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BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Ohio Power Company for Approval of a Reasonable Arrangement Under R.C. 4905.31 and OAC Chapter 4901:1-38	))))	Case No. 24-734-EL-AEC

JOINT APPLICATION OF OHIO POWER COMPANY AND INTEL CORPORATION FOR A REASONABLE ARRANGEMENT UNDER R.C. 4905.31 AND OAC CHAPTER 4901:1-38

I. Introduction

Ohio Power Company ("AEP Ohio" or "Company") and Intel Corporation ("Intel" or "Customer"), collectively "Joint Applicants" or "Parties", seek approval from the Public Utilities Commission of Ohio ("Commission") for a reasonable arrangement under Ohio Revised Code ("R.C.") Section 4905.31 and Chapter 4901:1-38 of the Ohio Administrative Code ("OAC") to support two new, state-of-the-art semiconductor manufacturing facilities and other operations in Licking County, Ohio (the "Facility").

On January 21, 2022, Ohio Governor Mike DeWine announced that Intel would be making the "largest single private sector company investment in Ohio history" by constructing two semiconductor manufacturing facilities in Licking County, Ohio at total cost of over $20 billion.[1] As described in the press release, the manufacturing facilities (known in the industry as "fabs") are expected to generate more than 20,000 jobs in the state, including 3,000 direct Intel jobs with a total projected annual payroll of $405,000,000, 7,000 construction jobs over the course of the build, and over ten thousand additional indirect and support jobs including

[1] Press Release, JobsOhio, Governor DeWine Announces Monumental Investment by Intel to Bring Their Most Advanced Semiconductor Manufacturing Plants to Ohio (Jan. 21, 2022), https://www.jobsohio.com/news-press/intel-chooses-ohio-for-chip-manufacturing.

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Technician ____ Date Processed 7.19.24

contracted positions, electricians, engineers, and jobs in restaurants, healthcare, housing, entertainment and more.[2] Intel hosted a ceremonial groundbreaking in Licking County on September 9, 2022 attended by President Joe Biden, Governor Mike DeWine, and dozens of members of the U.S. Congress and Ohio General Assembly.

Joint Applicants submit this request for a reasonable arrangement under R.C. 4905.31 and OAC Chapter 4901:1-38 –a "reasonable arrangement" under the Commission's recent amendments 4901:1-38-05(b)[3] – to support Intel's historic investment in Ohio. As described below and in the attached affidavit by Intel supporting this Application (*see* Attachment A), Intel's new manufacturing facilities have unique electrical needs in terms of both the size of the load and the power quality needed to operate highly technical and sensitive semiconductor manufacturing equipment. In addition to the fabs, the Facility will include other operations which will provide synergies to the manufacturing, such as office space, air separation machines, water recycling facility, and data centers at the site or on nearby land. The total electric supply available to serve the Facility will be 500 MW for semiconductor manufacturing and other operations that enhance the semiconductor manufacturing development. The proposed arrangement will allow AEP Ohio to meet those needs through an economical solution that will promote Intel's continued investment in Ohio and demonstrate that Ohio is open for business for high-tech manufacturers.

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[2] *Id.*[3] *See* Finding & Order, Attachment A, *In re Comm'n Review of the Rules in Ohio Adm. Code 4901:1-38*, Case No. 22-867-EL-ORD (Nov. 16, 2022), adopted and effective June 20, 2023.

[3] *See* Finding & Order, Attachment A, *In re Comm'n Review of the Rules in Ohio Adm. Code 4901:1-38*, Case No. 22-867-EL-ORD (Nov. 16, 2022), adopted and effective June 20, 2023.

Specifically, Joint Applicants seek approval of a reasonable arrangement that consists of five primary components[4]:

a. Run for a term commencing the first month after this Joint Application is approved and ending 240 months after Intel commences operations with service through the Green Chapel Station (defined below), (such total duration, the "Term");

b. At no cost to Intel, AEP Ohio will separately meter and bill third-parties designated by Intel using a portion of the 500 MW based on the same rates, rate schedules, term and conditions being proposed in this Joint Application. This portion of the 500 MW can include third-parties located on the Intel property, adjacent to the property or nearby, provided that: (i) the load will be served through the Green Chapel Station, or otherwise agreed to by the Parties (ii) physical space is available in the Station for the required service connections and (iii) either the third-party or Intel pays for the incremental cost of building out to serve that customer;

c. Allow Intel to be charged under AEP Ohio's applicable Schedule GS (General Service) Demand Metered Transmission throughout the Term. Customer contract capacity (reserved capacity) shall be designated (increased or decreased) annually by Intel (at least twelve months in advance of the applicable year), not to exceed 500 MW, subject to any system engineering constraints. Capacity designations may be more frequent than annually with the agreement of both Joint Applicants.

[4] Although the proposal is briefly summarized here, the detailed provisions in the body of the Application define the proposal and are controlling.

d. Provide that Intel will file with the Commission annual reports with Intel's annual investment until Intel's investment in the fabs exceeds $20 billion; and

e. Provide that AEP Ohio will recover the capital and related costs of building a customized distribution station and related equipment to serve Intel through the Distribution Investment Rider ("DIR") outside of the existing annual revenue caps. The estimated cost of the customized distribution station and related equipment is $95.1 million.

II. Background About Intel and Its Ohio Investment.

A. Intel Is a World-Leading Semiconductor Manufacturer Committed to Investment in the United States.

Intel designs and manufactures advanced semiconductors used in a wide range of applications, such as PCs, laptops, servers, tablets, smartphones, automobiles, automated factory systems, and medical devices. Intel is the largest U.S.-owned semiconductor manufacturer and is the only leading-edge U.S. semiconductor company that both designs and fabricates its own semiconductor products. Intel currently employs approximately 57,000 people across the United States and directly contributed $25.9 billion to the U.S. GDP in 2019. Intel is committed to continuing to develop semiconductor manufacturing capacity in the United States. Unlike many technology companies, Intel's intellectual property still resides here in the United States.[5]

Intel has a long-standing commitment to sustainability and continually strives to minimize its impact on the environment. The fabs will be designed and constructed with green building principles, and will have a goal to be powered by 100% renewable electricity and to

[5] Intel Corporation, Intel's Impacts on the U.S. Economy (Apr. 19, 2021), http://download.intel.com/newsroom/2021/corporate/intel-impact-us-economy.pdf.

achieve net positive water use and zero total waste to landfill in support of Intel's 2030 sustainability goals.

B. Intel Plans to Construct State-of-the-Art Semiconductor Manufacturing Facilities in Licking County.

The facilities that Intel plans to build in Licking County represent the first leading-edge semiconductor site in the Midwest. The fabs will span nearly 1,000 acres in Licking County. As described in an Intel's publication titled "What Does It Take to Build a Fab?,"[6] the typically 70-foot-tall structure includes 1,200 multimillion-dollar tools and 1,500 pieces of utility equipment. Every hour, every day of the year, each fab produces millions of computer chips. A fab is a four-floor structure. The heart of each fab is the *clean room level*, where Intel's workers take pizza-size silicon wafers and turn them into hundreds of computer chips, each not much bigger than a fingernail. The three other levels of the fab support the clean room. The top floor, called the *fan deck*, houses systems that keep the air in the clean room particle-free and precisely maintained at the right temperature and humidity for production. The floor below the clean room level, called the *subfab level*, contains thousands of pumps, transformers, power cabinets, and other systems that support the clean room. The lowest level, called the *utility level*, is the site of electrical panels that support the fabs as well as large utility pipes and ductwork and chiller and compressor systems.[7]

C. Intel May Construct Additional Semiconductor Manufacturing Facilities or other Facilities at the Licking County Site or Nearby.

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[6] Intel Corporation, "What Does It Take to Build a Fab?," https://download.intel.com/newsroom/2022/manufacturing/fab-final-static.pdf.

[7] *Id.*

The two fabs that Intel will initially construct represent Phase One of Intel's investment at the new Licking County site. Intel may build additional fabs at the Licking County site based on developing market conditions, including future demand for semiconductors and manufacturing costs. Intel may, directly, or by enabling a third party, construct other facilities on or nearby the Facility for its use or for the use by third parties working with Intel.

In addition to the fabs, the Facility will include other operations which will provide synergies to the manufacturing, such as office space, air separation machines, water recycling facility, and data centers at the site or on nearby land. The total electric supply available to serve the Facility will be 500 MW for semiconductor manufacturing and other operations that enhance the semiconductor manufacturing development.

At no cost to Intel, AEP Ohio will separately meter and bill third-parties designated by Intel using a portion of the 500 MW based on the same rates, rate schedules, terms and conditions being proposed in this Joint Application. This portion of the 500 MW can include third-parties located on the Intel property, adjacent to the property or nearby, provided that: (i) the load will be served through the Green Chapel Station or otherwise agreed to by the Parties, (ii) physical space is available in the Station for the required service connections and (iii) either the third-party or Intel pays for the incremental cost of building out to serve that customer.

D. Intel's Ohio Manufacturing Facilities Will Advance U.S. Efforts to Onshore Semiconductor Production.

Intel's Ohio fabs are part of a larger nationwide effort to manufacture more semiconductors in America. The semiconductors that Intel will produce in the fabs are crucial components of many types of products, including cars, computers and smartphones, medical equipment, and military defense systems. Approximately 80% of semiconductors are currently

produced in Asia. Over-reliance on one region for such a vast share of this economically and strategically important product creates national security risks, and a recent shortage of semiconductors harmed more than 300 downstream economic sectors and put 26 million jobs at risk.[8] Developing semiconductor manufacturing facilities in the United States will help to mitigate these national security risks and bring more dependability and resiliency to the global supply chain.

E. Intel's Ohio Manufacturing Facilities Are a Leap Forward for Developing High-Tech Jobs in Ohio and the Silicon Heartland.

Regionally, Intel's Ohio investment is a key step in the development of the "*Silicon Heartland*," in which Ohio and regional partners are promoting high-tech manufacturing here in the Midwest. To support the *Silicon Heartland*, Intel plans to invest $50 million toward partnerships with Ohio educational institutions to build a pipeline of talent and bolster research programs in Ohio.[9] In its first phase of funding, Intel has awarded $17.7 million for eight proposals from leading institutions and collaborators in Ohio to develop semiconductor-focused education and workforce programs. Among other things, this funding will support over 2,300 scholarships and educate 9,000 students to develop a skilled talent pipeline for the *Silicon Heartland*.[10]

F. Intel's Ohio Manufacturing Facilities Will Bring Immense Benefits to Ohio's Economy.

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[8] JobsOhio, Intel Breaks Ground in Ohio, https://www.jobsohio.com/intel-in-ohio.

[9] Intel Corporation, Fact Sheet: Intel Semiconductor Education and Research Program for Ohio, Fact Sheet: (intel.com).

[10] Intel Corporation, Intel Breaks Ground in the Silicon Heartland (Sept. 9, 2022), https://www.intel.com/content/www/us/en/newsroom/news/intel-breaks-ground-in-the-silicon-heartland.html.

The economic impact of Intel's planned investment on Ohio's economy is profound. As noted above, the fabs will directly support more than 20,000 jobs in the state, including approximately 3,000 direct Intel jobs generating an annual payroll of $405,000,000 (plus benefits), 7,000 construction jobs over the course of the build, and over ten thousand additional indirect and support jobs including contracted positions, electricians, engineers, and jobs in restaurants, healthcare, housing, entertainment and more.[11]

These economic benefits are supported by an economic impact study commissioned by JobsOhio that modeled Intel's Ohio investment using IMPLAN, a rigorous and widely used methodology for estimating regional economic impact.[12] (*See* Attachment B.) This study found that, during construction, the fabs will support $2.57 billion of economic activity and $668 million of gross state product in Ohio annually, as well as $446 million of annual labor income, which will sustain 4,574 Ohio households annually. Once the fabs reach operational capacity, they will support $6.45 billion of economic activity and $2.79 billion of gross state product on an annual basis. The project will also support $1.90 billion of labor income, which will sustain 15,689 Ohio households annually. (*Id.*)

G. The State of Ohio and the City of New Albany Have Shown Their Support for Intel's Investment Through Significant Economic Incentives.

Intel's decision to locate its new manufacturing facility in Ohio was the culmination of "many months of intense collaboration" between Intel and numerous Ohio stakeholders, including among others the State of Ohio; the City of New Albany; Ohio's congressional

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[11] Press Release, JobsOhio, Governor DeWine Announces Monumental Investment by Intel to Bring Their Most Advanced Semiconductor Manufacturing Plants to Ohio (Jan. 21, 2022), https://www.jobsohio.com/news-press/intel-chooses-ohio-for-chip-manufacturing.

[12] Silverlode Consulting, Economic Impact Analysis (2022).

delegation; JobsOhio, Ohio's legislatively created private economic development organization; and many other stakeholders.[13] The cost of electricity and the electric infrastructure were important considerations in Intel's decision to come to Ohio. Intel's investment is receiving several tax abatements or credits, jobs programs, or other incentives representing support from the local level and state level, including a Job Creation Tax Credit from the Ohio Tax Credit Authority, grants from JobsOhio and the Ohio Department of Development, and a Community Reinvestment Area Agreement with the City of New Albany.[14] The State of Ohio is also providing significant funding for road, water, and wastewater infrastructure improvements around the site.

On the federal level, Intel applied for funding under the recently enacted CHIPS and Science Act, Pub. L 117-167, 136 Stat. 1366 (2022) ("CHIPS Act"). The CHIPS Act appropriated over $52.7 billion in federal funding to support development of semiconductor manufacturing facilities, and also included an Investment Tax Credit (ITC) for 25% of qualified investments in advanced manufacturing facilities. In March 2024, Intel and the U.S. Department of Commerce announced a preliminary memorandum of terms (PMT) providing up to $8.5 billion in direct funding from the CHIPS Act to Intel to support projects in Ohio, Arizona, New Mexico, and Oregon.

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[13] Press Release, JobsOhio, President and CEO J.P. Nauseef Regarding JobsOhio's Planned Incentives for Intel (Jan. 28, 2022), https://www.jobsohio.com/news-press/statement-from-jobsohio-president-and-ceo-j-p-nauseef-regarding-jobsohios-planned-incentives-for-intel.

[14] *Id.*; *see also* Ohio Job Creation Tax Credit Authority, Minutes for September 26, 2022 Meeting, https://development.ohio.gov/static/about/taxcreditminutes/09262022-TCA-Meeting-Minutes.pdf; Paul Comstock, *New Albany City Council Approves 30-Year, 100% Tax Abatement for Intel Plant*, Columbus Dispatch, June 22, 2022, https://www.dispatch.com/story/news/local/communities/new-albany/2022/06/22/new-albany-ohio-30-year-100-percent-tax-abatements-intel/7700919001/.

III. AEP Ohio Has Developed a Service Plan to Meet Intel's Unique and Intensive Electric Service Needs.

A. Meeting Intel's Electric Service Needs Is Challenging and of Vital Importance to the Success of Intel's Ohio Investment.

Sufficient, reliable, and competitively priced electric service is an indispensable part of Intel's Facility in Ohio. The quality and price of the local electric service was a key component of Ohio's offerings. Manufacturing semiconductors is a precise and technical process. An event on the electric grid – such as an outage or a voltage deviation – can shut down the operations of a semiconductor facility and cause costly production losses. Meeting these unique electric service needs is vital to Intel's success in operating the new Facility.

Meeting the electric service needs of the new fabs is challenging given the size of the load being developed on greenfield property. During this Phase One (two fabs and other operations), the total available electric supply to serve the Facility will be 500 MW, subject to any system engineering constraints. During the period leading up to the full operation of the two fabs, if the load used for other operations together with the increasing amount of power needed to supply the fabs would lead to a total demand exceeding 500 MW, Intel will be obligated to reduce that other operations load to preserve the capacity needed as the fabs become fully operational; this reduction may be achieved by curtailing the load, developing behind-the-meter generation or through another solution but under no circumstance shall AEP Ohio be obligated under this reasonable arrangement to provide capacity exceeding 500 MW.

This considerable load is being constructed in the middle of what is currently farmland located several miles from AEP Ohio's transmission network. Any future development or increase of capacity requirements by Intel and AEP Ohio's obligations to provide service to the Facility beyond 500 MW is anticipated to be addressed in a separate reasonable arrangement or tariffed service. Specifically, any future expansion or development phase of the project is

beyond the scope of the current Application and will either be served under approved tariffs or be addressed through a separate proposal under R.C. 4905.31 based on the facts and circumstances that exist at that time.

B. AEP Ohio Will Extend Its Transmission Network and Build a New Distribution Station Designed to Serve the Unique Needs of the New Intel Facilities.

During the construction of the fabs, AEP Ohio is providing temporary service through 34 kV distribution lines pursuant to AEP Ohio's existing tariff provisions. The temporary service will require the construction of a temporary skid station. This temporary service is sufficient for the construction load, which is significantly smaller than the load of the completed facilities.

To serve the demand and power quality requirements of the fabs once they are fully constructed and begin operations, AEP Ohio plans to build a new station, the *Green Chapel Station*, which will be connected to AEP Ohio's existing 138kV transmission network. The Green Chapel Station will be located on land contiguous with the new Intel facilities. AEP Ohio will construct two new double-circuit transmission lines totaling 4.7 miles using the AEP-developed Breakthrough Overhead Line Design ("BOLD"), which allows greater power delivering capacity and a more attractive design. This new transmission line will connect AEP Ohio's existing transmission network to the new Green Chapel Station. AEP Ohio began planning to meet the new load at the Facility in 2021. These investments – the 138kV line extension and other transmission facilities at the Green Chapel Station – are FERC-jurisdictional investments that are not within the scope of this Application.

From an Ohio-jurisdictional distribution perspective, AEP Ohio will construct a customized distribution station designed to meet Intel's unique needs including up to six transformers (138kV, 225MVA) at the Green Chapel Station to reduce voltage to 34kV, which is the voltage at which AEP Ohio will provide service to Intel. AEP Ohio will also install other

equipment, including breakers, reactors, and meters. A key aspect of the distribution station design is the inclusion of special circuit breakers needed to address Intel's unique service quality needs (estimated at $740,000), which Intel will pay for through a CIAC charge, as referenced below. The total estimated cost of AEP Ohio's distribution investment is $95.1 million, and AEP Ohio currently expects the construction to be complete by April 2025.

IV. The Commission Should Approve the Proposed Rate Arrangement.

A. Chapter 4901:1-38 Permits Special Rate Arrangements.

Under Chapter 4901:1-38 of the Ohio Administrative Code, an electric utility may apply to the Commission for, a "reasonable arrangement," OAC 4901:1-38-05.[15] Regardless of its name, all arrangements under Chapter 4901:1-38 share the same purpose:

> [T]o facilitate the state's effectiveness in the global economy, to promote job growth and retention in the state, to ensure the availability of reasonably priced electric service, to promote energy efficiency and to provide a means of giving appropriate incentives to technologies that can adapt successfully to environmental mandates in furtherance of the policy of the state of Ohio embodied in section 4928.02 of the Revised Code.

OAC 4901:1-38-02. Additionally, all arrangements under OAC Chapter 4901:1-38 must satisfy two basic touchstones: (1) the arrangement must be "reasonable" and "in the public interest," and (2) the arrangement must not violate the prohibitions on discrimination in R.C. 4905.33 and R.C. 4905.35.[16]

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[15] All information and arguments provided in this Application support a "reasonable arrangement" under the current rules. To the extent necessary to approve this Application, AEP Ohio requests a waiver of any applicable rules under OAC 4901:1-38-02(B).

[16] *See* OAC 4901:1-38-05(A)(1) ("An electric utility filing an application for commission approval of a reasonable arrangement with one or more of its customers, consumers, or employees bears the burden of proof that the proposed arrangement is reasonable and does not violate the provisions of sections 4905.33 and 4905.35 of the Revised Code . . . .").

Intel is a mercantile customer pursuant to R.C. 4928.01(A)(19) and O.A.C. 4901:1-38-01(F). AEP Ohio is a public utility as defined in R.C. 4905.02 and is the electric distribution utility serving the Intel facility.

B. Joint Applicants Propose a Multipart Rate Arrangement to Address Intel's Electric Service Needs in a Cost-Effective and Nationally Competitive Manner.

AEP Ohio proposes an arrangement under Chapter 4901:1-38 that upon approval would implement certain terms related to infrastructure costs and upon the commencement of service through the Green Chapel Station would start a 240-month term related to electric rates. (The proposed arrangement does not cover AEP Ohio's temporary service to the site for construction, which is being billed pursuant to AEP Ohio's existing tariffs.)

The proposed arrangement will establish that Intel will be charged under AEP Ohio's transmission-voltage rate schedules, as those rates may change from time-to-time based on Commission approval, over a 240-month term. Specifically, although AEP Ohio plans to serve Intel at 34kV, which is primary voltage, the proposed arrangement will provide that AEP Ohio will charge Intel pursuant to the applicable transmission service rate schedule as if AEP Ohio were serving Intel at 138 kV and Intel had built its own distribution station to receive and meter power at transmission voltage. This central feature of the proposed reasonable arrangement helps align Intel's electric rate structure with other incentives offered by the State of Ohio that fund other infrastructure supporting the project. During the 20-year Term, the Facility will be billed under AEP Ohio's Schedule GS (General Service) Demand Metered Transmission or successor tariff and, absent a Commission directive, the Facility shall not be migrated to a different tariff without the consent of Intel. Customer contract capacity (reserved capacity) shall be designated (increased or decreased) annually by Intel (at least twelve months in advance of the applicable year), not to exceed 500 MW. Capacity designations may be made more frequent

than annually with the agreement of both Joint Applicants. Within 60 days of receiving the annual load designation, AEP Ohio will identify any system engineering constraints that prevent AEP Ohio from serving the requested load and will simultaneously indicate what the maximum available capacity will be for the applicable year. In order to ensure the desired contract capacity, Intel may be required to temporarily waive spare transformer availability.

Pursuant to the existing terms of Schedule GS, Demand Metered Transmission, Intel would pay a $3,600 per month customer charge, an excess reactive demand charge, and all applicable riders, including the Basic Transmission Cost Rider, the KWH Tax Rider, and the Universal Service Fund Rider. Under Section 10 of the Terms and Conditions of AEP Ohio's current tariff, nonresidential customers such as Intel are normally responsible for 40% of the total cost of line extensions necessary to serve the customer. Under the proposed reasonable arrangement, Intel will pay the incremental CIAC of installing special circuit breakers needed to address Intel's unique service quality needs (estimated at $740,000) but will not be required to pay CIAC for AEP Ohio's construction of any other facilities needed to serve Intel.[17]

The proposed arrangement will require Intel to file with the Commission an annual report, during the Term, until Intel's investment in the fabs has exceeded $20 billion. Additional terms included in the proposed arrangement (attached as Attachment C) are that during the Term, Intel may at its discretion, receive service from a competitive retail electric service supplier, as well as avail itself of additional arrangements or opportunities that may become available.

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[17] To the extent that any additional component of the unique Green Chapel station is considered customer-requested work, premium service or CIAC not paid by Intel, AEP Ohio requests that the associated cost would be recovered through the DIR as part of the overall station costs and any applicable waiver be granted under OAC 4901:1-9-01(B) and/or the Company's Tariff Terms and Conditions.

The Customer will have the right to terminate the reasonable arrangement prior to the end of the Term if it has already invested $20 billion or more into the Facility. If it has not yet invested at that level and terminates early, the Customer will pay an exit fee equal to the lesser of the then-current net book value of the Green Chapel Station plant in service or $94.5 million (the projected value of the station less the Customer's CIAC payment). If that happens, the Company shall credit such payment against the net book value of the plant in service.

Finally, as a condition for AEP Ohio supporting the reasonable arrangement, the Company would utilize its existing DIR mechanism to recover the costs associated with its construction of the substation facilities (currently estimated to be $95.1 million).[18] Consistent with Paragraph III.H.23 of the approved Stipulation in Case Nos. 23-23-EL-SSO *et al.*, investments supporting a reasonable arrangement can be approved by the Commission for recovery under the DIR above the annual revenue caps that otherwise apply to the DIR. Specifically, all capital investment for the service plan described above will be recovered through the DIR; AEP Ohio would recover the associated return on rate base, property tax, and depreciation expense as with any other investment included in the DIR, except that the annual revenue caps would not apply to the service plan investment recovery.[19] In the next base rate case, these capital costs would be moved to the rate base component of AEP Ohio's base distribution rates. Because these investments are not related to overall system reliability or the

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[18] This cost is an estimate. Final installation costs will be determined upon completion of the project.

[19] If for whatever reason the Commission is not inclined to grant recovery of the entire Green Chapel station capital investment through the DIR above the annual revenue caps or if the DIR recovery is otherwise no longer available for whatever reason, AEP Ohio alternatively requests: (a) recovery of delta revenue through the Economic Development Rider of the difference between the transmission voltage rates being charged to Intel under this proposal and otherwise applicable primary voltage rates, or (b) deferral of the full weighted average carrying charges, including a return on equity, associated with the Green Chapel station capital investment and related facilities until such time as new distribution rates are effective and the entire prudently incurred capital investment associated with the Green Chapel station is prospectively recovered through base rates.

purpose of the annual DIR revenue caps, it is reasonable and appropriate that its capital investment for the Intel project be deemed incremental to – and not subject to – current and future annual revenue caps on DIR recovery that would otherwise generally apply.

C. The Proposed Arrangement Is Reasonable, in the Public Interest, and Not Discriminatory.

The Commission should find that the proposed arrangement is reasonable and in the public interest. Intel's business is acutely electric energy intensive and has a distinct energy profile. During Phase One (two fabs and other operations), the total available electric supply to serve the Facility will be 500 MW. Intel's manufacturing facilities also present unique power quality needs that require installation of equipment to stabilize voltage, power factor, and harmonics. Meeting these needs is a vital part of attracting Intel and potentially other high-tech investment to the *Silicon Heartland*. Meeting Intel's electric requirements through the reasonable rate terms embodied in the proposed arrangement is especially important given that Intel will also be considering whether to implement later phases of Ohio investment and building additional fabs at its Licking County site.

The proposed arrangement supports the clear state policy of encouraging the development of high-tech manufacturing in Ohio and encouraging Intel, in particular, to locate its new facilities in Licking County. By approving the proposed arrangement, the Commission adds its voice to the chorus of federal, state, and local policymakers recognizing that the new Intel facilities are vital not only for their profound economic benefits but also for the serious national security and supply chain concerns that are addressed through the onshoring of semiconductor manufacturing. There is no question that the proposed arrangement supports a

facility that, among other things, "facilitate[s] the state's effectiveness in the global economy" and "promote[s] job growth and retention in the state." OAC 4901:1-38-02.

Lastly, the proposed arrangement in no way violates the prohibitions on discriminatory rates in R.C. 4905.33 and R.C. 4905.35. As mentioned numerous times, Intel's investment is *sui generis* – it is the largest single private investment in the State's history and will be among the largest semiconductor manufacturing facilities in the country. There is no other comparable customer of AEP Ohio and therefore no possibility of discrimination.

Respectfully submitted,

/s/ Steven T. Nourse
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Counsel for Intel Corporation

ATTACHMENT A – SUPPORTING AFFIDAVIT BY INTEL

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Ohio Power Company for Approval of a Reasonable Rate Arrangement Under R.C. 4905.31 OAC Chapter 4901:1-38	))))	Case No. 24-734-EL-AEC

AFFIDAVIT OF JAMES EVERS

I, James Evers, being first duly sworn, state as follows based on my personal knowledge and belief, as of the date hereof:

1. I am above the age of eighteen and competent to make this Affidavit.

2. I am employed by Intel Corporation ("Intel") as Vice President, Ohio Site Manufacturing and Operations Manager. My job responsibilities include the successful startup and ramp of Intel Ohio, including serving as general manager of all aspects of the development of Intel's new semiconductor manufacturing facilities in Licking County, Ohio. I am authorized by Intel to make the statements in this Affidavit, and my statements are based on my personal knowledge.

3. I am providing this Affidavit in support of the above-captioned Application of Ohio Power Company for Approval of a Reasonable Rate Arrangement Under R.C. 4905.31 and OAC Chapter 4901:1-38 ("Application").

4. Intel plans to construct two semiconductor manufacturing facilities and other operations in Licking County, Ohio at total estimated cost of at least $20 billion. This project will lead to approximately 7,000 construction jobs over the course of the build, and has been projected to reach approximately 3,000 jobs with an anticipated annual payroll of $405,000,000.

5. Additionally, Intel plans to invest approximately $50 million toward partnerships with Ohio educational institutions to build a pipeline of talent and bolster research programs in Ohio. In its first phase of funding, Intel has granted $17.7 million for eight proposals from leading institutions and collaborators in Ohio to develop semiconductor-focused education and workforce programs. Among other things, this funding will support over 2,300 scholarship and educate 9,000 students to develop a skilled talent pipeline for the Silicon Heartland.

6. The Intel project has received or expects to receive federal, state, and local incentives as described in Section II.G. of the Application.

7. The remainder of the information presented in the Application with respect to Intel is true and accurate to the best of my knowledge and belief.

FURTHER AFFIANT SAYETH NAUGHT.

Executed this 18 day of July, 2024.

JAMES EVERS

STATE OF Ohio

COUNTY OF Franklin

Sworn to me and subscribed in my presence this 18th day of July, 2024.
This is a jurat certificate. An oath of affirmation was administered to the signer with regard to this notarial act.

NOTARY PUBLIC STATE OF OHIO

STEVEN T. NOURSE, Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Section 147.03 R.C.

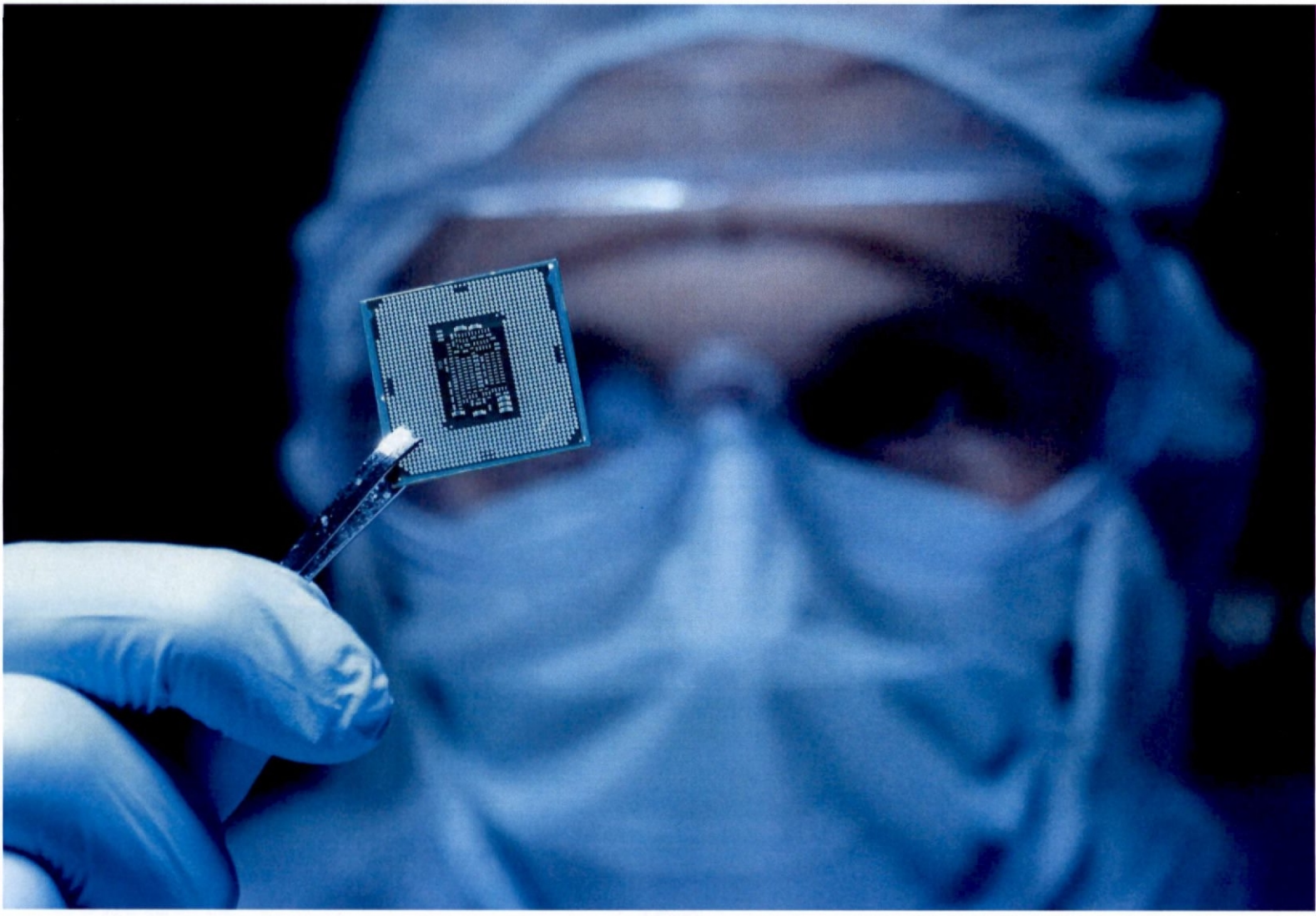
Notary Public
My Commission Expires:

ATTACHMENT B –JOBSOHIO ECONOMIC IMPACT STUDY

Economic Impact Analysis

Confidential JobsOhio Project

2022



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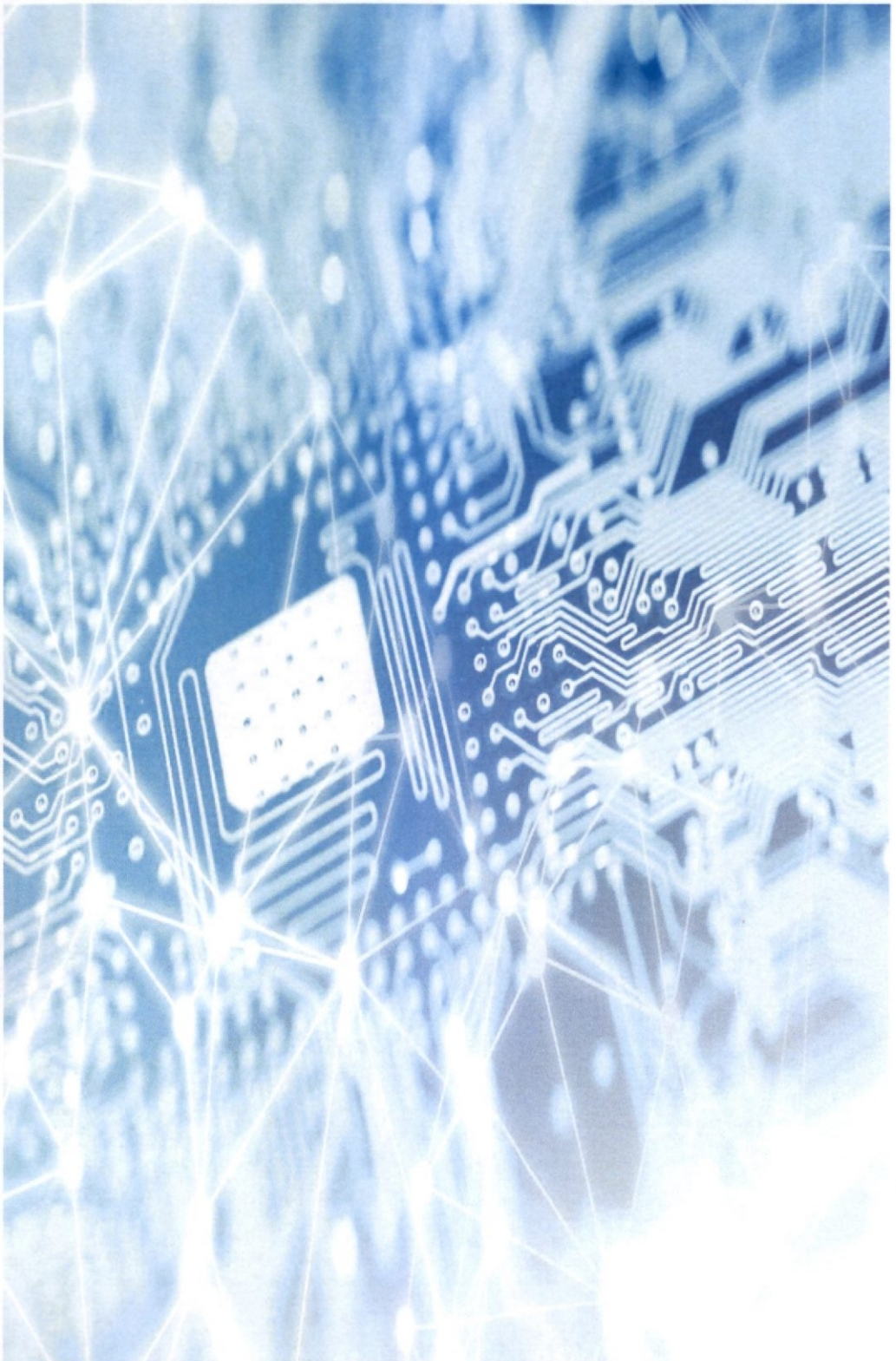
A GBX Group Company



Introduction

Silverlode Consulting was engaged by JobsOhio to estimate the economic and fiscal impacts of a proposed new manufacturing facility in Licking County (the "Project") by a leading global semiconductor manufacturer (the "Company").

Construction of the Project is expected to begin in 2022 and be completed in 2028. The Company is expected to begin operations at the site during construction and achieve full operations in 2028. The analyses that follow estimate the economic impacts in the State of Ohio resulting from the construction of the Project and from the Project's operations in 2028, when the Project has achieved full operational capacity.

IMPLAN, one of the most widely used and accepted methodologies for estimating regional economic impacts, was used to complete the analyses. 2019 IMPLAN data, the most current data available at the time, was used for this study.

Based upon information provided by the Company, JobsOhio provided the high-level budgetary, staffing, and timeline estimates upon which these analyses are based. Due to the relatively limited information available, reasonable estimates were made, where necessary, using the best information available at the time of this report. According to JobsOhio, the Project is similar to another Company campus in a different region of the U.S. Where possible, the development of this existing campus was benchmarked to help anticipate how the development of the Project might occur.

Due to its scale and unique nature, the Project would transform the economies of the state of Ohio. Because of the Project's transformative nature and the relatively limited information available about the Project, the analyses that follow represent estimates of the order of magnitude of the economic impact of the Project, rather than precise predictions or estimates.

Project Overview

The Company proposes to develop a campus of approximately 1,000-acres for a new manufacturing facility in Licking County. The Project would be the first large-scale semiconductor manufacturing facility in the Midwest. The Project is expected to manufacture semiconductors utilizing the most modern manufacturing tools and techniques available. The Project is expected to involve manufacturing techniques such as photolithography etching at the microscopic scale and use the latest generation extreme ultraviolet machines to create circuits smaller than the diameter of a human hair. This highly specialized equipment is massive and can require dozens of shipping containers, trucks, and several aircraft to transport.

The Project would involve capital expenditures of approximately $20 billion between 2022 and 2028, the creation of approximately 3,000 permanent operating jobs paying an average of $135,000 per person annually, and likely the creation of thousands of on-site contractor and nearby supplier positions. Approximately $8 billion of the $20 billion capital investment would be invested in the construction of new facilities, with the remaining $12 billion invested in equipment.

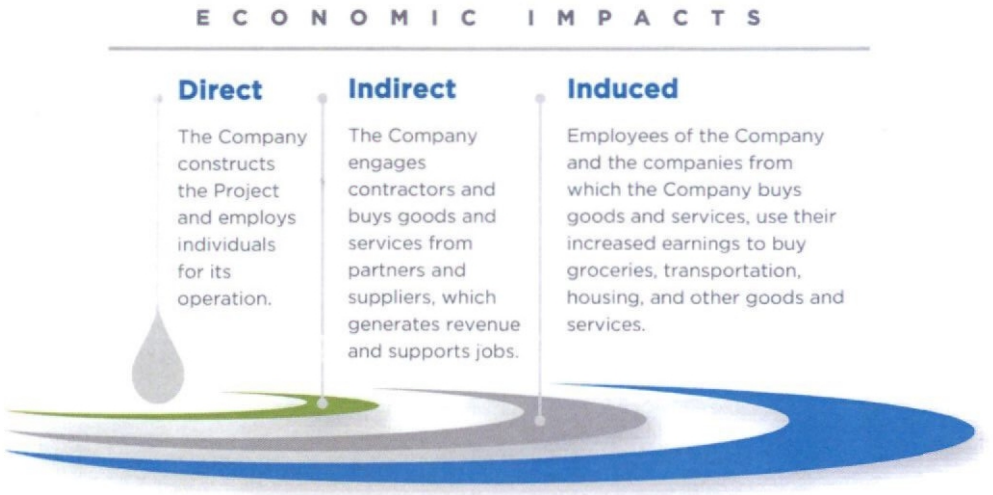
- First large-scale semiconductor manufacturing facility in the Midwest.
- $20 billion capital investment.
- An average of 1,700 construction workers involved in the construction of the Project from 2022 to 2028.
- Potential to attract many new suppliers and thousands of supplier jobs to Ohio in industries that do not currently exist or have only a modest presence in the state.
- 3,000 new, permanent operating jobs and likely thousands of new on-site contractor and nearby supplier jobs to be created.

Economic Impact Analysis Overview

Economic and fiscal impacts can be divided into three component parts, which are referred to as Direct, Indirect, and Induced and are described below.

- **Direct** — Activity attributable to the construction and operations of the Project (employees, associated payroll, construction investments, etc.).
- **Indirect** — The economic activity of the entities that provide goods and services to the Project, such as contractors, suppliers, and service providers.
- **Induced** — Economic activity arising from employee (both Direct and Indirect) household spending.

Economic events, such as the Project, can be thought of as creating "ripples" of economic activity throughout the region being analyzed. The graphic below describes this ripple activity.



Economic Impacts

Average Annual Construction Period Impacts 2022 - 2028

On average, in each year of the construction period, construction of the Project is estimated to support $2.57 billion of economic activity and $668 million of gross state product in the State of Ohio.

The Project's construction activity would also support 6,804 jobs and $446 million of annual labor income, including benefits, during this timeframe. These jobs and associated earnings would sustain 4,574 Ohio households during the construction period.

$2.57 billion
economic output

$668 million
gross state product

6,804
jobs

$446 million
labor income

4,574
households supported

Annual Operating Impacts 2028

The Project is estimated to support $6.45 billion of annual economic activity and $2.79 billion of gross state product in the State of Ohio through its ongoing operations in 2028, when the Project reaches operational capacity.

Project operations would also support 23,335 Ohio jobs and $1.90 billion of labor income, including benefits. These jobs and associated earnings would sustain 15,689 Ohio households.

$6.45 billion
economic output

$2.79 billion
gross state product

23,335
jobs

$1.90 billion
labor income

15,689
households supported

Average Annual Construction Period Impacts

	Direct	Indirect	Induced	Total
Economic Output ($ millions)	$ 1,564	$ 685	$ 325	$ 2,574
Gross State Product ($ millions)	$ 145	$ 335	$ 188	$ 668
Jobs	1,724	3,140	1,940	6,804
Labor Income ($ millions)	$ 125	$ 221	$ 99	$ 446
Households Supported	1,159	2,111	1,304	4,574

2028 Annual Operating Impacts

	Direct	Indirect	Induced	Total
Economic Output ($ millions)	$ 2,332	$ 2,903	$ 1,219	$ 6,454
Gross State Product ($ millions)	$ 675	$ 1,413	$ 702	$ 2,790
Jobs	3,000	12,980	7,355	23,335
Labor Income ($ millions)	$ 506	$ 1,028	$ 366	$ 1,901
Households Supported	2,017	8,727	4,945	15,689

Notes and Key Assumptions

Study Limitations

The semiconductor manufacturing industry in Ohio is currently small, with much of the industry supply chain located outside the state. Development of the Project would quickly change that, bringing thousands of Company and supplier jobs and billions of dollars of economic activity to the state in just a few short years. The scale of the Project is enormous by any measure, particularly for Licking County.

As a result of the massive and structural changes the Project would have on the state's economy, these analyses should be viewed as order of magnitude estimates, versus accurate predictions. Further, due to the limitations of IMPLAN and input-output modeling generally, as well as the lack of information about certain aspects of the Project, some economic impacts of the Project are not well accounted for in these analyses. For example, the scale and speed of the project is expected to broadly and quickly raise property values and wage levels in the region, which IMPLAN modeling does not fully account for.

Similarly, the Project would bring a tremendous number of visitors (suppliers, customers, etc.) and a tremendous amount of associated visitor spending to the state. Due to a lack of information about this visitor activity, the spending associated with it and resulting economic impact is not accounted for.

Finally, the Project would attract positive attention to the state as a favorable place to do business, which would certainly attract other companies and economic activity to the state. This activity and the resulting economic impacts associated with it cannot be reasonably estimated.

On-site Contractors

As is the case with the Company's operations at other facilities, the Project would likely result in the creation of thousands of on-site contractor jobs. These contractors are expected to perform both technical (e.g., laboratory, engineering, etc.) and non-technical functions (e.g., security, facility maintenance, food service, etc.). On-site contractor jobs, labor income, output, and other metrics are reflected in the Indirect effects in these analyses.

Construction

The Construction impacts in this report represent average annual estimates for the construction period. Construction jobs would typically be estimated by IMPLAN based upon estimated construction spending. However, based upon the construction of similar facilities elsewhere in the U.S., the Company estimated the construction labor over the construction period. As such, the Direct Jobs estimates in these analyses reflect this actual Company experience rather than IMPLAN estimates.

The construction of the Project will require the use of highly specialized materials and construction methods that are quite different from the typical commercial construction methods in use in the state, which affects the accuracy of the construction impact estimates.

The Project is also expected to result in the attraction of suppliers and other affiliate companies to the state. Construction impacts assume the amount of this nearby construction would be similar to what has occurred at other Company facilities. This additional construction activity is reflected in the Indirect construction impacts.

Equipment

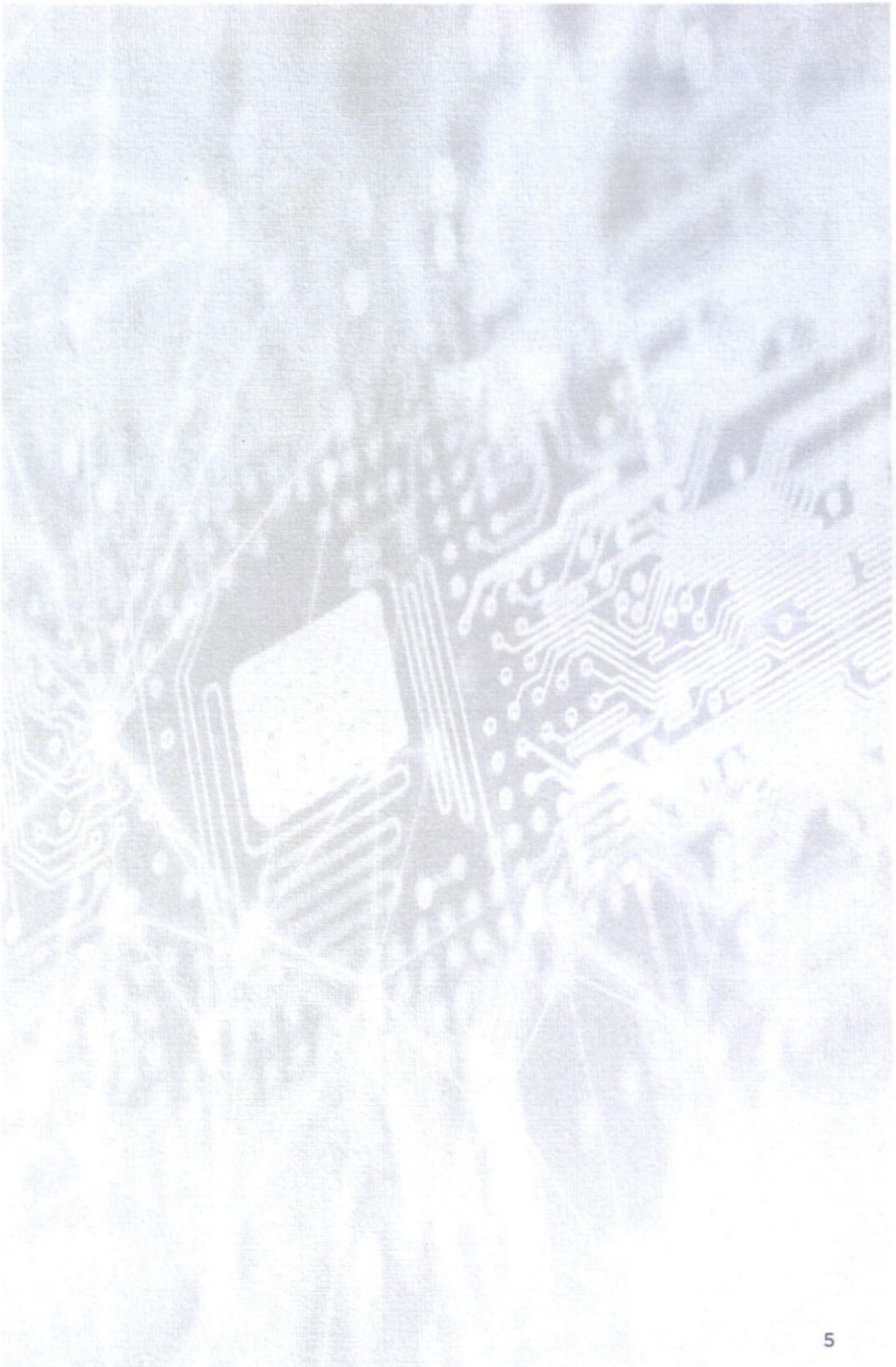
Approximately 40% of Company capital expenditures are expected to be invested in the construction of new Company buildings and supporting facilities and approximately 60% are expected to be invested in capital equipment.

These analyses reflect the estimated economic impact of the construction of new Company buildings and facilities and the installation of new capital equipment. The Project is expected to attract numerous equipment suppliers; however, the extent of equipment purchasing in Ohio cannot be reasonably estimated and its impact is not reflected in these analyses.

It is expected that the installation of Project equipment would result in significant economic activity in Ohio and these analyses assume this activity represents 10% of Company investments in equipment

Inflation

JobsOhio provided estimates of average Company per-employee earnings and total capital investments in 2021 dollars. A 2% inflation rate was assumed for these analyses to inflate these and other key monetary items.



About IMPLAN

Portions of this analysis were completed using the IMPLAN (IMpact Analysis for PLANning) economic impact modeling system. IMPLAN is an input-output model that was originally developed by the U.S. Forest Service in the 1970s and is one of the most respected and widely used approaches to regional economic impact analysis. IMPLAN is used by more than 1,000 universities, government agencies, and consultants to estimate the economic and fiscal impacts of investments and/or changes in one or more industries.

Data underlying the IMPLAN model is partially derived from industry surveys conducted periodically by the U.S. Bureau of Economic Analysis (BEA), as well as other sources.

About Silverlode Consulting

Silverlode Consulting was founded in 2002 by two leaders of EY's and PwC's consulting practices. As a national leader in the field of economic impact analysis, we have helped hundreds of organizations, ranging from non-profit arts groups to multi-national corporations, to measure their impacts on their communities and communicate those impacts to their stakeholders. By meticulously estimating and effectively communicating the direct, indirect, and induced jobs, earnings, taxes and other impacts of projects, the presence of an organization, or an investment in a community, our work has helped clients to gain approvals, secure funding, and positively shift public opinion. More information about our firm and our work in economic impact analysis can be found on our website www.silverlodeconsulting.com.

ATTACHMENT C

PROPOSED REASONABLE ARRANGEMENT[1]

CONTRACT FOR REASONABLE ARRANGEMENT AND ELECTRIC SERVICE

THIS CONTRACT FOR REASONABLE ARRANGEMENT AND ELECTRIC SERVICE (the "Contract") is entered into by and between Ohio Power Company, its successors and assigns (the "Company" or "AEP Ohio"), and Intel Corporation, its permitted successors and assigns (the "Customer" or "Intel"), and is effective as set forth below (the "Effective Date").

WITNESSETH

WHEREAS, AEP Ohio is a regulated public utility subject to the authority of the Public Utilities Commission of Ohio ("PUCO" or "Commission"); and

WHEREAS, under Section 4905.31 of the Ohio Revised Code, a utility and a customer may enter into any financial device practicable or advantageous to the Parties (defined herein) interested, including a device to recover costs incurred, such as revenues foregone, in conjunction with any economic development program of the utility; and

WHEREAS, under Section 4901:1-38-05 of the Ohio Administrative Code ("OAC") and Section 4905.31 of the Ohio Revised Code, the Commission has authority to approve a reasonable arrangement between a utility and a customer; and

WHEREAS, the Company currently provides temporary electric service to the Customer at the Customer's manufacturing facility and other operations being developed in New Albany, Licking County, Ohio, (the "Facility"); and

WHEREAS, Customer is investing in the Facility and its employees to construct a state-of-the-art manufacturing operation and the total electric supply available to serve the Facility is 500 MW; and

WHEREAS, Customer plans to develop its semiconductor manufacturing and other operations on an integrated basis, including the possibility of third party operators located at or nearby the Facility; and

WHEREAS, on July 19, 2024, the Company and Customer submitted to the Commission Joint Application for a reasonable arrangement in Commission Case No. 24-734-EL-AEC (the "Application"); and

WHEREAS, the Joint Application was approved by the Commission in its _____ __, 2024 Order (the "Order"); and

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[1] This proposed contract is based on the Application being approved in its entirety and is subject to change for any modification or alternative relief granted by the Commission in its final order.

WHEREAS, Company and Customer intend that this Contract shall implement the reasonable arrangement and constitute an electric service agreement and that service to the Facility through the equipment described in this Contract will be governed by the service terms included in this Contract.

NOW, THEREFORE, in consideration of the above recitals, which are hereby incorporated in this Contract, and of the Commission's Order approving the Joint Application for the reasonable arrangement, the Company and the Customer agree as follows:

1. Definitions.
    a. "CIAC" and "Contribution in aid of construction" have the same meaning as in the Company's Tariffs.
    b. "Distribution Investment Rider" or "DIR" shall mean AEP Ohio DIR, as approved by the Commission.
    c. "Green Chapel Station" means a new station which will be connected to AEP Ohio's existing 138kV transmission network including up to six transformers (138kV, 225MVA) to reduce voltage to 34kV, which is the voltage at which AEP Ohio will provide service to Intel. AEP Ohio will also install other equipment, including breakers, reactors, and meters, including special circuit breakers needed to address Intel's unique service quality needs (estimated at $740,000), which Intel will pay for through a CIAC charge. The total estimated cost of AEP Ohio's distribution investment is $95.1 million.
    d. "Party" shall mean AEP Ohio or Intel individually, and "Parties" shall mean Intel and AEP Ohio collectively.
    e. "Tariffs" shall mean the Company's tariffs, including terms and conditions of service, approved by the Commission as applicable to service to Intel relating to matters not addressed in this Contract.
    f. Terms such as "herein," "hereunder," and other similar compounds of the word "here" shall mean and refer to this entire Contract rather than any particular part.
    g. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Application.
    h. Certain other definitions, as required, appear in subsequent parts of this Contract.

2. **Effective Date and Term**.

    a. Pursuant to the terms of the reasonable arrangement proposed in the Joint Application, as approved by the Commission in its Order (the "Approved Arrangement") and the Company's Tariffs, as applicable, the Effective Date of this Contract shall be on the date the Application was approved (_____, 2024). This Contract shall terminate as of the conclusion of the final billing cycle that is 240 months after the date that Intel commences operations with service through the Green Chapel Station (such date the "Commencement Date") and such 240

month period, the "Term". The Customer may elect, at its sole discretion for any reason, to terminate the Contract at any time by providing advance written thirty (30) day notice to Company. If Customer's notice of termination is provided prior to the date Customer's investment to construct the Facility equals or exceeds $20 billion, then Customer shall pay to the Company an exit fee in the amount of the lesser of $94,500,000.00 or the then-current net book value of the Green Chapel station equipment as determined by AEP Ohio according to its accounting records. For purposes of this provision, "net book value" means original installed costs (including allowance for funds used during construction and construction work in progress) less accumulated depreciation. Company shall provide Customer with an invoice setting forth the amount of the exit fee with supporting documentation for the exit fee within fourteen (14) days of receiving Customer's notice of termination. Customer shall pay such invoice within ninety (90) days of invoice issuance. Upon payment of the exit fee, Customer shall have no further obligations to Company under this Agreement.

b. If Customer's notice of termination is provided after the date Customer's investment to construct the Facility equals or exceeds $20 billion, then such termination shall be effective at the later of the end of the thirty (30) day notice period or the date the Customer provides adequate supporting documentation to Company that Customer's investment in the Facility equals or exceeds $20 billion. Customer shall thereafter have no further obligation to Company under this Contract.

c. This Contract shall also terminate if the Commission subsequently modifies the Approved Arrangement as proposed in the Joint Application and the Company and the Customer agree in writing to terminate the Contract and absent approval of a different reasonable arrangement, Intel understands that any electric service it requests going forward will be under the then-existing tariff and rates applicable to distribution service based on the actual voltage level delivered to Intel.

3. Service, Conditions and Adjustments.

a. The Company agrees to furnish to the Customer, during the Term, and the Customer agrees to take from the Company, subject to Company's standard Terms and Conditions of Service as regularly filed with the Commission and subject to any provision of this Contract modifying those terms, transmission and distribution service of the character specified herein that shall be: 1) purchased by the Customer for the Facility which will have a service address of 11511 Green Chapel Rd, New Albany, Ohio; or 2) designated by Intel to one or more third-parties as proposed by the Joint Application. 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 inside the Company-owned substation and metered at 138,000 volts.

b. The electric energy delivered hereunder shall be alternating current at approximately 34,500 volts, 4-wire, 3-phase, and it shall be delivered at the load side of the 34.5-kV reactors inside the Company substation, which shall constitute the point of delivery under this Contract.

c. The two fabs that Intel will initially construct represent Phase One of Intel's investment at the new Licking County site. Intel may build additional fabs at the Licking County site based on developing market conditions, including future demand for semiconductors and manufacturing costs. Intel may, directly, or by enabling a third party, construct other facilities on or nearby the Facility for its use or for the use by third parties working with Intel.

d. In addition to the fabs, the Facility will include other operations which will provide synergies to the manufacturing, such as office space, air separation machines, water recycling facility, and data centers at the site or on nearby land. The total electric supply available to serve the Facility will be 500 MW for semiconductor manufacturing and other operations that enhance the semiconductor manufacturing development.

e. At no cost to Intel, AEP Ohio will separately meter and bill third-parties designated by Intel using a portion of the 500 MW based on the same rates, rate schedules, terms and conditions approved in the Joint Application. This portion of the 500 MW can include third-parties located on the Intel property, adjacent to the property or nearby, provided that: (i) the load will be served through the Green Chapel Station or otherwise agreed by the Parties, (ii) physical space is available in the Station for the required service connections and (iii) either the third-party or Intel pays for the incremental cost of building out to serve that customer.

f. During this Phase One (two fabs and other operations), the total available electric supply to serve the Facility will be 500 MW, subject to any system engineering constraints. During the period leading up to the full operation of the two fabs, if the load used for other operations together with the increasing amount of power needed to supply the fabs would lead to a total demand exceeding 500 MW, Intel will be obligated to reduce that other operations load to preserve the capacity needed as the fabs become fully operational; this reduction may be achieved by curtailing the load, developing behind-the-meter generation or through another solution but under no circumstance shall AEP Ohio be obligated under this reasonable arrangement to provide capacity

exceeding 500 MW.

g. Any future development or increase of capacity requirements by Intel and AEP Ohio's obligations to provide service to the Facility beyond 500 MW is anticipated to be addressed in a separate reasonable arrangement or tariffed service.

h. During the 20-year Term, the Facility will be billed under AEP Ohio's Schedule GS (General Service) Demand Metered Transmission or successor tariff and, absent a Commission directive, the Facility shall not be migrated to a different tariff without the consent of Intel. Customer contract capacity (reserved capacity) shall be designated (increased or decreased) annually by Intel (at least twelve months in advance of the applicable year), not to exceed 500 MW. Capacity designations may be made more frequent than annually with the agreement of both Joint Applicants. Within 60 days of receiving the annual load designation, AEP Ohio will identify any system engineering constraints that prevent AEP Ohio from serving the requested load and will simultaneously indicate what the maximum available capacity will be for the applicable year. In order to ensure the desired contract capacity, Intel may be required to temporarily waive spare transformer availability.

i. As approved by the Order, Customer will be charged under AEP Ohio's applicable transmission voltage rate schedules throughout the Term. Specifically, AEP Ohio will serve Intel at 34kV, which is primary voltage, and AEP Ohio will charge Intel pursuant to the applicable transmission service rate schedule as if AEP Ohio were serving Intel at 138 kV and Intel had built its own distribution station to receive and meter power at transmission voltage. Under the current tariffs, the applicable schedule is AEP Ohio's Schedule GS (General Service), Demand Metered Transmission, pursuant to which Intel would pay a per month customer charge, an excess reactive demand charge, and all applicable riders, including the Basic Transmission Cost Rider, the KWH Tax Rider (unless Intel self-assesses such tax), and the Universal Service Fund Rider. Intel will pay the incremental CIAC of installing special circuit breakers needed to address Intel's unique service quality needs (estimated at $680,000) but will not be required to pay CIAC for Green Chapel Station or any other facilities needed to serve Intel.

j. The Company will utilize its existing DIR mechanism to recover the costs associated with its construction of the Green Chapel Station. Specifically, the capital investment will be recovered through the DIR; AEP Ohio will recover the associated return on rate base, property tax, and depreciation expense as with any other investment included in the DIR, except that the annual revenue caps would not apply to the service plan investment recovery.

k. To the extent that any additional component of the unique Green Chapel Station is considered Customer-requested work, premium service or CIAC not paid by Intel, AEP Ohio will recover such costs through the DIR as part of the overall station costs.

4. **Service.** Nothing herein is intended to modify, reduce, or increase the obligations that AEP Ohio has with respect to delivery, metering or other utility services that it provides Intel pursuant to the Tariff other than described in this Contract. It is therefore the Parties' understanding that AEP Ohio will continue to meter the load at a voltage level at which the Parties have agreed for the purposes of administering and billing this Contract.

5. **Additional Customer Options**. Notwithstanding Paragraph 2 of this Contract, during the Term, the Customer shall have the right, but not the obligation, to participate in additional arrangements or opportunities that may become available or offered by the Company and approved by the Commission, or additional programs offered by PJM, as applicable. Intel may, at its discretion, receive service from a competitive retail electric service supplier.

6. **Assignment.** The Customer may assign this Contract with the written consent of the Company.

7. **Notices.** Any notice required or desired by either Party to be given hereunder shall be made:

If to the Company at:
American Electric Power Service Corporation
1 Riverside Plaza, 29th Floor
Columbus, Ohio 43215
ATTN: Steven T. Nourse

If to the Customer at:
Intel Corporation
2200 Mission College Blvd.
Santa Clara, CA 95054
ATTN: General Counsel
Reference ID: FMSC Legal, State of Ohio

With a copy, which will not be notice, to:
Intel-Legal-Notices@intel.com

With copy to:
Boehm, Kurtz and Lowry
36 East Seventh Street
Cincinnati, Ohio 45202
ATTN: Michael Kurtz

Either Party may submit to the other Party a written notice of a change in location, address, or title of contact person and such notice shall serve to modify this Section 6 of

this Contract. Any communications required to be in writing pursuant to this Contract shall be delivered by first class U.S. Mail, courier service, or commonly used forms of electronic communication (e.g., fax or email) consistent with the provisions set forth in this Section 8. Notice shall be deemed to be received upon actual receipt if delivered by courier, fax or email, or three (3) days after postmarked if sent by first class U.S. Mail, postage prepaid.

8. **Other Events of Default; Termination.** The Parties agree that upon ninety (90) days' prior written notice, the Company may terminate this Contract if the Customer becomes insolvent, makes a general assignment for the benefit of creditors, or admits in writing its inability to pay debts as they mature, if any court appoints a trustee or receiver for the Customer or any part of the Customer's assets, or if proceedings are instituted by or against the Customer under any provisions of the Federal Bankruptcy Code or any state insolvency law or result in an adjudication in bankruptcy or insolvency. The Company shall not have any liability to the Customer if the Company terminates this Contract pursuant to this paragraph. Nothing in this paragraph prevents the Company from implementing its Tariffs for matters not addressed in this Contract, such as disconnection of service for non-payment.

9. **Reporting.** Subject to such confidentiality requirements as may be appropriate, and under O.A.C. 4906:1-38-06, the Customer shall, no later than April 30th of each year after the Effective Date, provide the Company and Commission Staff with an annual report that demonstrates the Customer's compliance with the applicable commitments set forth in the Application.

10. **Dispute Resolution.** If a dispute arises out of this Contract the Parties agree first to try in good faith to settle the dispute. If settlement is not possible and the dispute relates to a subject matter which is within the Commission's exclusive or primary jurisdiction, the matter shall be taken to the Commission. If the dispute concerns a question outside of the Commission's jurisdiction, and the Parties are unable to resolve such dispute through negotiations then either Party may initiate litigation in the appropriate court or forum and Company and Customer knowingly, intentionally and irrevocably waive their right to trial by jury in such litigation.

11. **Mutual Cooperation.** The Customer and the Company agree to provide mutual and timely support for purposes of effectively administering this Contract, at no cost to the other. Such support shall include, without limitation, reasonable and timely access to documents and personnel of the other Party.

12. **Governing Law and Continuing Jurisdiction**. The validity, construction and performance of this Contract shall be determined in accordance with the laws of the State of Ohio not taking into account any conflict of law provisions.

13. **Interpretation.** The Contract, all addenda, exhibits and documents referenced or

incorporated by reference herein, and the Company's service contracts and standard tariffs (including the terms and conditions of service), as applicable to Customer and as amended from time to time by the Commission, sets forth the entire agreement between the Parties. Nothing in this Contract or in the Approved Arrangement shall prevent or foreclose Customer from availing itself of additional arrangements or opportunities that may become available or offered by Company. In the event of any conflict between the Company's service contracts or standard tariffs and this Contract, this Contract shall control.

14. **Consequential Damages**. Neither Party will be liable to the other Party under any circumstances for consequential damages (including lost opportunities or profits) or punitive damages.

15. **Binding Nature.** The terms, conditions, and covenants of this Contract shall be binding upon and shall inure to the benefit of each of the Parties hereto, their successors, and assigns. This Contract may be executed in counterparts, each of which shall serve, and be effective, as the original and shall constitute but one and the same Contract.

16. **Waiver.** Failure of either Party to enforce, at any time or for any period of time, any provision of this Contract shall not be construed as a waiver of any provision or the right of either Party to enforce each and every provision of this Contract.

17. **Severability.** The Parties understand and agree that the terms and conditions set forth herein in the aggregate may not be acceptable if any individual term or condition of this Contract is eliminated, or materially modified. In the event that any term or condition of this Contract is deemed to be illegal, void, or unenforceable, either Party may choose to terminate this Contract without further obligation hereunder provided that the Parties agree to work in good faith to first amend this Contract to the extent necessary to accommodate its continued effectiveness.

18. **Headings.** The heading and subheadings used in this Contract are for convenience and reference purposes only and shall in no way effect the meaning or interpretation of the provisions of this Contract.

19. **Entire Agreement**. There are no unwritten understandings or separate 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 also cancels and supersedes that certain Letter Agreement by and between Intel and Company dated December 22, 2023.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized officers or representatives as of the Effective Date.

OHIO POWER COMPANY	**INTEL CORPORATION**
By_____	By_____
Title_____	Title_____