissionapproved riders on Sheet Number 104-1.

### Term of Contract

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

Filed pursuant to Order dated July 14, 2021 in Case No. 17-1234-EL-ATA and November 17, 2021 in Case No. 20-585-EL-AIR

Issued: January 10, 2022

Effective: Cycle 1 February 2022

## SCHEDULE GS – TOU (General Service Time-of-Use)

Special Terms and Conditions

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

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

Filed pursuant to Order dated July 14, 2021 in Case No. 17-1234-EL-ATA and November 17, 2021 in Case No. 20-585-EL-AIR

Issued: January 10, 2022

Effective: Cycle 1 February 2022

## SCHEDULE GS-TOD (General Service - Time-of-Day)

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

#### Availability of Service

Available for general service customers with maximum demands less than 500 KW and/or customers previously receiving service under Schedule GS-1 ES, Schedule GS-2 ES, Schedule GS-2-TOD and Schedule GS-2 LMTOD. Availability is limited to secondary service.

<u>Monthly Rate</u> (Schedule Code 229(GS-TOD), 225(GS-1 ES), 223(GS-2 ES), 228(GS-2-TOD), 220(GS-2 LMTOD))

	Distribution
Customer Charge (\$)	9.40
Energy Charge (¢ per KWH):	2.05802

#### On-Peak and Off-Peak Hours

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

#### Minimum Charge

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

#### Delayed Payment Charge

Bills are due and payable in full by mail, checkless payment plan, electronic payment plan or at an authorized payment agent of the Company within 21 days after the mailing of the bill. On accounts not paid by the due date, an additional charge of 2.5% of the unpaid balance will be due. Federal, state, county, township and municipal governments and public school systems not served under special contract are subject to the Public Authority Delayed Payment provision, Supplement 21.

#### Applicable Riders

Monthly Charges computed under this schedule shall be adjusted in accordance with the Commissionapproved riders on Sheet Number 104-1.

#### Term of Contract

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

Filed pursuant to Order dated November 17, 2021 in Case No. 20-585-EL-AIR

Issued: November 22, 2021

Effective: December 1, 2021

## SCHEDULE GS-TOD (General Service - Time-of-Day)

#### **Special Terms and Conditions**

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

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

At its discretion, the Company may require that Company-owned metering be installed to monitor the customer's generation. The Company reserves the right to inspect the customer's relays and protective equipment at all reasonable times.

Filed pursuant to Order dated November 17, 2021 in Case No. 20-585-EL-AIR

Issued: November 22, 2021

Effective: December 1, 2021

## SCHEDULE COUNTY AND INDEPENDENT FAIRS (General Service - Fair)

## Availability of Service

Available for general service to Ohio Agricultural County and Independent Fairs.

## Monthly Rate

Schedule Codes		Distribution
315,860	Secondary Voltage:	
	Customer Charge (\$)	9.40
	Energy Charge (¢ per KWH)	2.05802
316,880	Primary Voltage:	
	Customer Charge (\$)	138.50
	Energy Charge (¢ per KWH)	1.37173

#### **Delayed Payment Charge**

Bills are due and payable in full by mail, checkless payment plan, electronic payment plan or at an authorized payment agent of the Company within 21 days after the mailing of the bill. On all accounts not paid by the due date, an additional charge of 2.5% of the unpaid balance will be due. Federal, state, county, township and municipal governments and public school systems not served under special contract are subject to the Public Authority Delayed Payment provision, Supplement No. 21.

#### Applicable Riders

Monthly Charges computed under this schedule shall be adjusted in accordance with the Commissionapproved riders on Sheet Number 104-1.

#### Metered Voltage

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

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

Filed pursuant to Order dated November 17, 2021 in Case No.20-585-EL-AIR

Issued: November 22, 2021

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## SCHEDULE COUNTY AND INDEPENDENT FAIRS (General Service - Fair)

## Term of Contract

A contract may be required at the Company's discretion. The Company may at its option, require a longer initial term of contract to fulfill the terms and conditions of service and/or in order to protect the Company's ability to recover its investment of costs over a reasonable period of time.

If a customer not taking service under this schedule and is later determined to be a qualified county or independent fair that is eligible for service, the Company will not be responsible for any historical billing corrections.

#### Special Terms and Conditions

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

Filed pursuant to Order dated November 17, 2021 in Case No.20-585-EL-AIR

Issued: November 22, 2021

# SCHEDULE AL (Area Lighting)

## Availability of Service

The Company plans to implement LED lights in place of existing area lights over a 5-year transition period. Available to residential and general service customers where appropriate existing secondary distribution facilities are readily available for the lighting of private areas and who request and receive electric generation service from either a SSO or a qualified CRES Provider. This service is not available for street and highway lighting.

## Monthly Rates

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

	Approx.		Distribution Charge		
Wattage	Lumens	Туре	\$ per lamp per month		
All standard	d, floodlight	and cut off lamps			
	2,500	Incandescent	12.85		
	4,000	Incandescent	12.85		
100	3,850	Mercury	10.86		
175	7,000	Mercury	11.25		
400	20,000	Mercury	16.56		
1000	50,000	Mercury	18.50		
100	9,000	High pressure sodium	9.13		
150	16,000	High pressure sodium	10.51		
200	22,000	High pressure sodium	11.44		
250	27,500	High pressure sodium	11.44		
400	50,000	High pressure sodium	13.83		
1000	126,000	High pressure sodium	21.25		
250	17,000	Metal Halide	13.87		
400	29,000	Metal Halide	13.30		
1000	88,000	Metal Halide	21.16		
Post Top Lighting Service					
175	7,000	Mercury	19.53		
100	9,000	High pressure sodium	18.93		
150	16,000	High pressure sodium	21.65		

## LED Lights

Fixtures and poles will be standard utility grade secured from the Company normal suppliers. The Company will be the sole judge of the suitability of the types of fixtures and poles used.

Filed pursuant to Order dated November 17, 2021 in Case No.20-585-EL-AIR

Issued: November 22, 2021

Effective: December 1, 2021

# SCHEDULE AL (Area Lighting)

	Wattage	Lumens	Distribution \$ per lamp per month
On New Wood Pole:			
Dusk to Dawn	55	6,270	19.39
Flood	146	20,400	24.06
Flood	297	37,800	28.95
On Existing Wood Pole:			
Dusk to Dawn	55	6,270	7.53
Flood	146	20,400	12.20
Flood	297	37,800	17.09
On Fiberglass Pole:			
Post Top – New Pole	65	7,000	25.11
Post Top – Existing Pole	65	7,000	11.65

For standard installations, costs includes arm/bracket, fixture, wire span, and Smart Node. The standard installation includes a 30" arm for dusk to dawn or floodlight bracket and up to 150' of wire span. Any changes to the standard installation shall be paid by the customer prior to installation.

For post top installations, costs include post top fixture, Smart Node, post, and installation, including underground wiring for a distance of up to 30 feet from the Company's existing secondary circuits. Available where customer pays for trenching and backfilling or provides for underground ducts designed to Company specifications. Any changes to the standard installation shall be paid by the customer prior to installation.

## Other Equipment

When facilities other than those specified above are to be installed by the Company, the customer will, in addition to the above monthly charge or charges, pay in advance the installation cost including any applicable tax gross-up for the new facilities.

When requests for certain types of fixtures and poles that are outside of the Company's standard installation are made, the Company will make every attempt to meet those requests. The customer will pay in advance any difference between the standard installation and the customer request. The Company will not stock materials outside of its standard installation. The customer will assume the risk of materials changing as well as the lead time for replacement by the Company due to the manufacturer filling the order of the special material.

The Company may require the customer to pay for or furnish duct under pavements or adverse soil conditions should this be necessary for initial installation or due to paving underground feed after placement.

Filed pursuant to Order dated November 17, 2021 in Case No.20-585-EL-AIR

Issued: November 22, 2021

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# SCHEDULE AL (Area Lighting)

## Delayed Payment Charge

The above schedule is net if full payment is received by mail, checkless payment plan, electronic payment plan or at an authorized payment agent of he Company, within fifteen (15) days after the mailing of the bill.

#### Applicable Riders

Monthly Charges computed under this schedule shall be adjusted in accordance with the Commissionapproved riders on Sheet Number 104-1.

## Monthly Kilowatt-hour Usage

The monthly kilowatt-hours for each lamp type are as follows:

Type of Lamp And													
Approx. Lumens	Wattage	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2,500 Inc.		79	67	57	57	51	45	48	55	60	71	75	81
4,000 Inc.		124	104	104	89	79	71	76	86	94	111	116	126
3,850 Merc	100	55	46	46	39	35	31	33	38	41	49	51	56
7,000 Merc.	175	91	76	76	65	58	52	55	63	69	81	86	92
20,000 Merc.	400	199	167	167	142	127	114	121	138	152	178	188	203
50,000 Merc.	1,000	477	400	400	340	304	272	291	331	363	427	449	486
9,000 Sod.	100	51	43	43	36	32	29	31	35	39	45	48	52
16,000 Sod.	150	74	62	62	53	47	42	45	51	57	66	70	75
22,000 Sod.	200	106	89	89	76	68	61	65	74	81	95	100	108
27,500 Sod.	250	130	109	109	93	83	74	79	90	99	116	122	132
50,000 Sod.	400	210	176	176	150	134	120	128	146	160	188	198	214
126,000 Sod	1,000	477	400	400	340	304	272	291	331	363	427	449	486
17,000 M. Hal.	250	127	106	106	90	81	72	77	88	96	113	119	129
29,000 M. Hal.	400	199	167	167	142	127	114	121	138	152	178	188	203
88,000 M. Hal.	1,000	477	400	400	340	304	272	291	331	363	427	449	486
6,270 LED	55	24	21	20	18	16	15	16	18	19	22	23	25
7,000 LED	65	29	25	24	21	19	18	19	21	23	26	27	29
20,400 LED	146	65	56	54	47	43	40	42	47	51	58	62	66
37,800 LED	297	132	115	111	95	88	81	86	95	103	119	125	135

All LED lights shall be metered and billed the metered kilowatt-hour usage each month after the transition period when the Company has metering capability.

#### **Ownership of Facilities**

All facilities necessary for service, including fixtures, controls, poles, transformers, secondaries, lamps, and other appurtenances, shall be owned and maintained by the Company. All service and necessary maintenance will be performed only during the regular scheduled working hours of the Company. The

Filed pursuant to Order dated November 17, 2021 in Case No.20-585-EL-AIR

Issued: November 22, 2021

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# SCHEDULE AL (Area Lighting)

Company shall be allowed two working days after notification by the customer to replace all burned out lamps.

#### Hours of Lighting

Dusk to dawn lighting shall be provided, approximately 4,000 hours per annum.

#### Term of Contract

Contracts under this schedule will be made for not less than one (1) year and shall continue thereafter until terminated sixty (60) days after either party has given written notice to the other of the intention to terminate the agreement. The Company may, at its option, require a longer initial term of contract to fulfill the terms and conditions of service and/or in order to protect the Company's ability to recover its investment of costs over a reasonable period of time.

#### **Special Terms and Conditions**

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

The customer shall provide such cleared rights-of-way, licenses and permits as may be required to enable the Company to supply the service applied for. Customer shall maintain clear rights-of-way.

Service will not be provided hereunder if in the judgment of the Company a danger or nuisance will be created thereby. Service will be terminated if after installation it proves to be a danger or nuisance.

Rates contained herein are based upon continuous use of facilities and are not applicable to seasonal use.

#### Relocation and Removal of Lamps

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

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

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

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

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

Filed pursuant to Order dated November 17, 2021 in Case No.20-585-EL-AIR

Issued: November 22, 2021

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# SCHEDULE SL (Street Lighting)

#### Availability of Service

The Company plans to implement LED lights in place of existing street lights over a 5-year transition period. Available for street lighting service to municipalities, townships, counties and other governmental subdivisions supplied through Company-owned facilities and who request and receive electric generation service from either a SSO or a qualified CRES Provider. Service rendered hereunder is predicated upon the existence of a valid agreement between the Company and the Customer specifying the type, number and location of lamps to be supplied and lighted. This service is not available for non-roadway lighting.

#### Service to be Rendered

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

#### Monthly Rates

	Approx.		Distribution Charge		
Wattage	Lumens	Туре	\$ per lamp per month		
All lamps:					
100	3,850	Mercury Vapor	10.05		
175	7,000	Mercury Vapor	6.78		
250	11,000	Mercury Vapor	7.10		
400	20,000	Mercury Vapor	10.47		
1,000	50,000	Mercury Vapor	21.90		
100	9,000	High Pressure Sodium	6.86		
150	16,000	High Pressure Sodium	7.07		
200	22,000	High Pressure Sodium	9.46		
250	27,500	High Pressure Sodium	17.16		
400	50,000	High Pressure Sodium	14.41		
Post Top Unit:					
175	7,000	Mercury Vapor	11.80		
100	9,000	High Pressure Sodium	13.11		

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

## LED Lights

Fixtures and poles will be standard utility grade secured from the Company normal suppliers. The Company will be the sole judge of the suitability of the types of fixtures and poles used.

Filed pursuant to Order dated November 17, 2021 in Case No.20-585-EL-AIR

Issued: November 22, 2021

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## SCHEDULE SL (Street Lighting)

	Wattage	Lumens	Distribution Charge \$ per lamp per month
On Existing Pole:			
Roadway	39	5,000	\$8.59
Roadway	71	8,000	\$9.24
Roadway	122	14,000	\$11.27
Roadway	194	23,000	\$14.09
Post Top	65	7,000	\$13.66
Post Top	85	8,300	\$28.46
On New Wood Pole:			
Roadway	39	5,000	\$21.31
Roadway	71	8,000	\$21.96
Roadway	122	14,000	\$23.99
Roadway	194	23,000	\$26.81
On New Aluminum Pole:			
Roadway	39	5,000	\$38.21
Roadway	71	8,000	\$38.86
Roadway	122	14,000	\$40.89
Roadway	194	23,000	\$43.71
On New Fiberglass Pole:*			
Post Top	65	7,000	\$27.13
Post Top	85	8,300	\$41.93

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

Costs includes arm, fixture, wire span, and Smart Node. For Roadway lighting the standard installation includes an 8' arm, a 35' wood pole or a 35' aluminum pole and up to 150' of wire span. For post top, installation includes 17' fiberglass pole including underground wiring for a distance of up to 30' from the Company's existing secondary circuits. Any changes to the standard installation shall be paid by the customer prior to installation.

#### Other Equipment

When facilities other than those specified above are to be installed by the Company, the customer will, in addition to the above monthly charge or charges, pay in advance the installation cost including any applicable tax gross-up for the new facilities.

When requests for certain types of fixtures and poles that are outside of the Company's standard installation are made, the Company will make every attempt to meet those requests. The customer will pay in advance any difference between the standard installation and the customer request. The Company will not stock materials outside of its standard installation. The customer will assume the risk of materials changing as well as the lead time for replacement by the Company due to the manufacturer filling the order of the special material.

Filed pursuant to Order dated November 17, 2021 in Case No.20-585-EL-AIR

Issued: November 22, 2021

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## SCHEDULE SL (Street Lighting)

The Company may require the customer to pay for or furnish duct under pavements or adverse soil conditions should this be necessary for initial installation or due to paving underground feed after placement.

#### **Delayed Payment Charge**

Bills are due and payable in full by mail, checkless payment plan, electronic payment plan, or at an authorized payment agent of the Company within 21 days after the mailing of the bill. On accounts not so paid, an additional charge of 2.5% of the total amount billed will be made. Federal, state, county, township and municipal governments and public school systems not served under special contract are subject to the Public Authority Delayed Payment provision, Supplement 21.

Monthly Charges computed under this schedule shall be adjusted in accordance with the Commissionapproved riders on Sheet Number 104-1.

#### Monthly Kilowatt-hour Usage

The monthly kilowatt-hours for each lamp type are as follows:

Type of Lamp		1						1					
and													
Approx. Lumens	Wattage	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
3,850 Merc.	100	55	46	46	39	35	31	33	38	41	49	51	56
7,000 Merc.	175	91	76	76	65	58	52	55	63	69	81	86	92
11,000 Merc.	250	126	106	106	90	81	72	77	88	97	113	119	129
20,000 Merc.	400	199	167	167	142	127	114	121	138	152	178	188	203
50,000 Merc.	1,000	477	400	400	340	304	272	291	331	363	427	449	486
9,000 H. P. Sod.	100	51	43	43	36	32	29	31	35	39	45	48	52
16,000 H. P. Sod.	150	74	62	62	53	47	42	45	51	57	66	70	75
22,000 H. P. Sod.	200	106	89	89	76	68	61	65	74	81	95	100	108
27,500 H.P. Sod.	250	130	109	109	93	83	74	79	90	99	116	122	132
50,000 H. P. Sod.	400	210	176	176	150	134	120	128	146	160	188	198	214
5,000 LED	39	17	15	15	13	12	11	11	12	14	16	16	18
7,000 LED	65	29	25	24	21	19	18	19	21	23	26	27	29
8,000 LED	71	31	27	26	23	21	19	21	23	25	28	30	32
8,300 LED	85	38	33	32	27	25	23	25	27	30	34	36	39
14,000 LED	122	54	47	45	39	36	33	35	39	42	49	51	55
23,000 LED	194	86	75	72	62	58	53	56	62	67	78	82	88

All LED Street lights shall be metered and billed the metered kilowatt-hour usage each month after the transition period when the Company has metering capability.

#### Electric Receptacles

A separate distribution charge of \$2.24/month shall be made when electrical receptacles are included in a pole installation. No installation after the effective date of LED Lights schedule will include electric receptacles unless service is metered.

Filed pursuant to Order dated November 17, 2021 in Case No.20-585-EL-AIR

Issued: November 22, 2021

Effective: December 1, 2021

# SCHEDULE SL (Street Lighting)

## Ownership of Facilities

All facilities necessary for street lighting service hereunder, including but not limited to, all poles, fixtures, street lighting circuits, transformers, lamps and other necessary facilities shall be the property of the Company and may be removed if the Company so desires, at the termination of any contract for service hereunder. The Company will maintain all such facilities.

## Electric Energy Rate

The Company will furnish electric energy for a street lighting system owned and maintained by the Customer at the following rate:

## Monthly Rate (Schedule Code 522, 901)

	Distribution
Customer Charge (\$)	5.65
Energy Charge (¢ per KWH)	1.25790

This service may be provided non-metered at the Company's option. The applicable monthly KWH charge for each non-metered lamp type shall be stated in the monthly kilowatt-hour usage chart.

Each non-metered service location shall be considered a point of delivery.

Each minimum charge under the electric energy rate for each point of delivery is the customer charge.

At non-metered service locations, the customer shall notify the Company in advance of every change in connected load. The Company reserves the right to inspect the customer's equipment at any time to verify the actual load. In the event of the customer's failure to notify the Company of an increase in load, the Company reserves the right to refuse to serve the point of service thereafter non-metered, and shall be entitled to bill the customer retroactively on the basis of the increased load for the full period such load was connected plus three months.

Customers taking service under the electric energy rate provision are subject to all applicable riders.

## Term of Contract

Contracts under this schedule will be made for not less than one (1) year and shall continue thereafter until terminated sixty (60) days after either party has given written notice to the other of the intention to terminate the agreement. The Company may, at its option, require a longer initial term of contract to fulfill the terms and conditions of service and/or in order to protect the Company's ability to recover its investment of costs over a reasonable period of time.

## Special Terms and Conditions

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

Filed pursuant to Order dated November 17, 2021 in Case No.20-585-EL-AIR

Issued: November 22, 2021

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## SCHEDULE SL (Street Lighting)

The customer shall provide such cleared rights-of-way, licenses and permits as may be required to enable the Company to supply the service applied for. Customer shall maintain clear rights-of-way.

Service will not be provided hereunder if, in the judgement of the Company, a danger or nuisance will be created thereby. Service will be terminated if after installation it proves to be a danger or nuisance.

Rates contained herein are based upon continuous use of facilities and are not applicable to seasonal use.

#### Relocation and Removal of Lamps

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

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

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

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

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

#### Temporary Disconnection of Lamps

The Company will for a period of up to six (6) months temporary disconnect a lamp for a one-time distribution charge of \$17.18 plus the otherwise applicable monthly fixed distribution charges as stated above. Charges for transmission and generation service will not apply during the temporary disconnection period. LED facilities equipped with smart nodes will not be subject to the one-time fixed distribution charge of \$17.18.

If within the six (6) months' period the customer requests to have the lamp reconnected, a distribution reconnection charge of \$17.18 shall be made and the lamp will be billed at the monthly rate charged prior to disconnection. LED facilities equipped with smart nodes will not be subject to the one-time fixed distribution charge of \$17.18. Disconnected lamps may be removed at the Company's discretion after six months and new installations will be billed at rates applicable to new installations.

#### Lamp Outages

For all aggregate outages of four (4) or more in any month which are reported in writing within ten (10) days of the end of the month to the Company by a proper representative of the customer, there shall be a pro-rata reduction from the bill to reflect such outage.

Filed pursuant to Order dated November 17, 2021 in Case No.20-585-EL-AIR

Issued: November 22, 2021

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## SCHEDULE EHG (Electric Heating General)

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

#### Availability of Service

Available for the entire requirements of general service customers who have installed and in regular active use electric heating equipment which supplies the entire space heating of the customer's premises and take service from either a SSO or a qualified CRES Provider.

Monthly Rate (Schedule Codes 209, 885)

	Distribution
Customer Charge (\$)	9.40
Energy Charge (¢ per KWH)	1.38142
Demand Charge for each KW of monthly	
demand in excess of 30 KW (\$ per KW)	7.01

#### Minimum Charge

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

#### Measurement and Determination of Demand

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

#### Delayed Payment Charge

Bills are due and payable in full by mail, checkless payment plan, electronic payment plan or at an authorized payment agent of the Company within 21 days after the mailing of the bill. On accounts not paid by the due date, an additional charge of 2.5% of the unpaid balance will be due. Federal, state, county, township and municipal governments and public school systems not served under special contract are subject to the Public Authority Delayed provision, Supplement No. 21.

## Applicable Riders

Monthly Charges computed under this schedule shall be adjusted in accordance with the following Commission-approved riders on Sheet Number 104-1.

#### Term of Contract

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

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## SCHEDULE EHG (Electric Heating General)

## Special Terms and Conditions

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

This schedule is available only to customers where at least 50% of the electrical load is located inside of buildings which are electrically heated.

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

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

At its discretion, the Company may require that Company-owned metering be installed to monitor the customer's generation. The Company reserves the right to inspect the customer's relays and protective equipment at all reasonable times.

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## SCHEDULE EHS (Electric Heating Schools)

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

#### Availability of Service

Available to primary and secondary schools for which the entire electrical requirement is furnished by the Company, and such electrical requirement includes all cooling (if any) in the entire school and electric heating for all of (or in addition to) the school and take service from either a SSO or a qualified CRES Provider.

#### Monthly Rate (Schedule Code 631,881)

Where every energy requirement, including, but not limited to, heating, cooling and water heating, of an individual school building or an addition to an existing school building including college and university buildings, is supplied by electricity furnished by the Company, all energy for that school building or addition shall be billed at the following Energy Charge:

	Distribution
Customer Charge (\$)	9.40
Energy Charge (¢ per KWH)	1.00000

#### Minimum Charge

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

## Payment

Bills are due and payable in full by mail, checkless payment plan, electronic payment plan or at an authorized payment agent of the Company within 15 days after the mailing of the bill. On accounts not paid by the due date, an additional charge of 2.5% of the unpaid balance will be due.

#### Applicable Riders

Monthly Charges computed under this schedule shall be adjusted in accordance with the Commissionapproved riders on Sheet Number 104-1.

#### Term of Contract

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

#### Special Terms and Conditions

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

This schedule shall not apply to individual residences.

Filed pursuant to Order dated November 17, 2021 in Case No. 20-585-EL-AIR

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# SCHEDULE EHS (Electric Heating Schools)

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

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

At its discretion, the Company may require that Company-owned metering be installed to monitor the customer's generation. The Company reserves the right to inspect the customer's relays and protective equipment at all reasonable times.

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## SCHEDULE SS (School Service)

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

#### Availability of Service

Available to primary and secondary school, college and university buildings for which the entire electrical requirement is furnished by the Company and take service from either a SSO or a qualified CRES Provider.

#### Monthly Rate (Schedule Code 635,882)

	Distribution
Customer Charge (\$)	9.40
Energy Charge (¢ per KWH):	2.05802

## Minimum Charge

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

#### Payment

Bills are due and payable in full by mail, checkless payment plan, electronic payment plan or at an authorized payment agent of the Company within 15 days after the mailing of the bill. On accounts not paid by the due date, an additional charge of 2.5% of the unpaid balance will be due.

#### Applicable Riders

Monthly Charges computed under this schedule shall be adjusted in accordance with the Commissionapproved riders on Sheet Number 104-1.

#### Term of Contract

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

#### Special Terms and Conditions

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

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

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

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# SCHEDULE SS (School Service)

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

At its discretion, the Company may require that Company-owned metering be installed to monitor the customer's generation. The Company reserves the right to inspect the customer's relays and protective equipment at all reasonable times.

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## SUPPLEMENT NO. 18 (Optional Church and School Service)

THIS SUPPLEMENT IS IN PROCESS OF ELIMINATION AND IS WITHDRAWN EXCEPT FOR THE CUSTOMERS RECEIVING SERVICE UNDER THIS SUPPLEMENT ON JUNE 1, 2015, AND ONLY FOR CONTINUOUS SERVICE AT THE PREMISES OCCUPIED BY THE CUSTOMER ON THIS DATE. IF SERVICE HEREUNDER IS DISCONTINUED, IT SHALL NOT AGAIN BE AVAILABLE.

Available to churches, public and parochial schools (through high schools), and county, township, municipal and civic recreation centers operated for the public welfare whose maximum demand normally occurs during the off-peak period.

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

For purpose of this provision, the monthly billing demand under General Service Schedule shall be calculated as one-half of the customer's metered demand for determining the transmission component of the monthly bill. This provision shall not apply to customers who receive service under the Time-of-Day and Time-of-Use Schedules.

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## SUPPLEMENT NO. 21 (Public Authority-Delayed Payment)

#### <u>Availability</u>

Available to federal, state, county, township and municipal governments and public school systems. It shall not be available to any customer receiving service pursuant to the terms of a special contract.

#### Delayed Payment Charge

Provisions relating to delayed payment charges in the applicable General Service Schedules shall be waived for customers in this category and the following Delayed Payment Provision shall be used.

#### Delayed Payment Provision

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. If bill payment is not received by the Company in its offices on or before the specified payment date which is the Company's next scheduled meter reading date, which in no case shall be less than 15 days from the mailing date of the bill, whether actual or estimated, an additional amount equal to 1.5% (one and one-half percent) of the unpaid balance, will become due and payable as part of the customer's total obligation. In no event shall the above delayed payment provision of 1.5% be applied to the same unpaid balance for more than three (3) consecutive months (or exceed 5.0% on any single month's bill for electric consumption that the delayed payment provision has been applied). Also, the amount of the delayed payment provision shall not be less than twenty-five cents ( $25\phi$ ) each month. This provision is not applicable to unpaid account balances existing on the effective date of the tariff pursuant to Case No. 84-486-EL-ATA.

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## Schedule GSP (Generation Station Power)

#### Availability of Service

Service pursuant to this schedule is available to customers that (a) intend to schedule, deliver and sell power solely at wholesale, and (b) do not serve load unrelated to the generation facility and the associated facilities and electrical equipment located on-site. This Schedule does not apply to generating facilities that are eligible for and have elected to participate in remote self-supply under the PJM Open Access Transmission Tariff. The generator must have an interconnection agreement under the PJM Open Access Transmission Tariff for service at a nominal system voltage of 69,000 volts or higher.

#### Term of Contract

Contracts under the Schedule shall be made for an initial period of not less than 1 year and shall remain in effect, unless terminated by either party by providing written notice to the other party no later than ninety (90) days prior to the date of termination.

#### Monthly Rate

Billing under Schedule GSP will be based on the Company's General Service Schedule, subject to the amendments and exceptions identified herein.

#### Net Generator

For any calendar month in which the generating facility delivers more energy to the Company's system (generation) than it receives from the Company's system (use), as measured by generator's PJM revenue meter(s) or the Company meter(s) (as applicable), the customer shall be billed for zero kW demand, zero KVAR reactive demand, and zero net kWh use under the provisions of the General Service Schedule and applicable riders; provided, however, the following provisions of the General Service Schedule and riders shall not apply: the Minimum Charge and Monthly Billing Demand provisions, Generation Energy Rider, Generation Capacity Rider, Auction Cost Reconciliation Rider, Basic Transmission Cost Rider, and Alternative Energy Rider.

The Company, as PJM metering agent for customer's generation facility, will report all electricity generation and electricity use during the month to PJM as wholesale positive and negative generation, respectively, for settlement purposes. <sup>1</sup>

#### Net Consumer

For any calendar month in which the generating facility receives more energy from the Company's system (use) than it delivers to the Company's system (generation), as measured by generator's PJM revenue meter(s) or the Company meter(s) (as applicable), the customer will be billed for monthly kW demand and for net kWh use, in accordance with the provisions of Schedule GS, and billing demand in kW shall be take each month as the single highest 30-minute integrated peak in kW during net consumption intervals.

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<sup>&</sup>lt;sup>1</sup> See, e.g., PJM Interconnection, LLC, Open Access Transmission Tariff, Attachment K.

## Schedule GSP (Generation Station Power)

The Company, as PJM metering agent for customer's generating facility, will report to PJM for settlement purposes<sup>2</sup> all electricity generation during the month as wholesale positive generation and all electricity usage as negative generation. As part of that settlement process, any net use as determined for the month (the amount by which electricity usage exceeds electricity generation) shall be part of the Company's retail load.

## Special Terms and Conditions

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

Consistent with Section 3.0 of the Terms and Conditions of Service, when the customer has two (2) or more existing metering points at the site of a generating facility, the Company shall combine all of the metering for those points for calculations and billing under this schedule.

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<sup>&</sup>lt;sup>2</sup> See, e.g., PJM Interconnection, LLC, Open Access Transmission Tariff, Attachment K.

## SCHEDULE NEMS (Net Energy Metering Service)

#### Availability of Service

This schedule is available to customers with qualifying customer-generator facilities designed to operate in parallel with the Company's system. Customers served under this schedule must also take service under the applicable standard service schedule.

#### Conditions of Service

- 1. A qualifying customer is one whose generating facility complies with all the following requirements:
  - a. is fueled by solar, wind, biomass, landfill gas, or hydropower, or uses a microturbine or a fuel cell;
  - b. is located on the customer-generator's premises;
  - c. is designed and installed to operate in parallel with the Company's system without adversely affecting the operation of equipment and service of the Company and its customers and without presenting safety hazards to Company and customer personnel; and
  - d. is intended primarily to offset part or all of the customer-generator's electricity needs.
- 2. The customer's generating equipment shall be installed in accordance with the manufacturer's specifications as well as all applicable provisions of the National Electrical Code. All equipment and installations shall comply with all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronic Engineers and Underwriters Laboratories, as well as any additional control and testing requirements adopted by the Commission.

#### Metering

Net energy metering shall be accomplished using a single meter capable of registering the flow of electricity in each direction. If the existing electrical meter installed at the customer's facility is not capable of measuring the flow of electricity in two directions, the Company, upon written request of the customer, shall install at the customer's expense an appropriate meter with such capability.

The Company may, at its own expense and with written consent of the customer, install one or more additional meters to monitor the flow of electricity.

#### Monthly Charges

Monthly charges for energy, and demand where applicable, to serve the customer's net or total load shall be determined according to the Company's standard service schedule under which the customer would otherwise be served, absent the customer-owned generation source. If a non-residential customer's qualifying customer-generator facility has a total rated generating capacity of more than 10 kW, service shall be provided under the Company's general service schedule.

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## SCHEDULE NEMS (Net Energy Metering Service)

If the Company supplies more kWh of electricity to the customer than the customer-generator's facility feeds back to the Company's system during the billing period, all energy charges of the customer's standard service schedule shall be calculated using the customer's net energy usage for the billing period.

If the customer-generator's facility feeds more kWh of electricity back to the Company's system than the Company supplies to the customer during the billing period, only the generation-related energy charges of the customer's standard service schedule, including all applicable generation-related riders, shall be calculated using the customer's net energy supplied to the Company. All other energy charges shall be calculated using an energy value of zero (0) kWh. If the customer's net billing under the standard service schedule is negative during the billing period, the negative net billing shall be allowed to accumulate as a credit to offset billing in the next billing period. The customer may request, in writing, a refund of accumulated credit that is no greater than an annual true-up of accumulated credits over a twelve month period.

#### Special Terms and Conditions

This schedule is subject to the Company's Terms and Conditions of Service and all provisions of the standard service schedule under which the customer takes service. This schedule is also subject to the applicable provisions of the Company's Minimum Requirements for Distribution System Interconnection.

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#### SCHEDULE NEMS-H (Net Energy Metering Service - Hospitals)

#### Availability of Service

This schedule is available to hospital customers with qualifying customer-generator facilities designed to operate in parallel with the Company's system. Customers served under this schedule must also take service under the applicable standard service schedule.

To qualify for service under this schedule, a customer must be a hospital, as defined in section 3701.01 of the Revised Code, that is also a customer-generator. Section 3701.01 of the Revised Code currently defines "hospital" to include public health centers and general, mental, chronic disease and other types of hospitals and related facilities, such as laboratories, outpatient departments, nurses' home facilities, extended care facilities, self-care units and central service facilities operated in connection with hospitals, and also includes education and training facilities for health professions personnel operated as an integral part of a hospital, but does not include any hospital furnishing primarily domiciliary care.

#### Conditions of Service

- 1. A qualifying hospital customer is one whose generating facility complies with all the following requirements:
  - a. is located on the customer-generator's premises; and
  - b. is designed and installed to operate in parallel with the Company's system without adversely affecting the operation of equipment and service of the Company and its customers and without presenting safety hazards to Company and customer personnel.
- 2. The hospital customer's generating equipment shall be installed in accordance with the manufacturer's specifications as well as all applicable provisions of the National Electrical Code. All equipment and installations shall comply with all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronic Engineers and Underwriters Laboratories, as well as any additional control and testing requirements adopted by the Commission.

#### <u>Metering</u>

Net energy metering shall be accomplished using either two meters or a single meter capable of registering the flow of electricity in each direction. One meter or register shall be capable of measuring the electricity generated by the hospital customer at the time it is generated. If the existing electrical meter installed at the customer's facility is not capable of seperately measuring the electricity the hospital customer generates at the time it is generated, the Company, upon written request of the hospital customer, shall install at the customer's expense an appropriate meter with such capability.

The Company may, at its own expense and with written consent of the customer, install one or more additional meters to monitor the flow of electricity.

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## SCHEDULE NEMS-H (Net Energy Metering Service - Hospitals)

## Monthly Charges

Monthly charges for energy, and demand where applicable, to serve the customer's total load shall be determined according to the Company's standard service schedule under which the customer would otherwise be served, absent the customer-owned generation source. If a hospital customer's qualifying customer-generator facility has a total rated generating capacity of more than 10 kW, service shall be provided under the Company's standard general service schedule.

All electricity flowing from the Company to the hospital customer shall be charged as it would have been if the hospital customer were not taking service under this schedule.

All electricity generated by the hospital customer shall be credited at the market value as of the time the hospital customer generated the electricity. The market value of the hospital customer's generated electricity shall be the hourly AEP East Load Zone Real-Time Locational Marginal Price (LMP) established by PJM.

The hospital customer's monthly bill shall reflect the net of Company charges for electricity flowing from the Company to the hospital customer and the market value credit for electricity generated by the hospital customer. If the customer's net billing is negative during the billing period, the net credit dollar amount shall be used to offset billing in subsequent billing periods. The customer may request, in writing, a refund of accumulated credit that is no greater than an annual true-up of accumulated credits over a twelve month period.

## Special Terms and Conditions

This schedule is subject to the Company's Terms and Conditions of Service and all provisions of the standard service schedule under which the customer takes service. This schedule is also subject to the applicable provisions of the Company's Minimum Requirements for Distribution System Interconnection.

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Issued: November 22, 2021

Issued by Marc Reitter, President AEP Ohio Effective: December 1, 2021

#### SCHEDULE COGEN/SPP (Cogeneration and/or Small Power Production)

#### Availability of Service

This schedule is available to:

- (1) customers with cogeneration and/or small power production (COGEN/SPP) facilities which qualify under Section 210 of the Public Utility Regulatory Policies Act of 1978, Cogeneration facilities must have a net power production capacity at or below 20 MW, and small power production facilities must have a net power production capacity at or below 5 MW.
- (2) customers with COGEN/SPP facilities that successfully rebut the presumption of nondiscriminatory access to wholesale markets, as authorized by FERC; and
- (3) customers with COGEN/SPP facilities for which FERC reinstates AEP Ohio's obligation to purchase energy in accordance with 18 CFR § 292.311.

All capacity values are measured in alternating current (AC). Such facilities shall be designed to operate properly in parallel with the Company's system without adversely affecting the operation of equipment and services of the Company and its customers, and without presenting safety hazards to the Company and customer personnel. The customer has the following options under this Schedule:

- Option 1 The customer does not sell any energy to the Company, and purchases from the Company its net load requirements, as determined by appropriate meters located at one delivery point.
- Option 2 The customer sells to the Company the energy produced by the customer's qualifying COGEN/SPP facilities in excess of the customer's total load, and purchases from the Company its net load requirements, if any, as determined by appropriate meters located at one delivery point.
- Option 3 The customer sells to the Company the total energy produced by the customer's qualifying COGEN/SPP facilities, while simultaneously purchasing from the Company its total load requirements under the applicable rate schedule, as determined by appropriate meters located at one delivery point.

Monthly Charges for Delivery from the Company to the Customer Supplemental Service

Available to the customer to supplement another source of power supply which will enable either or both sources of supply to be utilized for all or any part of the customer's total requirements.

Charges for energy, and demand where applicable, to serve the customer's net or total load shall be determined according to the supplemental service schedule established under the applicable Schedule. Option 1 and Option 2 customers with COGEN/SPP facilities having a total design capacity of more than 10 KW shall receive supplemental service under the general service schedule.

## Local Facilities Charge

All Distributed Generation requirements including local facilities charges are subject to the Company's Minimum Requirements for Interconnection Service and Ohio Administrative Code 4901:1-22 (OAC).

Filed pursuant to Order dated April 17, 2024, in Case No. 20-963-EL-ATA

Issued: April 22, 2024

Effective: May 1, 2024

#### SCHEDULE COGEN/SPP (Cogeneration and/or Small Power Production)

The cost of any meter alteration such as but not limited to meter reprogramming, installation of interval data recorders etc. shall be paid by the customer as part of the Local Facilities Charge. Any COGEN/SPP facility greater than 100 kW will require an interval meter.

Under Option 3, when metering voltage for COGEN/SPP facilities is the same as the Company's delivery voltage, the customer shall, at the customer's option, either route the COGEN/SPP totalized output leads through the metering point, or make available at the metering point for the use of the Company and, as specified by the Company, metering current leads which will enable the Company to measure adequately the total electrical energy produced by the qualifying COGEN/SPP facilities, as well as to measure the electrical energy consumption and capacity requirements of the customer's total load. When metering voltage for COGEN/SPP facilities is different from the Company's delivery voltage, metering requirements and charges shall be determined specifically for each case.

#### Monthly Credits or Payments for Energy Deliveries COGEN/SPP Facilities of 100 kW or less

The rate to be applied to the electrical energy delivered to the Company shall be the average annual total real-time Locational Marginal Price (LMP) at the AEP Ohio residual aggregate pricing node less the applicable average PJM Operating Reserve Balancing Charge for the billing year. The LMP shall be the average annual rate for the twelve month period ended of April of the previous year. The average rate shall be adjusted by the Seasonal Winter and Summer Billing Factors as calculated in the Company's Standard Service Offer Master Supply Agreement.

Winter	5.266¢ per KWH
Summer	8.742¢ per KWH

## Seasonal Periods

The winter period shall be the billing months of October through May and the summer period shall be the billing months of June through September.

The charges computed under this schedule shall be adjusted annually on June 1 of each year.

## COGEN/SPP Facilities Greater Than 100 kW

The payment for the electrical energy delivered to the Company shall be computed using the real-time hourly price (LMP) at the AEP Ohio residual aggregate pricing node. The customer shall also pay for applicable PJM Operating Reserve Balancing Charges, which will be made available upon request. If the actual LMP is not available at the time of billing, the bill will be estimated and trued up when that actual LMP becomes available.

## Terms

Customers on this schedule will receive a monthly invoice that nets the customer's energy credits with all other charges. If the monthly invoice results in an overall credit to the customer and is less than \$100, then no payment will be issued and the credit will be applied to the next monthly invoice. If the monthly invoice results in an overall credit to the customer and is more than \$100, residential customers will be issued a payment in the form of a debit card and nonresidential customers will receive payment in the

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Issued: April 22, 2024

Effective: May 1, 2024

### SCHEDULE COGEN/SPP (Cogeneration and/or Small Power Production)

form of a check. The Monthly credit will appear under the line item "Customer Generation Credit" on the billing invoice.

## Term of Contract

Contracts under this schedule shall be made for a period not less than one year.

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Issued: April 22, 2024

Issued by Marc Reitter, President AEP Ohio Effective: May 1, 2024

## SCHEDULE PEV (Pilot Plug-In Electric Vehicle Schedule)

## **Residential**

#### Availability of Service

Available to customers that would otherwise be served on the residential schedules that have a plug-in electric vehicle or plug-in hybrid vehicle. This tariff is also available to customers that chose to separately meter their vehicle charging load from all other household loads. This tariff is limited to 500 customers.

#### Monthly Rates

	Distribution
Customer Charge (\$)	10.00
On-Peak Demand Charge (\$ per KW)	2.14
Energy Charge (¢ per KWH)	1.31563

#### Monthly Billing Demand

Energy supplied hereunder will be delivered through not more than 1 single-phase or 1 poly-phase meter. On-peak billing demand in KW shall be taken each month as the single highest 30-minute integrated peak in KW as registered during the on-peak period of the month by a 30-minute integrating demand meter or indicator. The on-peak billing period is defined as 6 a.m. to 8 p.m. local time for all weekdays, Monday through Friday.

All other terms and conditions as well as rates and riders will be assessed based on the residential rate schedules.

## Public Charging

#### Availability of Service

Available to new public DC Fast and Level 2 chargers installed after June 1, 2021 served at the secondary voltage. The service to the charging station must be separately metered in order to participate in this pilot and no other load sources may be included. For purposes of billing, all charges for the separately metered station will be in accordance with the Company's GS-TOU schedule, including all applicable riders. The 10 kW maximum demand limitation of the Company's GS-TOU schedule shall not apply. All other terms and conditions of service of the general service tariff apply. This tariff is limited to the first 500 customers, as defined by their service meter address, to enroll.

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## SCHEDULE PA (Pole Attachment)

#### Availability of Service

Available to cable operators, telecommunications carriers, incumbent and other local exchange carriers, governmental entities and other entities with either a physical attachment or a request for attachment to the pole that is authorized to attach pursuant to section 4905.51 or 4905.71 of the Revised Code on a nondiscriminatory basis to construct and maintain attachments such as wire, cable, facility or other apparatus to the Company's poles, pedestals, or to place same in the Company's conduit duct space, so long as there is sufficient capacity and the attachments do not interfere with the safety, reliability, and general applicable engineering purposes of said pole. This tariff is not available to public utilities or to governmental entities seeking to attach seasonal attachments to the pole. As used in this Tariff, an "Attachment" shall mean the physical connection of (a) a messenger strand supporting the wires, cables or strand-mounted associated facilities and equipment of a cable system or (b) service drops affixed to the pole and located more than one vertical foot away from the point at which the messenger strand is attached to the pole (but not a strand-originating or mid-span service drop) or (c) service drops located on a dedicated service, drop or lift pole. An Attachment shall consume no more than one foot (1') of vertical space on any distribution pole owned by the Company.

#### Rates and Charges

The following distribution rates and charges shall apply to each pole of the Company, if any portion of it is occupied by or reserved for the customer's attachments.

Initial Contact Fee.....\$2.50 per pole

To cover the cost to the Company not separately accounted for in processing the application for each initial contact, but no such initial contact fee shall be required if the customer has previously paid an initial contact fee with respect to such pole location.

Billing for Initial Contact Fee will be rendered on the annual billing date each year for all accumulated initial contacts from the preceding year.

Annual Attachment Charge:

A. CATV and All Others.........\$9.38 per pole per year

For each additional attachment made during the current rental year, as authorized and pursuant to the terms and conditions of the agreement as required herein, the annual charge shall be billed on the next annual billing date using the previous year's rate, and shall be computed on the assumption that all attachments made during the contract year were on the pole for one-half the year and the annual charge shall be prorated accordingly.

If the customer has notified the Company of the abandonment by customer of any poles during the contract year, such poles shall be deemed to have been used for one-half of the year and an appropriate credit shall be given.

Filed pursuant to Order dated November 17, 2021 in Case No. 20-585-EL-AIR

Issued: November 22, 2021

Effective: December 1, 2021

#### SCHEDULE PA (Pole Attachment)

Billing of annual charges will be rendered in advance annually on each agreement's annual billing date and will be the rate in effect at the time of billing. In addition, the Company shall bill the customer for the prorated portion of any rate increase granted during the contract year.

#### Special Charges

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

All charges for inspection, installation, removal, replacement or rearrangement work necessary to facilitate the Customer's attachments and requirements shall be based on the full cost and expense to the Company in performing such work. The charges shall be determined in accordance with the normal and customer methods used by the Company in determining such cost.

Billings for special charges shall be rendered as the work is performed. Company may require advance payment of special charges before any work is initiated.

The Company reserves the right to waive any portion of the charges under this schedule applicable to nonprofit entities, rural electric cooperatives and Political Subdivisions of the State of Ohio.

#### Payments

Bills are due and payable in full by mail, checkless payment plan, electronic payment plan, or at an authorized payment agent of the Company, within 30 days from the date the bill is issued by the Company, except for payments for make-ready work as described below. On bills not so paid and not disputed or subject to inquiry, the customer shall pay interest on such unpaid balance at a rate of 8% per year (the "Interest Rate"). Payment for make-ready work shall be made within 21 days of receipt of the cost estimate, unless the Company receives a written dispute or request for additional information regarding the scope of work or allocation of costs of the work from the Customer, in which case the 21-day period will be held in abeyance until the dispute or inquiry is resolved.

## Contracts

Pole attachments shall be allowed only upon signing by the Company and the customer of a written Agreement making reference to this schedule, and upon the approval by the Company of a written application submitted by customer requesting permission to contact specific poles.

#### Term of Contract

Agreements executed with reference to this schedule shall continue in force until terminated by either party giving to the other prior written notice as prescribed in said agreements. No such termination, however, shall reduce or eliminate the obligation of the customer to make payments of any amounts due to Company for any services covered by this schedule, and shall not waive charges for any attachment until said attachment is removed from the pole to which it is attached.

Filed pursuant to Order dated November 17, 2021 in Case No. 20-585-EL-AIR

Issued: November 22, 2021

Effective: December 1, 2021

#### SCHEDULE PA (Pole Attachment)

Should the customer not place attachments or reserve space on the Company's poles in any portion of the area covered by the agreement within six months of its effective date, the Company may, at its option, terminate the Agreement.

#### Special Terms and Conditions

Terms and conditions of service for this schedule shall be pursuant to any Agreement existing between the Company and the customer on October 1, 2011. In the event that no such Agreement existed, then the terms and conditions of service shall be in accordance with the Company's standard Agreement and this schedule.

#### Attachment Inventories

The Company reserves the right to conduct periodic inventories of Licensee installations on its poles for the purpose of ensuring the accuracy of pole-attachment rental invoices. The Company shall have the right to conduct such inventories every five (5) years or more often if, in the Company's reasonable discretion, conditions warrant. Licensee shall reimburse the Company for Licensee's reasonable share of the actual expense associated with such inventory. The Company's right to conduct such inventory shall not relieve Licensee of any responsibility, obligation, or liability imposed by law or assumed under the Agreement. The Company shall provide Licensee with no less than 90 days' advance written notice of its intention to conduct such Attachment inventory and shall provide to Licensee a reasonable opportunity to participate in the planning and implementation of the inventory. The first inventory conducted after the effective date of the revision contained on this Sheet shall be for the purposes of determining a base line count of Licensee Attachments (the "Base Inventory"). To the extent that the Base Inventory results in the discovery of Attachments that were not previously permitted by the Company pursuant to the Company's permitting process ("Unauthorized Attachments") the Company shall be entitled to collect back rent ("Back Rent") for such Unauthorized Attachments in an amount not to exceed the lesser amount of (i) five (5) years' rent at the prevailing per-unit rental rate in effect during each of the applicable years; or (ii) the number of lesser actual years that the Attachments have been installed, at the prevailing applicable per-unit rate; or (iii) the number of years, less than five (5), back to a prior inventory. The calculation of Back Rent herein shall include an interest charge for the applicable period of time set forth above calculated at the Interest Rate. With respect to future inventories conducted after the Base Inventory, to the extent that such inventory results in the discovery of Unauthorized Attachments that were made after the Base Inventory, the Company shall be entitled to collect from Licensee (a) an Unauthorized Attachment or occupancy sanction in the amount of \$25 per Unauthorized Attachment, plus (b) Back Rent. Notwithstanding the foregoing, an Attachment made to a service or drop pole shall not be considered to be an Unauthorized Attachment if the Licensee seeks to permit the Attachment within thirty (30) days of attaching to the Company's pole.

Filed pursuant to Order dated November 17, 2021 in Case No. 20-585-EL-AIR

Issued: November 22, 2021

Effective: December 1, 2021

## BASIC TRANSMISSION COST RIDER

Effective Cycle 1 April 2024, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Basic Transmission Cost charge per kW and/or kWh as follows:

Schedule	¢/kWh	\$/kW
Residential		
RS, RSDM, RS-ES, RLM, RS-TOD, RS-TOU	4.38371	
Non Demand Metered		
GS-1, GS Recreational Lighting, GS1 ES, GS2 ES, GS-TOD,		
GS-2-TOD, GS-2-LMTOD, GS-TOU, EHS, SS	2.34674	
Demand Metered Secondary		
GS, EHG	0.06008	6.73
Demand Metered Primary		
GS	0.05806	6.76
Demand Metered Transmission		
GS	0.05702	7.45
Lighting		
AL, SL	1.19465	
County Fair Transmission Supplement Secondary	2.34674	
County Fair Transmission Supplement Primary	3.26990	
Interim Pilot 1CP Secondary	0.06008	12.24
Interim Pilot 1CP Primary	0.05806	12.24
Interim Pilot 1CP Transmission	0.05702	12.24
Interim Pilot 1CP Secondary School	0.06008	12.24

The Interim Pilot 1CP Demand rates for the Basic Transmission Cost Rider are limited to availability as established in Case No. 16-1852-EL-SSO. The monthly \$/kW for the Interim Pilot 1CP Basic Transmission rate will be based on the participating customer's demand during the single zonal transmission peak. The 1CP will be changed each January based on the customer's contribution to the single zonal transmission peak during the previous year.

This Rider is subject to reconciliation, including, but not limited to, refunds to customers, based upon the flow through impact to this Rider of changes to the Open Access Transmission Tariff approved by the Federal Energy Regulatory Commission (including changes related to the Tax Cuts and Jobs Act of 2017) or based upon the results of audits ordered by the Commission in accordance with the April 25, 2018 Opinion and Order in Case No. 16-1852-EL-SSO.

Filed pursuant to Order dated March 20, 2024 in Case No. 24-0042-EL-RDR

Issued: March 22, 2024

Effective: Cycle 1 April 2024

# KWH TAX RIDER

Effective May 1, 2001, all customer bills subject to the provision of this Rider, including any bills rendered under special contract, shall be adjusted by the KWH Tax charge per KWH as follows:

For the first 2,000 KWH used per month	0.465 ¢/KWH
For the next 13,000 KWH used per month	0.419 ¢/KWH
For all KWH used in excess of 15,000 KWH per month	0.363 ¢/KWH

Commercial and industrial customers that qualify under division (2) (C) of Section 5727.81, Ohio Revised Code, may elect to self-assess the KWH tax under the terms of that section. Payment of the tax will be made directly to the Treasurer of the State of Ohio in accordance with Divisions (A)(4) and (5) of Section 5727.82, Ohio Revised Code.

This Rider shall not apply to federal government accounts.

Filed pursuant to Order dated November 17, 2021 in Case No. 20-585-EL-AIR

Issued: November 22, 2021

Effective: December 1, 2021

# UNIVERSAL SERVICE FUND RIDER

Effective Cycle 1 January 2024, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Universal Service Fund charge of 0.59216¢/KWH for the first 833,000 KWH consumed each month and 0.01756¢/KWH for all KWH consumed each month in excess of 833,000 KWH.

Filed pursuant to Order dated December 13, 2023, in Case No. 23-0603-EL-UNC

Issued: December 15, 2023

Effective: Cycle 1 January 2024

## Pilot Throughput Balancing Adjustment Rider (PTBAR)

Effective Cycle 1 April 2024 all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Pilot Throughput Balancing Adjustment Rider charge per kWh as follows:

Ohio Power Rate Zone

Schedule	¢/KWH
RS, RSDM, RS-ES, RLM, RS-TOD, RS-TOU	0.00
GS-1, GS-TOU	0.00

Columbus Southern Power Rate Zone

Schedule	¢/KWH
RS, RSDM, RS-ES, RLM, RS-TOD, RS-TOU	0.00
GS-1, GS-TOU	0.00

This Rider is subject to reconciliation, including, but not limited to, refunds to customers, based upon the results of audits ordered by the Commission in accordance with the February 25, 2015 Opinion and Order in Case No. 13-2385-EL-SSO.

Filed pursuant to Order dated November 17, 2021 in Case No. 20-585-EL-AIR

Issued: March 22, 2024

Effective: Cycle 1 April 2024

## ENHANCED SERVICE RELIABILITY RIDER

Effective Cycle 1 September 2023, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Enhanced Service Reliability charge of 6.69857% of the customer's distribution charges under the Company's Schedules, excluding charges under any applicable Riders. This Rider shall be adjusted periodically to recover amounts authorized by the Commission.

This Rider is subject to reconciliation, including, but not limited to, refunds to customers, based upon the impact to the carrying charge rate recovered through this Rider of changes in Federal corporate income taxes due to the Tax Cuts and Jobs Act of 2017 or based upon the results of audits ordered by the Commission in accordance with the February 25, 2015 Opinion and Order in Case Nos. 13-2385-EL-SSO, et al.

Filed pursuant to Order dated August 9, 2023 in Case Nos. 23-169-EL-RDR.

Issued: August 25, 2023

Effective: Cycle 1 September 2023

### gridSMART RIDER

Effective Cycle 1 March 2024, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the monthly gridSMART Phase 2 charge. This rider shall be adjusted periodically to recover amounts authorized by the Commission. This Rider is subject to reconciliation, including, but not limited to, refunds to customers, based upon the impact to the carrying charge rate recovered through this Rider of changes in Federal corporate income taxes due to the Tax Cuts and Jobs Act of 2017 or based upon the results of audits ordered by the Commission in accordance with the February 1, 2017 Opinion and Order in Case No. 13-1939-EL-RDR.

Residential Customers	\$1.95
Non-Residential	\$15.91

Filed pursuant to Order dated November 17, 2021 in Case No. 20-585-EL-AIR

Issued: January 30, 2024

Effective: Cycle 1 March 2024

# DISTRIBUTION INVESTMENT RIDER

Effective Cycle 1 March 2024, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Distribution Investment Rider charge of 21.39844% of the customer's distribution charges under the Company's Schedules, excluding charges under any applicable Riders. This Rider shall be adjusted periodically to recover amounts authorized by the Commission. This Rider is subject to reconciliation, including, but not limited to, refunds to customers, based upon the impact to the carrying charge rate recovered through this Rider of changes in Federal corporate income taxes due to the Tax Cuts and Jobs Act of 2017 or based upon the results of audits ordered by the Commission in accordance with the February 25, 2015, Opinion and Order in Case Nos. 13-2385-EL-SSO, et al.

Filed pursuant to order dated November 17, 2021, in Case No. 20-585-EL-AIR and Case No. 14-1696-EL-RDR

Issued: December 20, 2023

Effective: Cycle 1 March 2024

## STORM DAMAGE RECOVERY RIDER

Effective Cycle 1 November 2023, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the monthly Storm Damage Recovery Rider. This Rider shall expire with the last billing cycle of October 2024.

Residential Customers	\$1.26/month
Non-Residential Customers	\$5.83/month

This Rider is subject to reconciliation, including, but not limited to, refunds to customers, based upon the results of audits ordered by the Commission in accordance with the February 25, 2015 Opinion and Order in Case No. 13-2385-EL-SSO.

Filed pursuant to Order dated October 18, 2023 in Case No. 23-433-EL-RDR

Issued: October 26, 2023

Effective: Cycle 1 November 2023

# BAD DEBT RIDER

Effective December 1, 2021, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Bad Debt Rider charge of 0.0% of the customer's distribution charges under the Company's Schedules, excluding charges under any applicable Riders.

This Rider is subject to reconciliation, including, but not limited to, refunds to customers, based upon the results of audits ordered by the Commission in accordance with the February 25, 2015 Opinion and Order in Case No. 13-2385-EL-SSO.

Filed pursuant to Order dated November 17, 2021 in Case No. 20-585-EL-AIR

Issued: November 22, 2021

Effective: December 1, 2021

## ECONOMIC DEVELOPMENT COST RECOVERY RIDER

Effective Cycle 1 April 2024, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Economic Development Cost Recovery charge of 2.93470% of the customer's distribution charges under the Company's Schedules, excluding charges under any applicable Riders. This Rider shall be adjusted periodically to recover amounts authorized by the Commission.

This Rider is subject to reconciliation, including, but not limited to, refunds to customers, based upon the results of audits ordered by the Commission in accordance with the February 25, 2015 Opinion and Order in Case Nos. 13-2385-EL-SSO, et al.

Filed pursuant to Order dated March 20, 2024 in Case No. 24-101-EL-RDR

Issued: March 22, 2024

Issued by Marc Reitter, President AEP Ohio Effective: Cycle 1 April 2024

## LEGACY GENERATION RESOURCE RIDER (LGR)

Effective January 1, 2024, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract shall be adjusted by the monthly Legacy Generation Resource Rider charge as follows:

Schedule	Charge	Part A	Part B	Total
Residential	\$/month	\$1.47	\$0.00	\$1.47
Commercial & Industrial	\$/kWh up to 833,000 kWh	\$0.0018007	\$(0.000018)	\$0.001783

This Rider is subject to reconciliation, including, but not limited to, refunds to customers, based upon the results of audits ordered by the Commission in accordance with the Opinion and Order in Case No. 19-1808-EL-UNC.

Filed pursuant to Order dated November 21, 2019 in Case No. 19-1808-EL-UNC

Issued: November 30, 2023

Effective: January 1, 2024

# RETAIL RECONCILIATION RIDER

Effective June 1, 2018 all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the monthly Retail Reconciliation Rider charge of \$0.0 per kWh.

This Rider is subject to reconciliation, including, but not limited to, refunds to customers, based upon the results of audits ordered by the Commission in accordance with the April 25, 2018 Opinion and Order in Case No. 16-1852-EL-SSO.

Filed pursuant to Order dated November 17, 2021 in Case No. 20-585-EL-AIR

Issued: November 22, 2021

Effective: December 1, 2021

# SSO CREDIT RIDER

Effective December 1, 2021, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the SSO Credit Rider credit as follows:

Schedule	¢/kWh
Residential	
RS, RSDM, RS-ES, RLM, RS-TOD, RS-TOU	(0.0)
Non Demand Metered	
GS-1, GS Recreational Lighting, GS1 ES, GS2 ES, GS-TOD,	
GS-2-TOD, GS-2-LMTOD, GS-TOU, EHS, SS	(0.0)
Demand Metered Secondary	
GS,EHG	(0.0)
Demand Metered Primary	
GS	(0.0)
Demand Metered Transmission	
GS	(0.0)
Lighting	
AL, SL	0.00000

This Rider is subject to reconciliation, including, but not limited to, refunds to customers, based upon the results of audits ordered by the Commission in accordance with the April 25, 2018 Opinion and Order in Case No. 16-1852-EL-SSO.

Filed pursuant to Order dated November 17, 2021 in Case No. 20-585-EL-AIR

Issued: November 22, 2021

Effective: December 1, 2021

# POWER FORWARD RIDER

Effective Cycle 1 June 2018 all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the monthly Power Forward Rider charge of \$0.00.

This Rider is subject to reconciliation, including, but not limited to, refunds to customers, based upon the results of audits ordered by the Commission in accordance with the April 25, 2018 Opinion and Order in Case No. 16-1852-EL-SSO.

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

Issued: May 8, 2018

Effective: Cycle 1 June 2018

## SMART CITY RIDER

Effective Cycle 1 December 2022, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the monthly Smart City Rider charge. This Rider shall be adjusted periodically to recover amounts authorized by the Commission. This rider is subject to reconciliation, including, but not limited to, refunds to customers, based upon the results of audits ordered by the Commission in accordance with the April 25, 2018 Opinion and Order in Case No. 16-1852-EL-SSO.

Residential Customers Non-Residential Customers \$0.00/month \$0.00/month

Filed pursuant to Order dated November 17, 2021 in Case No. 20-585-EL-AIR

Issued: October 27, 2022

Effective: Cycle 1 December 2022

## TAX SAVINGS CREDIT RIDER (TSCR)

Effective December 1, 2021, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the monthly Tax Savings Credit Rider.

Residential

Non-Residential

\$ (0.000230) per KWH

\$ (0.000620) per KWH

This Rider is subject to reconciliation, including, but not limited to, refunds to customers, based upon results of audits ordered by the Commission in accordance with the October 3, 2018 Opinion and Order in Case No. 18-1451-EL-ATA.

Filed pursuant to Order dated November 17, 2021 in Case No.20-585-EL-AIR

Issued: November 22, 2021

Effective: December 1, 2021

## Solar Generation Fund (SGF) RIDER

Effective January 1, 2024, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the monthly Solar Generation Fund (SGF) Rider charge as follows:

Schedule	Charge	Rate
Residential	\$/month	\$0.10
Non-Residential	\$/kWh up to 833,000 kWh with a per customer monthly cap of \$242	\$0.0002905

This Rider is subject to reconciliation and refunds, consistent with Section 3706.46 of the Revised Code and the Entries in Case No. 21-0447-EL-UNC.

Filed pursuant to Order dated December 13, 2023 in Case No. 23-1031-EL-RDR

Issued: December 15, 2023

Effective: January 1, 2024

# GENERATION ENERGY RIDER

Effective June 1, 2023, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Generation Energy charge as follows:

Schedule	Summer (Jun-Sep)	Winter (Oct-May)
	¢/KWH	¢/KWH
Residential		
RS, RSDM, RS-TOD, RS-TOU	10.58900	10.58900
PIPP Residential	7.21600	7.21600
RS, RSDM, RS-TOD, RS-TOU	7.21000	7.21000
Non Demand Metered		
GS-1, GS Recreational Lighting, GS-TOD, GS-TOU, EHS, SS	10.58900	10.58900
Demand Metered Secondary		
GS, EHG	10.58900	10.58900
Demand Metered Primary		
GS	10.23400	10.23400
Demand Metered Subtransmission/Transmission		
GS	10.04900	10.04900
Lighting		
AL, SL	10.58900	10.58900

Filed pursuant to Order dated May 17, 2023 in Case No. 23-482-EL-RDR

# GENERATION CAPACITY RIDER

Effective June 1, 2023, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Generation Capacity charge as follows:

## Columbus Southern Power Rate Zone

Rate		¢/kWh or \$/Month
RS		0.38800
RS-TOU <sup>1</sup>	On-Peak Hours	3.24142
	Off-Peak Hours	0.00000
RLM	Winter Rate	
	First 750 KWH	0.53821
	Next 150 KWH	0.29126
	All Other KWH	0.34063
	Summer Rate	
	First 750 KWH	0.53821
	Next 150 KWH	0.51126
	All Other KWH	0.47838
RS-ES, RS-TOD	On Peak KWH	0.67145
	Off-Peak KWH	0.23035
GS-1		0.33100
GS-2-TOD, GS-2 LMTOD	On-Peak Hours	0.99068
	Off-Peak Hours	0.00339
GS-TOU 1	On-Peak Hours	2.77570
	Off-Peak Hours	0.00000
Demand Metered Secondary		
GS		0.30900
Demand Metered Primary		
GS		0.23100
Demand Metered Transmission		
GS		0.16800

<sup>1</sup> Applicable only to customers with AMI meters. On-Peak hours applies to all weekdays, except the legal holidays of New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. November through April 6AM to 9AM and May through October 2PM through 6PM.

## Seasonal Periods

The winter period shall be the billing months of October through May and the summer period shall be the billing months of June through September.

Filed pursuant to Order dated May 17, 2023 in Case No. 23-482-EL-RDR

Issued: May 18, 2023

Effective: June 1, 2023

# GENERATION CAPACITY RIDER

Effective June 1, 2022, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Generation Capacity charge as follows:

## Ohio Power Rate Zone

Rate		¢/kWh or \$/Month
RS		0.38800
RS – TOU <sup>1</sup>	On-Peak Hours	3.24142
	Off-Peak Hours	0.00000
RS-ES, RS-TOD	On Peak KWH	0.80348
	Off-Peak KWH	0.22135
GS-1, EHS, SS, GS Recreational Lighting		0.33100
GS – TOU <sup>1</sup>	On-Peak Hours	2.77570
	Off-Peak Hours	0.00000
GS-1 ES	On-Peak Hours	0.67706
	Off-Peak Hours	0.14780
GS-TOD, GS-2ES	On-Peak Hours	0.54232
	Off-Peak Hours	0.18681
Demand Metered Secondary		
GSEHG		0.30900
Demand Metered Primary		
GS		0.23100
Demand Metered Transmission		
GS		0.16800

<sup>1</sup> Applicable only to customers with AMI meters. On-Peak hours applies to all weekdays, except the legal holidays of New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. November through April 6AM to 9AM and May through October 2PM through 6PM.

Filed pursuant to Order dated May 17, 2023 in Case No. 23-482-EL-RDR

Issued: May 18, 2023

Effective: June 1, 2023

# AUCTION COST RECONCILIATION RIDER

Effective Cycle 1 April 2024, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Auction Cost Reconciliation Rider rate of (0.04864) ¢/KWH. This Rider shall be adjusted periodically to recover amounts authorized by the Commission. This Rider is subject to reconciliation, including, but not limited to, refunds to customers, based upon the results of audits ordered by the Commission in accordance with the February 25, 2015 Opinion and Order in Case Nos. 13-2385-EL-SSO, *et al.* 

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

Issued: February 29, 2024

Issued by Marc Reitter, President AEP Ohio Effective: Cycle 1 April 2024

# ENERGY EFFICIENCY AND PEAK DEMAND REDUCTION COST RECOVERY RIDER

Effective December 1, 2021 all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Energy Efficiency and Peak Demand Reduction Cost Recovery charge as follows:

Class	\$/bill	\$/kWh	\$/kW	% of base distribution
Residential		0.0000000		
General Service Non Demand Metered	0.00	0.0000000		
County and Independent Fairs	0.00	0.0000000		
General Service Demand Metered		0.0000000	0.00	
Lighting		0.0000000		0.00000%

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

This Rider is subject to reconciliation, including, but not limited to, refunds to customers, based upon the impact to the carrying charge rate recovered through this Rider of changes in Federal corporate income taxes due to the Tax Cuts and Jobs Act of 2017 or based upon the results of audits ordered by the Commission in accordance with the January 18, 2017 Opinion and Order in Case No. 16-574-EL-POR.

Filed pursuant to Order dated November 17, 2021 in Case No. 20-585-EL-AIR

Issued: November 22, 2021

Effective: December 1, 2021

## ALTERNATIVE ENERGY RIDER

### Ohio Power Rate Zone

Effective Cycle 1 October 2020, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Alternative Energy Rider charge per kWh as follows:

Delivery <u>Voltage</u>	<u>Charge</u> (¢/kWh)
Secondary	0.38973
Primary	0.37618
Subtransmission/Transmission	0.36866

## Columbus Southern Power Rate Zone

Effective Cycle 1 October 2020, all customer bills subject to the provisions of this Rider, including any bills rendered under special contract, shall be adjusted by the Alternative Energy Rider charge per kWh as follows:

Delivery <u>Voltage</u>	<u>Charge</u> (¢/kWh)
Secondary	0.38973
Primary	0.37618
Subtransmission/Transmission	0.36866

This Rider shall be adjusted periodically to recover amounts authorized by the Commission. This rider shall not be applicable for any mercantile customer that self-assess the kilowatt hour tax rider. This Rider is subject to reconciliation, including, but not limited to, refunds to customers, based upon the impact to the carrying charge rate recovered through this Rider of changes in Federal corporate income taxes due to the Tax Cuts and Jobs Act of 2017 or based upon the results of audits ordered by the Commission in accordance with the February 25, 2015 Opinion and Order in Case Nos. 13-2385-EL-SSO, et al.

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

Issued: September 1, 2020

Effective: Cycle 1 October 2020

### RIDER IRP-L (Interruptible Power – Discretionary - Legacy)

### Availability of Service

Service pursuant to this rider is available to legacy customers who have remained participants in the IRP-D program continuously since 2015 and have provided reasonable evidence to the Company that their electric service can be interrupted within a 10-minute notice period. Legacy customers shall contract for electrical capacity sufficient to meet normal maximum requirements but not less than 1,000 KW of interruptible capacity.

The interruptible power contract capacity for all legacy customers served under this rider, contracts and agreements offered by the Company will be limited to 200,000 kW total in the Company's Ohio service area. Each legacy customer is limited to the amount of interruptible service currently under contract. If a legacy customer reduces the amount of interruptible load under contract, the new lower interruptible contract volume shall be the maximum amount of interruptible service eligible for this service.

In the event of a local emergency or if the Company receives an interruptible notice originating from PJM, the Company will issue an interruption notification. Each customer participating in this rider is responsible for providing and maintaining current contract information with the Company. All costs associated with providing the required Customer Communications System will be borne by the legacy customer.

### Interruption Notice

The Company will endeavor to provide the customer with as much advance notice as reasonably possible of an upcoming emergency interruption. Such notice shall specify the starting and ending hour of the interruption if known. If an emergency situation requires an immediate action by AEP Ohio, the customer will be required to interrupt service immediately. The Company may notify the legacy customer of interruptions of their service due to actions of the regional transmission organization.

## Failure to Comply With A Request For Interruption

- 1. If the legacy customer fails to interrupt load as requested by the Company for an emergency interruption, the customer will be required to refund all rate discounts received under this rider during the preceding 12 months for the uninterrupted demand. The uninterrupted demand will be calculated as the difference between the maximum 30-minute integrated demand during each emergency interruption and the sum of the legacy customer's contract capacities under any schedule where service is not interrupted. The rate discount will be the Demand Credit as specified in this rider.
- 2. If the legacy customer fails to interrupt load as requested by the Company during an emergency interruption, the Company further reserves the right to:
  - a) Interrupt the customer's entire interruptible load.

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### RIDER IRP-L (Interruptible Power – Discretionary - Legacy)

## Failure to Comply With A Request For Interruption (Cont'd)

b) Discontinue service to the customer under this rider if the customer fails to interrupt load twice during any 12-month period as requested by the Company. The Company may thereafter charge the customer, as specified in the Term of Contract provision of this rider, for any additional costs beyond the firm service rate incurred by the Company as a result of the customer transferring to firm service without providing proper notice.

## Term of Contract

Contracts under this rider shall be made for a period of not less than one (1) PJM delivery year (June 1 through May 31) with notice to participate due by April 1<sup>st</sup> each year.

## Capacity Payment Contributions

- 1. Each legacy customer shall bid its eligible interruptible capacity in either the PJM Base Residual Auction or a PJM Incremental Auction. Capacity and emergency energy revenues net of administrative fees obtained from such capacity contract(s) sales shall be paid to the Company for distribution in the Economic Development Rider. Failure by the legacy customer to properly account for, document when requested, and make full payment of capacity and emergency energy revenues to AEP Ohio may result in dismissal from the program and request for full payment with reasonable interest.
- 2. Each legacy customer may continue to act as their own curtailment service provider or employ a PJM qualified curtailment service provider so long as the legacy customer, as a condition of continued participation in the program, actively bid their interruptible capacity into the PJM auctions, and stand ready to account for and document the collection and payment to AEP Ohio of the interruptible capacity and emergency energy revenues. The Legacy Customer program will sunset with the June 1, 2024 billing cycle.

## Monthly Rate

In addition to the monthly charges for service under the applicable standard service rate schedule under which the customer receives service, the customer shall receive a Demand Credit for monthly interruptible demand as follows:

Service Years	Prior to-	Beginning
	June 1,	June 1,
	2018	2018
Subtransmission	(8.21)	(9.00)
Transmission	(8.21)	(9.00)

Generation Demand Credit (\$ per KW)

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# **RIDER IRP-L**

# (Interruptible Power – Discretionary - Legacy)

The Demand Credit shall apply to the customer's monthly interruptible demand. Monthly interruptible demand shall be the difference between the monthly billing demand determined in accordance with the standard service rate schedule under which the customer receives service and the customer designated firm service contract capacity. In no event shall the customer's monthly interruptible demand be greater than the customer's interruptible service contract capacity.

## Special Terms and Conditions

This rider is subject to the Company's Terms and Conditions of Service and all provisions of the rate schedule under which the customer takes service.

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## RIDER IRP-E (Interruptible Power – Discretionary - Expanded)

### Availability of Service

Service pursuant to this rider is available to customers that have provided reasonable evidence to the Company that their electric service can be interrupted in accordance with this rider and is limited to the inclusion of agreed upon customers and load limitations established in Case No. 16-1852-EL-SSO. Customers participating in this rider shall enter into a contract with the Company, and as part of that contract shall designate the customer's firm service level and its interruptible demand of not less than 1,000 kW of interruptible capacity.

The total interruptible power contract capacity for all customers served under this rider will be limited to 280,000 kW of which 160,000 kW of load shall be from existing customers and 120,000 kW of load shall be from customers new to the service area as ordered in Case No. 16-1852-EL-SSO. Once 160,000 kW have been enrolled, new participants or load expansions of existing customers will not be admitted into the program.

In the event of a local emergency or if the Company receives an interruption notice originating from PJM, the Company will issue an interruption notification. Each customer participating in this rider is responsible for providing and maintaining current contact information with the Company. All costs associated with providing the initial, required Customer Communications System will be borne by the customer.

### Enrollment, Registration and Participation in PJM Demand Response Programs

Participation in this rider does not preclude the customer from also participating in other PJM demand response programs through a Curtailment Service Provider. Customers are permitted to retain any compensation received by PJM for their participation in those programs. Except for the first year of the IRP Expanded Service, enrollment in the IRP Expanded Service program shall be for a PJM Delivery Year at a time. Customers have an option to opt-out of their participation for any future PJM year upon timely notification. An IRP Expanded Service customer who opts-out of the program may opt-in for a future PJM year. Opt-out notification for the upcoming PJM calendar year must be provided to the Company on or before April 1<sup>st</sup>. If a customer does not opt-out by the April 1<sup>st</sup> date, they are deemed participating for the following PJM Delivery Year (June 1 through May 31).

## Interruption Notice

The Company will endeavor to provide the customer as much advance notice as possible of an upcoming emergency interruption, but a customer will not be required to interrupt on less than 30 minutes notice. Such notice shall specify the starting and ending hour of the interruption if known. The Company may notify the customer of interruptions of their service due to actions of PJM.

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## RIDER IRP-E (Interruptible Power – Discretionary - Expanded)

### Failure to Comply With A Request For Interruption

- 1. If the customer fails to interrupt load as requested by the Company for an emergency interruption, the customer will be required to refund all rate discounts received under this rider during the preceding 12 months for the uninterrupted demand. The uninterrupted demand will be calculated as the difference between the maximum 30-minute integrated demand during each emergency interruption and the firm service level contracted for by the customer in its agreement with the Company. The rate discount will be the Demand Credit as specified in this rider.
- 2. If the customer materially fails two or more times during any 12-month period to interrupt load during an emergency interruption as requested by the Company, the Company further reserves the right to discontinue service to the customer under this rider.

### Term of Contract

Contracts under this rider shall be made for a period of not less than one (1) PJM delivery year (June 1 through May 31) with notice to participate due by April 1st each year.

### Monthly Rate

In addition to the monthly charges for service under the applicable rate schedule under which the customer receives service, the customer shall receive a Demand Credit for monthly interruptible demand as follows:

The Demand Credit shall be determined by multiplying the customer's monthly interruptible demand times the PJM Base Residual Auction market rate for the AEP Zone times 0.7. Monthly interruptible demand shall be the difference between the monthly billing demand determined in accordance with the applicable rate schedule under which the customer receives service and the customer's designated firm service contract capacity. In no event shall the customer's monthly interruptible demand be greater than the customer's interruptible demand specified in its contract.

### **Special Terms and Conditions**

This rider is subject to the Company's Terms and Conditions of Service and all provisions of the rate schedule under which the customer takes service.

In delivery years when there are no emergency or pre-emergency events, the customer agrees to provide the Company the results of any interruption tests performed in accordance with the PJM tariff as evidence of the customer's ability to interrupt. If the customer does not participate in PJM in a delivery year, the Company shall verify the customer's ability to interrupt through a comparable test. Failure to provide this testing information or failure to adequately perform during such a test shall be considered a failure to interrupt under this rider.

Participation in this rider will discontinue once the cost threshold established in Case No. 16- 1852-EL-SSO is reached. The Company will calculate the values provided under the tariff and attempt to provide as much notice as possible to participating customers before the rider discontinues.

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## AUTOMAKER CREDIT RIDER

### <u>Availability</u>

This rider is available to customers utilizing or expanding automaker facilities. For purposes of this rider, "automaker" shall refer to a company that manufactures automobiles.

Eligible customers must contact the Company to participate in this rider. Eligible customers that elect to participate will remain subject to this rider until providing the Company with notice of termination of participation.

### Monthly Rate

In addition to the monthly charges for service under the applicable standard service rate schedule under which the customer receives service, the customer shall receive an Energy Credit of \$0.01 per kWh for all monthly kWh consumption above the customer's monthly baseline consumption, subject to the Rider Annual Cap. Monthly charges for all kWh consumption at or below the customer's monthly baseline consumption shall be priced according to the customer's standard service rate schedule.

### **Baseline Consumption**

A customer's monthly baseline consumption shall be equal to one-twelfth of the customer's calendar year 2009 annual usage.

### Rider Annual Cap

Total credits under this rider for all customers combined shall not exceed \$500,000 in any calendar year. In the event that one or more monthly customer bills contain kWh consumption which would cause the total calendar year credits under this rider to exceed the Annual Cap, the Company will divide the remaining credits under the Annual Cap equally among eligible customer bills for that month.

### Special Terms and Conditions

This rider is subject to the Company's Terms and Conditions of Service and all provisions of the rate schedule under which the customer takes service.

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### SCHEDULE AFS (Alternate Feed Service Rider)

### Availability of Service

Standard Alternate Feed Service (AFS) is a premium service providing a redundant distribution service through a redundant distribution line and distribution station transformer, with automatic or manual switchover and recovery, which provides increased reliability for distribution service. Schedule AFS applies to those customers requesting new or upgraded AFS after the effective date of this schedule. Schedule AFS also applies to existing customers who presently receive AFS under a contract. In the case where existing customers are grandfathered under contract for AFS with no or partial monthly fees, they will transition to the terms of this schedule if they desire to maintain AFS service when the Company must make expenditures in order to continue providing such service.

Schedule AFS is available to customers served under Schedule GS, who request an AFS from existing distribution facilities which is in addition to the customer's basic service, provided that the Company can reasonably provide available capacity from alternate distribution facilities. AFS is preferred at Primary distribution voltage but will be offered at Secondary distribution voltage when practical.

### System Impact Study Charge

The Company shall charge the customer for the cost incurred by the Company to conduct a system impact study for each site reviewed. The study will consist of, but is not limited to, the following: (1) identification of customer load requirements, (2) identification of the potential facilities needed to provide the AFS, (3) determination of the impact of AFS loading on all electrical facilities under review, (4) evaluation of the impact of the AFS on system protection and coordination issues including the review of the transfer switch, (5) evaluation of the impact of the AFS request on system reliability indices and power quality, (6) development of cost estimates for any required system improvements or enhancements required by the AFS, and (7) documentation of the results of the study. The Company will provide to the customer an estimate of charges for this study and payment is required prior to its initiation. Should the customer plan to increase the AFS demand the customer will be charged for any subsequent system impact studies.

## Equipment and Installation Charge

The customer shall pay, in advance of construction, a nonrefundable amount for the equipment and installation costs for all dedicated and/or local facilities provided by the Company required to furnish either a new or upgraded AFS. The customer will not acquire any title in said facilities by reason of such payment. The equipment and installation charge shall be determined by the Company and shall include, but not be limited to, the following: (1) all costs associated with the AFS dedicated and/or local facilities provided by the Company and (2) any costs or modifications to the customer's basic service facilities.

The customer is responsible for all costs associated with providing and maintaining telephone service for use with metering to notify the Company of a transfer of service to the AFS or return to basic service.

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### SCHEDULE AFS (Alternate Feed Service Rider)

### Monthly Rate

The customer will pay all monthly charges for the basic service as determined under the appropriate Schedule. In addition, for each kW of contract capacity or highest demand established during the last eleven (11) months, whichever is greater, the customer shall pay the following:

Primary Voltage (Standard) AFS	\$2.54/ kW
Primary Voltage (Standard AFS to Hospitals)	\$2.50/ kW
Secondary Voltage (Standard) AFS	\$4.19/ kW

### Payment

Bills are due and payable in full by mail, checkless payment plan, electronic payment plan or at an authorized payment agent of the Company within 21 days after the mailing of the bill. On accounts not so paid, an additional charge of 2.5% of the unpaid balance will be made.

### AFS Capacity Reservation

The customer shall reserve a specific amount of AFS capacity equal to or less than the customer's normal maximum requirements, but in no event shall the customer's AFS capacity reservation under this Schedule exceed the capacity reservation for the customer's basic service under the appropriate tariff. The Company shall not be required to supply AFS capacity in excess of that reserved except by mutual agreement.

In the event the customer plans to increase the AFS demand at any time, the customer shall promptly notify the Company of such additional demand requirements. The customer's AFS capacity reservation and billing will be adjusted accordingly. The customer will pay the Company the actual costs of any and all additional dedicated and/or local facilities required to provide AFS in advance of construction and pursuant to a new electric service agreement for such additional AFS capacity reservation requirements. In the event the customer exceeds the agreed upon AFS capacity reservation, the Company reserves the right to disconnect the AFS. In the event the customer's AFS metered demand exceeds the agreed upon AFS capacity reservation, which jeopardizes company facilities or the electrical service to other customers, the Company reserves the right to disconnect the AFS immediately. If the Company agrees to allow the customer to continue AFS, the customer will be required to sign a new AFS agreement reflecting the new AFS capacity reservation. In addition, the customer will promptly notify the Company regarding any reduction in the AFS capacity reservation.

The customer may reserve partial-load AFS capacity, which shall be less than the customer's full requirements for basic service subject to the conditions in this provision. Prior to the customer receiving partial-load AFS capacity, the customer shall be required to demonstrate or provide evidence to the Company that they have installed demand-controlling equipment that is capable of curtailing load when a switch has been made from the basic service to the AFS. The Company reserves the right to test and verify the customer's ability to curtail load to meet the agreed upon partial-load AFS capacity reservation.

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### SCHEDULE AFS (Alternate Feed Service Rider)

### Determination of Billing Demand

Full-Load Requirement:

For customers requesting AFS equal to their load requirement for basic service, the AFS billing demand shall be taken each month as the single-highest thirty (30) minute integrated peak as registered during the month by a demand meter or indicator, but the monthly AFS billing demand so established shall in no event be less than the greater of (a) the customer's AFS capacity reservation, (b) the customer's highest previously established monthly billing demand on the AFS during the past eleven (11) months, (c) the customer's basic service capacity reservation, or (d) the customer's highest previously established monthly billing demand on the basic service during the past eleven (11) months.

### Partial-Load Requirement:

For customers requesting partial-load AFS capacity reservation that is less than the customer's full requirements for basic service, the AFS billing demand shall be taken each month as the single-highest thirty (30) minute integrated peak on the AFS as registered during the month by a demand meter or indicator, but the monthly AFS billing demand so established shall in no event be less than the greater of (a) the customer's AFS capacity reservation or (b) the customer's highest previously established monthly metered demand on the partial-load AFS during the past eleven (11) months.

The Company shall designate the demand meter or indicator, demand interval, and any metered voltage adjustments used in the determination of demand under this Schedule.

### Equipment Requirements and Ownership

The customer agrees to own, install, maintain, test, inspect, operate and replace as necessary the transfer switch. The customer's transfer switch shall be set with an automatic return to the basic service and shall remain with this setting unless otherwise mutually agreed upon by the Company and customer.

The customer agrees that any replacement of transfer switches be automatic-load transfer switches, and shall be set to return from the AFS circuit automatically with a closed transition except where Company's distribution system can not accept a closed transition. In addition, the customer-owned transfer switches must meet the Company's engineering, operational and maintenance specifications and shall be approved by the Company's engineering group prior to installing the switchgear.

The Company reserves the right to periodically inspect the customer-owned transfer switch and controls and to disconnect the AFS for adverse impacts on reliability or safety. The customer agrees to test and inspect the switching facilities every twelve (12) months and perform maintenance as required. The testing, inspection and maintenance will be performed by the customer or by an outside contractor (for the customer) to ensure that the functional requirements as defined and provided by the Company continue to be met. Results of testing and inspections will be provided to the Company upon request.

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### SCHEDULE AFS (Alternate Feed Service Rider)

Customer owned transfer switches, that are not automatic-load transfer switches, may continue to be used upon approval of the Company until it is determined by the Company that replacement of the transfer switch is necessary. However, during such period of use the Company and customer agree to adhere to the following operating guidelines:

- o After a transfer of service to the AFS, the customer agrees to return to the basic service within twelve (12) hours following the availability of basic service, or as mutually agreed upon by the Company and customer.
- o In the event of system constraints, the customer shall accomplish the transfer back to the basic service within ten (10) minutes after notification by the Company. However, the Company will endeavor to provide as much advance notice as possible to the customer.
- o Return to the basic service circuit will be performed manually by the customer, and will be coordinated with the Company load dispatcher.
- In the event the customer fails to return to basic service within twelve (12) hours following the availability of basic service, or as mutually agreed upon by the Company and customer, or within ten (10) minutes of notification of system constraints, the Company reserves the right to immediately disconnect the customer's load from the AFS source.
- o If the customer does not return to the basic service as agreed upon, or as requested by the Company, the Company may also provide thirty (30) days' notice to terminate the AFS electric service agreement with the customer.
- o All of the above testing, inspection and maintenance conditions will apply.
- o All planned, non-emergency transfers requested by either the customer or the Company will be coordinated between the customer and the Company load dispatcher. The customer shall provide for a trained individual to conduct all manual switching.

Company owned transfer switches, may continue to be used upon approval of the Company until it is determined by the Company that replacement of the transfer switch is necessary. At that time the customer will be required to own, install, maintain, test, inspect and operate the transfer switch in accordance with the above terms. The customer agrees to reimburse the Company actual costs involved in maintaining the Company-owned transfer switch.

## Term of Contract

The customer shall contract for a definite amount of electrical capacity in kW which shall be sufficient to meet normal maximum requirements under this Schedule, but in no event shall the customer's contract capacity under this Schedule exceed the contract capacity for the customer's basic service under the appropriate general service schedule. The Company shall not be required to supply capacity in excess of that for which the customer has contracted.

Contracts will be required for an initial period of not less than one (1) year and shall remain in effect thereafter until either party shall give the other at least six (6) months written notice of the intention to discontinue service under this Schedule.

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### SCHEDULE AFS (Alternate Feed Service Rider)

A new initial contract period will not be required for existing customers who change their contract requirements after the original initial period unless new or additional facilities are required. The Company reserves the right to make initial contracts for periods longer than one (1) year.

### **Special Terms and Conditions**

The Company will maintain operational control of the transfer switch, including the designation of the AFS and the timing of the return from the AFS to the basic service following an interruption of service or any other operating condition. At no time will the AFS be operated in parallel with the basic service without the Company's advance written approval. The Company will have sole discretion in designating the AFS circuit and the basic service circuit.

Upon receipt of a request from the customer for non-standard AFS (AFS which includes unique service characteristics different from standard AFS), the Company will provide the customer with a written estimate of all costs, including system impact study costs, and any applicable unique terms and conditions of service related to the provision of the non-standard AFS.

Disconnection of AFS under this Schedule due to reliability or safety concerns associated with customerowned transfer switches or AFS metered demand in excess of the AFS Capacity Reservation will not relieve the customer of payments required during the remaining term of the electric service agreement.

The provisions and charges under this Schedule are subject to revision should the customer's electric service agreement for basic service be modified.

In the event the customer's electric service agreement for basic service terminates for any reason, the customer is required to fulfill all payments according to the terms of this Schedule.

The Company assumes no responsibility should the alternate distribution circuit, the transfer switch, or other equipment required to provide the AFS fail to operate as designed or be unavailable for any reason. Service under this Schedule does not guarantee that power will be available through the AFS at all times.

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

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# PILOT DEMAND RESPONSE RIDER

Pursuant to Commission order, this is merely a placeholder rider and no cost allocation or recovery shall occur at this time.

This Rider is subject to reconciliation, including, but not limited to, refunds to customers, based upon the results of audits ordered by the Commission in accordance with the February 25, 2015 Opinion and Order in Case No. 13-2385-EL-SSO.

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## UNDERGROUND SERVICE TARIFF

### Availability of Service and Required Procedure

Available to designated municipal areas in the Company's service territory that choose under this tariff to either convert existing service from overhead to underground or install new facilities underground in an area where the standard service plan is overhead. That choice must be ratified through formal action of the legislative body of each applicable municipal corporation(s) or through an election of voters in each municipal corporation(s). Such formal action must authorize the municipal corporation to enter into a contract based on the terms and conditions of this tariff and agree that the utility surcharge under this tariff will be levied on its residents for the full term of cost recovery. Prior to the municipal corporation taking its formal action, the Company shall provide a good faith estimate of the total costs to be paid under this tariff for the underground service, an estimated date for completion of the required work and indicate the term of service during which payments will be made.

### Special Terms and Conditions

This service is provided at a cost equal to the contribution in aid of construction that would otherwise be paid that equals the difference between the costs of providing underground versus overhead service. A surcharge will be calculated as a carrying charge value that is equal to the then-approved weighted average cost of capital, the depreciation rates associated with the assets as well as the most recently approved adder for property tax assessed for the useful life of the property, as well as any required make ready work. No credit will be applied as a contribution in aid of construction. The total cost will be collected through a surcharge on customers who are also residents of the applicable municipal corporation(s) during the full term of cost recovery.

As an alternative to a surcharge on residents for the full term of cost recovery, a municipal corporation may elect to enter into a contract that obligates the municipal corporation to pay the total cost and sets forth a payment arrangement. The total cost under this option will be determined by assessing a carrying charge value equal to the then approved weighted average cost of capital applied to the outstanding balance until the balance is paid in full. The payments will be credited as contribution in aid of construction.

The Company and each municipal corporation shall enter into a contract to specify the length of payment or cost recovery and amount of payment, as well as other negotiated terms and conditions.

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