

<u>Original</u>	Sheet No. <u>100</u>
Replacing _____	Sheet No. ____
<u>OKLAHOMA GAS AND ELECTRIC COMPANY</u>	
Name of Company	
Kind of Service: <u>Electric</u>	Class of Service: <u>All</u>
Part II. Rate Schedule No. <u>GI</u>	
Title: <u>General Information</u>	

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101. PURPOSE OF TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions of Service 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 customers receiving electric service 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 rate schedules which from time to time may be lawfully established.

103. MODIFICATIONS 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.

104. EXEMPTION STATUS

The Company has an exemption from GSR 5.08 as a result of an order issued by the Commission in Docket No. 06-113-U relating to estimating consumption for billing purposes.

105. RESERVED FOR FUTURE USE

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201. **DEFINITIONS**

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

“Company” means the OKLAHOMA GAS AND ELECTRIC COMPANY.

“Dwelling unit” is any living unit, containing kitchen appliances and facilities, used for residential dwelling, either continuously or part time. A weekend cabin or mobile home is a dwelling unit. An individual room in a hotel or motel is not a dwelling unit.

“Electricity” means electric power and energy produced, transmitted, distributed or furnished by the Company.

“Legal holiday(s)” means those days declared to be legal holidays by the Chief Executive of the State of Arkansas.

“Meter” means any device or devices used to measure or register electric power and energy.

“Premises” means any piece of land or real estate, or any building or other structure or portion thereof or any facility where electric service is furnished to a customer.

“Auxiliary, break down or supplementary service” is that electric service supplied by the Company which is used to supplement the electric service which the customer secures from another source, or which is available in the event of failure of the electric service which the customer normally secures from another source, or which in effect serves to relieve, sustain or reinforce the effective operation of the customer’s generating plan 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.

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“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 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.

“Developer” is any person, partnership, association, corporation or governmental agency that owns or promotes the subdivision.

“Distribution System” means electric and communication service facilities consisting of primary cables, transformers, secondary cables and necessary accessories and appurtenances for the furnishing of communication service and electric customers.

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202. APPLICATION FOR ELECTRIC SERVICE

Each customer, 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 customer 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 single application for service cannot be made to apply to different locations, nor to cover more than one point of delivery at the same location to be used by the same customer, unless the Company determines that the physical or electrical characteristics of the facility served requires more than one point of delivery according to good engineering and operating practice.

Each application for electric service shall be made in the true name of the customer desiring the service, or using the service.

The contract is not transferable by the customer. A customer no longer desiring service at a premise must notify the Company of his/her intent to discontinue service in order to avoid liability for payment for subsequent service at such location. When there is a new occupant of the premises or a change in responsibility for payment of bills a new application for electric service must be made before service is begun.

The Company may require a contract for an extended period of time when a customer's requirements for power or energy are unusually large, or necessitate considerable special or reserve equipment; and, in such cases may require payment by the customer of such charges and amounts as may be necessary to justify the investment of the Company.

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203. APPLICATION OF RATES

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

The Company, at any time upon request, will assist any customer in determining which of the available rates would be applicable to the existing or anticipated electric service requirements as defined by the customer.

The Company's standard rate schedules state the term or period of time for which each is established. A customer having selected a rate may not change to another rate during the applicable term, except under the applicable provisions of the tariffs.

204. EXTENSION OF CUSTOMER'S WIRING SYSTEM

For the purpose of obtaining a lower rate by receiving electric service through one meter, the customer will not be permitted to extend or connect his/her 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 approved by the Commission.

205. CONTINUITY AND QUALITY OF ELECTRIC SERVICE

The Company will use reasonable diligence to supply continuous electric service at the point of delivery to the customer within the voltage limits specified by applicable rules and regulations of the Commission. It shall be the responsibility of the customer to install and maintain protective devices, which will protect the customer's equipment or process during abnormal service conditions or the failure of part or all the electric service. The provisions of the National Electrical Code as adopted by the Commission in its rules shall be considered as the minimum acceptable standard for protection of wiring and/or equipment of the customer. In no event will the Company be liable for any damages to a customer if the customer's equipment or process is not protected in conformity with such minimum code requirements.

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Also, in case the supply of service shall be interrupted or irregular or abnormal or defective or fail from causes beyond its control or through ordinary negligence of employees, servants, or agents the Company will not be liable therefore.

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, to interrupt service to a customer for such periods as may be reasonably necessary. The Company will notify affected customers and schedule the interruption in accordance with Rule 8.04. of the Commission's General Service Rules ("GSR").

206. SINGLE PHASE AND THREE PHASE SERVICE TO CUSTOMERS SERVED UNDER RESIDENTIAL RATE SCHEDULES

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

Single phase service is standard for residential customers and shall be supplied without any payment (except as provided in the Company's Standard Extension Policy, Part IV hereof) other than the regular billing provided for in the applicable rate schedule. Motors connected to this single phase service shall be subject to the provisions of Section No. 310.

If a residential customer requires three phase service for a motor or-motors with individual capacity of more than 3 horsepower each, the Company's Standard Extension Policy (Part IV hereof) shall apply. All three phase motors connected by the customer shall be subject to the provisions of Section No. 310.

When three phase secondary service is available at or near the location for residential customers, 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 Standard Extension Policy (Part IV hereof).

The customer shall arrange his/her wiring so that all single phase and three phase service will be taken through one meter.

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207. **METHOD OF SUPPLYING ELECTRIC SERVICE**

A. Mobile Home Park

Electric service shall be provided by the Company through an individual meter to each space within a mobile home park. The billing for each space shall be under a Residential Rate Schedule.

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.

Standard extension policies, which apply to residential customers, shall be applicable to mobile home spaces.

B. Multiple Dwelling Units or Apartment Complexes

Electric service shall be provided by the Company to multiple dwelling units, apartment complexes or similar residential units through an individual meter for each dwelling unit. The billing for each dwelling unit shall be under a Residential Rate Schedule.

Where an individual meter for each dwelling unit is not deemed feasible, application must be made to the Commission for a different type of service, which, if approved, will be treated as a special contract.

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207.30 PROVISIONS FOR LANDLORDS AND TENANTS

Account Identification

The Company has established the following procedures for identifying accounts where utility service is provided at an address different from the mailing address of the bill:

- A. When application is made for service, Company personnel must be advised by the landlord that the account qualifies under the landlord/tenant provisions as described by General Service Rule 6.19.A.
- B. The provisions are included in the “Customer’s Guide to OG&E” which is provided to each new customer. To apply, the customer must contact the Company.

208. SINGLE PHASE AND THREE PHASE SERVICE TO CUSTOMERS SERVED UNDER COMMERCIAL RATE SCHEDULES

Customers served under Commercial Rate Schedules shall be furnished either single phase or three phase service as required by the customer, subject to the following provisions:

Single phase service shall be available for single phase motors, subject to the provisions of Section No. 310.

Three phase service shall be available for three phase motors with total capacity of 5 horsepower or more. However, if a Commercial customer requires three phase service for motors with a total capacity of less than 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 Standard Extension Policy (Part IV hereof).

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The taking of a single phase or three phase service shall be subject to the provisions of Section No. 310 and of the Company's Standard Extension Policy (Part IV hereof).

When three phase service is furnished, the customer shall so arrange his/her wiring so that all single phase and three phase service can be taken through one meter.

209. ACCESS BY COMPANY AUTHORIZED AGENTS TO CUSTOMER'S PREMISES

The customer shall give authorized agents of the Company permission to enter the customer's premises at all reasonable times for any purpose incidental to the supplying of electric service, including tree trimming and tree removal. Refusal on the part of the customer to provide reasonable access for the above purposes shall be deemed to be sufficient cause for suspension of service in accordance with GSR 6.01.I, 6.04.A., and 6.09. All authorized agents requiring access to the premises of a customer shall be furnished with a badge or a means of identification.

210. BILLING FOR ELECTRIC SERVICE

The Company's electric meters shall normally be read at approximately monthly or bimonthly intervals and bills for electric service normally submitted at monthly intervals. The Company may read meters at bimonthly intervals and submit monthly bills, every other one of which may be estimated in accordance with the Company's estimation method on file with the Commission and approved in Docket No. 06-113-U. This method uses consumption data from the prior year if the customer has been at the location 13 consecutive months; otherwise the consumption from the previous billing period is used. In both cases the Company uses a weighting methodology, historical trend data, number of days in the billing period, and the appropriate previous period's usage for the customer to arrive at the estimated bill.

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Whenever it is not possible with reasonable diligence to read a meter for a billing period, the Company may submit an estimated bill, the amount of such estimated bill to be subsequently adjusted as necessary when the next actual reading is obtained.

Whenever the Company is called upon to furnish two or more metering installations for one customer, 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 rule may be waived.

Bills shall be due and payable on the date stated thereon, which shall not be earlier than 14 days after the date of mailing. All bills shall be paid at or mailed to an office of the Company or a Company authorized collection agency.

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 customer from liability for payment for service.

211. TESTING OF METERS UPON REQUEST OF THE CUSTOMER

The Company will test the accuracy of any customer's meter in accordance with GSR 5.18. and Rules 7.05., 7.06., and 7.07. of the Commission's Special Rules – Electric.

212. ADJUSTMENT OF BILLS

If a meter is found not to register or to register intermittently or if the results of meter test show the average error to be outside the accuracy requirements of Rule 7.05. of the Commission's Special Rules – Electric, the Company will adjust the bill in accordance with GSR 5.19.

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213. CHANGE OF OCCUPANCY/STOPPING SERVICE

In accordance with GSR 6.20., when a customer elects to stop service, the Company is to be given 5 days notice, either by telephone, writing, or electronically, as to the proposed effective date of stopping service. The Company will read the meter on the date service is stopped, 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 customer. Leaving the service connected to vacant premises does not constitute consent by the Company for the new occupant of such premises to use the service without making proper application for said service.

214. DELINQUENT BILLS FOR ELECTRIC SERVICE

All bills for electric service become delinquent after the due date on the bill. The Company may suspend service after giving written notice to the customer in accordance with GSR 6.04.

214.10 EXTENDED ABSENCE PAYMENT PLAN

The following options are available to customers to avoid suspension of service during extended absences:

- (a) Bills coming due during the customer’s absence may be paid in advance based on estimates in accordance with General Information Section 210;
- (b) the customer will be given the opportunity to enroll in the Company’s Automatic Payment Withdrawal Plan whereby the monthly service bill will be paid automatically through the customer’s checking or savings account;
- (c) the customer can arrange to have bills coming due during the period of the absence mailed to an alternate address or third party during the absence; and;
- (d) the customer can utilize OGE.com to sign up for on-line billing and have 24 hour access to view bills and make payments online.

The customer must notify the Company in order to take advantage of any of these extended absence payment plans.

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214.20 EXTENDED DUE DATE POLICY

The Extended Due Date Plan is available to qualifying residential customers and is intended to enable the Company to change a customer’s bill payment due date, at the customer’s request, to coincide with or follow the customer’s receipt of income as listed below. Customers who qualify under this plan and pay by the new date will not be considered late on their bill payment.

Customers whose income checks from any of the sources listed below which are not normally received by the regular bill due date are eligible to apply for an extended due date. Qualifying income sources are as follows:

- (a) Persons receiving Aid to Families with Dependent Children (AFDC), or Aid to the Aged, Blind and Disabled (AABD);
- (b) persons receiving Supplemental Security Income; or
- (c) persons whose primary source of income is Social Security or Veterans Administration disability or retirement benefits.

Customers may become plan participants upon application to the Company. Verification of income being received by the customer may be required.

If the check receipt date occurs beyond the time span of the billing date and bill due date, the original due date may be extended up to a maximum of 9 calendar days.

If the customer does not pay bills by the close of business on the extended due date 2 times in a row or any 3 times in the last 12 months, the Company will remove the customer from the plan. The Company will notify the customer in writing when the customer has been removed from the plan for late payment.

215. CUSTOMER’S RESPONSIBILITY FOR COMPANY PROPERTY

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

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216. TAMPERING WITH THE COMPANY’S MEASURING EQUIPMENT OR OTHER PROPERTY

No regulating or measuring equipment, or other property or equipment owned by the Company, wherever situated, whether upon customer’s premises or elsewhere, shall be tampered with or interfered with, either for the purpose of adjustment or otherwise.

Official responsibility under authority of a municipal government shall not constitute an exception to this rule.

217. UNAUTHORIZED USE OF ELECTRICITY

If it has been shown to the satisfaction of the Company that a customer or applicant for service had no connection with, or knowledge of unauthorized use of electricity or tampering, electric service may be resumed after the condition causing or permitting the unauthorized usage has been corrected and the customer or applicant for service has paid for any unmetered service received.

218. PROVIDING CLEARANCE FOR HOUSE AND EQUIPMENT MOVING

When a house, structure or equipment is to be moved upon, across or over roadways, or along a way over which electric wires are strung, advance notice in writing must be made to the Company of the dimensions of the object, the time to be moved and the precise route over which to be moved. Payment shall be made in advance to the Company of the cost of providing clearance of wires. In no case shall anyone other than authorized employees of the Company remove, cut, raise or handle any wires in connection with the moving and providing of clearance.

219. LEVELIZED BILLING PLAN

A. Availability and Qualifications

The plan, known as the Levelized Billing Plan, is available to any customer who meets the following criteria and desires to take service under the conditions specified herein:

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1. Must be a year-round customer served under a residential or general service rate;
2. Must not have a past-due balance when the plan is initiated (exceptions may be made with management approval);
3. If terminated from levelized billing, must wait 12 months before being reinstated to the plan (exceptions may be made with management approval).

At the sole option of the Company, the plan may be offered to other than residential and general service consumers under special circumstances.

B. Billing

The levelized monthly billing amount is based on the current month's billing and all available billing history from 0 days up to 369 days and includes any balance due; with the summation being divided by 12. Should the available billing history days, including the current month's billing days, exceed 369; the oldest billing amount is dropped and any balance due is added to the remaining billing with the summation being divided by 12. If billing history days including the current month's billing days are less than 330, the levelized monthly billing amount is based on the average number of days per month (30.43), times the available billing history including current months billing and any balance due with the summation being divided by the total number of days in the total available billing history period. The levelized amount is rounded to the nearest whole dollar and will be the amount due under the Levelized Billing Plan.

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C. Termination and Settlement

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 customer by check.

The customer will be automatically removed from the Levelized Billing Plan if full levelized payment is not received by the day of the next invoice for a second time in a 12-month period. After the second late payment occurrence, a message to this effect will appear on their current electric service bill. If the customer is removed due to late payments, they must wait 12 months before becoming eligible for reinstatement to the Levelized Billing Plan.

D. Plan withdrawal

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

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220. RESIDENTIAL CUSTOMER PREPAY BILL PROVISION ("PayGo")

Eligibility:

Where the supporting technology and infrastructure is available, Residential customers may participate in the PayGo bill pay program. This plan is not available to landlord-tenant situations where the landlord is responsible for the bill. Customers residing at duplexes or apartment houses that are served under one meter are excluded from participating in the PayGo Bill program. Customers choosing to participate in the Prepay bill pay program are excluded from subscribing to the Net Metering Rate. Customers will not have the option of the Levelized Billing Plan.

Where applicable the following Program Terms supersede all other Terms and Conditions in Schedules GI and CRCA. **Program Terms:**

1. PayGo customers will not be assessed Reconnection fees.
2. Security deposits will not be required.
3. The customer's standard rates will apply prorated to a daily basis when necessary.
4. A customer with an outstanding balance may enroll in PayGo by paying 50% of his outstanding balance. Thereafter, any payments made on the customer's PayGo account shall be applied 20% to the outstanding balance and 80% toward current electric service.
5. To enroll in PayGo a customer must establish an initial account balance of \$25.00.
6. Zero or negative balance will result in an automatic disconnection. Disconnects scheduled to occur during weather moratoriums, after 5 p.m. on weekdays, on Saturday or Sunday will not be disconnected and instead rescheduled for the next business day. Customers will not be disconnected on Company-observed holidays.
7. Customers can re-activate electric service by adding funds to their account.

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8. OG&E shall notify a customer via his selected notification method prior to disconnection. Customers have the option to select a preferred manner of notification and at what balance level notifications shall occur, but in any event, a customer will receive notification when his account reaches a minimum threshold amount of \$20.00.
9. Customers wishing to postpone suspension due to a Medical Need for Utility Service may request to do so. If, as a result of this request, the customer is granted a suspension postponement, and after the suspension postponement the customer is delinquent, the customer will be disconnected unless payment is received. Any payment received after a suspension postponement will be credited 20% to the delinquent balance and 80% towards current electric service.
10. No late fee charges shall apply to customers enrolled in PayGo.
11. Under this provision OG&E will not leave a paper copy of the notice of disconnection at the premise.
12. The following GSR provisions shall not apply to service provided pursuant to PayGo: GSR 6.01, 6.04 through 6.09, 6.11 through 6.14, 6.16, and 6.18.
13. PayGo customers shall have the same ability to make payments twenty-four (24) hours per day as they would under Standard billing including but not limited to: over the phone, online, and via third party kiosks.
14. Customers may exit at any time with no exit fee. Upon exit the standard terms and conditions will then apply including the following provisions:
 - i. Any credit balance on the customer's account shall be credited against the customer's next month's bill. If the customer is leaving the OG&E system, the refund shall be sent to the customer within thirty (30) days.
 - ii. If the customer has an arrearage balance and is eligible for a Delayed Payment Agreement then a new Delayed Payment Agreement to assist the customer will be implemented upon request.
 - iii. Customers who wish to switch from PayGo to standard post-pay billing will be permitted to do so regardless of whether or not the customer has paid his remaining arrearage balance.

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221. REQUEST BY CUSTOMER TO PERFORM WORK ON CUSTOMER OWNED FACILITES

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.

222. FACILITIES RENTAL SERVICE AND AGREEMENT

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.

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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 _____

_____ and used _____ for _____ the _____ purpose _____ of _____

and,

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

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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 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

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- 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.

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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 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.

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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.

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.

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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)

(Signature)

Title: _____

Title: _____

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301. CUSTOMER'S WIRING: NATIONAL ELECTRICAL CODE

All electrical wiring and apparatus connected or to be connected to the Company's distribution system shall be at the customer's expense and shall be installed and maintained in accordance with the requirements of the National Electrical Code, as adopted by the Commission in its rules and with all requirements prescribed by governmental authority having jurisdiction thereof. In the event of a conflict between the National Electrical Code 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 and the Company may, without advance notice, suspend service to any customer when a defective condition of wiring or equipment upon the premises of the customer is discovered in accordance with GSR 6.01.R. and 6.04.B.

In the event a customer desires to add to or increase the size of his/her electrical equipment, he/she shall notify the Company sufficiently in advance so that its meter and other equipment may be enlarged sufficiently to care for the increased load. If the customer fails to so notify the Company, the customer may be held responsible for any damage to the meter or other equipment of the Company caused by such increased load.

302. AVAILABILITY OF ELECTRIC SERVICE

The type of electric service that will be furnished to customer will depend on the location, size, and type of load to be served. It is necessary that the customer 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 customer's wiring installation is made.

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303. NOMINAL ELECTRIC VOLTAGE

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/120-Volts	Three phase, 4-wire wye
(F) 4160Y/277-Volts	Three phase, 4-wire wye
(G) 12,470Y/2400-Volts	Three phase, 4-wire wye
(H) 34,500Y/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 not universally available throughout the Company's system. Service as listed in (D) above applies only to the expansion of existing services, and is not universally available, especially for loads above 300-kVA, or where the consumer expects his/her load to increase in the future above 300-kVA.

The choice between services listed in (F), (G) and (H) 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 customer may take service at one of these voltages with the Company's permission.

Customers 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.

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304. VOLTAGE VERIFICATION

It is the Company's policy to have continual voltage recording equipment on all of its distribution substations for the purpose of evaluating customer service.

305. MINIMUM SERVICE CONNECTION

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

306. EXCLUSIVE USE OF COMPANY'S ELECTRIC SERVICE

The standard rate schedules are based on exclusive use of the Company's service and, except in cases where the customer has a contract with the Company for auxiliary, breakdown or supplementary service, no electric service from any other source will be used by the customer 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.

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.

307. RESALE OF THE COMPANY'S ELECTRIC SERVICE

The customer will not resell the electricity purchased from the Company unless the tariff under which electric service is rendered specifically provides for such resale.

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308. 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 customer. In general, it will be the nearest feasible point of the property line. For overhead construction, the point of delivery is the point where the Company's overhead service drop connects to the customer's service entrance conductors. For underground construction, the point of delivery is that point where the Company's service lateral connects to the customer's service entrance conductors, usually the metering point, and shall be a point outside the building or at the first point of connecting inside the building most convenient for connections to the Company's facilities.

The customer 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 customer's facilities. This will eliminate possible delay and added cost to the customer 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 customer's property, it will be the responsibility of the customer to provide whatever corrective measures are required.

309. METERS

A. General

All meters shall be furnished, installed and maintained by the Company. All meter bases, enclosures and other associated equipment shall be furnished and maintained by the Company and remain its property. Required installation of this equipment by the customer 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.

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B. Metering Testing Program

New Meters

To ensure that new meters conform to the accuracy requirements of SR-E 7.05 -B., before installation by the utility, new meters will be inspected and tested on a sampling basis conforming to ANSI C12.1-1982, Section 8.1.5.

In-Service Meters

To ensure that in-service meters conform to the requirements of SR-E 7.08.B., periodic interval ANSI C12.1-1982, Section 8.1.8.4. and Section 8.2.3.1. testing is used on all three phase meters, and Statistical sampling ANSI C12.1-1982, Section 8.1.8.6. is used on all single phase meters.

C. Self-Contained Meter Installations

The Company will furnish a meter base for all meter installations. Outdoor meter installations are required for all new building construction or remodeling where the load does not exceed 200 Amperes (320 Amperes, single phase, 120/240 Volts). 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. Where the service voltage is 480Y/277 Volts or 480 Volts three phase, the Company will furnish a self-contained meter cabinet which includes a disconnect device. The meter cabinet will be installed by the customer on the source side of the service equipment.

Meters may be installed indoors upon prior approval by the Company. When the meters are to be installed inside building and where the load does not exceed 200 Amperes, the Company will furnish a self-contained meter cabinet which includes a disconnect device. The meter cabinet will be installed by the customer on the source side of the service equipment.

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D. 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, (320 Amperes, single phase, 120/240 Volts), metering shall be accomplished by using instrument transformers. The Company shall provide, for installation by the customer, a cabinet of sufficient size to enclose the instrument transformers.

The customer 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.

310. **EQUIPMENT WHICH ADVERSELY AFFECTS ELECTRIC SERVICE**

A. General

Many types of electric equipment adversely affects the quality of electric service. Close consultation by the customer with the Company will be required before such equipment is connected, or when it is necessary to remedy an unsatisfactory condition on the Company's system.

B. 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 name plate voltage) does not exceed the limits given below:

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

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*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 customer's service will not be adversely affected. Upon request of the customer, 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.

C. Intermittent Electric Loads

Electric equipment such as spot and arc welding machines, X-ray machines, arc furnaces, elevators, dredges, locomotives, shovels, feed grinders, etc., whose use of electricity is intermittent and subject to violent fluctuations may be served with other electrical loads or by a transformer dedicated solely to that equipment and served as a separate account. Except for individual transformer type arc welders whose rated primary input current does not exceed 15 Amperes at 120-Volt operation or 30 Amperes at 240-Volt operation (38 Amperes if consumer is served by an individual transformer), all customers contemplating the installation of such equipment must make specific prior arrangements with the Company.

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D. Voltage and Wave Form Sensitive Equipment

Customers contemplating the installation of electric equipment such as computers, communication equipment, electronic control devices, etc., whose performance may be adversely affected by voltage fluctuations and distorted 60 Hz. wave forms must make specific prior arrangements with the Company.

E. Interference Producing Equipment

Customers found to be operating electric equipment that produces frequencies that result in interference or generate distorted wave forms into the 60 Hz. electric supply system, which adversely affects the operations of other customers' electric equipment will be required to consult with the Company to eliminate the cause of the interference.

F. Equipment Necessary to Limit Adverse Effect

If it is determined by the Company that remedial action is required to correct an adverse edict produced by a customer through use of any equipment causing such adverse effect, the Company reserves the right to have the customer install, at the customer's expense, any suitable or special equipment necessary to reasonably limit such adverse effect.

In lieu of requesting the customer to install such suitable or special equipment limiting such adverse effect, the Company may, at its option, install additional transformer capacity (which may or may not be dedicated solely to such customer) or other equipment specially designed to reasonably limit such adverse effect.

(Continued)

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If the excess expenditure to effect such remedial action, as taken by the Company, is in excess of the amount justified by the anticipated revenue (as set forth in Section No. 409), the Company will bill the customer each month a facilities charge equal to 1-1/2% of that portion of the expenditure in excess of the allowable expenditure, in addition to the regular monthly billing for metered consumption calculated under the applicable rate schedule.

311. STANDARDIZING LABORATORY

The standardizing laboratory used by the Company is located at the Company's facilities at 3220 South High Ave. in Oklahoma City, Oklahoma.

312. STRUCTURE IDENTIFICATION

The Company identifies its poles, towers and other supporting structures in the following manner:

A metal circular disk which has the letters "OG&E" stamped on it is attached to each wood pole upon installation. In addition, on through lines, each structure is marked with mile and pole numbers, 6 inches in height, beginning at one end of the line and proceeding consecutively to the other end. All wood poles have a brand stamped on the pole which gives the date of manufacture, which is generally within a year or two of the installation date. For a more precise date, the Company's "atlas" maps show the year of installation of each pole.

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313. **EMERGENCY CURTAILMENT PLAN**

Definitions

As used herein, “Company” shall mean Oklahoma Gas and Electric Company, “Plan” or “Emergency Curtailment Plan” shall mean the following rules and regulations, and “Commission” shall mean the Arkansas Public Service Commission.

Applicability

The provision of this Policy Schedule shall apply at any time, and for such periods of time, when in the judgment of the Company, it is necessary to reduce the use of electricity when emergency conditions exist on the system as described below. This Plan is to mitigate events related to the transmission system, generator capacity and energy emergencies of the company.

Network System Emergency

When emergency condition(s) exist on the transmission system, immediate and appropriate action shall be taken by company in order to address the emergency. An emergency condition exists when one or more of the following criteria or conditions are met:

- Steady state conditions
- Contingency related conditions
- Suspected or confirmed activity (e.g., terrorist activity, sabotage, equipment failure) appears aimed at causing instability on the transmission system.
- Any other event or condition that may not be foreseen, but in the opinion of the Company’s Reliability Coordinator poses an imminent threat to the interconnected transmission system.

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Network Emergency Procedures

When emergency condition(s) exist, the Company’s balancing authority and transmission operator shall declare a System Emergency and execute one or more of the following Emergency Procedures:

- Direct the immediate Emergency Re-dispatch of generation resources
- Direct an immediate reconfiguration of the transmission system, and /or
- Direct the immediate Shedding of Load
- Direct other immediate actions as appropriate to preserve the system
- In the event of confirmed or suspected terrorist activity, notify the North American Electric Reliability Corporation (“NERC”) and/or U.S. Dept. of Homeland Security as appropriate.
- Follow all disturbance reporting requirements in the Company’s Disturbance Reporting Procedures and Outage/Disturbance Notification Plan.

When an emergency condition exists, and emergency re-dispatch is deemed the most appropriate method for returning to within acceptable limits, the company shall choose the most effective generators that can be re-dispatched without regard for costs or other economic impacts. At all times during an emergency, the SPP Reliability Coordinator and the Company’s neighboring balancing areas should be notified as steps in the this Plan are implemented.

When a balancing area foresees it will be unable to provide its operating reserve requirement with available resources because load is greater than anticipated, forced outages or other limitations, it shall obtain capacity from outside the balancing area. Assistance may be obtained at any time a balancing area is unable to meet its load obligation without shedding firm load. Should the ability to purchase power to prevent shedding load be limited, the Company’s System Operator should instruct the Company’s Reliability Coordinator to issue the appropriate level energy emergency alert.

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Network Emergency Notification Plan

If an energy emergency alert occurs the following may be implemented:

- Public Appeal – an official request by the Company, regulatory agency or government entity that the public reduce its consumption of electricity.
- Voltage Reduction – the Company intentionally lowers the voltage on its system in order to reduce demand.
- Firm Load Shedding – the intentional outage of customer load in significant quantities either through automatic or operator-initiated action to protect bulk power.
- Relocation of Control Center Operations – transfer of operational control to an alternate site.

Should a generation deficiency develop for any reason, arrangements shall be made with adjacent balancing areas to cover the deficiency: but failing this, the affected balancing area shall reduce the area load until the available generation is sufficient to match it. All Southwest Power Pool (“SPP”) operating reserve shall be utilized before resorting to shedding firm load. The Company’s System Operator shall determine when load shedding must occur; the Company will be responsive to the direction of the Reliability Coordinator.

In a fuel emergency, the Company’s Transmission Control Center (“TCC”) System Operator has as an option, contacting Corporate Communications and requesting appeals to large commercial customers to reduce non-essential energy use and if possible, maximize the use of any customer owned backup generation that relies on fuels other than the one in short supply.

The SPP Reliability Coordinator and all potential affected operating entities should be notified as the steps of the Network Emergency Plan or Generation Emergency Plan are being executed.

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Outage/Disturbance Notification Plan

Outage/disturbance is an unusual occurrence that jeopardizes the operation of the bulk electric system or results in system equipment damage or customer interruptions.

A disturbance caused by adverse conditions, e.g., severe weather, the Company shall promptly contact SPP and NERC, and verbally provide as much information as is available at that time. The Company shall provide timely, periodic verbal updates until adequate information is available to issue a written Preliminary Disturbance Report.

The Arkansas Public Service Commission (APSC) will be contacted for the reporting of outages of one-hundred or more customers that last more than four hours as required by APSC General Service Rules, Rule 7.09 Reports to the Commission. A. Outages: Utilities shall promptly report outages in an individual city, town, or in the same general area, which last more than 4 hours and affect 100 or more customers by telephone to the Commission’s Consumer Services Office. After normal business hour and on weekends and holidays, utilities may report outages by leaving a message on the Commission’s Consumer Services Office recorder.

Generation Emergency

If a determination is made that a shortage of generating capacity constitutes a significant threat to company’s system and regional reliability, a generation emergency may be declared.

Generation Emergency Plan

If a generation emergency is declared, The SPP Reliability Coordinator and the Company’s neighboring balancing areas should be notified as the following steps and options in this emergency plan are implemented.

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Fuel and Inventory

The Company's Generation Planning/Control (GPC) will immediately perform all steps within its power to alleviate the emergency situation including:

- off-system purchases;
- operating all generating sources regardless of economics to optimize fuel supplies;
- postponing equipment maintenance;
- starting combustion turbines; and
- exercising curtailable load customers.

If GPC actions do not alleviate the situation, the Company's TCC System Operator will take appropriate action including:

- maximizing generator and cogenerator output and availability;
- notifying Independent Power Producers to maximize output and availability;
- asking the SPP for assistance, purchasing power through SPP Reserve Sharing Group;
- exercising curtailable load customers;
- reduce load through public appeals;
- declaring an energy emergency through SPP; and
- manual load shedding, as required.

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Fuel Switching

Units that can switch fuels are gas units that can operate on oil. An oil inventory is maintained at each site which could be utilized in a short-term capacity energy emergency.

Environmental Constraints

The Company would not attempt to seek removal of environmental constraints. The corporate policy is that it always complies with environmental standards. Firm load would be shed in lieu of operating outside environmental constraints.

Load Curtailment

Curtailment is available when the shortage is determined far enough in advance to allow it to be of benefit in avoiding an emergency situation to develop. If the decision is made to use curtailment, curtailable load reduction will be done utilizing load curtailment procedures.

System Energy Usage

In an energy emergency, the TCC System Operator has as an option; contacting Corporate Communications and requesting a “Fast News” bulletin be sent to all OG&E facilities. This “Fast News” bulletin would request that energy usage at the facilities be reduced. This might include adjusting thermostats or turning off air handlers, turning off lights, office machines, garage equipment, etc. At facilities with backup generators, the generator might be used to reduce the load of the facility on the system.

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Public Appeals

Other options in an energy emergency are public appeals for conservation or load reduction. The public statement could be of a variety of types. For a shortage of generating capacity, the statement could be a conservation alert. If a generating capacity problem develops, a stronger “emergency conservation plea” could be issued. Company management will make the decision on whether and what type of announcement to make. In a fuel emergency, appeals to large commercial customers to reduce non-essential energy use and if possible, maximize the use of any customer owned backup generation could be made.

Government Agency Notification

Officials should be notified about the areas that are involved so they can take steps to minimize the impact of the power outages in the areas.

In eminent emergencies, the Company will contact Emergency Management offices as a liaison during the event. The Company’s Regulatory Affairs personnel will contact the Arkansas Public Service Commission.

Requests of Government

In an energy emergency, Government agencies should be contacted and requested to implement energy usage reductions. The TCC System Operator has as an option to contact Emergency Management offices and state and federal governmental agencies and request implementation of plans to reduce energy usage at government facilities.

Conservation Alerts

These alerts may be directed at industrial or commercial customers, encouraging them to use alternative fuels; to reduce non-essential energy use and/or maximize the use of customer owned generators that use fuels other than the ones in short supply.

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Critical System Loads

During service restoration, priority consideration is given by the Company for critical system loads such as hospitals, communication and electrical network facilities.

Regulatory Reporting

Subsequent to an emergency curtailment event, the Company shall provide a report to the Commission that will explain in detail the reason for the emergency curtailment, the substations and circuits affected, the customer classifications affected, the beginning and ending time and duration of the emergency curtailment, and the number of customers affected by the emergency curtailment.

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401. GENERAL

The Company’s Standard Extension Policy governs the extension and furnishing of electric service to its customers. The Standard Extension Policy shall be considered in conjunction with the provisions of the Company’s various rate schedules and other provisions of these Terms and Conditions of Service.

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

The application of the extension policy to the various situations and types of customers is outlined below. This supersedes all previously issued directives concerning the extension policy.

402. RIGHT OF WAY

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

In the event the customer is not the owner of the premises occupied by him/her such customer 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.

In any real estate development wherein the Company is requested or desires to install underground distribution facilities for service to existing and future customers 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.

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The Company’s obligation to render service to a customer is contingent upon the customer’s ability to secure the necessary rights-of-way for the Company’s facilities across intervening properties. The customer shall be required to pay any such right-of-way costs.

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.

403. OVERHEAD DISTRIBUTION SYSTEM; OVERHEAD SERVICE FROM OVERHEAD DISTRIBUTION SYSTEM

A. Extensions of Overhead Distribution System

Extensions of the Company’s overhead distribution system to supply permanent electric service to a prospective customer will be made as follows:

- (1) The Company shall extend its overhead distribution lines a distance of 300 feet to provide service to each bona fide applicant for residential service, without cost to the customer.
- (2) If the extension of the distribution system necessary to furnish service to an applicant or group of applicants is greater than specified in subparagraph (1) above, the Company shall require payment of the cost of the extension over the free limit before extending its distribution system.
- (3) In lieu of making an extension pursuant to (1) or (2) above, the Company may make an extension above the free limit upon receipt of a lesser payment or no payment, when the gross anticipated annual revenue from the extension will provide the Company with adequate return upon its investment, in accordance with the provisions of Section 409. of these Terms and Conditions of Service.

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- (4) For purposes of measuring extensions under this rule, the distance shall be measured along lines of proper construction from the nearest point of connection to the point of delivery of the property to be served.
A required deposit shall be calculated from the total construction cost of the extension from which there shall be deducted any cost incident to excess capacity above that required to serve the applicant or group applicants; any cost incident to future expansions or to continue a construction plan of the Company; and any cost necessary to correct for inadequate capacity; and the cost of the free extension to which the applicant would be entitled.
- (5) In lieu of extensions pursuant to other provisions of this rule, the Company may require a developer desiring an extension to a prospective real estate subdivision to make a deposit equal to the estimated cost of the project, before construction of the extension is started, which deposit shall not draw interest. Annually for a period of five (5) years, the Company shall refund to the developer a sum equivalent to the cost of the allowable free extensions per customer for each additional customer connected. In no case shall the total amount refunded exceed the amount deposited with the Company. Customers locating on an extension made pursuant to this paragraph shall not be required to make an extension deposit.
- (6) Every extension shall at all times be the property of the Company, regardless of whether a deposit or contribution is made in aid of its construction. At the end of five (5) years, any unrebated portion of a contribution or deposit made subject to refund shall become the property of the Company.

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B. Standard Electric Service Connection

The standard electric service connection, as used herein, is one utilizing overhead conductors and not requiring support other than the line pole from which the service is taken and one standard service support for each wire or cable at the premises to be served. In cases where the premises cannot be served by a standard service connection, other arrangements with the Company will be required.

C. Location and Support for Service Drop

The standard service support at the premises for the service drop shall be furnished by the customer. The point of attachment for a service drop to the premises shall be at least ten feet above the ground and at a point designated by authorized employees of the Company so that the service drop will meet the minimum clearance requirements of the National Electrical Safety Code as adopted by the Commission.

In case of a building which is not of sufficient height for conductors to be attached at least ten feet above the ground or the building is of other than wood constructions, the customer shall furnish and maintain an adequate support to which the service drop may be attached.

D. 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.

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The customer'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.

404. SINGLE PHASE UNDERGROUND SECONDARY SERVICE FROM OVERHEAD DISTRIBUTION SYSTEM

Single phase underground secondary service from an overhead distribution system shall be provided by the Company (if economically feasible), at the request of the customer, in accordance with the provisions set forth below. The customer shall provide any easements necessary. If the length of the secondary circuit of service lateral, or size of load (generally any load in excess of 600 Amperes), makes a secondary extension technically impractical, underground service shall be installed in accordance with Section No. 408.

A. New Customer – Service to a Single Meter or Multiple Meter Group

- (1) The Company shall furnish, install and maintain the underground service lateral and required conduit on the property from a pole or service pedestal, furnished and installed by the Company at or near the property line, to a location designated by the Company on the building, or such other point of service as approved by the Company, provided soil or other conditions do not make underground construction economically unfeasible for the Company.
- (2) The customer shall install the service lateral raceway and the Company-owned meter bases and junction boxes to the Company's specifications.

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- (3) For underground service provided in accordance with this section, the customer shall pay to the Company the following amounts:
 - (a) Estimated average cost of providing the facilities required to permit connection of the service lateral or secondary conductors to the overhead system;
 - (b) An amount equal to the installed cost of the service lateral or secondary conductors required in excess of 100 circuit feet on the customer's premises for each single meter or multiple meter group connected to the Company's system.
- (4) When an obstruction has been installed after the initial underground installation, and maintenance requires access to a cable circuit not in conduit under the obstruction, the customer shall:
 - (a) Permit the Company access to the premises;
 - (b) Pay the cost of removing and replacing the obstruction;
 - (c) Pay the cost of necessary conduit and its installation under the obstruction.

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B. New Customers – Service to Five or More Individually Metered Locations

- (1) Single phase, 120/240-Volt, underground service from the overhead distribution system to five or more contiguous:
 - (a) Residential lots in a development;
 - (b) Mobile home park spaces;
 - (c) Dwelling units in an apartment house; or
 - (d) Commercial establishments

shall be furnished in accordance with Section No. 404.A, except that no payment shall be required for the Company’s estimated average cost of providing the facilities required to permit connection of the service lateral or secondary conductors to the overhead system.

- (2) Single phase, 120/240-Volt secondary service shall, at the option of the Company, be provided underground as set forth above to one or more contiguous locations on the periphery of a development, where the service laterals are underground.

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C. Existing Customer – Service to a Single Meter

In each case where the size and condition of the existing service drop is adequate for expected loads, and the consumer requests that service facilities be underground, the Company shall furnish, install and maintain the service lateral on the property from a pole or service pedestal located at or near the property line to a location designated by the Company on the building, or such other point of attachment as approved by the Company, provided soil or other conditions do not make underground construction economically unfeasible for the Company. The total net cost for installation of the service lateral and required raceway, including cost of additional facilities on the pole necessary to supply the underground service, shall be paid by the customer to the Company. The customer shall install to the Company’s specifications the service lateral raceway and the Company-owned meter base.

Where it is necessary for the Company to increase the size of its service facilities to the existing customer due to increased load, or the condition of the service drop, and the customer requests that service facilities be underground, the request shall be considered as a new customer under Section No. 404.A.

405. THREE PHASE UNDERGROUND SECONDARY SERVICE FROM OVERHEAD DISTRIBUTION SYSTEM

If three phase underground secondary service from an overhead distribution system is requested, such request shall be considered under Section No.206. and Section No.208. If, under the provisions of such Section No.206. or Section No.208. it is determined that three phase service is to be furnished, it shall be installed in accordance with Section No.404., provided that payment for underground service-as set forth in Section No.404. shall be in addition to any payments required under Section No.206. or Section No.208.

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406. SINGLE PHASE UNDERGROUND SECONDARY SERVICE FROM UNDERGROUND DISTRIBUTION SYSTEM – RESIDENTIAL

- (1) Single phase, 120/240-Volts underground secondary service from an underground distribution system to each residence or mobile home space in an entire tract or subdivision (consisting of five or more residences or mobile home spaces) not now receiving electric service shall, at the request of the developer, be provided by the Company as set forth below.
- (2) The developer shall furnish the Company a subdivision plat map that contains the necessary easements dedicated in the filed plat. The developer shall assist the Company in coordinating with other utility companies regarding the location and sequence of placement of the other utility facilities before and during Company’s installation.
- (3) The Company shall provide the necessary trenching (below final grade) and backfilling required in the easements for installation of the electric service system. The Company shall bear the cost of trenching and backfilling, not exceeding \$.35 per lineal foot, for the first 150 feet per residence or mobile home space. A cost above \$.35 per lineal foot for the first 150 feet per residence or mobile home space and the entire cost of trenching and backfilling for the footage in excess of 150 feet per residence or mobile home space shall be at the expense of the developer.
- (4) The Company shall provide the necessary trenching (below final grade) and backfilling required for installation of the service lateral. The cost of trenching and backfilling for the first 100 feet per residence or mobile home space shall be borne by the Company. The trenching and backfilling for the footage in excess of 100 feet per residence or mobile home space shall be provided by the Company at the expense of the developer or owner.

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- (5) The Company shall install, own, and maintain, at its expense, the underground secondary equipment in the easement. The Company shall install, own and maintain the service lateral and required conduit necessary to provide delivery to a terminal location designated by the Company on each residence or mobile home space. One hundred feet of such service lateral and required conduit per residence or mobile home space shall be at the Company’s expense. Any service lateral and required conduit in excess of 100 feet per residence or mobile home space shall be at the expense of the owner.
- (6) The Company shall, at its option, provide for underground service by installing either pad mounted transformers (including the necessary facilities in the easements for installation of transformers by the Company), transformers in vaults, or other transformer installations at or below ground level. In any case, the customer shall not enclose the transformer location so as to impair ventilation to the transformers or restrict access by Company personnel for maintenance or replacement of the Company’s equipment.
- (7) The Company shall install the primary cable and required conduit. The first 150 feet of underground primary cable and required conduit per residence or mobile home space shall be at the Company’s expense. Any primary cable and required conduit in excess of 150 feet shall be at the developer’s or owner’s expense. The Company shall, at its expense, operate and maintain the primary and secondary equipment.
- (8) In any case, where the accumulated cost to be borne by the Company, as set forth above for trenching and backfilling, primary, secondary, service equipment (including transformers) and the installation of this equipment is less than 1.25 times the expected annual revenue from the customer, the Company may make additional investment in such Company underground facilities as is required for the project up to an accumulated Company investment of 1.25 times the expected annual revenue.

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Kind of Service: <u>Electric</u>	Class of Service: <u>All</u>
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- (9) The developer or customer shall install the service lateral raceway and the Company-owned meter base to the Company's specifications.
- (10) When an obstruction has been installed after the initial underground installation, and maintenance requires access to a cable circuit not in conduit under the obstruction, the owner shall:
 - (a) Permit the Company access to the premises;
 - (b) Pay the cost of removing and replacing the obstruction;
 - (c) Pay the cost of the necessary conduit and its installation under the obstruction.
- (11) Single phase, 120/240-Volt secondary service shall, at the option of the Company, be provided from an underground distribution system to one or more contiguous residential home sites on the periphery of a subdivision or entire tract where the service laterals are underground.
- (12) When unusual conditions are encountered, such as extraordinarily difficult terrain, rocky soil conditions, abnormally wide lots, or other conditions that make underground distribution economically unfeasible for the Company, the conditions under which service is to be provided shall be considered on an individual basis.

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407. UNDERGROUND SERVICE FROM PRIMARY SYSTEM

A. Delivery at Secondary Voltage Through Company-Owned Transformers

If a customer requests underground secondary service from the Company's primary system (2400, 4160, 7200 or 12,470 Volts) to one or more individually metered points of delivery for a load for which a secondary extension is impractical (generally a load in excess of 600 Amperes single phase or three phase), the Company, if it finds such service to be feasible, shall provide service as follows.

The Company shall provide the necessary trenching (below final grade) and backfilling required from the- base of the pole where-the Company makes service available to the transformer station, and between transformer stations where more than one is required. The Company shall bear the cost of such trenching and backfilling, not exceeding \$.35 per lineal foot, for the first 200 feet of trenching and backfilling per pad or vault (or one foot per kVA of required transformer capacity, whichever permits the greater allowance). Any cost above \$.35 per lineal foot for such trenching and backfilling, and the entire cost of trenching and backfilling for the footage in excess of the allowable footage shall be at the expense of the customer.

The Company shall furnish and install the underground primary cable and required conduit. Two hundred feet of such underground primary cable and required conduit per transformer station (or one foot per kVA of required transformer capacity, whichever permits the greater allowance), starting from the base of the Company riser pole, shall be at the Company's expense. Any such underground primary cable and required conduit in excess of 200 feet per transformer station (or one foot per kVA of required transformer capacity, whichever permits the greater allowance) shall be at the customer's expense. The Company shall, at its expense, operate and maintain the primary cable, required conduit and required transformers.

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The customer shall, at his/her expense, provide on its premises for each transformer installation, an approved transformer vault or transformer pad, as required by the Company. If the required transformer pad is a standard Company stock item, the transformer pad shall be furnished by the Company.

When pad mounted transformers are to be used, the -location shall be chosen to protect the transformers from damage by traffic, or the customer shall provide adequate guards, as approved by the Company. The customer shall not enclose the transformer location so as to impair ventilation by the transformers or restrict access to Company personnel for maintenance or replacement of the Company's equipment.

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 preparation of these-plans and specifications will be furnished by the Company the customer upon request.

If a single point of delivery is to be provided, and due to service requirements the Company determines that more than one transformer station is required, the metering shall be at secondary voltage. If in such cases secondary metering is not feasible, primary metering shall be used at the option of the Company.

For single phase service requiring transformer capacity not exceeding 167 kVA and for three phase service requiring transformer capacity not exceeding 300 kVA, the Company shall furnish and install 100 circuit feet of service lateral and required conduit per single meter or multiple meter group. Any service lateral and required conduit on the customer's premises in excess of the above footage limitations shall be installed by the Company at the expense of the customer. The customer's allowance shall be determined by multiplying the number of single meter or multiple meter groups by 100 feet.

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The customer shall install the service lateral raceway, the Company-owned meter bases and junction boxes to the Company's specifications. The customer shall group the meters, as specified by the Company, at a mutually satisfactory location or locations on the premises. The Company shall operate and maintain all secondary cable and conduit to the points of delivery.

B. Loads Served at Primary Distribution Voltage to Customer-Owned Equipment

If a customer requests single phase or three phase underground service from the Company's prevailing primary distribution system (2400, 4160, 7200 or 12,470 Volts) the Company, if it finds such service to be feasible, shall provide the service as follows:

The Company shall provide the necessary trenching (below final grade) and backfilling required from the base of the pole or pad mounted equipment where the Company makes electric service available to the customer's service equipment. The Company shall bear the cost of such trenching and backfilling, not exceeding \$.35 per lineal foot, for a distance not to exceed one lineal foot per kVA of the customer's estimated demand. Any cost above \$.35 per lineal foot for such trenching and backfilling, and the entire cost of trenching and backfilling for the footage in excess of the allowable footage shall be at the expense of the customer.

The Company shall furnish and install the underground primary cable and required conduit from the base of the pole or pad-mounted equipment where the Company makes electric service available to the consumer's service equipment. The Company shall bear the cost of such cable and conduit for a distance not to exceed one lineal foot per kVA of the customer's estimated demand. Any such underground primary cable and required conduit in excess of one lineal foot per kVA of the customer's estimated demand shall be at the expense of the customer. The Company shall, at its expense, operate and maintain the primary cable and required conduit.

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The point of delivery shall be at the customer's service equipment.

At the option of the Company, the metering may be at either primary distribution or secondary voltage. Plans for the facilities to be provided for the 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.

C. Supply Voltage Exceeding 12,470 Volts

If underground service is requested in an area where the Company's supply voltage exceeds 12,470 Volts, specific arrangements shall be made with the Company before underground service is provided.

408. **UNDERGROUND DISTRIBUTION SYSTEMS – NETWORK AND COMMERCIAL THROW OVER**

A. Electric Service

In certain designated high density commercial areas the Company may have underground network and/or commercial throwover distribution systems. When a new customer applies for electric service or an existing customer increases the size of the electrical equipment, the customer shall notify the Company. The Company and the customer will mutually agree as to the method of supplying and receiving electric service.

B. Vaults for Company-Owned Equipment

When an indoor installation of transformers or other equipment is required by the customer, or when the condition of the property is such that an outdoor installation is impractical, the customer 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.

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

409. PERMANENT ELECTRIC SERVICE

Permanent 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. 403.A. and the provisions included in Section No. 206. and Section No. 208.
- (2) Three phase service for small commercial loads shall be handled as provided under Section No. 208. 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 can be justified by the allowable expenditure formula, the formula included in Section No. 409.A. below shall be applied.

A. Allowable Expenditure Formula

Allowable expenditure to render service is to be determined by the following formula:

$$\text{Allowable Expenditure} = \frac{\text{EAR} - (7\% \text{ of EAR}) - (\text{CD} \times \text{DDF})}{\text{RETURN FACTOR}}$$

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Where:

EAR = Estimated Annual Revenue computed from estimated demand, power factor, and kWh, but not including ECR and EECR, and applicable sales taxes. For three phase urban residential and non-urban loads, the EAR shall be the expected additional revenue from the three phase load.

7% of EAR = Sales, administrative and general expenses.

CD - Customer Demand = The estimated maximum kW On Peak (summer) demand multiplied by .9 and divided by the estimated power factor. If the customer's equipment is rated in kVA, .9 times the kVA rating is to be used to determine the estimated maximum kW.

DDF = Diversified Demand Factor to be used is to be derived from the following table:

Annual Load Factor	DDF	Annual Load Factor	DDF
0-10%	\$10.00	50-60%	\$21.00
10-20%	\$13.00	60-70%	\$22.00
20-30%	\$16.00	70-80%	\$24.00
30-40%	\$18.00	80-100%	\$26.00
40-50%	\$19.00		

Annual Load Factor is to be determined by dividing annual kWh by the customer's actual peak demand for year times 8,760.

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Return Factor = The rate of return necessary to support the special extension is .18.

B. Cost of Extension to Render Service

The Cost of Extension to Render Service will be determined by estimating all expenditures necessary to make the installation, including metering, service drops, transformers, and rearrangement of transmission and distribution -systems, etc.

C. Unjustified Expenditure

In those cases where the Cost of Extension, as calculated above, is more than the Allowable Expenditure, the following shall apply:

1. In cases where the Cost of Extension is more than the Allowable Expenditure, as determined above, but does not exceed 150% of the Allowable Expenditure the Company will make the total extension and maintain same at its own expense, and will bill the customer each month an amount equivalent to 1-1/2% of that portion of the total cost of extension in excess of the Allowable Expenditure.

Exception -For seasonal service involving complete discontinuance for a portion of a year, the customer 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 customers and investments necessary to serve such additional customers, would justify a higher expenditure on the part of the Company, the customer shall receive an appropriate adjustment of future rental charges. No rental charge shall be rendered for an amount less than \$5.00 per month.

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Name of Company

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- 2. In cases where the Cost of Extension is in excess of 150% of the Allowable Expenditure, as determined under Section No. 409 above, full details must be submitted to the Company and special arrangements shall be made with the Company by the customer for the unjustified expenditure.

410. INDETERMINATE ELECTRIC SERVICE

Indeterminate Electric Service is service where the indications are that its use and/or load capacity in the location will be for an indeterminate period of time. Extensions for this type service shall be considered under the following policies.

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A. PERFORMANCE GUARANTY CONTRACT

Customer will enter into a Performance Guaranty Contract shown below:

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 _____, Arkansas (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. 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”).

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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 paid, if any, 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	\$ _____	Contribution In Aid of Construction (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.

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 and credit the same amount to Applicant's previous year's electric service billing, until such time the Performance Guaranty cash balance is depleted.

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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.

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.

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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:

OKLAHOMA, GAS, AND ELECTRIC COMPANY

Applicant (Print/Type Name of Organization)

By: _____	By: _____
Signature (Authorized Representative)	Signature (Authorized Representative)

_____	_____
Title _____	Title _____

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B. Installation and Removal Charge

The Company may require from the customer 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 Performance Guaranty Contract accepted in lieu thereof, if service is continued for at least 12 months.

C. Oil and Gas Customers

Service requests by Oil and Gas customers to meet their needs of exploration, production and recovery shall be classified as indeterminate service and shall be subject to all of the provisions of Section 410 of the Standard Extension Policy.

411. TEMPORARY ELECTRIC SERVICE

When electric service is desired for a period of time shorter than one year, the following provisions apply:

A. Installation and Removal Charge

The Company shall receive from the customer 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, a payment of less than \$75.00 may be waived.

B. Rate

The standard rate schedule or schedules applicable to the customer's class of service are to be applied in their entirety during the period for which electric service is furnished.

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Part V. Rate Schedule No. <u>CRCA</u>	
Title: <u>Charges Related to Customer Activity</u>	

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501. CUSTOMER ACCOUNT RECORD

The Company will provide to the customer of record their available account history at no charge.

502. ENERGY CONSUMPTION STATEMENT

The Company will provide to the customer of record a two year account history at no charge.

503. DEPOSIT FROM APPLICANT

If an applicant for residential service meets the criteria set out in GSR 4.01.A, the Company generally requires a deposit as allowed in the Commission's General Service Rules 4.01.B.

The Company generally requires a deposit from an applicant for non-residential service as allowed under GSR 4.01.B.

504. DEPOSIT FROM LANDLORD

If an applicant for service qualifies as a landlord and meets the criteria set out in GSR 4.01.A., the Company generally requires a deposit as allowed in GSR 4.01.B.

505. DEPOSIT DUE TO BANKRUPTCY

In accordance with the United States Bankruptcy Code, U.S.C.A. Title 11 §366, the utility may require an applicant or customer to furnish adequate, assurance of payment in the form of a deposit or other security. For customers, this deposit may be in addition to all other deposits posted with the Company before the bankruptcy filing.

506. DEPOSIT FROM CUSTOMER

The Company requires a deposit from an existing customer who meets the criteria set out in GSR 4.02. in the amounts allowed under GSR 4.02.B.

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507. LATE PAYMENT CHARGE

The Company utilizes a fourteen (14) day due date; therefore the Company does not assess a late payment charge.

508. PROCESSING FEE FOR LEVELIZED BILLING WITHDRAWAL

The Company does not assess a processing fee for Levelized Billing Withdrawal.

509. RETURNED CHECK CHARGE

When a customer pays by check and the check is returned to the Company for any reason other than bank error, such customer will be charged the maximum collection fee amount allowed by Ark. Code Ann. § 4-60-103.

510. METER TEST FEE

When a customer's meter has been tested in accordance with the procedures and guidelines set out in GSR 5.18, and in rules 7.06. and 7.07. of the Special Rules – Electric, and the meter test results show the meter to be operating within the guidelines of Rule 7.05. of the Special Rules - Electric, such customer will be charged a fee in the amount of \$50.00.

511. COLLECTION FEE

The Company does not provide this service; therefore, this charge is not applicable.

512. RECONNECTION FEE

When a customer or other authorized party makes payment and requests reconnection the customer will be charged a fee in the amount of \$1.75.

513. ADDITIONAL METER CHARGE

The Company does not provide this service; therefore, this charge is not applicable.

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514. METER READING REPORT CHARGE

The Company does not assess a processing fee for a meter reading report.

515. DELAYED PAYMENT AGREEMENT FINANCE CHARGE

The Company does not assess a finance charge on delayed payment agreements.