

BakerHostetler

Baker&Hostetler LLP

Key Tower
127 Public Square, Suite 2000
Cleveland, OH 44114-1214

T 216.621.0200
F 216.696.0740
www.bakerlaw.com

David F. Proaño
direct dial: 216.861.7834
dproano@bakerlaw.com

October 10, 2024

The Honorable Gregory Price
The Honorable David Hicks
The Honorable Isabel Marcelletti
Attorney Examiners
Public Utilities Commission of Ohio
180 East Broad Street, 11th Floor
Columbus, OH 43215-3793

Re: *In the Matter of the Application of Ohio Power Company For New Tariffs Related To
Data Centers And Mobile Data Centers - Case No. 24-508-EL-ATA*

Dear Examiners,

I am pleased to submit the enclosed *Joint Stipulation and Recommendation* for the Commission's consideration in resolving this case, which is supported by a majority of the parties in this case. The Signatory Parties remain open to including other parties willing to join the *Joint Stipulation and Recommendation*, and in the meantime request consideration and approval by the Commission.

Should you have any questions concerning this submission, please contact me at the information above.

Respectfully submitted,

/s/ David F. Proaño

David F. Proaño
Counsel of Amazon Data Services, Inc.

cc: *All Counsel of Record*

**BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of Ohio)
Power Company for New Tariffs Related to) Case No. 24-0508-EL-ATA
Data Centers and Mobile Data Centers)

JOINT STIPULATION AND RECOMMENDATION

I. Introduction

Rule 4901-1-30, Ohio Administrative Code (OAC), provides that any two or more parties to a proceeding may enter into a written stipulation covering the issues presented in such a proceeding. This document sets forth the understanding and agreement of the parties who have signed below (“Signatory Parties”) and jointly present to the Public Utilities Commission of Ohio (“Commission”) this Joint Stipulation and Recommendation (“Stipulation”) in order to resolve all of the issues raised in this proceeding through the Application filed by Ohio Power Company (“AEP Ohio” or the “Company”) on May 13, 2024, proposing new tariffs related to data centers and mobile data centers.

This Stipulation is a product of lengthy, serious, arm’s-length bargaining among the Signatory Parties and other parties who chose not to sign the Stipulation (all of whom are capable, knowledgeable parties). All parties were invited to discuss and negotiate this Stipulation, and all parties participated in negotiations. This Stipulation is supported by adequate data and information. As a package, the Stipulation: benefits customers and the public interest; represents a just and reasonable resolution of all issues in this proceeding; violates no regulatory principle or practice; and complies with and promotes the policies and requirements of Title 49 of the Ohio Revised Code. This Stipulation represents an accommodation of the diverse interests represented by the Signatory Parties and, though not

binding, is entitled to careful consideration by the Commission. For purposes of resolving the issues raised by these proceedings, the Signatory Parties agree to fully support adoption of the Stipulation without modification in this proceeding.

II. Recitals

WHEREAS, on May 13, 2024, AEP Ohio filed an Application in this proceeding seeking to establish new tariffs related to data centers and mobile data centers;

WHEREAS, the parties engaged in extensive discovery in this proceeding;

WHEREAS, the Signatory Parties found common ground through the issues developed during the discovery process and settlement discussions commenced concerning those developing issues; and

WHEREAS, this Stipulation is the result of serious discussion and compromise of complex issues and involves substantial benefits that would not otherwise have been achievable, and is not intended to reflect the views or proposals which any individual party may have advanced acting unilaterally.

NOW, THEREFORE, the Signatory Parties agree and recommend resolution of the Application and related issues through this Stipulation.

III. Joint Recommendations of Signatory Parties

A. AEP Ohio's Application

1. The Signatory Parties recommend that the Commission adopt the Application in this case as modified by this Stipulation.

B. Tariff Applicability

2. The name of Schedule DCP (Data Center Power) will be changed to Schedule EIC (Electricity-Intensive Customer) and will apply to any electric service agreement

(ESA) signed after the tariff effective date for new load greater than 50 MW at a Single Location if AEP Ohio provides Proof of a Transmission Capacity Constraint. Schedule EIC will not apply to loads greater than 50 MW at a Single Location that have already signed an LOA or ESA by the effective date of the new tariff.

- a. For purposes of Schedule EIC, “Single Location” shall mean an area that is owned, operated, or leased by the customer, which can include a contiguous lot to the area with the customer’s metering point, regardless of easements, public thoroughfares, transportation rights-of-way, or utility rights-of-way.
- b. Transmission Capacity Constraint shall mean existing AEP transmission infrastructure (above 100 kV) is unable to serve the customer while still complying with FERC/NERC reliability requirements.
- c. Proof of a Transmission Capacity Constraint shall be established through the completion of a study by AEP Ohio which identifies the transmission load capacity at the proposed customer location, and confirms that the proposed customer location has insufficient transmission load capacity, thereby requiring significant transmission system upgrades. Such study shall be shared with the customer or its authorized third party consultant to verify the study’s conclusions.
- d. Schedule EIC shall not be limited in its application to specific customer types, industries, businesses or operational profiles.
- e. “ESA” or “Contract” means the service agreement entered into by the customer and AEP Ohio.

C. Contract Term

3. Customers taking service under Schedule EIC will have the option of selecting one of the following three options for the term of ESA:
 - a. **Term A:** Term of the ESA will equal the Load Ramp Period (no greater than four years as further defined below in Section G) plus 8 years, with an option to exit after year 5, with a 1-year exit fee.
 - b. **Term B:** Term of the ESA will equal the Load Ramp Period plus 10 years, with an option to exit after year 7, with no exit fee.
 - c. **Term C:** Term of the ESA will equal the Load Ramp Period plus 12 years, with an option to exit after year 9, with no exit fee.

D. Collateral

4. All customers served under Schedule EIC with a Contract Capacity of less than 75 MW for a Single Location will remain subject to the security/collateral requirements under the then existing GS tariff (or successor tariff).
 - a. For purposes of Schedule EIC, the terms “Data Center” and “Mobile Data Center” proposed in the Application will be eliminated.
 - b. Any customer served under Schedule EIC with a Contract Capacity of 75 MW or more for a Single Location will be subject to the security/collateral requirements proposed in the Application if the customer does not have either (a) a credit rating of at least A- from S&P Global Inc. and A3 from Moody’s Corporation or (b) cash and cash equivalents on an audited balance sheet prepared in accordance with Generally Accepted Accounting Principles greater than ten times the collateral requirement.

E. Minimum Demand

5. For Schedule EIC customers, the monthly minimum billing demand will be no less than the greater of (a) X% of the customer’s highest previously established monthly billing demand during the prior 11 months, where X refers to the maximum minimum demand corresponding to the Term (A through C) the customer selects, or (b) a percentage of the customer’s Contract Capacity according to the following schedule:

Contract Capacity	Minimum Demand
50,001 kW to 75,000 kW	32,500 kW plus 85% of marginal amount over 50,000 kW
75,001 kW and above	53,750 kW plus 100% of marginal amount over 75,000 kW; provided, however, that the minimum demand will not exceed: <ul style="list-style-type: none">• 85% of the total Contract Capacity for Term A customers;• 80% of the total Contract Capacity for Term B customers; or• 75% of the total Contract Capacity for Term C customers.

- a. For purposes of Schedule EIC, the “Contract Capacity” shall mean the customer specified amount of monthly peak load requirements for each month as set forth in the ESA.

F. Public Posting of Contract Forms

6. AEP Ohio shall post the standard contract and form applications and contracts it uses for all primary and transmission customers (whether served under Schedule EIC or otherwise) on a publicly available website, including load study applications,

CIAC agreements, LOAs, new service applications, ramp-up agreements, ESAs and any other form documents. These publicly available forms shall comply with the terms of AEP Ohio's Commission-approved tariffs. Further, AEP Ohio shall post its standard Schedule EIC contracting process on a publicly available website.

G. Load Ramp Period

7. The "Load Ramp Period" will commence upon energization and will not exceed four years, and the capacity used for determining minimum monthly billing demand will be no less than:
 - a. In Year 1, 30% of Contract Capacity.
 - b. In Year 2, 50% of Contract Capacity.
 - c. In Year 3, 70% of Contract Capacity.
 - d. In Year 4, 90% of Contract Capacity.

The definition of "Load Ramp Period" in the Application will be modified accordingly, and the definition of "Load Ramp Contract Capacity" in the Application will be eliminated.

H. Resizing Capacity for Existing Customers

8. To assist in alleviating transmission constraints, AEP Ohio shall initiate a program that will allow existing customers (i.e., those customers with an ESA executed prior to the effective date of Schedule EIC) the opportunity to reduce or "right size" their existing Contract Capacity upon implementation of the new Schedule EIC, and conduct annual reviews to allow customers to reduce their existing Contract Capacity to ensure that they have not contracted for too much capacity, without triggering the application of the new tariffs.

I. Process for Signing Up New EIC Customers

9. Until Schedule EIC becomes effective and is implemented, prospective large load customers will remain in AEP Ohio's Central Ohio queue, unless such customer load can be served by existing transmission system capacity. The following process applies to a new facility served under Schedule EIC:

- a. **Step One: Request for Load Study.** The customer will request that AEP Ohio conduct a formal study of the prospective load. The customer must demonstrate it is making reasonable efforts to gain possession and control of land (through an MOU or other showing) and provide a specific location, proposed load ramp, and proposed final Contract Capacity load. AEP Ohio will charge a one-time fee of \$10,000 for each load study to cover the study cost. Customers currently in AEP Ohio's Central Ohio queue must submit a study request and pay the fee within 120 days of the effective date of Tariff EIC or lose their spot in the queue.
- b. **Step Two: AEP Ohio Determines Service Plan.** AEP Ohio will conduct the load study and determine a service plan for the customer. AEP Ohio will make reasonable efforts to complete the load study within (i) 60 days if regional transmission upgrades are needed to serve the customer or (ii) 45 days (for all other situations). AEP Ohio will make reasonable efforts to prioritize customers on a "first come, first served" basis, but strict adherence to this principle may be impossible based on regional and local transmission grid conditions, location of customer property, the grid location of the upgrades, etc.

- c. **Step Three: Contracting.** Any buildout costs and CIAC will be addressed through an LOA consistent with AEP's then-existing tariff provisions that apply to all customers (the "CIAC Amount"). The LOA will not require credit security in an amount greater than the CIAC Amount. AEP Ohio will also present the customer an ESA under the EIC tariff that will include a good faith estimate of the energization date of service, but if regional transmission upgrades are needed, the in-service date estimate will be high-level and contingent on numerous factors outside of AEP Ohio's control (e.g., a PJM competitive window). The ESA Contract Capacity during the Load Ramp Period will be set at 0 MW and only become effective upon energization. Once the customer and AEP Ohio agree to the terms of an LOA and ESA, the customer will have 90 days to sign the LOA and ESA. Customer must demonstrate control over the property (e.g. own, lease or have an option) before contracts are executed. If the customer declines to sign within this time, the contracts will be automatically withdrawn and the customer will lose their spot in the queue.
- d. **Step Four: Construction and Energization.** AEP Ohio will include the customer's load in its PJM forecast, and the necessary transmission infrastructure to serve the customer will be constructed pursuant to the PJM transmission planning process. Once all infrastructure is in place to begin service, AEP Ohio will energize the customer and the ESA will begin. If electric infrastructure is not in place to serve the customer by the estimated in-service date in the ESA, the end date of the ESA will not change, and Contract Capacity for the Load Ramp Period will remain at 0 MW until AEP

Ohio has demonstrated that the customer can be served by available transmission facilities and the customer is energized.

J. Assigning Retail Capacity to Another Customer

10. If a customer (“Assigning Customer”) wishes to reduce its Contract Capacity under Schedule EIC during the term of the ESA, it may request that AEP Ohio assign up to 50% of its Contract Capacity (“Reallocated Capacity”) to another Schedule EIC customer (“Receiving Customer”) in lieu of continuing minimum demand charges for that Reallocated Capacity and/or paying some or all of its exit fee. If a successful assignment is made, the Assigning Customer would be relieved of its contractual obligations going forward relating to the assigned load. Consistent with any applicable legal or regulatory requirements, AEP Ohio will make a good faith effort to accommodate capacity assignments.

K. Emergency Interruption

11. Customers taking service under Schedule EIC may be interrupted during grid emergencies under the same circumstances as any other customer, including any applicable new regulation or future rule changes.

L. Behind-the-Meter Generation

12. Schedule EIC will expressly state that customers taking service under that schedule may interconnect behind-the-meter generation and/or co-located load on the same terms and under the applicable interconnection rules (PUCO, PJM OATT and PJM Manuals) as any other customer, including any applicable new regulation or future rule changes. AEP Ohio’s language in the section titled Customer-Owned Generation and Emergency Conditions will not be included in any schedule. The

minimum demand calculation will allow netting to include consideration of the customer's firm commitments to reduce load with behind-the-meter generation.

M. Exit Fee and Minimum Demand Charge Revenue

13. All exit fee and minimum demand charge revenue collected by AEP Ohio under Schedule EIC shall be credited to the BTCR revenue requirement or deferred as a regulatory liability with a carrying charge at AEP Ohio's weighted average cost of capital.

N. Contract Renewal

14. Following the conclusion of a Schedule EIC ESA, the Customer will be served under the terms of AEP Ohio's then existing GS tariff (or any successor tariff).

O. SSO

15. AEP Ohio's SSO proposal will be modified by the following provision: Customers served under Schedule EIC and all other customers having an existing ESA with Contract Capacity over 25 MW that are part of the 5,000 MW expansion currently under ESA will not be eligible to return to the existing default SSO auction product. Instead, the customers that fall under these tariff requirements and those that have an existing ESA with Contract Capacity over 25 MW will be served by a separate yet to be determined competitive and transparent process where competitive suppliers, subject to qualifying criteria approved by the Commission, will provide electric power and energy that is based on real time energy and a pass through of capacity plus an adder for ancillary costs and the supplier's cost.

P. MDC/FLT Tariff

16. The proposed Schedule MDC/FLT (Mobile Data Center/Flexible Load Tariff) will be eliminated, without prejudice to AEP Ohio's ability to propose tariff provisions related specifically to mobile data centers in a future proceeding, which any party to this proceeding may oppose or support.

Q. Initiation of Commission-Ordered Investigation ("COI")

17. The Signatory Parties request that the Commission initiate a COI that will evaluate opportunities that could positively impact near term transmission capacity constraint issues on AEP Ohio's system including utility-side opportunities such as utility data transparency, operational efficiencies, reconductoring and market-driven opportunities such as battery storage, surplus interconnection of distribution-level generation and storage, and virtual power plants, and grid-enhancing technologies from both utility and market driven opportunities.

R. The Three-Part Test for Commission Approval

18. The Signatory Parties agree that the Stipulation satisfies the three-part test traditionally used by the Commission to consider stipulations. Specifically, the Signatory Parties agree that:

- a. The Stipulation is a product of serious bargaining among capable, knowledgeable parties representing diverse interests.
- b. The Stipulation does not violate any important regulatory principle or practice.
- c. The Stipulation, as a whole, benefits customers and the public interest.

IV. Procedural Matters

A. Certain of the Signatory Parties will file testimony in support of the Stipulation, subject to the Commission's ruling on the Signatory Parties' motion for a continuance of the scheduled evidentiary hearing, which is being submitted concurrently with the Stipulation.

B. Except for enforcement purposes or to establish that the terms of the Stipulation are lawful, neither this Stipulation nor the information and data contained herein or attached hereto shall be cited as a precedent in any future proceeding for or against any Signatory Party, if the Commission approves the Stipulation. Nor shall the acceptance of any provision within this Stipulation be cited by any party or the Commission in any forum so as to imply or state that any Signatory party agrees with any specific provision of the Stipulation. More specifically, no specific element or item contained in or supporting this Stipulation shall be construed or applied to attribute the results set forth in this Stipulation as the results that any Signatory Party might support or seek, but for this Stipulation in these proceedings or in any other proceeding. This Stipulation contains a combination of outcomes that reflects an overall compromise involving a balance of competing positions, and it does not necessarily reflect the position that one or more of the Signatory Parties would have taken on any individual issue. Rather the Stipulation represents a package that, taken as a whole, is acceptable for the purposes of resolving all contested issues without resorting to litigation. The Signatory Parties believe that this Stipulation, taken as a whole, represents a reasonable compromise of varying interests.

C. By their signatures, the Signatory Parties indicate their support for the Stipulation. The Signatory Parties agree not to oppose this Stipulation. If the Stipulation is

contested, no Signatory Party will oppose an application for rehearing designed to defend or restore the terms of this Stipulation.

D. This Stipulation is conditioned upon adoption of the Stipulation by the Commission in its entirety and without material modification. Each Signatory Party has the right, in its sole discretion, to determine whether the Commission's approval of this Stipulation constitutes a "material modification" thereof. If the Commission rejects or materially modifies all or any part of this Stipulation, any Signatory Party shall have the right within thirty days of issuance of the Commission's order to apply for rehearing. The Signatory Parties agree that they will not oppose or argue against any other Party's application for rehearing that seeks to uphold the original unmodified Stipulation. If the Commission does not adopt the Stipulation without material modification upon any rehearing ruling, then within thirty days of such Commission rehearing ruling any Signatory Party may terminate its Signatory Party status and withdraw from the Stipulation by filing a notice with the Commission. No Signatory Party shall file a Notice of Withdrawal without first negotiating in good faith with the other Signatory Parties to achieve an outcome that substantially satisfies the intent of the Stipulation. If a new agreement achieves such an outcome, the Signatory Parties will file the new agreement for Commission review and approval. If the discussions to achieve an outcome that substantially satisfies the intent of the Stipulation are unsuccessful, and a Signatory Party files a Notice of Withdrawal, then the Commission will convene an evidentiary hearing to afford that Signatory Party the opportunity to contest the Stipulation by presenting evidence through witnesses, to cross examine witnesses, to present rebuttal testimony, and to brief all issues that the Commission shall decide based upon the record and briefs. If the discussions to achieve an outcome that substantially satisfies the intent of the Stipulation are successful, then some or all of the

Signatory Parties shall submit the amended Stipulation to the Commission for approval after a hearing if necessary.

E. Unless the Signatory Party exercises its right to terminate its Signatory Party status or withdraw as described above, each Signatory Party shall act in good faith and use reasonable efforts to support the reasonableness of this Stipulation before the Commission in this proceeding, and to cause its counsel to do the same, and in any appeal it participates in from the Commission's adoption and/or enforcement of this Stipulation. The Signatory Parties also agree to urge the Commission to accept and approve the terms hereof as promptly as possible.

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IN WITNESS WHEREOF, this Stipulation and Recommendation has been signed
by the authorized agents of the undersigned Signatory Parties as of this 10th day of October
2024.

/s/David F. Proano
David F. Proano
On Behalf of Amazon Data Services, Inc.

/s/Michael J. Settineri**
Michael J. Settineri
**On Behalf of Constellation Energy Generation,
LLC and Constellation NewEnergy, Inc.**

/s/Amily A. Imbrogno**
Amily A. Imbrogno
**On Behalf of Ohio Energy Leadership
Council**

/s/Kimberly A. Bojko**
Kimberly A. Bojko
**On Behalf of the Ohio Manufacturers'
Association Energy Group**

/s/Trent A. Dougherty**
Trent A. Dougherty
On Behalf of Enchanted Rock, LLC

/s/Nikhil Vijayka**
Nikhil Vijaykar
On Behalf of the Data Center Coalition

/s/Matthew R. Pritchard**
Matthew R. Pritchard
**On Behalf of the Retail Energy Supply
Association**

/s/Devin D. Parram**
Devin D. Parram
On Behalf of Google LLC

/s/Christopher T. Kennedy**
Christopher T. Kennedy
**On Behalf of Sidecat LLC, an Affiliate of
Meta Platforms, Inc.**

/s/Angela Paul Whitfield**
Angela Paul Whitfield
On Behalf of the Ohio Blockchain Council

/s/James F. Lang**
James F. Lang
On Behalf of Microsoft Corporation

/s/James Dunn**
James Dunn
On Behalf of One Energy Enterprises Inc.

/s/Stacie Cathcart**
Stacie Cathcart
On Behalf of Interstate Gas Supply

**** by signature means by DFP with authority
from counsel of record for Signatory Party**

CERTIFICATE OF SERVICE

I certify that the foregoing was filed electronically through the Docketing Information System of the Public Utilities Commission of Ohio on this 10th day of October, 2024. In accordance with Rule 4901-1-05, Ohio Administrative Code, the PUCO's e-filing system will electronically serve notice of the filing of this document upon the following parties. In addition, I hereby certify that a service copy of the foregoing was sent by, or on behalf of, the undersigned counsel to the following parties of record, via email.

/s David F. Proaño

David F. Proaño (0078838)

Counsel for Amazon Data Services, Inc.

SERVICE LIST

lmkurtz@BKLawfirm.com;
khelfrich@ohioec.org;
jkylercohn@BKLawfirm.com;
lkaleps@ohioec.org;
Stacie.Cathcart@igs.com;
glpetrucci@vorys.com;
Natalia.Messenger@igs.com;
mjsettineri@vorys.com;
dproano@bakerlaw.com;
jreckert@vorys.com;
tathompson@bakerlaw.com;
cynthia.brady@constellation.com;
CPirik@dickinson-wright.com;
jesse.rodriquez@constellation.com;
todonnell@dickinsonwright.com;
mark.hayden@constellation.com;
nvijaykar@keyesfox.com;
slee@spilmanlaw.com;
kennedy@whitt-sturtevant.com;
dparram@brickergraydon.com;
cockrell@whitt-sturtevant.com;
dborchers@brickergraydon.com;
rdove@keglerbrown.com;
john.gomoll@constellation.com;
cgrundmann@spilmanlaw.com;
jlang@calfee.com;
dwilliamson@spilmanlaw.com;

mbarbara@calfee.com;
kherrnstein@brickergraydon.com;
lmcaster@amppartners.org;
trent@hubaydougherty.com;
ghull@amppartners.org;
bojko@carpenterlipps.com;
paul@carpenterlipps.com;
easley@carpenterlipps.com;
rebekah@gloverlegalservices.com;
william.michael@occ.ohio.gov;
John.varanese@occ.ohio.gov;
jdunn@oneenergyllc.com;
ktreadway@oneenergyllc.com;
mwarnock@oneenergyllc.com;
mpritchard@mcneeslaw.com;
stephanie.chmiel@thompsonhine.com;
rmains@brickergraydon.com;
nbobb@keglerbrown.com;
lappaya@brickergraydon.com;
aimbrogno@meyersroman.com;
stnourse@aep.com;
mjschuler@aep.com;
tallexander@beneschlaw.com
khehmeyer@beneschlaw.com
smeng@beneschlaw.com
vanessa.boddy@thompsonhine.com

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10/10/2024 11:20:50 AM

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Case No(s). 24-0508-EL-ATA

Summary: Stipulation Joint Stipulation and Recommendation electronically filed by
Mr. David F. Proano on behalf of Amazon Data Services, Inc..