

BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

APPLICATION OF PUBLIC SERVICE )  
COMPANY OF OKLAHOMA, AN )  
OKLAHOMA CORPORATION, FOR )  
AN ADJUSTMENT IN ITS RATES AND )  
CHARGES AND THE ELECTRIC )  
SERVICE RULES, REGULATIONS AND )  
CONDITIONS OF SERVICE FOR )  
ELECTRIC SERVICE IN THE STATE )  
OF OKLAHOMA )

CAUSE NO. PUD 202100055



**NOTICE OF INTENT**

Pursuant to OAC 165:70-3-7 (“Rule”) Public Service Company of Oklahoma (“PSO” or “Company”) gives notice to the Oklahoma Corporation Commission (“Commission”) of PSO’s intent to file an Application seeking to modify the rates and charges for PSO’s Oklahoma jurisdiction customers as well as amend PSO’s Electric Service Rules, Regulations and Conditions of Service. The filing of the Application will meet the requirement of Order No. 692809, issued in case PUD 201800097, that requires PSO to file a Chapter 70 base rate case no earlier than October of 2020 and no later than October of 2021.

The Company will also seek approval of appropriate tariffs. In compliance with the requirements of the Rule, PSO notifies the Commission as follows:

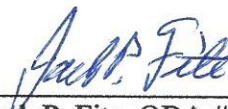
1. PSO plans to file an Application for a general rate change.
2. PSO anticipates filing its Application and supporting documentation in connection with the request for a general rate change on or about April 30, 2021.
3. PSO proposes that the new rates go into effect upon issuance of an order by the Commission, no later than one hundred eighty (180) days from the date of filing of the Application. The proposed effective date of the general rate change is October 27, 2021.
4. PSO is a Class A electric company as defined by OAC 165:70-1-4(a).

5. Concurrent with the issues and pro forma adjustments normally addressed in the Commission's Minimum Standard Filing Requirements (OAC 165:70-5-4), PSO expects the following major issues and pro forma adjustments will be raised in its Application Package and supporting documentation.

- (1) Capital investment needs and the cash flow to fund needed investment;
- (2) Depreciation rates;
- (3) Rate design and cost allocation issues;
- (4) Pro forma adjustments for operation and maintenance costs;
- (5) Pro forma adjustments for electric plant and other rate base items;
- (6) Recognition of known and measurable changes occurring after  
December 31, 2020.
- (7) Cost of capital;
- (8) Terms and conditions of service.

OAC 165:70-5-45 states that at the time of filing its Notice of Intent the utility shall submit a proposed Confidentiality Agreement. A proposed Confidentiality Agreement is attached hereto as Attachment A to this Notice of Intent.

Respectfully submitted,



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Joann S. Worthington, OBA #19947

American Electric Power  
1601 North West Expressway, Suite 1400  
Oklahoma City, OK 73118-1116  
(405) 841-1302 (Telephone)  
[jstevenson@aep.com](mailto:jstevenson@aep.com)

ATTORNEYS FOR PUBLIC SERVICE  
COMPANY OF OKLAHOMA

**CERTIFICATE OF ELECTRONIC SERVICE**

This is to certify that a true and correct copy of the above and foregoing was e-mailed to the following:

Brandy L. Wreath  
Director, Public Utility Division  
Oklahoma Corporation Commission  
Jim Thorpe Office Building, Suite 501  
Oklahoma City, OK 73105  
[b.wreath@occ.ok.gov](mailto:b.wreath@occ.ok.gov)

Natasha Scott  
Michael Velez  
Deputy General Counsels  
Office of General Counsel  
Oklahoma Corporation Commission  
PO Box 52000  
Oklahoma City, OK 73152-2000  
[n.scott@occ.ok.gov](mailto:n.scott@occ.ok.gov)  
[Michael.velez@occ.ok.gov](mailto:Michael.velez@occ.ok.gov)

Jared B. Haines  
A. Chase Snodgrass  
Victoria D. Korreect  
Assistant Attorney General  
Office of the Attorney General  
313 N.E. 21<sup>st</sup> Street  
Oklahoma City, OK 73105  
[Jared.Haines@oag.ok.gov](mailto:Jared.Haines@oag.ok.gov)  
[Chase.Snodgrass@oag.ok.gov](mailto:Chase.Snodgrass@oag.ok.gov)  
[Victoria.Korreect@oag.ok.gov](mailto:Victoria.Korreect@oag.ok.gov)  
[utilityregulation@oag.ok.gov](mailto:utilityregulation@oag.ok.gov)

[PUDEnergy@occ.ok.gov](mailto:PUDEnergy@occ.ok.gov)

  
\_\_\_\_\_  
Jack P. Fite

ATTACHMENT "A"

BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

APPLICATION OF PUBLIC SERVICE )  
COMPANY OF OKLAHOMA, AN )  
OKLAHOMA CORPORATION, FOR )  
AN ADJUSTMENT IN ITS RATES AND )  
CHARGES AND THE ELECTRIC )  
SERVICE RULES, REGULATIONS AND )  
CONDITIONS OF SERVICE FOR )  
ELECTRIC SERVICE IN THE STATE )  
OF OKLAHOMA AND TO APPROVE )  
AN INNNOVATIVE RATE CHANGE )  
PROPOSAL )

Cause No. PUD 201

**CONFIDENTIALITY AGREEMENT**

THIS AGREEMENT is entered into by and between Public Service Company of Oklahoma ("PSO") and ("Requesting Party").

WHEREAS, Requesting Party has been granted an intervention in Cause No. PUD 201 \_\_\_\_\_; and

WHEREAS, PSO agrees that the Requesting Party may review certain information as a part of this case, subject to this confidentiality agreement;

NOW, THEREFORE, THE UNDERSIGNED Parties hereby agree as follows:

1. All documents and materials furnished subject to the terms of this Agreement shall be referred to as "PROTECTED MATERIALS."

2. PSO may designate as "PROTECTED MATERIALS" those documents or discovery materials or portions thereof produced by it, which in good faith, it believes contain confidential or proprietary information. Designation shall be accomplished by physically marking the documents or other discovery materials or portions thereof with the words "CONFIDENTIAL" or "HIGHLY SENSITIVE CONFIDENTIAL," or by other means of identification as agreed by the Parties.

3. Neither the "PROTECTED MATERIALS" not any summaries or compilations of the whole, or any part thereof, shall be revealed or distributed to anyone other than the legal counsel or authorized representatives, including consultants, or the Requesting Party who have bound themselves in writing to the terms of this Agreement (a copy of such form is attached as Exhibit I hereto).

4. The Requesting Party agrees that while the "PROTECTED MATERIALS" are in its possession, or under its control, the Requesting Party will not reproduce said "PROTECTED MATERIALS" by xerographic, photographic, or any other means, unless such copies of the reproductions shall be returned to PSO or destroyed at the completion of this proceeding, and will not disclose, reveal or discuss said "PROTECTED MATERIALS" to or with any person unless such person also executes a counterpart of this Agreement. Notes, memoranda, or other written or recorded materials of any kind containing confidential and proprietary data or summaries of compilations of the whole or any part of any of the "PROTECTED MATERIALS" shall likewise be destroyed, except as necessary for implementation or enforcement of any order resulting from this proceeding, which exceptions shall permit legal counsel for Requesting Party to retain notes, memoranda, or other written or recorded materials of any kind containing "PROTECTED MATIERALS" in its files in accordance with the terms of this Agreement.

5. Unless otherwise finally ordered by the Oklahoma Corporation Commission ("OCC"), the Requesting Party agrees to return to PSO all "PROTECTED MATERIALS" entrusted to it no later than the date when the proceedings contemplated above are concluded.

6. This Agreement is intended to establish a procedure for facilitating this proceeding and shall not be construed as an agreement by the Parties that the "PROTECTED MATERIALS" in fact contain confidential, proprietary, market sensitive and/or trade secret information.

7. During the pendency of this proceeding, the Requesting Party agrees not to introduce into the public record of the proceeding contemplated above or any other proceeding in any form or manner the "PROTECTED MATERIALS" or summaries or representations of information obtained from the "PROTECTED MATERIALS" without first providing PSO a reasonable opportunity to seek a protective order. The Requesting Party shall maintain the confidentiality of the "PROTECTED MATERIALS" until any request for a protective order is heard and a final order is issued by the OCC and not appealed by PSO. Unless and until otherwise agreed or otherwise finally ordered by the OCC, all documents and other discovery materials or portions thereof that have been designated as "PROTECTED MATERIALS," and any summaries, abstracts, studies or other information derived therefrom, shall be used only in connection with the proceeding contemplated above in accordance with this Agreement and may be inspected by or disclosed to only the Requesting Party herein described under the conditions herein established.

8. The parties shall not be deemed to have waived any objections to the relevance, materiality, or admissibility of the "PROTECTED MATERIALS" furnished under this Agreement.

9. If PSO inadvertently fails to mark information as proprietary, confidential or private which it desires to be treated as "PROTECTED MATIERALS," it shall so inform the Requesting Party. The Requesting Party thereupon shall return the unmarked information to PSO who shall substitute properly marked information. In addition, if PSO, at the time of disclosure, inadvertently fails to identify as proprietary, confidential or private oral or visual information for which it desires confidential treatment, it shall so inform the Requesting Party, provided that

PSO shall summarize the information in writing within ten (10) days thereafter. The Requesting Party's obligations under this Agreement in connection with "PROTECTED MATERIALS" shall commence upon notice from PSO of the failure to properly mark or identify the information.

10. In the event that the presiding Administrative Law Judge finds that all or part of the "PROTECTED MATERIALS" are not confidential, those materials shall nonetheless be subject to the protection afforded by this Agreement for twenty (20) business days from the date of issuance of the presiding Administrative Law Judge's decision, and during the course of any timely appeals of such finding. Thereafter, no provision of this Agreement shall be interpreted to limit dissemination of such "PROTECTED MATERIALS" or any information derived therefrom. Neither PSO nor the Requesting Party waives their rights to seek additional administrative or judicial remedies after the presiding Administrative Law Judge's decision.

11. a. In the event that the Requesting Party wishes to disclose "PROTECTED MATERIALS" to any person to whom disclosure is not authorized by this Agreement, or wishes to include, use, or disclose the substance of "PROTECTED MATERIALS" in testimony or exhibits, or wishes to object to the designation of certain information or material as "PROTECTED MATERIALS", the Requesting Party shall first notify PSO, identifying the particularity of each such "PROTECTED MATERIALS." Good faith negotiations will then be undertaken by the Parties in order to resolve any disputes as to such disclosures or the validity of the claim to protection.

b. If PSO declines to acquiesce in such disclosure, or to agree that the information should not be classified as "PROTECTED MATERIALS," PSO will notify the Requesting Party of its position and the reasons therefore within five (5) business days of the completion of negotiations provided for in subparagraph 11(a). The Requesting Party may request that the presiding Administrative Law Judge determine that the materials in issue should not be recognized as "PROTECTED MATERIALS" or issue such other ruling as is appropriate.

c. Unless objection to disclosure is waived by PSO, "PROTECTED MATERIALS" or portions thereof may be offered or introduced into evidence, or otherwise disclosed only in an in camera portion of the contemplated proceeding. The presiding Administrative Law Judge shall determine, subject to such review as may be provided by the OCC's regulations and by any applicable law, whether or to what extent the "PROTECTED MATERIALS" or portions thereof will remain in camera and shall be subject to the provisions of this Agreement. That portion of the hearing transcript relating to in camera proceedings conducted pursuant to this Agreement shall be sealed and subject to this Agreement, unless otherwise ordered by the presiding Administrative Law Judge.

12. Nothing in the foregoing provisions of the Agreement shall be deemed to preclude any person from seeking and obtaining, on an appropriate showing, such additional protection or relief as may be available under applicable law.

13. Notwithstanding any other provision contained herein, if the Attorney General is required by applicable Law or order to disclose any "PROTECTED MATERIALS", or if in the

reasonable judgment of the Attorney General any such "PROTECTED MATERIALS" shall be material and relevant to a valid law enforcement inquiry by a state or federal entity having jurisdiction, the Office of the Attorney General may make such disclosure, provided it uses reasonable efforts to give prompt written notice, as soon as practicable, to the Parties in this Cause so any Party adversely affected by such disclosure shall have an opportunity to seek an appropriate protective order.

Dated:

Public Service Company of Oklahoma

By: \_\_\_\_\_

By: \_\_\_\_\_

**EXHIBIT I**

**AGREEMENT TO BE BOUND**

I, \_\_\_\_\_, a representative of \_\_\_\_\_, have been authorized by the \_\_\_\_\_ to review the "PROTECTED MATERIALS." I have read the CONFIDENTIALITY AGREEMENT between Public Service Company of Oklahoma and \_\_\_\_\_, understand it, and I agree to be bound by its terms. I further agree that I will not use the "PROTECTED MATERIALS" for competitive business purposes or for any other purpose except as permitted in the terms and conditions of the CONFIDENTIALITY AGREEMENT.

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

Date: \_\_\_\_\_, 2018.