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August 17, 2018

Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E., Room 1A
Washington, D.C. 20426

Re: *American Electric Power*, Docket No. ER18-2233-000
Facilities Agreements and Forty-Ninth Revised Service Agreement No. 1336, under
PJM Interconnection, L.L.C., FERC Electric Tariff, Sixth Revised Volume No. 1

Dear Secretary Bose:

American Electric Power Service Corporation (“AEPSC”), on behalf of its affiliates Ohio Power Company (“OPCO”) and AEP Ohio Transmission Company (“OHTCO,” together with AEPSC, “AEP”), hereby submits¹ the following tariff records:

- Facilities Agreement between AEPSC, South Central Power (“SCP”) and Buckeye Power, Inc. (“Buckeye”) to perform certain engineering, design, equipment procurement and construction activities related to upgrading the existing Somerset delivery point, dated July 17, 2018 (“Somerset Facilities Agreement”).
- Facilities Agreement between AEPSC, Washington Electric Cooperative Inc. (“WEC”) and Buckeye Power, Inc. (“Buckeye”) to perform certain engineering, design, equipment procurement and construction activities related to the establishment of the new Rouse delivery point, dated August 1, 2018 (“Rouse Facilities Agreement”).

¹ Pursuant to Order No. 714, this filing is submitted by PJM Interconnection, L.L.C. (“PJM”) on behalf of Ohio Power Company as part of an XML filing package that conforms with the Commission’s regulations. PJM has agreed to make all filings on behalf of the PJM Transmission Owners in order to retain administrative control over the PJM Tariff. Thus, AEP has requested PJM submit this ILDSA in the eTariff system as part of PJM’s electronic Service Agreements Tariff.

- Facilities Agreement between AEPSC, Washington Electric Cooperative Inc. (“WEC”) and Buckeye Power, Inc. (“Buckeye”) to perform certain engineering, design, equipment procurement and construction activities related to the establishment of the New South Olive delivery point, dated August 1, 2018 (“New South Olive Facilities Agreement”).
- Facilities Agreement between AEPSC, Holmes Wayne Electric Cooperative Inc. (“HWEC”) and Buckeye Power, Inc. (“Buckeye”) to perform certain engineering, design, equipment procurement and construction activities related to upgrading the existing Clear Creek delivery point, dated August 1, 2018 (“Clear Creek Facilities Agreement”).
- Facilities Agreement between AEPSC, Holmes Wayne Electric Cooperative Inc. (“HWEC”) and Buckeye Power, Inc. (“Buckeye”) to perform certain engineering, design, equipment procurement and construction activities related to upgrading the existing Golden Corners delivery point, dated August 1, 2018 (“Golden Corners Facilities Agreement”).
- Forty-Ninth Revised Service Agreement No. 1336, under PJM Interconnection, L.L.C., FERC Electric Tariff, Sixth Revised Volume No. 1 (“Forty-Seventh Revised Service Agreement No. 1336”).

Background

AEPSC and Buckeye are parties to an Interconnection and Local Delivery Service Agreement (“ILDSA”).² Because Ohio Power Company is a transmission-owning member of PJM, and the ILDSA involves interconnection and local delivery service over AEP’s facilities located within the PJM footprint, the ILDSA is designated as a service agreement under Attachment H of the PJM Open Access Transmission Tariff.

On July 17 , 2018, AEPSC, SCP, and Buckeye entered into the Somerset Facilities Agreement, which supplements the ILDSA and provides for upgrading the existing Somerset 69 kV delivery point, and the performance of certain engineering, design, equipment procurement and construction activities by AEPSC, SCP, and Buckeye. On August 1, 2018, AEPSC, WEC, and Buckeye entered into the Rouse and New South Olive Facilities Agreements, which supplements the ILDSA and provides for establishing the new Rouse & New South Olive 138 kV delivery points, and the performance of certain engineering, design, equipment procurement and construction activities by AEPSC, WEC, and Buckeye. On August 1 , 2018, AEPSC, HWEC, and Buckeye entered into the Clear Creek and Golden Corners Facilities Agreements, which supplements the ILDSA and provides for upgrading the existing Clear Creek and Golden

² The Forty-Eight Revised ILDSA between AEP and Buckeye was filed on September 12, 2016 in FERC Docket No. ER16-2579 -000 and was accepted by the Commission on October 12, 2016.

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Corners 69 kV delivery points, and the performance of certain engineering, design, equipment procurement and construction activities by AEPSC, HWEC, and Buckeye.

The Somerset, Rouse, New South Olive, Clear Creek and Golden Corners Facilities Agreements further provides that AEPSC and Buckeye will incorporate the system upgrades associated with the Somerset, Rouse, New South Olive, Clear Creek and Golden Corners delivery points into the ILDSA. Accordingly, the parties have revised the ILDSA to include the existing Somerset, Clear Creek, and Golden Corners delivery points and the new Rouse Delivery Point and New South Olive delivery points to incorporate the associated system upgrades and local facilities charges. The revised version of the ILDSA is designated as Forty-Ninth Revised Service Agreement No. 1336.

Documents Submitted

In addition to this transmittal letter, AEP provides the following materials for filing:

- Attachment A - marked version of the Forty-Ninth Revised Service Agreement No. 1336;
- Attachment B - clean versions of the AEP-Buckeye Facilities Agreements;
- Attachment C - clean versions of the AEP-Buckeye Facilities Agreements Signature Pages in PDF format;

Requested Effective Date of the Facilities Agreements and Forty-Ninth Revised Service Agreement No. 1336

AEP requests that the Commission grant any and all waivers of the Commission's rules and regulations that are necessary to accept this filing and to allow an effective date of the Somerset, Rouse, New South Olive, Clear Creek and Golden Corners Facilities Agreements and the Forty-Ninth Revised Service Agreement No. 1336 of July 17th, 2018, the effective dates to which AEP and Buckeye agreed. Waiver is appropriate because the agreements are being filed within thirty (30) days of the requested effective date. *See Prior Notice and Filing Requirements under Part II of the Federal Power Act*, 64 FERC ¶ 61,139 at 61,983-84 (1993).

Communications

Copies of this filing have been served upon Buckeye and SCP, WEC, and HWEC. All communications and service related to this filing should be directed to the following:

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Conclusion

AEP respectfully requests that the Commission accept the Somerset, Rouse, New South Olive, Clear Creek and Golden Corners Facilities Agreements and the Forty-Ninth Revised Service Agreement No. 1336 of July 17th, 2018, effective as of the dates listed above.

Respectfully submitted,

/s/ Amanda Riggs Conner

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Attorney for American Electric Power Service Corporation

Attachment A

Redline SA 1336

Service Agreement for
Interconnection and Local Delivery
between
American Electric Power Service Corporation
and
Buckeye Power, Inc.

| ~~August~~ July 11, ~~2016~~ 2018

Interconnection and Local Delivery Service Agreement

This Agreement is entered into this 30th day of August, 2005, by and between Buckeye Power, Inc. (“Buckeye Power” or “Customer”), and American Electric Power Service Corporation, as Designated Agent for the AEP Companies¹ (“AEP”), being sometimes herein referred to collectively as the “Parties” or singularly as a “Party”. In consideration of the mutual covenants and agreements herein, it is agreed as follows:

WITNESSETH:

WHEREAS, the AEP companies are wholly owned subsidiaries of American Electric Power Company, Inc., owning and operating, *inter alia*, electric facilities for, and engaged in, the generation, transmission, distribution, and sale of electric power and energy;

WHEREAS, Buckeye Power is a corporation not for profit organized and existing under the laws of the State of Ohio which provides a source of electric power and energy for distribution and use within the State of Ohio by its membership, which presently consists of twenty five non-profit corporations operating on a cooperative basis in said state; and

WHEREAS, PJM Interconnection, L.L.C. (“PJM”), is a Regional Transmission Organization (“RTO”), offering transmission service to eligible customers, and having functional control over the AEP East Zone transmission network upon integration of AEP’s East Zone into PJM (“Transmission Provider”); and

WHEREAS, the Parties wish to establish the terms and conditions of the local delivery services that AEP will provide to Customer in coordination with the transmission service that will be provided by the PJM RTO;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants set forth herein, the Parties agree as follows:

¹ The AEP Companies include: AEP Ohio Transmission Company, Appalachian Power Company, Indiana Michigan Power Company, Kentucky Power Company, Kingsport Power Company, Ohio Power Company, Wheeling Power Company, all of which also do business as AEP.

Article 1. Applicable Tariffs

1.1 Applicability of Tariffs: During the term of this Agreement, as it may be amended from time to time, AEP agrees to provide Interconnection and Local Delivery Services for the Customer, and the Customer agrees to pay for such services the charges identified in Attachment 1 hereto and such other charges as shall be applicable hereunder, in accordance with this Agreement, the applicable provisions of the Open Access Transmission Tariff of the AEP System (“AEP Tariff”), and, as to certain provisions referenced herein, the Open Access Transmission Tariff of the PJM RTO (“PJM Tariff”), as each tariff shall at any time during the term of this Agreement be on-file and accepted by the Federal Energy Regulatory Commission (“Commission”), including any applicable Schedules and Attachments appended to such tariffs. Interconnection and Local Delivery Services means services described herein which are subject to the jurisdiction of the Commission but not provided by the PJM RTO under the PJM Tariff. AEP shall not provide any services or make any charges hereunder that are provided or charged by the PJM RTO under the PJM Tariff.

1.2 Governance over Conflicts: The terms and conditions of such Interconnection and Local Delivery Services shall be governed by this Agreement and the AEP Tariff, as it exists at the time of this Agreement, or as hereafter amended. The AEP Tariff, as it currently exists or as hereafter amended, is incorporated in this Agreement by reference. In the case of any conflict between this Agreement and the AEP Tariff or the PJM Tariff, the AEP Tariff or the PJM Tariff shall control, except that the PJM Tariff shall control if the AEP Tariff and the PJM Tariff are in conflict.

Article 2. Delivery Points

2.1 Existing Delivery Points: Unless the Parties shall subsequently otherwise agree, the existing facilities connecting the Customer’s Members power delivery facilities to the AEP power delivery facilities (“Delivery Points”) listed in Attachment 1, and illustrated in corresponding one line diagram(s) contained in Attachment 2, shall be continued in service. The Customer and AEP shall endeavor to operate their respective facilities in continuous synchronism through such Delivery Points as shall from time to time be established by mutual agreement between the Parties. AEP and the Customer, to the extent practicable, shall each maintain the facilities on their respective sides of such points, and future points of delivery as may be established from time to time in accordance with Good Utility Practice, in order that said facilities will operate in a reliable and satisfactory manner, and without material reduction in their intended capacity or purpose.

If the function of any such facility is impaired or the capacity of any point of delivery is reduced or such synchronous operation at any point of delivery becomes interrupted, either manually or automatically, as a result of *force majeure* or maintenance coordinated by the Parties, AEP and the Customer shall cooperate to remove the cause of such impairment, interruption or reduction, so as to restore normal operating conditions expeditiously, it being understood that this or any other provision of this Agreement, notwithstanding, AEP shall retain the sole responsibility and authority for operating decisions as they relate to the integrity and security of the AEP system.

2.1.1 Interruption or Reduction of Service at the Delivery Points: The continuity of service at any Delivery Point provided under this Agreement may be interrupted or reduced,

(a) by operation of automatic equipment installed for power system protection, (b) after consultation with the affected party, if practicable, at any time that a party deems it desirable for installation, maintenance, inspection, repairs, or replacement of equipment, (c) at any time that in the judgment of the interrupting party such action is necessary to protect personnel or the public, preserve the integrity of, or to prevent or limit any instability on, or to avoid a burden on, their respective system or prevent damage to equipment.

2.2 Changes in Delivery Points and Local Delivery Facilities: When it becomes necessary or desirable to make changes in the Delivery Point facilities, to upgrade, retire, replace or establish a new Delivery Point, including metering or other facilities at such location, the provisions of this Section shall apply.

2.2.1 Study Requests for Changes in Delivery Facilities: The Customer shall make requests for changes in local delivery facilities, including facility upgrades, retirements and replacements, or the establishment of any new Delivery Point, in writing to AEP, delivered by post or electronic mail (email) to Director, Transmission and Interconnection Services, and Manager, East Area Transmission Planning. AEP shall likewise respond to such requests in writing, by post or email. A request for a new Delivery Point or modification of an existing Delivery Point should include, at a minimum, the following information:

- a) Nature of the change such as: modifications to an existing Delivery Point, new Delivery Point, increased capacity, and retirement, etc.;
- b) Location of the Delivery Point;
- c) Voltage class of the Delivery Point;
- d) Specific AEP transmission facility that the Delivery Point is to be connected to;
- e) Amount of load to be served by the Delivery Point for the first 5 years;
- f) Specific modifications to an existing Delivery Point, if applicable; and
- g) Desired in-service date.

2.2.2 System Impact Study (SIS): Unless otherwise mutually agreed, AEP shall respond within fifteen (15) business days of receipt of such a request and provide a System Impact Study Agreement and a list of any additional information that AEP would require from the Customer to proceed with such study. The study agreement shall commit the Customer to pay AEP the actual cost to complete the study and to make an advance deposit equal to estimated study cost or \$25,000, whichever is less. The Customer shall execute and deliver the SIS Agreement within thirty (30) days following its receipt and together with the required deposit. Upon receipt of the executed study agreement, study data and the required deposit, AEP shall carry out the SIS. In the SIS, AEP shall assess the feasibility of modifying an existing Delivery Point or establishing the new Delivery Point using power flow and short circuit analyses and any other analyses that may be appropriate.

If the Customer fails to return an executed SIS Agreement within thirty (30) days of receipt, AEP shall deem the study request to be withdrawn. The Customer may withdraw its study request at any time by written notice of such withdrawal to AEP.

AEP shall issue a report to the Customer within sixty (60) calendar days of the receipt of an executed SIS Agreement, or at a later date as the Parties may mutually agree. If AEP is unable to complete such study in the allotted time, AEP shall provide an explanation to the Customer regarding the cause(s) of such delay and a revised completion date and study cost estimate.

Upon completion of the SIS, the Customer shall reimburse AEP for the unpaid cost of the SIS if the cost of the study exceeds the deposit. AEP shall refund the Customer, with interest, any portion of the deposit that exceeds the cost of the SIS. Or, at the written request of the Customer, AEP shall apply the remaining balance to the Facilities Study.

2.2.3 Facilities Study (FS): Following the completion of the SIS, AEP shall provide to the Customer a Facilities Study (FS) Agreement. The Facilities Study Agreement shall provide that the Customer shall compensate AEP for the actual cost of the Facilities Study. The Customer shall execute the Facilities Study Agreement and deliver the executed Facilities Study Agreement to AEP within thirty (30) days following its receipt, together with the required technical data and deposit in an amount equal to the estimated cost of the FS or \$25,000, whichever is less. The FS shall determine the details and estimated cost of facilities necessary for establishing the requested Delivery Point and any system additions/upgrades needed to address any problems identified in the SIS. AEP shall complete the study and issue a Facilities Study report to the Customer within ninety (90) calendar days after receipt of an executed Facilities Study Agreement, deposit and necessary data, or at a later date as the Parties may mutually agree.

If the Customer fails to return an executed FS Agreement within thirty (30) days of receipt, AEP shall deem the study request to be withdrawn. The Customer may withdraw its study request at any time by written notice of such withdrawal to AEP.

The results of the Facilities Studies shall be valid for a period of one year. If the Customer delays for more than one year the continuation of the process for establishment of a new Delivery Point, the customer's request shall be deemed withdrawn and a new request and potentially new SIS and FS shall be required.

2.2.4 Expedited System Study: If AEP determines that minimum efforts are needed to carry out the requested Delivery Point modifications/additions, AEP shall, upon request by the Customer, offer a single agreement covering the System Impact Study and Facilities Study, the "System Study Agreement." The Study Agreement shall commit the Customer to pay AEP the actual cost to complete the study and to make an advance deposit equal to the estimated study cost or \$25,000, whichever is less.

If the Customer fails to return an executed System Study Agreement within thirty (30) days of receipt, along with the required deposit, AEP shall deem the study request to be withdrawn. The Customer may withdraw its study request at any time by written notice of such withdrawal to AEP. AEP shall complete the study and issue a Expedited System Study report to the Customer within sixty (60) days after receipt of an executed Expedited Study Agreement, deposit and necessary data, or at a later date as the Parties may mutually agree.

2.2.5 Modifications to Study Request: During the course of a System Impact Study, Facilities Study, or System Study, either the Customer or AEP may identify desirable changes in the planned facilities that may improve the costs and/or benefits (including reliability) of the planned facilities. To the extent the revised plan, and study schedule, are acceptable to both AEP and the Customer, such acceptance not to be unreasonably withheld; AEP shall proceed with any necessary restudy. Any additional studies resulting from such modification shall be done at the Customer's cost.

2.3 Engineering, Design and Construction of New Facilities: If pursuant to a request by the Customer, AEP agrees to provide engineering, design and construction of facilities described in the final study report, a Facilities Agreement shall be executed by Buckeye Power, its applicable Member or Members, and AEP specifying the terms and conditions. Following the signing of the Facilities Agreement, the receipt of any outstanding technical information, deposit or instrument or showing of financial creditworthiness, AEP will proceed with the engineering, design and procurement activities to construct, reconfigure, upgrade, replace or retire such local delivery or other facilities. All Facilities Agreements for Delivery Points existing as of the date of this Agreement and described in Attachment 1 shall remain in full force and effect in accordance with their terms.

2.4 Cost Recovery Protection: Pursuant to this Agreement, AEP and Customer will cooperate regarding the planning, provision and utilization of transmission and local delivery facilities needed to reliably deliver power and energy to Customer's loads connected to AEP's facilities. As such, AEP may be required to construct or otherwise expand transmission and local delivery facilities, predicated upon Customer's planned use of such facilities, including the Customer's planned use of external and internal generating capacity. If the Customer alters its use of the transmission and/or local delivery service facilities, through the transfer of load to the system of another service provider, AEP shall be entitled to compensation for "Stranded Costs" to the extent such load transfer causes AEP's revenues to be reduced. Any such claim for Stranded Costs by AEP shall be net of the present value of any incremental transmission revenue that AEP will receive by providing transmission or local delivery service to other customers using the transmission or local delivery capacity freed up by the Customer's load change.

2.5 Responsibility for Delivery Point Costs:

2.5.1 In-Line Facilities: Except as provided by subsection 2.5.3 below, switches, conductors and associated equipment, including support structures for such facilities, that are operated in-line with the AEP transmission system and are necessary to establish or expand a delivery point under this Agreement shall be provided, owned, operated and maintained by AEP. The costs associated with such in-line and associated facilities will be "rolled-in" to AEP's rates for transmission service in the applicable Tariff.

2.5.2 In-Line Facility Design: All in-line delivery point facilities to be rolled into the AEP transmission rates shall be designed and installed in accordance with the then applicable AEP transmission system standards applicable to both AEP and its affiliates and to AEP's non-affiliate customers. If the Customer requests in-line facilities different from those required by the AEP transmission system standards, the Customer will be required to pay the incremental installed cost, if any, of those facilities above the cost of the facilities that would have been required by the AEP

transmission system standards, including taxes applicable on CIAC. All in-line facilities shall provide at least the capacity and system protective capabilities of those required by the AEP transmission system standards.

2.5.3 Two-Way Supply: When a Customer requests or the AEP transmission system standards require the AEP transmission system to run in and out of the Customer or customer's member's substation (two-way supply), all in-line substation equipment, including buss work, breakers and other facilities in line with the AEP transmission system located in the Customer or Customer's member's substation, shall be constructed and owned by the Customer or Customer's member in accordance with the AEP transmission system standards, and the cost thereof shall be the Customer or Customer's member's responsibility, AEP shall retain operational control, and any access required for such operation, of the in-line facilities and, unless otherwise agreed, the Customer or Customer's member shall, in coordination with AEP, maintain the buss work, switching/breakers and other facilities in-line with the AEP transmission system located in the Customer or Customer's member substation, in accordance with the AEP transmission system standards and practices, and the cost thereof shall be the Customer or Customer's member's responsibility.

2.5.4 Load-Side Facilities: Unless otherwise agreed, all tap lines and distribution substations and other facilities on the Customer or Customer's member's side of the delivery point (other than metering), not located in-line with the AEP transmission system, shall be provided, operated and maintained by the Customer or Customer's member, and the cost thereof shall be the responsibility of the Customer or Customer's member.

2.5.5 Meters and Related Facilities: AEP shall be entitled to compensation from the Customer for any and all meter-related costs to provide such power flow measurement services as are necessary under this Agreement and the Applicable Tariff. Monthly charges for meter-related services will be specified in Attachment 1 to this Agreement, and may include, without limitation, costs for owning, operating and maintaining metering and associated equipment, meter reading, data acquisition, telephone equipment and services, data translation, data storage, data handling, and other necessary or agreed services.

2.5.6 Single-Owner Design Basis: The location and design of the new Customer delivery point(s) shall be determined based upon a hypothetical single owner concept, i.e. as if the AEP transmission system and the applicable Customer or Customer's member facilities were all owned by either AEP or the Customer or Customer's member, but not both. Accordingly, the "single owner" solution shall be based upon the lowest aggregate construction cost to the Customer or Customer's member and AEP collectively, without regard to the cost allocation principles set forth in this settlement, but consistent with the AEP transmission system standards and good utility practice. AEP and the Customer shall mutually agree upon the location and design of new Customer delivery points consistent with the single owner concept.

2.5.7 System Upgrades: System upgrades on the AEP transmission system necessary as a result of a Customer delivery point request shall be constructed, owned, operated and maintained by AEP, and the cost thereof shall be rolled into AEP's transmission rates.

2.5.8 Sunk Cost Recovery: Customer shall reimburse AEP for the cost of any facilities constructed by AEP at Customer's request if Customer fails to take the service requested. In such a case, Customer will reimburse AEP to the extent that AEP incurs the cost of

construction and (a) Customer or Customer's member fails to construct a substation or other necessary and agreed upon facilities on the Customer side of the point of delivery, or otherwise fails to perform under the applicable delivery point agreement, or (b) notwithstanding Customer or Customer's member's full performance under the applicable delivery point agreement, all or substantially all of any proposed new or additional load greater than 5 MW of a single retail customer for which the delivery point was specifically requested, fails to be added, such that the requested new or expanded delivery point is no longer required (Sunk Costs). AEP shall have the right to require financial security (letter of credit or liquid security) from Customer to support Customer's payment obligations under this paragraph if and to the extent that AEP determines the at-risk cost to exceed Customer's level of unencumbered credit under AEP's normal credit review procedure and standards.

2.6 Connection Guide: The requirements for connection of non-generating facilities to the AEP transmission system are contained in the AEP document "Requirements for connection of Non-Generation Facilities to the AEP East Transmission System", referred to herein as the "Connection Guide". A copy of those documents can be obtained from AEP Transmission Planning.

Article 3. Local Delivery Services

3.1 Measurement of Load At Each Delivery Point: The Customer's load, kW, kWh and kVAR at each Delivery Point shall be measured at least on an hourly integrated basis, by suitable revenue grade metering equipment. The measurements taken and required metering equipment shall be as needed for all settlement purposes under this Agreement, the AEP Tariff and the PJM Tariff and in accordance with the AEP standards and practices as contained in the Connection Guide. At points where power may flow to and from the Customer, separate measurements shall be obtained for each direction of flow. Any necessary metered data shall be made available with such frequency and at such times as may be required by AEP or PJM in suitable electronic format. If AEP, Buckeye Power or PJM requires real-time load or facility status information from any Delivery Point, the other Party shall cooperate, to the extent necessary, in order that such monitoring and telecommunications equipment, as shall be needed for such purpose may be installed and maintained during normal business hours common to AEP and Buckeye Power. AEP shall provide to Buckeye Power, on a monthly basis as soon as practicable after the end of the prior month, the hourly kW, kWh and kVAR load data and behind-the-meter generation data. Such data shall be supplied in Microsoft Excel format and by e-mail. Buckeye Power shall compensate AEP for metering and meter data processing services as specified in Attachment 1 of this Agreement.

3.2 Compensation for Local Delivery Services: The Customer shall, to the extent consistent with Federal Energy Regulatory Commission Policy, reimburse AEP its costs associated with new and existing facilities, not otherwise recovered through the transmission charges under the PJM Tariff, either through monthly charges agreed to by the Parties which charges shall be specified in Attachment 1 or, at AEP's option, pursuant to the Formula Rate for Facility Construction, Operation and Maintenance contained in Attachment 4 to this Agreement. The Parties shall mutually agree upon the provision and cost of providing such distribution facilities as may be necessary to maintain reliable service to the Delivery Points.

3.3 Local Reactive Power Services: Load power factor charges will be assessed to the Customer pursuant to the following Delivery Point power factor clause based on the hourly kW and kVAr demand metered at the Delivery Points as follows:

The maximum hourly reactive power (kVAr) demand, both leading and lagging will be measured each month at each Delivery Point. When multiple Delivery Points are operated as closed loops, the real and reactive power measurements will be combined for the purpose of this provision. Customer will incur no charges for power factor if the maximum leading and lagging kVAr demand at each Delivery Point is managed, so as not to exceed 20% of the real power (kW) demand in the same hourly intervals. Charges will be assessed for leading and/or lagging kVAr demand at each Delivery Point if the maximum hourly value of such demand exceeds 20% of the kW demand in the same interval. The charges will be \$0.30/kVAr for all leading and/or lagging kVAr demand in excess of 20% of the corresponding kW demand, provided; however, that when the kVAr demand exceeds 50% of the kW demand, the charge will be \$0.50/kVAr, for all kVAr, leading and/or lagging, in excess of 20% of the corresponding kW demand.

3.4 Losses: The Customer's load shall be adjusted, for settlement purposes, to include AEP East Zone transmission and distribution losses, as applicable. Presently, the FERC approved transmission loss factor for the AEP East Zone is 3.3% of energy received by AEP for transmission to the Customer's Delivery Points (3.413% of delivered energy). Distribution losses shall be assessed, where applicable, at the rates as specified in Attachment 1. To the extent Customer's load at any Delivery Point is supplied from behind the meter generation, losses shall be assessed only for the net load delivered to such Delivery Points by AEP.

3.5 Maintenance of Local Delivery Point Facilities: If AEP provides operation and maintenance (O&M) services for any Delivery Point and/or distribution facilities owned by the Customer or its Members pursuant to the Operation & Maintenance and Repair document, attached herewith as Attachment 3, the Customer shall reimburse AEP for such O&M services calculated pursuant to the AEP Formula Rate for Facility, Construction, Operation, and Maintenance charges, attached herewith as Attachment 4. Payments for O&M services shall be made pursuant to Section 5.1.

3.6 Operational Access and Control: Unless otherwise specifically agreed, AEP shall have the sole right to enter upon, test, operate and control the facilities covered by this Agreement that are owned by AEP. The right to test, operate and control said facilities includes but is not limited to the power to direct the opening and closing of switches for construction, operation, testing, maintenance and other relevant purposes.

All meters and test switches, whether provided by AEP or Buckeye Power, shall be sealed and the seals shall be broken only when the meters are to be tested, adjusted or replaced. The other Party shall be provided as much advance notice as is practicable in the circumstances when the facilities of that Party are to be entered or the seals of any meter are to be broken, and such Party shall be afforded the opportunity to be present during such test, adjustment, repair, replacement.

3.7 Administrative Committee: AEP and Customer shall each appoint a member and at least one alternate to an Administrative Committee, and so notify the other party of such appointment(s) in writing. Such appointment(s) may be changed at any time by similar notice. Each member and alternate shall be a responsible person familiar with the day-to-day operations of their respective system. Generally, this would mean that the Administrative Committee representative(s) will be employees of AEP and the Customer, or entities represented by the Customer; however, the representative(s) may be accompanied by other experts, appropriate to the matters to be considered. The Administrative Committee shall represent AEP and Customer in all matters arising under this Agreement and which may be delegated to it by mutual agreement of the parties hereto.

3.7.1 Principal Duties: The principal duties of the Administrative Committee shall be as follows:

- a.) To establish operating, scheduling and control procedures as needed to meet the requirements of coordinated operation, this Agreement and any requirements of the Transmission Provider;
- b.) To address issues arising out of accounting and billing procedures;
- c.) To coordinate regarding the changing service requirements of the Customer and the course of action the Parties will pursue to meet such requirements;
- d.) To coordinate regarding facility construction and maintenance as appropriate, and to the extent agreed by the Parties; and
- e.) To perform such other duties as may be specifically identified in, or required for the proper function of this Agreement.

3.7.2 Administrative Committee Meetings: The Administrative Committee shall meet or otherwise conference, at least once each calendar year, or at the request of either Party upon reasonable notice, and each Party may place items on the meeting agenda. All proceedings of the Administrative Committee shall be conducted by its members taking into account the exercise of Good Utility Practice. If the Administrative Committee is unable to agree on any matter coming under its jurisdiction, that matter shall be resolved pursuant to section 12.0 of the AEP Tariff, or otherwise, as mutually agreed by Customer and Company.

Article 4. Customer's Load, Capacity and Other Obligations to the RTO

Each Load Serving Entity ("LSE"), as that term is used by the PJM RTO, is responsible for complying with all RTO requirements. Unless otherwise agreed, AEP shall have only such responsibilities to assist Customer in meeting its obligations to the RTO, as shall be required pursuant to the PJM Tariff or this or another agreement between AEP and the Customer. AEP shall cooperate with PJM and Customer or Customer's designee (Scheduling Agent) to the extent necessary and appropriate to insure that data is available to PJM for Customer's hourly energy assignment, and peak load contributions for use in calculating transmission charges and generation capacity obligations as discussed below. AEP will also provide Customer the information provided to PJM annually under sections 4.1 and 4.2. Customer may also arrange to receive the information

provided to PJM on a daily basis pursuant to section 4.3 and 4.4, as applicable, provided Customer and AEP agree as to the terms and fees for such service.

4.1 Network Service Peak Load (NSPL) Determinations: AEP shall provide to PJM each year in December, the Network Service Peak Load (NSPL) of each LSE within the AEP pricing zone in the hour of the PJM peak load (1CP) for the twelve (12) consecutive months ending on October 31 of the year prior to the calendar year during which the NSPL will be used. The network service peak load ratio share shall be used by PJM as the transmission service billing determinant for transmission service charges and annual FTR allocations. If the basis of NSPL and FTR allocation determinations is changed by PJM, AEP shall cooperate with PJM and the Customer to the extent necessary and appropriate to make available such data as is needed.

4.2 Peak Load Contribution (PLC): AEP shall provide to PJM the peak load contribution (PLC) of each LSE in the AEP pricing zone on a forecasted annual and on a day-ahead basis for the purpose of calculating the LSE's capacity obligation to serve its load. Each year PJM will inform AEP of the day and hour of the five highest PJM unrestricted daily peaks (5CP) for the twelve months ending October 31 of such year. AEP will then determine each LSE's contribution to the 5CP loads of the AEP control zone. This load ratio will be applied to the forecasted AEP control zone load, adjusted for weather normalization and forecasted load growth, to determine each LSE's peak load contribution. PJM will utilize this information in the development of each LSE's capacity obligation. If the basis used by PJM for PLC and relative determinations of customer load obligations is changed by PJM, AEP shall cooperate with PJM and the customer to the extent necessary and appropriate to make available such data as is needed.

4.3 Hourly Energy Requirements: AEP will also provide to PJM each working day, via PJM's eSchedule system, the initial hourly energy assignment (load plus losses) for each LSE in the AEP zone. This data will generally be supplied by 5:00 PM eastern prevailing time (EPT) on Monday for the prior Friday, Saturday and Sunday and by 1:00 PM EPT Tuesday through Friday for the prior weekday. PJM will use this data to calculate each LSE's capacity obligation for each hour for the next day. Unless PJM has recognized a transfer of load obligation from or to the Customer (LSE) to or from another Customer (LSE), the capacity obligation will not change daily. Within two months of the end of each settlement month, AEP shall validate the LSE's hourly load and submit the changes via the eSchedule system, as appropriate, for PJM to resettle the respective LSE's account. If the basis used by PJM to receive hourly energy assignments for LSEs or to calculate each LSEs capacity obligation for each hour for the next day is changed by PJM, AEP shall cooperate with PJM and the Customer to the extent necessary and appropriate to make available such data as is needed.

4.4 Behind the Meter Generation: AEP shall cooperate with PJM and parties operating generators connected behind load metering, such that PJM will receive such generator output meter information as it requires, for the following two categories of generators behind the meter operating within the AEP Zone:

4.4.1 Generators that do not participate in the PJM Markets: The generating party shall provide a data file containing the hourly unit or plant kWh output each month by the 5th working day after the end of the month. Alternatively, Customer may provide AEP access to the meter to download the generator output meter data using dial-up remote interrogation.

4.4.2 Generators that do participate in the PJM Markets: The generating party shall provide real-time unit or plant output required by PJM via an Inter-Control Center Protocol (“ICCP”) data link to AEP. In addition, Customer shall permit AEP to remotely interrogate the meters to obtain integrated hourly meter data each day.

AEP shall provide the generation data obtained from the generating party to PJM through PJM’s eSuites or EMS application within the PJM time requirements, as applicable. If the basis used by PJM for receiving hourly generator output metering information is changed by PJM, AEP shall cooperate with PJM and Customer to the extent necessary and appropriate to make available such data as is needed.

4.5 Post Settlement of PJM Inadvertent Energy Allocation: PJM will dispatch generators for supplying inadvertent energy payback to the Eastern Interconnection and recover such costs from the PJM region-wide load. The summation of hourly inadvertent energy (total monthly) charges assigned by PJM to the AEP control zone each month will be allocated to each LSE in the AEP control zone in proportion to the LSE’s NSPL or by such other method as the FERC approves.

4.6 LMP Node/Zone Aggregator: LSEs in PJM may choose to have PJM use the zonal average load weighted LMP used as the basis for energy delivery pricing or request a specific load bus aggregate prior to the annual FTR allocation processes. It is the responsibility of the LSE to contact PJM in a timely manner if a specific load aggregation is desired. PJM may in turn request AEP to work with the LSE to determine the appropriate configuration of the load bus aggregate. AEP will cooperate with Customer in order to derive an LMP load bus aggregate, using existing transmission planning case studies to determine the percent of the load at each load bus that is served by the LSE; If AEP determines that existing studies are not sufficient and additional study development is needed to satisfy the Customer’s request, the Customer may be asked to execute a study agreement and reimburse AEP for the study-related costs. The LSE may provide such data to PJM and, based on results from PJM, the LSE will choose whether to utilize the aggregate or the AEP zonal weighted average LMP price.

Article 5. General

5.1 Billing, Payments, and Disputes: As a convenience, and as long as PJM offers such accommodation, monthly charges for Delivery Point power factor, distribution services, meter and related meter reading and data processing services as specified in Attachment 1 hereto will be included in the monthly transmission service invoice issued by RTO. Customer shall pay the monthly delivery charges invoiced by the RTO in accordance with PJM Tariff, and with respect to such charges customer shall be subject to PJM creditworthiness provisions. If the Customer receives Transmission Service through an agreement with a third party that contracts with PJM, the charges for Delivery Services hereunder may be invoiced to the third party subject to PJM’s accommodations and applicable provisions of the PJM Tariff or to the Customer, subject to applicable provisions of the AEP Tariff.

AEP shall invoice the Customer and the Customer shall reimburse AEP for its costs associated with any facility construction, operation and maintenance or, repair provided under this

Agreement in accordance with the AEP Tariff, Section 7. Any disputes as to such invoices shall be resolved pursuant to the provisions of Section 12 of the AEP Tariff.

5.2 Taxes on Contributions in Aid of Construction: When the Customer funds the construction of AEP-owned facilities pursuant to a contribution in-aid of construction (“CIAC”), the Customer also shall reimburse AEP for the tax effect of such CIAC (a “Tax Effect Recovery Factor” or “TERF”), where such payment is considered taxable income and subject to income tax under the Internal Revenue Service (IRS) and/or a state department of revenue (State) requirements. The TERF shall be computed consistent with the methodology set forth in Ozark Gas Transmission Corp., 56 F.E.R.C ¶ 61,349 as reflected in the following formula: $TERF = (Current\ Tax\ Rate \times (Gross\ Income\ Amount - Present\ Value\ of\ Tax\ Depreciation)) / (1 - Current\ Tax\ Rate)$. The Present Value Depreciation Amount shall be computed by discounting AEP’s anticipated tax depreciation deductions with respect to the constructed property by AEP’s current weighted average cost of capital. If, based on current law, AEP determines such contribution by the Customer shall not be taxable, AEP will not charge a TERF; however, in the event that such contribution is later determined by the IRS or State tax authority to be taxable, the Customer shall reimburse AEP, the amount of the TERF, including any interest and penalty charged to AEP by the IRS and/or State. Such reimbursement is due within 30 days of the date upon which AEP notifies the Customer of such determination.

At Customer's request and expense, AEP shall file with the IRS a request for a private letter ruling as to whether any CIAC paid, or to be paid, by Customer to AEP is subject to federal income taxation. Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Customer's knowledge. AEP and Customer shall cooperate in good faith with respect to the submission of such request. AEP shall keep Customer fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS that authorizes Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. AEP shall allow Customer to attend all meetings with IRS officials about the request and shall permit Customer to prepare the initial drafts of any follow-up letters in connection with the request.

If customer shall have reimbursed AEP for the TERF, upon request by Customer and at Customer’s expense, AEP shall contest the taxability of such CIAC; provided, however, that AEP shall not be required to contest such taxability if AEP waives the payment by Customer of any amount that might otherwise be payable by Customer under this Agreement in respect of such determination.

5.3 Indemnity: To the extent permitted by law, each Party shall indemnify and save harmless the other Party and its directors, trustees, officers, employees, and agents from and against any loss, liability, cost, expenses, suits, actions, claims, and all other obligations arising out of injuries or death to persons or damage to property caused by or in any way attributable to the Delivery Point(s) and/or distribution facilities covered by this Agreement, except that a Party’s obligation to indemnify the other Party and its directors, trustees, officers, employees, and agents shall not apply to any liabilities arising solely from the other Party’s or its directors’, trustees’, officers’, employees’, or agents’ negligence, recklessness or intentional misconduct or that portion of any

liabilities that arise out of the other Party's or its directors', trustees', officers', employees', or agents' contributing negligent, reckless or intentional acts or omissions. Further, to the extent that a Party's immunity as a complying employer, under the worker's compensation and occupational disease laws of the state where the work is performed, might serve to bar or affect recovery under or enforcement of the indemnification otherwise granted herein, each Party agrees to waive such immunity. With respect to the State of Ohio, this waiver applies to Section 35, Article II of the Ohio Constitution and Ohio Rev. code Section 4123.74.

5.4 Effective Date and Term of Agreement: This Agreement shall become effective and shall become a binding obligation of the parties on the date on which the last of the following events shall have occurred (effective date):

(a) AEP and Buckeye Power each shall have caused this Agreement to be executed by their duly authorized representatives and each shall have furnished to the other satisfactory evidence thereof or Buckeye Power requested AEP to file an unexecuted service agreement.

(b) This Agreement has been accepted for filing and made effective by order of the Commission under the Federal Power Act, in which case the effective date of this Agreement shall be as specified in the said Commission order. However, if the Commission or any reviewing court, in such order or in any separate order, suspends this Agreement or any part thereof, institutes an investigation or proceeding under the provisions of the Federal Power Act with respect to the justness and reasonableness of the provisions of this Agreement or any other agreement referred to or contemplated by this Agreement, or imposes any conditions, limitations or qualifications under any of the provisions of the Federal Power Act which individually or in the aggregate are determined by AEP or Buckeye Power to be adverse to it, then AEP and Buckeye Power shall promptly renegotiate the terms of this Agreement in light of such Commission or court action. Each Party shall use its best efforts to take or cause to be taken all action requisite to the end that this Agreement shall become effective as provided herein at the earliest practicable date.

(c) The initial term of this Agreement shall continue for one year after the date the Agreement becomes effective. Thereafter, this Agreement shall automatically renew for successive terms of one year each unless either Party elects to terminate the Agreement by providing written notice of termination to the other Party at least ninety (90) days prior to the start of any renewal term.

5.5 Regulatory Authorities: This Agreement is made subject to the jurisdiction of any governmental authority or authorities having jurisdiction in the premises. Nothing contained in this Agreement shall be construed as affecting in any way the right of a Party, as the case may be, to unilaterally file with the Federal Energy Regulatory Commission an application for a change in rates, charges, classification, service or any rule, regulation or contract relating thereto under Section 205 or 206 of the Federal Power Act and pursuant to the Commission's Rules and Regulations promulgated thereunder.

5.6 Assignment: It is mutually understood and agreed that this Agreement contains the entire understanding between the Parties, that there are no oral, written, implied or other understandings or

agreements with respect to the work covered hereunder. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, as well as their respective successors and/or assigns.

Article 6. Notices

6.1 Any notice given pursuant to this Agreement shall be in writing as follows:

If to the AEP: American Electric Power Service Corporation
Managing Director, Regulated Tariffs
1 Riverside Plaza
Columbus, Ohio 43215-2373

If to Buckeye Power: Buckeye Power, Inc.
Attn: Patrick W. O'Loughlin
Vice President, Engineering & Power Supply
6677 Busch Blvd.
Columbus, Ohio 43229

6.2 The above names and addresses of any Party may be changed at any time by notice to the other Party.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed.

Buckeye Power, Inc

By: _____

Title: Vice President, Engineering & Power Supply

Date: _____

American Electric Power Service Corp.

By: _____

Dennis W. Bethel

Title: Managing Director, Regulated Tariffs

Date: _____

Attachment 1

List of AEP Power Delivery Points and Associated Charges

No.	Station/Delivery Point/Coop Name	Status7	Co.	Del Volt	Loss Type1	Mtr Volt	Loss Comp2	New Meter Cost	MONTHLY CHARGES				CHARGES FOR METERS, DISTRIBUTION, LOCAL FACILITY & RELATED SERVICES					CIAC	CIAC Credit6	MONTHLY CHARGES Net Monthly Charges
									Metering3	Mtr Rgd	Data Proc (MV-90)	Total Mtg	Local Facilities & Lines	Stations	INSTALLED COSTS					
															Total Distribution/Transmission	Local Facilities, Lines & Stations4,5				
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)=(13+14)-(16)				
Adams Rural Electric Coop, Inc.																				
1	Aberdeen	AC	CSP	12	DL	12	None		77	41	12	130	34,571	43,519	78,090	1,342	0	0	1,472	
2	Bentonville	AC	CSP	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
3	Lawshe	AC	CSP	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
4	Locust Grove	RT	DL	DL	12	None			0	0	0	0	0	0	0	0	0	0	0	
5	Panhandle	AC	CSP	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
6	Peebles	AC	CSP	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
7	Tick Ridge	AC	CSP	12	DL	12	None		77	41	12	130	15,009	32,015	47,024	798	0	0	928	
8	West Union12	RT	CSP	12	DL	12	None		0	0	0	0	0	0	0	0	0	0	0	
9	West Union12	AC	CSP	69	T	12	Calc	6,800	109	41	12	162	116,704	0	116,704	1,942	123,100	1,743	361	
	CSP Sub-Total (Adams Rural Electric)								571	287	84	942	166,284	75,534	241,818	4,082	123,100	1,743	3,282	
10	Emerald52	AC	OPCO	138	T	12	Calc		77	41	12	130	51,300	0	51,300	1,039	51,300	639	530	
11	Shawnee	AC	OPCO	12	DL	12	None		77	41	12	130	53,436	35,935	89,371	1,723	0	0	1,853	
	OPCO Sub-Total (Adams Rural Electric)								154	82	24	260	104,736	35,935	140,671	2,762	51,300	639	2,383	
	Total Adams Rural Electric Coop, Inc.								\$725	\$369	\$108	\$1,202	\$271,020	\$111,469	\$382,489	\$6,844	\$174,400	\$2,382	\$5,664	
Buckeye Rural Electric Coop, Inc.																				
12	Berlin	RT	CSP	12	DL	12	None		0	0	0	0	0	0	0	0	0	0	0	
13	Bolins Mill	AC	CSP	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
14	Echo Valley	AC	CSP	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
15	McArthur	AC	CSP	12	DL	12	None		77	41	12	130	23,086	70,190	93,276	1,572	0	0	1,702	
16	Milton	AC	CSP	138	T	12	Calc	11,200	180	41	12	233	244,200	0	244,200	4,064	255,400	3,616	681	
17	Rodney	AC	CSP	138	T	12	Calc	6,300	101	41	12	154	155,800	0	155,800	2,593	162,100	2,295	452	
18	South Webster	AC	CSP	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
19	Waterloo	AC	CSP	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
20	Wellston17	RT	CSP	12	DL	12	None		0	0	0	0	0	0	0	0	0	0	0	
21	Pine Ridge18	AC	CSP	69	T	12	Calc	2,500	40	41	12	93	0	0	0	0	0	0	93	
22	Darwin19,20	RT	CSP	12	DL	120/208	Calc		0	0	0	0	0	0	0	0	0	0	0	
	CSP Sub-Total (Buckeye Rural Electric)								706	328	96	1,130	423,086	70,190	493,276	8,229	417,500	5,911	3,448	
23	Addison	AC	OPCO	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
24	Beaver	AC	OPCO	34.5	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
25	Fayette	AC	OPCO	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
26	Meigs41	AC	OPCO	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
27	Mercerville	AC	OPCO	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
28	Patriot41	AC	OPCO	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
29	Rutland	AC	OPCO	34.5	T	34.5	None		280	41	12	333	0	0	0	0	0	0	333	
30	Scottown11	RT	OPCO	34.5	T	34.5	None		0	0	0	0	0	0	0	0	0	0	0	
31	Scottown11	AC	OPCO	138	T	12	Calc	9,000	163	41	12	216	407,000	0	407,000	6,810	416,000	5,474	1,553	
32	Sunrise	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
33	Windsor41	AC	OPCO	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
240	Bradrick37	PL	OPCO	34.5	T	34.5	None	6,610	118	41	12	171	30,000	0	30,000	502	30,000	395	278	
262	New Marshfield ⁶⁷	PL	OPCO	138	T	12	Calc	4,000	72	41	12	125	51,600	0	51,600	0	51,600	679	554	
	OPCO Sub-Total (Buckeye Rural Electric)								1,249	492	144	1,885	488,600	0	488,600	7,312	497,600	6,548	3,758	
	Total Buckeye Electric Coop, Inc.								\$1,955	\$820	\$240	\$3,015	\$911,686	\$70,190	\$981,876	\$15,541	\$915,100	\$12,459	\$7,206	
Butler Rural Electric Cooperative, Inc.																				
237	Wesley34	AC	OPCO	138	T	69	Calc	3,000	54	41	12	107	0	0	0	0	0	0	107	
	OPCO Sub-Total (Butler Rural Electric Cooperative)								\$54	\$41	\$12	\$107	\$0	\$0	\$0	\$0	\$0	\$0	\$107	
Carroll Electric Coop, Inc.																				
34	Amsterdam	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
35	Atwood	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
36	Leesville ⁶⁹	AC	OPCO	69	T	12	Calc		89	41	12	142	0	0	0	0	0	0	142	
37	Malvern	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
38	Merrick	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
39	Mohawk	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
40	Petersburg	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
41	Ross	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
42	Springfield	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
43	Sugar Grove	AC	OPCO	69	T	12	Calc		77	41	12	130	37,000	0	37,000	750	37,000	461	419	
44	Summitville	AC	OPCO	23	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
45	Washington28	RT	OPCO	12	DL	12	None		0	0	0	0	0	0	0	0	0	0	0	
	OPCO Sub-Total (Carroll Electric Coop, Inc.)								\$859	\$451	\$132	\$1,442	\$37,000	\$0	\$37,000	\$750	\$37,000	\$461	\$1,731	
Consolidated Electric Coop																				
46	Lott	AC	CSP	34.5	DL	34.5	None		280	41	12	333	102,718	83,690	186,408	3,237	0	0	3,570	
47	Sunbury	AC	CSP	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
48	Zeigler (New)	AC	CSP	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
	CSP Sub-Total (Consolidated Electric)								434	123	36	593	102,718	83,690	186,408	3,237	0	0	3,830	
49	Bloomfield	AC	OPCO	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
	OPCO Sub-Total (Consolidated Electric)								77	41	12	130	0	0	0	0	0	0	130	
	Total Consolidated Electric Coop								\$511	\$287	\$84	\$1,316	\$205,436	\$167,380	\$372,816	\$3,237	\$0	\$0	\$3,960	
Firelands Electric Coop, Inc.																				
50	Boughtonville	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	

51	Nova II	AC	OPCO	12	DL	12	None	77	41	12	130	0	0	0	0	0	0	130	
52	South	AC	OPCO	12	DL	12	None	77	41	12	130	3,528	33,978	37,506	677	0	0	807	
245	Greenwich																		
	Stuart Chase	PL	OPCO	69	T	12	Calc	5,000	89	41	12	142	30,700	0	30,700	622	30700	382	382
	OPCO Sub-Total (Firelands Electric Coop, Inc)							\$320	\$164	\$48	\$532	\$34,228	\$33,978	\$68,206	\$1,299	\$30,700	\$382	\$1,449	
Frontier Power Company																			
53	Auburn25	AC	OPCO	69	T	12	Calc	2,000	36	41	12	89	0	0	0	0	0	89	
54	Bakersville	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
55	Coshocton	AC	OPCO	34.5	T	34.5	None	280	41	12	333	0	0	0	0	0	0	333	
56	Empire Coal	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
57	Jackson	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
58	Jefferson	AC	OPCO	34.5	T	34.5	None	280	41	12	333	0	0	0	0	0	0	333	
59	Manning	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
60	Stone Creek	AC	OPCO	34.5	T	34.5	None	280	41	12	333	0	0	0	0	0	0	333	
61	Tunnel Hill	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
62	West Lafayette	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
	OPCO Sub-Total (Frontier Power Co.)							\$1,338	\$410	\$120	\$1,868	\$0	\$0	\$0	\$0	\$0	\$0	\$1,868	
Guernsey-Muskingum Electric Coop, Inc.																			
63	Antrim	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
64	Bethel Church	AC	OPCO	138	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
65	Cannelville	AC	OPCO	138	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
66	Chandlersville	AC	OPCO	138	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
67	Cumberland	AC	OPCO	69.0	T	12	Calc	5,000	89	41	12	142	38,000	0	38,000	770	38000	473	439
68	Dresden	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
69	East Point	AC	OPCO	138	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
70	Madison14	RT	OPCO	138	T	12	Calc	0	0	0	0	0	0	0	0	0	0	0	
71	Madison14	RT	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
72	Mt. Sterling	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
73	Newcomerstown	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
74	Route 40	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
74	Salt Fork	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
75	Senecaville	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
261	South	PL	OPCO	69	T	69	None	9,000	280	41	12	333	0	0	0	0	0	333	
	Cumberland																		
	OPCO Sub-Total (Guernsey-Muskingum Electric Coop, Inc.)							\$1,216	\$533	\$156	\$1,905	\$38,000	\$0	\$38,000	\$770	\$38,000	\$473	\$2,202	
Hancock-Wood Electric Coop, Inc.																			
76	Air Product 31	RT	OPCO	34.5	T	34.5	None	0	0	0	0	0	0	0	0	0	0	0	
77	Airport	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
78	Arlington	AC	OPCO	23	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
79	Belmore	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
80	Blanchard	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
81	Cory	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
82	East Findlay	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
83	Fostoria63	AC	OPCO	69	T	12	Calc	4,000	72	41	12	125	0	0	0	0	0	125	
84	Hatton	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
85	Henry	AC	OPCO	34.5	T	34.5	None	280	41	12	333	0	0	0	0	0	0	333	
86	Landmark	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
87	Leipsic	AC	OPCO	138	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
88	Marion	AC	OPCO	138	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
89	Portage	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
90	Shawtown	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
91	Union	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
92	Van Buren	AC	OPCO	34.5	T	12	Calc	7,000	125	41	12	178	0	0	0	0	0	178	
93	West Findlay	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
234	Liberty H29	AC	OPCO	34.5	T	12	Calc	3,000	54	41	12	107	0	0	0	0	0	107	
236	Gaithe32	AC	OPCO	34.5	T	34.5	None	5,000	89	41	12	142	0	0	0	0	0	142	
	OPCO Sub-Total (Hancock-Wood Electric Coop, Inc.)							\$1,698	\$779	\$228	\$2,705	\$0	\$0	\$0	\$0	\$0	\$0	\$2,705	
Holmes - Wayne Electric Coop, Inc.																			
94	Alpine	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
95	Buckhorn	AC	OPCO	138	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
96	Clear Creek ²¹	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
97	Drake Valley	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
98	Golden Corners ²¹	AC	OPCO	34.5	T	12	Calc	4,000	77	41	12	130	0	0	0	0	0	130	
99	Hefferline	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
100	Killbuck	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
101	Moreland	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
102	North Wayne	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
103	Plains (Benton)15	RT	OPCO	34.5	T	12	Calc	0	0	0	0	0	0	0	0	0	0	0	
104	Ripley	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
105	Stillwell	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
106	Sugar Creek	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
107	Trail	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
108	Wengerd13	RT	OPCO	34.5	T	12	Calc	0	0	0	0	0	0	0	0	0	0	0	
109	West	AC	OPCO	138	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
	Millersburg																		
	OPCO Sub-Total (Holmes-Wayne Electric Coop, Inc.)							\$1,078	\$574	\$168	\$1,820	\$0	\$0	\$0	\$0	\$0	\$0	\$1,820	
The Energy Cooperative																			
110	Beechwood	RT	CSP	34.5	DL	34.5	None	0	0	0	0	0	0	0	0	0	0	0	
111	Northridge	AC	CSP	34.5	DL	34.5	None	280	41	12	333	151,293	229,563	380,856	6,515	0	0	6,848	
112	Rolling Meadows ⁶⁶	AC	CSP	34.5	DL	34.5	None	4,000	72	41	12	125	97,360	218,158	315,518	5,351	0	5,475	
	CSP Sub-Total (The Energy Cooperative)							352	82	24	458	248,653	447,721	696,374	11,866	0	0	12,324	
113	Apple Valley	AC	OPCO	138	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
114	Bladensburg	AC	OPCO	138	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
115	Brandon (7/2003)	AC	OPCO	69	T	12	Calc	23	41	12	76	0	0	0	0	0	0	76	
115	Flint Ridge	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	

116	Hebron	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
117	Hickman	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
118	Highwater	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
119	Hunt10	RT	OPCO	69	T	69	None	0	0	0	0	0	0	0	0	0	0	0	0
120	Jacksontown	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
121	Loudonville	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
122	Martinsburg (7/2003)	AC	OPCO	69	T	12	Calc		23	41	12	76	0	0	0	0	0	0	76
122	Mt. Vernon	AC	OPCO	69	T	69	None	280	41	12	333	0	0	0	0	0	0	0	333
123	N. Liberty	AC	OPCO	69	T	69	None	280	41	12	333	0	0	0	0	0	0	0	333
124	Palmyra	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
125	Reform North	AC	OPCO	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
126	Reform South	AC	OPCO	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
127	St. Louisville	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
128	Welsh Hills	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
246	North Liberty45	PL	OPCO	69	T	12	Calc	5,000	89	41	12	142	30,000	0	30,000	608	30,000	374	376
248	Hazelton50	PL	OPCO	138	T	12	Calc	8,000	143	41	12	196	49,000	0	49,000	993	49,000	610	578
252	Blacklick Creek	PL	OPCO	138	T	12	Calc	9,000	161	41	12	214	1,362,100	0	1,362,100	27,594	1,362,100	16,969	10,838
	OPCo Sub-Total (The Energy Cooperative)							1,839	820	240	3,060	1,441,100	0	79,000	29,194	1,441,100	17,954	14,301	
	Total The Energy Cooperative							\$2,399	\$902	\$264	\$3,726	\$1,689,753	\$447,721	\$775,374	\$41,060	\$1,441,100	\$17,954	\$26,833	
Mid-Ohio Electric Coop, Inc.																			
129	Ada	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
130	Lynn	AC	OPCO	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
131	Meeker Station27	AC	OPCO	34.5	T	12	Calc	3,000	54	41	12	107	0	0	0	0	0	0	107
132	North Kenton	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
133	Rengert	AC	OPCO	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
134	Ridgedale	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
135	Route 31	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
136	West Newton	AC	OPCO	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
137	Wildcreek	AC	OPCO	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
235	Uncapher30	AC	OPCO	69	T	12	Calc	3,000	77	41	12	130	0	0	0	0	0	0	130
	OPCO Sub-Total (Mid-Ohio Electric Coop, Inc.)							\$747	\$410	\$120	\$1,277	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,277
Midwest Electric, Inc.																			
138	Amanda	AC	OPCO	34.5	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
139	Bluelick	AC	OPCO	34.5	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
140	Elida	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
141	Jonestown	AC	OPCO	12	DL	12	None		77	41	12	130	70,111	57,550	127,661	2,446	0	0	2,576
142	Kossuth	AC	OPCO	12	DL	12	None		77	41	12	130	27,940	72,067	100,007	1,850	0	0	1,980
143	Moulton	AC	OPCO	12	DL	12	None		77	41	12	130	0	0	0	0	0	0	130
144	Rockport	AC	OPCO	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
145	Spencerville	AC	OPCO	12	DL	12	None		77	41	12	130	25,096	21,872	46,968	898	0	0	1,028
242	Hauss- Cridersville39	PL	OPCO	69	T	12	Calc	6,610	118	41	12	171	156,930	0	156,930	3,179	156,930	1,955	1,395
	OPCO Sub-Total (Midwest Electric, Inc.)							\$734	\$328	\$96	\$1,040	\$280,077	\$151,489	\$431,566	\$8,373	\$156,930	\$1,955	\$7,629	
North Central Electric Coop, Inc.																			
146	Bascom64	AC	OPCO	69	T	12	Calc	4,000	72	41	12	125	45,200	0	45,200	916	45,200	563	477
147	BOC Gases	AC	OPCO	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
148	Carey	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
149	Hinesville	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
150	Jackson	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
151	Nevada	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
152	New Washington	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
153	Republic	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
154	Rising Sun	AC	OPCO	138	T	12	Calc	5,729	102	41	12	155	0	0	0	0	0	0	155
155	Seneca	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
156	St. Stephen	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
157	Sycamore	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
162	Adrian ⁶⁵	PL	OPCO	69	T	12	Calc	4,000	72	41	12	125	45,200	0	45,200	916	45,200	563	477
	OPCO SUB-TOTAL (North Central Electric Coop, Inc.)							\$1,016	\$533	\$156	\$1,705	\$90,400	\$0	\$90,400	\$1,831	\$90,400	\$1,126	\$2,410	
North Western Electric Coop, Inc.																			
158	Mark Center	AC	OPCO	69	T	69	None	280	41	12	333	0	0	0	0	0	0	0	333
159	N Hicksville	AC	OPCO	69	T	69	None	280	41	12	333	0	0	0	0	0	0	0	333
	OPCO Sub-Total (North Western Electric Coop, Inc.)							\$560	\$82	\$24	\$666	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$666
Paulding-Putnam Electric Coop, Inc.																			
160	Alex Products	AC	OPCO	12	DL	12	None		77	41	12	130	1,677	30,002	31,679	569	0	0	699
161	Antwerp	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
162	Baseline43	AC	OPCO	138	T	12	Calc	5,000	166	82	24	272	0	0	0	0	0	0	272
163	Cecil	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
164	Columbus Grove	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
165	Continental	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
166	Convoy	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
167	Fort Brown	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
168	Ft. Jennings	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
169	Kalida	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
170	Latty	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
171	Miller City	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
172	Ottoville ⁶⁶	AC	OPCO	69	T	12	Calc	4,000	72	41	12	125	0	0	0	0	0	0	125
173	Roselms	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
174	Van Wert	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
243	Timber Switch40	AC	OPCO	138	T	138	None	80,623	1,442	41	12	1,495	0	0	0	0	80623	1,004	490
244	Blue Creek42	AC	OPCO	345	T	345	None	TBD	TBD	41	12	53	0	0	0	0	TBD	TBD	53
256	Hessen Cassel	AC	OPCO	34.5	T	12	Calc		91	41	12	144	0	0	0	0	0	0	144
257	Monroeville	AC	OPCO	12	DL	12	None		91	41	12	144	2,990	43,031	46,021	827	0	0	971

258	New Haven (St. Rd. 14)	AC	OPCO	34.5	T	34.5	None	91	41	12	144	0	0	0	0	0	0	144
259	Seiler	AC	OPCO	34.5	T	12	Calc	91	41	12	144	0	0	0	0	0	0	144
260	Herbert-Monroe	AC	OPCO	138	T	12	Calc	42	41	12	95	0	0	0	0	0	0	95
	OPCO Sub-Total (Paulding Putnam Electric Coop, Inc.)							\$3,086	\$943	\$276	\$4,305	\$4,667	\$73,033	\$77,700	\$1,396	\$80,623	\$1,004	\$4,697
South Central Power Company																		
175	Andersonville	RT	CSP	69	T	12	Calc	0	0	0	0	0	0	0	0	0	0	0
176	Budd	AC	CSP	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130
177	Clark Lakes	AC	CSP	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130
178	Clarksburg	AC	CSP	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130
179	Darbyville	AC	CSP	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130
180	Deer Creek	AC	CSP	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130
181	Duckwall	AC	CSP	69	T	69	None	280	41	12	333	0	0	0	0	0	0	333
182	Falls Road	RT	CSP	12	DL	12	None	0	0	0	0	0	0	0	0	0	0	0
183	Fruitdale	RT	CSP	12	DL	12	None	0	0	0	0	0	0	0	0	0	0	0
184	Harrison	AC	CSP	138	T	138	None	1,269	41	12	1,322	0	0	0	0	0	0	1,322
185	Idaho	AC	CSP	69	T	69	None	280	41	12	333	0	0	0	0	0	0	333
186	Junction City	AC	CSP	138	T	12	Calc	6,800	114	12	167	257,705	0	257,705	4,289	264,800	3,749	706
187	Kinderhook	RT	CSP	69	T	12	Calc	0	0	0	0	0	0	0	0	0	0	0
188	Kinnickinnick	AC	CSP	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130
189	New Fruitdale	AC	CSP	12	DL	12	None	77	41	12	130	30,949	198,751	229,700	3,828	30,646	391	3,567
190	New Market	AC	CSP	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130
191	Oletz	AC	CSP	138	T	12	Calc	125	82	24	231	10,000	0	10,000	181	10,000	128	285
192	Petersburg	AC	CSP	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130
193	Pickerington (a)	AC	CSP	138	T	69	Calc	280	41	12	333	0	0	0	0	0	0	333
	Pickerington (b)16	AC	CSP	138	T	12	Calc	7,000	112	12	124	0	0	0	0	8,597	89	35
194	Roxabell	AC	CSP	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130
195	S. Bloomingville	AC	CSP	138	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130
196	Shannon Road (a)	AC	CSP	138	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130
	Shannon Road (b)24	AC	CSP	138	T	138	None	3,000	48	12	101	0	0	0	0	0	0	101
238	Buena Vista34	PL	CSP	138	T	138	None	6,610	106	12	159	0	0	0	0	0	0	159
239	Ware Road36	PL	CSP	138	T	138	None	62,600	1,005	12	1,058	0	86,800	86,800	1,427	86,800	1,107	1,378
	CSP Sub-Total (South Central)							4,467	861	264	5,592	298,654	285,551	584,205	9,725	400,843	5,464	9,853
197	American Energy	AC	OPCO	69	T	69	None	280	41	12	333	0	0	0	0	0	0	333
198	Bannock Road	AC	OPCO	12	DL	12	None	77	41	12	130	3,695	58,744	62,439	1,121	0	0	1,251
199	Bealsville	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130
200	Enterprise	AC	OPCO	69	T	69	None	280	41	12	333	0	0	0	0	0	0	333
201	Geneva	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130
202	Lamira	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130
203	Leesville	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130
204	New Lexington	AC	OPCO	12	DL	12	None	77	41	12	130	6,682	34,779	41,461	755	0	0	885
205	Ohio Valley Coal23	AC	OPCO	69	T	69	None	3,000	54	12	107	0	0	0	0	0	0	107
206	Pipe Creek	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130
207	Powhatan Point	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130
208	Richland	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130
209	Round Bottom	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130
210	Shepherdstown	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130
211	Sinking Spring	AC	OPCO	138	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130
212	Somerset	AC	OPCO	69	T	69	None	280	41	12	333	0	0	0	0	0	0	333
213	Somerton	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130
214	Stacy	AC	OPCO	69	T	12	Calc	TBD	TBD	12	TBD	0	0	0	0	0	0	TBD
215	Stone Plant47	AC	OPCO	69	T	69	None	5,000	89	12	142	0	0	0	0	0	0	142
216	Straitsville	AC	OPCO	12	DL	12	None	2,000	36	12	89	5,488	55,715	61,203	1,104	5,600	60	1,133
217	Summerfield	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130
218	W. Lancaster	AC	OPCO	69	T	69	None	280	41	12	333	0	0	0	0	0	0	333
219	W. Millersport	AC	OPCO	138	T	138	None	1,269	41	12	1,322	0	0	0	0	0	0	1,322
220	Woodsfield - 69 kV	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130
221	Woodsfield - 12 kV9	RT	OPCO	12	DL	12	None	0	0	0	0	0	0	0	0	0	0	0
241	Switzerland TEMP38	PL	OPCO	69	T	69	None	6,610	118	12	171	115,700	0	115,700	2,344	115,700	1,441	1,074
247	Switzerland38	PL	OPCO	69	T	69	None	0	0	0	0	30,000	0	30,000	608	30,000	374	234
249	Yeager Road46	PL	OPCO	69	T	69	None	18,950	339	12	392	10,000	0	10,000	203	10,000	125	470
250	Biers Run51	PL	OPCO	69	T	12	Calc	0	77	12	53	169,000	0	169,000	3,424	169,000	2,105	1,371
250	New Market	PL	OPCO	138	T	12	Calc	77	41	12	130	412,600	0	412,600	8,359	412,600	5,140	3,348
253	Round Bottom	PL	OPCO	69	T	12	Calc	54	107	12	107	225,000	0	225,000	4,558	225,000	2,803	1,862
254	Blue Racer	PL	OPCO	138	T	138	None	10,903	195	41	248	0	0	0	0	0	0	248
255	Mount Orb	PL	OPCO	69	T	4	Calc	3,000	54	12	107	30,000	0	30,000	608	30,000	374	341
	OPCo Sub-Total (South Central)							4,839	1,271	372	6,482	1,008,165	149,238	1,157,403	23,083	997,900	12,422	17,143
	Total for South Central Power Company							\$9,306	\$2,132	\$636	\$12,074	\$1,306,819	\$434,789	\$1,741,608	\$32,808	\$1,398,743	\$17,887	\$26,996
Washington Electric Coop. Inc.																		
222	Beverly8	AC	CSP	12	DL	12	None	77	41	12	130	1,174	6,355	7,529	126	0	0	256
223	Churchtown8	AC	CSP	12	DL	12	None	77	41	12	130	6,842	40,916	47,758	797	0	0	927
224	Dart8	AC	CSP	23	T	23	None	280	41	12	333	0	0	0	0	0	0	333
225	Fly8	AC	CSP	12	DL	12	None	77	41	12	130	47,662	72,691	120,352	2,059	0	0	2,189
226	Leith Run8	AC	CSP	23	T	23	None	280	41	12	333	0	0	0	0	0	0	333

227	Lowell8	AC	CSP	23	T	23	None	280	41	12	333	0	0	0	0	0	0	333	
228	South Olive8	AC	CSP	23	T	23	None	280	41	12	333	0	0	0	0	0	0	333	
229	Watertown8	AC	CSP	23	T	23	None	280	41	12	333	0	0	0	0	0	0	333	
	CSP SUB-TOTAL							\$1,631	\$328	\$96	\$2,055	\$55,677	\$119,962	\$175,639	\$2,981	\$0	\$0	\$5,036	
	Charges (Washington Electric Coop, Inc.)																		
230	Ball Hollow	AC	OPCO	138	T	12	Calc	5,729	102	41	12	155	197,271	0	197,271	3,301	203,000	2,671	785
231	Barlett	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
232	Sarahsville	AC	OPCO	34.5	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
233	Waterford22	RT	OPCO	345	T	345	None		0	0	0	0	0	0	0	0	0	0	0
251	Magic Mountain54	PL	OPCO	138	T	4	Calc	6,000	107	41	12	160	64,278	0	64,278	1,302	64,278	801	662
253	Rouse	AC	OPCO	138	T	138	None	4,000	72	41	12	125	0	0	0	0	0	0	125
254	New South Olive	AC	OPCO	138	T	138	None	4,000	72	41	12	125	0	0	0	0	0	0	125
								\$507	\$246	\$72		\$825	\$261,549	\$0	\$261,549	\$4,603	\$267,278	\$3,472	\$1,956
	OPCO SUB-TOTAL (Washington Electric Coop, Inc.)							\$264	\$164	\$48		\$576	\$261,549	\$0	\$261,549	\$4,603	\$267,278	\$3,472	\$1,707
	Total CSP Charges							\$8,464,369	\$4,937,009	\$576,600	\$10,779,978	\$1,295,072	\$1,082,648	\$2,377,720	\$40,121	\$941,443	\$13,118	\$37,772,981	
	Total OPCo. Charges							\$21,238,372	\$8,448,200	\$2,376,400	\$31,765,215	\$3,788,522	\$443,673	\$2,870,095	\$81,373	\$3,688,831,592,031	\$46,437,45,195	\$67,979,68,239	
	Data Processing Services																	\$1,000	
	Total Monthly Charges for Buckeye Power							\$29,389,741	\$10,127	\$2,976,000	\$42,535,993	\$5,083,594	\$1,526,321	\$5,247,815	\$121,493	\$4,630,274,533,474	\$59,556,58,314	\$106,752,107,219	

Notes:

- T = Transmission delivery losses per OATT (presently at 3.3%). DL (Delivery from primary distribution line) = T+ additional 2% of amounts received for transmission to Buckeye Delivery Points (DP).
- Calc = Where measurement is by meters at the low side of a customer owned transformer, the kW and kVAR loads will be adjusted for transformer losses calculated based on impedance characteristics of the customer's equipment and measured power flow. The calculation of transformer losses will be made as part of the MV90 monthly meter data translation. If the required transformer impedance characteristics are unavailable for any DP in any month, kW losses will be estimated as 1% and kVAR losses will be estimated as 10% of the measured quantities. The expected nominal meter point voltage may be used in such calculations if voltage measurement is not available. None = Delivery point metered at delivery voltage.
- Meter charges based on estimated cost of CTs and PTs, trended from current cost to year of install using Handy Whitman Index for Account 353 plus current meter costs.
- Monthly charges based on leveled annual carrying charge rates of 21.46% for OPCo and 19.27% for CSP
- Distribution line and station charges include agreed allocation of lines and stations plus delivery point facilities (e.g., Switches, poles, spares, lightning arresters) provided by OPCo and CSP. OPCo leveled annual carrying charge rates are 24.31% for lines and 21.38% for station. CSP leveled annual carrying charge rates are 21.74% for line and 19.73% for station.
- Transmission line and station charges include delivery point facilities (e.g., Switches, poles, spares, lightning arresters) provided by OPCo and CSP. OPCo leveled annual carrying charge rates are 20.08% for lines and 19.75% for station. CSP leveled annual carrying charge rates are 19.97% for line and 20.35% for station.
- Contribution-in-aid of construction (CIAC) made by Buckeye members reduce monthly charges. Credit reflects portions of Carrying Charge rates, not applicable for customer-supplied capital (e.g. return, property tax, income tax, depreciation), of 14.95% for OPCo and 15.31% for CSP for Distribution and of 15.79% for OPCo and 16.99% for CSP for Transmission.
- Status: AC = Active Delivery Points, NO = Normally Open operated Delivery Points, PL = Future Delivery Points, BU = Backup Delivery Points, RT = Retired Delivery Points
- CSP Charges for New Delivery Points (No. 222 - 229) of Washington Electric Coop, Inc. to become effective Jan. 1, 2006. Status corrected from "PL" to "AC" April 2009.
- Retirement of Existing Woodfield - 12 kV sub-metering (No. 221) of South Central Power Company to be effective Feb. 1, 2006
- Retirement of Existing Hunt - 69 kV metering (No. 117) of Licking Rural Electrification, Inc. to be effective April 1, 2006
- Retirement of Existing Scottown 34.5 kV metering (No. 28) and activation of New Scottown 12 kV metering (No. 29) of Buckeye Rural Electric Coop., Inc. to be effective May 1, 2006
- Retirement of Existing West Union 12 kV Delivery Voltage and 12 kV metering (No. 8) and activation of new West Union 69 kV Delivery Voltage and 12 kV metering (No. 9) of Adams Rural Electric Coop., Inc. to be effective July 1, 2006
- Retirement of Existing Wengerd 34.5 kV Delivery Voltage and 12 kV Metering (No. 106) of Holmes-Wayne Electric Coop, Inc. to be effective September 1, 2006
- Retirement of Existing Madison 138 kV Delivery Voltage and 12 kV Metering (No. 68) of Guernsey-Muskingum Electric Coop, Inc. to be effective November 1, 2006
- Retirement of Existing Plains 34.5 kV Delivery Voltage and 12 kV Metering (No. 101) of Holmes-Wayne Electric Coop, Inc. to be effective June 1, 2007
- Activation of new 12 kV meter for existing Pickerington Delivery Point of South Central Power Company to be effective July 1, 2007
- Retirement of Existing Wellston 12 kV Delivery Voltage and 12 kV Metering (No. 20) of Buckeye Rural Electric Coop., Inc. to be effective September 1, 2007
- Activation of Pine Ridge 69 kV Delivery Voltage and 12 kV Metering (No. 21) of Buckeye Rural Electric Coop., Inc. to be effective once construction is completed. Meter cost estimated will be adjusted when found.
- Activation of temporary Darwin 12 kV Delivery Voltage and 120/208 volt Metering (No. 22) of Buckeye Rural Electric Coop., Inc. to be effective May 9, 2008.
- Retirement of Existing Darwin 12 kV Delivery Voltage and 120/208 volt Metering (No. 22) of Buckeye Rural Electric Coop., Inc. to be effective August 1, 2008.
- Activation of Stone Plant 69 kV Delivery Point (No. 213) of South Central Power Company to be effective December 31, 2008.
- Retirement of Existing Waterford 345 kV Delivery Point (No. 233) of Washington Electric Coop, Inc. became effective the end of January 2009, which did not change the net monthly charges.
- Activation of Ohio Valley Coal 69 kV Delivery Point (No. 205) of South Central Power Company to be effective July, 2009 or at actual in-service date, if different. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- Activation of Shannon Road (b) 138 kV Delivery Point (No. 196) of South Central Power Company to be effective July, 2009 or at actual in-service date, if different. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- Upgraded Auburn Delivery Point (No. 53) of Frontier Power Company from 34.5 Delivery Voltage to 69 kV, and 34.5 kV Metering to 12 kV, which became effective April, 2009. The total monthly charges become effective May, 2009 and will be adjusted to reflect actual costs, if needed.
- Activation of Straitsville 12 kV Delivery Point (No. 216) of South Central Power Company to be effective July, 2009 or at actual in-service date, if different. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- Activation of Meeker Station 34.5 kV Delivery Point (No. 131) of Mid-Ohio Energy Coop., Inc. to be effective August, 2009 or at actual in-service date, if different. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- Retirement of Existing Washington 12 kV Delivery Point (No. 45) of Carroll Electric Coop, Inc. to be effective October 1, 2009.
- Activation of Liberty Hi Station 34.5 kV Delivery Point (No. 234) of Hancock-Wood Electric Coop, Inc. to be effective June, 2010 or at actual in-service date, if different. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- Activation of Unapher Station 69 kV Delivery Point (No. 235) of Mid-Ohio Electric Cooperative, Inc. to be effective March, 2011 or at actual in-service date, if different. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- Retirement of Existing Air Products 34.5 kV meter of Hancock-Wood Electric Coop, Inc. to be effective June 1, 2010.
- Activation of Galatea 34.5 kV Delivery Point (No. 236) of Hancock-Wood Electric Coop, Inc. to be effective February, 2011 or at actual in-service date, if different. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- Activation of Buena Vista 138 kV Delivery Point (No. 238) of South Central power Company to be effective April, 2012 or at actual in-service date, if different. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.

- 34 Activation of Wesley 138 kV Delivery Point (No. 237) of Butler Rural Electric Cooperative, Inc. to be effective December, 2011 or at actual in-service date, if different. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- 35 Data processing service fee is associated with customized monthly load reports for each delivery point.
- 36 Activation of Ware Rd 138 kV Delivery Point (No. 239) of South Central Power Company to be effective August, 2012 or at actual in-service date, if different. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- 37 Activation of Bradrick 34.5 kV Delivery Point (No. 240) of Buckeye Rural Electric Coop, Inc. to be effective September, 2012 or at actual in-service date, if different. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- 38 Activation of Switzerland 69 kV Delivery Point (No. 241) of South Central Power Company. The total monthly charges for temporary and permanent service will become effective the month following the in-service date of each stage and adjusted to reflect actual costs, if needed. The monthly charges shown for the Switzerland Delivery Point are for separate charges for the temporary and permanent service. The temporary service facility charges (Switzerland TEMP) will be placed in service first. The incremental increase for the permanent service (Switzerland) will be added to the temporary charges when the permanent service is placed in service. The monthly facility cost included in the South Central Power total is for the permanent service.
- 39 Activation of the Hauss-Cridersville Delivery Point (No. 242) of Midwest Electric, Inc.. The total monthly charges include facilities for the permanent service, as well as facilities installed per the customer's request. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- 40 Activation of the Timber Switch Delivery Point (No. 243) of Paulding Putname Electric Cooperative, Inc. (PPEC) to be effective July 1, 2011. Pursuant to PJM Generation Queue Position R49, AEP's Timber Switch station constructed by a Wind Farm which is physically located in PPEC's service territory. PPEC will utilize the existing metering to transfer data to PPEC's meter located outside of AEP's Timber Switch Substation. In addition to the meter Reading and Data Processing charges, AEP will also calculate an Operation and Maintenance charge as described in the Facilities Agreement once the actual installed costs of the metering facilities are known.
- 41 Upgrades at the existing Meigs Delivery Point (No. 26), Patriot Delivery Point (No. 28), and Windsor Delivery Point (No. 33) of Buckeye Rural Electric Coop, Inc.. There is no change to the monthly charge associated with the upgrades.
- 42 Activation of the Blue Creek Delivery Point (No. 243) of Paulding Putname Electric Cooperative, Inc. (PPEC) to be effective September 1, 2011. Pursuant to PJM Generation Queue Position R60, Blue Creek station was constructed by a Wind Farm which is physically located in PPEC's service territory. PPEC will utilize the existing metering to transfer data to PPEC's meter located outside of Blue Creek Substation. In addition to the meter Reading and Data Processing charges, AEP will also calculate an Operation and Maintenance charge as described in the Facilities Agreement once the actual installed costs of the metering facilities are known.
- 43 Addition of a second meter for a new transformer at the existing Paulding Putname Electric Cooperative, Inc. Baseline Delivery Point (No. 162).
- 44 Activation of the Stuart Chase Delivery Point (No. 245) of Firelands Electric Cooperative, Inc.. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- 45 Activation of the North Liberty Delivery Point (No. 246) of The Energy Cooperative. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- 46 Activation of the Yeager Road Delivery Point (No. 247) of South Central Power Company. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- 47 Modification to the Stone Plant Delivery Point (No. 215) of South Central Power Company. The revised total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- 48 Upgrade and relocate to the Cumberland Delivery Point (No. 67) of Guernsey Muskingum Electric Cooperative. The revised total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- 49 Upgrade to existing Stacy Delivery Point (No. 214) and Sugar Grove Delivery Point (No. 43). The revised total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- 50 Retirement of existing Beechwood Delivery Point (110) and establish the new Hazelton Delivery Point (248) to serve the Beechwood load. The revised total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- 51 Retirement of existing Kinderhook Delivery Point (175) and Andersonville Delivery Point (187) and establish the new Biers Run Delivery Point (249). The revised total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- 52 Modification to the Emerald Delivery Point (10) of Adams Rural Electric Cooperative. The revised total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- 53 Retirement of existing 69 kV New Market Delivery Point (190) and establish the 138 kV New Market Delivery Point. The revised total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- 54 Activation of new Blacklick Creek Delivery Point (41-36) of The Energy Cooperative. The revised total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- 55 Activation of new Magic Mountain Delivery Point (93-13) of Washington Electric Cooperative. The revised total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- 59 Activation of the Mount Orb Delivery Point (32-37) of South Central Power Company. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- 60 Incorporation of Paulding Putnam's existing Hessen Cassel, Monroeville, New Haven, Seiter, and Herbert-Monroe Delivery Points. These delivery points previously procured transmission service from Wabash Valley Power but will be served ~~seped~~ by Buckeye Power effective January 1, 2015.
- 61 Activation of the South Cumberland Delivery Point (86-T17) of Guernsey Muskingum Electric Coop, Inc. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- 62 Upgrade to existing Obetz Delivery Point (65-33) of South Central Power Company. The revised total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- 63 Upgrade to existing Fostoria Delivery Point (87-11) of Hancock-Wood Electric Coop, Inc. The revised total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- 64 Upgrade to existing Bascom Delivery Point (60-11) of North Central Electric Coop, Inc. The revised total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- 65 Activation of the Adrian Delivery Point (60-15) of North Central Electric Cooperative Inc. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- 66 Upgrade to existing Rolling Meadows Delivery Point (41-06) of The Energy Cooperative. The revised total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- 67 Activation of the Adrian Delivery Point (88-25) of Buckeye Rural Electric Cooperative, Inc. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- 68 Upgrade to existing Ottoville Delivery Point (39-05) of Paulding Putnam Electric Cooperative. The revised total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- 69 Upgrade to existing Leesville Delivery Point (39-05) of Carroll Electric Cooperative, Inc. The revised total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
-
- 70 Relocation of existing Somerset Delivery Point (65-20) of South Central Power Company. The revised total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- 71 72 —Activation of the new Rouse (93-17) and New South Olive (93-16) delivery points of Washington Electric Cooperative. The total monthly charges will become effective the month following the in-service dates and adjusted to reflect actual costs, if needed.
-
- 73 74 Upgrade to existing Clear Creek (31-08) and Golden Corners Delivery Point (31-18) of Holes Wayne Electric Co-op. The revised total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
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Note: Drawings for new and/or updates to existing Delivery Points will be part of Attachment 2 in future FERC filings

Facilities, Operation, Maintenance and Repair Services

When AEP asserts an operational or system security necessity requiring that AEP provide operation & maintenance (“O&M”) and repair services for Customer-owned equipment at any Delivery Point, the customer shall have the right to request that AEP perform such services under the provisions herein below and on the cost of service basis reflected in the Formula Rate contained in Attachment 4. When an existing O&M agreement between the Parties which also utilizes a Formula Rate expires or is terminated by mutual agreement or otherwise, unless otherwise agreed, the services provided by AEP under such agreement, if they continue, shall be brought under this Agreement.

Service pursuant to this Attachment 3 shall be based on terms and conditions described below:

1. This Operation & Maintenance and Repair Agreement shall cover the delivery and/or switching facilities currently listed on Exhibit A, attached hereto and made a part hereof, and any other delivery and/or switching facilities that are brought hereunder in accordance with the procedure hereinafter provided.
2. Subject to the terms and conditions contained herein, AEP agrees to test, maintain and repair the facilities in Exhibit A so as to assure the satisfactory and reliable operation of said facilities, all in accordance with good industry standards and practice. AEP further agrees to perform any additional testing, maintenance, repairs and/or replacements requested from time to time by Buckeye.
3. AEP agrees to furnish all supervision, labor, tools conveyances and equipment necessary for carrying out the work covered for facilities described in Exhibit A and further agrees to furnish all materials required to do the work except those materials that Buckeye feels are in its best interests to furnish.
4. All work shall be performed during the standard 40-hour work week, but, in the event that operating or emergency conditions warrant, overtime work can be authorized either in writing or verbally (in the case of emergency work) by Transmission Customer’s representative.
5. AEP will render invoices to Transmission Customer, on forms acceptable, at suitable intervals to be mutually agreed upon by the parties.
6. Transmission Customer agrees to promptly pay AEP the actual costs of any and all testing, maintenance, repairs and/or replacements performed pursuant to the terms and conditions of this Services Agreement, including the costs associated with labor, materials, equipment, overheads, taxes and other services incurred by AEP in performing the work, when presented with satisfactory evidence of the cost of such work.
7. The facilities covered in this Agreement may be extended or otherwise modified by attaching one or more numbered supplemental Facility Requests (attached herewith as Exhibit A No.1), which show the additional facilities or changed equipment to be thereafter covered by this Contract. Such supplements shall be effective as of the date of final execution thereof and shall be attached to all executed copies of this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Service and Repair Agreement to be duly executed

BUCKEYE POWER, INC.

By: _____

Title: _____

AMERICAN ELECTRIC POWER SERVICE CORPORATION
As Agent for the AEP Operating Companies

By: _____

Title: Managing Director, Regulated Tariffs

Date: _____

AMERICAN ELECTRIC POWER
**FORMULA RATE FOR FACILITY CONSTRUCTION
OPERATION AND MAINTENANCE**

General

The formula rate contained in this document applies when construction, operation and/or maintenance activities are performed for non-AEP Parties, under circumstances precluding the charging of a profit margin. The American Electric Power Companies¹ (AEP) will recover costs for such operation and maintenance activities through bills which reflect the cost AEP has incurred in six categories, namely: 1) materials, 2) labor, 3) equipment, 4) outside services, 5) engineering and administration, and 6) taxes.

AEP charges its costs for construction, operation and maintenance activities on behalf of others to special work orders which accumulate the costs to be billed. As a result of these accounting procedures, the charges billed to non-AEP Parties are not reflected in AEP's transmission, operation, maintenance, or plant accounts.

However, the costs which AEP incurs and bills in such cases are the kinds of costs which would be assignable to the following FERC Uniform System of Accounts if they were incurred in connection with AEP's owned property:

Operation and Maintenance - Transmission Operation and Maintenance Expenses

- 560 - Operation Supervision and Engineering
- 562 - Station Expenses
- 563 - Overhead Line Expenses
- 566 - Miscellaneous Transmission Expenses
- 568 - Maintenance Supervision and Engineering
- 569 - Maintenance of Structures
- 570 - Maintenance of Station Equipment
- 571 - Maintenance of Overhead Lines

Construction - Transmission Plant Costs

- 352 - Structures and Improvements
- 353 - Station Equipment
- 397 - Communications Equipment
- 108 - Accumulated Provision for Depreciation

¹. AEP Ohio Transmission Company, Appalachian Power Company, Indiana Michigan Power Company, Kentucky Power Company, Kingsport Power Company, Ohio Power Company, and Wheeling Power Company, all of which are now doing business as AEP.

All Activities - Administrative, General and Other Expenses

920 - Administrative and General Salaries
408 - Taxes Other Than Income Taxes

The charges billed for maintenance in each of the previously identified six categories are discussed in order below.

1. Materials

Materials charges are made in four sub-categories: 1) direct material costs (DM), which may be delivered direct from vendors to the job site (VDM) or issued from company stores (SDM), 2) purchasing expenses (PE), 3) stores expenses (SE), and 4) exempt minor materials (EM). The latter three costs are charged using material loading rates.

Direct material costs are vendor invoiced charges for items, other than exempt minor materials, which are used for Generating Company maintenance. Purchasing expenses are material overhead costs incurred in selecting and ordering materials. Stores expenses are the costs of performing the stores function. Exempt minor materials are low cost expendable materials, supplies, and hand tools used in Transmission and Distribution construction, maintenance, or operations.

Material items which are delivered direct from the vendor to the job site (VDM) are charged at cost, plus a purchasing loading rate (plr) of 1%, up to a maximum of \$150 per invoice. Materials issued from company storerooms for individual work orders (SDM) are charged at cost, plus a combined stores/purchasing loading rate (slr) and an exempt minor materials loading rate (mlr).

Projected annual stores and exempt minor materials costs are divided by projected annual costs of stores issued materials (SDM + EM) to determine projected stores and exempt minor materials loading rates. The rates are reviewed monthly and adjusted as required in order to clear current year stores expense and exempt minor materials costs to the accounts charged with the materials issued.

In symbolic format, the charges for materials are calculated as follows:

$$M = DM + [VDM \times (\text{plr}), \text{ up to } \$150/\text{bill}] + SDM \times (1 + (\text{mlr})) \times (\text{slr})$$

2. Labor

Labor is charged to Generating Company maintenance work orders in three parts - direct labor (DL), fringe labor costs (FL), and miscellaneous out-of-pocket employee expenses (ME). Direct labor charges reflect the actual work hours (whr) and basic hourly rates of pay (hrp) for the personnel that are directly involved; i.e., $DL = (\text{whr}) \times (\text{hrp})$. Fringe labor costs for vacation, holiday, sick leave, and other paid time away, plus payroll taxes, insurance, workers'

compensation, pension, and savings plan expenses are recovered through labor loading rates (llr) which are developed by dividing fringe labor costs by earned payroll. The labor loading rates are reviewed monthly and adjusted, as needed, to clear fringe labor costs yearly.

In symbolic format, the charges for labor are calculated as follows:

$$L = DL + FL + ME = DL \times (1 + llr) + ME$$

3. Equipment

Equipment (E), primarily vehicles, used in the performance of maintenance are charged based on actual hours of usage (aeu) and hourly equipment cost rates (ecr). Cost of purchasing, leasing, and operating equipment, by equipment class, are collected in clearing accounts and divided by total hours of usage by class to develop the equipment cost rates. Equipment cost rates are reviewed quarterly and adjusted, as needed, to clear the cost of equipment.

In symbolic format, equipment charges are calculated as follows:

$$E = (aeu) \times (ecr)$$

4. Outside Services

The actual amount of invoices received from vendors for restorative and other maintenance services (S) performed by third parties for AEP on behalf of the Generating Company are charged in maintenance billings by AEP.

5. Engineering and Administration

Engineering and administrative overhead loading rates are used to allocate engineering, supervision, and administrative overhead costs not assigned to specific project work orders. AEP uses separate loading rates for AEP Service Corporation engineering ($SCE_{t\&d}$) and operating company construction overhead costs (CCO). A complete description of the costs recovered through the loading rates is provided in Note 1 to page 218 of each AEP Company's FERC Form-1 Report. A copy of that note is included as the last page in this Appendix G.

As the description of Construction Overhead Procedure shows, the CCO and $SCE_{t\&d}$ loading rates (cclr and $sclr_{t\&d}$, respectively) are derived in the normal course of business for the purpose of capturing the portions of AEP Service Corporation engineering and operating company construction overhead costs which are incurred in connection with transmission and distribution (T&D) plan construction. The cclr and $sclr_{t\&d}$ are reviewed monthly and updated, as needed, to clear the respective engineering and administrative overhead costs yearly.

In symbolic for, the engineering and administration overhead costs (O) are calculated as follows:

$$O = CCO + SCE_{t\&d}$$

$$\begin{aligned} \text{Where CCO} &= (M + L + E + S) \times cclr \\ \text{and } SCE_{t\&d} &= (M + L + E + S + CCO) \times sclr_{t\&d} \end{aligned}$$

6. Taxes

The total taxes charged to the Generating Company will be the sum of receipts and other taxes incurred.

$$\text{i.e.: } T = RT + OT$$

Summary of Charges

The total Operation and Maintenance (O&M) charges under this Agreement in symbolic form are:

$$O\&M = M + L + E + S + O + T$$

Where M, L, E, S, O, and T are calculated as explained in Sections 1 through 6 above, respectively.

General Description of Construction overhead Procedure:

1A. Engineering and Supervision (American Electric Power Service Corporation)

(a) Overheads "Engineering, Technical and Drafting Services" are engineering services performed by the Engineering Department of American Electric Power Service Corporation (AEPSC).

(b) In accordance with provisions of a service agreement between American Electric Power Service Corporation (AEPSC) and the respondent, approved by the Securities and Exchange Commission February 19, 1981, salaries, expenses and overheads of AEPSC personnel directly relating to construction activities are collected by means of a work order system and billed to the respondent as:

- (1) Identifiable costs, generally relating to major construction projects, for which timekeeping and other specific cost identification is economically feasible, and
- (2) Non-identifiable costs, generally relating to numerous small construction projects, for which timekeeping and other specific cost identification are not economically feasible.

(c) Charges billed by AEPSC as (b)(1) above are charged directly by respondent to the applicable specific construction projects. Charges billed by AEPSC as (b)(2) above are allocated to all applicable construction projects proportionate to the direct costs charged to such projects.

(d) A uniform rate is applied to all subject construction expenditures.

(e) See (d) above.

(f) See (c) above.

1B. Company Construction Overheads in its own Operating Division, Engineering Department and System Office Departments

(a) Charges representing cost of Company's Engineering Supervision and related drafting and technical work.

(b) On basis of time and work studies.

(c) Spread to accounts in proportion to dollar value on construction for those classes of construction accounts to which these overheads are considered to be applicable.

(d) For each class of overheads the same percentage is used for all types of construction.

(e) Not applicable. See (d) above.

(f) Shown on page 217.

1C. Company Construction Overheads in Administrative and General Departments

(a) Proportion of Administrative and General Expenses representing salaries and expenses of General Office and Managerial employees applicable to construction.

(b) Partly on basis of time and work studies.

(c) Spread to accounts in proportion to dollar value of construction for those classes of construction accounts to which these overheads are considered to be applicable.

(d) For each class of overheads the same percentage is used for all types of construction.

(e) Not applicable. See (d) above.

(f) See note (c) above

Attachment B

Service Agreement No. 1336 and Facilities Agreements (Clean Format)

Service Agreement for
Interconnection and Local Delivery
between
American Electric Power Service Corporation
and
Buckeye Power, Inc.

July 17, 2018

Interconnection and Local Delivery Service Agreement

This Agreement is entered into this 30th day of August, 2005, by and between Buckeye Power, Inc. (“Buckeye Power” or “Customer”), and American Electric Power Service Corporation, as Designated Agent for the AEP Companies¹ (“AEP”), being sometimes herein referred to collectively as the “Parties” or singularly as a “Party”. In consideration of the mutual covenants and agreements herein, it is agreed as follows:

WITNESSETH:

WHEREAS, the AEP companies are wholly owned subsidiaries of American Electric Power Company, Inc., owning and operating, *inter alia*, electric facilities for, and engaged in, the generation, transmission, distribution, and sale of electric power and energy;

WHEREAS, Buckeye Power is a corporation not for profit organized and existing under the laws of the State of Ohio which provides a source of electric power and energy for distribution and use within the State of Ohio by its membership, which presently consists of twenty five non-profit corporations operating on a cooperative basis in said state; and

WHEREAS, PJM Interconnection, L.L.C. (“PJM”), is a Regional Transmission Organization (“RTO”), offering transmission service to eligible customers, and having functional control over the AEP East Zone transmission network upon integration of AEP’s East Zone into PJM (“Transmission Provider”); and

WHEREAS, the Parties wish to establish the terms and conditions of the local delivery services that AEP will provide to Customer in coordination with the transmission service that will be provided by the PJM RTO;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants set forth herein, the Parties agree as follows:

¹ The AEP Companies include: AEP Ohio Transmission Company, Appalachian Power Company, Indiana Michigan Power Company, Kentucky Power Company, Kingsport Power Company, Ohio Power Company, Wheeling Power Company, all of which also do business as AEP.

Article 1. Applicable Tariffs

1.1 Applicability of Tariffs: During the term of this Agreement, as it may be amended from time to time, AEP agrees to provide Interconnection and Local Delivery Services for the Customer, and the Customer agrees to pay for such services the charges identified in Attachment 1 hereto and such other charges as shall be applicable hereunder, in accordance with this Agreement, the applicable provisions of the Open Access Transmission Tariff of the AEP System (“AEP Tariff”), and, as to certain provisions referenced herein, the Open Access Transmission Tariff of the PJM RTO (“PJM Tariff”), as each tariff shall at any time during the term of this Agreement be on-file and accepted by the Federal Energy Regulatory Commission (“Commission”), including any applicable Schedules and Attachments appended to such tariffs. Interconnection and Local Delivery Services means services described herein which are subject to the jurisdiction of the Commission but not provided by the PJM RTO under the PJM Tariff. AEP shall not provide any services or make any charges hereunder that are provided or charged by the PJM RTO under the PJM Tariff.

1.2 Governance over Conflicts: The terms and conditions of such Interconnection and Local Delivery Services shall be governed by this Agreement and the AEP Tariff, as it exists at the time of this Agreement, or as hereafter amended. The AEP Tariff, as it currently exists or as hereafter amended, is incorporated in this Agreement by reference. In the case of any conflict between this Agreement and the AEP Tariff or the PJM Tariff, the AEP Tariff or the PJM Tariff shall control, except that the PJM Tariff shall control if the AEP Tariff and the PJM Tariff are in conflict.

Article 2. Delivery Points

2.1 Existing Delivery Points: Unless the Parties shall subsequently otherwise agree, the existing facilities connecting the Customer’s Members power delivery facilities to the AEP power delivery facilities (“Delivery Points”) listed in Attachment 1, and illustrated in corresponding one line diagram(s) contained in Attachment 2, shall be continued in service. The Customer and AEP shall endeavor to operate their respective facilities in continuous synchronism through such Delivery Points as shall from time to time be established by mutual agreement between the Parties. AEP and the Customer, to the extent practicable, shall each maintain the facilities on their respective sides of such points, and future points of delivery as may be established from time to time in accordance with Good Utility Practice, in order that said facilities will operate in a reliable and satisfactory manner, and without material reduction in their intended capacity or purpose.

If the function of any such facility is impaired or the capacity of any point of delivery is reduced or such synchronous operation at any point of delivery becomes interrupted, either manually or automatically, as a result of *force majeure* or maintenance coordinated by the Parties, AEP and the Customer shall cooperate to remove the cause of such impairment, interruption or reduction, so as to restore normal operating conditions expeditiously, it being understood that this or any other provision of this Agreement, notwithstanding, AEP shall retain the sole responsibility and authority for operating decisions as they relate to the integrity and security of the AEP system.

2.1.1 Interruption or Reduction of Service at the Delivery Points: The continuity of service at any Delivery Point provided under this Agreement may be interrupted or reduced, (a) by operation of automatic equipment installed for power system protection, (b) after

consultation with the affected party, if practicable, at any time that a party deems it desirable for installation, maintenance, inspection, repairs, or replacement of equipment, (c) at any time that in the judgment of the interrupting party such action is necessary to protect personnel or the public, preserve the integrity of, or to prevent or limit any instability on, or to avoid a burden on, their respective system or prevent damage to equipment.

2.2 Changes in Delivery Points and Local Delivery Facilities: When it becomes necessary or desirable to make changes in the Delivery Point facilities, to upgrade, retire, replace or establish a new Delivery Point, including metering or other facilities at such location, the provisions of this Section shall apply.

2.2.1 Study Requests for Changes in Delivery Facilities: The Customer shall make requests for changes in local delivery facilities, including facility upgrades, retirements and replacements, or the establishment of any new Delivery Point, in writing to AEP, delivered by post or electronic mail (email) to Director, Transmission and Interconnection Services, and Manager, East Area Transmission Planning. AEP shall likewise respond to such requests in writing, by post or email. A request for a new Delivery Point or modification of an existing Delivery Point should include, at a minimum, the following information:

- a) Nature of the change such as: modifications to an existing Delivery Point, new Delivery Point, increased capacity, and retirement, etc.;
- b) Location of the Delivery Point;
- c) Voltage class of the Delivery Point;
- d) Specific AEP transmission facility that the Delivery Point is to be connected to;
- e) Amount of load to be served by the Delivery Point for the first 5 years;
- f) Specific modifications to an existing Delivery Point, if applicable; and
- g) Desired in-service date.

2.2.2 System Impact Study (SIS): Unless otherwise mutually agreed, AEP shall respond within fifteen (15) business days of receipt of such a request and provide a System Impact Study Agreement and a list of any additional information that AEP would require from the Customer to proceed with such study. The study agreement shall commit the Customer to pay AEP the actual cost to complete the study and to make an advance deposit equal to estimated study cost or \$25,000, whichever is less. The Customer shall execute and deliver the SIS Agreement within thirty (30) days following its receipt and together with the required deposit. Upon receipt of the executed study agreement, study data and the required deposit, AEP shall carry out the SIS. In the SIS, AEP shall assess the feasibility of modifying an existing Delivery Point or establishing the new Delivery Point using power flow and short circuit analyses and any other analyses that may be appropriate.

If the Customer fails to return an executed SIS Agreement within thirty (30) days of receipt, AEP shall deem the study request to be withdrawn. The Customer may withdraw its study request at any time by written notice of such withdrawal to AEP.

AEP shall issue a report to the Customer within sixty (60) calendar days of the receipt of an executed SIS Agreement, or at a later date as the Parties may mutually agree. If AEP is

unable to complete such study in the allotted time, AEP shall provide an explanation to the Customer regarding the cause(s) of such delay and a revised completion date and study cost estimate.

Upon completion of the SIS, the Customer shall reimburse AEP for the unpaid cost of the SIS if the cost of the study exceeds the deposit. AEP shall refund the Customer, with interest, any portion of the deposit that exceeds the cost of the SIS. Or, at the written request of the Customer, AEP shall apply the remaining balance to the Facilities Study.

2.2.3 Facilities Study (FS): Following the completion of the SIS, AEP shall provide to the Customer a Facilities Study (FS) Agreement. The Facilities Study Agreement shall provide that the Customer shall compensate AEP for the actual cost of the Facilities Study. The Customer shall execute the Facilities Study Agreement and deliver the executed Facilities Study Agreement to AEP within thirty (30) days following its receipt, together with the required technical data and deposit in an amount equal to the estimated cost of the FS or \$25,000, whichever is less. The FS shall determine the details and estimated cost of facilities necessary for establishing the requested Delivery Point and any system additions/upgrades needed to address any problems identified in the SIS. AEP shall complete the study and issue a Facilities Study report to the Customer within ninety (90) calendar days after receipt of an executed Facilities Study Agreement, deposit and necessary data, or at a later date as the Parties may mutually agree.

If the Customer fails to return an executed FS Agreement within thirty (30) days of receipt, AEP shall deem the study request to be withdrawn. The Customer may withdraw its study request at any time by written notice of such withdrawal to AEP.

The results of the Facilities Studies shall be valid for a period of one year. If the Customer delays for more than one year the continuation of the process for establishment of a new Delivery Point, the customer's request shall be deemed withdrawn and a new request and potentially new SIS and FS shall be required.

2.2.4 Expedited System Study: If AEP determines that minimum efforts are needed to carry out the requested Delivery Point modifications/additions, AEP shall, upon request by the Customer, offer a single agreement covering the System Impact Study and Facilities Study, the "System Study Agreement." The Study Agreement shall commit the Customer to pay AEP the actual cost to complete the study and to make an advance deposit equal to the estimated study cost or \$25,000, whichever is less.

If the Customer fails to return an executed System Study Agreement within thirty (30) days of receipt, along with the required deposit, AEP shall deem the study request to be withdrawn. The Customer may withdraw its study request at any time by written notice of such withdrawal to AEP. AEP shall complete the study and issue a Expedited System Study report to the Customer within sixty (60) days after receipt of an executed Expedited Study Agreement, deposit and necessary data, or at a later date as the Parties may mutually agree.

2.2.5 Modifications to Study Request: During the course of a System Impact Study, Facilities Study, or System Study, either the Customer or AEP may identify desirable changes in the planned facilities that may improve the costs and/or benefits (including reliability) of the planned facilities. To the extent the revised plan, and study schedule, are acceptable to both AEP and the Customer, such acceptance not to be unreasonably withheld; AEP shall proceed with any necessary restudy. Any additional studies resulting from such modification shall be done at the Customer's cost.

2.3 Engineering, Design and Construction of New Facilities: If pursuant to a request by the Customer, AEP agrees to provide engineering, design and construction of facilities described in the final study report, a Facilities Agreement shall be executed by Buckeye Power, its applicable Member or Members, and AEP specifying the terms and conditions. Following the signing of the Facilities Agreement, the receipt of any outstanding technical information, deposit or instrument or showing of financial creditworthiness, AEP will proceed with the engineering, design and procurement activities to construct, reconfigure, upgrade, replace or retire such local delivery or other facilities. All Facilities Agreements for Delivery Points existing as of the date of this Agreement and described in Attachment 1 shall remain in full force and effect in accordance with their terms.

2.4 Cost Recovery Protection: Pursuant to this Agreement, AEP and Customer will cooperate regarding the planning, provision and utilization of transmission and local delivery facilities needed to reliably deliver power and energy to Customer's loads connected to AEP's facilities. As such, AEP may be required to construct or otherwise expand transmission and local delivery facilities, predicated upon Customer's planned use of such facilities, including the Customer's planned use of external and internal generating capacity. If the Customer alters its use of the transmission and/or local delivery service facilities, through the transfer of load to the system of another service provider, AEP shall be entitled to compensation for "Stranded Costs" to the extent such load transfer causes AEP's revenues to be reduced. Any such claim for Stranded Costs by AEP shall be net of the present value of any incremental transmission revenue that AEP will receive by providing transmission or local delivery service to other customers using the transmission or local delivery capacity freed up by the Customer's load change.

2.5 Responsibility for Delivery Point Costs:

2.5.1 In-Line Facilities: Except as provided by subsection 2.5.3 below, switches, conductors and associated equipment, including support structures for such facilities, that are operated in-line with the AEP transmission system and are necessary to establish or expand a delivery point under this Agreement shall be provided, owned, operated and maintained by AEP. The costs associated with such in-line and associated facilities will be "rolled-in" to AEP's rates for transmission service in the applicable Tariff.

2.5.2 In-Line Facility Design: All in-line delivery point facilities to be rolled into the AEP transmission rates shall be designed and installed in accordance with the then applicable AEP transmission system standards applicable to both AEP and its affiliates and to AEP's non-affiliate customers. If the Customer requests in-line facilities different from those required by the AEP transmission system standards, the Customer will be required to pay the incremental installed cost, if any, of those facilities above the cost of the facilities that would have been required by the AEP

transmission system standards, including taxes applicable on CIAC. All in-line facilities shall provide at least the capacity and system protective capabilities of those required by the AEP transmission system standards.

2.5.3 Two-Way Supply: When a Customer requests or the AEP transmission system standards require the AEP transmission system to run in and out of the Customer or customer's member's substation (two-way supply), all in-line substation equipment, including buss work, breakers and other facilities in line with the AEP transmission system located in the Customer or Customer's member's substation, shall be constructed and owned by the Customer or Customer's member in accordance with the AEP transmission system standards, and the cost thereof shall be the Customer or Customer's member's responsibility, AEP shall retain operational control, and any access required for such operation, of the in-line facilities and, unless otherwise agreed, the Customer or Customer's member shall, in coordination with AEP, maintain the buss work, switching/breakers and other facilities in-line with the AEP transmission system located in the Customer or Customer's member substation, in accordance with the AEP transmission system standards and practices, and the cost thereof shall be the Customer or Customer's member's responsibility.

2.5.4 Load-Side Facilities: Unless otherwise agreed, all tap lines and distribution substations and other facilities on the Customer or Customer's member's side of the delivery point (other than metering), not located in-line with the AEP transmission system, shall be provided, operated and maintained by the Customer or Customer's member, and the cost thereof shall be the responsibility of the Customer or Customer's member.

2.5.5 Meters and Related Facilities: AEP shall be entitled to compensation from the Customer for any and all meter-related costs to provide such power flow measurement services as are necessary under this Agreement and the Applicable Tariff. Monthly charges for meter-related services will be specified in Attachment 1 to this Agreement, and may include, without limitation, costs for owning, operating and maintaining metering and associated equipment, meter reading, data acquisition, telephone equipment and services, data translation, data storage, data handling, and other necessary or agreed services.

2.5.6 Single-Owner Design Basis: The location and design of the new Customer delivery point(s) shall be determined based upon a hypothetical single owner concept, i.e. as if the AEP transmission system and the applicable Customer or Customer's member facilities were all owned by either AEP or the Customer or Customer's member, but not both. Accordingly, the "single owner" solution shall be based upon the lowest aggregate construction cost to the Customer or Customer's member and AEP collectively, without regard to the cost allocation principles set forth in this settlement, but consistent with the AEP transmission system standards and good utility practice. AEP and the Customer shall mutually agree upon the location and design of new Customer delivery points consistent with the single owner concept.

2.5.7 System Upgrades: System upgrades on the AEP transmission system necessary as a result of a Customer delivery point request shall be constructed, owned, operated and maintained by AEP, and the cost thereof shall be rolled into AEP's transmission rates.

2.5.8 Sunk Cost Recovery: Customer shall reimburse AEP for the cost of any facilities constructed by AEP at Customer's request if Customer fails to take the service requested. In such a case, Customer will reimburse AEP to the extent that AEP incurs the cost of

construction and (a) Customer or Customer's member fails to construct a substation or other necessary and agreed upon facilities on the Customer side of the point of delivery, or otherwise fails to perform under the applicable delivery point agreement, or (b) notwithstanding Customer or Customer's member's full performance under the applicable delivery point agreement, all or substantially all of any proposed new or additional load greater than 5 MW of a single retail customer for which the delivery point was specifically requested, fails to be added, such that the requested new or expanded delivery point is no longer required (Sunk Costs). AEP shall have the right to require financial security (letter of credit or liquid security) from Customer to support Customer's payment obligations under this paragraph if and to the extent that AEP determines the at-risk cost to exceed Customer's level of unencumbered credit under AEP's normal credit review procedure and standards.

2.6 Connection Guide: The requirements for connection of non-generating facilities to the AEP transmission system are contained in the AEP document "Requirements for connection of Non-Generation Facilities to the AEP East Transmission System", referred to herein as the "Connection Guide". A copy of those documents can be obtained from AEP Transmission Planning.

Article 3. Local Delivery Services

3.1 Measurement of Load At Each Delivery Point: The Customer's load, kW, kWh and kVAR at each Delivery Point shall be measured at least on an hourly integrated basis, by suitable revenue grade metering equipment. The measurements taken and required metering equipment shall be as needed for all settlement purposes under this Agreement, the AEP Tariff and the PJM Tariff and in accordance with the AEP standards and practices as contained in the Connection Guide. At points where power may flow to and from the Customer, separate measurements shall be obtained for each direction of flow. Any necessary metered data shall be made available with such frequency and at such times as may be required by AEP or PJM in suitable electronic format. If AEP, Buckeye Power or PJM requires real-time load or facility status information from any Delivery Point, the other Party shall cooperate, to the extent necessary, in order that such monitoring and telecommunications equipment, as shall be needed for such purpose may be installed and maintained during normal business hours common to AEP and Buckeye Power. AEP shall provide to Buckeye Power, on a monthly basis as soon as practicable after the end of the prior month, the hourly kW, kWh and kVAR load data and behind-the-meter generation data. Such data shall be supplied in Microsoft Excel format and by e-mail. Buckeye Power shall compensate AEP for metering and meter data processing services as specified in Attachment 1 of this Agreement.

3.2 Compensation for Local Delivery Services: The Customer shall, to the extent consistent with Federal Energy Regulatory Commission Policy, reimburse AEP its costs associated with new and existing facilities, not otherwise recovered through the transmission charges under the PJM Tariff, either through monthly charges agreed to by the Parties which charges shall be specified in Attachment 1 or, at AEP's option, pursuant to the Formula Rate for Facility Construction, Operation and Maintenance contained in Attachment 4 to this Agreement. The Parties shall mutually agree upon the provision and cost of providing such distribution facilities as may be necessary to maintain reliable service to the Delivery Points.

3.3 Local Reactive Power Services: Load power factor charges will be assessed to the Customer pursuant to the following Delivery Point power factor clause based on the hourly kW and kVAr demand metered at the Delivery Points as follows:

The maximum hourly reactive power (kVAr) demand, both leading and lagging will be measured each month at each Delivery Point. When multiple Delivery Points are operated as closed loops, the real and reactive power measurements will be combined for the purpose of this provision. Customer will incur no charges for power factor if the maximum leading and lagging kVAr demand at each Delivery Point is managed, so as not to exceed 20% of the real power (kW) demand in the same hourly intervals. Charges will be assessed for leading and/or lagging kVAr demand at each Delivery Point if the maximum hourly value of such demand exceeds 20% of the kW demand in the same interval. The charges will be \$0.30/kVAr for all leading and/or lagging kVAr demand in excess of 20% of the corresponding kW demand, provided; however, that when the kVAr demand exceeds 50% of the kW demand, the charge will be \$0.50/kVAr, for all kVAr, leading and/or lagging, in excess of 20% of the corresponding kW demand.

3.4 Losses: The Customer's load shall be adjusted, for settlement purposes, to include AEP East Zone transmission and distribution losses, as applicable. Presently, the FERC approved transmission loss factor for the AEP East Zone is 3.3% of energy received by AEP for transmission to the Customer's Delivery Points (3.413% of delivered energy). Distribution losses shall be assessed, where applicable, at the rates as specified in Attachment 1. To the extent Customer's load at any Delivery Point is supplied from behind the meter generation, losses shall be assessed only for the net load delivered to such Delivery Points by AEP.

3.5 Maintenance of Local Delivery Point Facilities: If AEP provides operation and maintenance (O&M) services for any Delivery Point and/or distribution facilities owned by the Customer or its Members pursuant to the Operation & Maintenance and Repair document, attached herewith as Attachment 3, the Customer shall reimburse AEP for such O&M services calculated pursuant to the AEP Formula Rate for Facility, Construction, Operation, and Maintenance charges, attached herewith as Attachment 4. Payments for O&M services shall be made pursuant to Section 5.1.

3.6 Operational Access and Control: Unless otherwise specifically agreed, AEP shall have the sole right to enter upon, test, operate and control the facilities covered by this Agreement that are owned by AEP. The right to test, operate and control said facilities includes but is not limited to the power to direct the opening and closing of switches for construction, operation, testing, maintenance and other relevant purposes.

All meters and test switches, whether provided by AEP or Buckeye Power, shall be sealed and the seals shall be broken only when the meters are to be tested, adjusted or replaced. The other Party shall be provided as much advance notice as is practicable in the circumstances when the facilities of that Party are to be entered or the seals of any meter are to be broken, and such Party shall be afforded the opportunity to be present during such test, adjustment, repair, replacement.

3.7 Administrative Committee: AEP and Customer shall each appoint a member and at least one alternate to an Administrative Committee, and so notify the other party of such appointment(s) in writing. Such appointment(s) may be changed at any time by similar notice. Each member and alternate shall be a responsible person familiar with the day-to-day operations of their respective system. Generally, this would mean that the Administrative Committee representative(s) will be employees of AEP and the Customer, or entities represented by the Customer; however, the representative(s) may be accompanied by other experts, appropriate to the matters to be considered. The Administrative Committee shall represent AEP and Customer in all matters arising under this Agreement and which may be delegated to it by mutual agreement of the parties hereto.

3.7.1 Principal Duties: The principal duties of the Administrative Committee shall be as follows:

- a.) To establish operating, scheduling and control procedures as needed to meet the requirements of coordinated operation, this Agreement and any requirements of the Transmission Provider;
- b.) To address issues arising out of accounting and billing procedures;
- c.) To coordinate regarding the changing service requirements of the Customer and the course of action the Parties will pursue to meet such requirements;
- d.) To coordinate regarding facility construction and maintenance as appropriate, and to the extent agreed by the Parties; and
- e.) To perform such other duties as may be specifically identified in, or required for the proper function of this Agreement.

3.7.2 Administrative Committee Meetings: The Administrative Committee shall meet or otherwise conference, at least once each calendar year, or at the request of either Party upon reasonable notice, and each Party may place items on the meeting agenda. All proceedings of the Administrative Committee shall be conducted by its members taking into account the exercise of Good Utility Practice. If the Administrative Committee is unable to agree on any matter coming under its jurisdiction, that matter shall be resolved pursuant to section 12.0 of the AEP Tariff, or otherwise, as mutually agreed by Customer and Company.

Article 4. Customer's Load, Capacity and Other Obligations to the RTO

Each Load Serving Entity ("LSE"), as that term is used by the PJM RTO, is responsible for complying with all RTO requirements. Unless otherwise agreed, AEP shall have only such responsibilities to assist Customer in meeting its obligations to the RTO, as shall be required pursuant to the PJM Tariff or this or another agreement between AEP and the Customer. AEP shall cooperate with PJM and Customer or Customer's designee (Scheduling Agent) to the extent necessary and appropriate to insure that data is available to PJM for Customer's hourly energy assignment, and peak load contributions for use in calculating transmission charges and generation capacity obligations as discussed below. AEP will also provide Customer the information provided to PJM annually under sections 4.1 and 4.2. Customer may also arrange to receive the information

provided to PJM on a daily basis pursuant to section 4.3 and 4.4, as applicable, provided Customer and AEP agree as to the terms and fees for such service.

4.1 Network Service Peak Load (NSPL) Determinations: AEP shall provide to PJM each year in December, the Network Service Peak Load (NSPL) of each LSE within the AEP pricing zone in the hour of the PJM peak load (1CP) for the twelve (12) consecutive months ending on October 31 of the year prior to the calendar year during which the NSPL will be used. The network service peak load ratio share shall be used by PJM as the transmission service billing determinant for transmission service charges and annual FTR allocations. If the basis of NSPL and FTR allocation determinations is changed by PJM, AEP shall cooperate with PJM and the Customer to the extent necessary and appropriate to make available such data as is needed.

4.2 Peak Load Contribution (PLC): AEP shall provide to PJM the peak load contribution (PLC) of each LSE in the AEP pricing zone on a forecasted annual and on a day-ahead basis for the purpose of calculating the LSE's capacity obligation to serve its load. Each year PJM will inform AEP of the day and hour of the five highest PJM unrestricted daily peaks (5CP) for the twelve months ending October 31 of such year. AEP will then determine each LSE's contribution to the 5CP loads of the AEP control zone. This load ratio will be applied to the forecasted AEP control zone load, adjusted for weather normalization and forecasted load growth, to determine each LSE's peak load contribution. PJM will utilize this information in the development of each LSE's capacity obligation. If the basis used by PJM for PLC and relative determinations of customer load obligations is changed by PJM, AEP shall cooperate with PJM and the customer to the extent necessary and appropriate to make available such data as is needed.

4.3 Hourly Energy Requirements: AEP will also provide to PJM each working day, via PJM's eSchedule system, the initial hourly energy assignment (load plus losses) for each LSE in the AEP zone. This data will generally be supplied by 5:00 PM eastern prevailing time (EPT) on Monday for the prior Friday, Saturday and Sunday and by 1:00 PM EPT Tuesday through Friday for the prior weekday. PJM will use this data to calculate each LSE's capacity obligation for each hour for the next day. Unless PJM has recognized a transfer of load obligation from or to the Customer (LSE) to or from another Customer (LSE), the capacity obligation will not change daily. Within two months of the end of each settlement month, AEP shall validate the LSE's hourly load and submit the changes via the eSchedule system, as appropriate, for PJM to resettle the respective LSE's account. If the basis used by PJM to receive hourly energy assignments for LSEs or to calculate each LSEs capacity obligation for each hour for the next day is changed by PJM, AEP shall cooperate with PJM and the Customer to the extent necessary and appropriate to make available such data as is needed.

4.4 Behind the Meter Generation: AEP shall cooperate with PJM and parties operating generators connected behind load metering, such that PJM will receive such generator output meter information as it requires, for the following two categories of generators behind the meter operating within the AEP Zone:

4.4.1 Generators that do not participate in the PJM Markets: The generating party shall provide a data file containing the hourly unit or plant kWh output each month by the 5th working day after the end of the month. Alternatively, Customer may provide AEP access to the meter to download the generator output meter data using dial-up remote interrogation.

4.4.2 Generators that do participate in the PJM Markets: The generating party shall provide real-time unit or plant output required by PJM via an Inter-Control Center Protocol (“ICCP”) data link to AEP. In addition, Customer shall permit AEP to remotely interrogate the meters to obtain integrated hourly meter data each day.

AEP shall provide the generation data obtained from the generating party to PJM through PJM’s eSuites or EMS application within the PJM time requirements, as applicable. If the basis used by PJM for receiving hourly generator output metering information is changed by PJM, AEP shall cooperate with PJM and Customer to the extent necessary and appropriate to make available such data as is needed.

4.5 Post Settlement of PJM Inadvertent Energy Allocation: PJM will dispatch generators for supplying inadvertent energy payback to the Eastern Interconnection and recover such costs from the PJM region-wide load. The summation of hourly inadvertent energy (total monthly) charges assigned by PJM to the AEP control zone each month will be allocated to each LSE in the AEP control zone in proportion to the LSE’s NSPL or by such other method as the FERC approves.

4.6 LMP Node/Zone Aggregator: LSEs in PJM may choose to have PJM use the zonal average load weighted LMP used as the basis for energy delivery pricing or request a specific load bus aggregate prior to the annual FTR allocation processes. It is the responsibility of the LSE to contact PJM in a timely manner if a specific load aggregation is desired. PJM may in turn request AEP to work with the LSE to determine the appropriate configuration of the load bus aggregate. AEP will cooperate with Customer in order to derive an LMP load bus aggregate, using existing transmission planning case studies to determine the percent of the load at each load bus that is served by the LSE; If AEP determines that existing studies are not sufficient and additional study development is needed to satisfy the Customer’s request, the Customer may be asked to execute a study agreement and reimburse AEP for the study-related costs. The LSE may provide such data to PJM and, based on results from PJM, the LSE will choose whether to utilize the aggregate or the AEP zonal weighted average LMP price.

Article 5. General

5.1 Billing, Payments, and Disputes: As a convenience, and as long as PJM offers such accommodation, monthly charges for Delivery Point power factor, distribution services, meter and related meter reading and data processing services as specified in Attachment 1 hereto will be included in the monthly transmission service invoice issued by RTO. Customer shall pay the monthly delivery charges invoiced by the RTO in accordance with PJM Tariff, and with respect to such charges customer shall be subject to PJM creditworthiness provisions. If the Customer receives Transmission Service through an agreement with a third party that contracts with PJM, the charges for Delivery Services hereunder may be invoiced to the third party subject to PJM’s accommodations and applicable provisions of the PJM Tariff or to the Customer, subject to applicable provisions of the AEP Tariff.

AEP shall invoice the Customer and the Customer shall reimburse AEP for its costs associated with any facility construction, operation and maintenance or, repair provided under this

Agreement in accordance with the AEP Tariff, Section 7. Any disputes as to such invoices shall be resolved pursuant to the provisions of Section 12 of the AEP Tariff.

5.2 Taxes on Contributions in Aid of Construction: When the Customer funds the construction of AEP-owned facilities pursuant to a contribution in-aid of construction (“CIAC”), the Customer also shall reimburse AEP for the tax effect of such CIAC (a “Tax Effect Recovery Factor” or “TERF”), where such payment is considered taxable income and subject to income tax under the Internal Revenue Service (IRS) and/or a state department of revenue (State) requirements. The TERF shall be computed consistent with the methodology set forth in Ozark Gas Transmission Corp., 56 F.E.R.C ¶ 61,349 as reflected in the following formula: $TERF = (Current\ Tax\ Rate \times (Gross\ Income\ Amount - Present\ Value\ of\ Tax\ Depreciation)) / (1 - Current\ Tax\ Rate)$. The Present Value Depreciation Amount shall be computed by discounting AEP’s anticipated tax depreciation deductions with respect to the constructed property by AEP’s current weighted average cost of capital. If, based on current law, AEP determines such contribution by the Customer shall not be taxable, AEP will not charge a TERF; however, in the event that such contribution is later determined by the IRS or State tax authority to be taxable, the Customer shall reimburse AEP, the amount of the TERF, including any interest and penalty charged to AEP by the IRS and/or State. Such reimbursement is due within 30 days of the date upon which AEP notifies the Customer of such determination.

At Customer's request and expense, AEP shall file with the IRS a request for a private letter ruling as to whether any CIAC paid, or to be paid, by Customer to AEP is subject to federal income taxation. Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Customer's knowledge. AEP and Customer shall cooperate in good faith with respect to the submission of such request. AEP shall keep Customer fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS that authorizes Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. AEP shall allow Customer to attend all meetings with IRS officials about the request and shall permit Customer to prepare the initial drafts of any follow-up letters in connection with the request.

If customer shall have reimbursed AEP for the TERF, upon request by Customer and at Customer’s expense, AEP shall contest the taxability of such CIAC; provided, however, that AEP shall not be required to contest such taxability if AEP waives the payment by Customer of any amount that might otherwise be payable by Customer under this Agreement in respect of such determination.

5.3 Indemnity: To the extent permitted by law, each Party shall indemnify and save harmless the other Party and its directors, trustees, officers, employees, and agents from and against any loss, liability, cost, expenses, suits, actions, claims, and all other obligations arising out of injuries or death to persons or damage to property caused by or in any way attributable to the Delivery Point(s) and/or distribution facilities covered by this Agreement, except that a Party’s obligation to indemnify the other Party and its directors, trustees, officers, employees, and agents shall not apply to any liabilities arising solely from the other Party’s or its directors’, trustees’, officers’, employees’, or agents’ negligence, recklessness or intentional misconduct or that portion of any

liabilities that arise out of the other Party's or its directors', trustees', officers', employees', or agents' contributing negligent, reckless or intentional acts or omissions. Further, to the extent that a Party's immunity as a complying employer, under the worker's compensation and occupational disease laws of the state where the work is performed, might serve to bar or affect recovery under or enforcement of the indemnification otherwise granted herein, each Party agrees to waive such immunity. With respect to the State of Ohio, this waiver applies to Section 35, Article II of the Ohio Constitution and Ohio Rev. code Section 4123.74.

5.4 Effective Date and Term of Agreement: This Agreement shall become effective and shall become a binding obligation of the parties on the date on which the last of the following events shall have occurred (effective date):

(a) AEP and Buckeye Power each shall have caused this Agreement to be executed by their duly authorized representatives and each shall have furnished to the other satisfactory evidence thereof or Buckeye Power requested AEP to file an unexecuted service agreement.

(b) This Agreement has been accepted for filing and made effective by order of the Commission under the Federal Power Act, in which case the effective date of this Agreement shall be as specified in the said Commission order. However, if the Commission or any reviewing court, in such order or in any separate order, suspends this Agreement or any part thereof, institutes an investigation or proceeding under the provisions of the Federal Power Act with respect to the justness and reasonableness of the provisions of this Agreement or any other agreement referred to or contemplated by this Agreement, or imposes any conditions, limitations or qualifications under any of the provisions of the Federal Power Act which individually or in the aggregate are determined by AEP or Buckeye Power to be adverse to it, then AEP and Buckeye Power shall promptly renegotiate the terms of this Agreement in light of such Commission or court action. Each Party shall use its best efforts to take or cause to be taken all action requisite to the end that this Agreement shall become effective as provided herein at the earliest practicable date.

(c) The initial term of this Agreement shall continue for one year after the date the Agreement becomes effective. Thereafter, this Agreement shall automatically renew for successive terms of one year each unless either Party elects to terminate the Agreement by providing written notice of termination to the other Party at least ninety (90) days prior to the start of any renewal term.

5.5 Regulatory Authorities: This Agreement is made subject to the jurisdiction of any governmental authority or authorities having jurisdiction in the premises. Nothing contained in this Agreement shall be construed as affecting in any way the right of a Party, as the case may be, to unilaterally file with the Federal Energy Regulatory Commission an application for a change in rates, charges, classification, service or any rule, regulation or contract relating thereto under Section 205 or 206 of the Federal Power Act and pursuant to the Commission's Rules and Regulations promulgated thereunder.

5.6 Assignment: It is mutually understood and agreed that this Agreement contains the entire understanding between the Parties, that there are no oral, written, implied or other understandings or

agreements with respect to the work covered hereunder. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, as well as their respective successors and/or assigns.

Article 6. Notices

6.1 Any notice given pursuant to this Agreement shall be in writing as follows:

If to the AEP: American Electric Power Service Corporation
Managing Director, Regulated Tariffs
1 Riverside Plaza
Columbus, Ohio 43215-2373

If to Buckeye Power: Buckeye Power, Inc.
Attn: Patrick W. O'Loughlin
Vice President, Engineering & Power Supply
6677 Busch Blvd.
Columbus, Ohio 43229

6.2 The above names and addresses of any Party may be changed at any time by notice to the other Party.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed.

Buckeye Power, Inc

By: _____

Title: Vice President, Engineering & Power Supply

Date: _____

American Electric Power Service Corp.

By: _____

Dennis W. Bethel

Title: Managing Director, Regulated Tariffs

Date: _____

Attachment 1

List of AEP Power Delivery Points and Associated Charges

No.	Station/Delivery Point/Coop Name	Status7	Co.	Del Volt	Loss Type1	Mtr Volt	Loss Comp2	New Meter Cost	MONTHLY CHARGES				CHARGES FOR METERS, DISTRIBUTION, LOCAL FACILITY & RELATED SERVICES					CIAC	CIAC Credit6	MONTHLY CHARGES Net Monthly Charges
									Metering3	Mtr Rgd	Data Proc (MV-90)	Total Mtg	Local Facilities & Lines	Stations	INSTALLED COSTS					
															Total Distribution/Transmission	Local Facilities, Lines & Stations4,5				
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)=(13+14)-(16)				
Adams Rural Electric Coop, Inc.																				
1	Aberdeen	AC	CSP	12	DL	12	None		77	41	12	130	34,571	43,519	78,090	1,342	0	0	1,472	
2	Bentonville	AC	CSP	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
3	Lawshe	AC	CSP	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
4	Locust Grove	RT	DL	DL	12	None			0	0	0	0	0	0	0	0	0	0	0	
5	Panhandle	AC	CSP	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
6	Peebles	AC	CSP	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
7	Tick Ridge	AC	CSP	12	DL	12	None		77	41	12	130	15,009	32,015	47,024	798	0	0	928	
8	West Union12	RT	CSP	12	DL	12	None		0	0	0	0	0	0	0	0	0	0	0	
9	West Union12	AC	CSP	69	T	12	Calc	6,800	109	41	12	162	116,704	0	116,704	1,942	123,100	1,743	361	
	CSP Sub-Total (Adams Rural Electric)								571	287	84	942	166,284	75,534	241,818	4,082	123,100	1,743	3,282	
10	Emerald52	AC	OPCO	138	T	12	Calc		77	41	12	130	51,300	0	51,300	1,039	51,300	639	530	
11	Shawnee	AC	OPCO	12	DL	12	None		77	41	12	130	53,436	35,935	89,371	1,723	0	0	1,853	
	OPCO Sub-Total (Adams Rural Electric)								154	82	24	260	104,736	35,935	140,671	2,762	51,300	639	2,383	
	Total Adams Rural Electric Coop, Inc.								\$725	\$369	\$108	\$1,202	\$271,020	\$111,469	\$382,489	\$6,844	\$174,400	\$2,382	\$5,664	
Buckeye Rural Electric Coop, Inc.																				
12	Berlin	RT	CSP	12	DL	12	None		0	0	0	0	0	0	0	0	0	0	0	
13	Bolins Mill	AC	CSP	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
14	Echo Valley	AC	CSP	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
15	McArthur	AC	CSP	12	DL	12	None		77	41	12	130	23,086	70,190	93,276	1,572	0	0	1,702	
16	Milton	AC	CSP	138	T	12	Calc	11,200	180	41	12	233	244,200	0	244,200	4,064	255,400	3,616	681	
17	Rodney	AC	CSP	138	T	12	Calc	6,300	101	41	12	154	155,800	0	155,800	2,593	162,100	2,295	452	
18	South Webster	AC	CSP	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
19	Waterloo	AC	CSP	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
20	Wellston17	RT	CSP	12	DL	12	None		0	0	0	0	0	0	0	0	0	0	0	
21	Pine Ridge18	AC	CSP	69	T	12	Calc	2,500	40	41	12	93	0	0	0	0	0	0	93	
22	Darwin19,20	RT	CSP	12	DL	120/208	Calc		0	0	0	0	0	0	0	0	0	0	0	
	CSP Sub-Total (Buckeye Rural Electric)								706	328	96	1,130	423,086	70,190	493,276	8,229	417,500	5,911	3,448	
23	Addison	AC	OPCO	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
24	Beaver	AC	OPCO	34.5	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
25	Fayette	AC	OPCO	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
26	Meigs41	AC	OPCO	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
27	Mercerville	AC	OPCO	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
28	Patriot41	AC	OPCO	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
29	Rutland	AC	OPCO	34.5	T	34.5	None		280	41	12	333	0	0	0	0	0	0	333	
30	Scottown11	RT	OPCO	34.5	T	34.5	None		0	0	0	0	0	0	0	0	0	0	0	
31	Scottown11	AC	OPCO	138	T	12	Calc	9,000	163	41	12	216	407,000	0	407,000	6,810	416,000	5,474	1,553	
32	Sunrise	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
33	Windsor41	AC	OPCO	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
240	Bradrick37	PL	OPCO	34.5	T	34.5	None	6,610	118	41	12	171	30,000	0	30,000	502	30,000	395	278	
262	New Marshfield ⁶⁷	PL	OPCO	138	T	12	Calc	4,000	72	41	12	125	51,600	0	51,600	0	51,600	679	554	
	OPCO Sub-Total (Buckeye Rural Electric)								1,249	492	144	1,885	488,600	0	488,600	7,312	497,600	6,548	3,758	
	Total Buckeye Electric Coop, Inc.								\$1,955	\$820	\$240	\$3,015	\$911,686	\$70,190	\$981,876	\$15,541	\$915,100	\$12,459	\$7,206	
Butler Rural Electric Cooperative, Inc.																				
237	Wesley34	AC	OPCO	138	T	69	Calc	3,000	54	41	12	107	0	0	0	0	0	0	107	
	OPCO Sub-Total (Butler Rural Electric Cooperative)								\$54	\$41	\$12	\$107	\$0	\$0	\$0	\$0	\$0	\$0	\$107	
Carroll Electric Coop, Inc.																				
34	Amsterdam	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
35	Atwood	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
36	Leesville ⁶⁹	AC	OPCO	69	T	12	Calc		89	41	12	142	0	0	0	0	0	0	142	
37	Malvern	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
38	Merrick	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
39	Mohawk	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
40	Petersburg	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
41	Ross	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
42	Springfield	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
43	Sugar Grove	AC	OPCO	69	T	12	Calc		77	41	12	130	37,000	0	37,000	750	37,000	461	419	
44	Summitville	AC	OPCO	23	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
45	Washington28	RT	OPCO	12	DL	12	None		0	0	0	0	0	0	0	0	0	0	0	
	OPCO Sub-Total (Carroll Electric Coop, Inc.)								\$859	\$451	\$132	\$1,442	\$37,000	\$0	\$37,000	\$750	\$37,000	\$461	\$1,731	
Consolidated Electric Coop																				
46	Lott	AC	CSP	34.5	DL	34.5	None		280	41	12	333	102,718	83,690	186,408	3,237	0	0	3,570	
47	Sunbury	AC	CSP	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
48	Zeigler (New)	AC	CSP	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
	CSP Sub-Total (Consolidated Electric)								434	123	36	593	102,718	83,690	186,408	3,237	0	0	3,830	
49	Bloomfield	AC	OPCO	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	
	OPCO Sub-Total (Consolidated Electric)								77	41	12	130	0	0	0	0	0	0	130	
	Total Consolidated Electric Coop								\$511	\$287	\$84	\$1,316	\$205,436	\$167,380	\$372,816	\$3,237	\$0	\$0	\$3,960	
Firelands Electric Coop, Inc.																				
50	Boughtonville	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130	

51	Nova II	AC	OPCO	12	DL	12	None	77	41	12	130	0	0	0	0	0	0	130	
52	South	AC	OPCO	12	DL	12	None	77	41	12	130	3,528	33,978	37,506	677	0	0	807	
245	Greenwich																		
	Stuart Chase	PL	OPCO	69	T	12	Calc	5,000	89	41	12	142	30,700	0	30,700	622	30700	382	382
	OPCO Sub-Total (Firelands Electric Coop, Inc)							\$320	\$164	\$48	\$532	\$34,228	\$33,978	\$68,206	\$1,299	\$30,700	\$382	\$1,449	
Frontier Power Company																			
53	Auburn25	AC	OPCO	69	T	12	Calc	2,000	36	41	12	89	0	0	0	0	0	89	
54	Bakersville	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
55	Coshocton	AC	OPCO	34.5	T	34.5	None	280	41	12	333	0	0	0	0	0	0	333	
56	Empire Coal	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
57	Jackson	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
58	Jefferson	AC	OPCO	34.5	T	34.5	None	280	41	12	333	0	0	0	0	0	0	333	
59	Manning	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
60	Stone Creek	AC	OPCO	34.5	T	34.5	None	280	41	12	333	0	0	0	0	0	0	333	
61	Tunnel Hill	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
62	West Lafayette	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
	OPCO Sub-Total (Frontier Power Co.)							\$1,338	\$410	\$120	\$1,868	\$0	\$0	\$0	\$0	\$0	\$0	\$1,868	
Guernsey-Muskingum Electric Coop, Inc.																			
63	Antrim	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
64	Bethel Church	AC	OPCO	138	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
65	Cannelville	AC	OPCO	138	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
66	Chandlersville	AC	OPCO	138	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
67	Cumberland	AC	OPCO	69.0	T	12	Calc	5,000	89	41	12	142	38,000	0	38,000	770	38000	473	439
68	Dresden	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
69	East Point	AC	OPCO	138	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
70	Madison14	RT	OPCO	138	T	12	Calc	0	0	0	0	0	0	0	0	0	0	0	
71	Madison14	RT	OPCO	138	T	12	Calc	0	0	0	0	0	0	0	0	0	0	0	
71	ML Sterling	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
72	Newcomerstown	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
73	Route 40	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
74	Salt Fork	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
75	Senecaville	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
261	South	PL	OPCO	69	T	69	None	9,000	280	41	12	333	0	0	0	0	0	333	
	Cumberland																		
	OPCO Sub-Total (Guernsey-Muskingum Electric Coop, Inc.)							\$1,216	\$533	\$156	\$1,905	\$38,000	\$0	\$38,000	\$770	\$38,000	\$473	\$2,202	
Hancock-Wood Electric Coop, Inc.																			
76	Air Product 31	RT	OPCO	34.5	T	34.5	None	0	0	0	0	0	0	0	0	0	0	0	
77	Airport	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
78	Arlington	AC	OPCO	23	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
79	Belmore	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
80	Blanchard	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
81	Cory	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
82	East Findlay	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
83	Fostoria63	AC	OPCO	69	T	12	Calc	4,000	72	41	12	125	0	0	0	0	0	125	
84	Hatton	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
85	Henry	AC	OPCO	34.5	T	34.5	None	280	41	12	333	0	0	0	0	0	0	333	
86	Landmark	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
87	Leipsic	AC	OPCO	138	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
88	Marion	AC	OPCO	138	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
89	Portage	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
90	Shawtown	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
91	Union	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
92	Van Buren	AC	OPCO	34.5	T	12	Calc	7,000	125	41	12	178	0	0	0	0	0	178	
93	West Findlay	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
234	Liberty H29	AC	OPCO	34.5	T	12	Calc	3,000	54	41	12	107	0	0	0	0	0	107	
236	Gaithe32	AC	OPCO	34.5	T	34.5	None	5,000	89	41	12	142	0	0	0	0	0	142	
	OPCO Sub-Total (Hancock-Wood Electric Coop, Inc.)							\$1,698	\$779	\$228	\$2,705	\$0	\$0	\$0	\$0	\$0	\$0	\$2,705	
Holmes - Wayne Electric Coop, Inc.																			
94	Alpine	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
95	Buckhorn	AC	OPCO	138	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
96	Clear Creek ⁷³	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
97	Drake Valley	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
98	Golden Corners ³⁴	AC	OPCO	34.5	T	12	Calc	4,000	77	41	12	130	0	0	0	0	0	130	
99	Hefferline	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
100	Killbuck	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
101	Moreland	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
102	North Wayne	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
103	Plains (Benton)15	RT	OPCO	34.5	T	12	Calc	0	0	0	0	0	0	0	0	0	0	0	
104	Ripley	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
105	Stillwell	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
106	Sugar Creek	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
107	Trail	AC	OPCO	34.5	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
108	Wengerd13	RT	OPCO	34.5	T	12	Calc	0	0	0	0	0	0	0	0	0	0	0	
109	West	AC	OPCO	138	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
	Millersburg																		
	OPCO Sub-Total (Holmes-Wayne Electric Coop, Inc.)							\$1,078	\$574	\$168	\$1,820	\$0	\$0	\$0	\$0	\$0	\$0	\$1,820	
The Energy Cooperative																			
110	Beechwood	RT	CSP	34.5	DL	34.5	None	0	0	0	0	0	0	0	0	0	0	0	
111	Northridge	AC	CSP	34.5	DL	34.5	None	280	41	12	333	151,293	229,563	380,856	6,515	0	0	6,848	
112	Rolling Meadows ⁶⁶	AC	CSP	34.5	DL	34.5	None	4,000	72	41	12	125	97,360	218,158	315,518	5,351	0	5,475	
	CSP Sub-Total (The Energy Cooperative)							352	82	24	458	248,653	447,721	696,374	11,866	0	0	12,324	
113	Apple Valley	AC	OPCO	138	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
114	Bladensburg	AC	OPCO	138	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
115	Brandon (7/2003)	AC	OPCO	69	T	12	Calc	23	41	12	76	0	0	0	0	0	0	76	
115	Flint Ridge	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	

116	Hebron	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
117	Hickman	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
118	Highwater	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
119	Hunt10	RT	OPCO	69	T	69	None	0	0	0	0	0	0	0	0	0	0	0	0
120	Jacksontown	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
121	Loudonville	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
122	Martinsburg (7/2003)	AC	OPCO	69	T	12	Calc		23	41	12	76	0	0	0	0	0	0	76
122	Mt. Vernon	AC	OPCO	69	T	69	None	280	41	12	333	0	0	0	0	0	0	0	333
123	N. Liberty	AC	OPCO	69	T	69	None	280	41	12	333	0	0	0	0	0	0	0	333
124	Palmyra	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
125	Reform North	AC	OPCO	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
126	Reform South	AC	OPCO	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
127	St. Louisville	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
128	Welsh Hills	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
246	North Liberty45	PL	OPCO	69	T	12	Calc	5,000	89	41	12	142	30,000	0	30,000	608	30,000	374	376
248	Hazelton50	PL	OPCO	138	T	12	Calc	8,000	143	41	12	196	49,000	0	49,000	993	49,000	610	578
252	Blacklick Creek	PL	OPCO	138	T	12	Calc	9,000	161	41	12	214	1,362,100	0	1,362,100	27,594	1,362,100	16,969	10,838
	OPCo Sub-Total (The Energy Cooperative)							1,839	820	240	3,060	1,441,100	0	79,000	29,194	1,441,100	17,954	14,301	
	Total The Energy Cooperative							\$2,399	\$902	\$264	\$3,726	\$1,689,753	\$447,721	\$775,374	\$41,060	\$1,441,100	\$17,954	\$26,833	
Mid-Ohio Electric Coop, Inc.																			
129	Ada	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
130	Lynn	AC	OPCO	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
131	Meeker Station27	AC	OPCO	34.5	T	12	Calc	3,000	54	41	12	107	0	0	0	0	0	0	107
132	North Kenton	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
133	Rengert	AC	OPCO	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
134	Ridgedale	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
135	Route 31	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
136	West Newton	AC	OPCO	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
137	Wildcreek	AC	OPCO	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
235	Uncapher30	AC	OPCO	69	T	12	Calc	3,000	77	41	12	130	0	0	0	0	0	0	130
	OPCO Sub-Total (Mid-Ohio Electric Coop, Inc.)							\$747	\$410	\$120	\$1,277	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,277
Midwest Electric, Inc.																			
138	Amanda	AC	OPCO	34.5	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
139	Bluelick	AC	OPCO	34.5	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
140	Elida	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
141	Jonestown	AC	OPCO	12	DL	12	None		77	41	12	130	70,111	57,550	127,661	2,446	0	0	2,576
142	Kossuth	AC	OPCO	12	DL	12	None		77	41	12	130	27,940	72,067	100,007	1,850	0	0	1,980
143	Moulton	AC	OPCO	12	DL	12	None		77	41	12	130	0	0	0	0	0	0	130
144	Rockport	AC	OPCO	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
145	Spencerville	AC	OPCO	12	DL	12	None		77	41	12	130	25,096	21,872	46,968	898	0	0	1,028
242	Hauss- Cridersville39	PL	OPCO	69	T	12	Calc	6,610	118	41	12	171	156,930	0	156,930	3,179	156,930	1,955	1,395
	OPCO Sub-Total (Midwest Electric, Inc.)							\$734	\$328	\$96	\$1,040	\$280,077	\$151,489	\$431,566	\$8,373	\$156,930	\$1,955	\$7,629	
North Central Electric Coop, Inc.																			
146	Bascom64	AC	OPCO	69	T	12	Calc	4,000	72	41	12	125	45,200	0	45,200	916	45,200	563	477
147	BOC Gases	AC	OPCO	138	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
148	Carey	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
149	Hinesville	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
150	Jackson	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
151	Nevada	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
152	New Washington	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
153	Republic	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
154	Rising Sun	AC	OPCO	138	T	12	Calc	5,729	102	41	12	155	0	0	0	0	0	0	155
155	Seneca	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
156	St. Stephen	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
157	Sycamore	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
162	Adrian ⁶⁵	PL	OPCO	69	T	12	Calc	4,000	72	41	12	125	45,200	0	45,200	916	45,200	563	477
	OPCO SUB-TOTAL (North Central Electric Coop, Inc.)							\$1,016	\$533	\$156	\$1,705	\$90,400	\$0	\$90,400	\$1,831	\$90,400	\$1,126	\$2,410	
North Western Electric Coop, Inc.																			
158	Mark Center	AC	OPCO	69	T	69	None	280	41	12	333	0	0	0	0	0	0	0	333
159	N Hicksville	AC	OPCO	69	T	69	None	280	41	12	333	0	0	0	0	0	0	0	333
	OPCO Sub-Total (North Western Electric Coop, Inc.)							\$560	\$82	\$24	\$666	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$666
Paulding-Putnam Electric Coop, Inc.																			
160	Alex Products	AC	OPCO	12	DL	12	None		77	41	12	130	1,677	30,002	31,679	569	0	0	699
161	Antwerp	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
162	Baseline43	AC	OPCO	138	T	12	Calc	5,000	166	82	24	272	0	0	0	0	0	0	272
163	Cecil	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
164	Columbus Grove	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
165	Continental	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
166	Convoy	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
167	Fort Brown	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
168	Ft. Jennings	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
169	Kalida	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
170	Latty	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
171	Miller City	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
172	Ottoville ⁶⁶	AC	OPCO	69	T	12	Calc	4,000	72	41	12	125	0	0	0	0	0	0	125
173	Roselms	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
174	Van Wert	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
243	Timber Switch40	AC	OPCO	138	T	138	None	80,623	1,442	41	12	1,495	0	0	0	0	80623	1,004	490
244	Blue Creek42	AC	OPCO	345	T	345	None	TBD	TBD	41	12	53	0	0	0	0	TBD	TBD	53
256	Hessen Cassel	AC	OPCO	34.5	T	12	Calc		91	41	12	144	0	0	0	0	0	0	144
257	Monroeville	AC	OPCO	12	DL	12	None		91	41	12	144	2,990	43,031	46,021	827	0	0	971

258	New Haven (St. Rd. 14)	AC	OPCO	34.5	T	34.5	None	91	41	12	144	0	0	0	0	0	0	144	
259	Seiler	AC	OPCO	34.5	T	12	Calc	91	41	12	144	0	0	0	0	0	0	144	
260	Herbert-Monroe	AC	OPCO	138	T	12	Calc	42	41	12	95	0	0	0	0	0	0	95	
	OPCO Sub-Total (Paulding Putnam Electric Coop, Inc.)							\$3,086	\$943	\$276	\$4,305	\$4,667	\$73,033	\$77,700	\$1,396	\$80,623	\$1,004	\$4,697	
South Central Power Company																			
175	Andersonville	RT	CSP	69	T	12	Calc	0	0	0	0	0	0	0	0	0	0	0	
176	Budd	AC	CSP	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
177	Clark Lakes	AC	CSP	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
178	Clarksburg	AC	CSP	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
179	Darbyville	AC	CSP	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
180	Deer Creek	AC	CSP	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
181	Duckwall	AC	CSP	69	T	69	None	280	41	12	333	0	0	0	0	0	0	333	
182	Falls Road	RT	CSP	12	DL	12	None	0	0	0	0	0	0	0	0	0	0	0	
183	Fruitdale	RT	CSP	12	DL	12	None	0	0	0	0	0	0	0	0	0	0	0	
184	Harrison	AC	CSP	138	T	138	None	1,269	41	12	1,322	0	0	0	0	0	0	1,322	
185	Idaho	AC	CSP	69	T	69	None	280	41	12	333	0	0	0	0	0	0	333	
186	Junction City	AC	CSP	138	T	12	Calc	6,800	114	12	167	257,705	0	257,705	4,289	264,800	3,749	706	
187	Kinderhook	RT	CSP	69	T	12	Calc	0	0	0	0	0	0	0	0	0	0	0	
188	Kinnickinnick	AC	CSP	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
189	New Fruitdale	AC	CSP	12	DL	12	None	77	41	12	130	30,949	198,751	229,700	3,828	30,646	391	3,567	
190	New Market	AC	CSP	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
191	Oletz	AC	CSP	138	T	12	Calc	125	82	24	231	10,000	0	10,000	181	10,000	128	285	
192	Petersburg	AC	CSP	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
193	Pickerington (a)	AC	CSP	138	T	69	Calc	280	41	12	333	0	0	0	0	0	0	333	
	Pickerington (b)16	AC	CSP	138	T	12	Calc	7,000	112	12	124	0	0	0	0	8,597	89	35	
194	Roxabell	AC	CSP	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
195	S. Bloomingville	AC	CSP	138	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
196	Shannon Road (a)	AC	CSP	138	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
	Shannon Road (b)24	AC	CSP	138	T	138	None	3,000	48	41	101	0	0	0	0	0	0	101	
238	Buena Vista34	PL	CSP	138	T	138	None	6,610	106	41	12	159	0	0	0	0	0	159	
239	Ware Road36	PL	CSP	138	T	138	None	62,600	1,005	41	12	1,058	86,800	86,800	1,427	86,800	1,107	1,378	
	CSP Sub-Total (South Central)							4,467	861	264	5,592	298,654	285,551	584,205	9,725	400,843	5,464	9,853	
197	American Energy	AC	OPCO	69	T	69	None	280	41	12	333	0	0	0	0	0	0	333	
198	Bannock Road	AC	OPCO	12	DL	12	None	77	41	12	130	3,695	58,744	62,439	1,121	0	0	1,251	
199	Bealsville	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
200	Enterprise	AC	OPCO	69	T	69	None	280	41	12	333	0	0	0	0	0	0	333	
201	Geneva	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
202	Lamira	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
203	Leesville	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
204	New Lexington	AC	OPCO	12	DL	12	None	77	41	12	130	6,682	34,779	41,461	755	0	0	885	
205	Ohio Valley Coal23	AC	OPCO	69	T	69	None	3,000	54	41	107	0	0	0	0	0	0	107	
206	Pipe Creek	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
207	Powhatan Point	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
208	Richland	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
209	Round Bottom	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
210	Shepherdstown	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
211	Sinking Spring	AC	OPCO	138	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
212	Somerset ⁵⁾	AC	OPCO	69	T	69	None	280	41	12	333	0	0	0	0	0	0	333	
213	Somerton	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
214	Stacy	AC	OPCO	69	T	12	Calc	TBD	TBD	41	12	TBD	0	0	0	0	0	TBD	
215	Stone Plant47	AC	OPCO	69	T	69	None	5,000	89	41	12	142	0	0	0	0	0	142	
216	Straitsville	AC	OPCO	12	DL	12	None	2,000	36	41	12	89	5,488	55,715	61,203	1,104	5,600	60	1,133
217	Summerfield	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
218	W. Lancaster	AC	OPCO	69	T	69	None	280	41	12	333	0	0	0	0	0	0	333	
219	W. Millersport	AC	OPCO	138	T	138	None	1,269	41	12	1,322	0	0	0	0	0	0	1,322	
220	Woodsfield - 69 kV	AC	OPCO	69	T	12	Calc	77	41	12	130	0	0	0	0	0	0	130	
221	Woodsfield - 12 kV9	RT	OPCO	12	DL	12	None	0	0	0	0	0	0	0	0	0	0	0	
241	Switzerland TEMP38	PL	OPCO	69	T	69	None	6,610	118	41	12	171	115,700	0	115,700	2,344	115,700	1,441	1,074
247	Switzerland38	PL	OPCO	69	T	69	None	0	0	0	0	30,000	0	30,000	608	30,000	374	234	
249	Yeager Road46	PL	OPCO	69	T	69	None	18,950	339	41	12	392	10,000	0	10,000	203	10,000	125	470
250	Biers Run51	PL	OPCO	69	T	12	Calc	0	77	41	12	53	169,000	0	169,000	3,424	169,000	2,105	1,371
250	New Market	PL	OPCO	138	T	12	Calc	77	41	12	130	412,600	0	412,600	8,359	412,600	5,140	3,348	
253	Round Bottom	PL	OPCO	69	T	12	Calc	54	107	41	12	107	225,000	4,558	225,000	2,803	225,000	1,862	
254	Blue Racer	PL	OPCO	138	T	138	None	10,903	195	41	12	248	0	0	0	0	0	248	
255	Mount Orb	PL	OPCO	69	T	4	Calc	3,000	54	41	12	107	30,000	0	30,000	608	30,000	374	341
	OPCo Sub-Total (South Central)							4,839	1,271	372	6,482	1,008,165	149,238	1,157,403	23,083	997,900	12,422	17,143	
	Total for South Central Power Company							\$9,306	\$2,132	\$636	\$12,074	\$1,306,819	\$434,789	\$1,741,608	\$32,808	\$1,398,743	\$17,887	\$26,996	
Washington Electric Coop, Inc.																			
222	Beverly8	AC	CSP	12	DL	12	None	77	41	12	130	1,174	6,355	7,529	126	0	0	256	
223	Churchtown8	AC	CSP	12	DL	12	None	77	41	12	130	6,842	40,916	47,758	797	0	0	927	
224	Dart8	AC	CSP	23	T	23	None	280	41	12	333	0	0	0	0	0	0	333	
225	Fly8	AC	CSP	12	DL	12	None	77	41	12	130	47,662	72,691	120,352	2,059	0	0	2,189	
226	Leith Run8	AC	CSP	23	T	23	None	280	41	12	333	0	0	0	0	0	0	333	

227	Lowell8	AC	CSP	23	T	23	None	280	41	12	333	0	0	0	0	0	0	333	
228	South Olive8	AC	CSP	23	T	23	None	280	41	12	333	0	0	0	0	0	0	333	
229	Watertown8	AC	CSP	23	T	23	None	280	41	12	333	0	0	0	0	0	0	333	
	CSP SUB-TOTAL							\$1,631	\$328	\$96	\$2,055	\$55,677	\$119,962	\$175,639	\$2,981	\$0	\$0	\$5,036	
	Charges (Washington Electric Coop, Inc.)																		
230	Ball Hollow	AC	OPCO	138	T	12	Calc	5,729	102	41	12	155	197,271	0	197,271	3,301	203,000	2,671	785
231	Barlett	AC	OPCO	69	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
232	Sarahsville	AC	OPCO	34.5	T	12	Calc		77	41	12	130	0	0	0	0	0	0	130
233	Waterford22	RT	OPCO	345	T	345	None		0	0	0	0	0	0	0	0	0	0	0
251	Magic Mountain54	PL	OPCO	138	T	4	Calc	6,000	107	41	12	160	64,278	0	64,278	1,302	64,278	801	662
253	Rouse	AC	OPCO	138	T	138	None	4,000	72	41	12	125	0	0	0	0	0	0	125
254	New South Olive	AC	OPCO	138	T	138	None	4,000	72	41	12	125	0	0	0	0	0	0	125
	OPCO SUB-TOTAL (Washington Electric Coop, Inc.)							\$507	\$246	\$72	\$825	\$261,549	\$0	\$261,549	\$4,603	\$267,278	\$3,472	\$1,956	
	Total CSP Charges							\$8,369	\$2,009	\$600	\$10,978	\$1,295,072	\$1,082,648	\$2,377,720	\$40,121	\$941,443	\$13,118	\$37,981	
	Total OPCo. Charges							\$21,372	\$8,200	\$2,400	\$32,015	\$3,788,522	\$443,673	\$2,870,095	\$81,373	\$3,592,031	\$45,195	\$68,239	
	Data Processing Services																	\$1,000	
	Total Monthly Charges for Buckeye Power							\$29,741	\$10,127	\$3,000	\$42,993	\$5,083,594	\$1,526,321	\$5,247,815	\$121,493	\$4,533,474	\$58,314	\$107,219	

Notes:

- 1 T = Transmission delivery losses per OATT (presently at 3.3%). DL (Delivery from primary distribution line) = T+ additional 2% of amounts received for transmission to Buckeye Delivery Points (DP).
- 2 Calc = Where measurement is by meters at the low side of a customer owned transformer, the kW and kVAr loads will be adjusted for transformer losses calculated based on impedance characteristics of the customer's equipment and measured power flow. The calculation of transformer losses will be made as part of the MV90 monthly meter data translation. If the required transformer impedance characteristics are unavailable for any DP in any month, kW losses will be estimated as 1% and kVAr losses will be estimated as 10% of the measured quantities. The expected nominal meter point voltage may be used in such calculations if voltage measurement is not available. None = Delivery point metered at delivery voltage.
- 3 Meter charges based on estimated cost of CTs and PTs, trended from current cost to year of install using Handy Whitman Index for Account 353 plus current meter costs.
- 4 Monthly charges based on levelized annual carrying charge rates of 21.46% for OPCo and 19.27% for CSP
- 5 Distribution line and station charges include agreed allocation of lines and stations plus delivery point facilities (e.g., Switches, poles, spares, lightning arresters) provided by OPCo and CSP. OPCo levelized annual carrying charge rates are 24.31% for lines and 21.38% for station. CSP levelized annual carrying charge rates are 21.74% for line and 19.73% for station.
- 6 Transmission line and station charges include delivery point facilities (e.g., Switches, poles, spares, lightning arresters) provided by OPCo and CSP. OPCo levelized annual carrying charge rates are 20.08% for lines and 19.75% for station. CSP levelized annual carrying charge rates are 19.97% for line and 20.35% for station.
- 7 Contribution-in-aid of construction (CIAC) made by Buckeye members reduce monthly charges. Credit reflects portions of Carrying Charge rates, not applicable for customer-supplied capital (e.g. return, property tax, income tax, depreciation), of 14.95% for OPCo and 15.31% for CSP for Distribution and of 15.79% for OPCo and 16.99% for CSP for Transmission.
- 8 Status: AC = Active Delivery Points, NO = Normally Open operated Delivery Points, PL = Future Delivery Points, BU = Backup Delivery Points, RT = Retired Delivery Points
- 9 CSP Charges for New Delivery Points (No. 222 - 229) of Washington Electric Coop, Inc. to become effective Jan. 1, 2006. Status corrected from "PL" to "AC" April 2009.
- 10 Retirement of Existing Woodfield - 12 kV sub-metering (No. 221) of South Central Power Company to be effective Feb. 1, 2006
- 11 Retirement of Existing Hunt - 69 kV metering (No. 117) of Licking Rural Electrification, Inc. to be effective April 1, 2006
- 12 Retirement of Existing Scottown 34.5 kV metering (No. 28) and activation of New Scottown 12 kV metering (No. 29) of Buckeye Rural Electric Coop., Inc. to be effective May 1, 2006
- 13 Retirement of Existing West Union 12 kV Delivery Voltage and 12 kV metering (No. 8) and activation of new West Union 69 kV Delivery Voltage and 12 kV metering (No. 9) of Adams Rural Electric Coop., Inc. to be effective July 1, 2006
- 14 Retirement of Existing Wengard 34.5 kV Delivery Voltage and 12 kV Metering (No. 106) of Holmes-Wayne Electric Coop, Inc. to be effective September 1, 2006
- 15 Retirement of Existing Madison 138 kV Delivery Voltage and 12 kV Metering (No. 68) of Guernsey-Muskingum Electric Coop, Inc. to be effective November 1, 2006
- 16 Retirement of Existing Plains 34.5 kV Delivery Voltage and 12 kV Metering (No. 101) of Holmes-Wayne Electric Coop, Inc. to be effective June 1, 2007
- 17 Activation of new 12 kV meter for existing Pickerington Delivery Point of South Central Power Company to be effective July 1, 2007
- 18 Retirement of Existing Wellston 12 kV Delivery Voltage and 12 kV Metering (No. 20) of Buckeye Rural Electric Coop., Inc. to be effective September 1, 2007
- 19 Activation of Pine Ridge 69 kV Delivery Voltage and 12 kV Metering (No. 21) of Buckeye Rural Electric Coop., Inc. to be effective once construction is completed. Meter cost estimated will be adjusted when found.
- 20 Activation of temporary Darwin 12 kV Delivery Voltage and 120/208 volt Metering (No. 22) of Buckeye Rural Electric Coop., Inc. to be effective May 9, 2008.
- 21 Retirement of Existing Darwin 12 kV Delivery Voltage and 120/208 volt Metering (No. 22) of Buckeye Rural Electric Coop., Inc. to be effective August 1, 2008.
- 22 Activation of Stone Plant 69 kV Delivery Point (No. 213) of South Central Power Company to be effective December 31, 2008.
- 23 Retirement of Existing Waterford 345 kV Delivery Point (No. 233) of Washington Electric Coop, Inc. became effective the end of January 2009, which did not change the net monthly charges.
- 24 Activation of Ohio Valley Coal 69 kV Delivery Point (No. 205) of South Central Power Company to be effective July, 2009 or at actual in-service date, if different. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- 25 Activation of Shannon Road (b) 138 kV Delivery Point (No. 196) of South Central Power Company to be effective July, 2009 or at actual in-service date, if different. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- 26 Upgraded Auburn Delivery Point (No. 53) of Frontier Power Company from 34.5 Delivery Voltage to 69 kV, and 34.5 kV Metering to 12 kV, which became effective April, 2009. The total monthly charges become effective May, 2009 and will be adjusted to reflect actual costs, if needed.
- 27 Activation of Straitsville 12 kV Delivery Point (No. 216) of South Central Power Company to be effective July, 2009 or at actual in-service date, if different. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- 28 Activation of Meeker Station 34.5 kV Delivery Point (No. 131) of Mid-Ohio Energy Coop., Inc. to be effective August, 2009 or at actual in-service date, if different. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- 29 Retirement of Existing Washington 12 kV Delivery Point (No. 45) of Carroll Electric Coop, Inc. to be effective October 1, 2009.
- 30 Activation of Liberty Hi Station 34.5 kV Delivery Point (No. 234) of Hancock-Wood Electric Coop., Inc. to be effective June, 2010 or at actual in-service date, if different. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- 31 Activation of Uncapher Station 69 kV Delivery Point (No. 235) of Mid-Ohio Electric Cooperative, Inc. to be effective March, 2011 or at actual in-service date, if different. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- 32 Retirement of Existing Air Products 34.5 kV meter of Hancock-Wood Electric Coop, Inc. to be effective June 1, 2010.
- 33 Activation of Galatea 34.5 kV Delivery Point (No. 236) of Hancock-Wood Electric Coop, Inc. to be effective February, 2011 or at actual in-service date, if different. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- 34 Activation of Buena Vista 138 kV Delivery Point (No. 238) of South Central power Company to be effective April, 2012 or at actual in-service date, if different. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- 35 Activation of Wesley 138 kV Delivery Point (No. 237) of Butler Rural Electric Cooperative, Inc. to be effective December, 2011 or at actual in-service date, if different. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- 36 Data processing service fee is associated with customized monthly load reports for each delivery point.
- 37 Activation of Ware Rd 138 kV Delivery Point (No. 239) of South Central Power Company to be effective August, 2012 or at actual in-service date, if different. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.
- 38 Activation of Bradrick 34.5 kV Delivery Point (No. 240) of Buckeye Rural Electric Coop, Inc. to be effective September, 2012 or at actual in-service date, if different. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.

38 Activation of Switzerland 69 kV Delivery Point (No. 241) of South Central Power Company. The total monthly charges for temporary and permanent service will become effective the month following the in-service date of each stage and adjusted to reflect actual costs, if needed. The monthly charges shown for the Switzerland Delivery Point are for separate charges for the temporary and permanent service. The temporary service facility charges (Switzerland TEMP) will be placed in service first. The incremental increase for the permanent service (Switzerland) will be added to the temporary charges when the permanent service is placed in service. The monthly facility cost included in the South Central Power total is for the permanent service.

39 Activation of the Hauss-Cridersville Delivery Point (No. 242) of Midwest Electric, Inc.. The total monthly charges include facilities for the permanent service, as well as facilities installed per the customer's request. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.

40 Activation of the Timber Switch Delivery Point (No. 243) of Paulding Putname Electric Cooperative, Inc. (PPEC) to be effective July 1, 2011. Pursuant to PJM Generation Queue Position R49, AEP's Timber Switch station constructed by a Wind Farm which is physically located in PPEC's service territory. PPEC will utilize the existing metering to transfer data to PPEC's meter located outside of AEP's Timber Switch Substation. In addition to the meter Reading and Data Processing charges, AEP will also calculate an Operation and Maintenance charge as described in the Facilities Agreement once the actual installed costs of the metering facilities are known.

41 Upgrades at the existing Meigs Delivery Point (No. 26), Patriot Delivery Point (No. 28), and Windsor Delivery Point (No. 33) of Buckeye Rural Electric Coop, Inc.. There is no change to the monthly charge associated with the upgrades.

42 Activation of the Blue Creek Delivery Point (No. 243) of Paulding Putname Electric Cooperative, Inc. (PPEC) to be effective September 1, 2011. Pursuant to PJM Generation Queue Position R60, Blue Creek station was constructed by a Wind Farm which is physically located in PPEC's service territory. PPEC will utilize the existing metering to transfer data to PPEC's meter located outside of Blue Creek Substation. In addition to the meter Reading and Data Processing charges, AEP will also calculate an Operation and Maintenance charge as described in the Facilities Agreement once the actual installed costs of the metering facilities are known.

43 Addition of a second meter for a new transformer at the existing Paulding Putname Electric Cooperative, Inc. Baseline Delivery Point (No. 162).

44 Activation of the Stuart Chase Delivery Point (No. 245) of Firelands Electric Cooperative, Inc.. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.

45 Activation of the North Liberty Delivery Point (No. 246) of The Energy Cooperative. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.

46 Activation of the Yeager Road Delivery Point (No. 247) of South Central Power Company. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.

47 Modification to the Stone Plant Delivery Point (No. 215) of South Central Power Company. The revised total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.

48 Upgrade and relocate to the Cumberland Delivery Point (No. 67) of Guernsey Muskingum Electric Cooperative. The revised total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.

49 Upgrade to existing Stacy Delivery Point (No. 214) and Sugar Grove Delivery Point (No. 43). The revised total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.

50 Retirement of existing Beechwood Delivery Point (110) and establish the new Hazelton Delivery Point (248) to serve the Beechwood load. The revised total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.

51 Retirement of existing Kinderhook Delivery Point (175) and Andersonville Delivery Point (187) and establish the new Biers Run Delivery Point (249). The revised total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.

52 Modification to the Emerald Delivery Point (10) of Adams Rural Electric Cooperative. The revised total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.

53 Retirement of existing 69 kV New Market Delivery Point (190) and establish the 138 kV New Market Delivery Point. The revised total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.

54 Activation of new Blacklick Creek Delivery Point (41-36) of The Energy Cooperative. The revised total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.

55 Activation of new Magic Mountain Delivery Point (93-13) of Washington Electric Cooperative. The revised total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.

59 Activation of the Mount Orb Delivery Point (32-37) of South Central Power Company. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.

60 Incorporation of Paulding Putnam's existing Hessen Cassel, Monroeville, New Haven, Sellar, and Herbert-Monroe Delivery Points. These delivery points previously procured transmission service from Wabash Valley Power but will be served by Buckeye Power effective January 1, 2015.

61 Activation of the South Cumberland Delivery Point (86-T17) of Guernsey Muskingum Electric Coop, Inc. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.

62 Upgrade to existing Oetz Delivery Point (65-33) of South Central Power Company. The revised total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.

63 Upgrade to existing Fostoria Delivery Point (87-14) of Hancock-Wood Electric Coop, Inc. The revised total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.

64 Upgrade to existing Bassom Delivery Point (60-11) of North Central Electric Coop, Inc. The revised total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.

65 Activation of the Adrian Delivery Point (60-15) of North Central Electric Cooperative Inc. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.

66 Upgrade to existing Rolling Meadows Delivery Point (41-06) of The Energy Cooperative. The revised total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.

67 Activation of the Adrian Delivery Point (88-25) of Buckeye Rural Electric Cooperative, Inc. The total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.

68 Upgrade to existing Ottoville Delivery Point (39-05) of Paulding Putnam Electric Cooperative. The revised total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.

69 Upgrade to existing Leesville Delivery Point (39-05) of Carroll Electric Cooperative, Inc. The revised total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.

70 Relocation of existing Somerset Delivery Point (65-20) of South Central Power Company. The revised total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.

71 72 Activation of the new Rouse (93-17) and New South Olive (93-16) delivery points of Washington Electric Cooperative. The total monthly charges will become effective the month following the in-service dates and adjusted to reflect actual costs, if needed.

73 74 Upgrade to existing Clear Creek (31-08) and Golden Corners Delivery Point (31-18) of Holes Wayne Electric Co-op. The revised total monthly charges will become effective the month following the in-service date and adjusted to reflect actual costs, if needed.

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Note: Drawings for new and/or updates to existing Delivery Points will be part of Attachment 2 in future FERC filings

Facilities, Operation, Maintenance and Repair Services

When AEP asserts an operational or system security necessity requiring that AEP provide operation & maintenance (“O&M”) and repair services for Customer-owned equipment at any Delivery Point, the customer shall have the right to request that AEP perform such services under the provisions herein below and on the cost of service basis reflected in the Formula Rate contained in Attachment 4. When an existing O&M agreement between the Parties which also utilizes a Formula Rate expires or is terminated by mutual agreement or otherwise, unless otherwise agreed, the services provided by AEP under such agreement, if they continue, shall be brought under this Agreement.

Service pursuant to this Attachment 3 shall be based on terms and conditions described below:

1. This Operation & Maintenance and Repair Agreement shall cover the delivery and/or switching facilities currently listed on Exhibit A, attached hereto and made a part hereof, and any other delivery and/or switching facilities that are brought hereunder in accordance with the procedure hereinafter provided.
2. Subject to the terms and conditions contained herein, AEP agrees to test, maintain and repair the facilities in Exhibit A so as to assure the satisfactory and reliable operation of said facilities, all in accordance with good industry standards and practice. AEP further agrees to perform any additional testing, maintenance, repairs and/or replacements requested from time to time by Buckeye.
3. AEP agrees to furnish all supervision, labor, tools conveyances and equipment necessary for carrying out the work covered for facilities described in Exhibit A and further agrees to furnish all materials required to do the work except those materials that Buckeye feels are in its best interests to furnish.
4. All work shall be performed during the standard 40-hour work week, but, in the event that operating or emergency conditions warrant, overtime work can be authorized either in writing or verbally (in the case of emergency work) by Transmission Customer’s representative.
5. AEP will render invoices to Transmission Customer, on forms acceptable, at suitable intervals to be mutually agreed upon by the parties.
6. Transmission Customer agrees to promptly pay AEP the actual costs of any and all testing, maintenance, repairs and/or replacements performed pursuant to the terms and conditions of this Services Agreement, including the costs associated with labor, materials, equipment, overheads, taxes and other services incurred by AEP in performing the work, when presented with satisfactory evidence of the cost of such work.
7. The facilities covered in this Agreement may be extended or otherwise modified by attaching one or more numbered supplemental Facility Requests (attached herewith as Exhibit A No.1), which show the additional facilities or changed equipment to be thereafter covered by this Contract. Such supplements shall be effective as of the date of final execution thereof and shall be attached to all executed copies of this Agreement.

Pro-Forma Exhibit A

FACILITY REQUEST(S)

No. _____

Date _____

Buckeye Power, Inc. (Buckeye) hereby applies to AEP for delivery and switching facility(s) described below and shown in the attached drawing(s) in Attachment 2. In exchange for Buckeye promise to pay the actual cost of each facility listed below, Buckeye requests AEP to construct, install, operate, test, repair and/or maintain the facility(s) to be located in the following circuits of AEP's transmission system:

<u>Circuit</u>	<u>Facility(s)</u>	<u>Co-op Delivery Point</u>	<u>Location</u>	<u>Date of Agreement</u>

Buckeye understands and agrees that said facilities are to be constructed, installed, owned, operated, tested and/or maintained in the manner and under the conditions set forth in the attached agreement, which was entered into by Buckeye and AEP as of November 1, 2004.

IN WITNESS WHEREOF, each of the Parties has caused this Service and Repair Agreement to be duly executed

BUCKEYE POWER, INC.

By: _____

Title: _____

AMERICAN ELECTRIC POWER SERVICE CORPORATION
As Agent for the AEP Operating Companies

By: _____

Title: Managing Director, Regulated Tariffs

Date: _____

AMERICAN ELECTRIC POWER
**FORMULA RATE FOR FACILITY CONSTRUCTION
OPERATION AND MAINTENANCE**

General

The formula rate contained in this document applies when construction, operation and/or maintenance activities are performed for non-AEP Parties, under circumstances precluding the charging of a profit margin. The American Electric Power Companies¹ (AEP) will recover costs for such operation and maintenance activities through bills which reflect the cost AEP has incurred in six categories, namely: 1) materials, 2) labor, 3) equipment, 4) outside services, 5) engineering and administration, and 6) taxes.

AEP charges its costs for construction, operation and maintenance activities on behalf of others to special work orders which accumulate the costs to be billed. As a result of these accounting procedures, the charges billed to non-AEP Parties are not reflected in AEP's transmission, operation, maintenance, or plant accounts.

However, the costs which AEP incurs and bills in such cases are the kinds of costs which would be assignable to the following FERC Uniform System of Accounts if they were incurred in connection with AEP's owned property:

Operation and Maintenance - Transmission Operation and Maintenance Expenses

- 560 - Operation Supervision and Engineering
- 562 - Station Expenses
- 563 - Overhead Line Expenses
- 566 - Miscellaneous Transmission Expenses
- 568 - Maintenance Supervision and Engineering
- 569 - Maintenance of Structures
- 570 - Maintenance of Station Equipment
- 571 - Maintenance of Overhead Lines

Construction - Transmission Plant Costs

- 352 - Structures and Improvements
- 353 - Station Equipment
- 397 - Communications Equipment
- 108 - Accumulated Provision for Depreciation

¹. AEP Ohio Transmission Company, Appalachian Power Company, Indiana Michigan Power Company, Kentucky Power Company, Kingsport Power Company, Ohio Power Company, and Wheeling Power Company, all of which are now doing business as AEP.

All Activities - Administrative, General and Other Expenses

920 - Administrative and General Salaries
408 - Taxes Other Than Income Taxes

The charges billed for maintenance in each of the previously identified six categories are discussed in order below.

1. Materials

Materials charges are made in four sub-categories: 1) direct material costs (DM), which may be delivered direct from vendors to the job site (VDM) or issued from company stores (SDM), 2) purchasing expenses (PE), 3) stores expenses (SE), and 4) exempt minor materials (EM). The latter three costs are charged using material loading rates.

Direct material costs are vendor invoiced charges for items, other than exempt minor materials, which are used for Generating Company maintenance. Purchasing expenses are material overhead costs incurred in selecting and ordering materials. Stores expenses are the costs of performing the stores function. Exempt minor materials are low cost expendable materials, supplies, and hand tools used in Transmission and Distribution construction, maintenance, or operations.

Material items which are delivered direct from the vendor to the job site (VDM) are charged at cost, plus a purchasing loading rate (plr) of 1%, up to a maximum of \$150 per invoice. Materials issued from company storerooms for individual work orders (SDM) are charged at cost, plus a combined stores/purchasing loading rate (slr) and an exempt minor materials loading rate (mlr).

Projected annual stores and exempt minor materials costs are divided by projected annual costs of stores issued materials (SDM + EM) to determine projected stores and exempt minor materials loading rates. The rates are reviewed monthly and adjusted as required in order to clear current year stores expense and exempt minor materials costs to the accounts charged with the materials issued.

In symbolic format, the charges for materials are calculated as follows:

$$M = DM + [VDM \times (\text{plr}), \text{ up to } \$150/\text{bill}] + SDM \times (1 + (\text{mlr})) \times (\text{slr})$$

2. Labor

Labor is charged to Generating Company maintenance work orders in three parts - direct labor (DL), fringe labor costs (FL), and miscellaneous out-of-pocket employee expenses (ME). Direct labor charges reflect the actual work hours (whr) and basic hourly rates of pay (hrp) for the personnel that are directly involved; i.e., $DL = (\text{whr}) \times (\text{hrp})$. Fringe labor costs for vacation, holiday, sick leave, and other paid time away, plus payroll taxes, insurance, workers' compensation, pension, and savings plan expenses are recovered through labor loading rates (llr)

which are developed by dividing fringe labor costs by earned payroll. The labor loading rates are reviewed monthly and adjusted, as needed, to clear fringe labor costs yearly.

In symbolic format, the charges for labor are calculated as follows:

$$L = DL + FL + ME = DL \times (1 + llr) + ME$$

3. Equipment

Equipment (E), primarily vehicles, used in the performance of maintenance are charged based on actual hours of usage (aeu) and hourly equipment cost rates (ecr). Cost of purchasing, leasing, and operating equipment, by equipment class, are collected in clearing accounts and divided by total hours of usage by class to develop the equipment cost rates. Equipment cost rates are reviewed quarterly and adjusted, as needed, to clear the cost of equipment.

In symbolic format, equipment charges are calculated as follows:

$$E = (aeu) \times (ecr)$$

4. Outside Services

The actual amount of invoices received from vendors for restorative and other maintenance services (S) performed by third parties for AEP on behalf of the Generating Company are charged in maintenance billings by AEP.

5. Engineering and Administration

Engineering and administrative overhead loading rates are used to allocate engineering, supervision, and administrative overhead costs not assigned to specific project work orders. AEP uses separate loading rates for AEP Service Corporation engineering ($SCE_{t\&d}$) and operating company construction overhead costs (CCO). A complete description of the costs recovered through the loading rates is provided in Note 1 to page 218 of each AEP Company's FERC Form-1 Report. A copy of that note is included as the last page in this Appendix G.

As the description of Construction Overhead Procedure shows, the CCO and $SCE_{t\&d}$ loading rates (cclr and $sclr_{t\&d}$, respectively) are derived in the normal course of business for the purpose of capturing the portions of AEP Service Corporation engineering and operating company construction overhead costs which are incurred in connection with transmission and distribution (T&D) plan construction. The cclr and $sclr_{t\&d}$ are reviewed monthly and updated, as needed, to clear the respective engineering and administrative overhead costs yearly.

In symbolic form, the engineering and administration overhead costs (O) are calculated as follows:

$$O = CCO + SCE_{t\&d}$$

$$\begin{aligned} \text{Where } CCO &= (M + L + E + S) \times cclr \\ \text{and } SCE_{t\&d} &= (M + L + E + S + CCO) \times sclr_{t\&d} \end{aligned}$$

6. Taxes

The total taxes charged to the Generating Company will be the sum of receipts and other taxes incurred.

$$\text{i.e.: } T = RT + OT$$

Summary of Charges

The total Operation and Maintenance (O&M) charges under this Agreement in symbolic form are:

$$O\&M = M + L + E + S + O + T$$

Where M, L, E, S, O, and T are calculated as explained in Sections 1 through 6 above, respectively.

General Description of Construction overhead Procedure:

1A. Engineering and Supervision (American Electric Power Service Corporation)

(a) Overheads "Engineering, Technical and Drafting Services" are engineering services performed by the Engineering Department of American Electric Power Service Corporation (AEPSC).

(b) In accordance with provisions of a service agreement between American Electric Power Service Corporation (AEPSC) and the respondent, approved by the Securities and Exchange Commission February 19, 1981, salaries, expenses and overheads of AEPSC personnel directly relating to construction activities are collected by means of a work order system and billed to the respondent as:

- (1) Identifiable costs, generally relating to major construction projects, for which timekeeping and other specific cost identification is economically feasible, and
- (2) Non-identifiable costs, generally relating to numerous small construction projects, for which timekeeping and other specific cost identification are not economically feasible.

(c) Charges billed by AEPSC as (b)(1) above are charged directly by respondent to the applicable specific construction projects. Charges billed by AEPSC as (b)(2) above are allocated to all applicable construction projects proportionate to the direct costs charged to such projects.

(d) A uniform rate is applied to all subject construction expenditures.

(e) See (d) above.

(f) See (c) above.

1B. Company Construction Overheads in its own Operating Division, Engineering Department and System Office Departments

(a) Charges representing cost of Company's Engineering Supervision and related drafting and technical work.

(b) On basis of time and work studies.

(c) Spread to accounts in proportion to dollar value on construction for those classes of construction accounts to which these overheads are considered to be applicable.

(d) For each class of overheads the same percentage is used for all types of construction.

(e) Not applicable. See (d) above.

(f) Shown on page 217.

1C. Company Construction Overheads in Administrative and General Departments

(a) Proportion of Administrative and General Expenses representing salaries and expenses of General Office and Managerial employees applicable to construction.

(b) Partly on basis of time and work studies.

(c) Spread to accounts in proportion to dollar value of construction for those classes of construction accounts to which these overheads are considered to be applicable.

(d) For each class of overheads the same percentage is used for all types of construction.

(e) Not applicable. See (d) above.

(f) See note (c) above

Clear Creek Delivery Point (31-08) Facilities Agreement

This Agreement is entered into this 1st day of August, 2018, by and between Ohio Power Company (“OPCO”) and AEP Ohio Transmission Company (“OHTCO,” together with OPCO “AEP”), **Holmes-Wayne Electric Cooperative, Inc.**, an Ohio not-for-profit corporation (“HWEC”) and Buckeye Power, Inc., an Ohio not-for-profit corporation (“Buckeye”), being sometimes herein referred to collectively as the “Parties” or singularly as a “Party”.

WITNESSETH:

WHEREAS, the purpose of this Facilities Agreement is to provide for upgrading the existing 69 kV Clear Creek Delivery Point, referred to in the Interconnection and Local Delivery Service Agreement (“ILDSA”) and this Facilities Agreement as the “**Clear Creek Delivery Point**” (31-08). **A portion of the work described within this Facilities Agreement is also detailed within the closely related “Golden Corners Delivery Point (31-18) Facilities Agreement”, as both of these delivery points are being impacted by the same AEP-initiated project.**

WHEREAS, HWEC owns distribution facilities in Ohio and is engaged in the distribution and sale of electric power and energy in Ohio, and HWEC is a member of Buckeye.

WHEREAS, the existing 69 kV Clear Creek Delivery Point is presently served via a hard tap from AEP’s West Wooster-East Wooster 69 kV transmission line (“AEP Transmission Line”) in Wayne County, Ohio.

WHEREAS, Buckeye currently takes network integration transmission service under the PJM Open Access Transmission Tariff (“PJM Tariff”) for Buckeye’s existing delivery points.

WHEREAS, in conjunction with Buckeye’s taking of PJM network integration transmission service, Buckeye and AEP are parties to a certain ILDSA.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants and agreements set forth herein, the Parties hereby agree as follows:

DIRECT CONNECTION OF FACILITIES AND SYSTEM UPGRADES

1.AEP Responsibilities: AEP shall be responsible for:

- a. The design, installation, ownership, operation, and maintenance of two (2) new two-way phase-over-phase switches and three (3) MOABs to be called Schafrath Switch including necessary structures replacing the existing hard tap switch (see Exhibit 1: Proposed Future Configuration).
- b. Removal of the existing hard tap (see Exhibit 1:Existing Configuration)
- c. After construction, any necessary grading or stone addition to ensure that the driveway at Holmes-Wayne’s Clear Creek station is returned to its original condition.

COST RESPONSIBILITIES

2. **AEP Cost Responsibilities:** AEP shall be responsible for all of the costs of its own facilities and work described in Section 1 above, including:

- a. Installed cost of two (2); two-way phase over phase switches, three (3) MOABs and associated switch attachment equipment.
- b. Switch operator platform cost (steel, foundation, grounding)
- c. Steel pole with foundation
- d. All work required for the AEP thru-path facilities.
- e. Total Cost is \$972,219 for the work required at both the Clear Creek delivery point and the Golden Corners delivery point.

PROVISIONS

3. AEP, Buckeye, and HWEC will work together so that each Party meets its own compliance with any applicable North American Electric Reliability Corporation (“NERC”) or ReliabilityFirst Corporation Reliability Standards. This coordination shall include, but not be limited to, coordination of periodic maintenance, testing, and documentation of protective equipment, as well as for the in-service commissioning thereof, in a timely fashion. This coordination may require AEP access to HWEC’s substation and/or actions to be carried out by HWEC at AEP’s direction as contemplated in the Operational Access and Control provisions in the ILDSA. Nothing in this Facilities Agreement shall be construed to expand or modify each Party's individual responsibility for its own compliance with NERC Reliability Standards, nor to make any Party in any way responsible for another Party's compliance.
4. AEP and Buckeye will incorporate the modified Clear Creek Delivery Point into the ILDSA, which will be filed by PJM, on behalf of AEP, under the PJM Service Agreements Tariff as Revised Service Agreement No. 1336.
5. Billings, payments, and disputes under this Facilities Agreement shall be governed by the provisions of Section 5.1 of the ILDSA.
6. The indemnity obligations of the Parties under this Facilities Agreement shall be governed by the provisions of Section 5.3 of the ILDSA.
7. The effective date and term of this Facilities Agreement shall be governed by the provisions of Section 5.4 of the ILDSA.
8. The regulatory authorities applicable to this Facilities Agreement are those provided in Section 5.5 of the ILDSA.
9. The assignment of this Facilities Agreement shall be governed by the provisions in Section 5.6 of the ILDSA.

10. In the event that this Facilities Agreement is not accepted by FERC, nothing in this Facilities Agreement shall obligate either Party to modify the Clear Creek Delivery Point, or to perform any additional obligation covered by the ILDSA, nor shall this Facilities Agreement establish any additional rights related to the Clear Creek Delivery Point; provided, however, that to the extent obligations required by the ILDSA have already been performed under this Facilities Agreement, such obligations shall be deemed satisfied.
11. AEP shall include the net cost of its transmission facilities in its transmission rates generally available under the PJM Tariff or its successor tariff. Pursuant to Section 2.5.4 of the ILDSA, it is generally AEP's policy to construct, own, operate and maintain, any new transmission asset required to establish service to an end user network transmission customer, including integrated radial facilities. If the new integrated radial facility is excluded from transmission rates by the PJM Tariff and/or an order issued by FERC addressing such assets, HWEC or Buckeye shall be responsible for the costs of such radial facility as of the effective date determined by FERC. The costs associated with the excluded radial facility shall be calculated (net of any CIAC reimbursement) and recovered through monthly charges as listed in Attachment 1 of the ILDSA. Such CIAC reimbursement by HWEC or Buckeye to AEP for such excluded costs shall be made within forty-five (45) days after notice from AEP.
12. In accordance with Section 2.3 of the ILDSA, AEP agrees to proceed with the initial design, engineering, and equipment procurement of the AEP Delivery Point Facilities upon execution of this Facilities Agreement ("the Work"). AEP shall perform the Work in accordance with Good Utility Practice and use commercially reasonable efforts to meet the in-service date of May 3, 2018. The schedule is contingent upon (1) no significant deviations in the scope of work described in this Facilities Agreement; (2) no requests from HWEC and/or Buckeye for delays in the performance of the Work; (3) no delays in the performance of Work caused by HWEC and/or Buckeye; (4) obtaining the required line clearances; and (5) AEP's receipt of this executed Agreement.
13. AEP and HWEC shall keep each other, and shall keep Buckeye, informed as to the progress of the engineering, design, procurement, or construction activities performed under this Facilities Agreement.
14. AEP and HWEC shall operate and maintain their respective facilities in a good faith manner that will protect the personnel, operations, facilities and service of both AEP and HWEC.
15. This Facilities Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
16. The Parties shall exercise their best efforts to resolve any dispute that may arise between them in relation to this Facilities Agreement through amicable discussions between their respective representatives.
17. In the case of any conflict between this Facilities Agreement and the ILDSA, the ILDSA shall control.
18. Capitalized Terms that are not defined within this Facilities Agreement shall have the meanings as specified in the ILDSA or PJM Tariff, as applicable.

19. Notices given pursuant to this Facilities Agreement shall be given in writing as follows:

If to AEP: American Electric Power Service Corporation
Attn: Robert Pennybaker
Director, System Interconnections
212 E. 6th Street
Tulsa, OK 74119

If to Buckeye: Buckeye Power, Inc.
Attn: Craig Grooms
Vice President, Engineering & Operations
6677 Busch Blvd.
Columbus, OH 43229

If to HWEC: Holmes-Wayne Electric Cooperative, Inc.
Attn: Glenn Miller
President/CEO
6060 State Route 83
Millersburg, OH 44654

The above names and addresses of any Party may be changed at any time by notice to the other Parties. IN WITNESS WHEREOF, each of the Parties has caused this Facilities Agreement to be duly executed, effective as of the date first written above.

Holmes-Wayne Electric Cooperative, Inc.

By: /s/ Glenn Miller
President/CEO

Date: July 25th, 2018

Buckeye Power, Inc.

By: /s/ Craig Grooms
Vice President, Engineering & Operations

Date: July 18th, 2018

American Electric Power Service Corporation

As agent for **Ohio Power Company** and **AEP Ohio Transmission Company**

By: /s/ Robert Pennybaker
Director, System Interconnections

Date: August 1, 2018

Exhibit 1

Existing Configuration

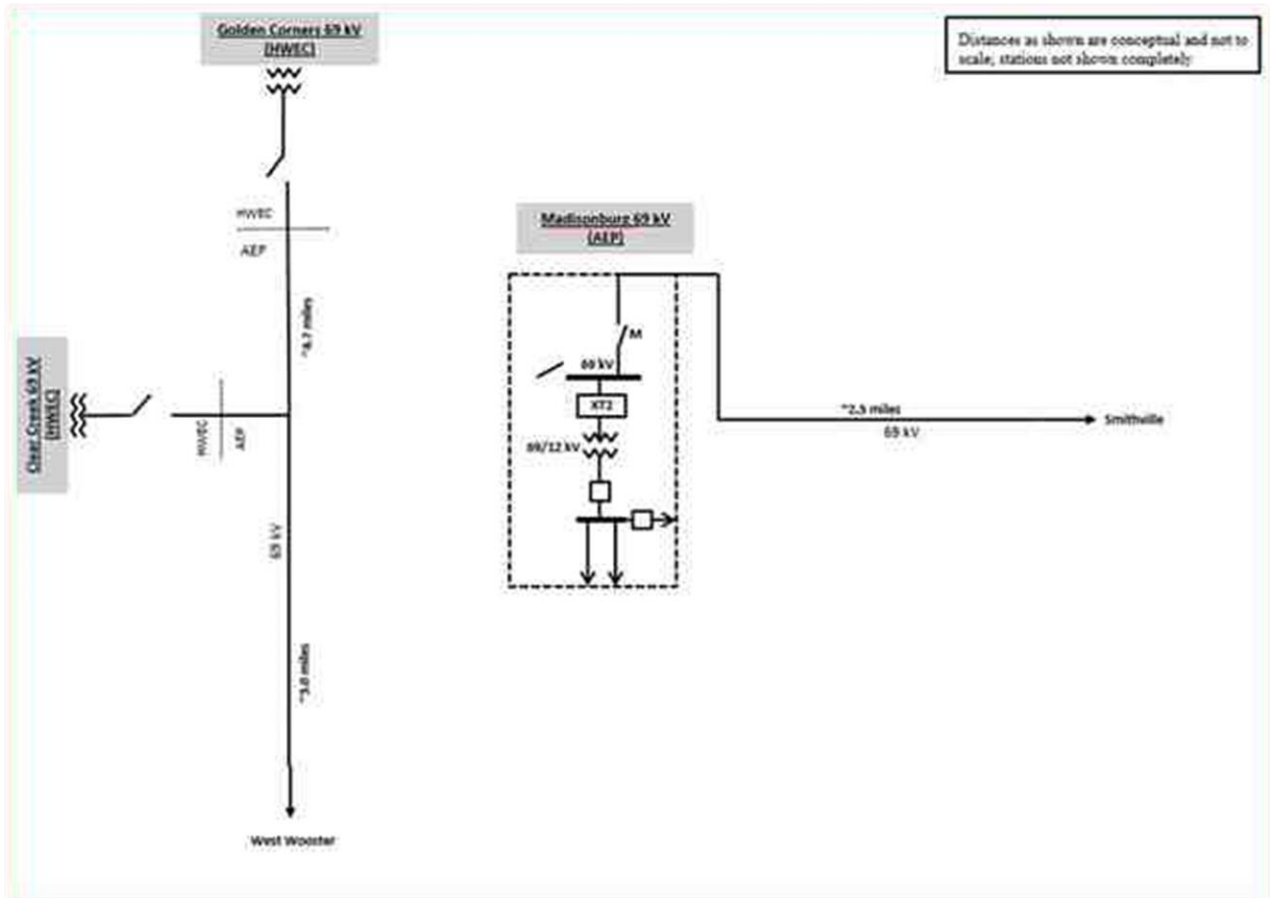
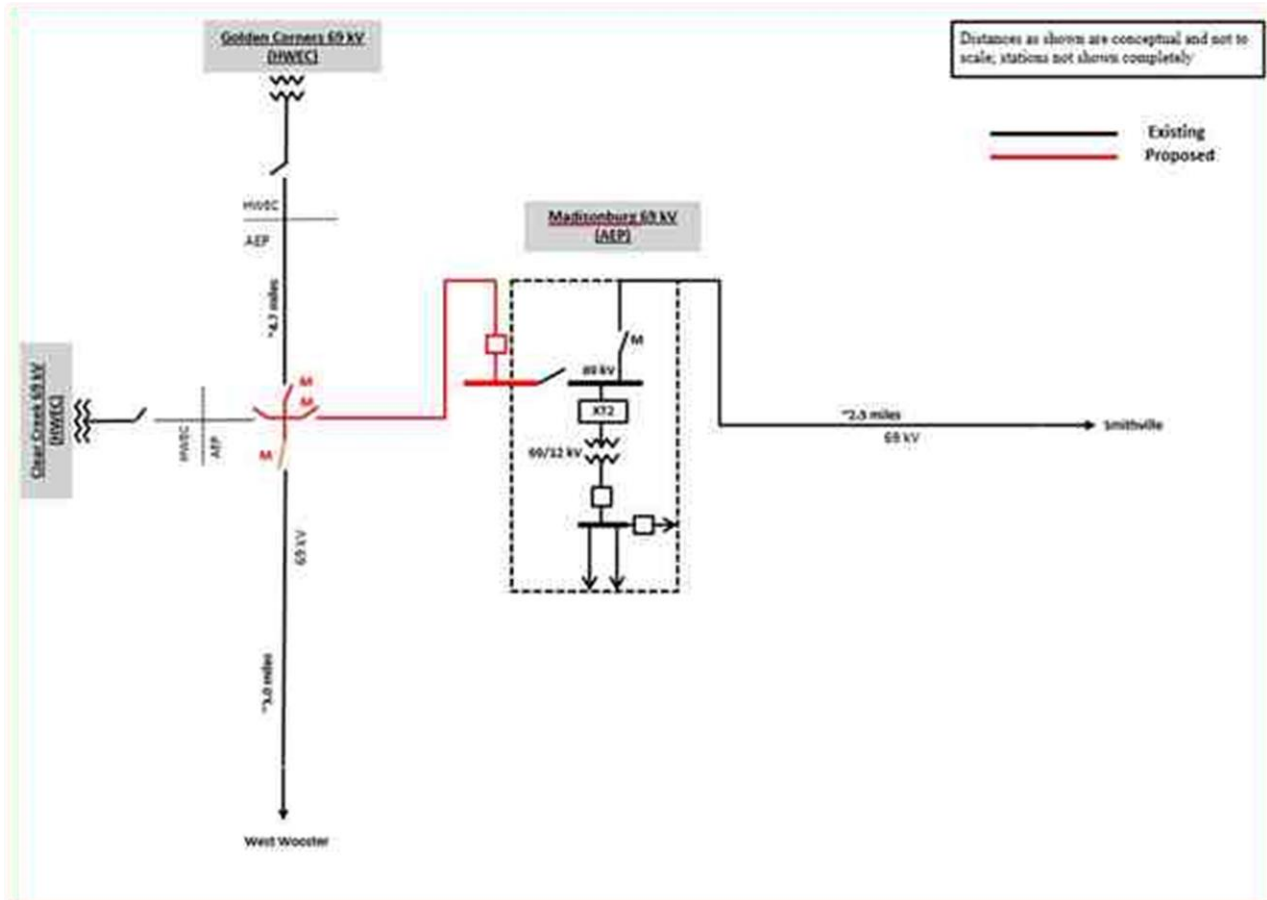


Exhibit 1 (continued)

Proposed Future Configuration



Golden Corners Delivery Point (31-18) Facilities Agreement

This Agreement is entered into this 1st day of August, 2018, by and between Ohio Power Company (“OPCO”) and AEP Ohio Transmission Company (“OHTCO,” together with OPCO “AEP”), **Holmes-Wayne Electric Cooperative, Inc.**, an Ohio not-for-profit corporation (“HWEC”) and Buckeye Power, Inc., an Ohio not-for-profit corporation (“Buckeye”), being sometimes herein referred to collectively as the “Parties” or singularly as a “Party”.

WITNESSETH:

WHEREAS, the purpose of this Facilities Agreement is to provide for upgrading the existing 69 kV Golden Corners Delivery Point, referred to in the Interconnection and Local Delivery Service Agreement (“ILDSA”) and this Facilities Agreement as the “**Golden Corners Delivery Point**” (31-18). **A portion of the work described within this Facilities Agreement also detailed within the closely related “Clear Creek Delivery Point (31-08) Facilities Agreement”, as both of these delivery points are being impacted by the same AEP-initiated project.**

WHEREAS, HWEC owns distribution facilities in Ohio and is engaged in the distribution and sale of electric power and energy in Ohio, and HWEC is a member of Buckeye.

WHEREAS, the existing 69 kV Golden Corners Delivery Point is presently served via a hard tap from AEP’s West Wooster-East Wooster 69 kV transmission line (“AEP Transmission Line”) in Wayne County, Ohio.

WHEREAS, Buckeye currently takes network integration transmission service under the PJM Open Access Transmission Tariff (“PJM Tariff”) for Buckeye’s existing delivery points.

WHEREAS, in conjunction with Buckeye’s taking of PJM network integration transmission service, Buckeye and AEP are parties to a certain ILDSA.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants and agreements set forth herein, the Parties hereby agree as follows:

DIRECT CONNECTION OF FACILITIES AND SYSTEM UPGRADES

1. **AEP Responsibilities:** AEP shall be responsible for:
 - a. The design, installation, ownership, operation, and maintenance of the two (2) new two-way phase-over-phase switches and three (3) of which have MOABs to be called Schafrath Switch including necessary structures replacing the existing hard tap switch (see Exhibit 1: Proposed Future Configuration).
 - b. Removal of the existing hard tap (see Exhibit 1: Existing Configuration)
 - c. Purchase, install, own, operate, and maintain the billing meter (“Meter”). The actual cost of the Meter will be recovered through the monthly charges for the Meter and Meter-related services listed in Attachment 1 of the ILDSA between OPCO and Buckeye and will be effective the month following the date of in-service.

- d. Perform the commissioning, programming, testing, and secondary connection of the Meter and develop engineering drawings of the low side meter installation.

2. HWEC and Buckeye Responsibilities:

- a. HWEC will be responsible for the design, installation, ownership, operation, and maintenance of new potential transformers and current transformers to meet AEP's 3-element metering standard. The new metering will be located on the low side inside HWEC's substation and will be compensated to the point of interconnection with the OPCO Transmission Line.
- b. Buckeye will provide calculated meter compensation values and be responsible to ensure records are kept up to date.

COST RESPONSIBILITIES

3. AEP Cost Responsibilities: Except as described in Section 4.a. below with respect to the cost of the AEP Meter, AEP shall be responsible for all of the costs of its own facilities and work described in Section 1 above, including:

- a. Installed cost of two (2); two-way phase-over-phase switches including three (3) MOABs and associated switch attachment equipment.
- b. Switch operator platform cost (steel, foundation, grounding)
- c. Steel pole with foundation
- d. All work required for the AEP thru-path facilities.
- e. Total AEP investment for the work required at both the Golden Corners delivery point and the Clear Creek delivery point is \$972,219.

4. HWEC and Buckeye Cost Responsibilities: HWEC and Buckeye shall be responsible for the following costs:

- a. In accordance with Exhibit 2, Buckeye will reimburse AEP for the cost of the AEP Meter described in Section 1 above. The actual cost of the Meter will be recovered through the monthly charges for the Meter and Meter-related services listed in Attachment 1 of the ILDSA between OPCO and Buckeye and will be effective the month following the date of in-service. The estimated total cost for the Meter to be recovered by OPCO from Buckeye through Attachment 1 of the ILDSA is \$4,000. The total estimated cost for commissioning, programming, testing, and connecting the Meter with engineering drawings is \$8,000.
- b. HWEC and Buckeye shall be responsible for all of the costs of their own facilities and work described in Section 2 above.

PROVISIONS

5. AEP, Buckeye, and HWEC will work together so that each Party meets its own compliance with any applicable North American Electric Reliability Corporation ("NERC") or ReliabilityFirst Corporation Reliability Standards. This coordination shall include, but not be limited to, coordination of periodic maintenance, testing, and documentation of protective

equipment, as well as for the in-service commissioning thereof, in a timely fashion. This coordination may require AEP access to HWEC's substation and/or actions to be carried out by HWEC at AEP's direction as contemplated in the Operational Access and Control provisions in the ILDSA. Nothing in this Facilities Agreement shall be construed to expand or modify each Party's individual responsibility for its own compliance with NERC Reliability Standards, nor to make any Party in any way responsible for another Party's compliance.

6. AEP and Buckeye will incorporate the modified Golden Corners Delivery Point into the ILDSA, which will be filed by PJM, on behalf of AEP, under the PJM Service Agreements Tariff Revised Service Agreement No. 1336.
7. Billings, payments, and disputes under this Facilities Agreement shall be governed by the provisions of Section 5.1 of the ILDSA.
8. The indemnity obligations of the Parties under this Facilities Agreement shall be governed by the provisions of Section 5.3 of the ILDSA.
9. The effective date and term of this Facilities Agreement shall be governed by the provisions of Section 5.4 of the ILDSA.
10. The regulatory authorities applicable to this Facilities Agreement are those provided in Section 5.5 of the ILDSA.
11. The assignment of this Facilities Agreement shall be governed by the provisions in Section 5.6 of the ILDSA.
12. In the event that this Facilities Agreement is not accepted by FERC, nothing in this Facilities Agreement shall obligate either Party to modify the Golden Corners Delivery Point, or to perform any additional obligation covered by the ILDSA, nor shall this Facilities Agreement establish any additional rights related to the Golden Corners Delivery Point; provided, however, that to the extent obligations required by the ILDSA have already been performed under this Facilities Agreement, such obligations shall be deemed satisfied.
13. AEP shall include the net cost of its transmission facilities in its transmission rates generally available under the PJM Tariff or its successor tariff. Pursuant to Section 2.5.4 of the ILDSA, it is generally AEP's policy to construct, own, operate and maintain, any new transmission asset required to establish service to an end user network transmission customer, including integrated radial facilities. If the new integrated radial facility is excluded from transmission rates by the PJM Tariff and/or an order issued by FERC addressing such assets, HWEC or Buckeye shall be responsible the costs of such radial facility as of the effective date determined by FERC. The costs associated with the excluded radial facility shall be calculated (net of any CIAC reimbursement) and recovered through monthly charges as listed in Attachment 1 of the ILDSA. Such CIAC reimbursement by HWEC or Buckeye to AEP for such excluded costs shall be made within forty-five (45) days after notice from AEP.
14. In accordance with Section 2.3 of the ILDSA, AEP agrees to proceed with the initial design, engineering, and equipment procurement of the AEP Delivery Point Facilities upon

The above names and addresses of any Party may be changed at any time by notice to the other Parties. IN WITNESS WHEREOF, each of the Parties has caused this Facilities Agreement to be duly executed, effective as of the date first written above.

Holmes-Wayne Electric Cooperative, Inc.

By: /s/ Glenn Miller
President/CEO

Date: July 25th, 2018

Buckeye Power, Inc.

By: /s/ Craig Grooms
Vice President, Engineering & Operations

Date: July 18th, 2018

American Electric Power Service Corporation

As agent for **Ohio Power Company** and **AEP Ohio Transmission Company**

By: /s/ Robert Pennybaker
Director, System Interconnections

Date: August 1, 2018

Exhibit 1

Existing Configuration

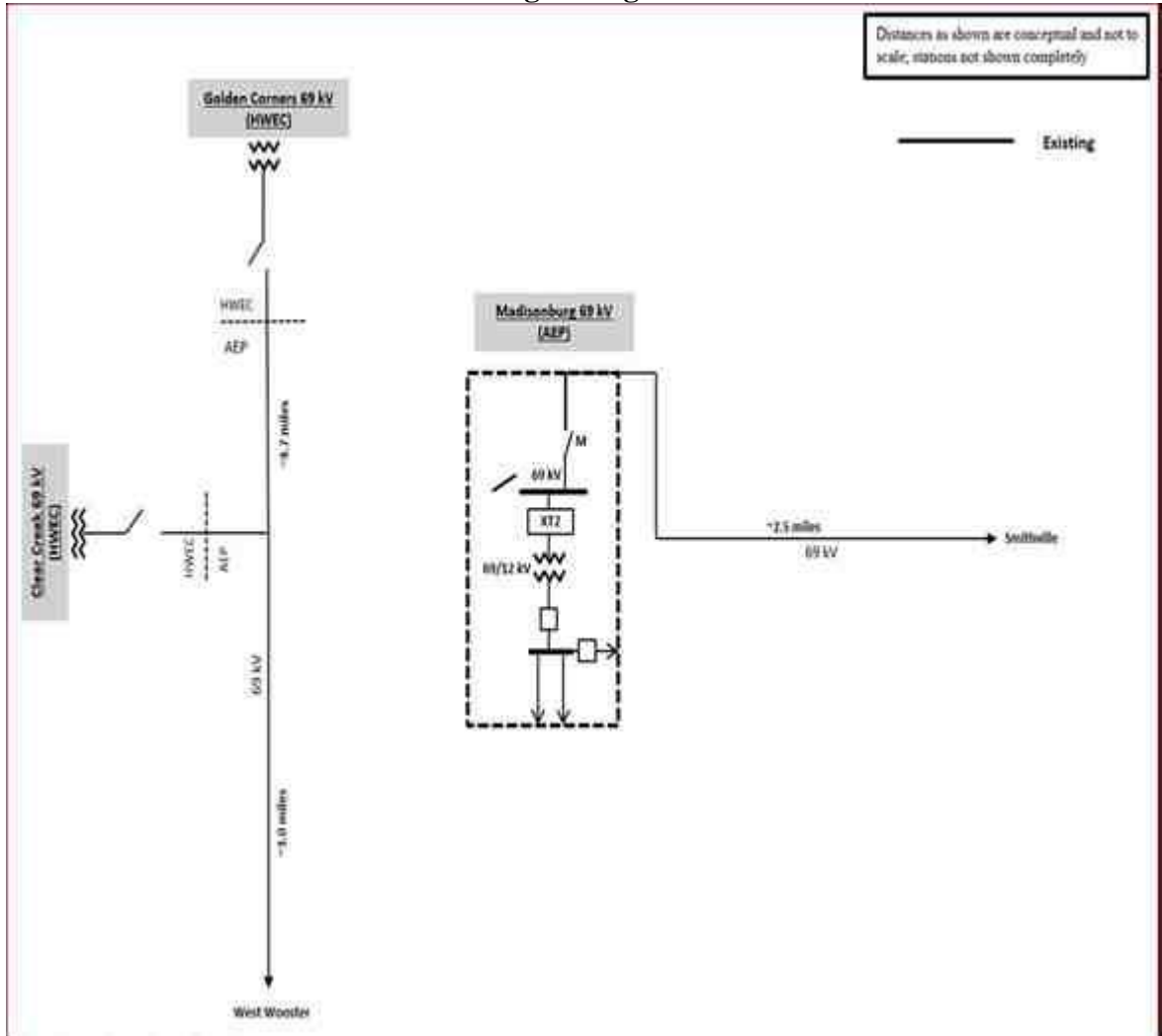


Exhibit 1 (continued)

Proposed Future Configuration

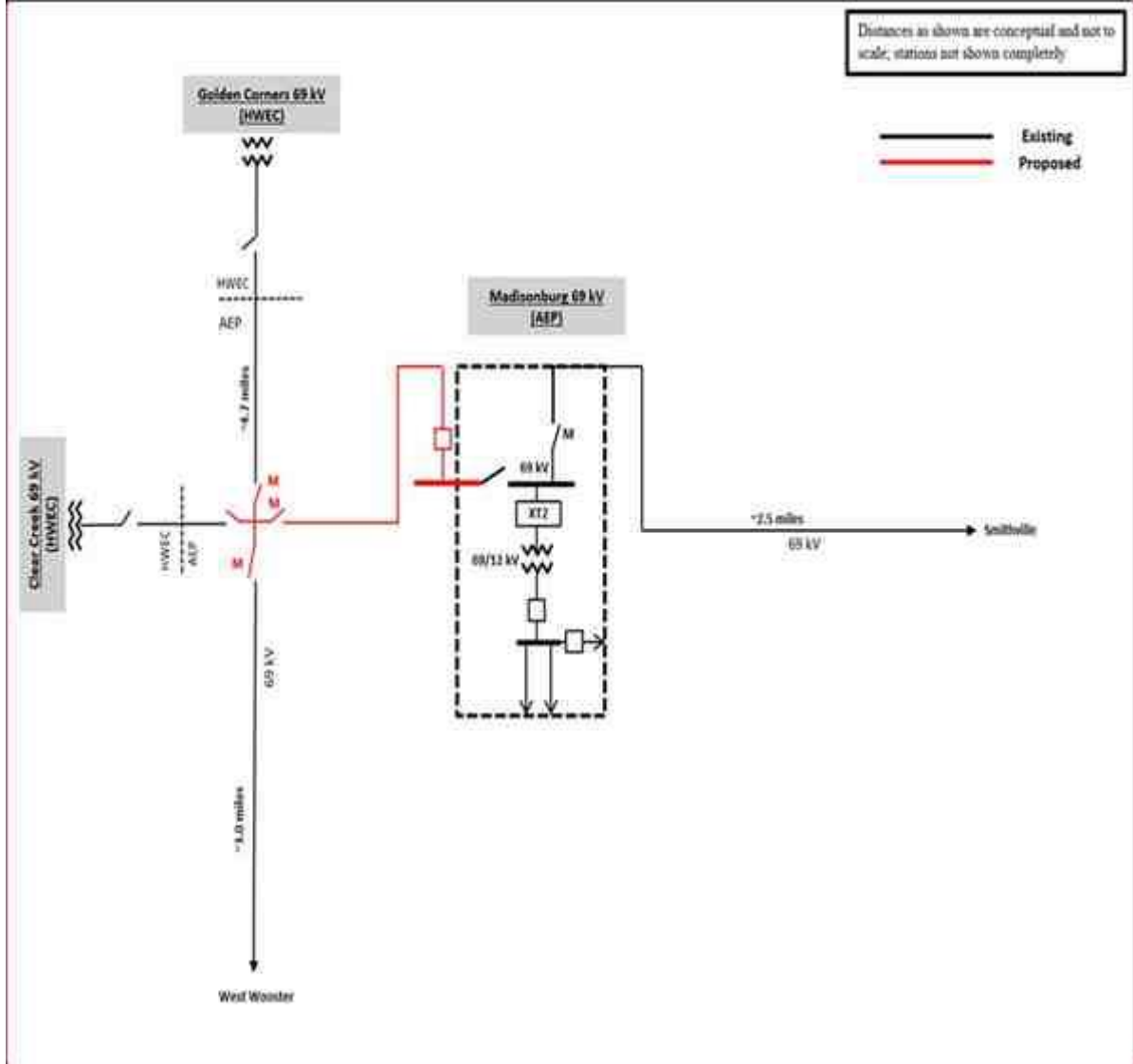


Exhibit 2

Cost Estimate and Payment Schedule¹

AEP's estimate to perform the work assigned to it for which Buckeye has cost responsibility is \$12,000 of which \$8,000 will be collected from Buckeye pursuant to the payment schedule below. The remaining \$4,000 will be collected from Buckeye through Attachment "1" of the ILDSA.

Work Performed	Amount
Metering and associated connections and drawings, commissioning and testing	<u>\$8,000</u>
Total Estimated Cost	\$8,000
Payment Schedule	
Within twenty (20) business days after the Execution Date of this Agreement	\$8,000
Total Payments	<u><u>\$8,000</u></u>

¹ Final payment amount to be paid by Buckeye based on true up of actual AEP costs once those actual costs are known, including applicable tax gross up. Estimates do not include tax gross up.

New South Olive Delivery Point (93-16) Facilities Agreement

This Agreement is entered into this 1st day of August, 2018, by and between Ohio Power Company (“OPCO”) and AEP Ohio Transmission Company, Inc. (“OHTCO,” together with OPCO “AEP”), Washington Electric Cooperative (“WEC”), an Ohio not-for-profit corporation and Buckeye Power, Inc., an Ohio not-for-profit corporation (“Buckeye”), being sometimes herein referred to collectively as the “Parties” or singularly as a “Party”.

WITNESSETH:

WHEREAS, the purpose of this Facilities Agreement is to provide for establishing the new 138kV New South Olive Delivery Point, referred to in the Interconnection and Local Delivery Service Agreement (“ILDSA”) and this Facilities Agreement as the “**New South Olive Delivery Point**” (93-16).

WHEREAS, WEC owns distribution facilities in Ohio and is engaged in the distribution and sale of electric power and energy in Ohio, and WEC is a member of Buckeye.

WHEREAS, WEC has requested the New South Olive Delivery Point to serve load presently served by the existing 23kV delivery points.

WHEREAS, Buckeye currently takes network integration transmission service under the PJM Interconnection, L.L.C. (“PJM”) Open Access Transmission Tariff (“PJM Tariff”) for Buckeye’s existing delivery points.

WHEREAS, in conjunction with Buckeye’s taking of PJM network integration transmission service, Buckeye and AEP are parties to a certain ILDSA.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants and agreements set forth herein, the Parties hereby agree as follows:

DIRECT CONNECTION OF FACILITIES AND SYSTEM UPGRADES

1. AEP Responsibilities. AEP shall be responsible for:

- a. The design, installation, ownership, operation, and maintenance of a new 3-way 138kV phase-over-phase line switch including necessary structures, with motor-operators where permitted (“South Olive Switch”) connected to OHTCO’s South Caldwell-Devola 138kV circuit (“OHTCO Transmission Line”). (see Exhibit 1: Proposed Future Configuration).
- b. Purchase, install, own, operate, and maintain the billing meter (“Meter”). The actual cost of the Meter will be recovered through the monthly charges for the Meter and Meter-related services listed in Attachment 1 of the ILDSA between OPCO and Buckeye and will be effective the month following the date of in-service.

- c. Perform the commissioning, programming, testing, and secondary connection of the Meter and develop engineering drawings of the low side meter installation.

COST RESPONSIBILITIES

2. **AEP Cost Responsibilities.** Except as described in Section 3.a. below with respect to the cost of the AEP Meter, AEP shall be responsible for all of the costs of its own facilities and work described in Section 1 above, including:
 - a. Installed cost of the new 3-way 138kV phase-over-phase line switch including necessary structure, MOABs and switch attachment equipment.
 - b. Switch operator platform cost (steel, foundation, grounding)
 - c. Steel pole with foundation
 - d. AEP investment for the above work is approximately \$855,900.
3. **WEC and Buckeye Cost Responsibilities.** WEC and Buckeye shall be responsible for the following costs:
 - a. One (1) 10/11/12.5/14 MVA 138-12.47kV delta-wye grounded transformer.
 - b. One (1) 138kV Siemens 3000A circuit breaker and associated relaying located within two spans of OHTCO's South Olive Switch.
 - c. One (1) 138kV motor-operated switch on the line side of the circuit breaker to allow isolation of WEC New South Olive Delivery Point when needed.
 - d. One (1) new 12.47kV-class main & transfer buses, regulators, circuit reclosers, and other associated distribution equipment.
 - e. Install, own, operate, and maintain new three element potential transformers and current transformers on the 12.47kV side of its new transformer at its New South Olive Delivery Point. OPCO shall provide WEC, or its contractor, with physical drawings of the instrument transformers. Prior to construction WEC, or its contractor, shall obtain OPCO's approval on the engineering drawing and one line diagram of the metering. OPCO shall provide a new billing meter and associated equipment including, but not limited to, the meter socket, junction box, and any cables not provided by WEC ("Metering"). WEC, or its contractor, shall mount the potential transformers and current transformers providing all primary connectors and making primary connections, at WEC's cost.
 - f. The estimated cost for commissioning, programming, testing, and connection of the meter and developing engineering drawings is \$8,000.
 - g. In accordance with Exhibit 2, Buckeye will reimburse AEP for the cost of the AEP Meter described in Section 1 above. The actual cost of the Meter will be recovered through the monthly charges for the Meter and Meter-related services listed in Attachment 1 of the ILDSA between OPCO and Buckeye and will be effective the month following the date of in-service. The estimated total cost for the Meter to be recovered by OPCO from Buckeye through Attachment 1 of the ILDSA is \$4,000.

PROVISIONS

4. WEC and OHTCO will continue to coordinate on the siting of the OHTCO Transmission Line, South Olive Switch, and New South Olive Delivery Point. Each party will be responsible for securing its own property for the facilities it will own.
5. WEC shall provide AEP with equipment specifications, as requested, as soon as they are available including, but not limited to, specifications for WEC's New South Olive Delivery Point transformer, fault interrupting device, and protection and control settings.
6. AEP is retiring its existing 23kV electric system serving a portion of WEC's existing delivery points and constructing new 138kV facilities to serve WEC and AEP load in the area. The earliest anticipated in-service date for South Olive Switch is September 2018, but is subject to change depending on the timing of the larger transmission project. AEP agrees to revise Attachment 1 of the ILDSA to reflect changes to distribution charges that will no longer be applicable to WEC upon retirement of the 23kV facilities serving South Olive Switch.
7. AEP, Buckeye, and WEC will work together so that each Party meets its own compliance with any applicable North American Electric Reliability Corporation ("NERC") or ReliabilityFirst Corporation Reliability Standards. This coordination shall include, but not be limited to, coordination of periodic maintenance, testing, and documentation of protective equipment, as well as for the in-service commissioning thereof, in a timely fashion. This coordination may require AEP access to WEC's substation and/or actions to be carried out by WEC at AEP's direction as contemplated in the Operational Access and Control provisions in the ILDSA. Nothing in this Facilities Agreement shall be construed to expand or modify each Party's individual responsibility for its own compliance with NERC Reliability Standards, nor to make any Party in any way responsible for another Party's compliance.
8. AEP and Buckeye will incorporate the New South Olive Delivery Point into the ILDSA, which will be filed by PJM, on behalf of AEP, under the PJM Service Agreements Tariff Agreement No. 1336.
9. Billings, payments, and disputes under this Facilities Agreement shall be governed by the provisions of Section 5.1 of the ILDSA.
10. The indemnity obligations of the Parties under this Facilities Agreement shall be governed by the provisions of Section 5.3 of the ILDSA.
11. The effective date and term of this Facilities Agreement shall be governed by the provisions of Section 5.4 of the ILDSA.
12. The regulatory authorities applicable to this Facilities Agreement are those provided in Section 5.5 of the ILDSA.

13. The assignment of this Facilities Agreement shall be governed by the provisions in Section 5.6 of the ILDSA.
14. In the event that this Facilities Agreement is not accepted by FERC, nothing in this Facilities Agreement shall obligate either Party to establish the New South Olive Delivery Point, or to perform any additional obligation covered by the ILDSA, nor shall this Facilities Agreement establish any additional rights related to the New South Olive Delivery Point; provided, however, that to the extent obligations required by the ILDSA have already been performed under this Facilities Agreement, such obligations shall be deemed satisfied.
15. AEP shall include the net cost of its transmission facilities in its transmission rates generally available under the PJM Tariff or its successor tariff. Pursuant to Section 2.5.4 of the ILDSA, it is generally AEP's policy to construct, own, operate and maintain, any new transmission asset required to establish service to an end user network transmission customer, including integrated radial facilities. If the new integrated radial facility is excluded from transmission rates by the PJM Tariff and/or an order issued by FERC addressing such assets, WEC or Buckeye shall be responsible the costs of such radial facility as of the effective date determined by FERC. The costs associated with the excluded radial facility shall be calculated (net of any CIAC reimbursement) and recovered through monthly charges as listed in Attachment 1 of the ILDSA. Such CIAC reimbursement by WEC or Buckeye to AEP for such excluded costs shall be made within forty-five (45) days after notice from AEP.
16. In accordance with Section 2.3 of the ILDSA, AEP agrees to proceed with the initial design, engineering, and equipment procurement for the South Olive Switch, and Metering, and Meter Checkout ("the Work") upon execution of this Facilities Agreement. AEP shall perform the Work in accordance with Good Utility Practice and use commercially reasonable efforts to meet a mutually agreed upon in service date. The schedule is contingent upon (1) no significant deviations in the scope of work described in this Facilities Agreement; (2) no requests from WEC and/or Buckeye for delays in the performance of the Work; (3) no delays in the performance of Work caused by WEC and/or Buckeye; (4) the timing of larger area construction project discussed in section 7; and (5) AEP's receipt of this executed Agreement. AEP shall not be responsible for delays in completion of the Work by the agreed upon in service date based on events of Force Majeure (as defined in the PJM Tariff). Commencement and/or completion of the Work does not guarantee available transmission capacity.
17. AEP and WEC shall keep each other, and shall keep Buckeye, informed as to the progress of the engineering, design, procurement, or construction activities performed under this Facilities Agreement.
18. AEP and WEC shall operate and maintain their respective facilities in a good faith manner that will protect the personnel, operations, facilities and service of both AEP and WEC.
19. This Facilities Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

20. The Parties shall exercise their best efforts to resolve any dispute that may arise between them in relation to this Facilities Agreement through amicable discussions between their respective representatives.
21. In the case of any conflict between this Facilities Agreement and the ILDSA, the ILDSA shall control.
22. Capitalized Terms that are not defined within this Facilities Agreement shall have the meanings as specified in the ILDSA or PJM Tariff, as applicable.
23. Notices given pursuant to this Facilities Agreement shall be given in writing as follows:

If to AEP: American Electric Power Service Corporation
 Attn: Robert Pennybaker
 Director, System Interconnections
 212 E. 6th St.
 Tulsa, OK 74119

If to Buckeye: Buckeye Power, Inc.
 Attn: Craig Grooms
 Vice President, Engineering & Operations
 6677 Busch Blvd.
 Columbus, OH 43229

If to WEC: Washington Electric Cooperative
 Attn: Jack Bragg
 General Manager/CEO
 440 Highland Ridge Rd.
 PO Box 800
 Marietta, OH 45750-0800

The above names and addresses of any Party may be changed at any time by notice to the other Parties.

24. OPCO and OHTCO shall be severally, and not jointly, liable for any obligations hereunder.

IN WITNESS WHEREOF, each of the Parties has caused this Facilities Agreement to be duly executed, effective as of the date first written above.

Washington Electric Cooperative

By: /s/ Jack Bragg
General Manager/CEO

Date: July 20, 2018

Buckeye Power, Inc.

By: /s/ Craig Grooms
Vice President, Engineering & Operations

Date: July 18, 2018

American Electric Power Service Corporation

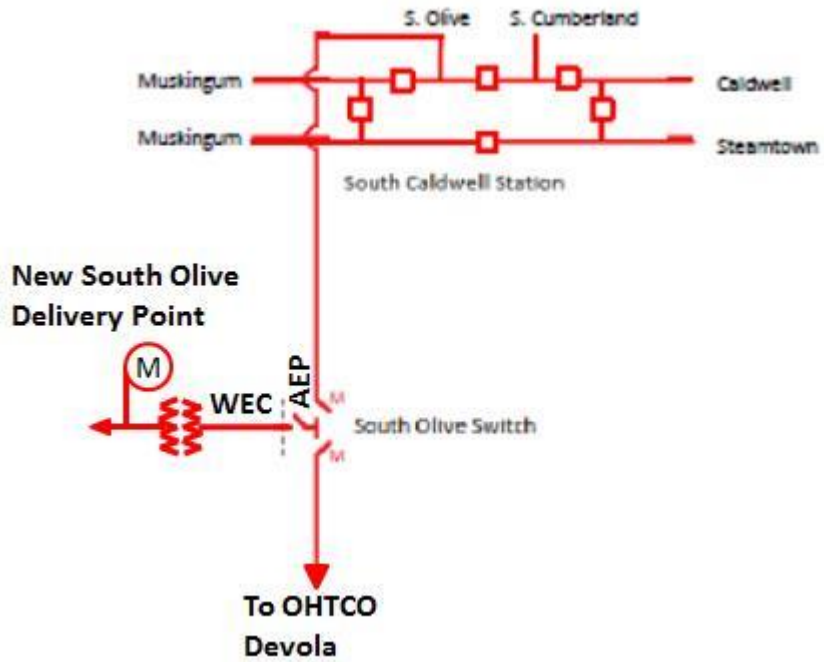
As agent for Ohio Power Company and AEP Ohio Transmission Company, Inc.

By: /s/ Robert Pennybaker
Director, System Interconnections

Date: August 1, 2018

Exhibit 1

Proposed Future Configuration



The Point of Interconnection will be at the dead-end structure inside of WEC's New South Olive Station with AEP owning the conductors and WEC owning the structure and attachment facilities.

PROJECT COST PROJECTIONS

1. Cost Estimate

Cost Estimate and Payment Schedule¹

AEP’s estimate to perform the work assigned to the parties for which Buckeye has cost responsibility is \$12,000 of which \$8,000 will be collected from Buckeye pursuant to the payment schedule below. The remaining \$4,000 will be collected from Buckeye through Attachment “1” of the ILDSA.

Work	to	be	Performed
Amount			
Metering and associated connections and drawings, commissioning and testing			<u>\$8,000</u>
Total Estimated Cost			\$8,000
Payment Schedule			
Within twenty (20) business days after the Execution Date of this Agreement			\$8,000
Total Payments			<u><u>\$8,000</u></u>

¹ Final payment amount to be paid by Buckeye based on true up of actual AEP costs once those actual costs are known, including applicable tax gross up. Estimates do not include tax gross up.

Rouse Delivery Point (93-17) Facilities Agreement

This Agreement is entered into this 1st day of August, 2018, by and between Ohio Power Company (“OPCO”) and AEP Ohio Transmission Company, Inc. (“OHTCO,” together with OPCO “AEP”), Washington Electric Cooperative (“WEC”), an Ohio not-for-profit corporation and Buckeye Power, Inc., an Ohio not-for-profit corporation (“Buckeye”), being sometimes herein referred to collectively as the “Parties” or singularly as a “Party”.

WITNESSETH:

WHEREAS, the purpose of this Facilities Agreement is to provide for establishing the new 138kV Rouse Delivery Point, referred to in the Interconnection and Local Delivery Service Agreement (“ILDSA”) and this Facilities Agreement as the “**Rouse Delivery Point**” (93-17).

WHEREAS, WEC owns distribution facilities in Ohio and is engaged in the distribution and sale of electric power and energy in Ohio, and WEC is a member of Buckeye.

WHEREAS, WEC has requested the Rouse Delivery Point to serve load presently served by the existing 23kV delivery points.

WHEREAS, Buckeye currently takes network integration transmission service under the PJM Interconnection, L.L.C. (“PJM”) Open Access Transmission Tariff (“PJM Tariff”) for Buckeye’s existing delivery points.

WHEREAS, in conjunction with Buckeye’s taking of PJM network integration transmission service, Buckeye and AEP are parties to a certain ILDSA.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants and agreements set forth herein, the Parties hereby agree as follows:

DIRECT CONNECTION OF FACILITIES AND SYSTEM UPGRADES

1. **AEP Responsibilities.** AEP shall be responsible for:
 - a. The design, installation, ownership, operation, and maintenance of a new 3-way 138kV phase-over-phase line switch including necessary structures, with motor-operators where permitted (“Rouse Switch”) connected to OHTCO’s Lamping-Devola 138kV circuit (“OHTCO Transmission Line”). (see Exhibit 1: Proposed Future Configuration).
 - b. Purchase, install, own, operate, and maintain the billing meter (“Meter”). The actual cost of the Meter will be recovered through the monthly charges for the Meter and Meter-related services listed in Attachment 1 of the ILDSA between OPCO and Buckeye and will be effective the month following the date of in-service.
 - c. Perform the commissioning, programming, testing, and secondary connection of the Meter and develop engineering drawings of the low side meter installation.

COST RESPONSIBILITIES

2. **AEP Cost Responsibilities.** AEP shall be responsible for all of the costs of its own facilities and work described in Section 1 above, including:
 - a. Installed cost of the new 3-way 138kV phase-over-phase line switch including necessary structure, MOABs and associated switch attachment equipment.
 - b. Switch operator platform cost (steel, foundation, grounding)
 - c. Steel pole with foundation
 - d. AEP investment for the above work is approximately \$614,837.

3. **WEC and Buckeye Cost Responsibilities.** WEC and Buckeye shall be responsible for the following costs:
 - a. One (1) 10/11/12.5/14 MVA 138-12.47kV delta-wye grounded transformer.
 - b. One (1) 138kV S&C 3000A circuit breaker and associated relaying located within two spans of OHTCO's Rouse Switch.
 - c. One (1) 138kV motor-operated switch on the line side of the circuit switcher to allow isolation of WEC Rouse Delivery Point when needed.
 - d. One (1) new 12.47kV-class main & transfer buses, regulators, circuit reclosers, and other associated distribution equipment.
 - e. Install, own, operate, and maintain new three element potential transformers and current transformers on the 12.47kV side of its new transformer at its Rouse Delivery Point. OPCO shall provide WEC, or its contractor, with physical drawings of the instrument transformers. Prior to construction WEC, or its contractor, shall obtain OPCO's approval on the engineering drawing and one line diagram of the metering. OPCO shall provide a new billing meter and associated equipment including, but not limited to, the meter socket, junction box, and any cables not provided by WEC ("Metering"). WEC, or its contractor, shall mount the potential transformers and current transformers providing all primary connectors and making primary connections, at WEC's cost.
 - f. In accordance with Exhibit 2, Buckeye will reimburse AEP for the cost of the AEP Meter described in Section 1 above. The actual cost of the Meter will be recovered through the monthly charges for the Meter and Meter-related services listed in Attachment 1 of the ILDSA between OPCO and Buckeye and will be effective the month following the date of in-service. The estimated total cost for the Meter to be recovered by OPCO from Buckeye through Attachment 1 of the ILDSA is \$4,000.
 - g. The estimated cost for commissioning, programming, testing, and connection of the meter and developing engineering drawings is \$8,000.

PROVISIONS

4. WEC and OHTCO will continue to coordinate on the siting of the OHTCO Transmission Line, Rouse Switch, and Rouse Delivery Point. Each party will be responsible for securing its own property for the facilities it will own.
5. WEC shall provide AEP with equipment specifications, as requested, as soon as they are available including, but not limited to, specifications for WEC's Rouse Delivery Point transformer, fault interrupting device, and protection and control settings.

6. AEP is retiring its existing 23kV electric system serving a portion of WEC's existing delivery points and constructing new 138kV facilities to serve WEC and AEP load in the area. The earliest anticipated in-service date for Rouse Switch is March 2019, but is subject to change depending on the timing of the larger transmission project. AEP agrees to revise Attachment 1 of the ILDSA to reflect changes to distribution charges that will no longer be applicable to WEC upon retirement of the 23kV facilities serving Leith Run.
7. AEP, Buckeye, and WEC will work together so that each Party meets its own compliance with any applicable North American Electric Reliability Corporation ("NERC") or ReliabilityFirst Corporation Reliability Standards. This coordination shall include, but not be limited to, coordination of periodic maintenance, testing, and documentation of protective equipment, as well as for the in-service commissioning thereof, in a timely fashion. This coordination may require AEP access to WEC's substation and/or actions to be carried out by WEC at AEP's direction as contemplated in the Operational Access and Control provisions in the ILDSA. Nothing in this Facilities Agreement shall be construed to expand or modify each Party's individual responsibility for its own compliance with NERC Reliability Standards, nor to make any Party in any way responsible for another Party's compliance.
8. AEP and Buckeye will incorporate the Rouse Delivery Point into the ILDSA, which will be filed by PJM, on behalf of AEP, under the PJM Service Agreements Tariff Agreement No. 1336.
9. Billings, payments, and disputes under this Facilities Agreement shall be governed by the provisions of Section 5.1 of the ILDSA.
10. The indemnity obligations of the Parties under this Facilities Agreement shall be governed by the provisions of Section 5.3 of the ILDSA.
11. The effective date and term of this Facilities Agreement shall be governed by the provisions of Section 5.4 of the ILDSA.
12. The regulatory authorities applicable to this Facilities Agreement are those provided in Section 5.5 of the ILDSA.
13. The assignment of this Facilities Agreement shall be governed by the provisions in Section 5.6 of the ILDSA.
14. In the event that this Facilities Agreement is not accepted by FERC, nothing in this Facilities Agreement shall obligate either Party to establish the Rouse Delivery Point, or to perform any additional obligation covered by the ILDSA, nor shall this Facilities Agreement establish any additional rights related to the Rouse Delivery Point; provided, however, that to the extent obligations required by the ILDSA have already been performed under this Facilities Agreement, such obligations shall be deemed satisfied.
15. AEP shall include the net cost of its transmission facilities in its transmission rates generally available under the PJM Tariff or its successor tariff. Pursuant to Section 2.5.4 of the ILDSA, it is generally AEP's policy to construct, own, operate and maintain, any new transmission asset required to establish service to an end user network transmission customer, including

integrated radial facilities. If the new integrated radial facility is excluded from transmission rates by the PJM Tariff and/or an order issued by FERC addressing such assets, WEC or Buckeye shall be responsible the costs of such radial facility as of the effective date determined by FERC. The costs associated with the excluded radial facility shall be calculated (net of any CIAC reimbursement) and recovered through monthly charges as listed in Attachment 1 of the ILDSA. Such CIAC reimbursement by WEC or Buckeye to AEP for such excluded costs shall be made within forty-five (45) days after notice from AEP.

16. In accordance with Section 2.3 of the ILDSA, AEP agrees to proceed with the initial design, engineering, and equipment procurement for the Rouse Switch, and Metering, and Meter Checkout (“the Work”) upon execution of this Facilities Agreement. AEP shall perform the Work in accordance with Good Utility Practice and use commercially reasonable efforts to meet a mutually agreed upon in service date. The schedule is contingent upon (1) no significant deviations in the scope of work described in this Facilities Agreement; (2) no requests from WEC and/or Buckeye for delays in the performance of the Work; (3) no delays in the performance of Work caused by WEC and/or Buckeye; (4) the timing of larger area construction project discussed in section 7; and (5) AEP’s receipt of this executed Agreement. AEP shall not be responsible for delays in completion of the Work by the agreed upon in service date based on events of Force Majeure (as defined in the PJM Tariff). Commencement and/or completion of the Work does not guarantee available transmission capacity.
17. AEP and WEC shall keep each other, and shall keep Buckeye, informed as to the progress of the engineering, design, procurement, or construction activities performed under this Facilities Agreement.
18. AEP and WEC shall operate and maintain their respective facilities in a good faith manner that will protect the personnel, operations, facilities and service of both AEP and WEC.
19. This Facilities Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
20. The Parties shall exercise their best efforts to resolve any dispute that may arise between them in relation to this Facilities Agreement through amicable discussions between their respective representatives.
21. In the case of any conflict between this Facilities Agreement and the ILDSA, the ILDSA shall control.
22. Capitalized Terms that are not defined within this Facilities Agreement shall have the meanings as specified in the ILDSA or PJM Tariff, as applicable.

23. Notices given pursuant to this Facilities Agreement shall be given in writing as follows:

If to AEP: American Electric Power Service Corporation
Attn: Robert Pennybaker
Director, System Interconnections
212 E. 6th St.
Tulsa, OK 74119

If to Buckeye: Buckeye Power, Inc.
Attn: Craig Grooms
Vice President, Engineering & Operations
6677 Busch Blvd.
Columbus, OH 43229

If to WEC: Washington Electric Cooperative
Attn: Jack Bragg
General Manager/CEO
440 Highland Ridge Rd.
PO Box 800
Marietta, OH 45750-0800

The above names and addresses of any Party may be changed at any time by notice to the other Parties. IN WITNESS WHEREOF, each of the Parties has caused this Facilities Agreement to be duly executed, effective as of the date first written above.

Washington Electric Cooperative

By: /s/ Jack Bragg
General Manager/CEO

Date: July 20, 2018

Buckeye Power, Inc.

By: /s/ Craig Grooms
Vice President, Engineering & Operations

Date: July 18, 2018

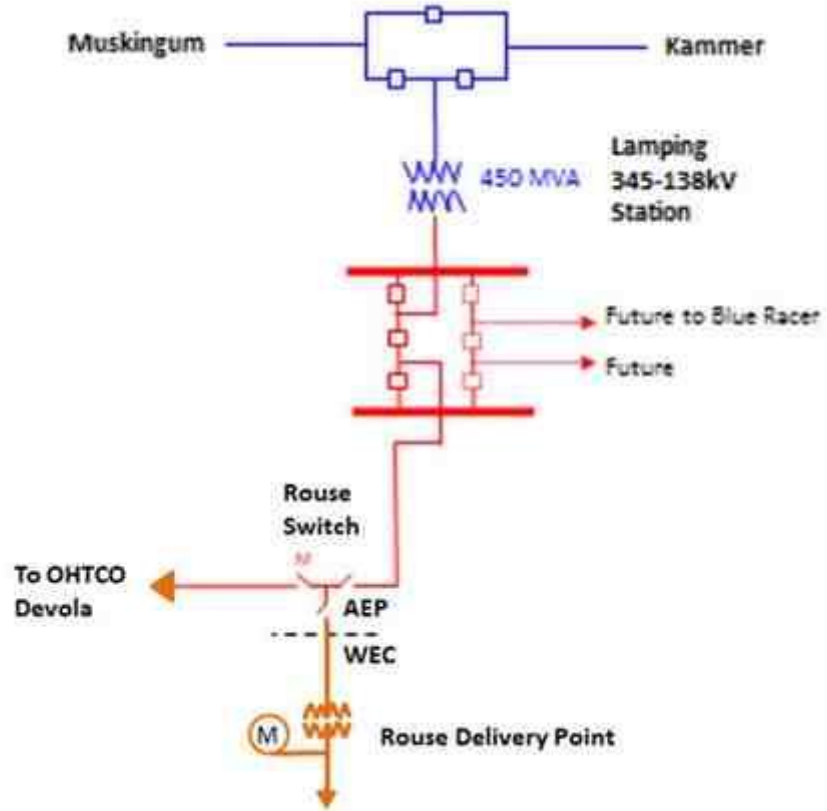
**American Electric Power Service Corporation
As agent for Ohio Power Company and AEP Ohio Transmission Company, Inc.**

By: /s/ Robert Pennybaker
Director, System Interconnections

Date: August 1, 2018

Exhibit 1

Proposed Future Configuration



The Point of Interconnection will be at the dead-end structure inside of WEC's Rouse Delivery Point with AEP owning the conductors and WEC owning the structure and attachment facilities.

PROJECT COST PROJECTIONS

1. Cost Estimate

Cost Estimate and Payment Schedule¹

AEP’s estimate to perform the work assigned to the parties for which Buckeye has cost responsibility is \$12,000 of which \$8,000 will be collected from Buckeye pursuant to the payment schedule below. The remaining \$4,000 will be collected from Buckeye through Attachment “1” of the ILDSA.

Work to be Performed	Amount
Metering and associated connections and drawings, commissioning and testing	\$4,000 <u>\$8,000</u>
Total Estimated Cost	\$12,000

Payment Schedule

Within twenty (20) business days after
the Execution Date of this Agreement

	\$8,000
	=====
Total Payments	\$8,000

¹ Final payment amount to be paid by Buckeye based on true up of actual AEP costs once those actual costs are known, including applicable tax gross up. Estimates do not include tax gross up.

Somerset Delivery Point (65-20) Facilities Agreement

This Agreement is entered into this 17th day of July, 2018, by and between Ohio Power Company and AEP Ohio Transmission Company (“OHTCO,” together with OPCO “AEP”), South Central Power, Inc., an Ohio not-for-profit corporation (“SCP”) and Buckeye Power, Inc., an Ohio not-for-profit corporation (“Buckeye”), being sometimes herein referred to collectively as the “Parties” or singularly as a “Party”.

WITNESSETH:

WHEREAS, the purpose of this Facilities Agreement is to provide for upgrading the existing 69 kV Somerset Delivery Point, referred to in the Interconnection and Local Delivery Service Agreement (“ILDSA”) and this Facilities Agreement as the “**Somerset Delivery Point (65-20)**”

WHEREAS, SCP owns distribution facilities in Ohio and is engaged in the distribution and sale of electric power and energy in Ohio, and SCP is a member of Buckeye.

WHEREAS, the existing 69 kV Somerset Delivery Point is presently served via a hard tap from AEP’s New Lexington-South Fultonham 69 kV transmission line (“AEP Transmission Line”) in Perry County, Ohio.

WHEREAS, Buckeye currently takes network integration transmission service under the PJM Open Access Transmission Tariff (“PJM Tariff”) for Buckeye’s existing delivery points.

WHEREAS, in conjunction with Buckeye’s taking of PJM network integration transmission service, Buckeye and AEP are parties to a certain ILDSA.

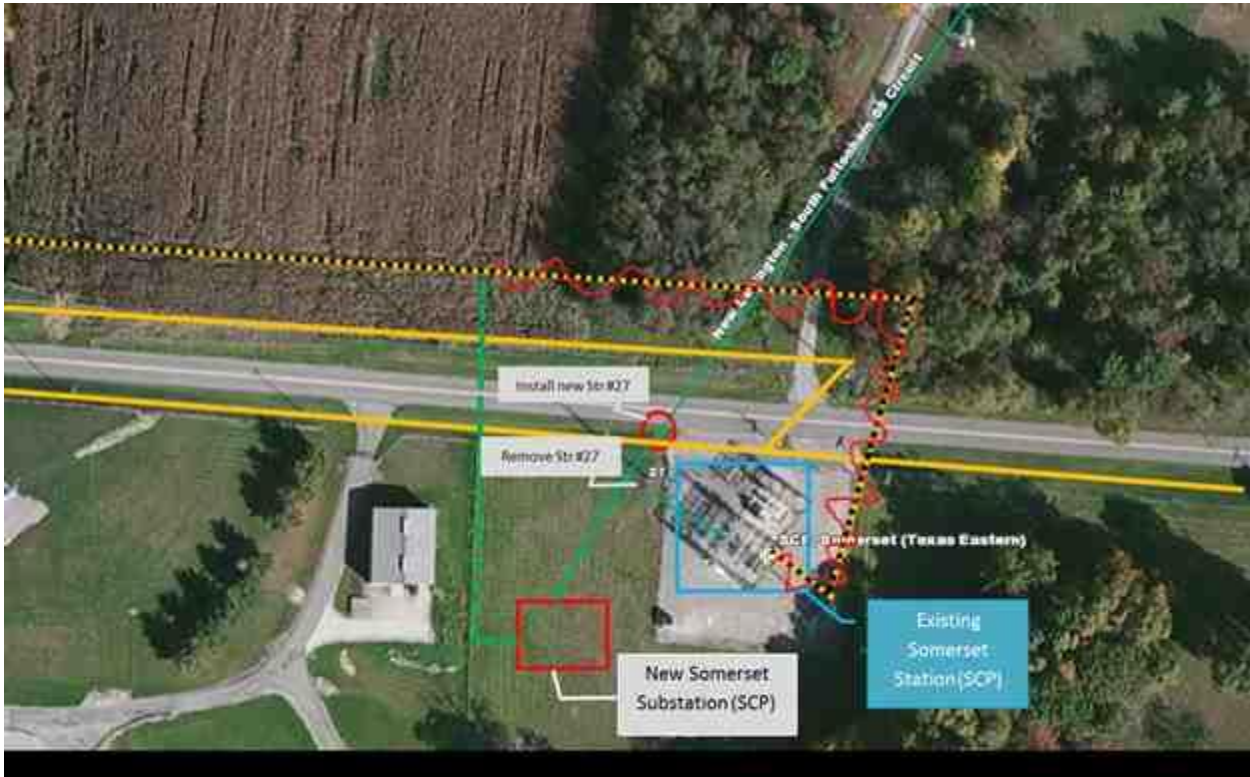
NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants and agreements set forth herein, the Parties hereby agree as follows:

DIRECT CONNECTION OF FACILITIES AND SYSTEM UPGRADES

1. **AEP Responsibilities:** AEP shall be responsible for:
 - a. The design, installation, ownership, and maintenance of a new Structure #27 with conductors at a new location to serve as a replacement for the new SCP Somerset 69 kV Delivery Point (see Figure 1: SCP Somerset Plans), constructed adjacent to the existing SCP Somerset Station.
 - b. Remove the existing Structure #27 on AEP’s Somerset – Texas Eastern 69 kV line (see Figure 1: SCP Somerset Plans).
 - c. Purchase, install, own, operate, and maintain the billing meter (“Meter”). The actual cost of the Meter will be recovered through the monthly charges for the Meter and Meter-related services listed in Attachment 1 of the ILDSA between OPCO and Buckeye and will be effective the month following the date of in-service.
 - d. Perform the commissioning, programming, testing, and secondary connection of the Meter and develop engineering drawings of the low side meter installation.

2. SCP and Buckeye Responsibilities:

- a. SCP will be responsible for the removal, installation, ownership, and maintenance of the existing 69 kV instrument transformers as recommended by AEP, providing the primary connections and necessary cable for the meter. Buckeye will provide calculated meter compensation values and be responsible to ensure records are kept up to date.
- b. Buckeye will provide calculated meter compensation values and be responsible to ensure records are kept up to date.



COST RESPONSIBILITIES

- 3. **AEP Cost Responsibilities:** Except as described in Section 4.a below with respect to the cost of the AEP meter, AEP shall be responsible for all of the costs of its own facilities and work described in Section 1 above, including:
 - a. Install a new Structure #27 at a new location to serve as a replacement for the new SCP Somerset delivery point.
 - b. Remove the existing Structure #27 on AEP's Somerset – Texas Eastern 69 kV line.
 - c. AEP investment for the above work is approximately \$77,832.
- 4. **SCP and Buckeye Cost Responsibilities:** SCP and Buckeye shall be responsible for the following costs:
 - a. In accordance with Exhibit 2, Buckeye will reimburse AEP for the cost of the AEP Meter described in Section 1 above. The actual cost of the Meter will be recovered through the monthly charges for the Meter and Meter-related services listed in Attachment 1 of the ILDSA between OPCO and Buckeye and will be effective the

- month following the date of in-service. The estimated total cost for the Meter to be recovered by OPCO from Buckeye through Attachment 1 of the ILDSA is \$4,000. SCP has the option of reusing the existing meter and meter cabinet which will offset the kV2c meter cost. The total estimated cost for commissioning, programming, testing, and connecting the Meter with engineering drawings is \$8,000.
- b. SCP and Buckeye shall be responsible for all of the costs of their own facilities and work described in Section 2 above.

PROVISIONS

5. AEP, Buckeye, and SCP will work together so that each Party meets its own compliance with any applicable North American Electric Reliability Corporation (“NERC”) or ReliabilityFirst Corporation Reliability Standards. This coordination shall include, but not be limited to, coordination of periodic maintenance, testing, and documentation of protective equipment, as well as for the in-service commissioning thereof, in a timely fashion. This coordination may require AEP access to SCP’s substation and/or actions to be carried out by SCP’s at AEP’s direction as contemplated in the Operational Access and Control provisions in the ILDSA. Nothing in this Facilities Agreement shall be construed to expand or modify each Party’s individual responsibility for its own compliance with NERC Reliability Standards, nor to make any Party in any way responsible for another Party’s compliance.
6. AEP and Buckeye will incorporate the modified Somerset Delivery Point into the ILDSA, which will be filed by PJM, on behalf of AEP, under the PJM Service Agreements Tariff Revised Service Agreement No. 1336.
7. Billings, payments, and disputes under this Facilities Agreement shall be governed by the provisions of Section 5.1 of the ILDSA.
8. The indemnity obligations of the Parties under this Facilities Agreement shall be governed by the provisions of Section 5.3 of the ILDSA.
9. The effective date and term of this Facilities Agreement shall be governed by the provisions of Section 5.4 of the ILDSA.
10. The regulatory authorities applicable to this Facilities Agreement are those provided in Section 5.5 of the ILDSA.
11. The assignment of this Facilities Agreement shall be governed by the provisions in Section 5.6 of the ILDSA.
12. In the event that this Facilities Agreement is not accepted by FERC, nothing in this Facilities Agreement shall obligate either Party to modify the Somerset Delivery Point, or to perform any additional obligation covered by the ILDSA, nor shall this Facilities Agreement establish any additional rights related to the Somerset Delivery Point; provided, however, that to the extent obligations required by the ILDSA have already been performed under this Facilities Agreement, such obligations shall be deemed satisfied.

13. AEP shall include the net cost of its transmission facilities in its transmission rates generally available under the PJM Tariff or its successor tariff. Pursuant to Section 2.5.4 of the ILDSA, it is generally AEP's policy to construct, own, operate and maintain, any new transmission asset required to establish service to an end user network transmission customer, including integrated radial facilities. If the new integrated radial facility is excluded from transmission rates by PJM Tariff and/or FERC proceeding applicable to such assets, SCP or Buckeye shall be responsible for such excluded costs back to an effective date determined by FERC. Such excluded costs will be calculated (net of any CIAC reimbursement) and recovered through monthly charges as listed in Attachment 1 of the ILDSA. Such CIAC reimbursement by SCP or Buckeye to AEP for such excluded costs shall be made within forty-five (45) days after notice from AEP.
14. In accordance with Section 2.3 of the ILDSA, AEP agrees to proceed with the initial design, engineering, and equipment procurement of the AEP Delivery Point Facilities upon execution of this Facilities Agreement ("the Work"). AEP shall perform the Work in accordance with Good Utility Practice and use commercially reasonable efforts to meet the in-service date of July 13, 2018; however the actual date will be collaborated and agreed upon by SCP and AEP. The schedule is contingent upon (1) no significant deviations in the scope of work described in this Facilities Agreement; (2) no requests from SCP and/or Buckeye for delays in the performance of the Work; (3) no delays in the performance of Work caused by SCP and/or Buckeye; (4) obtaining the required line clearances; and (5) AEP's receipt of this executed Agreement.
15. AEP and SCP shall keep each other, and shall keep Buckeye, informed as to the progress of the engineering, design, procurement, or construction activities performed under this Facilities Agreement.
16. AEP and SCP shall operate and maintain their respective facilities in a good faith manner that will protect the personnel, operations, facilities and service of both AEP and SCP.
17. This Facilities Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
18. The Parties shall exercise their best efforts to resolve any dispute that may arise between them in relation to this Facilities Agreement through amicable discussions between their respective representatives.
19. In the case of any conflict between this Facilities Agreement and the ILDSA, the ILDSA shall control.
20. Capitalized Terms that are not defined within this Facilities Agreement shall have the meanings as specified in the ILDSA or PJM Tariff, as applicable.

21. Notices given pursuant to this Facilities Agreement shall be given in writing as follows:

If to AEP: American Electric Power Service Corporation
Attn: Robert Pennybaker
Director, System Interconnections
212 E. 6th Street
Tulsa, OK 74119

If to Buckeye: Buckeye Power, Inc.
Attn: Craig Grooms
Vice President, Market Operations
6677 Busch Blvd.
Columbus, OH 43229

If to SCP: South Central Power, Inc.
Attn: Rick Lemonds
2780 Coonpath Rd.
Lancaster, OH 43130

The above names and addresses of any Party may be changed at any time by notice to the other Parties. IN WITNESS WHEREOF, each of the Parties has caused this Facilities Agreement to be duly executed, effective as of the date first written above.

South Central Power, Inc.

By: /s/ Rick Lemonds
President/CEO

Date: June 25th, 2018

Buckeye Power, Inc.

By: /s/ Craig Grooms
Vice President, Market Operations

Date: June 27th, 2018

American Electric Power Service Corporation

As agent for **Ohio Power Company** and **AEP Ohio Transmission Company**

By: /s/ Robert Pennybaker
Director, System Interconnections

Date: July 17th, 2018

Exhibit 1

Existing Configuration



Existing

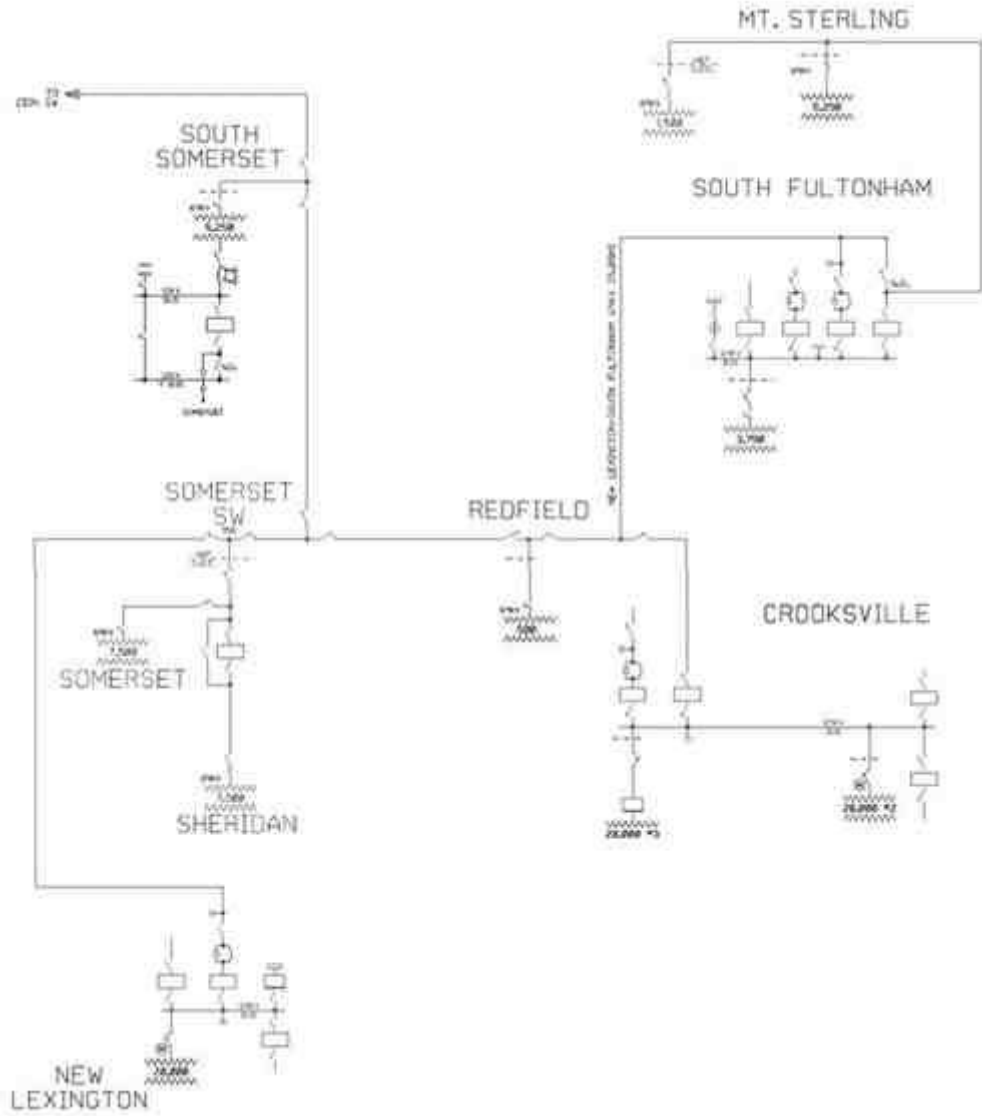


Exhibit 1 (continued)

Proposed Future Configuration – “Somerset Substation”

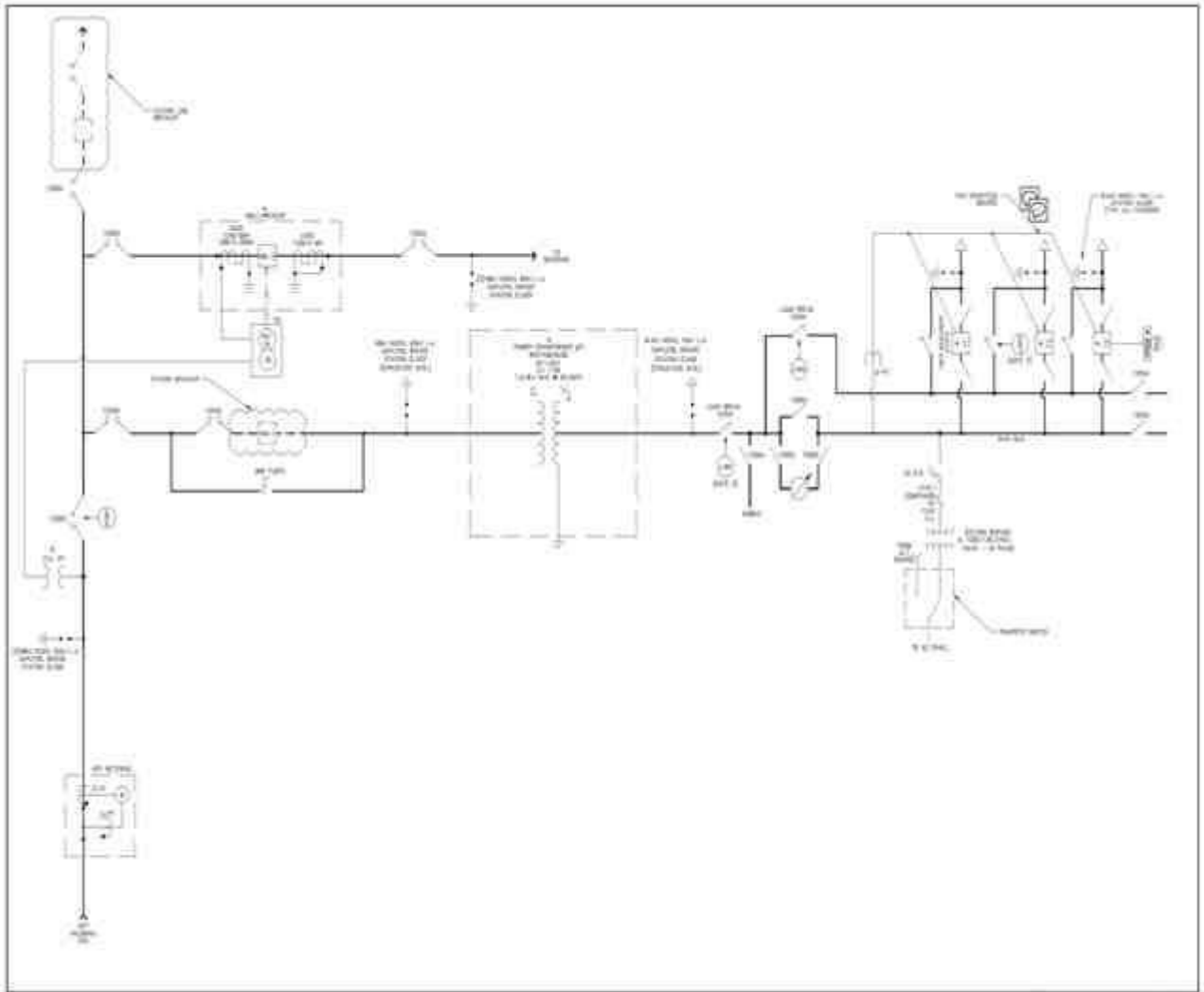


Exhibit 1 (continued)

Proposed Future Configuration

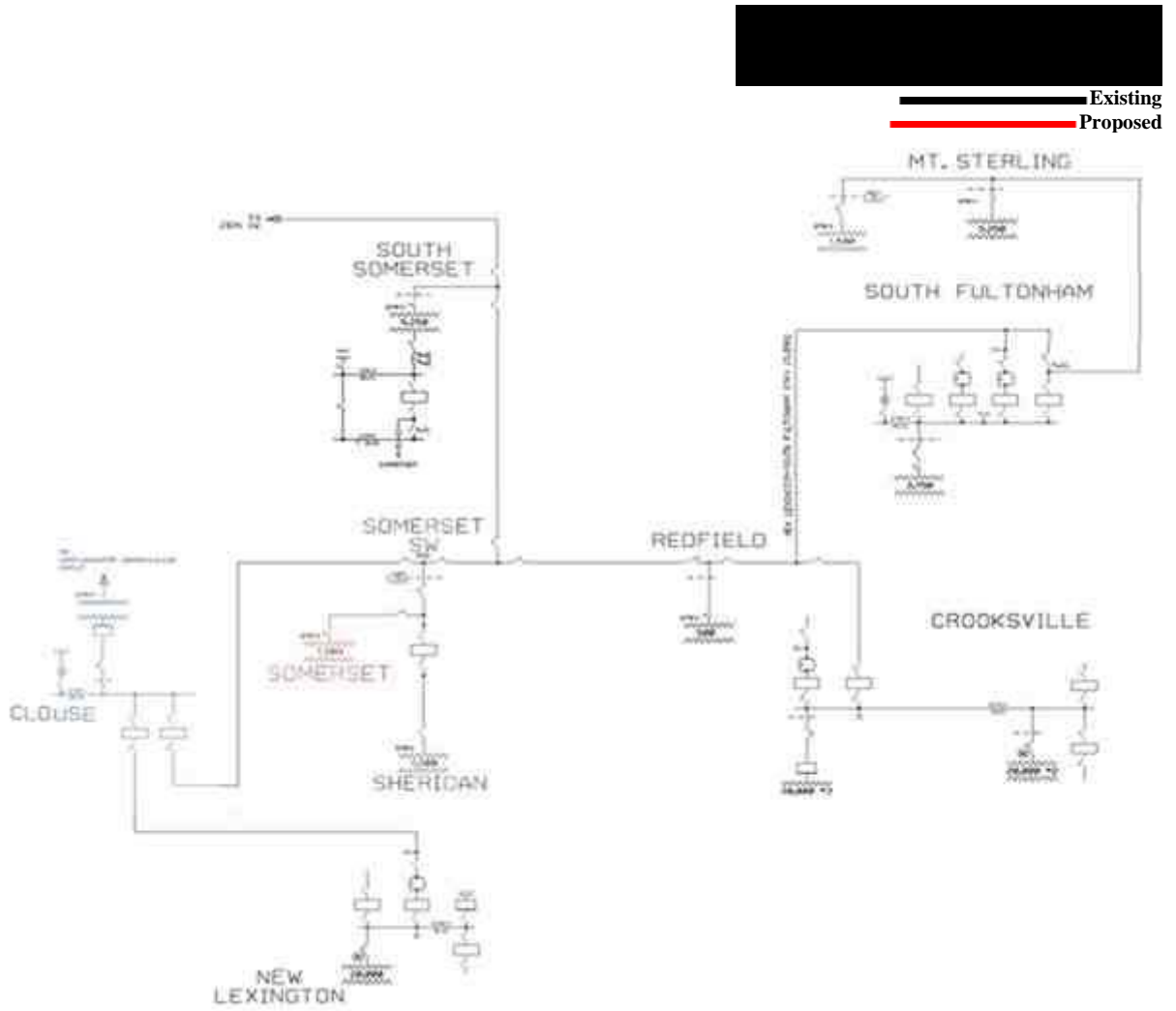


Exhibit 2

Cost Estimate and Payment Schedule¹

Total estimate to perform the work is \$77,832 of which \$8,000 is Buckeye's responsibility for the low side metering work. \$8,000 will be collected pursuant to the payment schedule below.

Work Performed	Amount
Metering and associated connections and drawings, commissioning and testing	<u>\$8,000</u>
Total Estimated Cost	\$8,000
Payment Schedule	
Within twenty (20) business days after the Execution Date of this Agreement	\$8,000
	=====
Total Payments	\$8,000

¹Final payment amount to be paid by Buckeye based on true up of actual AEP costs once those actual costs are known, including applicable tax gross up. Estimates do not include tax gross up.

Attachment C

Service Agreement No. 1336 and Facilities Agreements Original Signatures

The above names and addresses of any Party may be changed at any time by notice to the other Parties. IN WITNESS WHEREOF, each of the Parties has caused this Facilities Agreement to be duly executed, effective as of the date first written above.

Holmes-Wayne Electric Cooperative, Inc.

By: Henry W. Miller
President/CEO

Date: 7/25/18

Buckeye Power, Inc.

By: Craig Grooms
Vice President, Engineering & Operations

Date: 7/18/18

American Electric Power Service Corporation
As agent for **Ohio Power Company** and **AEP Ohio Transmission Company**

By: Robert Pennington
Director, System Interconnections

Date: August 1, 2018

The above names and addresses of any Party may be changed at any time by notice to the other Parties. IN WITNESS WHEREOF, each of the Parties has caused this Facilities Agreement to be duly executed, effective as of the date first written above.

Holmes-Wayne Electric Cooperative, Inc.

By: Henry W. Miller
President/CEO

Date: 7/25/18

Buckeye Power, Inc.

By: Clay Johnson
Vice President, Engineering & Operations

Date: 7/10/18

American Electric Power Service Corporation
As agent for **Ohio Power Company** and **AEP Ohio Transmission Company**

By: Robert Hamilton
Director, System Interconnections

Date: 8/1/2018

IN WITNESS WHEREOF, each of the Parties has caused this Facilities Agreement to be duly executed, effective as of the date first written above.

Washington Electric Cooperative

By: 
General Manager/CEO

Date: 7/20/18

Buckeye Power, Inc.

By: 
Vice President, Engineering & Operations

Date: 7/18/18

American Electric Power Service Corporation

As agent for Ohio Power Company and AEP Ohio Transmission Company, Inc.

By: 
Director, System Interconnections

Date: 8/1/2018

The above names and addresses of any Party may be changed at any time by notice to the other Parties. IN WITNESS WHEREOF, each of the Parties has caused this Facilities Agreement to be duly executed, effective as of the date first written above.

Washington Electric Cooperative

By: 
General Manager/CEO

Date: 7/20/18

Buckeye Power, Inc.

By: 
Vice President, Engineering & Operations

Date: 7/18/18

American Electric Power Service Corporation

As agent for Ohio Power Company and AEP Ohio Transmission Company, Inc.

By: 
Director, System Interconnections

Date: 8/1/2018

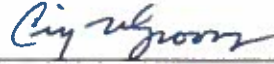
The above names and addresses of any Party may be changed at any time by notice to the other Parties. IN WITNESS WHEREOF, each of the Parties has caused this Facilities Agreement to be duly executed, effective as of the date first written above.

South Central Power, Inc.

By: 
President/CEO

Date: June 25, 2018

Buckeye Power, Inc.

By: 
Vice President, Market Operations

Date: 6/27/18

American Electric Power Service Corporation
As agent for Ohio Power Company and AEP Ohio Transmission Company

By: 
Director, System Interconnections

Date: July 17, 2018