

ARKANSAS PUBLIC SERVICE COMMISSION

<u>Original</u>	Sheet No. <u>45.0</u>
Replacing _____	Sheet No. ____
<u>OKLAHOMA GAS AND ELECTRIC COMPANY</u>	
Name of Company	
Kind of Service: <u>Electric</u>	Class of Service: <u>All</u>
Part I. Rate Schedule No. <u>DAP</u>	
Title: <u>Day-Ahead-Pricing Rate</u>	

PSC File Mark Only

45.1 EFFECTIVE IN: All territory service.

45.2 AVAILABILITY: This program is available to customers who qualify for the Power and Light (PL) or Power and Light Time-of-Use (PL-TOU). Customers must also execute a DAP Service Agreement, Attachment A.

The Company’s Rules, Regulations, and Conditions of Service and the Commission’s Rules and Regulations apply to service provided under this tariff. This tariff is not available for resale or in conjunction with the Company’s supplemental, backup, and maintenance services, temporary service, unmetered service, or any tariffs and riders containing specific exclusions.

45.3 SERVICE TYPE: The Company will provide single or three phase service delivered at approximately 60 hertz. The Company shall determine the appropriate voltage(s) for delivery to the customers’ premises.

45.4 SERVICE TERMINATION: A customer may cancel service under this tariff and return to another tariff schedule upon giving 30 days written notice. If the thirtieth day of the notice period does not fall on the last day of the billing month, service will continue under this schedule through the next billing period. A customer may return to another tariff schedule without penalty, and with the same billing determinants (including elapsed time on the billing demand ratchet) which existed prior to taking service under this tariff. Consumption under this tariff will not affect a customer’s billing determinants for other tariff schedules.

If a customer terminates service under this tariff, the customer will not be eligible to receive service under this tariff for a period of twelve revenue months from termination date.

45.5 BILL AND HOURLY PRICING METHODOLOGY: The customer’s bill under this tariff will consist of a Standard Bill and DAP energy component. The Standard Bill component will be determined by multiplying the Customer’s Base Line (CBL) billing determinants by the customer’s standard tariff rate(s). The DAP energy component will be the sum over all hours of the difference between each hour’s actual kilowatt-hour use and the CBL kilowatt-hour use multiplied by the respective hourly Day-Ahead Price. The hourly Day-Ahead Prices will be based on the Company’s projections of hourly incremental operating and outage costs, including provisions for losses by service level.

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<u>1st Revised</u>	Sheet No. <u>45.1</u>
Replacing Original	Sheet No. 45.1
<u>OKLAHOMA GAS AND ELECTRIC COMPANY</u>	
Name of Company	
Kind of Service: <u>Electric</u>	Class of Service: <u>All</u>
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45.6 PRICING PERIODS: Each hour is a pricing period, and the corresponding quoted hourly price is applicable to all kilowatt-hours taken during that hour. The daily pricing periods for DAP begin with the hour-ending 0100 and end with the hour-ending 2400.

45.7 PRICE NOTICE: By a method specified by the Company and by 6:00 p.m. each day (Monday through Friday), the Company will make available to Day-Ahead Pricing customers the hourly prices which shall be effective for the following day. The customer will be responsible for obtaining the necessary equipment to receive Day-Ahead Prices (e.g. telephone, modem, telecopier, or computer).

Price notice of more than day-ahead may be used for the following holidays: New Years Day, Martin Luther King Day, Presidents Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Veterans’ Day, Thanksgiving (Thursday and Friday), and Christmas (including Christmas Eve Day). The Company will also make prices available for Saturday through Monday on the previous Friday. During high-risk-outage periods, Company may not be able to project prices more than one day in advance and the Company reserves the right to update prices on a one-day-ahead basis. If, on certain occasions, a customer is unable to receive the Day-Ahead Prices in the manner specified by the Company, the customer shall inform the Company so that prices may be provided. The customer is responsible for receipt of Day-Ahead prices and is responsible for notifying the Company if prices have not been received.

45.8 CONFIDENTIALITY: Any customer taking service under this tariff shall not disclose to any person, entity, or organization any information regarding the pricing, including, but not limited to, the hourly prices offered under this tariff, without the prior written consent of the Company. Disclosure of such information, including failure to obtain prior written consent before providing such information to Consultant(s) (individuals or entities providing energy use and purchase analysis assistance to the customer) shall result in a material breach of any agreement between such customer and the Company, for which the Company shall be entitled to recover at law and at equity. Such disclosure shall at the Company’s sole option, result in suspension of service under this tariff, with a full reimbursement to the Company by the customer of the difference between the applicable standard tariff rates and the rate(s) provided pursuant to this tariff for all use billed pursuant to this tariff.

Ark. Public Serv. Comm.---Effective on September 29, 2023, by Operation of Law - Ark. Code Ann. §23-4-903

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<u>Original</u>	Sheet No. <u>45.2</u>
Replacing _____	Sheet No. ____
<u>OKLAHOMA GAS AND ELECTRIC COMPANY</u>	
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Kind of Service: <u>Electric</u>	Class of Service: <u>All</u>
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45.9 CUSTOMER BASELINE LOAD (CBL): The CBL (specified by OG&E) represents a subscriber’s typical or expected electricity consumption level and pattern. For existing customers, the Customer Baseline Load (CBL) shall be 12 consecutive months of customer-specific, historic, hourly load information. For new customers or customers without 12 months of hourly load data, the CBL shall be 12 consecutive months of hourly load information which best represents in OG&E’s judgment, a customer’s expected usage and pattern. Acceptance of the CBL is a precondition for eligibility for this tariff.

45.10 STANDARD BILL: The Standard Bill is calculated by applying the appropriate otherwise applicable rate (OAR) and riders to a customer’s CBL billing determinants for each month of the year (exclusive of taxes and franchise fees). If base rates and riders are subsequently revised, those changes will be reflected in the customer’s Standard Bill based on their CBL billing determinants for a given month.

As required by the Company’s Terms and Conditions of Service, customers taking service under this tariff may be required to make a onetime contribution or pay a monthly facilities charge sufficient to cover the cost of transmission and distribution facilities provided by the Company to accommodate the customer’s load.

45.11 BILL DETERMINATION: A bill under this tariff is rendered after each monthly billing period and consists of a Standard Bill amount and a DAP energy amount which is a charge (or credit) for incremental (or decremental) energy use based on the difference between a customer’s actual use and the customer’s CBL in each hour multiplied by the respective hourly energy price provided during the billing period. The monthly bill under this tariff is calculated using the following formula:

$$\mathbf{DAP\ Bill}_{Mo.} = \mathbf{Standard\ Bill}_{Mo.} + \mathbf{DAP\ Energy\ Charge}$$

Where:

DAP Bill_{Mo.} = Customer’s bill for service under this option in a specific billing month

Standard Bill_{Mo.} = Customer’s bill for a specific month for usage as defined by the CBL and billed under the standard tariff, inclusive of riders and exclusive of franchise fees and taxes.

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<u>Original</u>	Sheet No. <u>45.3</u>
Replacing _____	Sheet No. ____
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$$\text{DAP Energy Charge} = \sum [\text{Price}_{\text{Hr.}} \times (\text{Load}_{\text{Hr.}} - \text{CBL}_{\text{Hr.}})]$$

Where:

Σ = Sum over all hours of the monthly billing period

Load_{Hr.} = Customer's actual kilowatt-hour use in an hour

CBL_{Hr.} = Customer Baseline Load in an hour

Price_{Hr.} = Hourly DAP price based on the Company's hourly marginal or incremental costs and standard tariff prices. Where:

$$\text{Price}_{\text{Hr.}} = [(\text{MEC}_{\text{Hr.}} + \text{MOC}_{\text{Hr.}}) \times \text{LAF}] + \text{RRF}$$

Where:

MEC_{Hr.} = The marginal energy costs for the hour

MOC_{Hr.} = The marginal outage costs for the hour

RRF = The Risk and Recovery Factor = 0.30¢ per kWh

LAF = Most recent approved Loss Adjustment Factor for the appropriate Service Level

Note: Hourly kilowatt-hour usage associated with the DAP Energy Charge shall not be subject to other riders.

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<u>Original</u>	Sheet No. <u>45.4</u>
Replacing _____	Sheet No. ____
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45.12 BILL DETERMINATION DURING LOAD REDUCTION EVENTS: DAP customer may elect to participate in the Load Reduction program. If so, a Load Reduction Agreement must be executed subject to the conditions of the Load Reduction rider and the customer must elect a Subscribed Curtailment Load under the Load Reduction Rider greater than 0 kW.

For DAP customers also subscribed to the Load Reduction Rider, the DAP billing shall be determined as defined within this tariff and further adjusted to include the Subscription Credit, Performance Credit and Buy-Through charges as determined based on the following calculations.

The Subscription Credit shall be calculated as defined within the Load Reduction Rider.

The Performance Credit shall be calculated as provided below for all hours (or portions of an hour) during the event in which Price_{Curtailment}, adjusted for losses, exceeds Price_{DAP}.

$$PC = \sum_{\text{hour}} (kWh_{\text{CBL}} - kWh_{\text{Actual}}) * ((\text{Price}_{\text{Curtailment}} * \text{LAF}) - (\text{Price}_{\text{DAP}}));$$

where (Price_{Curtailment} * LAF) > (Price_{DAP})

Where

PC= Performance Credit, expressed as a credit. If, for any curtailment event, the above calculation results in a negative value (charge), the PC will be \$0.00.

kWh_{CBL}= DAP CBL kWh for each hour (or portion of an hour) that the curtailment is called.

kWh_{actual}= Actual kWh for each hour (or portion of an hour) that the curtailment is called.

Price_{curtailment}= Load Reduction Curtailment Price for the event.

Price_{DAP}= DAP Hourly Price

LAF = Applicable Service Level Loss Adjustment Factor.

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<u>1st Revised</u>	Sheet No. <u>45.5</u>
Replacing <u>Original</u>	Sheet No. <u>45.5</u>
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The Buy-Through Charges shall be calculated as follows for all hours to which the buy-through provision applies as defined within the Load Reduction rider:

$$BTC = BTC_{\text{on-peak hours}} + BTC_{\text{off-peak hours}}$$

Where:

$$BTC_{\text{on-peak hours}} = \sum_{\text{on-peak hour}} kWh_{\text{Buy-Through}} * Price_{\text{Curtailment}} * 2.0 * LAF$$

$$BTC_{\text{off-peak hours}} = \sum_{\text{off-peak hour}} kWh_{\text{Buy-Through}} * Price_{\text{Curtailment}} * LAF$$

Where:

$BTC_{\text{on-peak hours}}$ = Buy-Through Charge expressed as a charge for June 1 through September 30, from 12:00 p.m. until 8:00 p.m. local time, excluding Saturdays, Sundays, Juneteenth (as observed), Independence Day (as observed) and Labor Day.

$BTC_{\text{off-peak hours}}$ = Buy-Through Charge expressed as a charge for all hours not defined as On-Peak.

$kWh_{\text{Buy-Through}}$ = Buy-Through kWh respective to on-peak and off-peak periods for each interval. The Buy-Through kWh value is calculated in the following manner:

If $(kWh_{\text{CBL}} - kWh_{\text{actual}}) < 0$,
then $kWh_{\text{Buy-Through}} = SCL$

If $0 < (kWh_{\text{CBL}} - kWh_{\text{actual}}) < SCL$,
then $kWh_{\text{Buy-Through}} = SCL - (kWh_{\text{CBL}} - kWh_{\text{actual}})$

If $(kWh_{\text{CBL}} - kWh_{\text{actual}}) > SCL$,
then $kWh_{\text{Buy-Through}} = 0 \text{ kWh}$

$Price_{\text{curtailment}}$ = Load Reduction Curtailment Price for each event.

LAF = Service Level Loss Adjustment Factor.

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<u>Original</u>	Sheet No. <u>45.6</u>
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45.13 Meter Communication Link Requirement: For meter reading, the Company may require the use of a telephone line or other communication link deemed acceptable by the Company. The customer must provide the communication link as well as Company access to the communication link.

45.14 Power Factor Clause: In applying the standard tariff Power Factor Clause for the Standard Bill portion of the monthly bill calculation, the Average Power Factor will be based on total monthly consumption. The customer’s standard tariff Power Factor Clause provisions will apply in all other respects.

<u>Original</u>	Sheet No. <u>45.7</u>
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Attachment A
DAY-AHEAD PRICING SERVICE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, by and between Oklahoma Gas and Electric Company (hereinafter "OG&E") and _____ (hereinafter "Customer"), whose premises to be served under this Agreement is located _____.

WHEREAS, OG&E has received approval from the Arkansas Public Service Commission (hereinafter "Commission") pursuant to a rate schedule known as "Day-Ahead Pricing" (DAP).

WHEREAS, OG&E and **Customer** desire that **Customer** participate in the DAP program in accordance with rate schedule Day-Ahead Pricing and the terms of this Agreement;

NOW, THEREFORE, in consideration of the above premises, mutual covenants and agreement herein contained, it is agreed by and between the parties as follows:

I. SERVICE TERM

The term of this Agreement shall be one (1) year from and after the date service is first rendered hereunder. This Agreement shall automatically renew on a year-to-year basis unless otherwise terminated as described in the paragraph below.

The Customer may terminate service under this Agreement and return to another filed and approved tariff schedule upon giving 30 days written notice. If the thirtieth day of the notice period does not fall on the last day of the billing month, service will continue under this schedule until the next billing period. The Customer may return to another filed and approved tariff schedule without penalty, and with the same billing determinants (including elapsed time on the billing demand ratchet) which existed prior to taking service under this tariff. Consumption under this tariff will not affect the Customer billing determinants for other filed and approved tariff schedules.

If the Customer terminates service under this tariff, the Customer will not be eligible to receive service under the DAP tariff for a period of twelve revenue months from the termination date.

<u>Original</u>	Sheet No. <u>45.8</u>
Replacing _____	Sheet No. ____
<u>OKLAHOMA GAS AND ELECTRIC COMPANY</u>	
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II. CONFIDENTIALITY

The Customer taking service under the DAP tariff shall not disclose to any person, entity, or organization, any information regarding the pricing, including, but not limited to, the hourly prices offered under this tariff without the prior written consent of OG&E. Disclosure of such information, including failure to obtain prior written consent before providing such information to Consultant(s) (individuals or entities providing energy use and purchase analysis assistance to the customer) shall result in a material breach of any agreement between such Customer and OG&E, for which OG&E shall be entitled to recover damages at law and at equity. Such disclosure, shall at OG&E's sole option, result in suspension of service under this tariff with a full reimbursement to OG&E by the customer of the difference between the applicable standard tariff rates and the rate(s) provided pursuant to this tariff for all usage billed pursuant to this tariff.

III. MISCELLANEOUS TERMS

- 3.0 All other terms and conditions of the DAP tariff, as approved by the Commission, are incorporated in and a part of this Agreement. Customer shall comply with all OG&E policies and procedures as adopted from time to time in connection with Day Ahead Pricing.
- 3.1 OG&E's Rules, Regulations, and Terms and Conditions of Service and the Commission's Rules and Regulations apply to service provided under this tariff.
- 3.2 The Customer's electrical consumption level and pattern known as the Customer Baseline Load (CBL) is based on the most current available historical data or another mutually agreeable, contiguous, historical data set. For customers without a historical data set, the CBL will be determined using the best available data comparisons which are mutually agreeable to the Customer and OG&E. The CBL is set forth in this Agreement. Acceptance of the CBL is a precondition for eligibility for this tariff.
- 3.3 This Agreement shall be binding upon either party only when accepted by its duly authorized agent and shall not be modified by any promise, agreement or representation by any agent or employee of either party unless incorporated in writing in this Agreement before such acceptance.

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<u>Original</u>	Sheet No. <u>45.9</u>
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- 3.4 Customers taking service under this tariff may be required to make additional contributions for the recovery of fixed costs associated with additional transmission and distribution facilities provided by OG&E. This would be to accommodate the customer’s electric use pattern or increases in electric consumption under the DAP program. Increasing the CBL is an alternate method for recovery of fixed cost associated with increases in local facilities.
- 3.5 This Agreement is made in addition to and does not supersede any other Agreements currently in effect between OG&E and the Customer.
- 3.6 Customer shall furnish a dedicated phone line suitable for remote meter reading at the point of delivery of electrical service. This phone line will be accessed by OG&E for the purpose of interrogating the interval hourly meter(s) located at the customer’s location(s).
- 3.7 Ownership and Use of Data. All data acquired by OG&E from the DAP program, including without limitation, all such metered data concerning Customer’s use of electricity under such program, and all studies, reports, results and conclusions of OG&E or its agents or contractors based on such metered data shall be proprietary to OG&E and may be used, published or otherwise disposed of by OG&E in any manner OG&E deems appropriate. OG&E shall not identify customer’s name in conjunction with Customer’s particular billing data other than by request of the Commission.

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<u>Original</u>	Sheet No. <u>45.10</u>
Replacing _____	Sheet No. ____
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- 3.8 Protection of Intellectual Property. For the purpose of the Agreement, an “Affiliate” of OG&E shall mean (i) all of OG&E’s subsidiaries; (ii) any subsidiary of OG&E’s subsidiaries; (iii) any parent company of OG&E; and (iv) contractor or subcontractor retained by (i), (ii), or (iii) above. Customer recognizes and agrees that in order for OG&E and Customer to communicate with each other concerning pricing, metering, and other issues, OG&E and its Affiliates have developed and will develop computer programs and other intellectual property (collectively the “Programs”) which are and must remain proprietary to OG&E and its Affiliates. Customer recognizes and agrees that the Programs consist of proprietary, confidential and trade secret information of OG&E or one or more of its Affiliates, protected under federal and state copyright law and confidentiality and trade secret laws. Customer recognizes and agrees that all right, title and interest in and to the programs, and all intellectual property rights therein, are and shall remain with OG&E (or one or more of its Affiliates, as the case may be), and Customer covenants that it shall not take any action nor make any statement to the contrary. Customer is granted a temporary, revocable license to use those portions of the Programs furnished to Customer by OG&E for the purpose of receiving price notifications and load information during the terms of this Agreement, but no license to Customer to use any other portion of the Programs is intended or should be inferred as a result of this Agreement. Customer agrees that, during the term of this Agreement and for all time thereafter, neither it nor its employees, agents, or independent contractors shall (i) access or use the Programs other than in accordance with the license described in the preceding sentence; (ii) copy, decompile, reverse engineer, circumvent security or encryption devices, translate, disassemble, or create derivative works from, all or any portion of the Programs; or (iii) copy, transfer in any way, communicate, disclose or disseminate the Programs or any confidential information or trade secrets embodied in the Programs to any third party. Customer shall use its best efforts to protect the Programs and all confidential information or trade secrets embodied therein against any and all use, dissemination or disclosure by anyone other than OG&E or any Affiliate of OG&E.
- 3.9 Under this tariff, a Customer shall not be reimbursed for energy that flows onto the OG&E system as measured on an hourly basis.
- 3.10 No Assignment. This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party.

ARKANSAS PUBLIC SERVICE COMMISSION

<u>Original</u>	Sheet No. <u>45.11</u>
Replacing _____	Sheet No. ____
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IV. Entire Agreement; Waivers; Amendments

- 4.0 This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and all prior agreements and other communications concerning such subject matter are hereby merged into and superseded by this Agreement. No waiver or amendment of any of the terms of this Agreement shall be effective unless set forth in writing and signed by the authorized representatives of each party.
- 4.1 Under no circumstances shall OG&E be liable for incidental, consequential or punitive damages arising from any event or cause of action relating to this Agreement. In the event of litigation relating to this Agreement, each party shall be responsible for its own costs, and fees, including attorney fees.
- 4.2 In the event that either the Customer or OG&E feel that an error has been made on a statement or dispute an amount shown on a statement, that Party shall give the other Party written notice of the error or dispute. Either Party shall only be liable for a period not to exceed six (6) months preceding the date of the written notice.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the day and year above set forth.

OKLAHOMA GAS AND ELECTRIC _____ (CUSTOMER)
COMPANY

BY: _____
NAME: _____
TITLE: _____

BY: _____
NAME: _____
TITLE: _____

Attest:
Secretary _____

Attest:
Secretary _____