



Legal Department

August 13, 2021

The Honorable Sarah J. Parrot
Attorney Examiner
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215-3793

Re: *In the Matter of the Application of Ohio Valley
Electric Corporation for Approval of Termination of
Service*, Case No. 15-892-EL-AEC

Steven T. Nourse
Vice President - Legal
(614) 716-1608 (P)
(614) 716-2014 (F)
stnourse@aep.com

Dear Examiner Parrot:

On July 14, 2021, the Commission issued its Second Finding and Order approving the Amended Joint Stipulation and Recommendation of Ohio Power Company (AEP Ohio), United States Department of Energy (DOE) and the Ohio Valley Electric Corporation (OVEC). In accordance with the Second Finding and Order, I am enclosing the full set of contracts that implement the Amended Stipulation. I would note that the contract at the end of the packet, the CIAC agreement, was intentionally left blank as it will be executed when the figures are subsequently finalized.

Thank you for your attention to this matter.

Respectfully Submitted,

/s/ Steven T. Nourse

cc: Parties of Record

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 28

2. AMENDMENT/MODIFICATION NO.

P00001

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

6. ISSUED BY

CODE

893033

7. ADMINISTERED BY (if other than Item 6)

CODE

03001

EM -Environmental Mgmt Con Bus Ctr
EMCBC
U.S. Department of Energy
EM Consolidated Business Center
250 E. 5th Street, Suite 500
Cincinnati OH 45202

EMCBC
U.S. Department of Energy
EM Consolidated Business Center
250 E. 5th Street, Suite 500
Cincinnati OH 45202

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

AMERICAN ELECTRIC POWER SERVICE CORPORATION
Attn: BUD CLARK
P. O. BOX 24400
CANTON OH 447014400

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
GS-00P-12-BSD-0845

89303318FEM400006

10B. DATED (SEE ITEM 13)

09/26/2018

CODE 006979876

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X FAR 52.243-1 Changes - Fixed Price

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 006979876

Payment:

OR for EMCBC

U.S. Department of Energy

Oak Ridge Financial Service Center

P.O. Box 6017

Oak Ridge TN 37831

Fund: 03000 Appr Year: 2018 Allottee: 33 Report

Entity: 490811 Object Class: 25499 Program:

1111524 Project: 0001507 WFO: 00000000 Local Use:

0000000

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Lisa KELSO VP-Regulatory + Finance

Matthew R. Carpenter

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED


(Signature of person authorized to sign)

8-11-2021


(Signature of Contracting Officer)

8/12/21

Previous edition unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

GS-00P-12-BSD-0845/89303318FEM400006/P00001

PAGE OF

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NAME OF OFFEROR OR CONTRACTOR

AMERICAN ELECTRIC POWER SERVICE CORPORATION

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 00001 | FOB: Destination Period of Performance: 10/01/2018 to 09/30/2023 Change Item 00001 to read as follows (amount shown is the total amount): AEP Electric Power Agreement Line item value is: \$5,160,000.00 Incrementally Funded Amount: \$150,000.00 | | | | 5,160,000.00 |

The purpose of this modification is to revise the terms of this agreement in accordance with the most recent approved Amended Joint Stipulation Agreement filing with the Public Utilities Commission of Ohio (PUCO). The task order is specifically modified as follows:

1. Replace in their entirety Exhibits A-E with the attached updated Exhibits.
2. Replace in its entirety the Joint Stipulation and Recommendation with the Amended Joint Stipulation Agreement.
3. Increase the Contribution-In-Aid-Of-Construction (CIAC) amount from \$1,810,000.00 to \$5,160,000.00.
4. Establish terms for three equal annual CIAC installment payments.
5. Update the correspondence addresses and contact information for the Department of Energy (DOE) Administrative Contracting Officer

All other terms and conditions of the contract remain unchanged.

DEPARTMENT OF ENERGY TERMS AND CONDITIONS

This is a Task Order (TO) issued under the General Services Administration (GSA) area-wide contract GS-00P-12-BSD-0845 with American Electric Power Service Corporation (AEP). In addition to the terms and conditions contained in this TO, all terms and conditions of contract GS-00P-12-BSD-0845 are hereby incorporated by reference. In the event that there is a conflict between the terms and conditions of this TO and the area-wide contract, the terms and conditions of the area-wide prevail. This TO consists of the following attachments:

1. SF 26 Cover Page
2. Exhibit "A" from the area-wide contract
3. Department of Energy (DOE) Terms and Conditions
4. Exhibit A – AEP Ohio Service Territory
5. Exhibit B – Build Out
6. Exhibit C – Letter of Commitment
7. Exhibit D – Electric Service Provider Contract
8. Exhibit E – Contribution-In-Aid-Of-Construction Agreement
9. Joint Stipulation and Recommendation

DOE.01 TYPE OF TASK ORDER AND SERVICES BEING ACQUIRED

This is Firm-Fixed-Price (FFP) task order in accordance with the terms and conditions set forth in the basic contract. The Contractor has the responsibility for determining the specific methods and approaches for accomplishing the identified work. The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of the following items of work which are described in the following exhibits.

DOE.02 PRICE/CEILING OF TASK ORDER

| Contract Line Item | Firm Fixed Price |
|---|------------------|
| Sub-CLIN 0001a – CIAC Installment Payment #1 | \$1,720,000.00 |
| Sub-CLIN 0001b – CIAC Installment Payment #2 | \$1,720,000.00 |
| Sub-CLIN 0001c – CIAC Installment Payment #3 | \$1,720,000.00 |
| CLIN 0001- Contribution-In-Aid-Of-Construction (CIAC) Total | \$5,160,000.00 |

As of the date of TO award, the actual cost of the Contribution-In-Aid-Of-Construction cannot be determined. Therefore, the currently agreed to price is subject to reopening.

The parties agree the negotiated Contribution-In-Aid-Of-Construction amount as shown in the above table is subject to adjustment either up or down based on the results of the engineering, planning, and PJM Interconnection LLC ("PJM")/Federal Energy Regulatory Commission ("FERC") approval process described in the Joint Stipulation Agreement. The Contracting Officer may make a unilateral adjustment to the contract price and modify the Contract accordingly. Failure of the parties to agree with the Contracting Officer's final decision shall be subject to the Disputes Clause of the area-wide contract. However, nothing in this clause nor in a Contracting Officer's final decision shall relieve the contractor from performing in accordance with the terms of the Task Order.

DOE shall pay the CIAC in three equal annual installments, with the first installment due not later than November 30 of Customer's first fiscal year beginning after the 138 kV Transfer Date and the second and third installments due by November 30 of Customer's then next two fiscal years.

DOE.03 FUNDING

Funding has been obligated to each individual CLIN specified in Clause B.02 above as detailed below. The Contractor may incur costs for each CLIN only up to the amount of funding obligated for each CLIN.

1. CLIN 0001- Contribution-In-Aid-Of-Construction

Pursuant to the clause in Section I, FAR 52.232-22, Limitation of Funds, total funds in the amount of \$150,000.00 have been allotted for obligation to CLIN 0001 and are available for payment of services provided under CLIN 0001 from the effective date of this task order through the date of completion of the contract.

DOE.04 PERIOD OF PERFORMANCE

The task order period of performance shall be from 10/01/2018 to 09/30/2023.

DOE.05 PLACE OF PERFORMANCE

The work associated with these efforts will be performed primarily at the Portsmouth Gaseous Diffusion Plant in Piketon, OH.

DOE.06 CONTRACT ADMINISTRATION

To promote timely and effective contract administration, correspondence delivered to the Government under this contract shall reference the contract number, title, and subject matter, and shall be subject to the following procedures:

- (a) Technical correspondence. Technical correspondence shall be addressed to the Contracting Officer's Representative (COR) for this contract, and a copy of any such correspondence shall be sent to the Contracting Officer (CO). As used herein, technical correspondence does not include correspondence where patent or rights in data issues are involved, nor technical correspondence which proposes or involves waivers, deviations, or modifications to the requirements, terms or conditions of this contract.
- (b) Other Correspondence.
- (1) Correspondence regarding patent or rights in data issues should be sent to the Intellectual Property Counsel. A copy of such correspondence shall be provided to CO.
- (2) If no Government Contract Administration Office is designated on Standard Form 33 (Block 24) or Standard Form 26 (Block 6), all correspondence, other than technical correspondence and correspondence regarding patent or rights in data, including correspondence regarding waivers, deviations, or modifications to requirements, terms or conditions of the contract, shall be addressed to the CO. Copies of all such correspondence shall be provided to the COR.
- (3) Where a Government Contract Administration Office, other than DOE, is designated on either Standard Form 33 (Block 24), or Standard Form 26 (Block 6), of this contract, all correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with copies of the correspondence to the CO and the COR.
- (c) Information regarding correspondence addresses and contact information is as follows:

U.S. Department of Energy
Office of Environmental Management Consolidated Business Center
Attn: **Matthew Carpenter**
Telephone number: **(513) 744-0974**
Address: **550 Main Street, Room 7-010, Cincinnati, OH 45202**
Email address: **matthew.carpenter@emcbc.doe.gov**

DOE.07 BILLING INSTRUCTIONS

- (a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under the contract. Vouchers for payment shall be submitted timely in accordance with FAR 52.216-7(a)(1), except for earned fee payments which will be invoiced when earned

and provisional fee which will be invoiced quarterly. All invoices shall be supported by a billing schedule summarized by funding source.

- (b) Contractors shall submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.
- (c) A paper copy of a voucher that has been submitted electronically will not be accepted.
- (d) The voucher must include a statement of cost and supporting documentation for services rendered. This statement should include, as a minimum, a breakout by cost or price element and task order (if applicable) of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract.
 - (1) Statement of Cost. The Contractor shall prepare and submit a Statement of Cost with each voucher in accordance with the following:
 - (A) Statement of Cost must be completed in accordance with the Contractor's cost accounting system.
 - (B) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.
 - (C) Indirect costs claimed must reflect the rates approved for billing purposes by the Contracting Officer.
 - (D) The Direct Productive Labor Hours (DPLH) incurred during the current billing period must be shown and the DPLH summary completed, if applicable.
 - (E) The total fee billed, retainage amount, and available fee must be shown.
 - (F) If task orders or task assignments are issued under this contract, the Contractor must prepare a Statement of Cost for each task order work assignment and a summary for the total invoiced cost.
 - (2) The Contractor shall prepare and submit the supporting documentation with each voucher in accordance with the following:

- (A) Direct costs (e.g., labor, equipment, travel, supplies, etc.) claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended. For example, support for labor costs must include the labor category (e.g., program manager, senior engineer, technician, etc.), the hourly rate, the labor cost per category, and any claimed overtime; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip; and supplies should be categorized by the nature of the items (e.g., office, lab, computer, etc.) and the dollar amount per category.
- (B) Any cost sharing or in-kind contributions incurred by the Contractor and/or third party during the billing period must be included.
- (C) Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Administrative Contracting Officer (ACO) or auditor approves a change in the billing rates, include a copy of the approval.
- (D) All claimed subcontractor costs must be supported by submitting the same detail as outlined herein.

EXHIBIT A

Exhibit A



Figure 1: DOE's Location within AEP Ohio's Service Territory

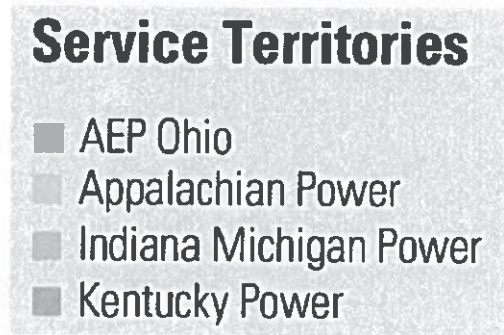


Figure 2: Legend of AEP Eastern Service Territories

EXHIBIT B

Exhibit B

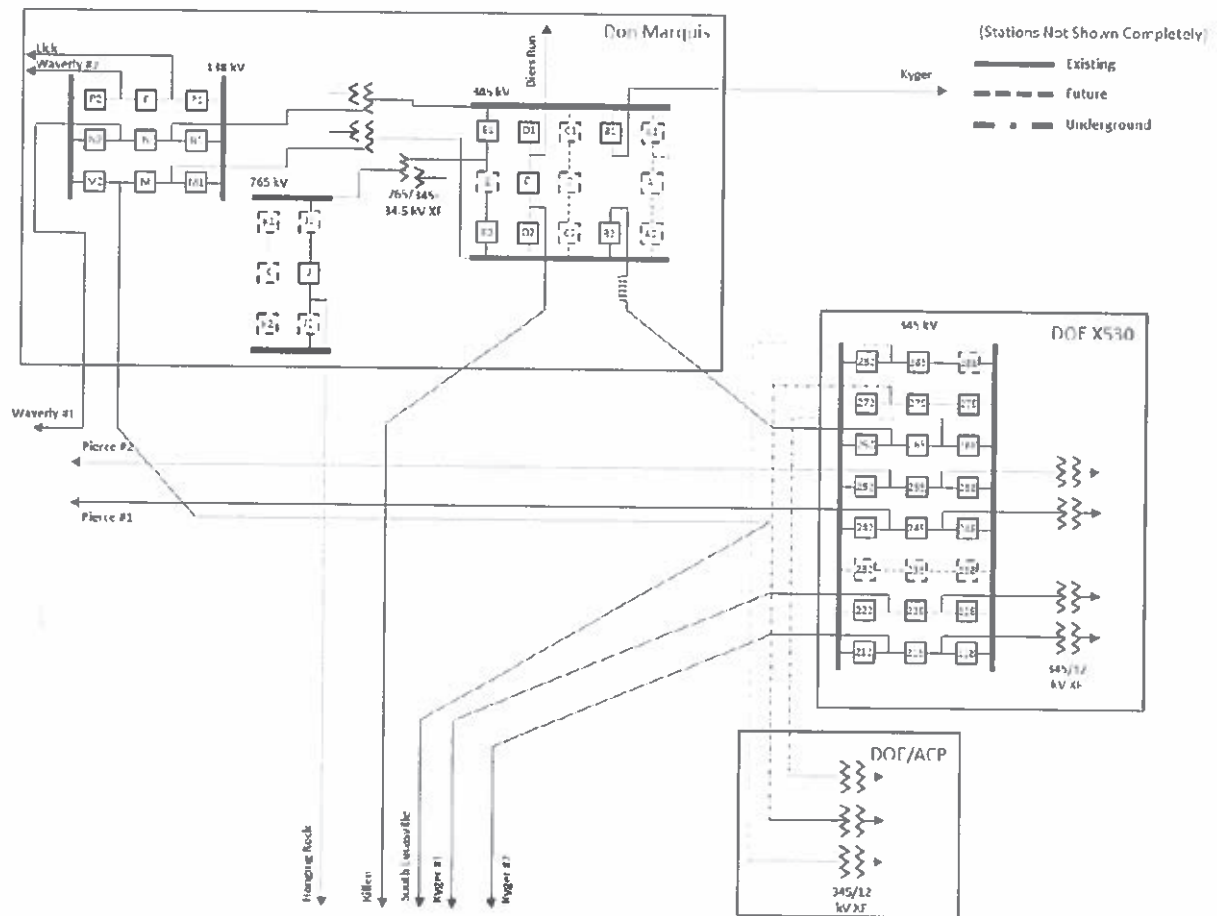


Figure 1: System Schematic - Existing

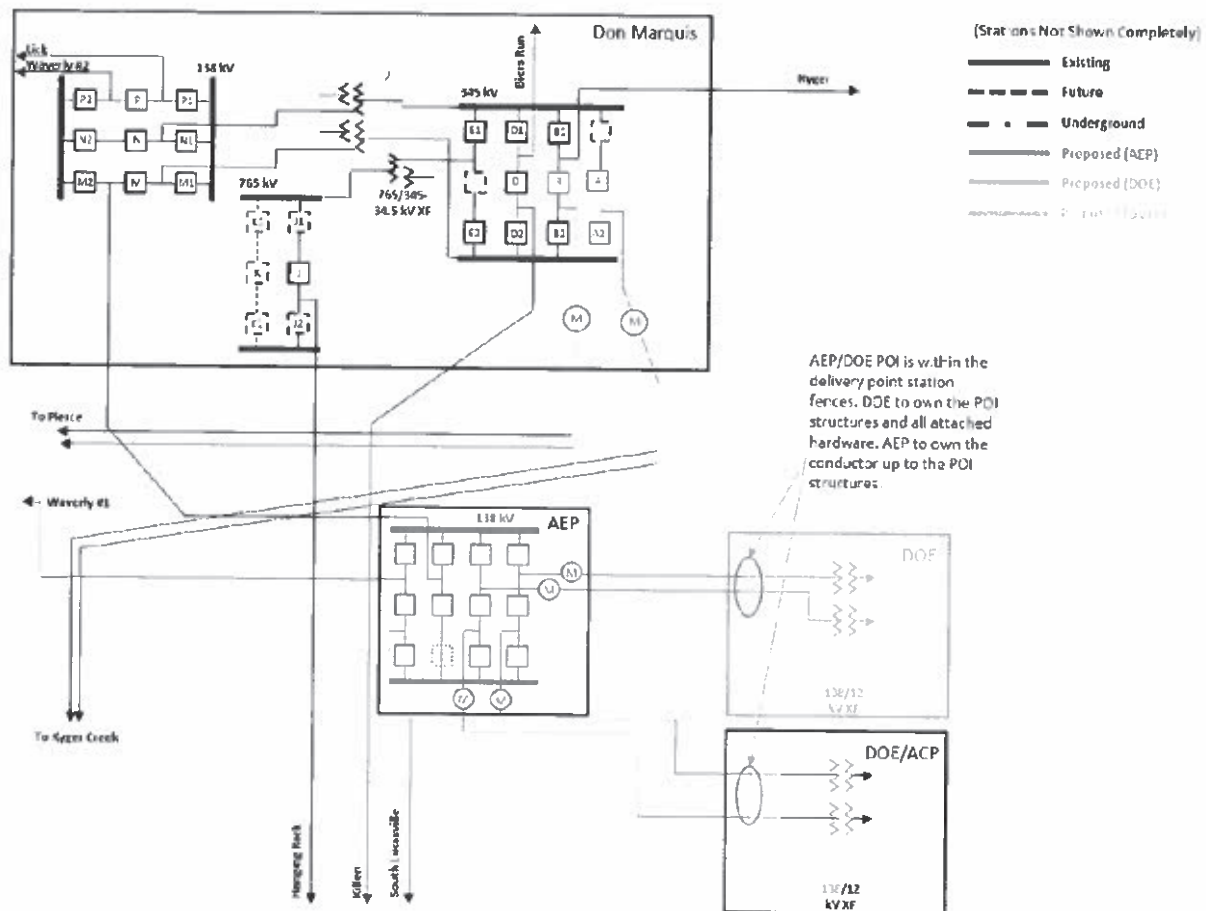


Figure 2: System Schematic – After

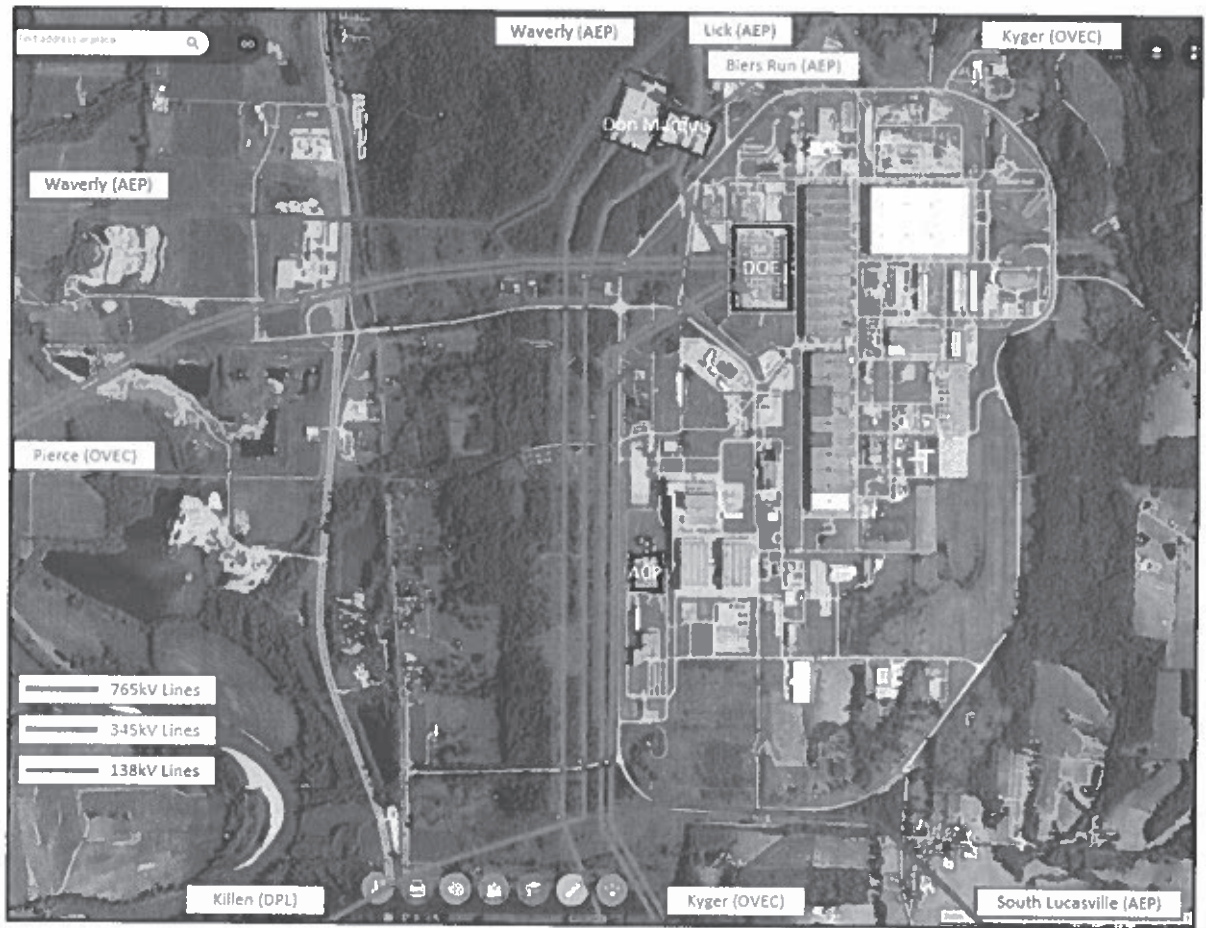


Figure 3: Geographical View – Before

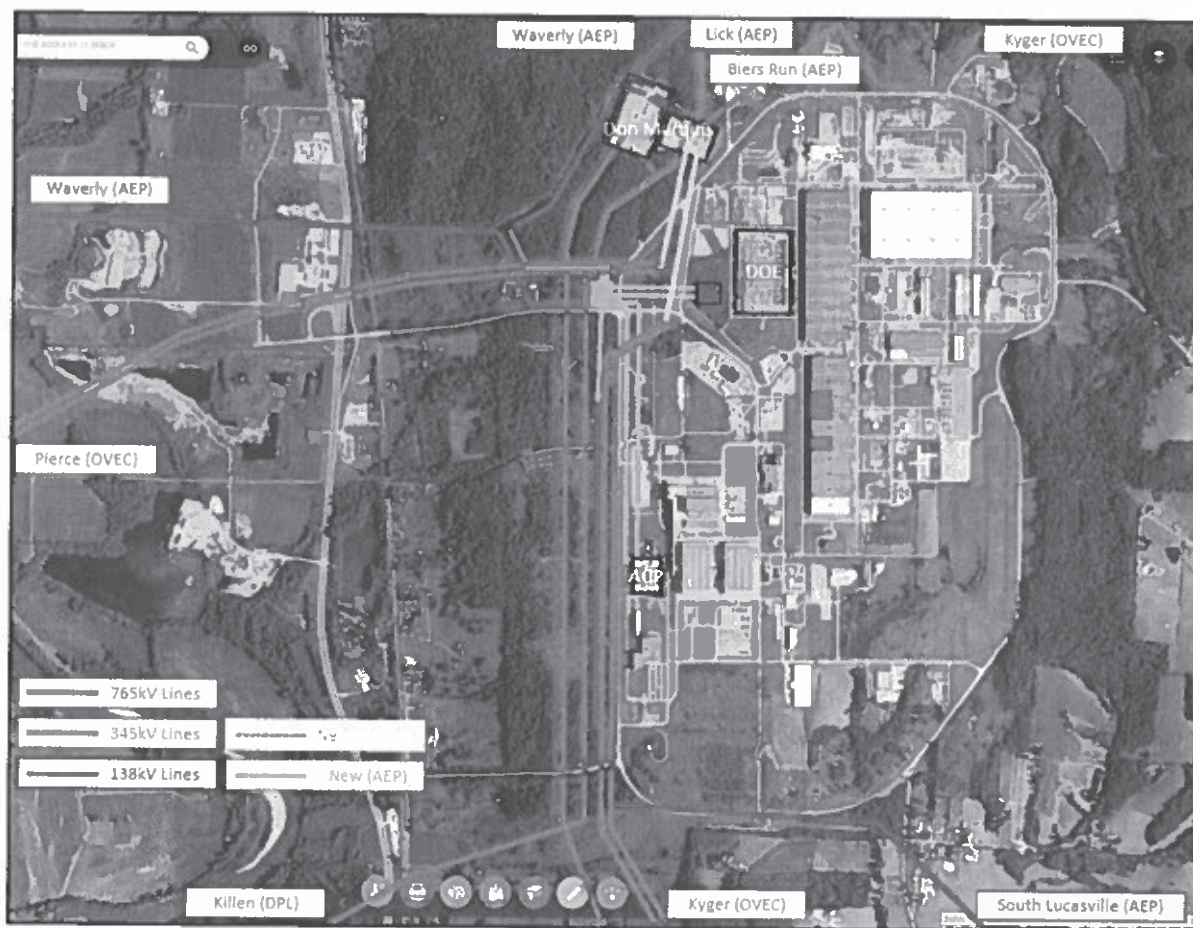


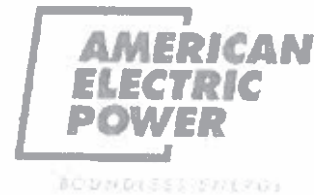
Figure 4: Geographical View – After

Table 1: Scope, Ownership and Responsibility Matrix

| Scope of Work | Ownership (%) | | | Cost Responsibility % | | |
|--|-------------------------------------|-----|------|-----------------------|-----|------|
| | AEP | DOE | OVEC | AEP | DOE | OVEC |
| 138kV Delivery Substation | 100 | | | 100 | | |
| 138kV Line Extensions to Delivery Substation | 100 | | | 100 | | |
| 138kV Metering Package | 100 | | | 25 | 75 | |
| Two New 138kV DOE Lines | 100 | | | 60 | 40 | |
| 138/13.8kV Substation for DOE Load | | 100 | | | 100 | |
| Modify 13.8kV Cable Bus | | 100 | | | 100 | |
| Two New 138kV ACP Lines | 100 | | | 60 | 40 | |
| 138/13.8kV Transformers at ACP | | 100 | | | 100 | |
| 345kV Equipment De-Energizing | | 100 | | | 100 | |
| Property and Right-of-Way | 100 | | | | 100 | |
| 345kV Six Wiring and Line Work | | | 100 | | | 100 |
| 345kV Work at Pierce and Kyger | | | 100 | | | 100 |
| 345kV Breakers at Don Marquis | 100 | | | 100 | | |
| 345kV Metering at Don Marquis | 100 | | | 50 | | 50 |
| 345kV Entrance Spans at Don Marquis | Included with 6-wire Cost Line Item | | | | | |
| 345kV Equipment Retirement at X530 | | 100 | | | 100 | |

EXHIBIT C

American Electric Power



U.S. Department of Energy
Matthew Carpenter
Contracting Officer
250 E. 5th Street, Suite 500
Cincinnati, Ohio 45202

March 9, 2021

Re: U.S. Department of Energy ("Customer") facility located in
Piketon, OH (the "Facility").

Dear Mr. Carpenter;

This letter (the "Agreement") sets forth an agreement between Customer and Ohio Power Company ("Company") under the terms of which Company will proceed with the engineering, design, procurement and construction work described in this Agreement (the "Work") in order to provide new 138kV service to Customer's facility in Piketon, OH. This Agreement supersedes and replaces in its entirety the agreement between the parties dated February 27, 2020. Customer has requested Company to provide service to the Facility at transmission voltage pursuant to the Company's terms and conditions of service (the "Terms and Conditions"). In an effort to meet a customer requested in-service date at the completion of Milestone 6 (the "138kV Transfer Date"), Company has agreed to begin the Work subject to Customer's agreement to the terms found herein. The Company will use commercially reasonable efforts to complete the Work on or before the in-service date but does not guarantee the in service date will be met as there are many variables beyond its control.

Customer will issue a Task Order to the Areawide Public Utility Contract For Electric Services, Regulated Energy Management Services, and Services Provided under the Appropriate Regulatory Authority, Contract No. GS-00P-12-BSD-0845 between the United States of America and AMERICAN ELECTRIC POWER SERVICE CORPORATION, for providing service to Customer's Piketon, Ohio facility, including construction and financing of the project.

The Customer agrees to reimburse the Company allowable costs, both internal and external, incurred by the Company up to an authorized limit of \$31,390,000 to be paid in the event (a) Customer terminates this project, in accordance with the task order, or (b) a new electric service agreement is not executed prior to the service being energized. Furthermore, if expenses reach the authorized limit, it is understood and

agreed that all work will be stopped until either this Agreement is amended by the parties or a new letter of commitment as proposed by the Company and agreed to by the Customer, is executed by the Customer.

The Contribution in Aid of Construction ("CIAC") for this project is preliminarily estimated to be \$5,160,000. This amount will be updated after detailed engineering is completed. Customer will receive an updated estimate which will be included in the CIAC agreement to be executed by Customer prior to the start of construction. Customer shall pay the CIAC in three equal annual installments, with the first installment due not later than November 30 of Customer's first fiscal year beginning after the 138 kV Transfer Date and the second and third installments due by November 30 of Customer's then next two fiscal years.

The above financial commitment was based upon a plan that involves, at a high level, the following work to be performed by Company (see Attachment 1):

A new 138kV delivery substation with three independent 138kV sources and four 138kV connection points (two near X-530 and two near X-5001 substations) for the Customer. Integration of the existing Ohio Valley Electric Corporation ("OVEC") 345kV transmission lines, currently integrated into the Customer's existing X-530 substation, into Company's Don Marquis 345kV substation. Retirement of existing 345kV connection for the Customer at Company's Don Marquis 345kV substation.

Company and Customer agree to confer regularly to coordinate the planning, scheduling and performance of the Work.

Based upon the above preliminary plan of service, the Customer, its heirs or successors would be expected to perform, at no cost to Company, the following: Grant all required easements and/or other access rights on their property per AEP Ohio requirements.

Customer will perform its work in accordance with applicable laws, rules and regulations and subject to required regulatory consent and approvals. In addition, Customer shall comply with the Company's connection requirements, which can be found at the following internet address:

http://www.aep.com/about/codeofconduct/OASIS/TransmissionStudies/Requirements/AEP_Interconnection_Requirements_Rev1.pdf

All of the facilities installed by Company in performing the Work shall be owned, maintained and controlled solely by Company. Company retains the right to use those facilities for any purpose it deems appropriate under good utility practices, including the distribution of electric service to other customers.

Company will perform the Work in accordance with applicable laws, rules and regulations and subject to required regulatory consents and approvals. Except for the foregoing, **COMPANY HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED**

WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR GOOD AND WORKMANLIKE PERFORMANCE.

COMPANY (AND ITS OFFICERS, EMPLOYEES AND CONTRACTORS) SHALL NOT BE LIABLE FOR ANY ECONOMIC OR COMMERCIAL LOSSES OR OTHER SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING LOSS OF PROFIT OR REVENUE, LOSS OF USE OF EQUIPMENT, COST OF CAPITAL, OR DAMAGE TO REPUTATION OR RELATIONS) RESULTING FROM THE PERFORMANCE OR FAILURE TO PERFORM THE WORK DESCRIBED HEREIN, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, STATUTORY LIABILITY OR ANY OTHER THEORY OF LIABILITY.


In performing the Work, Company is making modifications and additions solely to its own electric system, in accordance with the Tariff, in response to Customer's request for service. Company is not performing any work on any facilities or equipment owned, or to be owned by Customer. No provisions contained in this Agreement and no action on the part of any of the parties hereto shall be construed as creating an employer/employee relationship, joint venture, or any other relationship other than that of regulated electric utility and customer. Nothing contained herein shall be construed as a waiver or relinquishment by Company of any right it has or may hereafter have to discontinue service for default in the payment of any bill owing or to become owing hereunder or for any reason or cause allowed by law.

No amendment or modification of this Agreement shall be valid and binding unless made in writing and signed by the respective authorized representatives of Company and Customer. This Agreement constitutes the entire agreement between the parties and supersedes all previous and collateral agreements or understandings with respect to the subject matter of the Agreement.

Please indicate your acceptance of these terms by having the appropriate authorized officer or agent of your company sign the attached 2 copies of this letter and return them both to me. A fully executed copy of this agreement will be returned for your files.

Sincerely,

OHIO POWER COMPANY

By: 
Title: Mng Director
Date: 3/16/2021

U.S. DEPARTMENT OF ENERGY


By: 
Title: Contracting Officer
Date: 3/17/2021

EXHIBIT D

ELECTRIC SERVICE AGREEMENT

This Electric Service Agreement (this "Agreement" or "Contract"), entered into this 9th day of March, 2021 by and between Ohio Power Company, hereafter called the Company, and the United States Department of Energy, 3930 US Highway 23, Piketon, OH 45661, or his or its heirs, successors or assigns, hereafter called the Customer,

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

The Company agrees to furnish to the Customer, during the term of this Contract, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the **Public Utilities Commission of Ohio**, distribution service of the character specified herein that shall be purchased by the Customer in the premises located at **3930 US Highway 23, Piketon, OH**.

The Company is to furnish and the Customer is to take distribution service under the terms of this Contract for an initial period of **24 months** from the time such service is commenced, and continuing thereafter until terminated upon **12 months'** written notice given by either party of its intention to terminate the Contract. The date that service shall be deemed to have commenced under this Contract shall be **upon completion of the 138kV service to the premise location (the "138kV Transfer Date")**.

The electric energy delivered hereunder shall be alternating current at approximately **138,000 volts**, 3-wire, 3-phase, and shall be delivered to the face of the bay where the conductors of the Company's four overhead 138,000 volt lines connect to the dead end insulators on the deadend structures located inside each of the Customer's two delivery point substations (hereafter referred to as the "**DOE Substation**" and the "**ACP Substation**"), which shall constitute the points of delivery under this Contract. The said electric energy shall be delivered at reasonably close maintenance to constant potential and frequency, and it shall be measured by a meter or meters owned and installed by the Company and located in the control building in the Company's 138kV substation. Electric energy shall be separately metered and billed for each of the DOE Substation and the ACP Substation, but the Department of Energy shall be the Customer with respect to all such electric energy.

The Customer acknowledges that the Customer may be eligible to receive service under more than one of the Company's schedules and that such options have been explained to the Customer. The Customer and Company agree that the Customer has chosen to receive service under the provisions of the Company's Schedule **GENERAL SERVICE LARGE**. The Customer agrees to pay the Company monthly for electric energy delivered hereunder at the rates and under the provisions of the Company's Schedule **GENERAL SERVICE LARGE**, as regularly filed with the **Public Utilities Commission of Ohio**, as long as that schedule is in effect. In the event that the Schedule chosen by the Customer is replaced by a new or revised Schedule incorporating different rates or provisions, or both, the Company and Customer understand and agree that the Company will continue to provide service, and the Customer will continue to take service, under this Contract, subject to such changed provisions, and that the Customer will pay for such service at the new rates on and after the date such rates become effective.

In addition to other amounts that may be charged to the Customer hereunder, the Customer shall pay a monthly facilities charge equal to one-twelfth of the annual amount set forth in Attachment 1 hereto for the corresponding year of service for 132 months commencing as of the first month following the 138kV Transfer Date. In the event that this Contract is not renewed or replaced prior to the payment of the monthly

facilities charge for 132 months, the Customer shall be obligated to pay to the Company any remaining portion of the monthly facilities charge to equal the 132 months of payments. The Customer will not be responsible for any remaining portion of the monthly facilities charge if Company is in default of its obligations as such obligations are defined under the Company's standard Terms and Conditions of Service as regularly filed with the **Public Utilities Commission of Ohio**.

The Customer's contract capacity under the Schedule named herein is hereby fixed at **26,000 kW**. If a time-of-day demand is available under the Schedule and is selected by the Customer, the reservation of capacity aforementioned shall be the peak period reservation of capacity.

This Contract is for distribution service only and does not prohibit the Customer from exercising its option to purchase its electrical energy from a Competitive Retail Energy Services (CRES) provider. Additionally, the tariff schedule referenced in this contract applies to either the Standard Service schedule or its companion Open Access Distribution (OAD) schedule.

There are no unwritten understandings or agreements relating to the service hereinabove provided. This Contract cancels and supersedes all previous agreements, relating to the delivery of energy by the Company at Customer's premises as referred to above, on the date that service under this Contract commences. This Contract shall be in full force and effect when signed by the authorized representatives of the parties hereto.

Ohio Power Company

By: 

Jon F. Williams

Title: **Managing Director, Customer Experience
and Distribution Technology**

Date:

March 16, 2021

Account Number:

U.S. Department of Energy

By: 

Matthew Carpenter

Title: **Contracting Officer**

Date: 3/17/2021

EXHIBIT D with Att. 1

| Schedule of Facilities Charges | | | |
|--------------------------------|---------------|---------|---------------|
| Year 1 | \$ 935,496.04 | Year 7 | \$ 415,306.59 |
| Year 2 | \$ 852,714.30 | Year 8 | \$ 322,789.70 |
| Year 3 | \$ 768,427.53 | Year 9 | \$ 228,475.74 |
| Year 4 | \$ 682,590.58 | Year 10 | \$ 132,310.78 |
| Year 5 | \$ 595,156.95 | Year 11 | \$ 34,239.29 |
| Year 6 | \$ 506,078.73 | | |

EXHIBIT E

Ohio Power Company
Contribution-In-Aid-Of-Construction Agreement
For Electric Distribution Service
At Subtransmission or Transmission Voltages

Customer Name:

Service Address, Town & Zip:

Mailing Address, Town & Zip:

Agreement No.

Work Order No.

Date:

The Customer has requested extended or expanded electric distribution facilities (hereinafter referred to as "Basic Service") as follows:

1. *(additional demand amount requested)*
2. *(proposed contract capacity)*
3. *(delivery voltage)*
4. *(requested date)*
5. *(facilities to be provided by Company)*
6. *(other specific details, to ad nauseum)*

The Customer has requested Premium Service as follows:

1. there is no premium service request
2. *(or similar details as identified for Basic Service)*

Ohio Power Company (hereinafter referred to as "Company") agrees to install facilities as agreed. All facilities installed by the Company will be and remain the property of the Company. It is understood that these facilities are not dedicated solely for the Customer's present or future electric service needs.

In accordance with the Company's terms and conditions as filed with the Public Utilities Commission of Ohio the Customer agrees to pay to the Company as follows: Customer shall pay the Contribution-In-Aid-Of-Construction in three equal annual installments, with the first installment due not later than November 30 of the Customer's first fiscal year beginning after the completion of the 138kV service to the Customer's premises and the second and third installments due by November 30 of Customer's then next two fiscal years.

It is understood and agreed that the Company will not begin facilities construction until the payment terms, as outlined above, are completed.

It is understood and agreed that this agreement, and particularly the amount of the Contribution-In-Aid-Of-Construction contained herein, are based on the specifics of the Customer's request for extended or expanded distribution electric facilities and the anticipated service commencement date. If the Customer's request for facilities is altered or the Customer requests a delay or otherwise is unable to take service by *(date)*, the Company reserves the right to adjust the amount of the Contribution-In-Aid-Of-Construction and surcharge to reflect either the alteration in requested facilities or the delay in service date, or both, or cancel this agreement.

It is understood that the Contribution-In-Aid-Of-Construction costs are based on detailed estimates using typical conditions. It is agreed that the Company reserves the right to assess an additional amount of Contribution-In-Aid-Of-Construction to reflect conditions that are different from typical conditions assumed in the development of the detailed estimate. The Company will provide the Customer an update, as warranted, about these conditions. Any additional assessed amounts will be limited to the following conditions:

1. Higher expense to acquire right-of-way easements or property for line or station work
2. Higher than expected expense for site grading

Ohio Power Company
Contribution-In-Aid-Of-Construction Agreement
For Electric Distribution Service
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3. Higher than expected costs to integrate the facilities, as outlined above, into the system due to restrictions to maintain system reliability or needed to coordinate with other customers.

This Agreement is void if not accepted on or before *(date)*.

By signing and returning this Agreement, Customer agrees to accept the above described terms and conditions.

On behalf of the Customer

By: _____
Signature: _____
Title: _____
Date: _____

On behalf of the Company

By: _____
Signature: _____
Title: _____
Date: _____

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

8/13/2021 9:45:00 AM

in

Case No(s). 15-0892-EL-AEC

Summary: Correspondence -Ohio Power Company Submits Correspondence to Attorney Examiner in the Above-Referenced Case electronically filed by Mr. Steven T. Nourse on behalf of Ohio Power Company