

**OKLAHOMA GAS AND ELECTRIC COMPANY**  
P. O. Box 321  
Oklahoma City, Oklahoma 73101

4<sup>th</sup> Revised Sheet No. 100  
Replacing 3<sup>rd</sup> Revised Sheet No. 100

**Terms and Conditions of Service**

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**PART I**

**INTRODUCTION**

**101 PURPOSE OF TERMS AND CONDITIONS OF SERVICE**

These Terms and Conditions of Service in conjunction with the Oklahoma Corporation Commission, Electric Utilities Rules, as set forth in the Oklahoma Administrative Code 165:35 shall govern the supplying and taking of the Company's electric service. They supersede and cancel all previous terms and conditions of service pertaining to the supplying and taking of the Company's electric service.

**102 APPLICATION OF TERMS AND CONDITIONS OF SERVICE**

These Terms and Conditions of Service, and any modifications thereof and additions thereto lawfully made, are applicable to all consumers receiving any electric services from the Company and to all standard service agreements and contracts now existing or which may be entered into by the Company, and to all pricing schedules which from time to time may be lawfully established.

The Company may decline to serve a consumer or prospective consumer until such consumer has complied with the rules and regulations of the Commission and any applicable Federal, State and Municipal or other local laws and rules and regulations.

The Company may refuse or discontinue service to any consumer for non-compliance with these Terms and Conditions of Service where they specifically so provide.

**103 MODIFICATION OF TERMS AND CONDITIONS OF SERVICE**

No agent, representative or employee of the Company shall have authority to modify these Terms and Conditions of Service, but the Company shall have the right to amend these Terms and Conditions of Service or to make additional Terms and Conditions of Service as it may deem necessary from time to time, subject to the approval of the Commission.

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**PART II**

**GENERAL INFORMATION**

**201 DEFINITIONS**

Wherever the following words and phrases are used in these Terms and Conditions of Service or the Company's Standard Pricing Schedules the following definitions shall apply:

"Company" means the Oklahoma Gas and Electric Company.

"Auxiliary, breakdown or supplementary service" is that electric service supplied by the Company which is used to supplement the electric service which the consumer secures from another source, or which is available in the event of failure of the electric service which the consumer normally secures from another source, or which in effect serves to relieve, sustain or reinforce the effective operation of the consumer's generating plant or other non-Company source of electric service.

"Service entrance conductors" means the service conductors between the terminals of the service equipment and a point usually outside the building, clear of building walls, where joined by tap or splice to the service drop.

"Service entrance conductor raceway" means the conduit that encloses the service entrance conductors.

"Service drop" means the overhead service conductors from the last pole or other aerial support, to and including the splices, if any, connecting to the service entrance conductors at the building or other structure.

"Service equipment" means the necessary equipment, usually consisting of a circuit breaker or switch and fuses, and their accessories, located near the point of entrance of supply conductors to a building or other structure, or an otherwise defined area, and intended to constitute the main control of cutoff of the supply.

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“Service lateral” means the underground service conductors between the street main, including any risers at a pole or other structure, or from transformers, and the first point of connection to the service entrance conductors in a terminal box or meter, or other enclosure with adequate space, inside or outside the building wall. Where there is no terminal box, or meter or other enclosure with adequate space, the point of connection shall be considered to be the point of entrance of the service conductors into the building.

“Service lateral raceway” means the raceway that encloses the service lateral from the meter base or junction box to a trench suitable for direct buried service laterals, including the 90 degree bend and conduit required to clear obstructions adjacent to the building.

## 202 APPLICATION FOR ELECTRIC SERVICE

Each consumer, before obtaining electric service, shall make written application (unless waived by the Company) to the Company for such service at the rates applicable for the type of service to be furnished. A written application for service, when signed by the consumer and accepted and approved by the Company, constitutes a contract. An oral or electronic application for service and rendition of service pursuant thereto shall constitute a contract for service which includes all these Terms and Conditions of Service.

A Service Initiation Fee of \$ 25.00 shall be assessed to each consumer to establish a new account. The total amount of this charge shall be assessed at the time service is connected. This Service Initiation Fee shall not apply to temporary service in the name of a builder or construction company for construction power nor to an account in the name of an owner of property for service to rental units covered by a Leave-on Agreement (see Section 206).

Each application for electric service shall be made in the true name of the consumer desiring the service, or using the service. The Company, at its option, may require suitable identification. In case of violation of this provision, the Company may discontinue service at such location after appropriate notice has been given.

The Company may require a contract for an extended period of time when a consumer’s requirements for power or energy are unusually large, or necessitate

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considerable special or reserve equipment; and, in such cases may require payment by the consumer of such charges and amounts as may be necessary to justify the investment of the Company.

**203 APPLICATION OF RATES**

The Company's standard pricing schedules state the conditions under which each is available. A consumer may take electric service at one location (premises) under more than one pricing schedule if separately metered.

The Company, at any time upon request, will determine for any consumer the rate best adapted to existing or anticipated electric service requirements as defined by the consumer, but the consumer shall always have the final responsibility for the choice between two or more applicable rates.

The Company's standard pricing schedules state the term or period of time for which each is established. A consumer having selected a rate may not change to another rate during the applicable term. A new consumer will be given reasonable opportunity (normally not to exceed three months' time) to determine their service requirements before definitely selecting the most favorable rate therefore. In those instances where a written agreement for electric service is required by the Company and where a new consumer selects an applicable pricing schedule or an existing consumer elects to change to another pricing schedule which is applicable to their class of service, the billing will continue under the rate in effect or applicable pricing schedule until the agreement for electric service has been properly executed by the consumer and the Company.

The Company may not know of changes that occur in the consumer's operating conditions; therefore, the Company does not assume responsibility that the consumer will be served under the most favorable rate. When the consumer selects a rate the Company will thereafter not make any refunds covering the difference between the charges under the rate in effect and those under any other rate which would be applicable to the same service.

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**204 EXTENSION OF CONSUMER'S WIRING SYSTEM**

For the purpose of obtaining a lower rate by receiving electric service through one meter, the consumer will not be permitted to extend or connect their electric wiring installation across or under a street, alley, or other public space in order to obtain service for adjacent property, unless such extension is made pursuant to a special contract or filed pricing schedule.

**205 SINGLE PHASE AND THREE PHASE SERVICE TO CONSUMERS SERVED UNDER RESIDENTIAL PRICING SCHEDULES**

Consumers served under the Residential Pricing Schedules shall be furnished single phase or three phase service under the following provisions:

Single phase service is standard for residential consumers and shall be supplied without any payment (except as provided in the Company's Extension Policy, Part IV hereof) other than the regular billing provided for in the applicable pricing schedule. Motors connected to this single phase service shall be subject to the provisions of Section No. 307, Electric Service and Power Quality.

If a residential consumer requires three phase service for a motor or motors with individual capacity of more than 3 horsepower each, the Company's Extension Policy (Part IV hereof) shall apply. All three phase motors connected by the consumer shall be subject to the provisions of Section No. 307, Electric Service and Power Quality.

When three phase secondary service is available at or near the location for a residential consumer, the Company may, at its option, permit connection of three phase motors with individual capacities of 3 horsepower or less, subject to the payment conditions of the Company's Extension Policy (Part IV hereof).

The consumer shall arrange their wiring so that all single phase and three phase service will be taken through one meter.

**206 METHOD OF SUPPLYING ELECTRIC SERVICE**

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**Mobile Home Park.** The owner of the mobile home park shall furnish and install the necessary service equipment (a service pole or service pedestal acceptable to the Company) for termination of the Company's service drop (if overhead) or service lateral (if underground). Said owner shall provide to the Company any necessary easements.

Extension policies which apply to residential consumers shall be applicable to mobile home spaces.

**Leave-on Agreement.** The Company is authorized to enter into a written Leave-on Agreement with an owner/agent of rental-property, at the option of such property owner/agent. If such Leave-on Agreement is entered into, the charges set forth therein for connection of service to rental units covered by the Agreement shall be those set forth below. The charges set forth herein and in such Agreement are exclusive of and in addition to charges for electric service rendered under any of the Company's pricing schedules.

The term "Leave-on Agreement," as used herein, shall mean a written agreement between the Company and an owner/agent of rental property, whereby said owner/agent agrees to be responsible for payment of all charges for electric service provided to a rental unit covered by such agreement during any period subsequent to the closing of an account for service to a tenant or occupant of such rental unit and prior to the opening of an account for service to a new tenant or occupant of such rental unit.

**Service Charges:**

1. A charge of \$30.00 per Leave-on Agreement, plus \$0.50 for each rental unit covered by such Agreement, shall be assessed to the owner/agent, such charge to be paid in full at the time such Agreement is entered into. In the event that remote connect/disconnect functionality is available at the service location, the \$0.50 charge for each rental unit will be waived. An owner/agent which has entered into an effective Leave-on Agreement prior to the effective date of these Terms and Conditions of Service shall not be assessed this initial charge.
2. A Connection Charge of \$7.00 shall be assessed to the owner/agent each time it is necessary to establish an account in the owner's name for service provided to a rental unit in accordance with the terms of the Leave-on Agreement.
3. A Disconnect Charge of \$7.00 shall be assessed to the owner/agent each time service to a rental unit covered by a Leave-on Agreement is disconnected, rather than being transferred to the account of a new tenant or occupant of such rental unit. In the event that remote connect/disconnect functionality is available at the

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service location, the \$7.00 disconnect charge will be waived. If the owner/agent calls in for a read/seal-in, the regular \$25.00 Service Initiation Fee will apply.

**207 SINGLE PHASE AND THREE PHASE SERVICE TO CONSUMERS SERVED UNDER COMMERCIAL PRICING SCHEDULES**

Consumers served under the Commercial Pricing Schedules shall be furnished either single phase or three phase service as required by the consumer, subject to the following provisions:

Single phase service shall be available for single phase motors, subject to the provisions of Section No. 307, Electric Service and Power Quality.

Three phase service shall be available for three phase motors with total capacity of 5 horsepower at a place where three phase secondary service is available at or near the location, the Company may, at its option, permit connection of these motors, subject to the payment conditions of the Company's Extension Policy (Part IV hereof).

The taking of single phase or three phase service shall be subject to the provisions of Section No. 307, Electric Service and Power Quality and of the Company's Extension Policy (Part IV hereof).

When three phase service is furnished, the consumer shall so arrange their wiring so that all single phase and three phase service can be taken through one meter.

**208 DEPOSITS AS SECURITY FOR PAYMENT OF BILLS**

**Residential Deposits**

**Initial**

Deposits are charged based on the customer's previous history and credit reporting agency results. The deposit amount for residential customers is based on the 2 months average usage for the address at which the service is being started. If there is insufficient history or no history the minimum deposit of \$150.00 will be assessed. If the service is on when the contract is taken the customer will have 3 business days to pay the deposit to keep the service on. If the service is off

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when the contract is taken the customer will be required to pay the deposit before service will be turned on.

### **Waiving**

Deposit may be waived based on the customer's previous payment history with the Company or a like utility if an acceptable Letter of Credit is provided.

### **Interest**

OG&E pays interest on deposits as determined by the Oklahoma Corporation Commission (OCC) Rule 165:35-19-10. Interest is paid monthly and is credited to the customer's bill.

### **Inadequate Deposits**

OG&E will notify the customer, in writing, to increase the deposit for accounts with inadequate deposit amounts based on the following reasons:

- 2 or more late payments in 12 months
- Disconnection of service due to non payment
- 2 or more returned checks in 12 months
- Fraudulent use of electricity

### **Return**

Deposits will be returned with accrued interest to the customer's account on the 13<sup>th</sup> month if the customer has continuous service for 12 months with 2 or less late payments.

## **Commercial/Industrial Deposits**

### **Initial**

Deposits are charged based on the 2 months average usage for the address at which the service is being started. If there is insufficient history or no history an Estimated Annual Revenue (EAR) report will be generated to determine the deposit amount. If an EAR is unable to be determined, the minimum deposit of \$350.00 will be assessed. Cash deposits are billed and due with the first month's usage billing.

### **Alternative to Cash Deposit**

General Service and Industrial customers have the option to obtain an Irrevocable Letter of Credit from a bank or financial institution in lieu of a cash deposit, or to obtain a Surety Bond from an Insurance Company. Surety Bonds may have to be renewed on an annual basis.

### **Interest**

OG&E pays interest on deposits as determined by the Oklahoma Corporation Commission (OCC) Rule 165:35-19-10. Interest is paid monthly and is credited to the customer's bill.

### **Inadequate Deposits**

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OG&E will notify the customer, by letter, to increase the deposit for accounts with inadequate deposit amounts based on the following reasons:

- 2 or more late payments in 12 months
- Disconnection of service due to non payment
- 2 or more returned checks in 12 months
- Fraudulent use of electricity

### Return

Non-residential customer deposits of less than \$20,000.00, with accrued interest, will be automatically refunded after five (5) years of continuous service with a satisfactory payment history.

Non-residential customer deposits greater than \$20,000.00 will be held on file until the account is closed. The deposit will be applied towards the final billing amount.

## 209 BILLING FOR ELECTRIC SERVICE

Whenever the Company is called upon to furnish two or more metering installations for one consumer, each such installation shall be considered a separate point of delivery and charges shall be calculated separately therefore. If the Company determines that the physical or electrical characteristics of the facilities served require more than one point of delivery according to good engineering and operating practice this rule may be waived.

The Company may deliver by postal or private carrier a bill for service to a consumer at the address at which service is taken, or such other address designated by the consumer. The Company may deliver by electronic means a bill for service to a consumer at an electronic address designated by the consumer.

Failure to receive a bill in no way exempts a consumer from liability for payment for service.

## 210 METER TESTING PLANS AND PROCEDURES

**General.** The Meter Testing Plans and Procedures discussed in this Operating Practice comply with the requirements of the Oklahoma Corporation Commission rules and the American National Standard Code for Electricity Meters, ANSI C-12. The Customer

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Billing file is used to determine in service meter locations, KWH usage, voltage, form and type of meter. For this reason it is important that all KWH meters be assigned an account number.

**Selective Testing Plan.** Beginning June 1, 2010 and throughout the Company's Smart Grid deployment, these selective testing requirements will be suspended. Following the completion of the deployment of Smart Meters, on or about January 1, 2013, the selective testing plan as set forth herein will be resumed.

All in service Standard Meters are tested as a part of the Selective Testing Plan. The term "Standard Meter" refers to single phase, self-contained, 120 volt and 120/240 volt alternating current KWH meters with mechanical registers. All other meters are individually tested under the Periodic Testing Plan.

**Periodic Testing Plan.** Beginning June 1, 2010 and throughout the Company's Smart Grid deployment, these periodic testing requirements will be suspended. Following the completion of the deployment of Smart Meters, on or about January 1, 2013, the periodic testing plan as set forth herein will be resumed.

All meters which are not included in the Selective Testing Plan will be scheduled for testing based on the KWH usage of the meter or annually. The periodic testing plan groups meters together for each District based on MWH usage. The number of meters to be tested is the number in each MWH range divided by the test years for the group. Example; 400 meters with usage greater than 450 MWH/year divided by 2 year test schedule - yields 200 meter orders for those meters with the oldest test dates. This process equalizes the work load each year and insures that meters missed last year are included in next years schedule.

Transformer Rated		Self Contained	
MWH Usage	Test Year	MWH Usage	Test Year
600 or >	2	250 or >	5
400 - 599	3	200 - 249	6
350 - 399	4	150 - 199	7
250 - 349	5	130 - 149	8
200 - 249	6	120 - 129	9
150 - 199	7	100 - 119	10
70 - 149	8	90 - 99	11
40 - 69	9	80 - 89	12
< 10 - 39	10	70 - 79	13
Totals		50 - 69	14
		< 49	15

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This schedule was developed based on the risk of loss of revenue verses the cost to test the installation. It allows us to test our larger customers more frequently than the smaller ones with existing staff. We schedule approximately 7000 meters for testing from approximately 52,000 meters which are a part of the Periodic Testing Plan. Separate pulse recorders, pulse initiators, isolation relays, current transformers, potential transformers, Var-hour meters and Q-hour meters are tested in accordance with the schedule for the associated KWH meters.

**Annual Testing Plan.** Any meter requiring a test schedule more frequent than every other year or where KWH readings are not posted to the customer file is handled under the Annual Testing Plan.

a. Generation Meters

All KWH meters located within an OG&E Power Plant shall be tested annually.

b. Interconnection Meters

Meters owned by the Oklahoma Gas and Electric Company should be tested by OG&E Company members and witnessed by the other parties. By mutual agreement, meters owned by other companies or agencies may be tested by others. The test should be witnessed by authorized OG&E Company members. By mutual agreement, meters owned by other companies or agencies may be tested by OG&E Company members and witnessed by the other parties.

**Accuracy.**

a. Standards

Watt-hour reference comes from the master standard located at Technical Services. This reference is used to calibrate the department standards within plus or minus 0.2 percent. The department standards are used to check the calibration of field test units every six months.

b. Meters

All meters with "as found" test results that exceed the following will be adjusted: Full Load test plus or minus 0.3 percent, Light Load plus or minus 0.4 percent and Power Factor plus or minus 0.7 percent. "As left" test values are not recorded. All meters that require adjustment will be calibrated within our tolerance or the meter will be retired. Because the National KWH reference has been transferred three times before a meter is tested, we cannot justify spending additional time calibrating meters to tolerances less than those shown above.

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**Testing Procedures.** All new poly-phase and all returned standard, poly-phase and other meters will be tested and recalibrated as necessary by Meter Shop before being installed in service. This procedure should insure that the proper maintenance has been performed on the meter and that its' accuracy meets our standards.

a. Poly-phase Meters

All poly-phase meters shall be tested for equality of elements. When necessary, each element may be tested separately. However, the final and preferred test and adjustments shall be made with the current coils in series. It is recommended that all field tests of poly-phase meters be made with the current coils in series and, if relagging and rebalancing of elements are necessary, that the meters be returned to Meter Shop for this work.

b. Instrument Transformers

All instrument transformers which are removed from service will be tested by Meter Shop before being reissued. All new PT's, high voltage CT's and 20% of the 600 volt CT's will be tested before they are placed in inventory.

In service current and potential transformers should be tested as a part of the KWH meter installation test. When a meter is tested, the instrument transformers associated with the installations shall receive close visual inspection for correct connections or evidence of damage due to severe overloads for extended periods of time, physical damage or abnormal conditions. Tests of current and potential transformers shall be performed at the same time and results recorded.

The current transformer shall be tested with a suitable variable-burden device to determine if the windings of the secondary circuit have developed an open circuit, short circuit, or unwanted grounds.

The secondary voltage of the potential transformer will be measured and compared to the primary voltage to reveal defects in the transformer or associated circuits.

c. Installation Test

Transformer rated meters should be field tested within 30 days after installation.

d. Complaint Test

The Company will test the accuracy of any consumer's meter within 20 days after receipt of a written request from the consumer.

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If the meter tested is found to be more than 2% incorrect, the Company will make no charge for such test. If the meter is found to be within the accuracy limits of plus or minus 2%, the Company will charge the consumer \$50.00 to cover the costs to perform such test. The fee will be collected prior to the test and promptly refunded to the customer if the meter proves not to be accurate within the limits referenced above.

It is usually quite difficult for the customer to thoroughly understand meter test procedures and the terminology used. For this reason complaint tests should be made only when desired to save time or when a logical explanation of the KWH used proves unsatisfactory to the customer.

An explanation of the customer's use of energy and his problems in connection with its use generally is more effective than the actual testing of the meter. Customer relations may be improved by the judicious use of special inspections and tests on the more important meters in areas that have been subjected to a severe electrical storm, as the prompt replacement of damaged meters and equipment will materially reduce the necessity for adjustments of customer bills.

This procedure will also eliminate or considerably reduce the loss of unmetered energy caused by the meter failures in such areas.

e. Handling of Meters

Careful handling of meters issued from inventory is necessary to not alter the "as left" calibration from Meter Shop. Careful handling is equally important for meters being removed from service to obtain accurate "as found" tests.

**Test Records.**

a. Periodic Test Records

When any meter is tested, the test report is sent to Information Services to be entered in the Meter File. Each record contains the meter number, the date of the test, reading of the meter, unique number, location of the meter and results of the last two tests. This history is preserved for all meters until six months after the meter is retired.

b. Selective Test Records

The test data for each family of meters in Selective Test is retained in lieu of the records required in Paragraph (a) above.

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**211 CHANGE OF OCCUPANCY**

When a consumer elects to terminate service, the Company is to be notified, either by telephone, in writing, or electronically, as to the proposed effective date of such termination. The Company will read the meter on the date service is terminated, and may, at its option, disconnect the service. The meter will be read again by the Company when service is reconnected, or within thirty days after initiating service to a subsequent consumer.

**212 DISCONTINUANCE OF ELECTRIC SERVICE**

Whenever service has been disconnected for any violation, the Company will charge \$ 35.00 for reconnection of service and the consumer must pay or make arrangements for payment of such reconnection charges before service will be reconnected.

**Request by Consumer to Discontinue Service.** A consumer may be required to give up to five days written notice, excluding legal holidays, Saturdays and Sundays, of intention to discontinue service and shall be responsible for all charges for service until the expiration thereof. This provision may be waived by the Company. The provisions of any contract between the Company and any consumer as to notice of discontinuance of service shall supersede this rule.

**213 CONSUMER'S RESPONSIBILITY FOR COMPANY PROPERTY**

The consumer will be responsible for all damage to, or loss of, the Company's property located upon the consumer's premises, unless occasioned by causes beyond the consumer's control. The consumer shall not authorize any one to change, remove, or tamper with the Company's property.

**214 FRAUDULENT USE OF ELECTRICITY**

For the purpose of these Terms and Conditions of Service, the term "Fraudulent Use of Electricity" shall include any unauthorized use of the Company's electric service by the consumer.

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If the consumer (or occupant) tampers with the Company's equipment or receives the benefit of the tampered service, the Company may:

1. Disconnect service
2. Charge a reconnect fee
3. Charge a deposit

Electric service to the consumer will not be resumed until such consumer shall have paid all bills including:

- (a) The charge for the estimated amount of electricity fraudulently consumed;
- (b) The cost of replacement or repair of any damaged meter or associated equipment;
- (c) The cost of installation of protective facilities, or of relocation of the meter, if determined necessary by the Company;
- (d) A reconnection charge of \$35.00;
- (e) The amount of deposit charged; and
- (f) If electric service has been restored by other than Company personnel after having been disconnected initially for one of the reasons stated herein, the consumer shall, in addition to the charges enumerated above, pay a \$ 35.00 charge for each instance where service has been disconnected by Company personnel after such unauthorized restoration of service.

**215 RETURNED CHECK OR OTHER NEGOTIABLE INSTRUMENT**

When a consumer has made payment to the Company with a check or other negotiable instrument which is subsequently dishonored, there shall be a handling charge of \$10.00 in addition to the consumer's bill.

When service has been discontinued as a result of a dishonored negotiable instrument, the consumer must pay the handling charge plus any applicable reconnect charges before service will be reconnected.

**216 OPTIONAL DUE DATE (ODD)**

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This program is available to residential customers who are elderly, handicapped and/or are on low or fixed incomes. ODD allows customers who qualify to extend their due date up to 9 days. This change will allow the due date to fall after the customer receives their monthly check. The customer may be automatically removed from the ODD plan if payment is received after the due date twice in a 12-month period. If the customer is removed due to late payments, they must wait 12 months before becoming eligible for reinstatement to the ODD plan.

## 217 AVERAGE MONTHLY BILLING PAYMENT (AMB) PLAN

### A. Availability and Qualifications

An Average Monthly Billing (AMB) plan is available to any residential customer who meets the following criteria and desires to take service under the conditions specified herein:

1. the current customer must be served under a residential rate for at least six months;
2. must not have a previous balance when the plan is initiated;
3. the current billing is not past due.

When agreeable with Company, the AMB plan can be made available to commercial and industrial customers. Approval for commercial and industrial customers to be enrolled in the plan rests with the Supervisor Credit/Collections.

### B. Billing

The average monthly billing amount is based on the current month's billing and includes the previous AMB balance forward, plus available billing amount history up to 11 months with the total divided by 12 or when less than 12 months billing amount history exists, the total available billing amount history including current months billing is divided by the total number of days available for a daily average, then times the actual number of days of the current bill. This

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amount is rounded to the nearest whole dollar and will be the amount due under the average monthly payment plan.

**C. Termination and Settlement**

The customer may be automatically removed from the AMB plan if payment is received after the due date twice in a 12-month period. A message to this effect will appear on the next electric service bill. If the customer is removed due to late payments, they must wait 12 months before becoming eligible for reinstatement to the AMB plan, unless waived by the Company.

Billing under this plan may be automatically terminated upon discontinuance of service. Any amounts owed for service billed under this plan shall be due as any other final bill for service. Any amounts overpaid for service billed under this plan shall be refunded to the consumer by check.

**D. Plan withdrawal**

When a consumer withdraws from the plan but does not discontinue service with the Company, the consumer will have the option of paying the account balance in full, or if qualified, under a deferred payment agreement. Any refund due to the consumer will be made by billing credit unless the consumer requests otherwise.

**218 OWNERSHIP AND USE OF SMART METER DATA**

All data generated, recorded, stored or transmitted by Smart Meter and supporting technology and infrastructure is, and shall at all times be and remain, the sole and exclusive property of the Company. The Company shall not disclose any personal information that specifically identifies an individual ("Personal Information") to any third parties without the consumer's prior written consent, except that the Company may, without the consumer's prior written consent, share such personal information with third parties that provide shared corporate support services to the Company so long as the Company requires that the third parties agree to treat such Personal Information as confidential. The Company may also disclose, without the consumer's prior written consent, Personal Information pursuant to subpoena, court order, or other applicable statute, rule, or regulation, or as necessary to restore service or to prevent or respond to emergency conditions. Personal Information does not include aggregate information from which any identifying information has been removed. The Company may use and disclose aggregate information without restriction. The Company will, upon request, provide consumers with a statement of the actual consumption of electric energy by the consumer for each billing period during the previous twelve (12) monthly billing periods.

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**219 DISCONNECTION FOR SMART METER RESIDENTIAL AND SMALL COMMERCIAL CUSTOMERS**

Residential and small commercial customers that are taking service where Smart Meter and supporting technology and infrastructure are available, will be provided with a Smart Meter that will, among other things, allow for remote disconnection of service. Under this provision and in these certain "Smart Meter "locations, the Company will no longer leave a written statement at the premises upon a remote disconnection of service, as is normally required by OAC 165:35-21-21(3). This new policy constitutes a variance from OAC 165:35-21-21(3) and was approved by Order No. 568005, issued in Cause No. PUD 200800375. Customers will receive various alternative disconnection notices as listed in Order No. 568005, issued in Cause No. PUD 200800375.

**220 RESIDENTIAL AND SMALL COMMERCIAL CUSTOMER PREPAY BILL PROVISION PILOT**

On a limited basis, residential and small commercial Customers that are taking service where the supporting technology and infrastructure are available may request to participate in the Prepay Bill pilot. Customers are provided with a meter (and other technology) that will disconnect service if the prepaid amount drops to zero. Customers can re-activate electric service by adding funds to their account. The customer's standard rate will apply and will be prorated to a daily basis as required. No reconnect or disconnect fees will apply. Customers under this provision are not required to pay a deposit. Under this provision OG&E will not leave a paper copy of the notice of disconnection at the premise.

**230 REQUEST BY CONSUMERS TO PERFORM WORK ON CONSUMER OWNED FACILITIES**

In the event a Consumer requests the Company to perform outage related unplanned work with respect to a Customer's electric service on equipment or facilities owned by the Consumer and at the sole discretion of the Company, the Company may agree to perform this work. The Company will charge the Consumer the Company's standard cost for all work performed on the Consumer's equipment and/or facilities. It is the Company's intent to keep this work to a minimum and only in events where the Consumer has exhausted all other means to have this unplanned work performed by a third party, the company may agree to perform this work for the Consumer.

**231 FACILITIES RENTAL SERVICE AND AGREEMENT**

FACILITIES RENTAL SERVICE.

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When required by the Consumer, the Company may, at its option, provide and maintain transformers and other facilities which are required by the Consumer beyond the Point of Delivery or which are needed because the Consumer requires unusual facilities due to the nature of their equipment. The Company shall not be required to install facilities if they cannot be economically justified. The charge for this service is based on the agreed installed cost of such facilities. All labor, equipment, and hauling used to perform the installation may be excluded from the facility rental service and billed to the Consumer as separate charge.

Upon mutual agreement between the Company and the Consumer, the Consumer may elect to make either an annual lump sum payment or pay a monthly charge. The lump sum payment or monthly charge shall recover 24% per year (Facility Rental Service Charge) of the agreed installed cost of such facilities. Those customers renting electric facilities from the Company, subsequent to a change in the Facilities Rental Service charge and upon mutual agreement, may continue to receive electrical service under one of the following options: 1) continue the rental facilities by payment based on the revised charge, 2) purchase such facilities from the Company as mutually agreed upon, 3) purchase or lease the facilities from another source, or 4) redesign its operation to receive standard electric service from the Company.

**FACILITIES RENTAL SERVICE AGREEMENT**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ (hereinafter called the Customer) located at \_\_\_\_\_ in \_\_\_\_\_, Oklahoma and Oklahoma Gas and Electric, a corporation, organized and existing under the laws of the State of Oklahoma (hereinafter called the OG&E).

**WITNESSETH**

WHEREAS, the Customer has requested to rent from OG&E certain electric facilities described in the document attached and made a part of this Agreement hereinafter referred to as the "facilities" located at \_\_\_\_\_

used \_\_\_\_\_ for \_\_\_\_\_ the \_\_\_\_\_ purpose \_\_\_\_\_ of \_\_\_\_\_

and,

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WHEREAS, OG&E is willing to rent such facilities upon the terms and conditions specified herein,

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. OG&E will provide, install or otherwise make available, own, operate and maintain the facilities described in this Agreement.
2. The Customer shall pay to OG&E, as consideration for furnishing the facilities, a charge in accordance with the Company's Facilities Rental Service
3. The in-place value of rental facilities will be based upon the agreed replacement cost of the facilities. However, when the in-place value has been previously established in an existing Rental Agreement, the in-place value of this Agreement will be based on that previously determined value, subject to the terms and conditions in Paragraph 6.
4. The in-place value of the facilities is \$ \_\_\_\_\_. The in-place value of this Agreement may change from time to time in accordance with the provisions in Paragraph 6. The rental fee is determined by multiplying the in-place value of the facilities times the Facility Rental Service Charge. The Customer has elected to pay for these facilities in this Agreement by either paying:
  - a. a Monthly Rental Payment of \$ \_\_\_\_\_, or
  - b. a Lump Sum Yearly Rental Fee of \$ \_\_\_\_\_
5. The initial term of this Agreement shall be: \_\_\_\_\_ months/years from the service date and thereafter will continue in effect until terminated by either party upon sixty (60) days written notice. Any addition to existing facilities, as provided in Paragraph 6, may require a new term of \_\_\_\_\_ months/ years based on the changes in the facilities' in-place value.
6. Valuation of changes in facilities shall be as follows:
  - a. When mutually agreed upon, additional facilities may be installed, and the in-place value in Paragraph 4. increased by the installed cost of the additional facilities.
  - b. When mutually agreed upon, a portion of the existing facilities may be removed and the in-place value in Paragraph 4 shall be adjusted to reflect such changes. For Customers paying a

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monthly rental fee, OG&E may require a contribution by the Customer to compensate for the undepreciated portion of the facilities to be removed, less salvage, plus removal costs. This option is available only for Customers paying a monthly rental fee.

c. When requested by the Customer, and when mutually agreed upon, existing facilities may be modified by OG&E. The in-place value in Paragraph 4 will be adjusted in accordance with the procedures stated in 6a and 6b above.

d. When facilities are replaced due to mechanical and/or electrical failure, the in-place value in Paragraph 4. will be increased by the installed cost of the replacement facilities and reduced by the previously established in-place value of the replaced facilities.

e. When facilities are replaced or modified at OG&E option for Customers paying either a monthly rental fee or a lump sum, no change in the in-place value will be made.

f. In those instances, where upon mutual agreement between OG&E and the Customer, when the Customer is transferring from a monthly rental to a lump sum, the in-place valuation of the facilities may be adjusted to reflect the undepreciated value of the facilities.

7. On the termination of this Agreement, and in the event that the Customer fails to make rental payments in a timely fashion, then and in each of those events, at the option of OG&E, the Facilities may be removed as soon as practicable by OG&E.

8. This Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between OG&E and the Customer, made in respect to matters herein contained, and when duly executed, this Agreement constitutes the entire Agreement between the parties hereto.

9. Interest. Should Customer fail to pay all or any part of the Rental Fee/Payment due under this Agreement or any other sum required by Customer to be paid to OG&E, within ten (10) days after the due date thereof, Customer shall pay OG&E interest on such delinquent payment from the expiration of said ten (10) days until paid at the rate of one and one half per cent (1.5 %) per month.

10. Customer's Use of the Rental Property. Customer shall use the Rental Property in a careful and proper manner and shall comply with and conform to all laws, ordinances and regulations which relate in any manner to the possession, use or maintenance of the Rental Property. Upon OG&E's demand, Customer shall prominently affix to the Rental Property labels, plates or other markings supplied by OG&E, stating that the Rental Property is owned by OG&E.

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11. OG&E's Right to Inspect the Rental Property. OG&E shall have the right, during normal business hours, to enter into and upon the premises where the Rental Property is located for the purpose of inspecting the same, observing its use, or to provide needed maintenance.

12. Alterations Prohibited. Customer shall not make any alterations, additions or improvements to the Rental property, without the prior written consent of OG&E. All additions and improvements made to the Rental Property shall belong to and become the property of OG&E upon the expiration of this Agreement.

13. Risk of Loss. Customer hereby assumes and agrees to bear the entire risk of loss and damage to the Rental Property from any cause whatsoever. No loss or damage to the Rental Property or any part thereof shall impair or lessen any of Customer's obligations under this Agreement, which shall continue in full force and effect.

In the event of loss or damage of any kind whatever to the Rental Property, the Customer shall, at OG&E's sole option:

- (i) Pay all expenses and costs to return the Rental Property to good repair, condition and working order; or
- (ii) Pay all expenses and costs to replace the Rental Property with like property in good repair, condition and working order.

14. Surrender of Rental Property. Upon the expiration or termination of the Agreement, with respect to any item of the Rental Property, the Customer shall return the same to OG&E in good repair, condition and working order, ordinary wear and tear excepted.

15. Taxes. Customer shall keep the Rental Property free and clear of all levies, liens and encumbrances of any kind or nature and shall pay all license fees, assessments, charges and taxes (municipal, state and federal) which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession or use of the Rental Property, excluding, however, all taxes on or measured by OG&E's income.

16. Warranties. OG&E MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE RENTAL PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

17. Indemnity. Customer shall indemnify OG&E against, and hold OG&E harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees, arising out of, connected with, or resulting from the use and operation of the Rental Property, including without limitation injuries to persons or property, the

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manufacture, selection, delivery, possession, handling, maintenance, use, operation or return of the Rental Property.

18. Default. If Customer, with regard to any item or items of Rental Property, fails to pay any rent or other amount herein provided within forty-five (45) days after the same is due and payable, or fails to observe, keep or perform any other provision of this Agreement required to be observed, kept or performed by Customer, OG&E shall have the right to exercise any one or more of the following remedies:

- (a) To sue for and recover all rents, and other payments, then accrued or thereafter accruing, or enforce any other provision of this Agreement with respect to any or all items of Rental Property;
- (b) To pursue any other remedy at law or in equity;
- (c) To remove the Rental property from Customer;
- (d) To terminate the Agreement.

Notwithstanding any action which OG&E may take, Customer shall be and remain liable for the full performance of all obligations on the part of the Customer to be performed under this Agreement. All such remedies are cumulative, and may be exercised concurrently or separately.

19. OG&E's Expenses. Customer shall pay OG&E all costs and expenses, including reasonable attorneys' fees, incurred by OG&E in exercising any of its rights or remedies hereunder or in enforcing any of the terms, conditions, or provisions hereof.

20. Prohibition Upon Assignment. Without the prior written consent of OG&E, Customer shall not (a) assign, transfer, or pledge this Agreement, the Rental Property or any part thereof, or any interest therein, or (b) sublet or lend the Rental Property or any part thereof, or permit the Rental Property or any part thereof to be used by anyone other than Customer or Customer's employees. Consent to any of the foregoing prohibited acts may be granted or denied in OG&E sole judgment and applies only in the given instance; and is not consent to any subsequent like act by Customer or any other person.

Subject to the foregoing, this Agreement insures to the benefit of and is binding upon the heirs, legatees, personal representatives, successors and assigns of the parties hereto.

21. Ownership. The Rental Property is, and shall at all times be and remain, the sole and exclusive property of OG&E; and the Customer shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement.

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22. Personal Property. The Rental Property is, and shall at all times be and remain, personal property of OG&E notwithstanding that the Rental Property or any part thereof may be, or hereafter become, in any manner affixed or attached to, or imbedded in, or permanently resting upon, real property or any building thereof, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws or otherwise.

23. Offset. Customer hereby waives any and all existing and future claims, and offsets, against any rent or other payments due hereunder; and agrees to pay the rent and other amounts hereunder regardless of any offset or claim which may be asserted by Customer or on its behalf.

24. Non-Waiver. The failure of OG&E to insist upon or enforce, in any instance, strict performance by the Customer of any of the terms of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such terms or rights on any future occasion.

25. Entire Agreement. This instrument constitutes the entire agreement between OG&E and Customer; and it shall not be amended altered or changed except by written agreement signed by the parties hereto.

26. Notices. Service of all notices under this Agreement shall be sufficient if given personally or mailed to the party involved at its respective address hereinbefore set forth, or at such address as such party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.

27. Time. Time is of the essence of this Lease and each and all of its provisions.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be duly executed in triplicate the day and year first above written.

Charges and Terms Accepted:

Oklahoma Gas and Electric Company

Customer (Print or type name of Organization)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
Signature (Authorized Representative)  
Title: \_\_\_\_\_

\_\_\_\_\_  
(Signature)  
Title: \_\_\_\_\_

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PART III

ELECTRIC SERVICE REGULATIONS

301 AVAILABILITY OF ELECTRIC SERVICE

The type of electric service which will be furnished the consumer will depend on the location, size, and type of load to be served. It is necessary that the consumer obtain from the local office of the Company the phase and voltage of the service that will be furnished before proceeding with the purchase of motors or other equipment. Also, the point of delivery on the premises must be determined before the consumer's wiring installation is made. See also Section 403, Standard Service Extension.

For usual application, the Company renders 60 Hz service from circuits of the following characteristics:

	<u>Nominal System Voltage</u>	<u>Type of System</u>
(A)	120-volts	Single phase, 2-wire
(B)	120/240-volts	Single phase, 3-wire
(C)	208Y/120-volts	Three phase, 4-wire wye
(D)	240/120-volts	Three phase, 4-wire delta
(E)	480Y/277-volts	Three phase, 4-wire wye
(F)	2400-volts	Three phase, 3-wire delta
(G)	4160Y/2400-volts	Three phase, 4-wire wye
(H)	12,470Y/7200-volts	Three phase, 4-wire wye
(I)	24,940/14,400-volts	Three phase, 4-wire wye
(J)	34,500/19,920-volts	Three phase, 4-wire wye

Service as listed in (A) and (B) above is available throughout the Company's system. Service as listed in (C) and (E) above is generally available for commercial and industrial establishments served by underground and overhead distribution systems but is

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not universally available throughout the Company's system. Service as listed in (D) above is not available, for new or modified service without the advance express permission of the Company's engineering department. In all cases of existing, new, or modified service, 300 kVA is the maximum load allowed for (D) service.

The choice between services listed in (F), (G), (H), (I) and (J) above is governed by the primary distribution voltage in use in the locality.

480-volts, three-phase, 3-wire delta with grounded conductor and 832Y/480-volt three-phase, 4-wire wye service are not standard voltages with the Company but a consumer may take service at one of these voltages with the Company's permission.

Consumers and contractors contemplating the purchase and/or installation of any three phase motor or any single phase motor larger than 5 horsepower, or a welder, should obtain from the Company's representative written information relating to the character of service available at the address of such proposed installation.

### 302 MINIMUM SERVICE CONNECTION

No service connection of less than three wires shall be made to a consumer's single phase electric installation consisting of more than two circuits.

### 303 EXCLUSIVE USE OF COMPANY'S ELECTRIC SERVICE

The standard pricing schedules are based on exclusive use of Company's service and, except in cases where the consumer has a contract with the Company for auxiliary, breakdown or supplementary service, no electric service from any other source will be used by the consumer on the same installation in conjunction with the Company's service, either by means of a throwover switch or any other connection. This does not prohibit the installation of emergency generating equipment by hospitals, police, fire and other installations affected with interest of public health and safety or whose service is of such a nature that service interruptions cannot be tolerated provided that such emergency generating equipment does not operate more than two hours per week under non-emergency conditions. The emergency generating equipment is not to be connected or operated in parallel with the Company's system except when such operation is provided for by a special contract.

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Auxiliary, breakdown or supplementary service as furnished by the Company is not to be connected or operated in parallel with a generating plant except when such operation is provided for by a special contract.

**304 RESALE OF THE COMPANY'S ELECTRIC SERVICE**

The consumer will not resell the electricity purchased from the Company unless the tariff under which electric service is rendered specifically provides for such resale. The consumer shall not issue a bill for electricity. If sub-metering equipment has been installed for data-gathering purposes, the distribution of the utility costs should be made part of the rent.

**305 POINT OF DELIVERY OF ELECTRIC SERVICE**

The point of delivery of electric service shall be the point at which the electric supply system of the Company connects to the wiring system of the consumer. In general, it will be the nearest feasible point to the property line.

The consumer shall request the location of the point of delivery which will be designated by authorized employees of the Company, without charge, either before or during construction of the consumer's facilities. This will eliminate possible delay and added cost to the consumer of relocating the point of delivery.

Where a service connection cannot be made or maintained with adequate clearances without being interfered with by trees or other obstructions on the consumer's property, it will be the responsibility of the consumer to provide whatever corrective measures are required.

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306 METERS

**General.** Required installation of this equipment by the consumer shall be in compliance with these Terms and Conditions of Service, and the National Electrical Code as adopted by the Commission. No metering equipment shall be by-passed for any reason, without prior approval of the Company.

**Self Contained Meter Installations.** The Company will furnish a meter base for all meter installations. This meter base is to be installed on the outside surface of the structure - not recessed in a wall so as to comply as tested and listed in accordance with ANSI/UL Standard UL 414. Outdoor meter installations are required for all new building construction or remodeling where the load does not exceed 200 amperes. The meter is to be installed outside the building in the service entrance raceway, service lateral raceway or service entrance cable and on the source side of the service equipment, except where the service voltage is 480Y/277 volts or 480 volts, in which case the meter shall be installed on the load side of the service equipment. Meters may be installed indoors upon prior approval by the Company and the meter base shall be installed by the consumer on the load side of the service equipment.

The consumer may, upon prior approval by the Company, purchase and install meter bases or enclosures which are different from that equipment which is stocked by the Company provided such purchase, installation and maintenance shall be at the expense of the consumer. The current carrying capability of all such equipment must be approved by the Company before its installation, or the Company may decline to provide electric service.

**Instrument Transformer Metering Installations.** In installations where the service voltage is greater than 500 volts line-to-line or where the capacity required is over 200 amperes, metering shall be accomplished by using instrument transformers. The Company shall provide, for installation by the consumer, a cabinet of sufficient size to enclose the instrument transformers. The consumer is to provide and install the secondary wiring raceway between the instrument transformers and the meters. All proposed installations requiring instrument transformers shall be approved by the Company before work is started.

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307 ELECTRIC SERVICE AND POWER QUALITY

**General.** Power quality refers to those characteristics in voltage, current, and frequency, which enable the consumer's equipment to operate at all times. The presence of power disturbances indicates the occurrence of events which may disrupt, degrade, and/or destroy either the consumer's equipment, product, data, or process. Power quality neither begins nor ends at the metering because disturbances originate from both the Company and the consumer, and propagate through the electrical system. The Company adopts the power quality terms and definitions included in the Institute of Electrical and Electronic Engineers (IEEE) Recommended Practice for Powering and Grounding Electronic Equipment -- IEEE Std. 1100-1995.

**Safety.** All electrical wiring and apparatus connected or to be connected to the Company's distribution system shall be installed and maintained at the consumer's expense and in accordance with the requirements of the National Electrical Code© (NEC), as adopted by the Commission in its rules and regulations (165:35-9-1(d)3), and with all requirements prescribed by governmental authority having jurisdiction thereof. In the event of a conflict between the NEC and an applicable municipal code, the latter shall govern.

The Company reserves the right to refuse to connect to any wiring or apparatus which does not meet these requirements. The Company may, without advance notice, refuse service or discontinue service to any consumer when an unsafe condition in wiring or equipment is discovered which results or is likely to result in danger to life or property.

**Capacity.** In the event a consumer desires to add to or increase the size of their electrical equipment, they shall notify the Company sufficiently in advance so that the Company's meter and other service equipment may be enlarged sufficiently to care for the increased load. If the consumer fails to so notify the Company, the consumer may be held responsible for any damage to the meter or other Company equipment, if caused by the increased load.

**Company's Responsibility.** The Company will use reasonable diligence to supply and maintain continuous electric service at the point of delivery to the consumer within the voltage limits specified by applicable rules and regulations of the Commission (see OAC 165:35, Subchapter 17). In addition, the Company will diligently strive to maintain the voltage unbalance on multiphase systems to three percent or lower at the point of delivery under no-load conditions, based on ANSI C84.1-1989.

The Company makes no guarantee regarding the extent, frequency, or duration of partial or complete outages in the electrical service to any consumer, except by special

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contract, when such outages are due to emergency or abnormal conditions. These conditions are described in OAC 165:35, Subchapters 17-2 and 19-3.

Voltage-related complaints made by a consumer will be investigated by the Company and appropriate repairs or corrections will be made to its electrical system, if necessary in order to meet the applicable standard or operating practice.

**Consumer's Responsibility.** The consumer's electrical system, equipment, process, and wiring shall be protected from electrical faults and hazards in conformity to the National Electrical Code© (NEC) and other applicable local codes at the very minimum. Additional protection not required for safety, but necessary for preventing loss of equipment, product, or data due to power disturbances from abnormal conditions (e.g. lightning surges, single-phase outages to multiphase systems, etc.) shall be the responsibility of the consumer.

Equipment requiring voltage characteristics more stringent than those approved in OAC 165:35-17-2 may need power conditioning equipment; if so, such power conditioners shall be installed and maintained at the consumer's expense.

It shall be understood by the consumer that wiring and grounding equipment according to the NEC is a minimum requirement necessary for safety and that it does not guarantee equipment performance. NEC Article 90-1 states that "compliance therewith and proper maintenance will result in an installation essentially free from hazard but not necessarily efficient, convenient, or adequate for good service or future expansion of electrical use." The consumer may need to apply wiring and grounding practices which exceed those required by the NEC, without violating the NEC, in order for some equipment to operate satisfactorily.

**Harmonics and Interference.** A large percentage of the loads connected to the electrical system are electronic and produce harmonics, which are whole multiples of the fundamental power frequency. Both the Company and the consumer shall design their power distribution systems to meet or exceed the recommended harmonic levels, as measured at the point of delivery, in accordance with Std. 519-1995.

Whether the recommended harmonic levels have been exceeded or not, if one consumer operates in such a way so as to cause objectionable interference to the Company, its consumers, or another electric or communications company and its consumers, the Company may take actions as outlined in OAC 165:35-25-3(e). The Company maintains the right to require the offending consumer to bear the cost of any corrective action needed to keep the electric system operating within approved standards and practices as stated elsewhere in its terms and conditions.

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The Company as well as communications companies will meet or exceed applicable standards associated with noise and other forms of interference. All parties involved in the generation or transmission of objectionable noise or interference will work together toward a cost-effective and reasonable solution to the satisfaction of the consumer who is adversely impacted.

**Motors - Allowable Starting Currents.** The following motors may be started across-the-line if the starting current (which is the locked rotor current of the motor at nameplate voltage) does not exceed the limits given below:

<u>Nominal Name Plate Voltage</u>	<u>Phase</u>	<u>Maximum Locked Rotor Current*</u>
120 - volts	Single	50 amperes
208 or 240 - volts	Single	200 amperes
208, 240 or 480 - volts	Three	200 amperes

\*Groups of motors starting simultaneously shall be classed as one motor.

Larger across-the-line starting currents than those stated above may be permitted where the Company's facilities are adequate and the frequency of starts are such that other consumers' service will not be adversely affected. Upon request of the consumer, the Company will make individual studies to determine the maximum allowable starting current for each specific installation and if necessary recommend a motor starting device. When part-winding, wye-delta, auto transformer or resistor type motor starting devices are required, closed transition transfer from the starting to running condition must be used unless an open transition type starter is specifically approved. In the case of thermostatically controlled air conditioning or heat pumping equipment, a time delay device to prevent simultaneous starting of the compressor motor and associated fan motors is an acceptable method for reducing the locked rotor starting currents to acceptable values.

**Abnormal Conditions and Damages.** The Company will not be liable for any damages or losses incurred by a consumer during any service interruptions or other power disturbances that are due to an abnormal or emergency operating condition, unless the evidence shows that the event was caused by the sole negligence of the Company. It is the consumer's responsibility to provide adequate protection from any potential power disturbance which may occur on the entire electrical distribution system.

In order to make repairs to or changes in the Company's facilities for supplying electric service, the Company reserves the right, without incurring any liability therefor,

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OKLAHOMA GAS AND ELECTRIC COMPANY  
P. O. Box 321  
Oklahoma City, Oklahoma 73101

1<sup>st</sup> Revised Sheet No. 133  
Replacing Original Sheet No. 133

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to suspend service without notice to a consumer for such periods as may be reasonably necessary. See also OAC 165:35-19-3 regarding *Interruptions of Service*.

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**PART IV**

**EXTENSION POLICY**

**401 GENERAL**

The Company's Extension Policy governs the extension and furnishing of electric service to its consumers. The Extension Policy shall be considered in conjunction with the provisions of the Company's various pricing schedules and other provisions of these Terms and Conditions of Service. This Extension Policy is articulated in compliance with the Oklahoma Corporation Commission's Electric Utilities Rules, Oklahoma Administrative Code (OAC or Code) 165:35-25-2.

A basic philosophy of the Company is to provide the best possible service and point of delivery of service to the consumer at the most reasonable investment. All applicable alternatives shall be given consideration when applying the extension policy.

Extension of the Company's distribution system to supply permanent service for a residential service will be made in general accordance with OAC 165:35-25-2(a). All other new electric extensions, electric system modifications requested by the consumer, or required electric system modifications caused by the consumer will be considered in accordance with Section 408, Allowable Expenditure Formula.

This supersedes all previously issued directives concerning the extension policy. Non-payment of any charge, prepayment, or rental charge shall be considered a violation of these Terms and Conditions of Service.

**402 RIGHT OF WAY**

The consumer shall, upon request, furnish a written easement for the location of the Company's service facilities upon the consumer's premises.

In the event the consumer is not the owner of the premises occupied, such consumer shall be required to obtain from the property owner or owners the necessary easement for the installation, maintenance and operation of the Company's service facilities on or under said premises.

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In any real estate development wherein the Company is requested or desires to install underground distribution facilities for service to existing and future consumers located therein and the dedicated utility easements are found insufficient for such installation, the owner (developer) shall, upon request, furnish any additional easements therein required for such installation by the Company.

All customers requesting service from the utility shall comply with all easement guidelines as specified under this section. Failure to meet these guidelines shall, at the utility's sole discretion, relieve the utility of any obligation to provide electric service until such time that compliance is met.

The Company's obligation to render service to a consumer is contingent upon the Company's ability to secure the necessary rights of way for its facilities across intervening properties at a cost which in its judgment is reasonable. The consumer shall be required to pay any such right of way costs in excess of that amount which the Company determines to be reasonable.

#### 403 STANDARD SERVICE EXTENSION

The standard electric service extension is one utilizing all poles and overhead conductors from the point of extension from an existing Company overhead electric system to the metering point of service. Provision for underground service is covered in Section No. 405.

#### 404 SERVICE DROPS AND ENTRANCE CONDUCTOR

**Location and Support for Service Drop.** The standard service support at the premises for the service drop shall be furnished by the consumer. The point of attachment for a service drop shall be installed so that the lowest point of the drip loop of the service drop to final grade will be a minimum of ten feet in accordance with the National Electric Code and at a point designated by authorized members of the Company so that the service will meet the minimum clearance requirements of the National Electrical Safety Code as adopted by the Commission in its Rules and Regulations.

In case of a building which is not of sufficient height for the service conductors to be attached so as to meet the minimum clearance requirements of the National Electric Safety Code or the building is of other than wood construction, the consumer shall furnish and maintain an adequate support to which the service drop may be attached.

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**Service Entrance Conductor.** Service entrance conductor raceways are to be terminated on the exterior of the building at a point 6 inches or more above the service drop attachments to prevent the entrance of moisture. The service entrance and the service drop conductor connections are to be made at a point below the level of the rain tight service head.

The consumer's service entrance conductors shall extend not less than 30 inches outside the service head to permit connection to the service drop.

Service entrance conductors shall be carried in approved raceways or approved service entrance cable, and the distance to the service equipment shall be as short as possible.

#### 405 PROVISION FOR UNDERGROUND SERVICE

The Company shall provide underground service when requested by the consumer. The consumer may be required to pay all or some portion of the cost difference between underground (including trenching and backfilling) and overhead if in the Company's determination overhead service is more appropriate. When in the Company's determination underground service is more appropriate, the total cost (including trenching and backfilling) to provide underground service will be considered in accordance with Section 408, Allowable Expenditure Formula.

#### 406 UNDERGROUND SYSTEM REQUIREMENTS

The consumer shall not enclose the transformer location so as to impair ventilation to the transformers or restrict access by the Company personnel for maintenance or replacement of the Company's equipment. Pedestals and other equipment on the ground will similarly not be obstructed by the consumer. Failure to comply may result in the consumer being charged for all costs to return the site to a safe and operational standard.

When pad mounted transformers are to be used, the location shall be selected to protect the transformers from damage by traffic, or the consumer shall provide adequate guards, as approved by the Company.

Detailed plans and specifications for the transformer vault or pad and meter installation are to be submitted to the Company before the work is started in order to assure compliance with Company and regulatory code requirements. Guides for the

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preparation of these plans and specifications will be furnished by the Company to the consumer upon request.

**407 UNDERGROUND DISTRIBUTION SYSTEMS - NETWORK AND COMMERCIAL THROWOVER**

When an indoor installation of transformers or other equipment is required by the consumer, or when the condition of the property is such that an outdoor installation is impractical, the consumer shall furnish upon the property, without cost to the Company, a building, room or vault adequate for the housing of this equipment. This space shall meet the requirements of the National Board of Fire Underwriters and the Company.

Where the service requirements are such that a transformer vault must be installed, the consumer shall extend and terminate the service entrance conductors as approved by the Company inside the vault.

**408 ALLOWABLE EXPENDITURE FORMULA**

The allowable expenditure formula to render electric service shall be provided to the Commission on an annual basis in the form of a letter. This letter shall be sent to the Director of the Public Utility Division of the Commission no later than April 1, of each year.

**409 CONTRACT ELECTRIC SERVICE**

Contract electric service is service rendered under a signed agreement for a pre-determined length of time. At the sole option of the Company, a contract for service may be waived if there is reasonable expectation on the Company's part of being the provider of full requirements service for the consumer for more than 5 years. Contract electric service is provided as outlined below:

- (1) For initial service which can be furnished from distribution lines, the extension shall be first considered in accordance with Section No. 401, General, and the provisions included in Section No. 205, Single Phase and Three Phase Service to Consumers Served Under Residential Pricing Schedules and Section No. 207, Single Phase and Three Phase Service to Consumers Served Under Commercial Pricing Schedules.

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- (2) Three phase service for small commercial loads shall be handled as provided under Section No. 207, Single Phase and Three Phase Service to Consumers Served Under Commercial Pricing Schedules and in (3) below.
- (3) In the case of all other extensions (including extensions of three phase service for urban residential and non-urban loads), and, in the case of extensions considered under (1) above where a larger allowable expenditure may be justified by the allowable expenditure formula.

**Unjustified Expenditure.** In those cases where the Cost of Extension, as calculated above, is more than the Allowable Expenditure, the Company at its option shall require one of the following:

- (1) The consumer to prepay, or guarantee prepayment of, the entire excess before making the extension.
- (2) The Company will make the total extension and maintain same at its own expense, and will bill the consumer each month an amount equivalent to 1-1/2% of that portion of the total cost of extension in excess of the Allowable Expenditure.
- (3) Establish a minimum monthly bill.

In all cases the consumer must take service under a signed contract of at least three years duration.

Exception – For seasonal service involving complete discontinuance for a portion of a year, the consumer shall have the option of paying 12 months' rental annually in advance or of being considered as indeterminate service under the provisions of Section No. 410 below.

If it is later found that the revenue from service rendered, taking into consideration any other revenues from additional consumers and investments necessary to serve such additional consumers, would justify a higher expenditure on the part of the Company, the consumer shall receive an appropriate adjustment of future rental charges. Small monthly rental charges may be waived by the Company.

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#### 410 INDETERMINATE ELECTRIC SERVICE

Indeterminate Electric Service is service where the indications are that its use in the location will be for an indeterminate period of time or if the consumer is not under contract or waiver of contract by the Company for electric service. Extensions for this type service shall be considered under the following policies.

**Unjustified Expenditure.** The Cost of Extension and the Allowable Expenditure, as defined in Section No. 408 above, shall be compared, and the unjustified portion of the expenditure shall be compensated as calculated in Section 409 above.

If it is found, at the end of the first 12 months' period or any time thereafter, that the revenue from service rendered, taking into consideration any other revenues from additional consumers, would justify a higher expenditure on the part of the Company, the consumer shall receive an appropriate revision of rental charges or a minimum monthly bill. Small monthly rental charges may be waived by the Company.

**Installation and Removal Charge.** The Company may require from the consumer a payment of the estimated cost of installing and removing the facilities, plus the estimated costs of materials to be used which will be unsalvageable after removal of the installation. At the option of the Company, the payment may be waived and a guarantee accepted in lieu thereof. In addition, at the option of the Company, a portion of or all of the payment may be waived or refunded based on the revenue from service rendered.

#### 411 PERFORMANCE GUARANTY AGREEMENT

The Company may require the Consumer to enter into a Performance Guaranty Agreement as a result of Consumer's request for new electric service or modifications to existing electric service. The purpose of this performance guaranty agreement is to ensure the Company recovers its investment for infrastructure additions and/or improvements when the consumers projected load does not materialize and it is unlikely that the facilities would be required by another consumer within five years of the system expansion.

See attached Performance Guaranty Agreement.

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**PERFORMANCE GUARANTY AGREEMENT**

This Performance Guaranty Agreement ("Agreement"), made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, is by and between \_\_\_\_\_ (type of entity, address) (hereinafter the "Applicant") and Oklahoma , Gas and Electric Company, a corporation organized and existing under the laws of the State of Oklahoma, located at 321 North Harvey Avenue, Oklahoma City, Oklahoma 73012 (hereinafter the "Company").

**WITNESSETH:**

**Whereas**, in connection with the property located at \_\_\_\_\_, in \_\_\_\_\_, Oklahoma (the "Premises"), Applicant has requested that Company install electric infrastructure in order to provide indeterminate electric service to the Premises; and

**Whereas**, Applicant's estimate of the electric power needs of the Premises will require an expansion of Company's present electric system and, due to their nature, location, voltage, or other characteristics, the requested facilities are not likely to be required by other customers within five years following the requested date for the proposed system expansion; and

**Whereas**, because of the uncertainty that Company will fully recover its investment in such infrastructure expansion in the event Applicant's projected load not materialize and the need to avoid placing the burden for those costs on Company's other customers; and

**Whereas**, Applicant is willing to provide assurance that Company will recover its investment in the expansion of Company's electric system based on Applicant's projections in the event that sufficient revenue from service to the Premises is not realized;

**Now, Therefore**, in recognition of the foregoing premises and in consideration of the covenants and promises set forth herein below, Company and Applicant do hereby agree as follows:

**ARTICLE I - DEFINITIONS**

1.01 "Base Revenue" is the portion of electric revenue received by Company during the Performance Guaranty Period for electric service to the Premises consisting only of applicable base demand charges, base non-fuel energy charges, and facilities rental charges, if applicable.

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Base Revenue excludes, without limitation, capacity payment, customer, conservation, environmental, and fuel charges, franchise fees, and taxes.

1.02 "Performance Guaranty Period" is the period of time commencing with the day on which the requested level of service is installed and available to Customer, as determined by Company, ("In-Service Date"), and ending on the third anniversary of the In-Service Date ("Expiration Date").

**ARTICLE II - PERFORMANCE GUARANTY AMOUNT**

2.01 The amount of the Performance Guaranty is the total cost of facilities to be installed to serve the Premises, as estimated by Company, less the amount of Contribution In Aid of Construction ("CIAC"), if any, paid by the Applicant pursuant to Company's General Rules and Regulations for Electric Service.

	\$ _____	Estimated total cost of facilities to be installed to serve the Premises
Minus	\$ _____	CIAC paid by Applicant
=	\$ _____	Total cost, less CIAC paid by Applicant
Times	1.46	Present value factor
=	\$ _____	Performance Guaranty

The Applicant shall provide the above-specified Performance Guaranty to Company prior to Company installing the facilities to ensure that the Base Revenue justifies Company's investment.

2.02 This Agreement does not apply in lieu of CIAC. Nothing in this Agreement shall be construed as prohibiting Company from collecting from Applicant a CIAC for electric service, where otherwise applicable.

2.03 The facilities to be installed to serve the Premises, together with their estimated costs, are shown on Exhibit A of this Agreement.

**ARTICLE III - PAYMENT AND REFUND**

3.01 At Applicant's option, the Performance Guaranty may be posted with Company in cash, or may be secured either by a surety bond or irrevocable bank letter of credit in a form acceptable to Company. At the end of Performance Guaranty Period, or upon termination of service by Applicant, whichever is earlier, if the Base Revenue is less than the Performance Guaranty, Applicant shall pay to Company an amount equal to the Performance Guaranty, less the amount of Base Revenue.

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**3.02** If, during the Performance Guaranty Period, Base Revenue equals or exceeds the Performance Guaranty and Applicant secured the Performance Guaranty through a surety bond, or irrevocable letter of credit, such bond or letter of credit shall be released or cancelled, or the amount secured by such instrument shall be reduced by the amount of the Performance Guaranty, as applicable.

**3.03** If the Applicant elects to post the Performance Guaranty in cash, the Company agrees on an annual basis to reduce the Performance Guaranty cash balance by the amount of the previous year's Base Revenue charges until such time the Performance Guaranty cash balance is depleted.

**3.04** In the event that Company's construction of facilities shown on Exhibit A commences but is not completed due to a change in Applicant's plans or other circumstances related to the Premises that are not within Company's control, or if twelve months following the effective date of this Agreement, the Company has been unable to complete the requested installation and provide an In-Service Date due to changes or delays in Applicant's schedule or plans, the Company shall be immediately entitled to an amount of the Performance Guaranty equal to Company's construction expenditures incurred in connection with this Agreement. Thereafter, Company may elect to terminate this Agreement and the balance, if any, of the Performance Guaranty will be refunded if Applicant posted a cash Performance Guaranty.

**ARTICLE IV – TERM OF AGREEMENT**

The term of this Agreement shall commence on the date first above written and end on the Expiration Date, or on the date Base Revenue equals the Performance Guaranty, whichever is earlier, unless terminated earlier pursuant to Section 3.04.

**ARTICLE V - FINAL SETTLEMENT**

Upon the termination or expiration of this Agreement, any portion of the Performance Guaranty not previously refunded or otherwise eligible for refund under the terms of this Agreement shall be retained by Company, and any remaining balance of the Performance Guaranty that is subject to a letter of credit or surety bond shall become immediately due and payable.

**ARTICLE VI - TITLE AND OWNERSHIP**

Title to and complete ownership and control over the above-referenced expansion shall at all times remain with Company and Company shall have the right to use the same for the purpose of serving other customers.

**ARTICLE VII - ENTIRE AGREEMENT**

This Agreement supersedes all previous agreements, or representations, whether written or oral, between Company and Applicant, made with respect to the matters herein contained, and when duly executed constitutes the entire agreement between the parties hereto.

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OKLAHOMA GAS AND ELECTRIC COMPANY  
P. O. Box 321  
Oklahoma City, Oklahoma 73101

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Replacing Sheet No. \_\_\_\_\_

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**ARTICLE VIII - HEIRS, SUCCESSORS AND ASSIGNS**

This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto, but Applicant shall not assign this Agreement without first having obtained the written consent of Company, such consent not to be unreasonably withheld.

In Witness Whereof, Applicant and Company hereby have caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted by:

\_\_\_\_\_  
Applicant (Print/Type Name of Organization)

By: \_\_\_\_\_  
Signature (Authorized Representative)

By: \_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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