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October 23, 2024

The Honorable Greta See
The Honorable David Hicks
Isabel Marcelletti
Attorney Examiners
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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. The Signatory Parties request consideration and approval by the Commission. As previously mentioned during the October 17 prehearing conference, the Signatory Parties request a prehearing conference to update the schedule in light of this Stipulation being filed; we request the conference be schedule as soon as practical and recommend either during the afternoon of October 24 or the morning of October 25.

Thank you for your attention to this matter.

Respectfully Submitted,

cc: Parties of Record

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of)
Ohio Power Company for New) **Case No. 24-508-EL-ATA**
Tariffs Related To 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 for consumers’ and others’ benefit all of the issues raised in this proceeding by the Application and supporting testimony filed by Ohio Power Company (“AEP Ohio” or the “Company”) on May 13, 2024 through modifications to that Application.

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), which negotiations were undertaken by the Signatory Parties to settle this proceeding to consumers’ and others’ benefit. All intervenors were invited to discuss and negotiate this Stipulation, and it was openly negotiated among those stakeholders who responded and chose to participate. 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 not for an increase in rates, seeking to establish two new classifications of customers going forward: (1) the Data Center Power Tariff for new data center customers that will use a monthly maximum demand of greater than 25 MW at a single location; and (2) the Mobile Data Center Tariff for new mobile data center customers (e.g., cryptocurrency miners) that will use a monthly maximum demand of greater than 1 MW at a single location;

WHEREAS, twenty parties have been granted intervention in this matter;

WHEREAS, all parties were afforded an opportunity to file comments and reply comments on June 25, 2024 and July 8, 2024, respectively;

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

WHEREAS, on August 29, 2024, fifteen parties filed testimony in response to the Company's Application;

WHEREAS, the Company held ten all-party settlement meetings and countless breakout/individual settlement discussions and phone calls over the course of multiple months;

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

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

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

III. Joint Recommendations of Signatory Parties

A. Tariff Applicability

The Mobile Data Center Tariff will be merged into the Data Center Tariff (“Schedule DCT”) and will apply to any electric service agreement signed after the tariff effective date for a new load (or expansion of an existing load) greater in the aggregate than 25 MW as calculated in this Paragraph III.A. The final version of Schedule DCT being recommended by the Signatory Parties through this Stipulation is attached as Exhibit A; any perceived conflict or ambiguity between the Stipulation terms (modifying the Application) and Exhibit A shall be resolved in favor of the Stipulation terms. Schedule DCT will only apply to Data Center load and Mobile Data Center load and customers eligible under Schedule DCT may only be served under that tariff. As reflected in Exhibit A, the following additional parameters apply (all of which only encompasses Data Center and Mobile Data Center load):

1. “‘Data Center’ means a centralized facility (a) used primarily or exclusively for electronic information services such as the management, storage, processing, and dissemination of electronic data and information through the use of computer systems, servers, networking equipment, and related components that (b) has an

aggregate monthly maximum demand of greater than 25,000 kW. Unless otherwise specified, the term ‘Data Center’ shall include ‘Mobile Data Center.’”

2. “Mobile Data Center” means a centralized facility (a) used primarily or exclusively for electronic information services such as the management, storage, processing, and dissemination of electronic data and information (including mining of cryptocurrency) through the use of computer systems, servers, networking equipment, and related components that (b) has an aggregate monthly maximum demand of greater than 25,000 kW and has load that is portable and/or distributable, including but not limited to structures that are not affixed to the ground or are easily removed from a location.”
3. Loads above 25 MW that have already signed a Letter of Agreement (“LOA”) or Electric Service Agreement (“ESA”) by the effective date of the tariff are “grandfathered”¹ (*i.e.*, Schedule DCT will not apply), so long as the load does not expand by more than 25 MW above contracted capacity under the existing ESA following the effective date of Schedule DCT.
4. Schedule DCT will apply to a grandfathered load that signs a new ESA to expand its load by more than 25 MW above contracted capacity under the existing ESA after the effective date of the tariff. At the customer’s request, AEP Ohio will use reasonable efforts to separately meter the new (non-grandfathered) load to which

¹ All provisions of the term sheet that “grandfather” customers or loads as those concepts relate to the new Schedule DCT being adopted in this case, but that “grandfathered” status is subject to change in the next base distribution case or any other future proceeding. All parties reserve the right to oppose any future tariff change that proposes to alter such “grandfather” status.

Schedule DCT applies but it may not be technically feasible to do so. If it is technically feasible to separately meter, the customer will pay all costs reasonably incurred by AEP Ohio to complete such separate metering. If the load is not separately metered, then the grandfathered load will lose its grandfathering status and become subject to Schedule DCT.

5. All new load of affiliated companies and companies with common ownership will be considered in the aggregate for purposes of calculating the minimum demand charge that will be included for the full term of each ESA for new projects under this tariff (load being served or under a signed contract to be served prior to the effective date of the new tariff is grandfathered). All affiliated projects will be stacked in order of the energization date so the minimum demand matrix can be applied based on multiple ESAs, as applicable. Finally, if there are multiple new (*i.e.*, non-grandfathered) facilities at a Single Location of less than 25 MW (but the aggregate total load is greater than 25 MW), all of those facilities will be subject to Schedule DCT.
6. Schedule DCT customers are not eligible to participate in AEP Ohio's 1CP or 6 CP BPCR Programs or any successor programs (subject to same grandfathering of current participation outlined above for the new tariff).

B. Schedule DCT Contract Term

As reflected in Exhibit A, the initial term of the Contract² will equal the Load Ramp Period (no greater than four years, as described below) plus eight years. The Contract

² Capitalized terms have the same meaning as the defined terms in AEP Ohio's proposed Schedule DCT (Exhibit A), including but not limited to "Data Center" and "Mobile Data Center."

will reflect AEP Ohio's best good faith estimate of the customer's in-service date, 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). If electric infrastructure is not in place to serve the customer by the estimated in-service date, the customer may petition the Commission for an adjustment to the contract term based on the facts and circumstances presented at that time (but the Contract term will otherwise remain the Load Ramp Period plus eight years).

C. Collateral and Other Tariff Requirements

As reflected in Exhibit A, the collateral/credit requirements in the Company's original tariff proposal (Exhibit MSM-1) will remain in place for Data Center and Mobile Data Center load. Although the Mobile Data Center tariff is generally being merged into Schedule DCT, the foreign adversary attestation will be retained from the Application and reflected in Schedule DCT.

D. Minimum Demand Charges

As reflected in Exhibit A, for the new set of Schedule DCT customers, the monthly billing demand will be no less than the greater of: (a) 85% of the customer's highest previously established monthly billing demand during the past 11 months; or (b) a percentage of the customer's Contract Capacity according to the following load "brackets":³

³ Exhibit B to this Stipulation reflects the full schedule of effective minimum demand rates with increasing increments of 1 MW of demand.

Total Customer Contract Capacity in Service Territory	Minimum Demand
25,001 kW to 75,000 kW	15,000 kW plus 85% of marginal amount over 25,000 kW
75,001 kW and above	57,500 kW plus 100% of marginal amount over 75,000 kW; <i>provided, however, that the minimum demand will not exceed 85% of the total contract capacity.</i>

With Commission approval, service may be suspended by AEP Ohio if customer usage exceeds its Contract Capacity by more than 1,000 kW. If additional capacity is available from AEP Ohio to serve additional load at the customer site, the Company may also seek mutual agreement to adjust the Contract Capacity and reserves the right to raise the issue before the Commission if there is no agreement. Nothing in this paragraph affects Paragraph III.I below regarding behind-the-meter generation or is intended to preclude the Company from disconnecting service or curtailing load to a Schedule DCT customer without Commission approval if that disconnection/curtailment activity is done in accordance with Section 26 of the Terms and Conditions of Service in the Company's tariff and Ohio Administrative Code 4901:1-10-16.

E. Load Ramp Period

As reflected in Exhibit A, the Load Ramp Period for a specific customer site will not exceed four years, and the Load Ramp Contract Capacity will be no less than:

In Year 1	50% of Contract Capacity
In Year 2	65% of Contract Capacity
In Year 3	80% of Contract Capacity
In Year 4	90% of Contract Capacity

F. Process for Signing Up for New Schedule DCT Customers

Until Schedule DCT becomes effective and is implemented as described below, prospective data center customers will remain in AEP Ohio's Central Ohio queue, and the moratorium will continue. The following process applies to a new facility or expansion of an existing facility under Schedule DCT:

1. *Step One: Request for Load Study* – Each customer from the Central Ohio data center queue will be given an opportunity to request that AEP Ohio conduct a formal study of their prospective load. The customer must control the property (*e.g.*, own, lease or have an option) and provide a specific location, load ramp, and final load. AEP Ohio will charge a one-time fee for each load study to cover the study cost (*i.e.*, \$10,000-\$100,000 fee schedule commensurate with the scale of load and complexity of the service request). Customers currently in AEP Ohio's Central Ohio data center queue must submit a study request and pay the fee within 45 days of the effective date of Schedule DCT or lose their spot in the queue.
2. *Step Two: AEP Ohio Determines Service Plan* – AEP Ohio will conduct the load study and determine a service plan for each customer in the AEP Ohio Central Ohio queue that timely paid the load study fee. 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). If regional transmission upgrades are necessary before AEP Ohio can serve the customer, AEP Ohio will group customers from the queue into tranches based on the expected capacity increase associated with each regional upgrade

project (after first reserving an allocation of the expected capacity increase to non-DCT manufacturing load as described below). AEP Ohio will make reasonable efforts to prioritize customers on a “first come, first served” basis, but it is acknowledged that 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.

3. *Step Three: Presentation of Customer Contracts* – AEP Ohio will present two contracts to the customer for signature:
 - a. *LOA* – Consistent with AEP Ohio’s current practice, AEP Ohio will provide the customer an LOA that requires the customer to reimburse AEP Ohio for 100% of its buildout costs to serve the customer (including *local* transmission upgrades but excluding *regional* transmission upgrades such as a new 765 kV line) if the customer cancels or delays its project (by more than 12 months) prior to the target energization date; once the project is completed and service is energized to the customer, the LOA obligation covering 100% of the buildout costs will expire. The LOA will also require the customer to sign a CIAC agreement in accordance with the normal tariff and rule provisions. The CIAC agreement will be signed closer to the in-service date when final CIAC costs are known.
 - b. *ESA* – AEP Ohio will present the customer an ESA (called a “Contract” in the tariff) according to the terms of the Schedule DCT. The ESA will

include a good faith estimate of the energization date of service, and the contract term will run from that date.

4. *Step Four: Customer Signature* – The customer will have 60 days to sign the LOA and ESA presented by AEP Ohio. If the customer declines to sign within this time, the contracts will be automatically withdrawn. If the customer’s decision not to sign the LOA and ESA leaves available capacity for AEP Ohio to serve additional customer(s) in the queue more quickly, AEP Ohio will provide a new or revised ESA to those customer(s) that reflects this earlier in-service date (which customers will also be required to sign within 60 days).
5. *Step Five: Construction and Energization* – AEP Ohio will include the Schedule DCT customer’s load in its PJM forecast, and the necessary transmission infrastructure, if any, 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 Contract will begin. Nothing in this Stipulation changes AEP Ohio’s load forecast and planning process: AEP Ohio continually strives to update its retail load growth forecast for inclusion of future load growth, including residential, commercial and industrial load growth. With this plan for addressing the Central Ohio queue for data center load in place, AEP Ohio fully anticipates being able to timely meet the increasing demands of its customers going forward.

G. Assigning Retail Capacity to Another Customer

If a customer (“Assigning Customer”) wishes to reduce its Contract Capacity under Schedule DCT during the term of the Contract, it may request that AEP Ohio assign up to

25% of its Contract Capacity (“Reallocated Capacity”) to another Schedule DCT customer (“Receiving Customer”) in lieu of paying some or all of its exit fee associated with the Reallocated Capacity (some of the exit fee if only a portion of the unused capacity is successfully assigned or all of the exit fee for that 25% if all of the unused capacity is assigned but the customer continues to utilize the remaining portion under its contract). If a successful assignment is made, the Assigning Customer would be relieved of its contractual obligations going forward relating to the Reallocated Capacity and shall continue to be responsible for any remaining unused contract capacity. Moreover, the Assigning Customer cannot sign up for replacement capacity until a reasonable period after assigning capacity passes or circumstances demonstrably change. Consistent with any applicable legal or regulatory requirements, AEP Ohio will make a good faith effort to accommodate this request so long as all the following conditions are met:

1. The Receiving Customer signs an ESA for the Reallocated Capacity under Schedule DCT, as follows:
 - a. If the Reallocated Capacity will be used to build a new Data Center that does not currently have an ESA, the Receiving Customer will sign a new ESA under Schedule DCT with Contract Capacity equal to or greater than the Reallocated Capacity.
 - b. If the Reallocated Capacity will be added to a Data Center for which AEP Ohio and the Receiving Customer have already signed an ESA, the ESA will be amended to increase the Contract Capacity by no less than the amount of the Reallocated Capacity. This will constitute an “expansion” of “current contract capacity” under the “Availability of

Service” section of Schedule DCT, and therefore the amended ESA will be subject to Schedule DCT.

2. AEP Ohio determines that the transfer is electrically feasible, from the perspective of the transmission and distribution grid, to transfer the Reallocated Capacity from the Assigning Customer to the Receiving Customer.
3. The Receiving Customer pays for all equipment and any other incremental costs required to transfer the Reallocated Capacity.
4. The Receiving Customer satisfies all collateral requirements under Schedule DCT.
5. Transferring the Reallocated Capacity would not result in any stranded investment being recovered from other ratepayers (or, if it would, the Assigning Customer pays for the full cost of the stranded equipment so that the stranded asset is offset on AEP Ohio’s accounting records and would no longer be recovered from other ratepayers).
6. Both parties attest in writing to AEP Ohio that no money or other compensation beyond covering the cost items listed above in this paragraph is exchanged or provided as consideration for the Reallocated Capacity (*i.e.*, there will be no secondary market for AEP Ohio’s transmission capacity). The Company will monitor the assignment requests and consult with Staff on any transactions that appear to involve additional compensation between the parties; the Company reserves the right to deny or cancel any assignment based on a false attestation or discovery of such additional compensation.

H. Opportunity for Contract Capacity Reduction

To explore potential solutions to alleviating transmission constraints, AEP Ohio shall communicate a one-time opportunity to General Service customers whose contract demand exceeds 25 MW the opportunity to reduce their existing Contract Capacity provided: (1) doing so does not create a stranded asset related to plant-in-service that was installed to serve the customer's larger load request, and (2) the customer agrees not to request additional capacity at that location for three years after the reduction absent a demonstrated change in circumstances.

I. Behind-the-Meter Generation

As reflected in Exhibit A, the first sentence under the "Customer-Owned Generation and Emergency Conditions" heading shall be modified and read as follows: "Consistent with Ohio Administrative Code Chapter 4901:1-22, Schedule DCT Customers shall enter into an interconnection agreement between the Company and the Customer in advance of connecting any source of power other than the delivery point specified in the Contract." As further reflected in Exhibit A, Schedule DCT clarifies that if the customer elects to use its behind-the-meter generation to offset the customer's Contract Capacity (either in initially establishing service or in the context of a subsequent load expansion or behind-the-meter generation expansion at the same site, as reflected in a new or updated Contract Capacity), the following requirements will apply. In order to ensure that the Customer's election to net does not result in it exceeding its Contract Capacity, equipment must be in place and maintained through the term of the Electric Service Agreement to instantaneously curtail load equal to or greater than the behind-the-meter generation output, subject to the then-current technical requirements of the transmission provider. If

the equipment fails and results in the customer exceeding its contract capacity, the Customer will be obligated to promptly repair and successfully test the equipment. If the equipment fails and results in the customer exceeding its contract capacity, the Company reserves the right to raise before the Commission any unresolved reliability or safety concerns based on the facts and circumstances presented at that time. Nothing in this paragraph is intended to restrict or limit Ohio's energy policy of fostering behind-the-meter generation. Nothing in this paragraph affects AEP Ohio's right to disconnect or curtail load in accordance with Section 26 of the Terms and Conditions of Service in the Company's tariff and Ohio Administrative Code 4901:1-10-16.

J. Exit Fees

The proposal for exit fees in the Application shall be adopted, with the following modifications:

1. Data centers will be eligible to pay the applicable exit fee after the completion of the fifth year of the contract, *excluding* any load ramp period (*e.g.* if there is a 3-year load ramp, the customer may exit after year 8).
2. Because the new tariff is focused on the retail impacts of major transmission investment, and to avoid any over-recovery of transmission costs by AEP Ohio, AEP Ohio will create a regulatory liability, with carrying costs at AEP Ohio's Weighted Average Cost of Capital, for any exit fee revenue or any revenue collected from customer collateral. Within 6 months of receiving such exit fee revenue (including through the conversion of collateral/security), AEP Ohio will advance a proposal for Commission approval to flow the funds back

to the benefit of its retail customers over the remaining term of the contract of the data center customer that paid the exit fee or posted the collateral.⁴

K. Standard Service Offer (“SSO”) Supply for Schedule DCT Customers

AEP Ohio’s SSO proposal in its Application will be dismissed without prejudice, and AEP Ohio reserves the right to file an application in a separate docket for the Commission’s consideration of the SSO issues presented. All parties reserve all rights with respect to any such separate application.

IV. Procedural Matters

A. The Company and Staff will file testimony in support of the Stipulation pursuant to the procedural schedule established by the Commission.

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 other 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

⁴ All Parties reserve their right to contest the Company’s future application and/or advance an alternative proposal for the Commission’s consideration at that time.

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. Moreover, all parties reserve all positions, rights and remedies regarding matters not resolved by this Stipulation that are either beyond the scope of this proceeding or beyond the scope of the Commission's jurisdiction. 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 Settlement 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 Settlement. 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 Settlement 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 Settlement 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 Settlement are successful, then some or all of the Signatory Parties shall submit the amended Settlement 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.

IN WITNESS WHEREOF, this Stipulation and Recommendation has been signed by the authorized agents of the undersigned Signatory Parties as of this 23rd day of October 2024.

/s/ Steven T. Nourse
Steven T. Nourse
Michael J. Schuler
On Behalf of Ohio Power Company

/s/ Ambrosia E. Wilson by STN per authority
Ambrosia E. Wilson
**On Behalf of the Staff of the Public
Utilities Commission of Ohio**

/s/ Michael L. Kurtz, by STN per authority

Michael L. Kurtz

Jody Kyler Cohn

On Behalf of the Ohio Energy Group

/s/ William Michael, by STN per authority

William Michael

**On Behalf of the Office of the Ohio
Consumers' Counsel**

/s/ Carrie H. Grundmann, by STN per authority

Carrie H. Grundmann

On Behalf of Walmart Inc.

/s/ Robert Dove, by STN per authority

Robert Dove

**On Behalf of the Ohio Partners For
Affordable Energy**

EXHIBIT A

OHIO POWER COMPANY

Original Sheet No. ###-1

P.U.C.O. NO. 21

Schedule DCT
(Data Center Tariff)

Definitions

For purposes of this schedule:

“Contract” means the service agreement entered into by the customer and the Company in accordance with this schedule.

“Contract Capacity” means the mutually agreed amount of monthly peak load requirements for each month during the remaining term after the Load Ramp Period as set forth in the contract for service, whereby the Company agrees to provide all of the components of retail electric service (which could include either default SSO supply or access to CRES provider supply of generation service) subject to the terms and conditions in its tariffs and the customer agrees to purchase service at that level for the stated term of the contract under the same terms and conditions.”

“Data Center” means a centralized facility (a) used primarily or exclusively for electronic information services such as the management, storage, processing, and dissemination of electronic data and information through the use of computer systems, servers, networking equipment, and related components that (b) has an aggregate monthly maximum demand of greater than 25,000 kW. Unless otherwise specified, the term “Data Center” shall include “Mobile Data Center.”

“Mobile Data Center” means a centralized facility (a) used primarily or exclusively for electronic information services such as the management, storage, processing, and dissemination of electronic data and information (including mining of cryptocurrency) through the use of computer systems, servers, networking equipment, and related components that (b) has an aggregate monthly maximum demand of greater than 25,000 kW and has load that is portable and/or distributable, including but not limited to structures that are not affixed to the ground or are easily removed from a location.

“Single Location” refers to an area that is owned, operated, or leased by the Data Center customer with the metering point for the customer’s metering point. A contiguous lot (or lots) to the area with the customer’s metering point may be considered the customer’s premises regardless of easements, public thoroughfares, transportation rights-of-way, or utility rights-of-way, so long as it would not create an unsafe or hazardous condition.

“Load Ramp Contract Capacity” means the mutually agreed monthly peak load requirements associated with the Load Ramp Period. The Load Ramp Contract Capacity shall not be less than:

- In Year 1, 50% of Contract Capacity.
- In Year 2, 65% of Contract Capacity.
- In Year 3, 80% of Contract Capacity.
- In Year 4, 90% of Contract Capacity.

Filed pursuant to Order dated _____, 2024 in Case No. 24-508-EL-ATA

Issued: _____

Effective: _____

Issued By
Marc Reitter, President
AEP Ohio

OHIO POWER COMPANY

Original Sheet No. ###-2

P.U.C.O. NO. 21

Schedule DCT
(Data Center Tariff)

“Load Ramp Period” refers to the time of commencement of service until the customer reaches full contract capacity, which shall not exceed four years.

“Existing Load” means Data Center load for which a letter of agreement or electric service agreement has already been signed by the effective date of Schedule DCT.

“New Load” means Data Center load for which a letter of agreement or electric service agreement has not been signed before the effective date of Schedule DCT.

Availability of Service

Service pursuant to this schedule is available for general service to customers that operate a Data Center that will use, within the initial contract term, a monthly maximum demand of greater than 25,000 kW at a Single Location or an aggregated Total Customer Contract Capacity in Service Territory of greater than 25,000 kW as described below. Customers qualifying for this schedule that execute an electric service agreement with the Company or expand their current contracted capacity after the effective date of this tariff are required to take service under this schedule and will not be permitted to take service under other general service tariffs.

Schedule DCT does not apply to Existing Load above 25,000 kW that has already signed a letter of agreement or electric service agreement by the effective date of Schedule DCT, so long as the Existing Load does not expand by more than 25,000 kW above the contracted capacity under the existing electric service agreement following the effective date of Schedule DCT. Schedule DCT will apply to an Existing Load that signs a new electric service agreement to expand its Existing Load by more than 25,000 kW of New Load above the contract capacity under the existing electric service agreement after the effective date of Schedule DCT. At the customer’s request, AEP Ohio will use reasonable efforts to separately meter the New Load to which Schedule DCT applies, but it may not be technically feasible to do so. If it is technically feasible to separately meter, the customer will pay all costs reasonably incurred by AEP Ohio to complete such separate metering. If the load is not separately metered, then the Existing Load will lose its Existing Load status and become subject to Schedule DCT.

If the customer facility operates one or more Data Centers with a monthly maximum demand of greater than 25,000 kW and has non-Data Center load (that would otherwise be billed under the General Service or other applicable Schedule) at a Single Location, Schedule DCT will apply to all electric distribution service to that customer, provided, however, that the customer shall have the option of separately metering its Data Center and non-Data Center loads (if technically feasible) and paying for those loads through separate customer accounts. In such situation, the customer shall be responsible for all metering and other costs necessary to separate its load into separate customer accounts.

The terms and conditions of service under this this schedule shall apply upon a request for service by an eligible customer but service to customers under this schedule will not commence until the Company has sufficient capacity to meet the contractual load requirements.

With Commission approval, service to a Schedule DCT customer may be suspended by AEP Ohio if customer usage exceeds its Contract Capacity by more than 1,000 kW. If the Company determines that additional capacity is available

Filed pursuant to Order dated _____, 2024 in Case No. 24-508-EL-ATA

Issued: _____

Effective: _____

Issued By
Marc Reitter, President
AEP Ohio

OHIO POWER COMPANY

Original Sheet No. ###-3

P.U.C.O. NO. 21

Schedule DCT
(Data Center Tariff)

from AEP Ohio to serve additional load at the customer site, the Company may also seek mutual agreement to adjust the Contract Capacity and reserves the right to raise the issue before the Commission if there is no agreement.

Monthly Rate

Schedule Code	Service Voltage	Distribution Demand Charge (\$/kW)	Excess Reactive Demand (\$/kVA)	Customer Charge (\$)
###	Secondary	\$7.01	\$1.25	\$9.40
###	Primary			
	Ohio Power Rate Zone	\$6.46	\$1.21	\$138.50
	Columbus Southern Power Rate Zone	\$6.17	\$1.21	\$138.50

Schedule Code	Service Voltage	Distribution Demand Charge (\$/kW)	Excess Reactive Demand* (\$/kVAR)	Customer Charge (\$)
###	Transmission	--	\$0.70	\$3,600

*For each kVAR of reactive demand, leading or lagging, in excess of 50% of the kW metered demand.

Minimum Charges

The minimum monthly charge under this schedule shall be the sum of the customer charge, the product of the distribution demand charge and the monthly distribution billing demand, and all Commission-approved riders shown on Sheet Number 104-1.

Monthly Billing Demand

Billing demand in kW shall be taken each month as the single highest 30-minute integrated peak in kW as registered during the month by a 30-minute integrating demand meter or indicator, or at the Company's option, as the highest registration of a thermal-type demand meter. The customer will have no more than the Load Ramp Period to reach full contract capacity, during which time monthly billing demand shall not be less than 85% of the customer's Load Ramp Contract Capacity. After the Load Ramp Period, monthly billing demand established hereunder shall not be less than the greater of (a) 85% of the customer's highest previously established monthly billing demand during the past 11 months or (b) the customer's "Minimum Demand" as set forth below:

Total Customer Contract Capacity in Service Territory	Minimum Demand
---	----------------

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Marc Reitter, President
AEP Ohio

OHIO POWER COMPANY

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Schedule DCT
(Data Center Tariff)

25,001 kW to 75,000 kW	15,000 kW plus 85% of marginal amount over 25,000 kW
75,001 kW and above	57,500 kW plus 100% of marginal amount over 75,000 kW; provided, however, that the minimum demand will not exceed 85% of the total contract capacity.

All New Loads of affiliated companies and companies with common ownership greater than 25,000 kW will be considered in the aggregate for purposes of determining the "Total Customer Contract Capacity in Service Territory" and calculating the "Minimum Demand" in the chart above that will be included for the full term of each Contract for New Load under this Schedule DCT. Existing Load will not be considered as part of the "Total Customer Contract Capacity in Service Territory." All affiliated New Load will be stacked in order of the energization date so the Minimum Demand can be applied based on multiple Contracts, as applicable. If there are multiple New Loads at a Single Location of less than 25,000 kW (but the aggregate total load is greater than 25,000 kW), all of those New Loads will be subject to Schedule DCT.

Unless otherwise mutually agreed by the Company and the customer, the customer shall be billed under the provisions of this tariff using the Contract Capacity during all months of the initial term of contract should the customer fail to energize service. The monthly billing demand defined hereunder shall apply for purposes of billing under all applicable riders, regardless of any conflicting provision in the rider.

Delayed Payment Charge

Bills are due and payable in full by mail, checkless payment plan, electronic payment plan or at an authorized payment agent of the Company within 21 days after the mailing of the bill. On all accounts not paid by the due date, an additional charge of 2.5% of the unpaid balance will be due.

Applicable Riders

Monthly Charges computed under this schedule shall be adjusted in accordance with the Commission-approved riders on Sheet Number 104-1 that apply to Demand Metered commercial and industrial service. Nothing in this tariff excepts eligible customers from other riders or applicable tariffs.

Generation Service

Customers receiving service under this schedule may select competitive service from a CRES Provider or Standard Offer Service. The Company requires that Company-owned metering be installed to monitor the customer's load.

Transmission Service

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Customers receiving service under this schedule shall pay the charges established for Demand Metered Service under the Basic Transmission Cost Rider ("BTCR"). New Loads receiving service under this schedule are not eligible to participate in the 1CP or 6CP BTCR Programs or any successor programs.

Terms of Contract

Contracts under the Schedule shall be made for an initial period of not less than the Load Ramp Period plus 8 years. By way of example, the initial period of a Contract for a Data Center with a 4-year Load Ramp Period will be 12 years. If electric infrastructure is not in place to serve the customer by the Contract's estimated in-service date, the customer may petition the Commission for an adjustment to the contract term based on the facts and circumstances presented at that time (but will otherwise remain the Load Ramp Period plus 8 years).

After the initial term, Contracts shall remain in effect unless terminated by either party by providing written notice to the other party no later than three (3) years prior to the requested date of termination. After the initial term, either party may request a modification to the Contract Capacity by providing written notice to the other party no later than three (3) years prior to the requested modification date. During the initial term of the Contract, the customer will be financially responsible to pay the minimum charges regardless of the customer choosing to curtail, reduce, suspend, or terminate service. If after completion of the fifth year of the Contract after the Load Ramp Period the customer chooses to pay an exit fee equal to minimum charges for 36 months after notice of termination, the customer can thereafter terminate the contract. By way of example, a customer with a 3-year Load Ramp Period may pay the exit fee and terminate the contract only after Year 8 of the Contract.

The customer shall agree with the Company in advance its Load Ramp Contract Capacity and a final Contract Capacity value to be used for the remaining initial term of the contract. A new contract will be required for any load additions in excess of 100 kW.

The Company shall not be required to supply capacity in excess of the Contract Capacity except by mutual agreement.

Nothing in this Schedule limits the requirement that a customer sign a Letter of Agreement for network and customer-specific investment prior to energization or Contribution in Aid of Construction agreement for customer-specific investment.

To sign a contract under this Schedule, the customer must designate a specific site at which its Data Center project will be constructed and served by the Company, and the customer must own or have the exclusive right to use the land for this purpose.

Collateral Requirement

The customer, if not having both (a) a credit rating of at least A- from S&P Global Inc. ("S&P") and A3 from Moody's Corporation ("Moody's") and (b) cash and cash equivalents on an audited balance sheet prepared in accordance with Generally Accepted Accounting Principles ("GAAP") ("Liquidity") greater than ten times the Collateral Requirement, must provide a guarantee or collateral at the time of signing the contract equal to 50% of the total minimum charges for the full

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term of the contract ("Collateral Requirement"), calculated based on AEP Ohio's rates in effect at the time the Collateral Requirement is provided. The Collateral Requirement must be provided in one or more of the following forms:

1. A guarantee from the ultimate parent or a corporate affiliate of the customer for the full Collateral Requirement, so long as the guarantor has both (a) a credit rating of at least A- from S&P and A3 from Moody's and (b) Liquidity greater than ten times the Collateral Requirement; or
2. A standby irrevocable letter of credit ("Letter of Credit") for the full Collateral Requirement. The Letter of Credit must be issued by a U.S. bank or the U.S. branch of a foreign bank, which is not affiliated with the customer or its guarantor, with a Credit Rating of at least A- from S&P and A3 from Moody's. Such security must be issued for a minimum term of 360 days. The customer must cause the renewal or extension of the security for additional consecutive terms of 360 days or more no later than 30 days prior to each expiration date of the security. If the security is not renewed or extended as required herein, the Company will have the right to draw immediately upon the Letter of Credit and be entitled to hold the amounts so drawn as security. The Letter of Credit must be in a format acceptable to and approved by the Company.
3. Cash for the full Collateral Requirement.

The amount of the Collateral Requirement will be reduced by one year's minimum charges for each year the customer is energized and makes on-time electric service payments under the contract.

If the financial condition of the customer or guarantor changes – or market conditions (including ownership/structural changes) change – over the term of the contract, the Company may request updated information to reevaluate the customer and its collateral requirements, which may be adjusted accordingly.

Customer-Owned Generation and Emergency Conditions

Consistent with Ohio Administrative Code Chapter 4901:1-22, Schedule DCT Customers shall enter into an interconnection agreement between the Company and the Customer in advance of connecting any source of power other than the delivery point specified in the Contract. Emergency or backup generation that is not designed to operate in parallel with the Company's system is not subject to the additional requirements in this section.

With Commission approval, service to any customer using behind-the-meter generation to serve some or all of its demand that elects not to offset its Contract Capacity with output from its behind-the-meter generation may be suspended by AEP Ohio if customer usage exceeds its Contract Capacity by more than 1,000 kW.

If the customer elects to use its behind-the-meter generation to offset the customer's Contract Capacity (either in initially establishing service or in the context of a subsequent load expansion or behind-the-meter generation expansion at the same site, as reflected in a new or updated Contract Capacity), the following requirements will apply. In order to ensure that the Customer's election to net does not result in it exceeding its Contract Capacity, equipment must be in place and maintained through the term of the Electric Service Agreement to instantaneously curtail load equal to or greater than the behind-the-meter generation output, subject to the then-current technical requirements of the transmission provider. If

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the equipment fails and results in the customer exceeding its Contract Capacity, the Company reserves the right to raise before the Commission any unresolved reliability or safety concerns based on the facts and circumstances presented at that time.

Nothing in this paragraph affects AEP Ohio's right to disconnect or curtail load in accordance with Section 26 of the Terms and Conditions of Service in the Company's tariff and Ohio Administrative Code 4901:1-10-16.

Special Terms and Conditions

This schedule is subject to the Company's Terms and Conditions of Service.

Customers served under this tariff agree to written attestation as part of its Contract that the customer will follow all applicable technical operating requirements, such as not intentionally or unintentionally cycling load in a way that creates an imbalanced or unacceptable system frequency, and other requirements that will be maintained and periodically updated for the safety of the larger system. Upon detection of any activities outside of the technical requirements, the Company has the right to disconnect.

With Commission approval, service may be suspended by AEP Ohio to a customer under Schedule DCT (including a customer with behind-the-meter generation that has elected not to net its Contract Capacity) if the customer usage exceeds its Contract Capacity by more than 1,000 kW. If additional capacity is available at the customer site, the Company may also seek mutual agreement to adjust the Contract Capacity and reserves the right to raise the issue before the Commission if there is no resolution. Nothing in this paragraph affects the provision above regarding behind-the-meter generation or is intended to preclude the Company from disconnecting service or curtailing load to a Schedule DCT customer without Commission approval in accordance with Section 26 of the Terms and Conditions of Service in the Company's tariff and Ohio Administrative Code 4901:1-10-16.

Prior to receiving service, Mobile Data Center customers will be required to provide a sworn statement, under penalty of perjury, that neither the customer nor its corporate parent or affiliates are affiliated with or acting on behalf of any foreign adversary as defined in 15 C.F.R. § 7.4. If AEP Ohio has a good faith belief that a Mobile Data Center customer has provided false information in response to this requirement, AEP Ohio has the right to immediately disconnect service to the Mobile Data Center permanently or until adequate proof is shown to satisfy AEP Ohio that the Mobile Data Center customer meets this requirement.

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AEP Ohio

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EXHIBIT B

Exhibit B

Total Contract Cap. (MW)	Min. Demand (MW)	Percentage
25	15.00	60.00%
26	15.85	60.96%
27	16.70	61.85%
28	17.55	62.68%
29	18.40	63.45%
30	19.25	64.17%
31	20.10	64.84%
32	20.95	65.47%
33	21.80	66.06%
34	22.65	66.62%
35	23.50	67.14%
36	24.35	67.64%
37	25.20	68.11%
38	26.05	68.55%
39	26.90	68.97%
40	27.75	69.38%
41	28.60	69.76%
42	29.45	70.12%
43	30.30	70.47%
44	31.15	70.80%
45	32.00	71.11%
46	32.85	71.41%
47	33.70	71.70%
48	34.55	71.98%
49	35.40	72.24%
50	36.25	72.50%
51	37.10	72.75%
52	37.95	72.98%
53	38.80	73.21%
54	39.65	73.43%
55	40.50	73.64%
56	41.35	73.84%
57	42.20	74.04%
58	43.05	74.22%
59	43.90	74.41%
60	44.75	74.58%
61	45.60	74.75%
62	46.45	74.92%
63	47.30	75.08%
64	48.15	75.23%
65	49.00	75.38%
66	49.85	75.53%
67	50.70	75.67%
68	51.55	75.81%

Total Contract Cap. (MW)	Min. Demand (MW)	Percentage
69	52.40	75.94%
70	53.25	76.07%
71	54.10	76.20%
72	54.95	76.32%
73	55.80	76.44%
74	56.65	76.55%
75	57.50	76.67%
76	58.50	76.97%
77	59.50	77.27%
78	60.50	77.56%
79	61.50	77.85%
80	62.50	78.13%
81	63.50	78.40%
82	64.50	78.66%
83	65.50	78.92%
84	66.50	79.17%
85	67.50	79.41%
86	68.50	79.65%
87	69.50	79.89%
88	70.50	80.11%
89	71.50	80.34%
90	72.50	80.56%
91	73.50	80.77%
92	74.50	80.98%
93	75.50	81.18%
94	76.50	81.38%
95	77.50	81.58%
96	78.50	81.77%
97	79.50	81.96%
98	80.50	82.14%
99	81.50	82.32%
100	82.50	82.50%
101	83.50	82.67%
102	84.50	82.84%
103	85.50	83.01%
104	86.50	83.17%
105	87.50	83.33%
106	88.50	83.49%
107	89.50	83.64%
108	90.50	83.80%
109	91.50	83.94%
110	92.50	84.09%
111	93.50	84.23%
112	94.50	84.38%

Exhibit B

Total Contract Cap. (MW)	Min. Demand (MW)	Percentage
113	95.50	84.51%
114	96.50	84.65%
115	97.50	84.78%
116	98.50	84.91%
117	99.45	85.00%
117+	85.00%	

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

Summary: Stipulation Joint Stipulation and Recommendation for the Commission's consideration in resolving this case. electronically filed by Mr. Steven T. Nourse on behalf of Ohio Power Company.