

BEFORE THE CORPORATION COMMISSION 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 201700151

FILED
MAY 12 2017

COURT CLERK'S OFFICE - OKC
CORPORATION COMMISSION
OF OKLAHOMA

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 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 June 30, 2017.
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 December 28, 2017.
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:

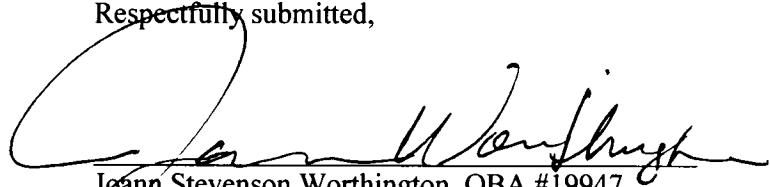
- (1) Capital investment needs and the cash flow to fund needed investment;

OKLA CORP COMM
 RECEIPT 1709770029
 Date: 05/12/2017 Time: 13:25
 Case: 201700151 PUD Cashier: R02
 Payer: PUBLIC SERVICE COMPANY OF OK
 Check: 30099 \$100.00
 71 OIL&GAS/TRAN/PUD APP

- (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 June 30, 2017;
- (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,



Joann Stevenson Worthington, OBA #19947
American Electric Power
1601 North West Expressway, Suite 1400
Oklahoma City, OK 73118-1116
(405) 841-1302 (Telephone)
(405) 841-1344 (Facsimile)
jstevenson@aep.com

Jack P. Fite, OBA #2949
2200 N.W. 50th, Suite 210
Oklahoma City, Oklahoma 73112
(405) 842-7589 (Telephone)
(405) 840-9890 (Fax)
jfite@wcfgflaw.com

ATTORNEYS FOR PUBLIC SERVICE
COMPANY OF OKLAHOMA

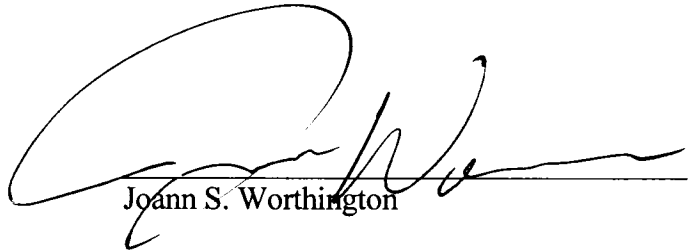
CERTIFICATE OF MAILING

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

Brandy L. Wreath
Director, Public Utility Division
Oklahoma Corporation Commission
Jim Thorpe Office Building, Suite 501
Oklahoma City, OK 73105
B.Wreath@occcemail.com
pudsubmissions@occcemail.com

Thomas P. Schroedter
Hall, Estill, Hardwick, Gable, Golden
& Nelson, P.C.
320 S. Boston, Suite 400
Tulsa, OK 74103
tschroedter@hallestill.com

Dara Derryberry
Jared Haines
Victoria Korrekt
Assistant Attorneys General
Office of the Attorney General
313 N.E. 21st Street
Oklahoma City, OK 73105
Dara.Derryberry@oag.ok.gov
Jared.Haines@oag.ok.gov
Victoria.Korrekt@oag.ok.gov



Joann S. Worthington

ATTACHMENT "A"

BEFORE THE CORPORATION COMMISSION OF OKLAHOMA

APPLICATION OF PUBLIC SERVICE)
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CAUSE NO. PUD 201700151

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 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" nor 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, of 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 exception shall permit legal counsel for Requesting Party to retain notes, memoranda, or other written or recorded materials of any kind containing "PROTECTED MATERIALS" 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 "PROTECTIVE 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 MATERIALS," 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 with particularity each of 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.

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: _____, 2017.