

**BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA**

IN THE MATTER OF THE APPLICATION OF )  
OKLAHOMA GAS AND ELECTRIC COMPANY )  
FOR AN ORDER OF THE COMMISSION )  
AUTHORIZING APPLICANT TO MODIFY ITS )  
RATES, CHARGES, AND TARIFFS FOR RETAIL )  
ELECTRIC SERVICE IN OKLAHOMA )

CAUSE NO. PUD 201800140

**FILED**  
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COURT CLERK'S OFFICE - OKC  
CORPORATION COMMISSION  
OF OKLAHOMA

Direct Testimony

of

Gwin Cash

on behalf of

Oklahoma Gas and Electric Company

December 31, 2018

Gwin Cash  
*Direct Testimony*

1    **Q.    Please state your name and business address.**

2    A.    My name is Gwin Cash. My business address is 321 North Harvey, Oklahoma City,  
3           Oklahoma 73102.

4  
5    **Q.    By whom are you employed and in what capacity?**

6    A.    I am employed by Oklahoma Gas and Electric (“OG&E” or “Company”) as Manager, Cost  
7           of Service and Rate Administration.

8  
9    **Q.    Please summarize your professional qualifications and educational background.**

10   A.    I have worked for OG&E in various capacities for over 16 years. Most recently I joined  
11          the Company’s regulatory department in January 2015 as the Rate Administration Manager  
12          and in July of 2017 I assumed additional responsibilities as the manager of Cost of Service.  
13          My Rate Administration responsibilities include maintaining OG&E’s tariffs on file with  
14          the regulatory commissions and ensuring consistent application of these tariffs in the  
15          manner in which they are intended. Additional duties include computing rider factors and  
16          monthly retail revenue reporting. My Cost of Service responsibilities include oversight of  
17          the department’s responsibility for operating and maintaining the Cost of Service model.  
18          Prior to joining OG&E’s regulatory department I worked as a Senior Business Analyst  
19          OG&E’s Sales and Customer Support department and as a Workforce Analyst OG&E’s  
20          Customer Service department. I received a Bachelor of Science in Applied Mathematics  
21          with a Specialization in Computing from the University of California, Los Angeles in 1999.

22  
23   **Q.    Have you previously testified before the Oklahoma Corporation Commission or any**  
24          **other regulatory commission?**

25   A.    Yes. In Cause No. PUD 201700496 I provided written testimony supporting updates to  
26          several of the Company’s tariffs and riders. Additionally, I supported the introduction of  
27          two new riders, the Federal Tax Change Rider and the Production Tax Credit Rider. In  
28          Cause No. PUD 201500273 I provided both written and oral testimony sponsoring the *pro*  
29          *forma* adjustments to the Company’s sales and revenues and explained revisions to the

1 Company's Terms and Conditions ("T&C") and riders. I have also filed written testimony  
2 with the Arkansas Public Service Commission in Docket Nos. 10-067-U 16-052-U.  
3

4 **Q. What is the purpose of your direct testimony?**

5 **A.** I am sponsoring the changes to the Company's current tariffs and riders which;

- 6 1. terminate the Cogeneration Credit Rider ("CCR");
- 7 2. delete language in the Fuel Cost Adjustment Rider ("FCA") referencing the  
8 exclusion of cogeneration expense included in base rates as well as language  
9 referencing production tax credits that are now credited to customers via the  
10 Production Tax Credit ("PTC") Rider;
- 11 3. modify the Smart Meter Opt-Out ("SM OPT-OUT") tariff by removing Option 1;
- 12 4. correct a reference to another tariff within the Net Energy Billing Option ("NEBO")  
13 tariff;
- 14 5. remove the Company signature requirement from the Standard Purchase  
15 Agreement for Small Power and Cogeneration Facilities;
- 16 6. update the prices for the Military Base Tariff Credit rider ("MBTC");
- 17 7. modify the Maintenance Service tariff to include pricing for unplanned outages;
- 18 8. update the charge for a Meter Test fee;
- 19 9. update the Power Factor Clause definition for demand rate tariffs; and
- 20 10. clarify the Availability definitions of the demand rate tariffs.

21  
22 **TERMINATION OF THE COGENERATION CREDIT RIDER**

23 **Q. Please describe the purpose of the CCR.**

24 **A.** The CCR adjusts customer bills for the difference between the level of expense for two  
25 Cogeneration contracts included in base rates and the actual expense incurred by the  
26 Company for the two contracts.  
27

28 **Q. Why is the Company proposing to terminate the CCR?**

29 **A.** The Company is proposing to terminate the CCR because expense associated with the two  
30 cogeneration contracts included in base rates is being removed from the base rates revenue  
31 requirement in this Cause. This cogeneration expense is being removed from the base rate

1 revenue requirement because the two cogeneration contracts are expiring in 2019, January  
2 and August, respectively.

3  
4 **Q. What will be the treatment of the final true-up balance of the CCR when new rates**  
5 **are implemented?**

6 A. The Company will calculate the final true-up balance associated with the CCR at the time  
7 new rates are implemented and this balance will be included in the next monthly FCA  
8 calculation as prescribed by the True-Up Mechanism section of the CCR.

9  
10 **Q. If new rates are implemented prior to the expiration of the cogeneration contracts**  
11 **how will the actual expenses associated with that still active contracts be recovered?**

12 A. Should new rates be implemented prior to the expiration of the cogeneration contracts in  
13 August, the Company is requesting to recover the remaining costs associated with that  
14 contract through the FCA.

15  
16 **Q. Does OG&E's current FCA allow for the recovery of the CCR cogeneration expense?**

17 A. While the statutory authorization for the FCA and the Commission Rules generally allow  
18 electric utilities to recover approved purchase power costs through their fuel adjustment  
19 clause, OG&E's FCA tariff specifically excludes the cost of the two cogeneration contracts  
20 associated with the CCR. This exclusion prevents double recovery of the cogeneration  
21 costs already reflected in base rates. In order to recover cogeneration costs, if any, incurred  
22 after new rates go into effect and the CCR has been discontinued the Company is asking  
23 to modify the FCA as discussed in the next section of my testimony.

24  
25 **DELETION OF FUEL COST ADJUSTMENT TARIFF LANGUAGE**

26 **Q. What changes to the FCA is the Company requesting?**

27 A. The Company is requesting two changes to the Fuel Cost Adjustment tariff language which  
28 describes the "Fuel Cost" eligible for recovery through the FCA. The specific language in  
29 the current tariff is found in Sheet No. 50.80, where the "FC" component is defined and in  
30 Sheet No. 50.81 where the "OJC" component is defined. First, as referenced above, the  
31 language which precludes recovery of Cogeneration expense would be removed. In

1 addition, the language referencing the inclusion of Centennial production tax credits as  
2 revenue is no longer necessary because the production tax credits associated with the  
3 Centennial wind farm expired in January of 2017 and other production tax credits are  
4 credited to customers via the PTC rider. A redline edit of the FCA reflecting this language  
5 removal is attached to my testimony as Direct Exhibit GC-1.  
6

#### 7 MODIFICATION OF THE SMART METER OPT-OUT TARIFF

8 **Q. What is the Company's request with respect to the Smart Meter Opt-Out tariff?**

9 A. The Company is requesting to eliminate Option 1 in the Pricing Option section on Sheet  
10 No. 53.00 and to modify the language in the Availability section of the tariff to reelect the  
11 elimination of Option 1.  
12

13 **Q. Please describe Option 1.**

14 A. Option 1 allows customers to choose to receive meter service via a communicating smart  
15 meter but limits the meter communications to alarms, events, and disconnect/reconnect  
16 commands. Meter readings, instead of being communicated wirelessly, are read manually  
17 once a quarter.  
18

19 **Q. Why is OG&E requesting to eliminate Option 1?**

20 A. OG&E's communicating smart meters cannot be configured in the manner required by the  
21 option. Turning off the communication for meter readings also disables the alarms and  
22 events communication capability, rendering the meter non-communicating entirely.  
23

24 **Q. Will eliminating Option 1 require changes to the Availability section of the tariff?**

25 A. Yes. The Availability section addresses access issues and defaults customers to Option 1  
26 if a customer elects to block OG&E field personnel from performing in person meter reads  
27 of non-communicating meters. The language in this section will be revised to address  
28 access issues by requiring those customers to relocate meters, at customer expense, to an  
29 accessible location, or to end subscription to the SM Opt-Out tariff and allow the Company  
30 to reinstall a fully communicating smart meter. A redline edit of the SM Opt-Out tariff

1 sheet reflecting the proposed elimination of Option 1 and changes to the Availability  
2 section is attached to my testimony as Direct Exhibit GC-2  
3

4 **Q. Will customers be affected by eliminating Option 1?**

5 A. The rider has been in effect since May 1, 2017; there have been no direct requests for  
6 Option 1 and only one customer has elected to deny access to a non-communicating meter.  
7

8 **CORRECTION TO THE NET ENERGY BILLING OPTION TARIFF**

9 **Q. Please describe the request for the NEBO tariff.**

10 A. In the Availability section of the NEBO tariff on Sheet No. 70.10 the reference to “a signed  
11 Standard Interconnection Agreement” is incorrect. Customers requesting NEBO service  
12 are required to execute the Standard Electricity Purchase Agreement for Small Power and  
13 Cogeneration Facilities, tariff Sheet Nos. 90.10 – 90.14. A redline edit of the NEBO tariff  
14 sheet reflecting the proposed correction is attached to my testimony as Direct Exhibit GC-  
15 3.  
16

17 **REMOVE SIGNATURE FROM THE STANDARD PURCHASE AGREEMENT**

18 **Q. What is the Standard Purchase Agreement for Small Power and Cogeneration**  
19 **Facilities?**

20 A. The Standard Purchase Agreement for Small Power and Cogeneration Facilities is the  
21 contract between OG&E and its small power producer or cogeneration customers allowing  
22 the small power producer or cogenerator to supply power to the OG&E electric system.  
23

24 **Q. What is the Company’s proposal for the Standard Purchase Agreement for Small**  
25 **Power and Cogeneration Facilities?**

26 A. The Company is proposing to remove the Company signature requirement from the  
27 Standard Purchase Agreement for Small Power and Cogeneration Facilities tariff. OG&E  
28 is requesting this modification because its current process for net metering contracts  
29 requires a Company representative’s signature on each contract. The number of net  
30 metering customers has steadily increased over the past few years and if it continues to  
31 grow as expected, having a Company representative sign each contract will become

1 administratively inefficient. A net metering contract is simply a contract for electric  
2 service under a specific tariff. Currently, other contracts for electric service do not require  
3 a manager's signature. While OG&E administers these contracts manually, requiring one  
4 less signature will help speed up the process to get the customer subscribed to their desired  
5 rate.

6  
7 UPDATE TO THE MILITARY BASE TARIFF CREDIT RIDER

8 Q. **Please describe the change to the MBTC that OG&E is proposing.**

9 A. OG&E is revising the MBTC rider to reflect the kWh sales associated with this Cause.  
10 This rider has two components, a credit to three military accounts and a surcharge to all  
11 other customer accounts. The billing factor associated with the credit to the military  
12 accounts is based on test year *pro forma* adjusted kWh sales of these military accounts and  
13 is revised for each base rate case. The military accounts kWh sales for this *pro forma* test  
14 year decreased from 360,784,600 kWh to 270,876,000 kWh resulting in a factor change  
15 from (\$0.002230) to (\$0.002970). The surcharge to all other customers is also based on  
16 test year *pro forma* adjusted kWh sales and updated for each base rate case. These kWh  
17 sales decreased marginally, from 24,507,223,645 to 24,290,798,044 but both the factor of  
18 \$0.000033 and the total surcharge amount of \$804,731 remains the same. This revised  
19 MBTC rider is attached to my testimony as Direct Exhibit GC-4.

20  
21 MODIFICATION OF THE MAINTENANCE SERVICE TARIFF

22 Q. **What service do customers who subscribe to the Maintenance Service tariff receive?**

23 A. The Maintenance Service tariff is a Standby Service tariff option for customers with  
24 cogeneration or self-generation equipment operated in parallel with the Company's  
25 generation system and prices electric services when the customer operated generation is  
26 taken offline for a planned outage. However, the current Maintenance Service tariff does  
27 not address circumstances when the customer operated generation experiences an  
28 *unplanned* outage.

1 Q. **What is the Company's proposal in regards to the Maintenance Service tariff?**

2 A. The Company is proposing to add a section to the tariff which will price service rendered  
3 when the customer operated generation is taken offline for an *unplanned* outage and price  
4 that service at the same rate as is charged under OG&E's Back-Up Service tariff. A revised  
5 Maintenance Service tariff is attached to my testimony as Direct Exhibit GC-5.

6  
7 Q. **For *unplanned* outages could these customers elect to be served under the Back-Up  
8 Service tariff?**

9 A. Yes, but the Company's Terms and Conditions for Stanby Services does not require  
10 customers to do so. The Terms and Conditions for Stanby Services allows customers to  
11 elect to the Standby Service tariffs in different combinations, either to any one , some, or  
12 all of the Stanby Service options. The modification to the Maintenance Service tariff  
13 allows the Company to continue to provide service to customers who wish to subscribe to  
14 the Maintenance tariff, who do not elect to also subscribe to the Back-Up tariff, and for  
15 whom a situation may arise in which they will need service for an *unplanned* outage.

16  
17 REVISIED METER TEST FEE

18 Q. **What is a Meter Test Fee?**

19 A. A Meter Test Fee is addressed in Section 210, subsection *d* of the Company's Terms and  
20 Conditions and is assessed when a customer requests that their meter be tested for accuracy.  
21 If the meter is not found to be more than 2% incorrect then the customer is charged the fee.  
22 If the meter is found to be more than 2% incorrect then the customer is not charged for the  
23 test.

24  
25 Q. **What is the Company's proposal for a price change for the Meter Test Fee?**

26 A. The Company is requesting that the fee be changed to \$130 from the current price of \$75.  
27 A revised Section 210, subsection d of the Company's Terms and Conditions is attached  
28 to my testimony as Direct Exhibit GC-6.



1 Q. **Is the Company requesting recovery of the full cost of a meter test?**

2 A. No. The Company has computed the cost of a meter test to be \$197.47. The Company has  
3 instead chosen an approach to increase the price to move closer to actual cost.  
4

5 Q. **In Cause No. PUD 201500273<sup>1</sup> the Company computed the cost of a meter test fee of**  
6 **\$97.40. What has driven the cost increase?**

7 A. Several factors have contributed to the increase while one cost element has decreased.

8 First, the cost of a meter technician (the employee that performs the meter test) has  
9 increased. In the 2015 filing, the labor rate for a meter technician was \$67.40 an hour, as  
10 compared to \$71.44 an hour for the most recent analysis. Additionally, the time for  
11 conducting the test was previously computed to be one hour with no travel time included.  
12 In this analysis, we included travel time of a half hour each way resulting in an additional  
13 hour added for meter technician labor cost.

14 In addition, the current analysis recognized labor costs not included in the 2015  
15 computation. These labor costs recognize that processing a meter test request requires the  
16 time of an OG&E customer service representative, analyst, scheduler and accountant.

17 The cost element that decreased was the cost for the company vehicle driven by the  
18 meter technician. Light duty trucks are now used by meter technicians whereas heavier  
19 duty vehicles were used in the past. The change in light duty trucks reduced the hourly  
20 vehicle rate from \$30.00 to \$16.21.  
21

22 Q. **How many meter test requests did the Company receive during the test year?**

23 A. The Company received 57 meter test requests. Of these, 17 were canceled when the meter  
24 technician arrived at the premise and after discussion with the customer it was determined  
25 that the issue was caused by customer equipment and no the meter test was necessary.

26 Q. **Of the reaming 40 meter tests how many resulted in test result of more than 2%**  
27 **incorrect?**

28 A. None of the 40 meter tests tested outside the 2%.

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<sup>1</sup> Please note, OG&E did not propose any change to the Meter Test Fee in Cause No. 201700496.

1 UPDATED POWER FACTOR CLAUSE

2 Q. **Please explain the Company's update to the Power Factor Clause definition within**  
3 **the demand rate tariffs.**

4 A. For the demand rates with power factor adjustments, we propose to remove a sentence  
5 fragment that was inadvertently left in from a previous edit. The Power Factor Clause will  
6 now read:

7 **POWER FACTOR CLAUSE:** The consumer shall at all times take and use power  
8 in such manner that the power factor shall be as nearly 100 percent as possible, but  
9 when the average power factor as determined by continuous measurement of  
10 lagging reactive kilovolt-ampere (kVAr) hours is less than 90 percent, the billing  
11 demand shall be determined by multiplying the maximum demand, measured by  
12 the demand meter for the billing period, by 90 and dividing the product thus  
13 obtained by the actual average power factor expressed in percent.<sup>2</sup>

14 The tariffs affected by this update are the Power and Light ("PL-1"), Power and Light  
15 Time-of-Use ("PL-TOU"), Public School Large ("PS-LG"), Public School Large  
16 Time-of-Use ("PS-LG-TOU"), Large Power and Light ("LPL-1"), and Large Power  
17 and Light Time-of Use ("LPL-TOU"). There is no revenue impact as a result of this  
18 update.

19  
20 CLARIFY AVAILABILITY DEFINITION OF DEMAND RATES

21 Q. **What is the Company's proposal for the Availability section of its demand rate**  
22 **tariffs?**

23 A. The Company is seeking to clarify that the PL-1, PL-TOU, PS-LG, and PS-LG-TOU are  
24 only available to customers with annual usage less than 15,000,000 kWh and that  
25 customers with annual usage of 15,000,000 kWh or more are only eligible for the LPL-  
26 TOU tariff. Neither of these changes has a revenue impact. The updates to the Availability  
27 sections of the affected tariffs can be viewed in the Company's filed workpaper WP N  
28 Tariffs (redline).

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<sup>2</sup> The fragment "periods of normal operation of the consumer's equipment instead of the average power factor" was removed from the end of the last sentence

1 SUMMARY

2 Q. **What are your recommendations to this Commission?**

3 A. I am recommending that the Commission approve:

- 4 1. the termination of the Cogeneration Credit Rider tariff,
- 5 2. the proposed treatment of the final true-up for the Cogeneration Credit Rider to be
- 6 passed through Rider for Fuel Cost Adjustment tariff,
- 7 3. the proposed modifications of the Rider for Fuel Cost Adjustment tariff,
- 8 4. the proposed modifications of the Smart Meter Opt-Out tariff,
- 9 5. the proposed modification of the Net Energy Billing Option tariff,
- 10 6. the proposed modification of the Standard Purchase Agreement for Small Power
- 11 and Cogeneration Facilities,
- 12 7. the proposed pricing change to the Military Base Tariff Credit rider,
- 13 8. the proposed modification of the Maintenance Service tariff,
- 14 9. the proposed pricing increase to the Meter Test Fee,
- 15 10. the proposed modification of the Power Factor Clause, and
- 16 11. the proposed modification of the Availability section of the demand rate tariffs.

17  
18 Q. **Does this conclude your direct testimony?**

19 A. Yes.

OKLAHOMA GAS AND ELECTRIC COMPANY  
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~~3<sup>rd</sup>~~-~~4<sup>th</sup>~~ Revised Sheet No. **50.80**  
Replacing ~~2<sup>nd</sup>~~-~~3<sup>rd</sup>~~ Revised Sheet No. **50.80**

Effective Date ~~XXXX XX, XXXX~~**June 19, 2018**

**STANDARD PRICING SCHEDULE: FCA  
RIDER FOR FUEL COST ADJUSTMENT**

**STATE OF OKLAHOMA**

**EFFECTIVE IN:** All territory served.

**APPLICABILITY:** This rider is applicable to and becomes a part of each Oklahoma retail rate schedule unless specifically excluded.

**FUEL COST ADJUSTMENT:** The monthly bill as calculated under the stated rates shall be increased for each kilowatt-hour (kWh) consumed by an amount computed in accordance with the following formula:

$$\begin{array}{l} \text{Annual Service Level} \\ \text{Fuel Cost} \end{array} = \text{FC} + \text{TUA}$$

Where: FC = The service level annualized cost of fuel which reflects the applicable seasonal cost differences. The cost shall be the Oklahoma retail share of fuel including Air Quality Controls Systems (AQCS) consumables, Off-System Sales fuel costs, revenue credits and purchased power expense. Purchase power expense includes Southwest Power Pool (SPP) Integrated Marketplace (IM) activity ~~and excludes Oklahoma Cogeneration (formerly Powersmith) and AES capacity charges that are included in base rates.~~ Revenue credits include ~~Production Tax Credits (PTC) for the Centennial Wind Facility,~~ Off-System Sales revenue and 80% of any Renewable Energy Certificates (REC) sales.

TUA = True-up adjustment for the prior cost period.

Where: FC = (VFC x SLEAF) + (FFC x SLPA) + OJC.

VFC = The variable costs of fuel, AQCS, SPP IM and purchased power including revenue credits. Variable fuel, AQCS and purchased power costs are recorded in accounts 501, 502, 547, 548, and 555. Revenue credits are recorded in accounts 447, and 456.

**Rates Authorized by the Oklahoma Corporation Commission:**

Public Utilities Division Stamp

(Effective)	(Order No.)	(Cause/Docket No.)
<del>XXXX XX, XXXX</del>		<del>PUD 201800140</del>
July 1, 2018	679358	PUD 201700496
May 1, 2017	662059	PUD 201500273
August 2, 2012	599558	PUD 201100087
<del>August 3, 2009</del>	<del>569281</del>	<del>PUD 200800398</del>

OKLAHOMA GAS AND ELECTRIC COMPANY  
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~~3<sup>rd</sup>-4<sup>th</sup>~~ Revised Sheet No. 50.81  
Replacing ~~2<sup>nd</sup>-3<sup>rd</sup>~~ Revised Sheet No. 50.81  
Effective Date XXXX XX, XXXX June  
19, 2018

**STANDARD PRICING SCHEDULE: FCA  
RIDER FOR FUEL COST ADJUSTMENT**

**STATE OF OKLAHOMA**

- SLEAF = Service level energy allocation factor calculated by dividing the service level kWh sales adjusted for losses by the total system sales adjusted for losses (losses are calculated based on the latest loss study).
- FFC = Fixed fuel costs including gas transportation, gas storage, and other coal and gas costs.
- SLPA = Service level production allocator from last approved cost of service study.
- OJC = Oklahoma jurisdiction costs that are to be collected from only the Oklahoma customers. These costs also consist of free service, price response credits and certain wind purchased power costs. These costs are credited for appropriate SPP IM sales. These variable or fixed costs will be allocated to service levels using the SLEAF or the SLPA allocators (rebased to one hundred percent). ~~These costs exclude AES and Oklahoma Cogeneration capacity and O&M included in base rates.~~

This annual service level cost per kWh may be adjusted when the cumulative over-or-under collected balance for the rider applicable period is greater than \$50,000,000. This interim adjustment amount may include the monthly over-or-under collected amounts (differences between the fuel collected in tariffs and the actual fuel expense incurred) that have occurred in the rider applicable period. The interim adjustment will be based on the remaining months of the rider applicable period in which the interim FCA is to be applied. The Commission Staff and the parties of record in Cause No. PUD 201700496 shall be notified prior to any change and the Company shall provide the Commission Staff and the parties of record in Cause No. PUD 201700496 the information supporting such adjustments.

Then:

TUA = True-up adjustment is the sum of each service level monthly over-or-under collected amounts (MOU) for the prior cost period.

Where:

$$\text{MOU} = [\text{MFC} - (\text{MFR} - \text{PTU})] + \text{UA} + \text{CC}$$

MFC = The monthly service level fuel cost (FC) as calculated above.

**Rates Authorized by the Oklahoma Corporation Commission:**  
(Effective) (Order No.) (Cause/Docket No.)

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~~1<sup>st</sup>~~-2<sup>nd</sup> Revised Sheet No. 53.00  
Replacing ~~1<sup>st</sup> Revised~~ Original Sheet  
No. 53.00  
Date Issued XXXX XX, XXXX~~June~~  
19, 2018

**STANDARD PRICING SCHEDULE: SM OPT-OUT**

**STATE OF OKLAHOMA**

**AUTOMATED METERING SMART METER OPT-OUT RIDER**

**EFFECTIVE IN:** All territory served.

**AVAILABILITY:** This rider is available to residential customers who elect non-standard meter service in lieu of the standard communicating smart meter service (“Opt-Out Customer”). This is an optional Rider available to customers currently served under a standard or optional rate schedule for which a communicating smart meter is the standard meter service. Customers who fail to provide reasonable access to premises, or otherwise prevent replacement of the standard communicating smart meter with a non-communicating meter shall be deemed to have ~~elected to take service under Option 1 below~~ elected standard communicating smart meter service. Schedule R-1 Residential Service shall be the only applicable rate schedule to the Opt-Out customers.

**PRICING OPTIONS:** All charges and provisions of Schedule R-1 Residential Service shall apply. In addition, customers who elect service under this Rider will be charged an Enrollment Fee and a recurring Monthly Surcharge. The Enrollment fee consists of an initial lump sum payment.

**Option 1: With Communicating Smart Meter**

~~Opt-Out customers who elect Option 1 will continue receive meter service through the existing standard communicating smart meter. The Company shall read and inspect the existing standard communicating smart meters for the Opt-Out customers manually once a quarter. Remote reading of the existing standard communicating smart meter for an Opt-Out customer by the Company is prohibited, except that the Company continues to receive alarms and events from, and issue connect and disconnect commands to, the existing standard communicating smart meter.~~

~~Enrollment Fee: \$84.00~~

~~Monthly Surcharge: \$15.66~~

**Option 2: With Non-Communicating Meter**

Opt-Out customers ~~who elect Option 2~~ will receive meter service through a non-communicating meter of the Company’s choice. The Company shall read and inspect every non-communicating meter for the Opt-Out customers manually once a quarter.

Enrollment Fee: \$115.00

**Rates Authorized by the Oklahoma Corporation Commission:**

Public Utilities Division Stamp

<b>(Effective)</b>	<b>(Order No.)</b>	<b>(Cause/Docket No.)</b>
<u>XXXX XX, XXXX</u>		<u>PUD 201800140</u>
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~~1<sup>st</sup>~~-2<sup>nd</sup> Revised Sheet No. 53.01  
Replacing ~~1<sup>st</sup> Revised~~~~Original~~ Sheet  
No. 53.01  
Date Issued XXXX XX, XXXX~~June~~  
19, 2018

**STANDARD PRICING SCHEDULE: SM OPT-OUT**

**STATE OF OKLAHOMA**

**AUTOMATED METERING SMART METER OPT-OUT RIDER**

Monthly Surcharge: \$15.66

**BILLING:** Customers taking service under Rider SM Opt-Out, ~~regardless of option selection,~~ are to be billed based on their estimated consumption of electricity in absence of actual meter reads. ~~The maximum demand for each quarter, will be used for monthly billing purposes.~~

**SPECIAL PROVISIONS:**

Customers taking service under this Rider relocating to a new premise who wish to continue service under SM Opt-Out are required to request new service under the Rider including payment of the Enrollment Fee at the new premise. Customers who cancel service under this Rider, and then later re-enroll for this service at any location, would also be required to pay another Enrollment Fee.

**TERM:** Not less than one (1) monthly billing period.

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~~3<sup>rd</sup>~~ <sup>4<sup>th</sup></sup> Revised Sheet No. 70.10  
Replacing ~~2<sup>nd</sup>~~ <sup>3<sup>rd</sup></sup> Revised Sheet No. 70.10  
Date Issued June 19, 2018XXXX XX,  
XXXX

**STANDARD PRICING SCHEDULE: NEBO**  
**NET ENERGY BILLING OPTION RIDER**

**STATE OF OKLAHOMA**

**STANDARD RATE SCHEDULE FOR NET ENERGY BILLING OPTION (NEBO) FOR  
PRODUCERS OF 300 kW OR LESS**

**EFFECTIVE IN:** All territory served.

**DEFINITIONS:**

**Net Energy** - for the purpose of the NEBO rider, net energy shall be defined as the difference of energy produced by the site specific net energy producing facility less the energy consumed by the customer located at that same site.

**AVAILABILITY:**

NEBO customers must take service under their applicable TOU rate schedule, and have installed a Net Energy producing facility and signed a Standard ~~Interconnection~~ Electricity Purchase Agreement for ~~Net Energy Facilities~~ Small Power and Cogeneration Facilities with the Utility. Such facilities must be located on the customer's premise and intended primarily to offset some or all of the customer's energy usage at that location. Customer's usage may not be aggregated from multiple usage points to qualify for kWh offsets under this tariff. Monthly energy produced from the net energy producing facility that is greater than the customer's monthly consumption shall not receive compensation by the utility.

**Customers may not take service under this tariff and simultaneously take service under the provisions of any other alternative source generation or co-generation tariff.**

OG&E retains the right to limit the total number of Net Energy locations occurring on any individual distribution circuit or individual distribution substation due to possible operational concerns.

The Net Energy Billing Option is available to all qualifying small power producers who:

- 1a) Are Commercial, Industrial, or Public Authority Customers who have an annual energy output of 1,000,000 kWh or less and a generator nameplate rating of 300 kW or less. The energy producer shall provide at OG&E's request engineering evidence documenting the annual energy output calculation;
- 1b) Or are Residential customers who have an annual energy output of 200,000 kWh or less and a generator nameplate rating of 100 kW or less. Net energy producer shall

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OKLAHOMA GAS AND ELECTRIC COMPANY  
P. O. Box 321

Oklahoma City, Oklahoma 73101

Direct Exhibit GC-3  
~~3<sup>rd</sup>~~ 4<sup>th</sup> Revised Sheet No. 70.11  
Replacing ~~2<sup>nd</sup>~~ ~~3<sup>rd</sup>~~ Revised Sheet No.  
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**STANDARD PRICING SCHEDULE: NEBO**  
**NET ENERGY BILLING OPTION RIDER**

**STATE OF OKLAHOMA**

provide at OG&E's request engineering evidence documenting the annual energy output calculation;

- 2) Employ equipment compatible with the particular OG&E line segment providing service to the Net Energy premise;
- 3) Sign the Company's Standard Electricity Purchase Agreement (PA) for Small Power and Cogeneration Facilities as attached to this tariff; AND
- 4) Have kWh generation output metered in a manner that provides adequate billing data to provide compliance with the billing provisions of the Net Energy tariff. Failure to provide adequate billing determinant information shall constitute sufficient grounds for refusing customer's the right to participate in billing under the NEBO tariff.

Subscribers to OG&E standard TOU rate schedules other than those previously listed who want to be considered for NEBO service must make that request in writing to their OG&E Service Representative. Final selection and participation of these additional TOU tariffs shall be at the sole discretion of OG&E.

**MONTHLY BILLING:**

**On a monthly basis, the NEBO customer shall be billed the applicable charges under their standard TOU rate schedule and any applicable rider schedules. Annual customer usage as determined by the annual billing period before the customer became a NEBO customer shall be used in determination of the applicable standard TOU tariff used for the customer's billing. Under NEBO, only the kilowatt-hour (kWh) portion of a customer's standard TOU bill are affected.**

If the kWh supplied by the electric utility to the NEBO customer exceeds the energy provided by the net energy facility during the monthly billing period, the NEBO customer shall be billed for the net kWh supplied by the electric utility in accordance with the rates and charges under OG&E's standard applicable TOU rate schedule.

If the electricity generated by the net energy customer exceeds the electricity consumed by the net energy customer during the monthly billing period, the customer shall not receive any compensation for excess net energy kWh produced by the Net Energy facility above the customer's monthly usage level.

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~~3<sup>rd</sup>~~ 4<sup>th</sup> Revised Sheet No. 70.12  
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**PURCHASE PRICE:**

Purchased price for Net Energy shall be credited against the time-differentiated energy portion of the customer's bill at the applicable TOU Seasonal or hourly TOU kWh pricing of the customer's Standard TOU bill.

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~~3<sup>rd</sup>~~ ~~4<sup>th</sup>~~ Revised Sheet No. 70.13  
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NET ENERGY BILLING OPTION RIDER

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MINIMUM BILL:

A NEBO customer's total monthly billing shall not be less than applicable franchise fees; local, state, or federal income taxes; applicable tariff or rider charges; monthly customer charges; meter charges (if any); and applicable demand charges.

TERM: One Year.

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~~3<sup>rd</sup>~~ ~~4<sup>th</sup>~~ Revised Sheet No. 51.10  
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**STANDARD PRICING SCHEDULE: MBTC**  
**MILITARY BASE TARIFF CREDIT**

**STATE OF OKLAHOMA**

**EFFECTIVE IN:** All territory served.

**AVAILABILITY:** Available to each customer who is supplied electric service by the Company under Standard Rate Schedule LPL-TOU (Large Power and Light Time-of-Use) and who complies with the Special Conditions as stated below. The MBTC surcharge applies to all Oklahoma retail jurisdiction customers, except those who receive the MBTC credit or are excluded by contract.

**SPECIAL CONDITIONS:** Customers shall meet the following conditions to be eligible to receive billing under this rider.

- 1) All accounts shall have the North American Industrial Classification System (NAICS) code (928110).
- 2) All load served hereunder must be physically located within the confines of the military installation.
- 3) This rate is restricted to military installations whose annual kWh is greater than 50,000,000.

**PRICES:** The credit per kWh was calculated using the MBTC credit formula below. The qualifying kWh from military installation(s) was determined using eligible test-year kWh applied to the MBTC credit formula to determine the MBTC credit amount per kWh.

$$MBTC\ Credit = \frac{(\$804,371)}{\frac{360,784,600}{270,876,000}} = \frac{(\$0.00223000)}{2970}$$

The surcharge per kWh was calculated using the MBTC surcharge formula below. The cost assigned kWh using applicable pro forma test-year kWh applied to the MBTC surcharge formula to determine the MBTC surcharge amount per kWh.

$$MBTC\ Surcharge = \frac{\$804,371}{\frac{24,507,223,645}{24,290,798,044}} = \$0.000033$$

**OTHER PROVISIONS:** All provisions of the Standard Rate Schedule for Large Power and Light Time of Use (LPL-TOU) and Terms and Conditions of Service which are not specifically changed by this Rider shall remain in full force and effect.

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<del>August 3, 2009</del>	<del>569281</del>	<del>PUD 200800398</del>
<u>January 4, 2006</u>	<u>516261</u>	<u>PUD 200500151 (original)</u>

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Direct Exhibit GC-4  
~~3<sup>rd</sup>~~ ~~4<sup>th</sup>~~ Revised Sheet No. 51.11  
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STANDARD PRICING SCHEDULE: MBTC  
MILITARY BASE TARIFF CREDIT

STATE OF OKLAHOMA

**TERM:** One Year.

**RESTRICTION:** This rider is not available to customers currently being served by Special Contracts.

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~~2<sup>nd</sup>~~~~3<sup>rd</sup>~~ Revised Sheet No. 70.40  
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**STANDARD PRICING SCHEDULE: MS**  
**MAINTENANCE SERVICE**

**STATE OF OKLAHOMA**

**EFFECTIVE IN:** All territory served.

**AVAILABILITY:** Power and light service. Alternating current. Service will be rendered at one location at one voltage. No resale permitted.

**APPLICABLE:** To any customer having cogeneration or self-generation equipment operated in parallel with the Company's generating system and used for other than emergency or test purposes. This shall not apply to Small Power Producers as defined by the Public Utility Regulatory Policies Act (PURPA), who have a maximum capacity of 300 kW or less.

**DEFINITION:** Maintenance service means electric energy or capacity supplied by the company during scheduled outages of the customer's generation facility.

**TERM:** Contracts for Maintenance Service shall be for a minimum term of 12 months. The contract expiration date will automatically be extended until canceled by either party with 12 months written notice. Customers receiving service under this tariff may change the length of the term by mutual agreement with the Company.

**CONTRACTED MAINTENANCE SERVICE kW:** The Contracted Maintenance Service kilowatt (kW) is the amount of cogeneration or self-generation capacity for which the customer contracts with the Company for Maintenance Service. If the Contracted Maintenance Service kW is exceeded and not covered by the Supplementary Service, then the Contracted Maintenance Service kW is automatically increased to the new level. Term requirements of the Maintenance Service rate will automatically apply to the new kW contract level. The Contracted Maintenance Service kW cannot exceed the maximum net output rating(s) of the connected generator(s). The Company will provide maintenance service up to the Contracted Maintenance Service kW during scheduled outages of the generating facility. The Company may provide maintenance service up to the Contracted Maintenance Service kW during unscheduled outages of the generating facility. The Company may elect to not provide Maintenance Service during unscheduled outages.

**SCHEDULED OUTAGE TERMS:** The customer may choose such maintenance service for 1) up to 35 consecutive days during the winter season for a scheduled outage or 2) up to 30 consecutive days during the winter season and up to 120 nonconsecutive off-peak hours at the times or periods indicated below for preventive maintenance. The maximum 35 and 30 consecutive days will be increased to 70 and 65, respectively, consecutive days once every five years after the first four years. The customer shall present its proposed winter season maintenance schedule to the Company by May 1 of each year covering the period of October 1 through

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Direct Exhibit GC-5  
~~2<sup>nd</sup>~~-~~3<sup>rd</sup>~~ Revised Sheet No. 70.42  
Replacing ~~1<sup>st</sup>~~-~~2<sup>nd</sup>~~ Revised Sheet No. 70.42  
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December 15 or February 15 through April 30. The Company shall approve the proposed schedule or work out revisions with the customer prior to June 1. The customer may request revisions in its approved schedule by November 1 of each year covering the period of February 15 through April 30. The Company shall approve the proposed revisions or work out further revisions with the customer prior to December 1. Notwithstanding anything to the contrary in the foregoing scheduling provisions, the customer shall be permitted to schedule preventive maintenance outages during the summer season during weekday periods from 10:00 p.m. to 6:00 a.m. and all day Saturday, Holidays, and Sundays, all of which are the Southwest Power Pool defined off-peak hours (except for Saturday) and at any time during the winter season, but in no case for more than a total of 120 hours in any 12-month period. The customer shall give OG&E a minimum of seven days notice for use of these 120 hours of preventive maintenance outages. One hour is the minimum allowable time to be scheduled.

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~~3<sup>rd</sup>~~ <sup>4<sup>th</sup></sup> Revised Sheet No. 70.41  
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UNSCHEDULED OUTAGE TERMS: Any customer usage not in accordance with the Scheduled Outage Terms outlined above.

UNJUSTIFIED EXPENDITURE: The Company shall specify an unjustified expenditure charge, calculated in accordance with the Company's Allowable Expenditure Formula in its Terms and Conditions of Service on file with and approved by the Commission, when necessary to justify the investment required to provide service.

PRICES:

TRANSMISSION (Service Level 1):

Customer Charge: \$234.00 per bill per month plus the Cost of Local Facilities.:-

Capacity Charge (per month):

Summer Season:

The sum of:

Scheduled Outage: The Daily Maximum Billing Demands times  
\$X.XX

plus

Unscheduled Outage: The Daily Maximum Billing Demands times  
\$X.XX

But not less than:

Contracted Maintenance Service kW per month: \$X.XX per kW

Winter Season:

The sum of:

Scheduled Outage: The Daily Maximum Billing Demands times  
\$X.XX

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~~3<sup>rd</sup>~~ <sup>4<sup>th</sup></sup> Revised Sheet No. 70.42  
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plus

Unscheduled Outage: The Daily Maximum Billing Demands times  
\$X.XX

But not less than:

Contracted Maintenance Service kW per month: \$X.XX per kW

~~**Cost of Local Facilities:** The Cost of Local Facilities shall be a monthly amount adequate to cover the Company's fixed costs as well as operating and maintenance expenses associated with the transmission system and the substation investment dedicated to serve the customer's electrical requirements.~~

**Energy Charge:** All kWh per month: 0.74¢ per kWh.

**DISTRIBUTION SUBSTATION (Service Level 2):**

**Customer Charge:** \$234.00 per bill per month plus the Cost of Local Facilities.

**Capacity Charge (per month):**

**Summer Season:**

The sum of:

Scheduled Outage: The Daily Maximum Billing Demands times  
\$X.XX

plus

Unscheduled Outage: The Daily Maximum Billing Demands times  
\$X.XX

But not less than:

Contracted Maintenance Service kW per month: \$X.XX per kW

**Winter Season:**

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~~3<sup>rd</sup>~~ 4<sup>th</sup> Revised Sheet No. 70.43  
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The sum of:

Scheduled Outage: The Daily Maximum Billing Demands times  
\$X.XX

plus

Unscheduled Outage: The Daily Maximum Billing Demands times  
\$X.XX

But not less than:

Contracted Maintenance Service kW per month: \$X.XX per kW;

~~**Cost of Local Facilities:** The Cost of Local Facilities shall be a monthly amount adequate to cover the Company's fixed costs as well as operating and maintenance expenses associated with the transmission system and the substation investment dedicated to serve the customer's electrical requirements.~~

**Energy Charge:** All kWh per month: 0.74¢ per kWh.

**DISTRIBUTION (Service Levels 3 and 4):**

**Customer Charge:** \$125.00 per bill per month.

**Capacity Charge (per month):**

**Summer Season:**

The sum of:

Scheduled Outage: The Daily Maximum Billing Demands times  
\$X.XX

plus

Unscheduled Outage: The Daily Maximum Billing Demands times  
\$X.XX

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~~3<sup>rd</sup>~~ <sup>4<sup>th</sup></sup> Revised Sheet No. 70.44  
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But not less than:

Contracted Maintenance Service kW per month: \$X.XX per kW

**Winter Season:**

The sum of:

Scheduled Outage: The Daily Maximum Billing Demands times  
\$X.XX

plus

Unscheduled Outage: The Daily Maximum Billing Demands times  
\$X.XX

But not less than:

Contracted Maintenance Service kW per month: \$X.XX per kW  
~~Cost of Local Facilities:-~~

~~Contracted Maintenance Service kW per month: \$1.50 per kW.~~

**Energy Charge:** All kWh per month: 1.10¢ per kWh.

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~~3<sup>rd</sup>~~ 4<sup>th</sup> Revised Sheet No. 70.45  
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**SECONDARY (Service Level 5):**

**Customer Charge:** \$80.00 per bill per month.

**Capacity Charge (per month):**

**Summer Season:**

The sum of:

Scheduled Outage: The Daily Maximum Billing Demands times  
\$X.XX

plus

Unscheduled Outage: The Daily Maximum Billing Demands times  
\$X.XX

But not less than:

Contracted Maintenance Service kW per month: \$X.XX per kW

**Winter Season:**

The sum of:

Scheduled Outage: The Daily Maximum Billing Demands times  
\$X.XX

plus

Unscheduled Outage: The Daily Maximum Billing Demands times  
\$X.XX

But not less than:

Contracted Maintenance Service kW per month: \$X.XX per kW  
**Cost of Local Facilities:**

~~Contracted Maintenance Service kW per month: \$1.55 per kW.~~

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~~3<sup>rd</sup>~~ ~~4<sup>th</sup>~~ Revised Sheet No. 70.46  
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**Energy Charge:** All kWh per month: 1.23¢ per kWh.

**DEFINITION OF SEASON:**

**SUMMER SEASON:** The four calendar months of June through September of any year.

**WINTER SEASON:** The eight calendar months of October of any year through May of the succeeding year.

**Cost of Local Facilities:** The Cost of Local Facilities shall be a monthly amount adequate to cover the Company's fixed costs as well as operating and maintenance expenses associated with the transmission system and the substation investment dedicated to serve the customer's electrical requirements.

**POWER FACTOR CLAUSE:** The consumer shall at all times take and use power in such manner that the power factor shall be as nearly 100 percent as possible, but when the average power factor as determined by continuous measurement of lagging reactive kilovoltampere hours is less than 90 percent, the billing demand shall be determined by multiplying the maximum demand, measured by the demand meter for the billing period, by 90 and dividing the product thus obtained by the actual average power factor expressed in percent periods of normal operation of the consumer's equipment instead of the average power factor. The Company shall install suitable measuring equipment at the metering point to determine the customer's monthly maximum kVAr and monthly maximum kW demands if, in its sole judgment, such equipment is necessary to determine whether the above condition has been met. Customers under this schedule that have a minimum of 300 kW Maximum Demand must have suitable measuring equipment at the metering point to determine the customer's monthly maximum kVAr. For all customers with a monthly Maximum Demand of 300 kW or more, the Company shall install suitable measuring equipment to determine the customer's monthly maximum kVAr. The Company may install suitable measuring equipment at the metering point for any customer to determine the customer's monthly maximum kVAr if, in its sole judgment, such equipment is necessary.

**SERVICE LEVELS:** For purposes of this rate, the following shall apply:

**Service Level 1:** Shall mean service at any nominal standard voltage of the Company above 50 kV where service is rendered through a direct tap to the Company's prevailing transmission source.

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MAINTENANCE SERVICE**

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**Service Level 2:** Shall mean service at any nominal standard voltage of the Company between 2 kV and 50 kV, both inclusive, where service is rendered through a Company Substation which has a transmission voltage source and the point of delivery is at the load side of the substation or from a circuit dedicated to the customer.

**Service Level 3:** Shall mean service at any nominal standard voltage of the Company between 2 kV and 50 kV, both inclusive, by a direct tap to the Company's prevailing distribution source from a circuit not dedicated to the customer.

**Service Level 4:** Shall mean service at any nominal standard voltage of the Company between 2 kV and 50 kV, both inclusive, where service is rendered through transformation from a Company prevailing distribution voltage source (2 kV to 50 kV) to a lower distribution voltage with metering at distribution voltage.

**Service Level 5:** Shall mean service at any nominal standard voltage of the Company less than 2,000 volts with metering at less than 2,000 volts.

**METERING ADJUSTMENTS:**

In recognition of the no-load losses associated with customer or Company owned transformer(s), the minimum kWh billed shall be calculated as follows:

**Service Level 2:** 0.20 percent of the total kVA rating of the transformer(s) times 730 hours.

**Service Levels 4 and 5:** 0.30 percent of the total kVA rating of the transformer(s) times 730 hours.

If the Company chooses to install its metering equipment on the load side of the customer's transformer(s), the kWh billed shall be increased by the amount of the transformer(s) no-load losses calculated as follows:

**Service Level 1:** 0.20 percent of the total kVA rating of the transformer(s) times 730 hours.

**Service Level 3:** 0.30 percent of the total kVA rating of the transformer(s) times 730 hours.

**Rates Authorized by the Oklahoma Corporation Commission:**

Public Utilities Division Stamp

(Effective)	(Order No.)	(Cause/Docket No.)
<del>XXXX XX, XXXX</del>		<del>PUD 201800140</del>
July 1, 2018	679358	PUD 201700496
May 1, 2017	662059	PUD 201500273
August 2, 2012	599558	PUD 201100087
<del>August 3, 2009</del>	<del>569281</del>	<del>PUD 200800398</del>

OKLAHOMA GAS AND ELECTRIC COMPANY  
P. O. Box 321

Oklahoma City, Oklahoma 73101

Direct Exhibit GC-5  
~~3<sup>rd</sup>~~ ~~4<sup>th</sup>~~ Revised Sheet No. 70.48  
Replacing ~~2<sup>nd</sup>~~ ~~3<sup>rd</sup>~~ Revised Sheet No. 70.48  
Date Issued June 19, 2018

**STANDARD PRICING SCHEDULE: MS**  
**MAINTENANCE SERVICE**

**STATE OF OKLAHOMA**

In addition, if the kWh usage is less than or equal to the amount of the transformer(s) fixed load losses calculated as follows:

**Service Levels 1 and 3:** 0.30 percent of the total kVA rating of the transformer(s) times 730 hours.

Then the kWh billed shall be the kWh actually used plus the no-load kWh.

If the kWh usage is greater than the amount of the transformer(s) fixed load losses as calculated from the formula above, then the kWh billed will be the sum of the no-load losses plus the fixed load losses plus the actual usage.

**LATE PAYMENT CHARGE:** A late payment charge is an amount equal to 1.5 percent of the total balance for services and charges remaining unpaid on the due date stated on the bill shall be added to the amount due. The due date as stated on the bill shall be 20 days after the bill is issued.

**FRANCHISE PAYMENT:** The above stated rates do not include any amount for franchise payments levied upon the Company by a municipality.

When a municipality, by a franchise or other ordinance approved by the qualified electors of the municipality, levies or imposes upon the Company franchise payments or fees (based upon a percent of gross revenues) to be paid by the Company to the municipality, such franchise payment will be added as a percentage of charges for electric service to the bills of all customers receiving service from the Company within the corporate limits of the municipality exacting said payment.

**RIDERS:** All applicable riders apply. Please refer to the Applicability section of individual Riders to determine if it is relevant to this Pricing Schedule.

**Rates Authorized by the Oklahoma Corporation Commission:**  
(Effective) (Order No.) (Cause/Docket No.)

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

**54<sup>th</sup> Revised Sheet No. 115**  
**Replacing 3<sup>rd</sup> 4<sup>th</sup> Revised Sheet No. 115**  
**Date Issued ~~June 19, 2018~~ XXXX XX, XXXX**

**TERMS AND CONDITIONS OF SERVICE**  
**PART I. INTRODUCTION**

**STATE OF OKLAHOMA**

**b. Instrument Transformers**

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

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

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

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

**c. Installation Test**

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

**d. Complaint Test**

The Company will test the accuracy of any consumer's meter within 20 days after receipt of a written request from the consumer. If the meter tested is found to be more than 2% incorrect, the Company will make no charge for such test. If the meter is found to be within the accuracy limits of plus or minus 2%, the Company will charge the consumer \$~~75~~130.00 to cover the costs to perform such test. The fee will be collected prior to the test and promptly refunded to the customer if the meter proves not to be accurate within the limits referenced above.

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

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