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in events where the Consumer has exhausted all other means to have this unplanned work performed by a third party, the company may agree to perform this work for the Consumer.

**231 FACILITIES RENTAL SERVICE AND AGREEMENT**

**FACILITIES RENTAL SERVICE.**

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

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

**FACILITIES RENTAL SERVICE AGREEMENT**

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

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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,

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

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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.
  - 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.

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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.
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.

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14. Surrender of Rental Property. Upon the expiration or termination of the Agreement, with respect to any item of the Rental Property, the Customer shall return the same to OG&E in good repair, condition and working order, ordinary wear and tear excepted.
15. Taxes. Customer shall keep the Rental Property free and clear of all levies, liens and encumbrances of any kind or nature and shall pay all license fees, assessments, charges and taxes (municipal, state and federal) which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession or use of the Rental Property, excluding, however, all taxes on or measured by OG&E's income.
16. Warranties. OG&E MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE RENTAL PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.
17. Indemnity. Customer shall indemnify OG&E against, and hold OG&E harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees, arising out of, connected with, or resulting from the use and operation of the Rental Property, including without limitation injuries to persons or property, the 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

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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.

**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.

20. **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.
21. **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.
22. **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.
23. **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.

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

**6<sup>th</sup> Revised Sheet No. 133**  
**Replacing 5<sup>th</sup> Revised Sheet No. 133**  
**Date Issued November 26, 2024**

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24. 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.
25. 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.

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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**PART III**

**ELECTRIC SERVICE REGULATIONS**

**301 AVAILABILITY OF ELECTRIC SERVICE**

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

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

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

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

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

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

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

**302 MINIMUM SERVICE CONNECTION**

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

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

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

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

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

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

**305 POINT OF DELIVERY OF ELECTRIC SERVICE**

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

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

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

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306 METERS

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

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

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

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

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**307 ELECTRIC SERVICE AND POWER QUALITY**

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

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

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

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

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

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The Company makes no guarantee regarding the extent, frequency, or duration of partial or complete outages in the electrical service to any consumer, except by special contract, when such outages are due to emergency or abnormal conditions. These conditions are described in OAC 165:35, Subchapters 17-2 and 19-3.

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

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

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

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

The customer must allow employees of OG&E and its authorized agents to enter the premises at all reasonable times, or at any hour if for the sole purpose of restoring service, to: inspect, erect, install, maintain, upgrade, convert, remove, or replace OG&E’s wiring apparatus and other facilities; read the meter; and perform other activities necessary to provide electric service, including tree trimming and tree removal where such trees in the opinion of OG&E constitute a hazard to OG&E personnel or facilities, or the provision of continuous electric service.

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All persons representing OG&E are furnished with a OG&E identification card, which the customer should ask to see before admitting the OG&E representative to the premises. OG&E representatives are forbidden to demand or accept any compensation for services rendered in line with their duty unless an OG&E printed receipt is given. The customer is requested to report immediately to OG&E any discourtesy or any contact that seems suspicious.

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

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

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

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

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

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

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

In order to make repairs to or changes in the Company's facilities for supplying electric service, the Company reserves the right, without incurring any liability therefore, to suspend service without notice to a consumer for such periods as may be reasonably necessary. See also OAC 165:35-19-3 regarding *Interruptions of Service*.

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**PART IV**

**EXTENSION POLICY**

**401 GENERAL**

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

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

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

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

**402 RIGHT OF WAY**

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

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

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

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

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

**403 STANDARD SERVICE EXTENSION**

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

**404 SERVICE DROPS AND ENTRANCE CONDUCTOR**

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

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

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

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

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

**405 PROVISION FOR UNDERGROUND SERVICE**

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

**406 UNDERGROUND SYSTEM REQUIREMENTS**

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

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

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

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

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

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

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

**408 ALLOWABLE EXPENDITURE FORMULA (“AEF”)**

$$AEF = [EAR - VOC] \times SF$$

*Where*

*EAR = Estimated Annual Revenue = Applicable base rate tariff electric revenue inclusive of customer, energy, and demand charges; does not include rider revenues;*

*VOC = Variable Operating Charge = Operations and Maintenance expenses directly attributable to the line extension, inclusive of fuel, ad valorem taxes, and third-party transmission tap fees (if applicable); and*

*SF = Scaling Factor = The present value of EAR less VOC for each year of the expected years of electric service, net of OG&E corporate taxes, where the present value for each year of the term is discounted to the present by the Company’s most recently approved weighted average cost of capital.*

Every contract for electric service for customers acquired pursuant to 17 O.S. § 158.25(E) shall include a provision such as a minimum monthly bill or performance guarantee agreement to address the possibility of early termination of service and recovery of allowable expenditure costs from the customer.

If at any time the Company changes the allowable expenditure formula to render electric service, the revisions shall be provided to the Commission in the form of a letter. This letter shall be sent to the Director of the Public Utility Division of the Commission no later

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than forty-five days prior to the effective date of the change to the formula and the change to the Allowable Expenditure Formula shall be subject to the approval of the Director of the PUD.

**409 CONTRACT ELECTRIC SERVICE**

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

- (1) For initial service which can be furnished from distribution lines, the extension shall be first considered in accordance with Section No. 401, General, and the provisions included in Section No. 205, Single Phase and Three Phase Service to Consumers Served Under Residential Pricing Schedules and Section No. 207, Single Phase and Three Phase Service to Consumers Served Under Commercial Pricing Schedules.
- (2) Three phase service for small commercial loads shall be handled as provided under Section No. 207, Single Phase and Three Phase Service to Consumers Served Under Commercial Pricing Schedules and in (3) below.
- (3) In the case of all other extensions (including extensions of three phase service for urban residential and non-urban loads), and, in the case of extensions considered under (1) above where a larger allowable expenditure may be justified by the allowable expenditure formula.

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

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

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

**7<sup>th</sup> Revised Sheet No. 148**  
**Replacing 6<sup>th</sup> Revised Sheet No. 148**  
**Date Issued November 26, 2024**

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

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

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

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**410 INDETERMINATE ELECTRIC SERVICE**

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

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

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

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

**411 PERFORMANCE GUARANTY AGREEMENT**

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

The Performance Guaranty 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.

**412 PERFORMANCE GUARANTY AMOUNT**

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

	\$ _____	Estimated total cost of facilities to be installed to serve the Premises
Minus	\$ _____	CIAC paid by Applicant
	\$ _____	Total cost, less CIAC paid by Applicant
Times	\$ _____	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.

**413 LINE EXTENSION ESTIMATES**

Any costs of preparing estimates provided by the Company shall be born by the prospective customer. Should the prospective customer elect to move forward with the Company as its service provider, the Company may apply the estimate payment as a contribution in the aid of construction.

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