April 1, 2011

The Honorable Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426

Re: FirstEnergy Service Company
Docket No. ER____________
Interconnection Agreement Among City of Cleveland, Ohio,
Department of Public Utilities and American Transmission Systems,
Incorporated

Pursuant to Section 205 of the Federal Power Act, FirstEnergy Service Company ("FirstEnergy"), on behalf of its affiliate American Transmission Systems, Incorporated ("ATSI"), submits an Interconnection Agreement Among City of Cleveland, Ohio, Department of Public Utilities ("CPP") and ATSI (the "Agreement"). FirstEnergy requests that the Commission accept the Agreement without modification, condition or suspension. Also, it requests an effective date of June 1, 2011 for the Agreement, which has been designated as Original Service Agreement No. 2854 under the PJM Open Access Transmission Tariff ("PJM OATT").

I. Background

On August 17, 2009, ATSI submitted a filing with the Commission requesting that the Commission approve ATSI’s integration into PJM effective June 1, 2011. On December 17, 2009, the Commission approved ATSI’s request. ATSI is on schedule to integrate into PJM effective June 1, 2011. As part of ATSI’s integration into PJM, the Agreement will establish the rates, terms and conditions for interconnection service to CPP in PJM.

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1. 16 U.S.C. § 824d.
2. Pursuant to Order No. 714, this filing is submitted by PJM on behalf of FirstEnergy as part of an XML filing package that conforms with the Commission’s regulations. PJM has agreed to make all filings on behalf of the PJM Transmission Owners in order to retain administrative control over the PJM Tariff. Thus, FirstEnergy has requested that PJM submit the Agreement in the eTariff system as part of PJM’s electronic Service Agreements Tariff.
CPP is a municipal electric system within the City of Cleveland, Ohio. ATSI is a subsidiary of FirstEnergy Corp. that owns and operates certain electric facilities used for the transmission and distribution of wholesale electric energy. CPP and ATSI are parties to Service Agreement No. 2190 under the Midwest ISO ASM Tariff, which was filed with the Commission in Docket No. ER10-1225. Service Agreement No. 2190 contains rates, terms and conditions for the interconnection of CPP to ATSI’s transmission facilities. In light of ATSI’s integration into PJM, it is necessary to terminate and supersede Midwest ISO Service Agreement No. 2190 and replace it with a new service agreement under the PJM OATT.

II. Description of Filing

It is important to note that the Agreement is structured to permit CPP to obtain service that is identical to the service that CPP currently takes, subject to minor implementing changes that reflect the move into PJM. Moreover, the Agreement will not change the rates that CPP currently pays for service as the Agreement contains the same rates, terms and conditions for service as Midwest ISO Service Agreement No. 2190. In addition, ATSI has added one new Schedule to the Agreement. New Service Schedule 1 addresses the parties’ respective RTO obligations, and provides that, except as specifically agreed, neither party shall have any obligation to assist the other party in meeting its RTO obligations as required pursuant to the PJM OATT and the Agreement. It further provides that ATSI shall cooperate with PJM and CPP to the extent necessary and appropriate to ensure that data is available to PJM for CPP’s hourly energy assignment and peak load contributions for use in calculating CPP’s transmission charges and generation capacity obligations.

III. Additional Information

A. Proposed Effective Date and Request for Order.

FirstEnergy requests an effective date of June 1, 2011 for the Agreement.

B. Communications

Please place the names of the following persons on the official service list established by the Secretary in this proceeding:

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5 Under the Agreement, the term “Midwest ISO” refers to the Midwest ISO “or any other RTO having operational control over the ATSI transmission system.” Recital 0.13. As of the effective date of the Agreement, PJM shall be the RTO with operational control over the ATSI transmission system.
6 FirstEnergy requests waiver of 18 CFR § 385.2010(i) to the extent necessary to include more than two names on the official service list.
For FirstEnergy

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C. List of Documents Submitted With Filing

1. This filing letter;
2. Original Service Agreement No. 2854 under the PJM OATT (Attachment A); and
3. Signature pages in pdf format (Attachment B).

D. Additional 35.13 Filing Requirements

Information Required Under 18 CFR § 35.13 and Requests for Waiver
Because, as demonstrated herein, this filing does not result in a rate increase, the filing requirements of 18 CFR §§ 35.13(b) and 35.13(c) apply.\(^7\)

18 CFR § 35.13(b) Requirements

1. A list of documents submitted with the filing: See Section III.C.

2. The date on which the utility proposes to make the rate filing effective: June 1, 2011.

3. The names and addresses of persons to whom a copy of this filing has been posted: Copies of this filing have been served electronically on CPP and regulators in Ohio and Pennsylvania. In accordance with the Commission’s regulations,\(^8\) PJM will post a copy of this filing to the FERC filings section of its internet site, located at the following link: [http://www.pjm.com/documents/ferc-manuals/ferc-filings.aspx](http://www.pjm.com/documents/ferc-manuals/ferc-filings.aspx) with a specific link to the newly-filed document, and will send an e-mail on the same date as this filing to all PJM Members and all state utility regulatory commissions in the PJM Region alerting them that this filing has been made by PJM and is available by following such link. If the document is not immediately available by using the referenced link, the document will be available through the referenced link within 24 hours of the filing. Also, a copy of this filing will be available on the FERC’s eLibrary website located at the following link: [http://www.ferc.gov/docs-filing/elibrary.asp](http://www.ferc.gov/docs-filing/elibrary.asp) in accordance with the Commission’s regulations and Order No. 714.

4. A brief description of the rate change: See Section II.

5. A statement of the reasons for the rate change: See Sections I and II.

6. A showing that all requisite agreement to the rate change, or to the filing of the rate change, including any agreement required by contract, has in fact been obtained: No agreement to the rate change, or to the filing of the rate change, is required.

7. A statement showing any expenses or costs that have been alleged or judged in any administrative or judicial proceeding to be illegal, duplicative, or unnecessary costs that are demonstrably the product of discriminatory employment practices: No such expenses or costs exist.

18 CFR § 35.13(c) Requirements

1. A table or statement comparing sales and services and revenues: This filing will not change the rates that CPP currently pays for service.

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\(^7\) See 18 CFR § 35.13(a)(2)(iii).

\(^8\) See 18C.F.R §§ 35.2(e) and 385.2010(f)(3).
2. A comparison of the rate change and the utility's other rates for similar wholesale for resale and transmission services: Not applicable.

3. If any specifically assignable facilities have been or will be installed or modified in order to supply service under the rate change, an appropriate map or sketch and single line diagram showing the additions or changes to be made: Not applicable. No assignable facilities have been or will be installed or modified in order to supply service under the rate change.

Finally, the information submitted with this filing substantially complies with the requirements of Part 35 of the Commission's rules and regulations applicable to filings of this type. FirstEnergy requests a waiver of any applicable requirement of Part 35 for which a waiver is not specifically requested, if necessary, in order to permit this filing to become effective as proposed.

Please contact the undersigned if you have any questions.

Respectfully submitted,

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Attorneys for FirstEnergy Service Company

On behalf of the American Transmission Systems, Incorporated
INTERCONNECTION AGREEMENT

Among

CITY OF CLEVELAND, OHIO
DEPARTMENT OF PUBLIC UTILITIES

And

AMERICAN TRANSMISSION SYSTEMS, INCORPORATED

And

PJM INTERCONNECTION, L.L.C.
(As the RTO having operational control over the ATSI transmission system)
INTERCONNECTION AGREEMENT

Among

CITY OF CLEVELAND, OHIO DEPARTMENT OF PUBLIC UTILITIES,

AMERICAN TRANSMISSION SYSTEMS, INCORPORATED

And

THE MIDWEST INDEPENDENT TRANSMISSION SYSTEM OPERATOR, INC.

July 1, 2010
CONTENTS

THIS INTERCONNECTION AGREEMENT (this “Agreement”) is made and entered into as of this 11th day of May, 2010, among the City of Cleveland (Ohio) Department of Public Utilities (“CPP”), American Transmission Systems, Incorporated (“ATSI”), and the Midwest Independent Transmission System Operator, Inc. (the “Midwest ISO”); CPP and ATSI being sometimes herein referred to singularly as a “Party” or collectively as the “Parties.” The term “Party” and “Parties” shall not include the Midwest ISO.

WITNESSETH:

0.1 WHEREAS, CPP is a municipal electric utility, owning and operating electric facilities for the transmission and distribution of electric power and energy in the City of Cleveland, Ohio (the “City”);

0.2 WHEREAS, Ohio Edison Company (“OE”) is an Ohio corporation, owning and operating electric facilities in the State of Ohio;

0.3 WHEREAS, The Cleveland Electric Illuminating Company (“CEI”) is an Ohio corporation, owning and operating electric facilities in the State of Ohio;

0.4 WHEREAS, The Toledo Edison Company (“TE”) is an Ohio corporation, owning and operating electric facilities in the State of Ohio;

0.5 WHEREAS, ATSI is an Ohio corporation, which owns and operates certain transmission facilities transferred in 2000, that were previously owned by OE, CEI, and TE and which has assumed responsibility for performance of certain existing transmission interconnection agreements of said companies;

0.6 WHEREAS, OE, CEI, TE, and ATSI are each wholly-owned subsidiaries of FirstEnergy Corp. (“FirstEnergy”), a public utility holding company established in 1997;

0.7 WHEREAS, CPP and CEI have entered into The CEI-Cleveland Agreement for Installation and Operation of 138 kV Synchronous Interconnection, dated April 17, 1975, as subsequently modified through the date hereof (the “CEI-CPP Agreement”); pursuant to which the transmission systems of CPP and CEI were interconnected and operated in parallel through certain interconnection facilities;

0.8 WHEREAS, as a result of the transfer to ATSI of transmission facilities originally owned by CEI, ATSI now owns the transmission facilities interconnected to the CPP transmission system;
WHEREAS, FirstEnergy and the City wish to terminate the CEI-CPP Agreement and CEI’s FERC Electric Tariff, First Revised Volume No. 1, and to set the terms and conditions upon which they may continue the interconnected operation of their respective transmission systems, pursuant to the provisions of this Agreement;

WHEREAS, certain ATSI facilities (including conductors, circuit breakers, switches, transformers and other associated equipment used to control the transfer of energy from one place to another) (the “ATSI transmission system”) are under the functional control of a Regional Transmission Organization (“RTO”);

WHEREAS, ATSI is a transmission owner, and transmission and ancillary services for customers connected to the ATSI system are provided pursuant to the Midwest ISO’s Open Access Transmission, Energy and Operating Reserve Markets Tariff (the “Tariff”), or succeeding RTO tariffs;

WHEREAS, CPP is a load serving entity, transmission customer, and market participant under the Tariff, which enables CPP to arrange transmission service and participate in day-ahead and real-time energy markets operated by the Midwest ISO pursuant to the Tariff;

WHEREAS, the Federal Energy Regulatory Commission (“FERC”) has required the Midwest ISO to be a signatory to this Agreement solely for the purpose of ensuring that the Midwest ISO is kept fully apprised of the matters addressed herein and so that the Midwest ISO may be kept aware of any reliability and planning issues that may arise. This Agreement does not provide for transmission or ancillary services. Throughout this Agreement “Midwest ISO” refers to the Midwest ISO or any other RTO having operational control over the ATSI transmission system.

WHEREAS, by and through the enactment of Ordinance No. 826-07, lawfully adopted by the City of Cleveland City Council on June 4, 2007, CPP has been authorized to enter into this Agreement on behalf of the City of Cleveland.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein set forth, the Parties hereto agree as follows:

ARTICLE 1 – INTERCONNECTED OPERATION

Interconnected Parties

The CPP transmission system and the ATSI transmission system are interconnected at the points (“Interconnection Points”) specified and described in Appendix I to this Agreement, which is incorporated by reference herein. The Parties may, from time to time, by mutual agreement in accordance with interconnection requirements of the FERC or Midwest ISO, add one or more additional Interconnection Points or discontinue or modify one or more existing Interconnection Points, and shall amend Appendix I to
reflect same. In furtherance thereof, the Parties shall, during the term of the Agreement, continue in service the transmission lines and related facilities essential to maintain the Interconnection Points required under this Agreement.

**ARTICLE 2 – SERVICE CONDITIONS**

2.1 **Services Provided**

The purpose of this Agreement, among other things, is to address the services provided by each Party in the interconnected operation of the CPP and ATSI transmission systems. For purposes of this Agreement, transmission systems shall be defined as those facilities that are 100 kV or greater. As applicable to this Agreement, each Party agrees to perform its obligations arising from its registration with NERC, and to do so in accordance with Good Utility Practice as defined in Section 2.9 hereof. The Parties may, from time to time, desire and agree to provide additional services to one another, and in such case, will set forth the terms and conditions of such additional service in service schedule(s) to be attached hereto. The Parties will obtain any necessary regulatory approvals prior to the service schedule(s) becoming effective.

2.2 **Service Schedules**

Service schedules may be added or modified by consent of the Parties, subject to the provisions of Section 2.1 hereof, or to comply with any requirements of the Midwest ISO. Any service schedule herewith may be cancelled upon one-year’s written notice given by either Party, provided, however, that unless otherwise expressly agreed and subject to the provisions of this Article 2, no such cancellation shall affect any particular transaction agreed to pursuant to any service schedule prior to the notice of cancellation of such schedule.

2.3 **Avoidance of Burdens and Control of System Disturbance**

Each Party shall have facilities or contractual arrangements adequate to serve its own load and shall exercise reasonable care to design, construct, maintain, and operate its transmission system, in accordance with Good Utility Practice and in accordance with the latest approved version of FirstEnergy’s Requirements for Transmission Connected Facilities. Each Party may install and operate on its transmission system such relays, disconnecting devices, and other equipment, as it may deem appropriate for the protection of its transmission system consistent with Good Utility Practice. The Parties shall maintain and operate their respective transmission systems so as to minimize, in accordance with Good Utility Practice, the likelihood of a disturbance originating in either transmission system which might cause impairment to the service of the other Party or of any transmission system interconnected with the transmission system of the other Party.

2.4 **Interruption of Service**
The interconnections provided under this Agreement, and any service being provided under this Agreement, may be interrupted or reduced upon such notice as is reasonable under the circumstances: (a) by operation of automatic equipment installed for power system protection; (b) after coordination with the Midwest ISO and the other Party, if practicable, when a Party deems it desirable for installation, maintenance, inspection, repairs or replacements of equipment; (c) as directed by the Midwest ISO in its capacity as NERC Reliability Coordinator; or (d) at any time that, in the sole judgment of the interrupting Party, such action is necessary to preserve the integrity of, or to prevent or limit any instability on, or to avoid or mitigate an unauthorized use on, its transmission system.

2.5 Control of Reactive Power Exchange

No Party shall be obligated to deliver or receive reactive power for the benefit of any other Party under this Agreement. The Parties will maintain voltage and load power factor requirements at the Interconnection Points in accordance with the latest approved version of FirstEnergy’s Requirements for Transmission Connected Facilities.

2.6 Control of Unscheduled Energy

The Parties shall take all steps necessary to minimize, to the extent practicable, deviations between actual and scheduled deliveries of electric power and energy between their systems. The Parties recognize, however, that despite their best efforts to prevent the same, unscheduled deliveries of electric energy from one Party to the other may occur. To the extent that such deviations occur, they will be managed and settled pursuant to the Tariff and the Midwest ISO business practices.

2.7 Transmission System Operation, Maintenance, and Planning

2.7.1 The Parties agree to operate, maintain, and plan their respective transmission systems, including the transmission equipment and facilities, in a manner consistent with Good Utility Practice, and in accordance with the latest approved version of FirstEnergy’s Requirements for Transmission Connected Facilities, at their cost, unless otherwise provided under a service schedule to this Agreement.

2.7.2 Each Party shall plan its respective system consistent with Good Utility Practice. Upon request, each Party shall share and provide transmission planning information in accordance with Good Utility Practice and applicable regulatory requirements, including Reliability Standards. The Parties will provide this information under such confidentiality arrangements as they deem reasonably necessary, consistent with Section 12.8.

2.7.3 Operating and maintenance procedures shall be coordinated between the relevant operating personnel of CPP and ATSI. All operating and maintenance
procedures between ATSI and CPP affecting transmission facilities shall be coordinated with the Midwest ISO.

2.7.4 In the event that a FirstEnergy generation affiliate intends to notify the Midwest ISO of its intent to decommission, place into extended reserve, or disconnect a generator affecting system reliability of CPP, ATSI will provide advance notice and supporting documentation to CPP on a confidential basis, and will discuss the impact of the action with CPP prior to providing notice to the Midwest ISO.

2.8 Energy Losses

The energy losses on the interconnected facilities shall be assigned to the appropriate Party based on the Tariff and Midwest ISO business practices.

2.9 Good Utility Practice

The term “Good Utility Practice” as used herein shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. “Good Utility Practice” is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods or acts generally accepted in the region. “Good Utility Practice” includes, but is not limited to, compliance with applicable NERC, RFC, Midwest ISO and National Electric Safety Code standards. RFC standards include any applicable legacy standards of the East Central Area Reliability Coordination Group (“ECAR”). These standards are referred to as “Reliability Standards” herein. Good Utility Practice includes compliance with the applicable tariffs and other applicable agreements among the Parties.

2.10 Emergency System Operations

Emergency and Emergency System Operations have the meaning used in the applicable tariffs. In order to maintain system integrity during an Emergency, the Parties shall follow the applicable procedures, including load shedding protocols, of the Midwest ISO and shall be compensated under the Tariff and the business practices of the Midwest ISO.

2.11 Assistance Relating to Compliance with Reliability Standards

Upon request, each Party (“Furnishing Party”) shall share and provide information in accordance with all applicable regulatory requirements, including Reliability Standards, to the other Party (“Requesting Party”). Solely by way of example and without limitation, the following actions are contemplated:
a. sharing information and coordinating with the Requesting Party on matters relating to the design, operation and performance of existing or new system elements that may affect the operations of the Requesting Party’s transmission system;

b. retaining records, and allowing the Requesting Party access to such records, to the extent necessary to assist the Requesting Party in documenting its compliance with applicable Reliability Standards;

c. coordinating with the Requesting Party on the development of operating guides, protection schemes, relay and breaker settings, communication and telemetering protocols, and other systems and methods intended to protect the reliability of the Parties’ respective transmission systems and of the Bulk Electric System;

d. coordinating with the Requesting Party on the development of system operation emergency plans and system restoration plans;

e. providing the Requesting Party with copies of the Furnishing Party’s system operation emergency plans and system restoration plans;

f. providing access to models, studies, projections, estimates, analyses and underlying data in the possession of the Furnishing Party that are reasonably required by the Requesting Party to perform planning, operational, emergency, and/or system restoration studies required under applicable Reliability Standards; and

g. coordinating and cooperating in any and all such other respects as may promote the reliability of the Parties’ respective transmission systems and the overall reliability of the Bulk Electric System.

h. In each case, the Requesting Party will pay the Furnishing Party its reasonable costs of assisting the Requesting Party; provided, however, that nothing in this Agreement shall impose any obligation or liability on the Furnishing Party regarding the Requesting Party’s compliance, or non-compliance, with the Reliability Standards.

ARTICLE 3 – INTERCONNECTION POINTS, METERING POINTS AND DATA ACQUISITION SYSTEM EQUIPMENT

3.1 Interconnection Points

All electric energy delivered under this Agreement shall be of the character commonly known as three-phase 60 Hz energy and shall be delivered at the Interconnection Points specified in Appendix I of this Agreement at voltages also specified in Appendix I.

3.2 Metering and Data Acquisition System Equipment

Measurement of electric energy for the purposes of determining load, effecting settlements, and monitoring and telemetering of power flows under this Agreement shall
be made by standard types of metering and data acquisition system (“DAS”) equipment installed and maintained by the owner consistent with provisions of Appendix II and Appendix III of this Agreement. Any aspects of metering and DAS equipment not specifically provided for by this Agreement will be referred to the Operating Committee.

ARTICLE 4 – RECORDS

4.1 Copies of Records

Each Party shall provide to a requesting Party copies of records maintained in accordance with the FERC’s record retention requirements to the extent such records document any transactions that have occurred under this Agreement.

ARTICLE 5 – INVOICING AND PAYMENT

5.1 Purpose of Invoicing

For the purpose of this Agreement, any billings that occur shall address either the establishment of any new Interconnection Points, Service Schedules adopted under Article 2, actions pursuant to Section 2.11, or the modification, operation, or maintenance of any existing Interconnection Points between the Parties. It is contemplated that construction agreements will be developed to address the construction of any new Interconnection Points, and the agreements will be filed with the FERC.

5.2 Timeliness of Payment

Unless otherwise agreed upon, all bills, if any, under this Agreement shall be rendered as soon as practicable in the month following the calendar month in which expenses were incurred and shall be due and payable, unless otherwise agreed upon, within thirty (30) days of receipt of such invoices. Payment to the payee shall be made by electronic transfer or such other means as shall cause such payment to be available for the use of the payee. Interest on unpaid amounts shall accrue daily at the then current prime interest rate (the base corporate loan interest rate) published in the Wall Street Journal, or, if no longer so published, in any mutually agreeable publication, plus 2% per annum, but will in no event exceed the maximum interest rate allowed pursuant to Ohio law, and shall be payable from the due date of such unpaid amount and until the date paid.

5.3 Disputed Invoices

All invoices (whether or not disputed) shall be paid in full under the conditions specified in Article 5.2 of this Agreement. Disputes will be submitted for settlement under the procedures specified under Article 8.

5.4 Invoice Adjustments
Other than as required by law, regulatory action or metering test adjustments, invoice adjustments shall be made within six (6) months of the rendition of the initial invoice.

5.5  **Tax Reimbursement**

It is expressly agreed by the Parties that, as part of any compensation to be paid under this Agreement, if any, during the term hereof there should be levied and/or assessed against either Party any direct tax, including, but not limited to sales, excise or similar taxes (other than taxes based on or measured by net income), by any taxing authority on the power and/or energy manufactured, generated, produced, converted, sold, purchased, transmitted, interchanged, exchanged, exported or imported by the supplying Party to the other Party, such supplying Party shall be fully compensated by the other Party for such direct taxes.

Upon the timely request by (and at the sole expense of) the other Party, the supplying Party shall appeal, protest, seek abatement or, or otherwise contest any tax imposed by any taxing authority for which the other Party may be required to reimburse the supplying Party. The other Party shall pay to the supplying Party on a periodic basis, as invoiced by the supplying Party, the documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Both Parties shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by the other Party to the supplying Party for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, the other Party will be responsible for all taxes, interest, and penalties, other than any penalties attributable to any delay caused by the supplying Party.

5.6  **Contribution In-Aid of Construction**

The Parties intend that all costs paid by a Party to the other Party, for the establishment, discontinuance or modification of an Interconnection Point, shall be non-taxable contributions to capital, and shall not be taxable as contributions in-aid of construction (“CIAC”). This presumption notwithstanding, in the event federal or state income taxes are imposed upon the Party with respect to such payments paid by the other Party as a CIAC by the Internal Revenue Service (“IRS”) and/or a state department of revenue (“State”), the Party paying the CIAC shall also reimburse the other Party for the tax effect of such CIAC computed in accordance with FERC rules and including any interest and penalty charged to the Party by the IRS and/or State.

**ARTICLE 6 – OPERATING COMMITTEE**

6.1  **Operating Committee**
Each Party shall appoint one representative from senior management and one alternate to the Operating Committee and shall designate, in writing, said appointments to the other Party. Such representative and alternate shall be persons familiar with the transmission facilities of the Party they represent and shall be fully authorized to perform the principal duties listed below. The Operating Committee shall meet at least semi-annually to discuss planned modifications of the Parties’ transmission systems, and any additional matters affecting the transmission of electricity between the Parties. Sub-committees may be formed to discuss specific matters. The lead representative of either Party may call a special meeting of the Operating Committee whenever it is believed by that Party that a matter to be discussed should be addressed before the next general meeting. Operating Committee meetings and attendees shall be coordinated with other committees between the Parties that may be established to address electric service for and within the City of Cleveland, Ohio using facilities below 100 kV.

6.2 **Duties of the Operating Committee**

The principal duties of the Operating Committee shall be as follows:

a. to discuss and coordinate operating and control procedures;

b. to discuss and coordinate procedures to be followed during Emergency System Conditions to ensure system integrity;

c. to discuss accounting and billing procedures and disputes;

d. to assure that each Party has the information it needs to design and plan for system requirements properly and meet applicable regulatory requirements and Reliability Standards;

e. to facilitate the Parties’ cooperation and satisfaction of the requirements specified in Section 2.11;

f. to perform those duties which this Agreement requires to be done by the Operating Committee, and such other duties as may be required for the proper functioning of this Agreement.

6.3 **Limitations on Operating Committee Duties**

The Operating Committee shall not amend or modify any of the terms or conditions of this Agreement, except as provided for in Appendices II and III.

6.4 **Operating Committee Disputes**

If the Operating Committee is unable to agree on any matter coming under its jurisdiction within 30 days after it is presented, that matter shall be submitted for settlement under the procedures specified in Article 8 of this Agreement.

**ARTICLE 7 – FINANCIAL RESPONSIBILITY**
7.1 Allocation of Responsibility

Except to the extent otherwise required by law, CPP agrees to be responsible for any and all liability, loss, claim, judgment, demand, cost or expense (including attorneys’ fees), for damage or injury to person(s) or property, or death of any person(s) (each a “Covered Claim”), in any manner directly or indirectly arising from or contributed to by the provision of service or the construction of facilities under this Agreement, except where the Covered Claim is shown to have been caused by the sole negligence or willful misconduct of ATSI, its employees, or any of its contractors or suppliers. ATSI agrees to provide CPP with notice of any claim made against ATSI for which CPP may be responsible under this paragraph 7.1.

Except to the extent otherwise required by law, ATSI agrees to be responsible for any and all liability, loss, claim, judgment, demand, cost or expense (including attorneys’ fees), for damage or injury to person(s) or property, or death of any person(s) (each a “Covered Claim”), in any manner directly or indirectly arising from or contributed to by the provision of service or the construction of facilities under this Agreement, except where the Covered Claim is shown to have been caused by the sole negligence or willful misconduct of CPP, its employees, or any of its contractors or suppliers. CPP agrees to provide ATSI with notice of any claim made against CPP for which ATSI may be responsible under this paragraph 7.1.

To the extent that CPP and ATSI are jointly liable for a Covered Claim, then liability for such Covered Claim shall be allocated between the Parties in accordance with applicable laws of comparative fault or joint liability in effect at the time liability under a Covered Claim arises. Nothing contained in this paragraph 7.1 shall commit ATSI or CPP to a financial obligation to the extent inconsistent with the certification requirements of Ohio Revised Code Section 5705.41.

7.2 Consequential Damages

No Party nor any of its affiliates, members, shareholders, officers, directors, employees, agents, successors or assigns shall be liable under this Agreement, whether in contract, tort (including negligence and strict liability) or otherwise, to the other Party or any of its affiliates, members, shareholders, officers, directors, employees, agents, successors or assigns for incidental, punitive, special, indirect, multiple, exemplary or consequential damages (including without limitation attorneys’ fees, litigation costs, lost profits or revenues, or loss of good will) connected with or resulting from performance or non-performance of this Agreement.

ARTICLE 8 – ARBITRATION
8.1 Submission to Arbitration

No dispute arising under this Agreement may be submitted to arbitration unless the Parties have made a good faith attempt to resolve such dispute by referral to the Operating Committee. The Operating Committee will seek to resolve the dispute within 30 days unless otherwise agreed by the Parties. In the event the dispute is not resolved by the Operating Committee, the dispute may, if both Parties agree, be submitted to binding arbitration in the manner hereinafter provided. Arbitration is limited to disputes between the Parties with respect to (1) any matter herein specifically made subject to arbitration, (2) any question of operating practice involved in performance of this Agreement, (3) any question of fact involved in the application of provisions of this Agreement, or (4) the interpretation of any provision of this Agreement. In the event the matter is not submitted to binding arbitration, either Party may invoke other dispute resolution procedures to the full extent permitted by law.

8.2 Appointment of Arbitrators

In the event that the Parties determine that a disagreement should be resolved through binding arbitration, the Parties shall set forth in writing the subject or subjects to be arbitrated, and the Parties thereupon shall endeavor to agree upon and appoint one person to act as sole arbitrator. If the Parties fail to agree on an arbitrator within a period of fifteen (15) business days from the receipt of the original notice, either Party may call for appointment of a board of arbitrators skilled with respect to matters of the character involved in the disagreement, naming one arbitrator in such notice. The other Party shall, within ten (10) business days after the receipt of such call, appoint a second arbitrator, and the two arbitrators so appointed shall choose and appoint a third arbitrator. In case such other Party fails to appoint an arbitrator within said ten (10) business days, or in case the two so appointed fail for ten (10) business days to agree upon and appoint a third, the Party calling for the arbitration, upon five (5) business days’ written notice delivered to the other Party, shall apply to the person who at the time shall be the most senior Judge of a United States District Court having jurisdiction for appointment of the second or third arbitrator, as the case may be.

8.3 Arbitration

The sole arbitrator, or the board of arbitrators, shall afford adequate opportunity to the Parties to present information with respect to the question or questions submitted for arbitration and may request further information from either or both Parties. The findings and award of the sole arbitrator or of a majority of the board of arbitrators shall be final and conclusive with respect to the question or questions submitted for arbitration and shall be binding upon the Parties, and may be challenged only in the manner and to the extent permitted by Ohio law. If there is a single arbitrator, the Parties shall split evenly the costs of a single arbitrator, unless the award shall specify a different division of the costs. If there is a board of arbitrators, each Party shall pay for the services and expenses of the arbitrator appointed on its behalf, and they shall split evenly the costs of the neutral
arbitrator, unless the award shall specify a different division of the costs. All other costs incurred in connection with the arbitration shall be paid by the Party incurring them.

ARTICLE 9 – TERM AND TERMINATION OF AGREEMENT

9.1 Effective Date, Terms and Termination

This Agreement shall be effective as of the date first written above, or such later date as the last necessary regulatory approval hereof shall be obtained (unless an earlier date is specified by the regulatory authority having jurisdiction), and shall remain in effect until the date falling on the tenth (10th) anniversary of the date hereof (the “Initial Term”). The Agreement will remain in effect thereafter for successive twelve (12) month periods (“Renewal Terms”) unless it is terminated pursuant to Section 9.2.

9.2 Notice of Termination

Either Party may terminate this Agreement after the Initial Term or the end of a Renewal Term by providing to the other Party at least twelve (12) month’s advance written notice of its intent to terminate this Agreement.

9.3 Other Permitted Termination

Notwithstanding Sections 9.2 and 9.3, this Agreement may be terminated earlier (a) if the Parties mutually agree or (b) as otherwise expressly provided for in this Agreement.

ARTICLE 10 – REGULATORY AUTHORITIES

10.1 Regulatory Authorities

This Agreement is made subject to the jurisdiction of any governmental authority or authorities having jurisdiction over the Parties, the transmission systems of the Parties, this Agreement or the subject matter hereof. Nothing contained in this Agreement shall be construed as affecting in any way, the right of a Party furnishing service under this Agreement to unilaterally make application to FERC for a change in rates and charges under Section 205 of the Federal Power Act and pursuant to the FERC’s Rules and Regulations promulgated thereunder or any Party receiving service to file a complaint seeking changes in rates and charges under Section 206 of the Federal Power Act.

10.2 Adverse Regulatory Change

The Parties agree to jointly submit and support the filing of this Agreement with the FERC. Any changes or conditions imposed by the FERC or any other governmental authority with competent jurisdiction in connection with such submission or otherwise in respect of this Agreement, any of which are unacceptable to a Party after the Parties’ good faith attempt to negotiate a resolution to such objectionable change or condition, shall be cause for termination of this Agreement upon thirty (30) days’ prior written notice by the non-consenting Party to the other parties hereto.
ARTICLE 11 – PRIOR AGREEMENTS

11.1 Cancellation of Prior Agreements

When this Agreement becomes effective pursuant to Article 9 of this Agreement, this Agreement shall cancel and supersede the CEI-CPP Agreement in its entirety.

11.2 Effect on Other Documents

Following the date on which this Agreement becomes effective, CPP agrees that it will not oppose termination of CEI’s FERC Electric Tariff, First Revised Volume No. 1. CPP agrees to waive any notice provision and to support termination of the CEI-CPP Agreement. CPP also agrees that it will not oppose the termination and elimination of contracts listed as Contract Nos. 409, 410, and 415 from Attachment P of the Tariff.

ARTICLE 12 – GENERAL

12.1 Force Majeure

No Party shall be in default in respect to any obligation hereunder because of force majeure. The term force majeure means an event that creates an inability to fulfill an obligation under this Agreement that could not be prevented or overcome by the due diligence of the Party claiming force majeure. Such events include, but are not defined by or limited to, acts of God, strikes, lockouts, labor disputes, acts of a public enemy, acts of sabotage, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, fires, hurricanes, storms, tornadoes, floods, washouts, civil disturbances, explosions, accidents, or the binding order of any court, legislative body, or governmental authority, which has been resisted in good faith by all reasonable legal means. Failure to prevent or settle any strike or strikes shall not be considered to be a matter within the control of the Party claiming suspension. A Party unable to fulfill any obligation by reason of force majeure shall use diligence to remove such disability with appropriate dispatch.

12.2 Waivers

Any waiver at any time by either Party of its rights with respect to default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or matter. Any delay, short of the statutory period of limitation, in asserting or enforcing any right under this Agreement, shall not be deemed a waiver of such right.

12.3 Liability

12.3.1 Nothing in this Agreement shall be construed to create or give rise to any liability on the part of Midwest ISO, and the Parties expressly waive any claims that may arise against the Midwest ISO under this Agreement.
12.3.2 The Parties acknowledge and understand that the signatures of the authorized officer of Midwest ISO on this Agreement is for the limited purpose of acknowledging that representatives of the Midwest ISO have read the terms of this Agreement. The Parties and Midwest ISO further state that they understand that FERC desires that the Parties keep the Midwest ISO fully apprised of the matters addressed herein as well as any reliability and planning issues that may arise under this Agreement, and that the signature of the Midwest ISO officer shall not in any way be deemed to imply that the Midwest ISO is taking responsibility for the actions of any Party, that the Midwest ISO has any affirmative duties under this Agreement, or that Midwest ISO is liable in any way under this Agreement.

12.4 Written Notices

Notices and communication made pursuant to this Agreement shall be deemed to be properly given if delivered in writing, postage paid to the following:

If to ATSI: Manager, Agreements Support
FirstEnergy Service Company
76 South Main Street – 10th Floor
Akron, Ohio 44308

and

General Counsel
FirstEnergy Corp.
76 South Main Street
Akron, Ohio 44308

If to CPP: Director
Department of Public Utilities
City of Cleveland, Ohio
Carl B. Stokes Building
1201 Lakeside Avenue
Cleveland, Ohio 44114

and

If to Midwest ISO: General Counsel
Midwest ISO
PO Box 4202
720 City Center Drive
The above listed names and addresses of either Party or the Midwest ISO may be changed by written notification to the other Parties and the Midwest ISO.

12.5 Choice of Law

The validity and meaning of this Agreement shall be governed by and construed in accordance with federal law where applicable and, when not in conflict with or preempted by federal law, by the applicable laws of the State of Ohio.

12.6 Written Amendments

Except as provided in Section 10.1, no modification of the terms and provisions of this Agreement will be made or become effective except by written amendment executed by the Parties and accepted by FERC.

12.7 Counterparts

This Agreement may be executed in two or more counterparts and each such counterpart shall constitute one and the same instrument.

12.8 Confidentiality

Except as otherwise provided by law, no Party shall disclose to third parties (which term does not include attorneys and consultants, who shall be required to comply with this section) Confidential Information obtained from the other Party pursuant to this Agreement except in order to comply with the requirements of FERC, NERC, RFC, Midwest ISO, or other governmental authority. Each Party shall use reasonable efforts to prevent or limit the disclosure required to third parties under this section. For the purpose of this section, "Confidential Information" shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection or otherwise. Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and customer-specific load data that constitutes a trade secret. Confidential Information shall also include any other information that is provided and identified by a Party as Critical Energy Infrastructure Information, as that term is defined in 18 C.F.R. Section 388.113(c).

ARTICLE 13 – ASSIGNMENT

13.1 Assignment

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties. Successors and assigns of Midwest ISO shall become signatories
to this Agreement for the limited purpose described herein applicable to Midwest ISO. This Agreement shall not be assigned by any Party without the written consent of the other Parties, which consent shall not be unreasonably withheld or delayed, except to a successor to which substantially all of the business and assets of such Party shall be transferred or to an affiliate of the assigning Party for the purposes of a corporate restructuring.
IN WITNESS WHEREOF, the hands and seals of the Parties and the Midwest ISO hereto, four (4) copies, each to be considered an original, executed by their respective officers lawfully authorized so to do, this 11th day of May, 2010.

CITY OF CLEVELAND, OHIO
DEPARTMENT OF PUBLIC UTILITIES

By:_____________________________
Name:________________________
Title:_________________________

AMERICAN TRANSMISSION SYSTEMS, INCORPORATED

By:_____________________________
Name:________________________
Title:_________________________

The signature below of the authorized officer of each of the Midwest ISO is for the limited purpose of acknowledging that an authorized officer of the Midwest ISO has read this Agreement as of this 11th day of May, 2010.

MIDWEST INDEPENDENT TRANSMISSION SYSTEM OPERATOR, INC.

By:_____________________________
Name:________________________
Title:_________________________
APPENDIX I
INTERCONNECTION POINTS

1.1 The following are existing Interconnection Points as of the date of this Agreement:

1.1.1 The point hereby designated and hereinafter called “Lake Road Interconnection Point.” (see Figure 1).

1.1.2 The point hereby designated and hereinafter called “Ridge Road Interconnection Point.” (see Figure 2).

1.1.3 The point hereby designated and hereinafter called “Nottingham Interconnection Point.” (see Figure 3).

1.1.4 The point hereby designated and hereinafter called “Holton Interconnection Point.” (see Figure 4).
APPENDIX I - FIGURE 3

FE - CPP INTERCONNECTION POINT
FE NOTTINGHAM - CPP NOTTINGHAM
APPENDIX II
METERING AND METERING POINTS

1.1 Metering Points

Electric power and energy supplied and delivered under this Agreement shall be measured by suitable metering equipment as described below. The location of the meter shall be called the Metering Point.

1.1.1 Metering Ownership

CPP shall, at its sole cost, install, own, operate and maintain or cause to be installed, owned, operated and maintained by, as the case may be, metering equipment that meets the standards described in the latest approved version of FirstEnergy’s Requirements for Transmission Connected Facilities.

1.2 Metering Equipment

Suitable and reliable metering equipment shall be installed to measure power flows at each of the existing and future Interconnection Points and shall include potential and current transformers, revenue meters, test switches and such other equipment as may be needed. The metering design and functionality established by this Appendix II shall serve as a guideline for all new metering installations including any modification, addition or upgrade to any of the existing metering equipment after the date of this Agreement. As such, the Parties shall have the option to deviate from this metering design and functionality guideline without penalty, with other Party’s consent and agreement, which should not be unreasonably withheld.

1.2.1 General Requirements

All metering quantities shall be measured at the Interconnection Point and metering accuracy shall meet the required ANSI and Midwest ISO standards. Based upon mutual agreement between the Parties, metering can be installed at a location different from the Interconnection Point. However, measured metering quantities shall be compensated to the Interconnection Point. The Parties shall exercise commercially reasonable efforts to avoid such compensating metering installations. All reasonable costs for meter changes or meter upgrades requested by a Party shall be borne by the requesting Party, unless agreed otherwise.

1.2.2 Industry Standard Requirements

At least (N-1) metering elements will be used to measure all real and reactive power crossing the Interconnection Points, where N is the number of wires in service including the ground wire. The revenue quality metering package (consisting of instrument transformers, meters, sockets, and test switches) shall be
installed, calibrated, and tested (at the requesting Party’s expense) in accordance with the latest approved version of (but not limited to) FirstEnergy’s Requirements for Transmission Connected Facilities.

To the extent that the above requirement conflicts with the Reliability Standards, manuals, or guidelines of NERC, RFC, or legacy standards of ECAR regarding interchange metering and transactions, the Reliability Standards, manuals, and guidelines of such organization shall control.

1.2.3 Metering Equipment Maintenance and Testing

Upon installation and unless otherwise specified, the revenue meters shall be inspected and tested in accordance with the latest applicable ANSI Standards and at least once every two (2) years, or at any other mutually agreed frequency thereafter. More frequent meter tests can be performed at the request of any Party, and the test will be performed at the requesting Party’s expense if the meter is found to be within the established ANSI tolerances. If the meter is found not to be within the established ANSI tolerances, the test will be performed at the meter owner’s expense. The Party that owns the metering shall inform the other Party with at least (3) three weeks advance notice or more, of impending metering tests, and invite the other Party to attend and witness the tests.

The accuracy of the revenue meter shall be maintained at two tenths of one percent (0.2%) accuracy or better, and the meter test shall require a meter standard with accuracy traceable to the National Institute of Standards and Technology (“NIST”).

If at any test of metering equipment an inaccuracy shall be disclosed exceeding two percent (2%), the account between the Parties for service theretofore delivered shall be adjusted to correct for the inaccuracy disclosed over the shorter of the following two periods: (1) for the 30-day period immediately preceding the day of the test, or (2) for the period that such inaccuracy may be determined to have existed.

The Party that owns the metering equipment shall maintain records that demonstrate compliance with all meter tests and maintenance conducted in accordance with Good Utility Practice for the life of the Interconnection Point. The other Party shall have reasonable access to such records. If revenue metering equipment fails to function, the energy registration shall be determined from the best available data, including the check metering, if applicable. The Instrument Transformers (“IT”) shall also be inspected and maintained based on Article 1.2.2 of this Appendix II, and existing standards and practices of the Party that owns the metering equipment.

To the extent that the requirement above conflicts with the Reliability Standards, manuals, or guidelines of NERC, RFC, or legacy standards of ECAR regarding
interchange metering and transactions, the Reliability Standards, manuals, and guidelines of such organization shall control.

1.2.4 Current Transformer Requirements

Each Metering Point shall have a dedicated set of metering class of current transformers. Unless otherwise agreed upon by the Parties, all metering shall be type 3.0 element metering, and have three (3) metering accuracy current transformers.

Current transformers shall meet or exceed an accuracy class of 0.3% (as defined in IEEE C57.13), or better. Current transformers shall comply with the minimum BIL rating as specified in standards IEEE C57.13 and ANSI C12.11.

The mechanical and thermal short time current ratings of the current transformer shall exceed or withstand the available fault current, while the secondary burden of the current transformer shall not exceed its stated name plate burden rating.

To the extent that the requirement above conflicts with the Reliability Standards, manuals, or guidelines of NERC, RFC, or legacy standards of ECAR regarding interchange metering and transactions, the Reliability Standards, manuals, and guidelines of such organization shall control.

1.2.5 Voltage Transformers Requirements

Each Metering Point shall have a dedicated set of metering class of voltage transformers. Unless otherwise agreed upon by the Parties, all metering shall be type 3.0 element metering, and have three (3) metering accuracy voltage transformers.

Voltage transformers shall meet or exceed an accuracy class of 0.3% (as defined in IEEE C57.13). The 115 volt secondary of the voltage transformer shall be exclusively used for the revenue meters only, so as not to exceed the secondary burden of the stated voltage transformer’s name plate burden rating. Voltage transformers with two separate secondary windings may have one winding dedicated to the revenue meters and the other winding used for the relaying or metering. The nameplate burden rating on either winding must not be exceeded.

Voltage transformers shall comply with the minimum BIL rating as specified in standards IEEE C57.13 and ANSI C12.11.

To the extent that the requirement above conflicts with the Reliability Standards, manuals, or guidelines of NERC, RFC, or legacy standards of ECAR regarding interchange metering and transactions, the Reliability Standards, manuals, and guidelines of such organization shall control.
1.3 Remote Meter Access and Data Communications

The Party that owns the metering equipment at a Metering Point, unless otherwise mutually agreed, shall be responsible for installation of the communications facilities (typically consisting of a telephone circuit and modems) for remotely accessing the meter. The Party that owns the metering equipment shall also be responsible for operation and maintenance, and on-going monthly costs of the communication facilities.

1.3.1 Remote Billing Data Retrieval

The owning Party shall provide appropriate communication capability of electronic remote interrogation of the billing data in a manner that is compatible with commonly used billing data systems such as MV-90.

1.3.2 Real Time Communications

Revenue meters shall be capable of communicating with DAS equipment such as Remote Terminal Unit (“RTU”) to provide real time bi-directional power and energy data as required by the latest approved version of FirstEnergy’s Requirements for Transmission and Connected Facilities.

1.3.3 Energy Flow Data

A continuous accumulating record of active and reactive energy flows shall be provided by means of the registers on the meters. The deployed revenue meter(s) shall be capable of providing bi-directional energy data flow in either kyz pulse signals format, or accumulated counters to RTU. All Parties shall share the same data register buffers regardless of the types of employed data communication methods. If the accumulation counter method is used, only one Party shall be responsible for freezing the accumulator buffers and the owner of the metering equipment shall freeze them. The accumulator freezing signals shall be synchronized to Universal Coordinated Time (“UCT”) within 1/2 seconds.

1.4 Metering Device Requirements

All revenue meters shall be programmable and capable of measuring, recording, and displaying bi-directional active and reactive energy and four quadrant power quantities. Also, the revenue meters shall be programmable for compensating for power transformer and line losses. The revenue meters may preferably have at least one serial communication, one Ethernet port, hard-wired “kyz” pulse output, and internal modem for data communication.

The revenue meters’ internal clocks and real-time DAS equipment shall be synchronized with UTC with at least 10 milliseconds resolution. The GPS clock receiver used at each
Metering Point shall be capable of providing unmodulated IRIG-B signals to support the UTC time synch requirements.

1.5 **Meter Access**

A Party whose metering equipment is located within a station owned by the other Party shall have reasonable access to said metering equipment for purposes of meter reading, inspection, testing, and other such valid operating purposes. Such access shall not be unreasonably withheld.

1.6 **Meter Removal**

Upon termination of this Agreement or when the metering is no longer needed, the Party that owns the meter equipment in another Party’s station shall remove the metering equipment from the premises of the other Party within one (1) year after termination or within one year after the Party that owns the meter equipment determines that the interchange metering is no longer needed.
**APPENDIX III**

**DAS EQUIPMENT: OWNERSHIP, INSTALLATION AND MAINTENANCE**

1.1 **Need for Data Acquisition Provisions**

In recognition that the coordination of the system operations by the Parties may require the sharing of power flow and other information from meters and other equipment at the Metering Points identified in Appendix II, the Parties agree to cooperate on the installation and operation of data acquisition system (“DAS”) equipment including remote terminal units (“RTUs”), meters, MW/MVAR and Volt transducers, modem, lease lines, etc. at points which shall from time to time be mutually agreed upon. Therefore, the Parties establish this Appendix III to govern the general principles of such DAS arrangements.

Based upon mutual agreement, a Party’s RTU or equivalent devices may be shared by the other Party. The RTU shall provide a dedicated communication port with mutually agreed upon communication protocols. Where there are protocol restrictions because of existing legacy systems, industry standard protocols such as DNP 3.0 or ICCP shall be offered. If a proprietary communication protocol is to be used solely for one Party, the requesting Party shall be responsible for the cost for adding the customized communication capability. The following real time data shall be provided for all parities as minimum requirements: bi-directional energy flows, instantaneous power flows, per phase and three-phase averaged RMS voltages, per phase and three-phase averaged RMS currents, frequency with at least two decimal points and the status of all switching devices on the interconnection circuit(s).

1.1.1 The DAS equipment covered herein shall be associated with the Metering Points specified in Appendix II. This Appendix III shall be updated from time to time whenever new data acquisition installations are established or existing installations are upgraded or deactivated.

1.2 **New DAS Arrangement**

The details of individual DAS arrangements, which may include ownership of specific DAS equipment, and any mutually agreed upon provisions which are different from or in addition to the arrangements specified in this Agreement, shall be in writing and signed by the Parties. The new DAS arrangements approved by the Operating Committee, shall cover such details as responsibilities for provision and installation of equipment, ownership, project scheduling, maintenance, and cost reimbursement, and shall be considered a part of this Agreement as if they had been included herein.
1.3 Ownership, Installation and Maintenance

For purposes of this Appendix III, the term “Other Party” means a Party that wishes to obtain information from an owning Party (“Owning Party”) through the installation of DAS equipment. Unless otherwise mutually agreed upon by the Parties, ownership of such DAS equipment shall be shared by the Parties as herein described; provided, however, the Owning Party shall have the responsibility to install all the DAS equipment.

1.3.1 The Owning Party shall provide, own, install, and maintain the relays, transducers, wiring, protection equipment and associated materials (“Owning Party Equipment”) required for the installation of the Other Party’s data acquisition equipment (“Other Party’s Equipment”). Equipment that is shared in common between the Owning Party and the Other Party (such as duplicating relays, test switches, etc.) shall likewise be provided, owned, installed, and maintained by the Owning Party, and shall be part of the Owning Party’s Equipment, unless agreed otherwise.

1.3.2 The Other Party shall provide the Owning Party documents listing and describing the Other Party’s Equipment that the Other Party will supply for installation by the Owning Party. These documents will generally consist of a hardware list and detailed drawings and/or circuit diagram. If the Owning Party does not stock the DAS equipment or other components specified by the Other Party, then the Other Party will supply the necessary components including spare parts. The Owning Party reserves the right to refuse to install any material supplied by the Other Party that has not been approved by the Owning Party for use in its installations.

1.3.3 The Owning Party shall provide, own and maintain as part of the Other Party’s Equipment, the data communication circuits as defined in the latest approved version of FirstEnergy’s Requirements for Transmission Connected Facilities, including any necessary data circuit protection equipment, and be responsible for the costs of such circuit. Where deemed appropriate and scheduled between the Parties, the Owning Party personnel shall be permitted to work independently on its equipment.

1.3.4 Unless otherwise mutually agreed, the Owning Party will provide station battery power to the DAS equipment at 48, 125, or 250 Volt DC, via a DC circuit fused at 15, 5, or 5 ampere, respectively. Under no circumstances shall the Other Party connect either the positive or negative side of this circuit to ground. The Other Party’s Equipment shall be connected to the station’s grounding conductor through the Owning Party’s breaker control panel. The Owning Party’s shall provide station service power for the data acquisition equipment via a 115 V, 60 hz, with a 15 amperes fused circuit.

1.4 Location and Site Access
The Owning Party shall permit the Other Party to locate its data acquisition equipment and data circuit protection equipment in the Owning Party’s station control building, if adequate space exists or is available, or outside the Owning Party’s station switchyard, if no control house is available. In choosing equipment location, consideration shall be given to equipment security, protection and access needs of the Parties. In cases where escorted access to the station control house or outdoor equipment is required, the Other Party shall notify the Owning Party at least 24 hours prior to its desired visit. If access is needed on a short notice, the Parties shall endeavor to arrange such visits by mutual agreement. The Owning Party shall not unreasonably withhold access to the equipment to the Other Party; provided, however, the Owning Party may deny access based upon safety considerations, operating condition or other relevant criteria.

1.5 Confidential Information

Upon the showing of reasonable cause by a Party, the Other Party shall treat all information received via telemetry from each other as Confidential Information and shall take such precautions as may be reasonable and necessary to prevent such information from being made known or disclosed to any person or entity except in accordance with this Agreement; provided, however, that if a Party is required by law, legal process or action of a court or government agencies to disclose any Confidential Information, such Party shall promptly notify the Other Party of such requirement so that action, deemed appropriate in the circumstances, may be taken to protect the Confidential Information against disclosure.

1.6 Cost Estimate, Billing and Payment

Prior to the installation of the Other Party’s Equipment, the Owning Party and the Other Party shall prepare an estimate of the costs associated with such installation. All billings and payments terms and conditions shall be handled pursuant to Article 5 of this Agreement.
SERVICE SCHEDULE 1

RTO OBLIGATIONS

1.1 **General:** Each Load Serving Entity ("LSE"), as that term is defined under the PJM Tariff and used by PJM, is responsible for complying with all RTO requirements. Except as specifically agreed, neither party shall have any obligation to assist the other party in meeting its obligations to the RTO, as those are set forth in the PJM Tariff. ATSI shall cooperate with PJM and CPP (or CPP-designated scheduling agent) to the extent necessary and appropriate to ensure that data is available to PJM for CPP's hourly energy assignment, and peak load contributions for use in calculating transmission charges and generation capacity obligations as discussed below. Hourly energy obligations, peak load contribution and network service peak load values as described further in this Service Schedule will be derived using methods referenced in Attachment M to the PJM Tariff. ATSI will also provide CPP the information provided to PJM annually under Sections 1.2 and 1.3.

1.2 **Network Service Peak Load ("NSPL"):** In December of each calendar year, ATSI shall provide to PJM the zonal coincident peak ("1CP" or "NSPL") of each LSE within the ATSI pricing zone in the hour of the ATSI peak load for the twelve (12) consecutive months ending on October 31 of the year prior to the calendar year during which the NSPL will be used. The network service peak load ratio share shall be used by PJM as the transmission service billing determinant for transmission service charges and annual FTR allocations. If the basis of NSPL and FTR allocation determinations is changed by PJM, ATSI shall cooperate with PJM and CPP to the extent necessary and appropriate to make available such data as is needed.
In order to verify the data, ATSI shall provide the data to CPP prior to the annual submission to PJM, and CPP and ATSI shall work in good faith to resolve any disagreement about the data (with any unresolved dispute being subject to dispute resolution under Article 8 of the Agreement).

1.3 **Peak Load Contribution (‘PLC’):** ATSI shall provide to PJM the PLC of each LSE in the ATSI pricing zone on a forecasted annual and on a day-ahead basis for the purpose of calculating the LSE's capacity obligation to serve its load. Each year PJM will inform ATSI of the day and hour of the five highest PJM unrestricted daily peaks (‘5CP’) for the period described in the PJM Tariff. ATSI will then determine each LSE's contribution to the 5CP loads of the ATSI control zone. This load ratio will be applied to the forecasted ATSI control zone load, adjusted for weather normalization and forecasted load growth, to determine each LSE's peak load contribution. PJM will utilize this information in the development of each LSE's capacity obligation. In order to verify the data, ATSI shall provide the PLC information to CPP prior to submission to PJM, and CPP and ATSI shall work in good faith to resolve any disagreement about the data (with any unresolved dispute being subject to dispute resolution under Article 8 of the Agreement). If the basis used by PJM for PLC and relative determinations of CPP load obligations is changed by PJM, ATSI shall cooperate with PJM and CPP to the extent necessary and appropriate to make available such data as is needed.

1.4 **Hourly Energy Requirements:** ATSI will also provide to PJM each working day, via PJM's eSchedule system, the initial hourly energy assignment (load plus losses) for each LSE in the ATSI zone. The data will be provided per PJM protocols and
timelines which subsequently will also be available for CPP to view through PJM web-based applications. PJM will use this data to calculate each LSE's obligation for each hour for the next day. Unless PJM has recognized a transfer of load obligation from or to CPP (LSE) to or from another customer (LSE), the obligation will not change daily. Within two months of the end of each settlement month, ATSI shall validate the LSE's hourly load and submit the changes via the eSchedule system, as appropriate, for PJM to resettle the respective LSE's account. If the basis used by PJM to receive hourly energy assignments for the LSE, or to calculate each LSE's obligation for each hour for the next day, is changed by PJM, ATSI shall cooperate with PJM and CPP to the extent necessary and appropriate to make available such data as needed. CPP may submit hourly load data to ATSI to replace estimated load data determined by ATSI, and ATSI shall use CPP’s data when practicable.

1.5 **Behind the Meter Generation:** ATSI shall cooperate with PJM and CPP to ensure that PJM receives generator output meter information it requires for the following two categories of behind-the-meter generators operating within the combined service territories of the ATSI operating companies.

1.5.1 **Generators that do not participate in the PJM Markets:** The generating party shall comply with the PJM generator data requirements for generators that do not participate in the PJM Markets.

1.5.2 **Generators that do participate in the PJM Markets:** The generating party shall comply with the PJM interconnected generator data requirements for the generators that participate in the PJM Markets.
1.6 **LMP Node/Zone Aggregator:** LSEs in PJM may choose to have PJM use the zonal average load weighted LMP used as the basis for energy delivery pricing or request a specific load bus aggregate prior to the annual FTR allocation processes. It is the responsibility of the LSE to contact PJM in a timely manner if a specific load aggregation is desired. PJM may in turn request ATSI to work with the LSE to determine the appropriate configuration of the load bus aggregate. ATSI will cooperate with CPP in order to derive an LMP load bus aggregate, using existing transmission planning case studies to determine the percent of the load at each load bus that is served by the LSE. If ATSI determines that existing studies are not sufficient and additional study development is needed to satisfy CPP's request, CPP may be asked to execute a study agreement and reimburse ATSI for the study-related costs. The LSE may provide such data to PJM and, based on results from PJM, the LSE will choose whether to utilize the aggregate or the ATSI zonal weighted average LMP price.
Attachment B
Signature pages in pdf format
IN WITNESS WHEREOF, the hands and seals of the Parties and the Midwest ISO hereto, four (4) copies, each to be considered an original, executed by their respective officers lawfully authorized so to do, this 11th day of May, 2010.

CITY OF CLEVELAND, OHIO  
DEPARTMENT OF PUBLIC UTILITIES  

By:  
Name: Barry A. Witwers  
Title: Director  
(on behalf of Barry A. Witwers)  

AMERICAN TRANSMISSION SYSTEMS, INCORPORATED  

By:  
Name:  
Title:  

The signature below of the authorized officer of each of the Midwest ISO is for the limited purpose of acknowledging that an authorized officer of the Midwest ISO has read this Agreement as of this 11th day of May, 2010.

MIDWEST INDEPENDENT TRANSMISSION SYSTEM OPERATOR, INC.  

By:  
Name:  
Title:  

Issued By: Richard A. Ziegler  
Issued On: May 11, 2010  
Effective Date: July 1, 2010
IN WITNESS WHEREOF, the hands and seals of the Parties and the Midwest ISO hereto, four (4) copies, each to be considered an original, executed by their respective officers lawfully authorized so to do, this 11th day of May, 2010.

CITY OF CLEVELAND, OHIO
DEPARTMENT OF PUBLIC UTILITIES

By: ________________________________
Name: ________________________________
Title: ________________________________

AMERICAN TRANSMISSION SYSTEMS, INCORPORATED

By: Bradley S. Ewing
Name: Bradley S. Ewing
Title: VP Utility Support

The signature below of the authorized officer of each of the Midwest ISO is for the limited purpose of acknowledging that an authorized officer of the Midwest ISO has read this Agreement as of this 11th day of May, 2010.

MIDWEST INDEPENDENT TRANSMISSION SYSTEM OPERATOR, INC.

By: ________________________________
Name: ________________________________
Title: ________________________________
IN WITNESS WHEREOF, the hands and seals of the Parties and the Midwest ISO hereof, four (4) copies, each to be considered an original, executed by their respective officers lawfully authorized so to do, this 11th day of May, 2010.

CITY OF CLEVELAND, OHIO
DEPARTMENT OF PUBLIC UTILITIES

By: _________________________________
Name: _______________________________
Title: _______________________________

AMERICAN TRANSMISSION SYSTEMS, INCORPORATED

By: _________________________________
Name: _______________________________
Title: _______________________________

The signature below of the authorized officer of each of the Midwest ISO is for the limited purpose of acknowledging that an authorized officer of the Midwest ISO has read this Agreement as of this 11th day of May, 2010.

MIDWEST INDEPENDENT TRANSMISSION SYSTEM OPERATOR, INC.

By: _________________________________
Name: WILLIAM C. PHILLIPS
Title: Vice President Standards Compliance & Strategy

Issued By: Richard A. Ziegler
Issued On: May 11, 2010

Effective Date: July 1, 2010