

**THE PUBLIC UTILITIES COMMISSION OF OHIO**

**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**

**ENTRY ON REHEARING**

Entered in the Journal on September 3, 2025

**I. SUMMARY**

{¶ 1} The Commission denies the applications for rehearing filed by the Data Center Coalition, The Ohio Blockchain Council, Ohio Manufacturers' Association Energy Group, One Power Company, and Amazon Data Services, Inc.

**II. PROCEDURAL**

***A. Procedural History***

{¶ 2} Ohio Power Company (AEP Ohio or the Company) is a public utility, as that term is defined in R.C. 4905.02 and, as such, is subject to the jurisdiction of this Commission.

{¶ 3} On May 13, 2024, AEP Ohio filed an application, pursuant to R.C. 4909.18, requesting approval of the following tariffs to establish two new customer classifications: (1) the Data Center Power tariff for new data center customers that will use a monthly maximum demand of 25 megawatts (MW) or greater at a single location; and (2) the Mobile Data Center tariff for new mobile data center customers (such as cryptocurrency miners) that will use a monthly maximum demand of 1 MW or greater at a single location. (AEP Ex. 1).

{¶ 4} By Entry issued May 16, 2024, the administrative law judge (ALJ) scheduled a technical conference to be held on May 30, 2024, at 10:00 a.m., at the offices of the Commission.

On May 20, 2024, the ALJ established a comment period, during which initial comments were due on June 10, 2024 and reply comments were due June 20, 2024. On June 7, 2024, the ALJ amended the comment period such that initial comments were due by June 25, 2024 and reply comments were due by July 8, 2024.

{¶ 5} The technical conference was held as scheduled on May 30, 2024.

{¶ 6} On June 25, 2024, numerous entities timely filed initial comments.

{¶ 7} On July 8, 2024, numerous entities timely filed reply comments.

{¶ 8} Also on various dates, multiple individuals and entities filed public comments in this case docket.

{¶ 9} By Entry issued September 3, 2024, the ALJ granted the following parties intervention in this proceeding: Ohio Energy Group (OEG); Interstate Gas Supply, LLC (IGS); Amazon Data Services, Inc. (ADS); Data Center Coalition (DCC); Walmart Inc. (Walmart); Google LLC (Google); Enchanted Rock, LLC (Enchanted Rock); The Ohio Manufacturers' Association Energy Group (OMAEG); the Office of the Ohio Consumers' Counsel (OCC); One Power Company f/k/a One Energy Enterprises Inc. (One Power)<sup>1</sup>; the Retail Energy Supply Association; Constellation NewEnergy, Inc. and Constellation Energy Generation LLC, jointly (Constellation); Microsoft Corporation (Microsoft); Sidecat, LLC (Sidecat); Ohio Partners for Affordable Energy (OPAE); Ohio Energy Leadership Council (OELC); The Ohio Blockchain Council (OBC); Calpine Retail Holdings, LLC; Buckeye Power, Inc. (Buckeye); and American Municipal Power, Inc (AMP).

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<sup>1</sup> On October 28, 2024, a notice was filed indicating One Power Enterprises Inc. changed its name to One Power Company.

{¶ 10} On October 10, 2024, a joint stipulation and recommendation (10/10 Stipulation) was filed by Microsoft, DCC, ADS, Google, Sidecat, Constellation, Enchanted Rock, IGS, Blockchain, OELC, OMAEG, One Power, and RESA.

{¶ 11} On October 23, 2024, AEP Ohio filed a joint stipulation and recommendation (10/23 Stipulation), signed by AEP Ohio, Staff, OEG, OCC, Walmart, and OPAE.

{¶ 12} By Entry dated October 25, 2024, the ALJ scheduled the evidentiary hearing to commence on December 3, 2024, and established specific testimony filing deadlines respective to the joint stipulations and recommendations filed on October 10, 2024, and October 23, 2024. Also in the Entry, the discovery response time was shortened to five business days and could be conducted until November 12, 2024.

{¶ 13} The evidentiary hearing commenced as scheduled on December 3, 2024, at the Commission's offices.

{¶ 14} On December 5, 2024, due to an unforeseen medical emergency, the hearing was adjourned for the day and the proceedings were scheduled to reconvene the following day. At the outset of the proceedings on December 6, 2024, it was determined that the evidentiary hearing could not proceed as contemplated; and the ALJs continued the hearing to reconvene on December 11, 2024.

{¶ 15} During the evening of December 9, 2024, counsel for OBC served all parties and the ALJs' a courtesy copy of a motion for continuance with a request for expedited treatment. On December 10, 2024, OMAEG filed a letter supporting OBC's motion for continuance.

{¶ 16} By Entry on December 10, 2024, the ALJ granted OBC's motion to continue the hearing to January 6, 2025.

{¶ 17} On December 11, 2024, the ALJ issued an Entry scheduling a local public hearing for January 3, 2025, at the Commission's offices and ordered AEP Ohio to issue a public notice.

{¶ 18} On January 6, 2025, the evidentiary hearing reconvened and finished on January 17, 2025.

{¶ 19} AEP Ohio, Staff, OCC and OP&E, Walmart, OEG, DCC, ADS, Google, Sidecat, OMA&E, OBC, Constellation, IGS, RESA, jointly, Buckeye and American Municipal Power, Inc., One Power, Enchanted Rock, and OELC filed timely initial briefs. Staff, IGS, Walmart, the Company, OMA&E, One Power, ADS, OMA&E, OBC, Constellation, RESA, Google, DCC, Sidecat, OEG, and, jointly OCC and OP&E filed timely reply briefs.

{¶ 20} On July 9, 2025, the Commission issued an Opinion and Order (Order) approving and adopting the 10/23 Stipulation, as modified therein.

{¶ 21} R.C. 4903.10 provides that any party to a proceeding before the Commission may apply for rehearing with respect to any matter determined in that proceeding within 30 days after the entry of the order upon the journal of the Commission.

{¶ 22} On August 8, 2025, OMA&E, DCC, One Power, OBC, and ADS filed applications for rehearing, asserting several assignments of error.

{¶ 23} On August 18, 2025, AEP Ohio and OCC filed memorandum contra to the applications for rehearing.

### III. DISCUSSION

{¶ 24} As a general matter, the Commission agrees with both AEP Ohio and OCC's position that a majority of the assignments of error raised by intervening parties have already been addressed in the Order. On that basis alone, the Commission has routinely denied applications for rehearing. See, e.g., *In re the Review of the Reconciliation Rider of Duke*

*Energy Ohio, Inc.*, Case No. 20-167-EL-RDR (*Duke Reconciliation Rider Review*), Second Entry on Rehearing (Aug. 21, 2024) at ¶ 27; *In re the Complaint of Youngstown Thermal, Ltd. Partnership v. Ohio Edison Co.*, Case No. 93-1408-EL-CSS, Entry on Rehearing (Oct. 18, 1995). Regardless, as was the case in our original analysis and determination reflected in the Opinion and Order, any claim or argument raised by the application for rehearing not specifically discussed herein was, nevertheless, thoroughly considered by the Commission and is denied.

***A. The 10/23 and 10/10 Stipulations – The Order and the Three- Part Test (ADS Assignment of Error #2; One Power Assignments of Error #7, #8, and #9; DCC Assignments of Error #5 and #6)***

{¶ 25} In its second assignment of error, ADS states that the Commission’s finding that the 10/10 Stipulation did not meet the second or third prong of the Commission’s test was unreasonable and unlawful, because such a determination is unsupported by the evidentiary record. ADS disputes the rationale that the 10/23 Stipulation was approved on the basis that the 10/23 Stipulation presented a superior settlement package compared to the 10/10 Stipulation. According to ADS, the 10/23 Stipulation’s provisions regarding minimum billing demand and contract length are notably less beneficial to the Company and all ratepayers, compared to the 10/10 Stipulation’s terms. ADS echoes its briefed arguments that DCC witness Higgins was the only expert witness who conducted a quantitative analysis of potential rate impacts in this proceeding. And Mr. Higgins supports the position that even less stringent terms compared to the 10/10 Stipulation would have been sufficient for AEP Ohio to recover the requisite incremental transmission costs to serve data center customers. (DCC Ex. 11, at 15; DCC Ex. 9 at 20-28.) Regarding the third prong, ADS emphasizes that record evidence establishes that the 10/10 Stipulation advances important state policies and regulatory practices and principles via its nondiscriminatory application to all high energy intensive users. ADS insists that in furtherance of the enumerated policies in R.C. 4928.02(A), the 10/10 Stipulation helps AEP Ohio manage its load growth and ensures that large-load customers are incentivized to accurately estimate

their power needs, without imposing terms that apply to a specific industry. Lastly, ADS urges the Commission to reconsider the important economic development implications of its decisions. In support, ADS states that the 10/10 Stipulation addresses AEP Ohio's transmission issues presented in this matter without creating a regulatory framework that would greatly discourage future data center investments in the state. Accordingly, ADS requests the Commission to reconsider its approval of the 10/23 Stipulation on rehearing. (ADS App. at 12-17.)

{¶ 26} One Power's ninth assignment of error also asserts that the Commission's adoption of the 10/23 Stipulation was unlawful and unreasonable because it was not supported by sufficient findings of fact. Generally, One Power states that the Commission refers to testimony and record elements but overall fails to identify specific factual findings or perform the comparative analysis required by R.C. 4903.09. Similar to ADS's points, One Power asserts that the Order does not quantify the effects of either stipulation, explain how the record supports its conclusion that the 10/23 Stipulation benefits all ratepayers, or distinguish between the impacts on participating and nonparticipating customers. (One Power App. at 37.)

{¶ 27} In response, AEP Ohio notes that ADS and One Power's arguments in these sections merely rehash arguments made in post-hearing briefs and which were already considered by the Commission. AEP Ohio states that both parties misapply the Commission's settlement standard and gloss over the Commission's review of proposed stipulations "as a package," not on the basis of individual provisions. The Company submits that by discussing individual provisions of the 10/23 Stipulation it disagrees with, ADS misses the true objective of the second prong of the three-part test. AEP Ohio highlights a list of distinctions between the two stipulations, which the Company maintains are material differences. Similarly, AEP Ohio asserts that One Power's application of R.C. 4903.09 is flawed. Pointing to the lengthy Order issued by the Commission and highlighting specific findings made therein based on an evaluation of the complete record, AEP Ohio disputes One Power's assertion that the Order lacked sufficient findings of fact. In short,

AEP Ohio argues that ADS and One Power are only emphasizing select pieces of evidence to support their positions, and that both parties fail to present a case that undermines the Commission's findings that were based on reviewing the stipulations as a package. The Company thus avers that the Commission fully reviewed the evidence in the record and articulated clear reasoning as to why the 10/23 Stipulation was superior to the 10/10 Stipulation. (AEP Memo Contra at 5-11.)

{¶ 28} OCC, likewise, argues that the 10/23 Stipulation met the three-part test specifically responding to ADS's contention that it fails prongs two and three. OCC submits that the 10/23 Stipulation benefits consumers and is in the public interest because it provides for a detailed, transparent processing that protects non-data center customers from unnecessary risk. (OCC Memo Contra at 15-16.)

{¶ 29} DCC also raises two interrelated assignments of error (Assignments of Error #5, #6) alleging that the Order is unlawful, unreasonable, and against the manifest weight of evidence because (i) the Commission found, without support, that the 10/23 Stipulation properly allocates transmission costs to data center "cost-causers," and (ii) the 10/23 Stipulation fails the Commission's three-prong test for evaluating stipulations. DCC believes that there is nothing in the record to support the Commission's conclusion that data centers are, in fact, the "cost-causers" driving the need for upgrades. Thus, according to DCC, the Order violates R.C. 4903.09, which requires the Commission to make findings of fact and opinions and set forth the reasoning for such decisions. Furthermore, DCC states that the 10/23 Stipulation fails the three-prong test because AEP Ohio's tariffs were approved in a manner that circumvents ratemaking requirements under R.C. 4909.18, unduly discriminates against data center customers, and fails to comport with the regulatory principle of cost causation. (DCC App. at 22-24.)

{¶ 30} With respect to these arguments, AEP Ohio replies that the record in this case overwhelmingly demonstrates that data centers, not other classes of customers, are driving the costly transmission upgrades and, therefore, should be the parties to bear those

costs. AEP Ohio avers that the Commission approved the 10/23 Stipulation, in part, because it explicitly found that the 10/10 Stipulation offered too many opportunities for data center customers to “avoid their responsibility as the main cost-causers” for the transmission upgrades. Order at ¶152. AEP Ohio states that the Commission provided more than sufficient reasoning, with references to the record evidence, to support its conclusions. AEP Ohio believes that DCC misapplies R.C. 4903.09, as that statute does not require that a specific type of evidence be cited by the Commission. Rather, the Commission was presented with two competing proposals, fully analyzed the evidence presented by both sides, and then reasonably concluded that the 10/23 Stipulation provided the more balanced package. All of this, AEP Ohio asserts, is well-supported in a lengthy Order and meets all statutory requirements. (AEP Ohio Memo Contra at 15-17.)

{¶ 31} OCC dismisses DCC’s arguments on this point, noting that the Order extensively reviewed and compared the two stipulations, thus belying DCC’s contention that the Commission failed to fully articulate its reasoning (OCC Memo Contra at 13-14).

{¶ 32} One Power also submits two assignments of error regarding specific provisions in the 10/23 Stipulation. In its seventh assignment of error, One Power states that the Commission’s approval of the 10/23 Stipulation’s cost of study provision is unlawful, as R.C. 4928.151 obligates the Commission to adopt and enforce line extension rules on a uniform basis. In this proceeding, One Power represents that the 10/23 Stipulation violates existing regulatory framework by requiring data center customers to cover the cost of a load study in a range of \$10,000 to \$100,000. One Power explains that this provision allows the Company to have terms and fees associated with transmission line extensions that differ from those charged by Ohio’s other electric utilities in violation of R.C. 4928.151 and Ohio Adm.Code 4901:1-9-07. (One Power App. at 34-35.)

{¶ 33} Finally, in its eighth assignment of error, One Power asserts that the Commission violated Ohio law by requiring customers to reimburse the Company for 100 percent of its building costs to serve the customer. In support, One Power states that there

is nothing in the Ohio Revised Code or Administrative Code that allows the Company to condition its provision of electric service on signing a contract, including a Letter of Agreement (LOA), which obligates the customer to reimburse AEP Ohio for 100 percent of its buildout costs. Rather, One Power states, the law requires a customer to pay a portion of the costs of transmission and distribution line extensions, per Ohio Adm.Code 4901:1-9-07(D)(3)(a). One Power notes that the utility is responsible for 60 percent of the total cost of the line extension, while the customer is only responsible for 40 percent of the total cost (Contribution In Aid of Construction or CIAC). One Power argues that AEP Ohio has not sought to modify its line extension tariff in this case or otherwise tried to address the line extension rule's requirements, and thus, it is unlawful for the Commission to allow AEP Ohio to modify this requirement as part of the 10/23 Stipulation. (One Power App. at 35-36.)

{¶ 34} In response to One Power's seventh assignment of error, AEP Ohio argues that One Power is conflating the provision in the 10/23 Stipulation covering the cost of the load study fee and a customer's CIAC. The purpose of Paragraph III.F.1 in the 10/23 Stipulation, AEP Ohio states, is merely to cover the cost of the load study. This is separate from any CIAC required of a customer, which seeks funds from a customer to offset construction costs. To the extent that One Power now argues that the costs of load study fees are already included in distribution rates, AEP Ohio replies that there is no basis for such a claim. As to One Power's eighth assignment of error, the Company highlights that One Power repeats verbatim the same argument made in its post-hearing brief concerning AEP Ohio's use of LOAs. AEP Ohio concedes that the LOAs require a customer to reimburse costs if the customer cancels or significantly delays a project. The Company reiterates, however, that the LOAs serve a critical purpose to protect other customers from bearing the costs of abandoned projects and also ensure that AEP Ohio receives collateral to recover the cost of infrastructure specifically built for a particular customer. AEP Ohio states that One Power's mere dislike of this established procedure is not grounds to deem it unlawful. (AEP Ohio Memo Contra at 23-26.)

{¶ 35} Having reviewed the applications for rehearing and memoranda contra, the Commission denies the assignments of error outlined in this section. As an initial, and arguably definitive, point, the assignments of error at issue have already been raised (in largely identical form) and considered by the Commission. In the Order, we determined that the 10/23 Stipulation satisfied the three-part test for evaluating stipulations, while also finding that the 10/10 Stipulation failed that test. None of the parties' applications raise new issues that were not previously considered and rejected by the Commission; and nothing in the abovementioned assignments of error persuade the Commission to alter its previous findings on these matters. Mere disagreement with the Commission's ultimate decision is not appropriate grounds for rehearing. *Duke Reconciliation Rider Review*, Second Entry on Rehearing (Aug. 21, 2024) at citing *In re the Complaint of Elyria Foundry Co. v. Ohio Edison Co.*, Case No. 05-796-EL-CSS, Second Entry on Rehearing (May 2, 2007) at 4-5.

{¶ 36} The evidentiary record in this case is extensive, including 13 days of live testimony at hearing and numerous pre-filed testimonies. The Commission thoroughly reviewed this entire record and found that a capacity constraint driven by data center load exists in AEP Ohio's service territory, and that the 10/23 Stipulation, as a package, presented the best framework to address that constraint. The reasons for approving the 10/23 Stipulation rather than the alternative 10/10 Stipulation were fully and carefully explained in the Order. Order at ¶ 121. Further, we articulated the basis for determining that the 10/23 Stipulation, and not the 10/10 Stipulation, furthers state policies and comports with regulatory principles. Order at ¶ 123, 151-52. We reject the arguments of ADS and One Power concerning a lack of reasoning as to why the 10/23 Stipulation presented the more appropriate solution, based on the record evidence, and recommend that the parties review those sections of the Order which enumerate specific provisions of the 10/23 Stipulation which the Commission found superior to those proposed in the other proposed settlement. Order at ¶ 123-26. Having already considered and ruled on these issues, the Commission stands by the determinations made in the Order and affirms them in this Entry on Rehearing. Accordingly, each of the assignments of error outlined in this section are denied.

***B. Capacity Constraint (OMAEG Assignment of Error #3)***

{¶ 37} In its third assignment of error, OMAEG contends that AEP Ohio failed to demonstrate the existence of genuine transmission constraints which necessitate the creation of a data center tariff or the adoption of the 10/23 Stipulation. Similar to previous DCC arguments outlined above, OMAEG bases this assignment on R.C. 4903.09, arguing that there is no record evidence showing that AEP Ohio is truly experiencing a transmission capacity constraint. OMAEG believes that the Commission simply accepted a representation from AEP Ohio that a capacity constraint exists and that it is being driven solely by data centers. OMAEG argues that AEP Ohio failed to conduct rigorous quantitative analysis on this issue, averring that the studies run by the AEP Transmission Planning organization are both unreliable and insufficient to support AEP Ohio's claims (OMAEG App. at 11-14.)

{¶ 38} AEP Ohio responds by first noting that OMAEG previously raised this same argument in its briefs and that it was already thoroughly considered and dismissed by the Commission. Thus, on that basis alone, this assignment of error should be rejected. In further response, however, the Company stresses that R.C. 4903.09 simply requires the Commission to provide enough detail for a reviewing court to determine the factual basis for its decisions. AEP Ohio asserts that the Commission clearly met this requirement. Rather than the mere speculation claimed by OMAEG, the Company points to exhibits and transcripts in the record which the Commission cited in support of its findings. Further, AEP Ohio points out that Mr. Ali was cross-examined extensively by multiple 10/10 Signatory Parties on this very issue. All of this was relied upon by the Commission in formulating the Order. With respect to OMAEG questioning the sufficiency of the AEP Transmission Planning studies, the Company notes that not only was Sidecat Ex. 10 part of the evidence on this point, but that Mr. Ali also testified extensively concerning capacity constraints. OCC similarly responds, pointing to the Order itself to demonstrate that the Commission provided extensive explanations for its findings and conclusions. (AEP Ohio Memo Contra at 11-15; OCC Memo Contra at 9.)

{¶ 39} With respect to OMAEG's third assignment of error, the Commission denies the request for rehearing. We first note that these same arguments were considered and rejected in the Order and that, on that basis alone, this assignment of error can be denied. *Duke Reconciliation Rider Review*, Second Entry on Rehearing (Aug. 21, 2024) at ¶ 27. We also highlight that in the Order we found that the Company proved a real, pending transmission constraint concern and then outlined the evidentiary basis for this conclusion. Within these sections of the Order, the Commission pointed to specific exhibits and hearing testimony which demonstrated to our satisfaction that the Company is experiencing unparalleled load growth that will require significant transmission investments. Order at ¶ 121-22. OMAEG has raised nothing on this issue in its application for rehearing which would warrant a reversal of this finding.

***C. Alleged Discrimination (DCC Assignment of Error #1, #2; One Power Assignment of Error #6; OMAEG Assignment of Error #1; and ADS Assignment of Error #1)***

{¶ 40} Overall, DCC (Assignment of Error #1, #2), One Power (Assignment of Error #6), OMAEG (Assignment of Error #1), and ADS (Assignment of Error #1) assert various assignments of error regarding the alleged discriminatory nature of the 10/23 Stipulation and request that the Commission reverse its decision on this matter.<sup>2</sup> Specifically, DCC asserts that 10/23 Stipulation violates R.C. 4928.02(A)'s provision against discriminatory service by requiring minimum contract length, minimum demand charges, and collateral contract terms that are substantially more stringent and disadvantageous relative to the otherwise applicable rate schedule, General Service. Also, DCC states that the Order required a finding that there were actual and measurable differences in the circumstances

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<sup>2</sup> Also, One Power and OMAEG raised issues pursuant to the Equal Protection Clause which will not be addressed in this Entry on Rehearing. We note that no such arguments were brought to the Commission's attention during the evidentiary hearing or briefed arguments. As such, the Commission will not comment on these arguments as they were raised for the first time at the rehearing stage of this proceeding. *In re the Complaint of Suburban Natural Gas Co. v. Columbia Gas of Ohio, Inc.*, Case No. 17-2168-GA-CSS, Second Entry on Rehearing (Oct. 23, 2019) at ¶ 23; *In re the Application of the Power Purchase Agreement Rider of Ohio Power Co.*, Case No. 18-1003-EL-RDR, Second Entry on Rehearing (Aug. 21, 2024) at ¶ 22.

and conditions, or the cost of service rendered to the data center customers, of which the Commission had nothing in evidence to support this conclusion. Mirroring its briefed arguments on this issue, DCC notes that a public utility may make reasonable distinction amongst customers but such distinctions must be “anchored” in actual and measurable differences in customer services rendered, or in the circumstances or conditions under which those services are provided, citing to the Federal Energy Regulatory Commission’s Basin Electric Power Cooperative order (*Basin Power Order*), *Buckeye Lake Chamber of Commerce v. Public Utilities Com.*, 161 Ohio St. 306 (1954) and *Mahoning County v. Public Utilities Com.*, 58 Ohio St. 2d 40 (1979). (DCC App. at 3-7, 15.) Similarly, One Power believes that the Commission’s approval of the 10/12 Stipulation violates R.C. 4905.32, R.C. 4905.33, and R.C. 4905.35 by endorsing AEP Ohio’s discrimination against similarly situated customers without providing sufficient reasoning or record evidence to support its conclusion (One Power App. at 27). OMAEG also agrees that the Commission improperly adopted the 10/23 Stipulation against the manifest weight of the evidence presented during the evidence or otherwise admitted to the record, in violation of R.C. 4903.09 and Supreme Court precedent cited by DCC. (OMAEG App. at 5.) ADS also contends that there is no dispute that the 10/23 Stipulation discriminates against customers in a specific industry segment or that AEP Ohio has never previously singled out a specific industry segment for less favorable treatment under its electric distribution service tariffs. ADS thus insists that the issue the Commission must review is whether the record evidence and applicable law justified this kind of discriminatory treatment. (ADS App. at 5.)

{¶ 41} Generally, DCC, One Power, OMAEG, and ADS assert that there was insufficient record evidence to support the Commission’s conclusions in its Order. ADS contends that the only evidence cited by the proponents of the 10/23 Stipulation and ultimately, the Commission, was based upon contradicted assumptions and speculation regarding the nature of data center load that were not informed by expertise or quantitative support. ADS notes that DCC’s witness Higgins testified that the Company had not conducted any quantitative analysis of the impact of anticipated data center load on rates

(DCC Ex. 9 at 21). Moreover, ADS is concerned that the Commission relied on the *Migden-Ostrander* decision because the evidentiary record in this case could not meet the standard to determine that, “expense or difficulty of performing the same or similar service in different areas or circumstances” could allow cost recovery variations/differences, citing to *Migden-Ostrander v. Pub. Util. Comm.*, 102 Ohio St.3d 451, 459 (2004). Relatedly, One Power contends that because *Migden-Ostrander* allowed differentiation in charges for the same or similar customers only due to the differences in the expense or difficulty of performing that service and because there were no comparative studies or verified cost data, the Commission’s reliance on *Migden-Ostrander* cannot be justified. ADS also opines that the Commission relies on speculation from AEP Ohio regarding data center service requests which amount to an upwards of 30,000 MW and improperly made conclusions based on OEG witness Wellborn’s testimony regarding data center’s inability to shift their usage to off-peak times during peak usage times on the grid. ADS points out that there are other industries and customers that also cannot shift their usage to off-peak load to ease the strain from peak usage times. DCC echoes similar points and insists that AEP Ohio witness McKenzie’s remarks about the magnitude of load growth and speculation about the systemic risk data centers bring are nothing like quantitative evidence that courts have required in order to uphold a discriminatory customer classification. Further, DCC argues that the magnitude or rate of load growth in the data center industry is immaterial to the question of whether a discriminatory tariff is justified, because a large load tariff would address the risks with the data center industry as well as the risk posed by similarly sized large load customers. OMAEG is also concerned that the Commission improperly relied on a summary of AEP Ohio’s transmission studies rather than the actual studies. OMAEG and One Power note that no cost of service study was performed before or after this proceeding’s initiation, which means that the actual cost of service rendered cannot or was not properly considered in this case. (ADS App. at 7-11; DCC App at 9-11; OMAEG App. at 5-7; One Power App. at 29.)

{¶ 42} In response, AEP Ohio argues that the record evidence clearly demonstrates that the 10/23 Stipulation's treatment of data center customers is based on actual, material differences in service. AEP Ohio echoes its arguments from post-hearing briefing and asserts that the 10/23 Stipulation applies a new schedule to a unique class of data center customers based on material distinctions in the delivery of the Company's services. Specifically, the Company indicates that the traits which make data centers stand apart from other large industry users are the unprecedented hypergrowth, load concentration, and systematic risk associated with data center customers. AEP Ohio believes that the Order discusses these distinctive traits and properly cites to the factual record to reach the conclusion that the new data center load will significantly increase the Company's actual risk and expenses in serving not only data center customers but also other customers, citing to Order at ¶129. The Company also points to other state jurisdictions that approved data center-tailored proposals to address the unique traits of data centers and/or blockchain customers, citing to Order at ¶131. (AEP Ohio Memo Contra at 18-20.)

{¶ 43} AEP Ohio also refutes DCC's application of the *Basin Power* Order and *Mahoning* and *Buckeye Lake* decisions. The Company indicates that DCC relies on these cases to support its contention that the Company should have presented more detailed cost-specific information in support of its proposal. However, according to AEP Ohio, DCC's arguments ignore the fact that such detailed cost information is not available at this time. The Company explains that it filed the Application to proactively address a future load growth issue, and that data center customers may pay different rates based on their own unique usage needs and circumstances, and thus, the specific costs AEP Ohio incurs to serve one data center will necessarily vary on a case-by-case basis. AEP Ohio indicates that the 10/23 Stipulation accounts for the case-by-case nature of the new data center customers by ensuring that the specific rates applicable to each customer are sufficient to cover the Company's cost of service. (AEP Ohio Memo Contra at 20-21.)

{¶ 44} OCC's memorandum contra echoes similar sentiments to AEP Ohio's position and submits that the 10/23 Stipulation provides commitment and "skin in the

game” from prospective data center customers to ensure that other existing and future customers are not responsible for the expenses to serve these industry-specific customers. OCC insists that the Commission determined that the record evidence indicates reasonable concerns and distinctions to be made between data center customers and other large-load customers. (OCC Memo Contra at 10.)

{¶ 45} Regarding DCC, One Power, OMAEG, and ADS’s related assignments of error regarding the alleged unduly discriminatory nature of the 10/23 Stipulation, the Commission denies rehearing. The Commission emphasizes that these parties’ assignments have already been considered and rejected in this proceeding. *Duke Reconciliation Rider Review*, Second Entry on Rehearing (Aug. 21, 2024) at ¶ 27. Regardless, we find that they hold no merit for the reasons provided herein. We affirm our determination that the evidentiary record supports the notion that the 10/23 Stipulation’s differential treatment of data center customers is based on actual, material differences in the service to be provided by AEP Ohio. While we note that the Company has experienced a significant increase in unsigned service interest from data centers (approximately 30,000 MW), the Commission is further persuaded by the current rapid load growth from existing or already contracted data center customers. For instance, AEP Ohio witness Ali testified that the Company more than doubled its projected future demand in the central Ohio region, from approximately 4,000 MW to 9,000 MW driven by new, large data center requests. Consistent with our findings in the Order, the Commission stresses that the Company’s analyses indicated that its transmission infrastructure is at a tipping point, in which significant infrastructure investment would be needed to meet demand in excess of approximately 10,000 MW in central Ohio, and it has already signed an additional 5,000 MW of new data center load by 2030. Order at ¶¶ 94, 105, 122, 152, citing AEP Ohio Ex. 2 at 3-6. Thus, there is a timely need for a proactive solution to address potential reliability issues in the AEP Ohio central Ohio region, which is specifically driven by data centers. Moreover, we recognize that, at this tenuous stage of load growth expansion for AEP Ohio, there would not be more cost-specific information available. Furthermore, we affirm our previous findings that conclude data

centers pose unique, systemic risks that do not exist for other large-scale customers. Order at ¶ 108. The Commission underscores the fact that the 10/23 Stipulation is a proactive, comprehensive settlement package that outlines a just and reasonable pathway for data center customers to receive service from AEP Ohio that is commensurate with the investments the utility will need to make, in order to ensure it can provide physically adequate and reliable electric service for all of its customers. Order at ¶ 128-29. Therefore, we reject the assignments of error that suggest the Commission has not thoroughly reviewed and utilized the evidentiary record in its Order determining a novel proceeding contemplating a warranted differential tariff on data center customers.

***D. AEP Ohio's Temporary Moratorium (DCC Assignment of Error #3; One Power Assignment of Error #5; OMAEG Assignment of Error #5)***

{¶ 46} DCC (Assignment of Error #3), OMAEG (Assignment of Error #2), and One Power (Assignment of Error #5) submit assignments of error related to the Company's moratorium that was in effect prior to the Commission's Order. Specifically, these parties all assert that AEP Ohio implemented its moratorium without Commission approval, in violation of R.C. 4905.22. OMAEG and One Power's assignments of error regarding the moratorium also stated that the Company violated the Certified Territories Act (R.C. 4933.83). Overall, DCC, OMAEG, and One Power indicate that the Company violated its statutory obligation to serve its customers. OMAEG opines that AEP Ohio is required to provide adequate facilities and services to meet the reasonable needs of the customers in its service territory, including data centers. OMAEG, therefore, laments that the Commission should have treated the moratorium as being unlawful. (OMAEG App. at 10.) Furthermore, DCC and One Power state that the Commission's reliance on the complaint case initiated by AEP Ohio's complaint against Nationwide Energy Partners, LLC (NEP) to justify the Company's moratorium in this proceeding is misplaced because, in that proceeding, AEP Ohio filed a complaint with the Commission to clarify the status of the law at issue concurrent with its moratorium over NEP's conversion requests. *In re Complaint of The Ohio Power Co v. Nationwide Energy Partners, LLC*, Case No. 21-990-EL-CSS (NEP Complaint Case),

Opinion and Order (Sept. 6, 2023). However, in this case, One Power and DCC note that the Company imposed a blanket moratorium over all customers of a specific industry for more than a year before filing its Application. (One Power App. at 24-25; DCC App. at 16-17.)

{¶ 47} One Power also argues that the Ohio Revised Code clearly indicates a process for analyzing load concerns that was not followed at all for this proceeding. One Power points to the Long-Term Forecast Report (LTFR) process under R.C. 4935.04, which includes a Commission-initiated hearing limited to the scope of forecasting and reviewing projected loads and capacity, and results in an order discussing the utility's load concerns. One Power thus takes issue with the year lag between the moratorium and the Company's application in this proceeding and asserts that the events transpiring up to the moratorium and afterwards reveals a failure of transparency and an improper pattern of the Company's self-interested behavior that is in violation of Ohio law. One Power also expresses concerns that Commission's findings in the Order could not substitute for a lack of record evidence to satisfy the requirements under R.C. 4903.09, such that the Commission could not excuse AEP Ohio from its obligations under R.C. 4905.22 and R.C. 4933.83. Lastly, One Power insists that if the Commission does not grant rehearing on this assignment of error, it invites future moratoria imposed by utilities without Commission oversight and outside of a statutorily mandated process, which could undermine regulatory predictability and implicate the rule of law under R.C. Title 49. (One Power App. at 22-25.)

{¶ 48} In response, AEP Ohio insists that it has an obligation to serve customers pursuant to R.C. 4905.22 and 4933.83 within the bounds of reason, in which the Company must provide physical adequate service. The Company also emphasizes that state law does not force utilities to serve in a manner that exposes the utility and its other customers to unjust risks. Accordingly, AEP Ohio remains firm that had it committed to serve the full extent of additional data center load seeking to locate within its service territory, then its ability to provide reliable and sufficient service to the rest of its customers would be jeopardized. Also, AEP Ohio indicates that had it served even a portion of the data center load, then it would not have been able to provide physically adequate service to those data center-

specific customers. The Company represents that it initiated this tariff proceeding to develop a solution to provide physically adequate service to both new data center customers and existing customers. And instead of outright denying new service requests, AEP Ohio states that it implemented a transparent, temporary moratorium, which was clearly communicated to all impacted customers, and sought a Commission-approved long-term solution in the proposed tariff. Furthermore, AEP Ohio notes that there is longstanding precedent that supports the position that utilities are entitled to assume they will receive just compensations for extensions of facilities to serve new customers. Requiring the Company to undertake significant infrastructure expansion for an unprecedented data center load without the safeguards provided by the moratorium and tariff would conflict with the principle that utilities should be able to assume that they will receive just compensation for extensions of facilities to serve new customers, citing to *People of State of New York ex 34 rel. Woodhaven Gaslight Co. v. Pub. Serv. Comm. of New York*, 269 U.S. 244 (1925); *Forest Hills Util. Co. v. Pub. Util. Comm.*, 31 Ohio St.2d 46, 56-57 (1972) (quoting *Elyria Telephone Co. v. Pub. Util. Comm.*, 158 Ohio St. 441 (1958), Syllabus ¶3). In support of its position, AEP Ohio notes that witness Ali testified about the risk of a voltage collapse should a significant load beyond 10,000 MW be served through the Central Ohio transmission network, and the potential for a cascade into a brownout or blackout condition (Tr. Vol. I at 149-151; 265; Tr. Vol. III at 581). AEP Ohio further explains that had the Commission agreed with One Power, OMAEG, and DCC, the Commission would be penalizing AEP Ohio for taking reasonable and necessary action to address material threats to the safety, reliability, and adequacy of the electric grid and service provided to the Company's customer base. Lastly, AEP Ohio insists that One Power's points about the LTFR are meritless because the Company has properly avoided reporting overly speculative load that could trigger unnecessary overinvestment in the transmission system. (AEP Ohio Memo Contra at 32-35.)

{¶ 49} AEP Ohio also dismisses One Power and DCC's arguments that the *NEP Complaint Case* is an improper analogy for the Company's moratorium in this proceeding. In support, the Company notes that the moratorium in the NEP case involved a situation

during which the moratorium was enacted to address new and unprecedented circumstances, citing to *NEP Complaint Case*, Opinion and Order (Sept. 6, 2023) at ¶2-3. AEP Ohio insists that there are similar circumstances present, as the Company filed its Application to address challenged associated with new and unprecedented data center load. AEP Ohio adamantly believes that just as the temporary pause was reasonable and necessary in the *NEP Complaint Case*, so was the temporary moratorium on new data center service requests. (AEP Ohio Memo Contra at 36.)

{¶ 50} OCC further emphasizes that the Commission determined that the Company had adequate reason in the public's interest to balance the concerns of providing a reliable and adequate service to consumers with the duty to make service available to new customers. Moreover, OCC contends that the Order provides ample citations to the evidentiary record and reasonable to inform the Supreme Court of Ohio of the Commission's basis for its findings regarding the moratorium. (OCC Memo Contra at 8-9.)

{¶ 51} The Commission denies rehearing on DCC, One Power, and OMAEG's related assignments of error regarding AEP Ohio's temporary moratorium. In so doing, the Commission emphasizes that the arguments raised in these parties' assignments have already been extensively briefed and carefully considered by the Commission in the Order. As stated in the Order, the Commission is indifferent to the fact that AEP Ohio did not conduct a study during its moratorium period, as it seems obvious that the moratorium was implemented to mitigate the Company's load from escalating too quickly. This indicates that either the Company studied or was aware of triggers for load constraint problems. The Commission appreciates that the rapid spike in data center load is a unique situation and requires unique solutions so that AEP Ohio can both provide service to new customers and also maintain stable, reliable service for existing customers. Moreover, we reject the collective 10/10 Stipulation signatories' objections to and criticisms against this temporary measure. As AEP Ohio points out, R.C. 4905.22 and 4933.83 require a public utility to provide service within the bounds of reason. State law, regulations, and Commission precedent do not, however, force utilities to serve in a manner that is unreasonable or

exposes a utility and/or its customers to unjustified risks. See *In re Application of Ohio Power Co. For Approval of a Special Contract Arrangement with Ormet Primary Aluminum Corp.*, Case Nos. 96-999-EL-AEC, et al., Opinion and Order (June 14, 2006) at 11. Faced with an unprecedented influx of load requests from data center customers, AEP Ohio had to strike a balance between providing reliable and adequate service to existing consumers and the duty to make service available to new consumers. In instituting the moratorium and initiating this proceeding, AEP Ohio acted proactively to address the issue before it created additional, larger problems for its existing customers and the grid's integrity. Order at ¶ 130. For these reasons, we approved of the action in the Order and do so again in this Entry on Rehearing. The parties present no new arguments which compel us to reverse our previous rulings on this issue. Moreover, the parties have failed to demonstrate any prejudicial error resulting from the moratorium. The Supreme Court has recently reiterated that a "party seeking reversal of a Commission order cannot meet its burden of establishing prejudicial error without furnishing an argument or citing evidence showing that it has suffered a particularized harm. *In re the Application of Ohio Power Co., for Authority to Establish a Std. Service Offer Pursuant to R.C. 4928.143, in the Form of an Elec. Security Plan*, Slip Opinion No. 2025-Ohio-3034, at ¶¶ 16-18, citing *In re Complaint of Buckeye Energy Brokers, Inc. v. Palmer Energy Co.*, 2014-Ohio-1532, ¶ 23-24. Generalized claims of harm, as raised by DCC, One Power, and OMAEG, are simply not enough. We, therefore, affirm our determinations made in the Order that the evidentiary record supports AEP Ohio's rationale for instituting the temporary moratorium.

#### ***E. Collateral Requirements (OBC Assignments of Error #1 and #2)***

{¶ 52} OBC's first assignment of error states that the Commission erred in approving the Stipulation's collateral requirements. OBC argues the Stipulation's collateral requirements are punitive, excessive, and unreasonable without sufficient record evidence in violation of R.C. 4903.09. In support of its position, OBC represents that a majority of its members would be unable to meet the 10/23 Stipulation's collateral requirements and be prevented from doing business in Ohio. OBC emphasizes that reinforcing such

requirements would have a chilling effect on businesses wanting to do business in the state of Ohio and hamper economic development and harm all customers. Recognizing that the Company would be able to hold a customer's guarantee or collateral from the time of signing the Electric Service Agreement (ESA) in an amount equal to 50 percent of the total minimum charges for the full contract term, the required collateral amount is "staggering." OBC opines that the 10/23 Stipulation requires customers to meet eight or nine figure collateral requirements three to four years in advance of even receiving electric service and having the opportunity to generate operating income. Moreover, OBC indicates that this kind of requirement disrupts capital planning and allocation for most companies. Furthermore, OBC asserts that the Company offered no evidence that shows why data center customers should be held to a higher standard than other kinds of large load customers, or that data center customers typically oversize interconnection requests. OBC, thus, insists that the Order was against the manifest weight of the evidence and unsupported by sufficient record evidence in violation of R.C. 4903.09. (OBC App. at 2-5.)

{¶ 53} In the alternative that the Commission denies rehearing on this issue, OBC's second assignment of error at minimum requests that the Commission define and/or describe what constitutes a "financial sponsor" in the Order regarding the modified collateral requirements. OBC notes that the term "financial sponsor" is not set forth in the Order and further opines that no additional details are given that might allow OBC members or other data center customers to determine the Commission's meaning or how the collateral modification could be implemented. OBC also opines that it is unclear as to whether the financial sponsor will even be able to satisfy the 10/23 Stipulation's collateral requirements. OBC asserts that the modification does nothing to alleviate the burdensome and excessive nature of the collateral requirements and there is no explanation in the Order as to how the modification resolves the concerns of stifling business in Ohio, assuming a company can satisfy the stringent collateral requirements. OBC concludes that the Commission has no record evidence to support its modification in the Order, and no evidence exists to demonstrate that such modification would benefit the public interest. As

a result, OBC believes that the Order violates R.C. 4903.09, and, nonetheless, requests clarification on the meaning of “financial sponsor.” (OBC App. at 5-7.)

{¶ 54} Conversely, AEP Ohio argues that the Commission’s modification to the collateral requirement was a reasonable and adequately explained option that is not prejudicial to OBC. In particular, AEP Ohio states that OBC’s challenge ignores the fact that the collateral requirement only covers 50 percent of the customer’s financial obligations under its contract and is raised by OBC even after the Commission’s Order relaxed the collateral requirements by permitting a financial sponsor or co-signer “in the interest of supporting the state’s role in attracting a diverse industrial customer base that contributes to significant economic development on a state, national and global level.” Order at ¶ 126. Further AEP Ohio asserts that Schedule DCT’s collateral requirements are reasonable and supported by the record. In addition, AEP Ohio points out that the Commission’s allowance for financial sponsors to co-sign for a data center customer’s financial obligation is a permissive and voluntary option that cannot, by itself, reasonably be portrayed as being prejudicial to OBC. Furthermore, OCC and AEP Ohio opine that the Commission’s order provides sufficient contextual explanations for OBC, and other applicable parties, to determine the meaning of the term “financial sponsor.” (AEP Ohio Memo Contra at 27-30; OCC Memo Contra at 6-7.)

{¶ 55} The Commission finds that OBC’s assignments of error significantly overlap with those addressed in the Order. To this point, we reiterate our finding that the evidentiary record demonstrates that data center customers present unique challenges of delivering service compared to other large, energy-intensive customers, and, thus, a higher up-front commitment is necessary to ensure existing customers’ service remains unimpacted. *See*, Order at ¶ 129. Concurrently, the modifications made to the collateral requirements is also well supported by the evidence in the record, as it will enable data center customers to have flexibility commensurate with the realities of corporate financing, while aligning with the commitment level sought by the collateral terms in the 10/23 Stipulation. Order at ¶ 126. The Supreme Court of Ohio has held that, as long as there is a

basic rationale and record supporting the Commission's finding, no violation R.C. 4903.09 exists. *MCI Telecommunications Corp. v. Pub. Util. Comm.*, 32 Ohio St.3d 306, 312 (1987); *Tongren v. Pub. Util. Comm.*, 85 Ohio St. 3d 87, 90 (1999). The Commission provided such a basis, thus satisfying R.C. 4903.09, when affording additional flexibility in the Schedule DCT collateral requirements. Further, while we agree with the Company that the term "financial sponsor" is a well-known legal term of art that does not require further clarification, we will provide additional context for OBC, as requested. As contemplated in the Order, "financial sponsor" is meant to include any entity that co-signs a LOA or ESA alongside a data center customer and serves to satisfy the data center customer's creditworthiness criteria and/or posts either all, or a portion of, the collateral requirement for the data center customer. Thus, we deny OBC's assignment of error and clarify "financial sponsor," as requested.

***F. Procedural Assignments of Error (OMAEG Assignments of Error #4 and #5; One Power Assignments of Error #1, #2, #3, and #4)***

{¶ 56} OMAEG (Assignments of Error #4, #5) and One Power (Assignments of Error # 1, 2, 3, and 4) raise nearly identical arguments to their joint request for certification of an interlocutory appeal filed on December 9, 2024 and One Power's motion to dismiss filed on August 5, 2024. OMAEG posits that if the Application was deemed not to be for an increase of rates, the only reason that a hearing should have been set is because "the proposals in the application appear 'unjust or unreasonable.'" And as a result, the mandatory notice requirement set forth in R.C. 4909.18 would still apply. Alternatively, OMAEG and One Power insist that if the Application was deemed to be for an increase in rates, then the Commission was required to set the matter for hearing and the mandatory notice requirement still applies. One Power also argues that rehearing is necessary because the Commission mischaracterized Schedule DCT as a new service for customers that are not new to AEP Ohio and failed to evaluate the significant financial obligations imposed by the Application and 10/23 Stipulation, which evades mandatory procedural safeguards of R.C. 4909.18 and R.C. 4909.19. DCC, in its fourth assignment of error, also contends that the Order improperly denied One Power's motion to dismiss and incorrectly concluded that the

Application did not propose an increase in charges pursuant to R.C. 4909.18. (OMAEG App. at 18; One Power App. at 13; DCC App. at 17-21.)

{¶ 57} The Company rejects One Power and OMAEG's arguments and indicates that these arguments have been entirely addressed by the Commission already. Moreover, AEP Ohio emphasizes that this case has been widely publicized in the media and attracted intervention from diverse parties. The Company further highlights that the Commission has already denied One Power's related motion to dismiss based on the rationale that the Application was subject to R.C. 4909.18 notice requirements. AEP Ohio opines that the evidentiary hearing in this case was set based on the Commission's discretion and not because it was making a determination that the Application could be deemed unjust or unreasonable. AEP Ohio insists that OMAEG and One Power also disregard the doctrine of substantial compliance, which supports the Commission's directive to the Company to serve notice for a local hearing inviting interested stakeholder comments. The Company believes that OMAEG and One Power's notice-related assertions are unpersuasive, because they suffered no prejudice in this proceeding, that the case was widely publicized, and the Commission provided supplemental notice of the proceeding. (AEP Ohio Memo Contra at 41-44.)

{¶ 58} The Commission finds that the above-described assignments of error offer no additional support for these same arguments raised by One Power and OMAEG. The Commission and ALJs have spoken on these issues in several instances, including during the evidentiary hearing and in the Order itself. Order at ¶¶ 21-25; Tr. Vol I at 37; Entry (Sept. 2, 2025). As such, this Commission has thoroughly considered One Power and OMAEG's contentions that the Application was for an increase in rates and subject to the notice requirements under R.C. 4909.18. However, we affirm our previous holdings that the Application was not for an increase in rates and that the evidentiary hearing was held, at the Commission's discretion, for this novel proposed tariff in the state of Ohio. The Commission denies these assignments of error and upholds its determination that this Application, as an application not for an increase in rates, was consistent with the

requirements of R.C. 4909.18, and that no party was prejudiced by the notice, filings, and hearing dates set during this proceeding. As noted in the September 2, 2025 Entry, generalized claims of harm are not enough. Entry (Sept. 2, 2025) at ¶ 10, citing *In re the Application of Ohio Power Co., for Authority to Establish a Std. Service Offer Pursuant to R.C. 4928.143, in the Form of an Elec. Security Plan*, Slip Opinion No. 2025-Ohio-3034, at ¶¶ 16-18, citing *In re Complaint of Buckeye Energy Brokers, Inc. v. Palmer Energy Co.*, 2014-Ohio-1532, ¶ 23-24.

{¶ 59} OMAEG's last assignment of error (Assignment of Error #6) pertains to the ALJs' rulings that limited OMAEG's cross-examination of AEP Ohio witness Ali and McKenzie. OMAEG reiterates its arguments from its initial and reply briefs, while also stating that the Commission's decision to uphold the ALJs' rulings is not properly supported in violation of R.C. 4903.09. Particularly, OMAEG believes that the Commission upheld the ALJs' decisions to terminate certain lines of questioning without relying on record evidence and is thus unjust, unreasonable, and unlawful. OMAEG maintains its position that the ALJs' rulings denied the Commission a full review and examination of facts and key matters to this case's disposition. (OMAEG App. at 23-24; Order at ¶ 26.)

{¶ 60} AEP Ohio argues that the Commission has already affirmed the ALJs' discretion regarding their decisions to terminate certain lines of cross-examination during the evidentiary hearing. The Company points out that there is Commission precedent which consistently supports the fact that ALJs may limit lines of questioning within their broad discretion, citing to *In re Ohio Power Co.*, Case No. 18-1004-EL-RDR, et al., Opinion and Order (Aug. 21, 2024) at ¶45-46. The Company repeats its arguments from briefs, stating that the ALJs properly curtailed OMAEG's cross-examination of witness Ali due to the duplicative nature of the questioning and of witness McKenzie, as he was unfamiliar with, and unable to authenticate, the document OMAEG's counsel sought to use during questioning. The Company accordingly believes that the Commission properly considered OMAEG's concerns over the ALJs' rulings during hearing. (AEP Ohio Memo Contra at 44-47; Order at ¶ 27.)

{¶ 61} Regarding OMAEG's repeated effort to overturn the ALJs' rulings regarding the limiting of Mr. Ali and Mr. McKenzie's cross-examination, the Commission finds that OMAEG raises no new arguments that were not already considered and ruled upon by the Commission and, therefore, this assignment of error shall be denied. *See* Order at ¶¶ 28-31; *see also Duke Reconciliation Rider Review, Second Entry on Rehearing* (Aug. 21, 2024) at ¶ 27. Further, OMAEG has demonstrated no prejudice, especially when considering the ample latitude afforded to it during its extensive cross-examination of both witnesses.

#### IV. CONCLUSION

{¶ 62} The Commission has reviewed and considered all claims and arguments contained in the applications for rehearing filed by DCC, OMAEG, One Power, ADS, and OBC. The Commission finds that several arguments are nearly identical to those raised in post-hearing briefing and that the applications for rehearing do not identify any error demonstrating that our prior consideration of this matter was inadequate, against the manifest weight of the evidence, or otherwise unlawful and unreasonable. Accordingly, as to each of the claimed errors, we affirm the determinations made in the Order and deny each assignment of error.

#### V. ORDER

{¶ 63} It is, therefore,

{¶ 64} ORDERED, That applications for rehearing filed by DCC, OMAEG, One Power, ADS, and OBC be denied.

{¶ 65} ORDERED, That a copy of this Entry on Rehearing be served upon all interested persons and parties of record.

**COMMISSIONERS:**

*Approving:*

Jenifer French, Chair  
Daniel R. Conway  
Lawrence K. Friedeman  
Dennis P. Deters  
John D. Williams

IMM/DMH/ZTC/dmh

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Summary: Entry on Rehearing denying the applications for rehearing filed by the Data Center Coalition, The Ohio Blockchain Council, Ohio Manufacturers' Association Energy Group, One Power Company, and Amazon Data Services, Inc. electronically filed by Ms. Mary E. Fischer on behalf of Public Utilities Commission of Ohio.