

May 25, 2022

***Via Electronic Filing***

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

**Re: American Transmission Systems Inc. – Filing of First Amended Service Agreement and New Service Agreement in Docket No. ER22-\_\_\_\_-000**

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act (“FPA”)<sup>1</sup> and Part 35 of the Federal Energy Regulatory Commission’s (the “Commission” or “FERC”) Rules of Practice and Procedure,<sup>2</sup> American Transmission Systems Inc. (“ATSI” or the “Applicant”), a transmission owning member of the PJM Interconnection, L.L.C. (“PJM”)<sup>3</sup>, hereby submits for filing an amended service agreement, designated as Service Agreement No. 5196 (the “Service Agreement” or “SA No. 5196”) described in detail herein.<sup>4</sup>

**I. Description of the Applicant**

ATSI is a transmission-only public utility, which owns, operates, and maintains transmission facilities in Ohio and western Pennsylvania. ATSI is a member of PJM, and its transmission facilities are subject to the functional control of PJM, which provides transmission service to customers pursuant to the PJM Open Access Transmission Tariff (“PJM Tariff”).

---

<sup>1</sup> 16 U.S.C. § 824d.

<sup>2</sup> 18 C.F.R. Part 35.

<sup>3</sup> “Consistent with Commission precedent, PJM is a signatory to the Service Agreement for the limited purpose of acknowledging that a representative of PJM had read the Service Agreement. *See Am. Elec. Power Serv. Corp.*, 110 FERC ¶ 61,276, order on reh’g, 112 FERC ¶ 61,128 (2005).”

<sup>4</sup> Pursuant to Order No. 714, this filing is submitted by PJM on behalf of the Applicant as part of an XML filing package that conforms to 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, the Applicant requested that PJM submit the Service Agreement in the eTariff system as part of PJM’s electronic Service Agreement Tariff.

## **II. Description of the Service Agreement**

### SA No. 5196

SA No. 5196 is an amended Interconnection Agreement by and between ATSI and AMP Transmission, LLC (“AMPT”),<sup>5</sup> dated May 19, 2022. SA No. 5196 sets forth the rates, terms, and conditions for the interconnection and coordinated operation of the parties’ systems.

SA No. 5196 was originally filed with FERC on December 13, 2018 in Docket No. ER19-549-000. On January 18, 2019, FERC accepted SA. No. 5196 for filing with an effective date of December 14, 2018.<sup>6</sup> Since the original SA No. 5196 agreement, AMPT acquired transmission facilities in addition to those owned in the City of Napoleon, Ohio, in Wadsworth, Ohio, Amherst, Ohio, Brewster, Ohio, Huron, Ohio and Pioneer, Ohio. AMPT will serve as the Transmission Owner for these facilities going forward. Additionally, AMPT constructed new, 138 kV transmission facilities, including a new substation (“Bellard Substation”), in Bowling Green, Ohio, that will be completed and that have an in-service date of May 27, 2022 (the “Bellard Substation Interconnection Point”).

Appendix I of the Service Agreement specifies and describes the Interconnection Points (“IPs”) for each of the AMPT-owned transmission facilities. The IPs for the existing facilities were placed into service well before this filing, as the facilities were constructed some time ago by municipal distribution utilities. The IPs have been under PJM’s operation control since ATSI became a PJM transmission owner and certain of the IPs were included in prior versions of SA No. 2852, the interconnection and services agreement between American Municipal Power, Inc. and ATSI.<sup>7</sup> PJM is a signatory to the Service Agreement for the limited purpose of acknowledging that it has read the Service Agreement and to ensure that, as the regional transmission operator, PJM is apprised of the matters addressed in the Service Agreement for purposes of reliability and planning considerations.

## **III. Request for Waiver and Effective Date**

The Applicant requests an effective date for the Service Agreement of May 26, 2022. Given the requested effective date, the filing of the Service Agreement has failed to meet the Commission’s prior notice requirements. The Applicant requests a waiver of the Commission’s prior notice requirements and an effective date for the Service Agreement of May 26, 2022.

---

<sup>5</sup> AMPT is a transmission-only non-profit limited liability company, which owns, operates, and maintains transmission facilities in Ohio. AMPT’s transmission facilities are subject to the functional control of PJM, which provides transmission service to customers pursuant to the PJM Tariff.

<sup>6</sup> See Delegated Authority Letter issued on January 18, 2019 in Docket No. ER19-549-000.

<sup>7</sup> SA No. 2852 was filed with FERC in its then form as a Fifth Revised Service Agreement on December 13, 2018 in Docket No. ER19-549-000. FERC accepted SA No. 2852 for filing on January 18, 2019 with an effective date of December 14, 2018. See Delegated Authority Letter issued on January 18, 2019 in Docket No. ER19-549-000.

The Commission has granted a waiver of the notice requirement where, as here, no rates or charges have been imposed under the subject agreement. No rates have been charged or collected under the Service Agreement. Furthermore, SA No. 5196 is being revised only to add the transferred IPs from the existing facilities and the new IP for the newly constructed Bellard Substation. The Applicant's failure to file the Service Agreement no later than sixty (60) days before May 26, 2022, was due to the unexpectedly protracted review process undertaken by the parties and the parties not having sufficient time to finalize the Service Agreement.

Importantly, and ATSI presents the following rationale in this paragraph at the request of AMPT and with AMPT's consent, the waiver is needed in order for the Bellard Substation IP to go into service as scheduled on May 27, 2022. The Bellard Substation IP project is a mandatory PJM Regional Transmission Expansion Plan (RTEP) baseline project ("Project No. B3159") to resolve planning criteria violations. Specifically, completion of Project No. B3159 will eliminate identified N-1-1 thermal and voltage violations impacting the Bowling Green and ATSI systems that serve the surrounding Wood County area. Project No. B3159 will mitigate the identified violations, provide improved system load serving capability, and promote economic development activities in the Bowling Green load serving territory. Project No. B3159 will enhance the efficiency, reliability, and operational flexibility of the transmission system in the Wood County area, which serves approximately 130,000 customers and Bowling Green specifically, which serves approximately 15,000 customers. If the Bellard Substation IP in-service date is delayed, particularly as we enter summer months, the Wood County area would be at risk of severe low voltage violations, thermal violations and local voltage collapse, impacting Bowling Green and ATSI substations.

Finally, ATSI is not aware of any party to the Service Agreement expressing opposition to ATSI's request for a waiver. ATSI has been notified by AMP and AMPT that each of these entities supports the request for a waiver and an effective date of May 26, 2022. The Applicant, thus, respectfully requests that the Commission grant an effective date of May 26, 2022 for SA No. 5196 in order to coincide with the PJM communication link in-service date for the IP facilities.

### **III. Communications**

Please direct any communications regarding this filing to the following individuals

Amanda P. Parker  
Attorney  
FirstEnergy Corp.  
76 South Main Street  
Akron, Ohio 44308  
Phone: (330) 384-2422  
[pnrao@firstenergycorp.com](mailto:pnrao@firstenergycorp.com)  
*Counsel for Applicant*

Nicholas A. Giannasca  
Davis Wright Tremaine LLP  
21st Floor  
1251 Avenue of the Americas  
New York, NY 10020-1104  
Phone: (212) 603-6402  
[NicholasGiannasca@dwt.com](mailto:NicholasGiannasca@dwt.com)  
*Counsel for Applicant*

#### **IV. Documents Submitted With This Filing**

In accordance with the Commission's eTariff regulations, PJM, on behalf of the Applicant, is submitting an eTariff XML filing package containing the following materials:

- this transmittal letter;
- the Service Agreement in eTariff format;
- a clean copy of the Service Agreement and the One-Line Diagrams belonging to SA No. 5196 in PDF format for publishing in eLibrary;
- a marked copy of SA No. 5196 in PDF format for publishing in eLibrary; and
- a PDF document with the signatures pages of the parties to the Service Agreement for publishing in eLibrary.

#### **V. Service**

The Applicant has served copies of this filing upon all other parties as may be required by the Commission, including all other parties to the Service Agreement.

#### **VI. Conclusion**

For the reasons set forth herein, the Applicant respectfully requests an effective date of May 26, 2022 for the Service Agreement.

*/s/ Nicholas A. Giannasca*

Nicholas A. Giannasca  
Davis Wright Tremaine LLP 21st  
Floor  
1251 Avenue of the Americas  
New York, NY 10020-1104  
Phone: (212) 603-6402  
[NicholasGiannasca@dwt.com](mailto:NicholasGiannasca@dwt.com)  
*Counsel for Applicant*

**FIRST AMENDED  
INTERCONNECTION AGREEMENT**

**between**

**AMERICAN TRANSMISSION SYSTEMS, INCORPORATED**

**and**

**AMP TRANSMISSION, LLC**

## TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1 – INTERCONNECTED OPERATION .....	1
ARTICLE 2 – OPERATIONS AND MAINTENANCE.....	2
ARTICLE 3 – METERING AND DATA ACQUISITION SYSTEM EQUIPMENT.....	3
ARTICLE 4 – CONFIDENTIALITY.....	4
ARTICLE 5 – INVOICING AND PAYMENT; TAXES.....	7
ARTICLE 6 – INDEMNITY AND INSURANCE.....	8
ARTICLE 7 – DISPUTES.....	12
ARTICLE 8 – TERM AND TERMINATION OF AGREEMENT.....	13
ARTICLE 9 – BREACH AND DEFAULT.....	14
ARTICLE 10 – REGULATORY AUTHORITIES.....	15
ARTICLE 11 – MODIFICATIONS OF FACILITIES.....	16
ARTICLE 12 – GENERAL.....	17
ARTICLE 13 -ASSIGNMENT.....	20
ARTICLE 14 – SURVIVAL.....	21

## **APPENDICES**

### Appendix I Interconnection Points and One-Line Diagrams

- Figure I – Sullivan Substation Interconnection Point, (Napoleon, OH)
- Figure II – Enterprise Substation Interconnection Point (Napoleon, OH)
- Figure III – William J. Lyren Substation Interconnection Point (Wadsworth, OH)
- Figure IV – Cannon Substation Interconnection Point (Amherst, OH)
- Figure V – Brewster Substation Interconnection Point (Brewster, OH)
- Figure VI – Rye Beach Road Interconnection Point (Huron, OH)
- Figure VII – Pioneer Substation Interconnection Point (Pioneer, OH)
- Figure VIII – Bellard Substation Interconnection Points (Bowling Green, OH)

### Appendix II Metering Requirements

### Appendix III Non-Standard Terms and Conditions

### Appendix IV Definitions

## **FIRST AMENDED INTERCONNECTION AGREEMENT**

**THIS FIRST AMENDED INTERCONNECTION AGREEMENT** (“Agreement”) is made and entered into as of the 19th day of May, 2022 (the “Execution Date”), between American Transmission Systems, Incorporated (“ATSI”) and AMP Transmission, LLC (“AMPT”); ATSI and AMPT may be referred to herein individually as a “Party” or collectively as the “Parties”. For the avoidance of doubt, the terms “Party” and “Parties” as used herein shall not include PJM Interconnection, L.L.C. (“PJM”) or any successor Regional Transmission Organization.

### **WITNESSETH:**

**WHEREAS**, AMPT is a transmission-only non-profit limited liability company, which owns, operates, and maintains transmission facilities in Ohio.

**WHEREAS**, AMPT’s transmission facilities provide transmission service to customers pursuant to the PJM Open Access Transmission Tariff (“PJM Tariff”).

**WHEREAS**, ATSI is a public utility that is engaged in transmitting electric energy in the State of Ohio and the Commonwealth of Pennsylvania.

**WHEREAS**, FERC has required the Parties to this Agreement to include PJM as a signatory to this Agreement, pursuant to *American Electric Power Service Corporation*, 112 FERC ¶ 61,128 at P 10 (2005), in order to ensure that PJM is kept fully apprised of the matters addressed herein and so that PJM may be kept aware of any reliability and planning issues that may arise.

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

### **ARTICLE 1 INTERCONNECTED OPERATION**

#### **1.1 Interconnected Operation**

The Parties’ Transmission Systems shall be interconnected at each Interconnection Points specified and described in Appendix I of this Agreement. The Parties, by amendment to this Agreement pursuant to Section 10.3, may add, discontinue or modify one or more Interconnection Points.

#### **1.2 Continuity of Interconnected Operation**

During the term of this Agreement, each Party shall continue to maintain in service its respective transmission systems interconnection facilities and essential terminal equipment necessary to maintain in a safe and reliable manner each Interconnection Point described in Appendix I.



### 1.3 Compliance with Law

Each Party shall comply with Good Utility Practice and Applicable Laws and Regulations, including the requirements of any Governmental Authority having jurisdiction over the Party, in performing its respective obligations and responsibilities under this Agreement.

## **ARTICLE 2 OPERATIONS AND MAINTENANCE**

### 2.1 Operating Responsibilities

Each Party, if applicable, shall exercise reasonable care to design, construct, maintain, and operate its Transmission System, in accordance with Good Utility Practice and any PJM requirement, and in such manner as to avoid the unauthorized use of the generation or transmission facilities of any other person, including such facilities of the other Party (hereinafter referred to as “Unauthorized Use”). 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 or prevention of Unauthorized Use. Each Party shall maintain and operate its respective Transmission System so as to reasonably minimize, in accordance with Good Utility Practice, the likelihood of a disturbance originating on its Transmission System, which might cause impairment to the service of the other Party.

### 2.2 Interruption of Service

The interconnection of the Parties’ Transmission Systems under this Agreement may be interrupted, upon reasonable notice, under the following circumstances: (a) by operation of automatic equipment installed for power system protection; (b) after consultation with the other Party if practicable, when a Party deems it desirable for the installation, maintenance, inspection, repairs or replacements of equipment; (c) to comply with a directive issued by PJM; 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 a burden on its system, or to avoid or mitigate the loss of life, injury, or property damage. If synchronous operation of the Parties’ Transmission Systems through a particular line or lines becomes interrupted, the Parties shall cooperate so as to remove the cause of such interruption as soon as practicable and restore said lines to normal operating condition.

### 2.3 Maintenance and Facility Maintenance

Each Party shall maintain its facilities in a safe and reliable manner in accordance with: (i) the terms of this Agreement; (ii) applicable NERC Reliability Standards; (iii) PJM Requirements; and (iv) Good Utility Practice. Operating arrangements for facility maintenance shall be coordinated between operating personnel of the Parties’ respective control centers. Except as may be necessary and appropriate in an emergency, all operating arrangements shall be in accordance with PJM Requirements.

### 2.4 Compliance with NERC Reliability Standards

The Parties shall confer as necessary to maintain agreeable understanding of their respective NERC-registered roles as they pertain to the operation, maintenance, or Modification of an Interconnection Point identified in Appendix I of this Agreement or the coordination of any new Interconnection Point between the Parties. Unless otherwise agreed in writing between the Parties, the Parties shall not be responsible for each other's NERC compliance requirements.

## 2.5 Cooperation Associated with NERC Reliability Standards

If one Party is subject to a data request, self-certification or an audit of applicable NERC Reliability Standards, or similar type request where such request is associated with the facilities it operates to effect the interconnection of the Parties' Transmission Systems at each Interconnection Point by FERC, NERC, or PJM, then the other Party shall cooperate and assist in a timely fashion and to the extent necessary to address any such data request, self-certification or an audit of applicable NERC Reliability Standards. When either Party is required to demonstrate compliance with NERC Reliability Standards with respect to such facilities, the other Party shall cooperate and assist in a timely fashion with such compliance activities to the extent such requirement involves facilities necessary to facilitate the interconnection being provided for herein.

## 2.6 Access

Each Party shall provide the other Party access to areas under its control as reasonably necessary to permit the other Party to perform its obligations under this Agreement, including operation and maintenance obligations. A Party that obtains such access shall comply with all safety rules applicable to the area to which access is obtained.

# **ARTICLE 3 METERING AND DATA ACQUISITION SYSTEM EQUIPMENT**

## 3.1 Interconnection Point

All electric energy transmitted under this Agreement shall be of the character commonly known as either three-phase 60 Hz or direct current energy and shall flow at the Interconnection Points specified under Article 1 of this Agreement at standard nominal voltage or such other voltages as may be specified in this Agreement.

## 3.2 Metering and Data Acquisition System Equipment

Where applicable and consistent with Appendix II of this Agreement and PJM Requirements, ATSI or an Affiliate shall install and maintain revenue metering equipment at each Interconnection Point for measuring electric energy for the purposes of determining load and effecting settlements.

AMPT shall be responsible for providing all SCADA data as required by the PJM Tariff via their respective existing ICCP data links to PJM. The Parties may receive operational data regarding the interconnection between the Parties via the ICCP data links to PJM. Should an interruption of

the communication equipment interfere with either Party's access to the SCADA data, the Parties shall use Due Diligence to resolve the problem as quickly as possible.

The Parties shall cooperate to provide access to the telemetry/data to one another and determine correct meter values as needed.

## **ARTICLE 4 CONFIDENTIALITY**

### **4.1 Confidentiality**

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential. If requested by any Party, the disclosing Party shall provide in writing the basis for asserting that the information referred to in this section warrants confidential treatment, and the requesting Party may disclose such writing to an appropriate Governmental Authority.

### **4.2 Term**

During the term of this Agreement, and for a period of five (5) years after the expiration or termination of this Agreement, except as otherwise provided in this Article 4, each Party shall hold in confidence, and shall not disclose to any person, Confidential Information provided to it by the other Party.

### **4.3 Scope**

Confidential Information shall not include information that the receiving Party can demonstrate: (i) is generally available to the public other than as a result of a disclosure by the receiving Party; (ii) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (iii) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party, after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (iv) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (v) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this Agreement; or (vi) is required, in accordance with Section 4.8 or 4.11 of this Agreement, to be disclosed to any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this Agreement. Information designated as Confidential Information shall no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential.

### **4.4 Release of Confidential Information**

Subject to Sections 4.8 and 4.11, no Party shall disclose Confidential Information to any other person, except to its Representatives (limited by the FERC's Standards of Conduct requirements), without the prior written consent of the disclosing Party. A receiving Party may disclose

Confidential Information to its Representatives provided that such Representative has first been advised of the confidentiality provisions of this Article 4. Notwithstanding the foregoing, a Party providing Confidential Information to a Representative shall remain primarily responsible for any release of Confidential Information by such Representative in contravention of this Article 4.

#### 4.5 Rights

Each Party retains all rights, title, and interest in the Confidential Information that it discloses to any other Party. A Party's disclosure to the other Party of Confidential Information shall not be deemed a waiver by such Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

#### 4.6 No Warranties

By providing Confidential Information, neither Party makes any warranties or representations as to its accuracy or completeness.

#### 4.7 Standard of Care

Each Party shall use at least the same standard of care to protect Confidential Information it receives as such Party uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Confidential information may be used solely to fulfill a Party's obligations to the other Party under this Agreement or to comply with Applicable Laws and Regulations.

#### 4.8 Order of Disclosure

If a Governmental Authority with the right, power, and apparent authority to do so requests or requires a Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the Party that provided the information with prompt prior notice of such request(s) or requirement(s) so that the providing Party may seek an appropriate protective order or waive compliance with the terms of this Agreement. Notwithstanding the absence of a protective order or agreement, or waiver, the Party that is subjected to the request or order may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party shall use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

#### 4.9 Return or Destruction of Confidential Information

Each Party shall, within ten (10) calendar days of receipt of a written request from the other Party, use reasonable efforts to destroy, erase, or delete (with such destruction, erasure and deletion certified in writing to the requesting Party) or to return to the other Party, without retaining copies thereof, any and all written or electronic Confidential Information received from the requesting Party. Notwithstanding the foregoing, a Party shall not be required to purge any historical backup media.

#### 4.10 Remedies

The Parties agree that monetary damages may be inadequate to compensate a Party for another Party's Breach of its obligations under this Article 4. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article 4, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed to be an exclusive remedy for the Breach of this Article 4, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. The provisions of Section 12.3(b) are also applicable here.

#### 4.11 Disclosure to FERC or its Staff

Notwithstanding anything in this Article 4 to the contrary, and pursuant to 18 C.F.R. § 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from a Party that is otherwise required to be maintained in confidence pursuant to this Agreement, such Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 C.F.R. § 388.122, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. To the extent permitted by law, each Party shall notify the other Party prior to the release of the other Party's Confidential Information to the Commission or its staff. A Party shall notify the other Party when it is notified by FERC or its staff that a request to release the other Party's Confidential Information has been received by FERC, at which time either of the Parties may respond before such information would be made public, pursuant to 18 C.F.R. § 388.112.

#### 4.12 General Disclosure

Notwithstanding any other provisions of this Article 4, a Party may disclose the Confidential Information provided by the other Party to the extent disclosure is: (i) reasonably deemed by the disclosing Party to be required in connection with a dispute between the Parties, or the defense of litigation or dispute; (ii) otherwise permitted by written consent of the Party that provided such Confidential Information; or (iii) necessary to fulfill its obligations to an RTO or ISO or to a regional or national reliability organization. Prior to any disclosures of another Party's Confidential Information under this Section 5.12, the disclosing Party shall promptly notify the other Party in writing and shall assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

### **ARTICLE 5 INVOICING AND PAYMENT; TAXES**

#### 5.1 Purpose of Invoicing

Any invoice that is issued pursuant to this Agreement shall be for: (a) the establishment of any new Interconnection Point; (b) the modification of an existing Interconnection Point; or (c) other purposes as may be set forth in this Agreement.

## 5.2 Timeliness of Payment

Unless otherwise agreed upon, all invoices, if any, issued pursuant to 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 invoice. Payment 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 two percent (2%) per annum, but will in no event exceed the maximum interest rate allowed pursuant to the law of the state where the Interconnection Point associated with such invoice is or is expected to be located, and shall be payable from the due date of such unpaid amount and until the date paid.

## 5.3 Disputed Invoices

In the event that a Party disputes an invoice, the Party shall pay the invoice in full in accordance with Section 5.2 of this Agreement subject to the refund of any amounts found to have been incorrectly invoiced plus interest on such amount at the rate stated in Section 5.2 from the date of payment until the date of the refund. In the event of a billing dispute, the disputing Party shall provide notice of the dispute to the billing Party as set out in Section 12.4. In response to the notice, the billing Party will promptly provide all documentation that is reasonably required in support of its bill and confer with the disputing Party. If these good faith efforts fail to resolve the issue, the matter may be addressed through the dispute resolution procedures of Article 7.

## 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

If, as part of any compensation to be paid under this Agreement, any direct tax, including, but not limited to sales, excise, or similar taxes (other than taxes based on or measured by net income) is levied and/or assessed against either Party 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, then except as provided in Section 5.6, such supplying Party shall be fully compensated prospectively by the other Party for such direct taxes.

## 5.6 Contribution In-Aid of Construction

For payment amounts that are classified as contributions in-aid of construction (“CIAC”), and in the event and to the extent such CIAC payment amounts (“CIAC Payment”) are classified as taxable income by the receiving Party or if the receiving Party is tax exempt, receipt of such CIAC Payment causes said Party to become taxable, such CIAC Payment shall be increased (or “grossed-up”) to fully cover the receiving Party’s net tax consequences arising from the CIAC Payment. If at the time of invoicing the receiving Party made a good faith determination that the CIAC Payment would not be classified as taxable income but federal or state income taxes are subsequently imposed upon the receiving Party by the Internal Revenue Service (“IRS”) and/or a state department of revenue (“State”) arising from the receipt of such CIAC Payment, the Party that originally made the CIAC Payment shall reimburse the receiving Party for the full tax effect of such CIAC Payment computed in accordance with FERC rules and including any interest and penalty charged to the Party by the IRS and/or State.

## **ARTICLE 6 INDEMNITY AND INSURANCE**

### **6.1 Indemnity**

To the extent permitted by law, each Party (the “Indemnifying Party”) shall indemnify, save harmless, and defend the other Party from and against any losses, liabilities, costs, expenses, suits, actions, claims, and all other obligations arising out of injuries or death to persons or damage to property to the extent arising out of, in connection with, or resulting from (i) the failure of the Indemnifying Party or any of its Contractors in performance of its obligations under this Agreement, or (ii) the negligence or intentional misconduct of the Indemnifying Party or its Contractors, except that a Party’s obligation to indemnify the other Party shall not apply to the extent of any liabilities arising from the other Party’s negligence or intentional misconduct or that portion of any liabilities that arise out of the other Party’s contributing negligence, intentional acts or omissions.

Promptly after receipt by a Party entitled to indemnity (“Indemnified Party”) of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the Indemnity provided for in this Section 6.1 may apply, the Indemnified Party shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect an Indemnifying Party’s indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

The Indemnifying Party shall, at the Indemnified Party’s option and at the Indemnifying Party’s expense, defend the Indemnified Party against any and all suits, actions, or claims arising out of, connected with, or resulting from (i) the failure of the Indemnifying Party or any of its Contractors in performance of its obligations under this Agreement, or (ii) the negligence or intentional misconduct of the indemnifying Party or its Contractors provided that the Indemnifying Party shall not settle or make a plea with respect to any proceeding without the Indemnified Party’s prior written consent.

A Party’s obligations to another Party under this Section 6.1 shall not be limited in any way by any provision of any workers’ compensation, disability benefits, payroll or other employee benefits laws; provided, however, that nothing herein shall limit or restrict any defense a Party

may be entitled to assert with respect to a Third Party Claim, including a defense based on the status of such Party as a statutory employer. EACH PARTY HEREBY SPECIFICALLY AND EXPRESSLY WAIVES ANY AND ALL DEFENSES IT MAY HAVE TO AN INDEMNIFICATION OBLIGATION TO THE OTHER PARTY PURSUANT TO THIS AGREEMENT BASED ON ANY IMMUNITY TO WHICH SUCH PARTY MAY BE ENTITLED UNDER ANY WORKERS' COMPENSATION, DISABILITY BENEFITS, PAYROLL OR EMPLOYEE BENEFITS LAWS.

For the purposes of this Section 6.1 only, the term "Party" shall include the Party's Affiliates and the directors, officers, employees, and agents of the Party and its Affiliates.

## 6.2 Insurance

### 6.2.1 Maintaining Insurance

Each Party shall maintain insurance as described in paragraphs A through E below. All insurance shall be procured from insurance companies rated "A-," VII or better by AM Best and approved to do business in a state or states in which the Interconnection Point(s) is located. Failure to maintain required insurance shall be a Breach of this Agreement.

- A. Workers' Compensation insurance with statutory limits, as required by the state and/or jurisdiction in which Interconnection Construction is to be performed, and employer's liability insurance with limits of not less than one million dollars (\$1,000,000.00).
- B. Commercial General Liability Insurance and/or Excess Liability Insurance covering liability arising out of premises, operations, personal injury, advertising, products and completed operations coverage, independent contractors coverage, liability assumed under an insured contract, and punitive damages to the extent allowable under applicable law, with limits of not less than one million dollars (\$1,000,000) per occurrence/one million dollars (\$1,000,000) general aggregate/one million dollars (\$1,000,000) products and completed operations aggregate.
- C. Business/Commercial Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of one million dollars (\$1,000,000) each accident combined single limit for bodily injury, including death, and property damage.
- D. Excess and/or Umbrella Liability Insurance with a limit of liability of not less than twenty million dollars (\$20,000,000.00) per occurrence. This limit applies in excess of the employer's liability, commercial general liability and business/commercial automobile liability coverages described above. This requirement can be met alone or via a combination of primary, excess and/or umbrella insurance.



- E. Professional Liability Insurance providing errors, omissions and/or malpractice coverage in the amount of one million dollars (\$1,000,000) per claim/aggregate. Coverage shall be provided for the Parties' representatives that are responsible for design work associated with Interconnection Construction. A Party may meet the Professional Liability Insurance requirements by requiring Contractors, designers, or engineers, or other parties that are responsible for Interconnection Construction to procure professional liability insurance in the amounts and upon the terms prescribed by this Section 6.2.1, and providing evidence of such insurance to the other Party. Nothing in this section relieves the Party from complying with the insurance requirements.

#### 6.2.2 Additional Insureds

The General Liability, Automobile Liability and Excess and/or Umbrella Liability policies procured by each Party (Insured Party) shall include the other Party (Additional Insured Party), and its respective officers, agents and employees as an additional insured for bodily injury and/or property damage (including loss of use) arising out of the Insured Party's operations, performance, or lack of performance under this Agreement.

#### 6.2.3 Other Required Terms

The above-mentioned insurance policies of a Party (except workers' compensation, excess/umbrella and professional liability) shall provide the following:

- A. Each policy shall contain provisions that specify that it is primary and non-contributory for any liability arising out of the Insured Party's liability, and shall apply to such extent without consideration for other policies separately carried by the Additional Insured Party and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. In addition, the following shall apply to all Parties' insurance policies, to the extent allowable by law.
  - i. If any coverage is written on a claims first made basis, continuous coverage shall be maintained or an extended discovery period will be exercised for a period of not less than two (2) years after termination of this Agreement.
  - ii. The insurance (including workers' compensation) shall include a waiver of all rights of subrogation which a Party's insurance carrier might exercise against the other Party.
  - iii. Each Party shall be responsible for its respective deductibles or retentions.

#### 6.2.4 No Limitation of Liability

The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by each respective Party under this Agreement.

### 6.2.5 Self-Insurance

Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of this Section 6.2 to the extent it maintains a self-insurance program, provided that such Party's or its parent company's senior secured debt is rated at investment grade or better by Standard & Poor's and its self-insurance program meets the minimum insurance requirements of this Section 6.2. For any period of time that a Party's or its parent company's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under this Section 6.2. In the event that a Party is permitted to self-insure pursuant to this section, it shall notify the other Party that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with this Agreement.

### 6.2.6 Notices; Certificates of Insurance

Each Party shall endeavor to provide the other Party with thirty days prior written notice of cancellation to any of the insurance required under this Agreement provided, however, that no notice shall be required if a canceled policy is replaced with an equivalent policy without any lapse in coverage. Each Party shall provide the other with certificates of insurance prior to commencement of Interconnection Construction related to an Interconnection Point and thereafter at such time intervals as they shall mutually agree upon, provided that such interval shall not be less than one year. The insured Party's certificates of insurance shall indicate that the certificate holder is included as an additional insured under the Commercial General Liability, Business/Commercial Automobile Liability and Excess and/or Umbrella Liability coverage, and that this insurance is primary and non-contributory. Each Party's certificates of insurance shall evidence that a waiver of subrogation is included in the required insurance policies in favor of the other Party.

### 6.2.7 Contractor Insurance

In accordance with Good Utility Practice, each Party shall require each of its Contractors to maintain and provide evidence of insurance coverage of types, and in amounts, commensurate with the risks associated with the services provided by the Contractor. Bonding of Contractors shall be at the hiring Party's discretion, but regardless of bonding, the hiring principal shall be responsible for the performance or non-performance of any Contractor it hires.

### 6.2.8 Reporting Incidents

The Parties shall report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this Agreement.

## **ARTICLE 7 DISPUTES**

### 7.1 Mediation

Any controversy or claim arising out of or relating to this Agreement or Breach thereof that cannot be resolved after a period of thirty (30) days of negotiation may, by mutual agreement of the Parties, be settled by mediation in accordance with this Agreement. During the mediation process, the Parties will try to resolve their differences voluntarily with the aid of an impartial mediator, who will attempt to facilitate negotiations. The mediator will be selected by the mutual agreement of the Parties as soon as practical after the Parties agree to commence the mediation process.

## 7.2 Confidentiality of Mediation

The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceedings relating to the dispute. No recording or transcript shall be made of the mediation proceedings.

## 7.3 Termination of Mediation

If a dispute has not been resolved within forty-five (45) days after the commencement of the non-binding mediation process (or a longer period if the Parties agreed to extend the non-binding mediation), the mediation shall terminate.

## 7.4 Rights and Remedies

If any dispute is not settled by mediation, then any Party may pursue any and all rights and remedies available to it under this Agreement, or in law or equity. Notwithstanding the mediation hereunder, the Parties have the right to proceed directly to court to seek relief in law or in equity. The submission of a dispute to mediation shall not limit or in any way affect the applicable Party's right to effect remedies or limit such Party's rights under this Agreement or otherwise.

# **ARTICLE 8 TERM AND TERMINATION OF AGREEMENT**

## 8.1 Term

This Agreement shall be effective as of the Execution Date, 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 it is terminated in accordance with Section 8.2.

## 8.2 Termination

This Agreement may be terminated by the following means:

### 8.2.1 By Mutual Consent

This Agreement may be terminated as of the date on which the Parties mutually agree to terminate this Agreement.

### 8.2.2 By Either Party

Either Party may terminate this Agreement by providing to the other Party and to PJM thirty-six (36) months' advance written notice of its intent to terminate this Agreement, in which case this Agreement shall terminate at the end of such thirty-six (36) month notice period.

### 8.2.3 Upon Default

Either Party may terminate this Agreement upon the Default of the other Party by providing the defaulting Party and PJM thirty (30) days prior written notice of termination.

## **ARTICLE 9 BREACH AND DEFAULT**

### 9.1 Breach and Default

A Party shall be considered in default of this Agreement ("Default") if it fails to cure a Breach in accordance with the terms of this Section 9.1. A breach ("Breach") shall mean the failure of a Party to perform or observe any material term or condition of this Agreement; provided that no Breach shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this Agreement or the result of an act or omission of the other Party. Upon a Breach, the non-breaching Party shall give written notice of such Breach to the breaching Party. The breaching Party shall have thirty (30) calendar days from receipt of the Breach notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) calendar days, the breaching Party shall commence such cure within thirty (30) calendar days after notice and continuously and diligently complete such cure within ninety (90) calendar days from receipt of the Breach notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

### 9.2 Renegotiable Events

If one of the following conditions occurs, the Parties shall negotiate in good faith to amend this Agreement or to take other appropriate action so as to protect each Party's interest in this Agreement. This Agreement shall serve as the document upon which such negotiations shall be based and the Parties shall make as minimal modifications as necessary to effectuate the original intent and purpose of this Agreement. If the Parties are unable to reach agreement, either Party shall have the right to unilaterally file with the FERC, pursuant to Section 205 or Section 206 of the Federal Power Act as appropriate, proposed amendments to this Agreement that the Party deems reasonably necessary to protect its interests:

- A. any change to Applicable Laws and Regulations having a material impact upon the effectiveness or enforceability of any provision of this Agreement;
- B. this Agreement is not approved or accepted for filing by the FERC without modification or condition;

- C. PJM or NERC prevents, in whole or in part, either Party from performing any provisions of this Agreement in accordance with its terms;
- D. either Party withdraws as a member of PJM;
- E. PJM Requirements are modified in a manner that materially affects either Party's ability to perform its obligations under this Agreement; or
- F. PJM, either voluntarily or involuntarily, is dissolved.

## **ARTICLE 10 REGULATORY AUTHORITIES**

### 10.1 Regulatory Authorities

This Agreement is made subject to the jurisdiction of the FERC and any Governmental Authority having jurisdiction over the rates, terms conditions or services provided under this Agreement.

### 10.2 Adverse Regulatory Change

The Parties agree to jointly submit and support the filing of this Agreement with the FERC, if such filing is required by the Federal Power Act. Any changes or conditions imposed by the FERC 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 in accordance with Section 9.2 shall be cause for termination of this Agreement upon thirty (30) days' prior written notice by the non-consenting Party to the other Party.

### 10.3 Amendments to the Agreement

#### 10.3.1 Amendments

This Agreement may only be modified in a writing signed by both Parties and PJM. In the event that the Parties agree to amend this Agreement, the Parties shall, if required by Applicable Laws and Regulations, file any such amendment or modification with the FERC.

#### 10.3.2 Section 205 and 206 Rights

Nothing contained in this Agreement shall preclude either Party from exercising its rights under Section 205 and 206 of the Federal Power Act to file for a change in any rate, term, condition or service provided under this Agreement.

## **ARTICLE 11 MODIFICATIONS OF FACILITIES**

### 11.1 Generally.

Each Party may make such Modifications to its facilities as it deems necessary in its sole judgment based on Good Utility Practice, subject to the requirements of Section 12.2, below. Modifications shall be subject to any applicable approval process set forth in the PJM Tariff.

### 11.2 Notice.

In the event a Party plans to undertake Modifications to its facilities or Transmission System that reasonably may be expected to impact the other Party's Transmission System, the initiating Party shall provide the other Party and PJM with at least ninety (90) days' advance notice of the desired Modifications. The nature of, and the schedule of work for, performing such Modifications shall be subject to review and acceptance by the other Party and PJM, which review and acceptance shall not be untimely nor unreasonably withheld or delayed, to ensure that such Modifications will (i) not adversely affect a Party's Transmission System, or other facilities, and (ii) are consistent with Good Utility Practice. Subject to all applicable requirements imposed by Applicable Law, PJM, and NERC, the suitability and the responsibility for the safe and adequate design, construction, operation and maintenance of the initiating Party's modifications shall be and remain the sole obligation of the initiating party. If the other Party does not respond within one hundred twenty (120) days after receipt of the notice, then the other Party will be deemed to have accepted the proposed Modifications.

### 11.3 Cost Responsibility.

When the actions of a Party necessitate modifications to the other Party's facilities that are not required by Applicable Law, PJM, FERC, NERC, or other Governmental authority, such Modifications to the other Party's facilities shall be made at the sole cost and expense of the Party whose actions necessitated the modifications requiring the changes, unless otherwise agreed to in writing the Parties, provided such Party's responsibility for such modification cost is limited to those costs that are incremental to costs already planned to be incurred by the other Party for such Modifications.

### 11.4 Information.

Subject to any applicable confidentiality agreements, each Party agrees that it will furnish to the other Party such information concerning its system as may be reasonably requested by the other Party as reasonably necessary to construct, operate, maintain, and implement Modifications to the other Party's facilities. No review of such information will constitute an acceptance or approval of the Modifications by the reviewing Party.

## **ARTICLE 12 GENERAL**

### 12.1 Force Majeure

No Party shall be in default in respect to any obligation hereunder because of Force Majeure. A

Party unable to fulfill any obligation by reason of Force Majeure shall use Due Diligence to remove such disability with appropriate dispatch. A Party unable to fulfill any obligation by reason of Force Majeure shall: (a) provide prompt written notice of such Force Majeure event to the other Party which notice shall include an estimate of the expected duration of such event; and (b) attempt to exercise all reasonable efforts to continue to perform its obligations under this Agreement. The failure of a Party to perform its obligations under this Agreement as a result of Force Majeure shall only be excused for the duration of the Force Majeure and while such Party exercises Due Diligence to remove such disability. As soon as the non-performing Party is able to resume performance of its obligations, such Party shall resume performance and give prompt notice thereof to the other Party.

## 12.2 Waivers

No failure or delay on the part of either Party in exercising any of its rights under this Agreement, no partial exercise by either Party of any of its rights under this Agreement, and no course of dealing between the Parties shall constitute a waiver of the rights of either Party under this Agreement. Any waiver shall be effective only by a written instrument signed by the Party granting such waiver, and such shall not operate as a waiver of, or continuing waiver with respect to any subsequent failure to comply therewith.

## 12.3 Liability

- A. Except to the extent of the other Party's negligence or intentional misconduct or Breach of this Agreement, each Party shall be responsible for all physical damage to or destruction of the property, equipment and/or facilities owned by it and its Affiliates, regardless of who brings the claim and regardless of who caused the damage, and shall not seek recovery or reimbursement from the other Party for such damage.
- B. To the fullest extent permitted by law and notwithstanding Section 6.1 or any other provision of this Agreement, in no event shall a Party, its Affiliates, or any of their respective owners, officers, directors, employees, agents, successors or assigns be liable to the other Party, its Affiliates or any of their respective owners, officers, directors, employees, agents, successors or assigns, whether in contract, warranty, tort, negligence, strict liability, or otherwise, for any special, indirect, incidental, exemplary, consequential (including, without limitation, attorneys' fees, litigation costs, replacement power costs, lost profits or revenues, loss of good will or lost business opportunities) or punitive damages related to or resulting from performance or nonperformance of this Agreement or any activity associated with or arising out of this Agreement.
- C. Nothing in this Agreement shall be construed to create or give rise to any liability on the part of PJM, and the Parties expressly waive any claims that may arise against PJM under this Agreement.
- D. The Parties acknowledge and understand that the signature of the authorized

representative of PJM on this Agreement is for the limited purpose of acknowledging that a representative of PJM has read the terms of this Agreement. The Parties and PJM further state that they understand that FERC desires that the Parties keep PJM 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 authorized PJM representative shall not in any way be deemed to imply that PJM is taking responsibility for the actions of any Party, that PJM has any affirmative duties under this Agreement or that PJM is liable in any way under this Agreement.

#### 12.4 Written Notices

Any notice this is required or permitted under this Composite Agreement may be given by personal delivery, by e-mail (with confirmation of receipt), by any courier service which guarantees overnight, receipted delivery, or by U.S. certified or registered mail, return receipt requested, addressed to PJM or the Party entitled thereto, at:

If to AMPT:

AMP Transmission, LLC  
Attn: Chris Norton, Assistant Vice President of Rates and Budget  
1111 Schrock Road, Suite 100  
Columbus, OH 43229  
e-mail: psullivan@amppartners.org and

AMP Transmission, LLC  
Attn: Lisa G. McAlister, General Counsel 1111 Schrock Road, Suite 100  
Columbus, OH 43229  
e-mail: lmcaster@amppartners.org

If to ATSI:

FirstEnergy Service Company  
Attn: Manager, FERC & Wholesale Connection Support 76 South Main St.  
Akron, OH 44308  
email: mthorn@firstenergycorp.com and

FirstEnergy Service Company  
Attn: Attorney for FERC & Wholesale Connection Support Legal Department  
76 South Main St.  
Akron, OH 44308  
email: pnrao@firstenergycorp.com

If to PJM:

Vice President-Government Policy PJM Interconnection, L.L.C.  
1200 G Street, N.W., Suite 600



Washington D.C. 20005 and

General Counsel  
PJM Interconnection, L.L.C. 2750 Monroe Blvd.  
Audubon, PA 19403

The above listed titles and addresses for a Party or PJM may be changed by written notice to all the other Parties and PJM. Such change shall not necessitate a filing under Section 205 of the Federal Power Act. Any such notice or communication will be deemed to have been given as of the date received.

#### 12.5 Non-Standard Terms and Conditions Applicable to Interconnection Point(s)

The Parties may establish non-standard terms and conditions applicable to any Interconnection Point and to certain shared facilities related to an Interconnection Point that are specified in this Agreement (“Non-Standard Terms and Conditions”). The Non-Standard Terms and Conditions shall be set forth in Appendix III to this Agreement and shall be in addition to any other terms and conditions provided for in this Agreement. Any conflict between the Non-Standard Terms and Conditions and any other provisions of this Agreement shall be resolved in favor of the Non-Standard Terms and Conditions.

#### 12.6 Governing 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, the applicable law of the State where the Interconnection Point(s) is located, without application of its conflicts of law provisions.

#### 12.7 Defined Terms and Execution

All capitalized terms used in this Agreement shall have the meanings as specified in the body of this Agreement or Appendix IV, or as defined in the PJM Tariff. In the event of any conflict between defined terms set forth in the PJM Tariff or defined terms in this Agreement, such conflict shall be resolved in favor of the terms set forth in this Agreement. Any provisions of the PJM Tariff relating to this Agreement that uses any such defined term shall be construed using the definition given to such defined term in this Agreement.

#### 12.8 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

#### 12.9 Entire Agreement; Superseding Effect

This Agreement, including all exhibits, schedules, appendices and other attachments hereto, sets forth the entire understanding and agreement of the Parties as to the subject matter of this

Agreement and supersedes all prior written and oral understandings, offers, agreements, commitments, representations, writings, discussions or other communications of every kind between the Parties, pertaining to the subject matter hereof.

## **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 PJM shall become signatories to this Agreement for the limited purpose described in Section 12.3(d) of this Agreement. This Agreement shall not be assigned by any Party without the written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, a Party may assign this Agreement 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, provided that in either case, the assigning Party provides reasonable prior written notice to the other Party and the assignee assumes in writing all rights, duties, and obligations arising under this Agreement. In either such event identified in the preceding sentence, the assigning Party shall be released from all further obligations and duties thereafter arising pursuant to the terms of the Agreement. An assignment of this Agreement shall be filed with the FERC for acceptance pursuant to Section 205 of the Federal Power Act.

## **ARTICLE 14 SURVIVAL**

### **14.1 Survival**

The termination of this Agreement shall not discharge either Party from any obligation it owes to the other Party under this Agreement by reason of any transaction, loss, cost, damage, expense or liability that shall occur (or the circumstances, events or basis of which shall occur or arise) prior to such termination. It is the intent of the Parties hereby that any such obligation owed (whether the same shall be known or unknown at the termination of this Agreement) shall survive the termination of this Agreement, and that either Party may enforce its rights against the other Party with respect to such obligations in an action at law or in equity to the fullest extent permitted by law.

This Agreement shall continue in effect after termination to the extent necessary for final billings and payments, and to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect; and to permit each Party to have access to the real property, including but not limited to leased property and easements of the other Party to disconnect, remove or salvage its own facilities and equipment.

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties' respective officers lawfully authorized so to do, as of the Execution Date.

**AMP TRANSMISSION, LLC**

By:  /s/ Pamala M. Sullivan

Name:  Pamala M. Sullivan

Title:  President

Approved as to Form:

/s/ Lisa G. McAlister

Lisa G. McAlister

General Counsel

**AMERICAN TRANSMISSION SYSTEMS, INCORPORATED**

By:  /s/ Gregory F. Hussing

Name:  Gregory F. Hussing

Title:  Director – FERC and RTO Technical Support

SA No. 5196

The signature below of the authorized representative of PJM Interconnection, L.L.C. is for the limited purpose of acknowledging that a representative of PJM has read this Agreement as of 15th May, 2022.

**PJM INTERCONNECTION, L.L.C.**

By:  /s/ David W. Souder

Name:  David W. Souder

Title:  Executive Director, System Planning

SA No. 5196

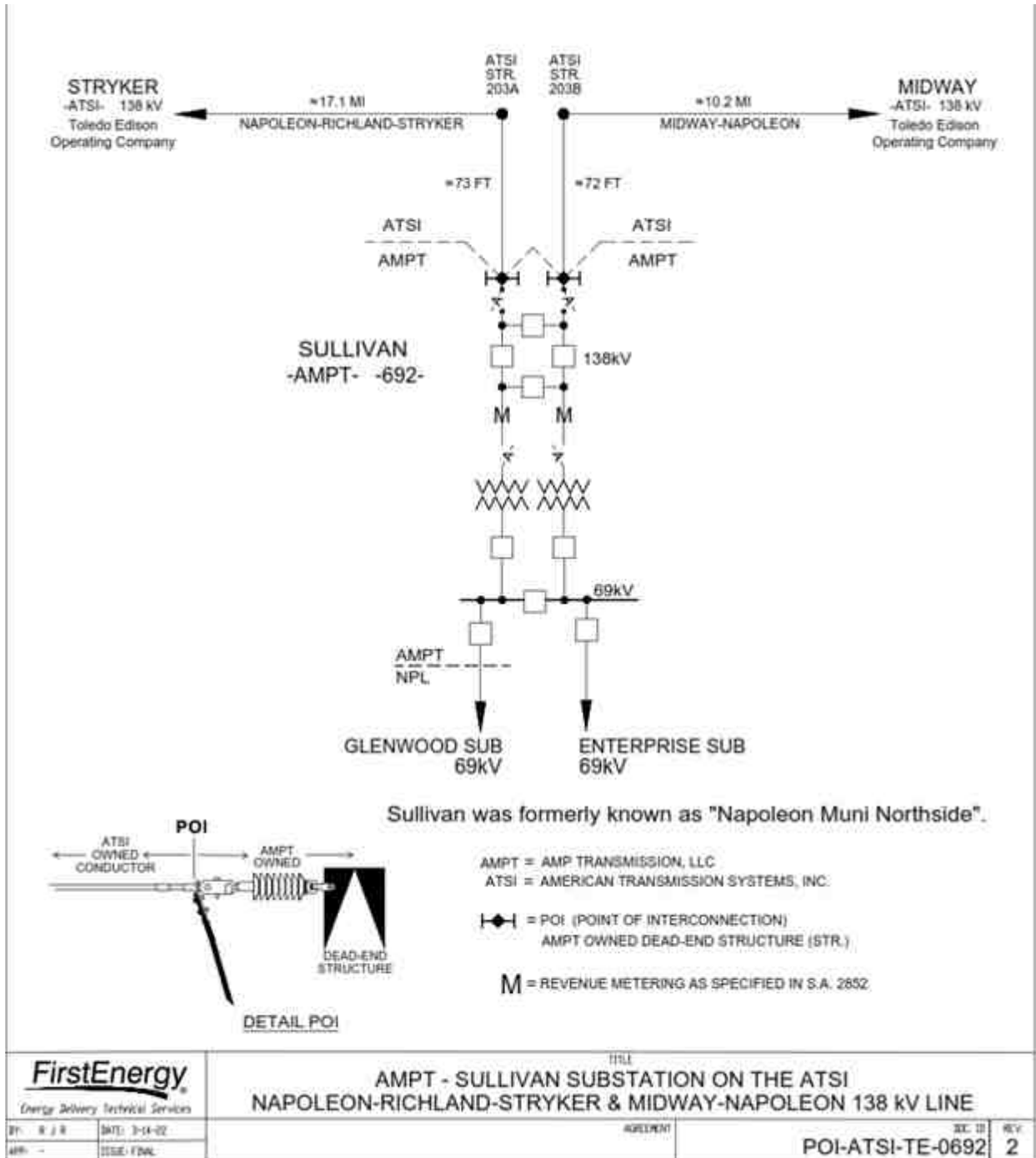
## APPENDIX I

### Interconnection Points and One-Line Diagrams

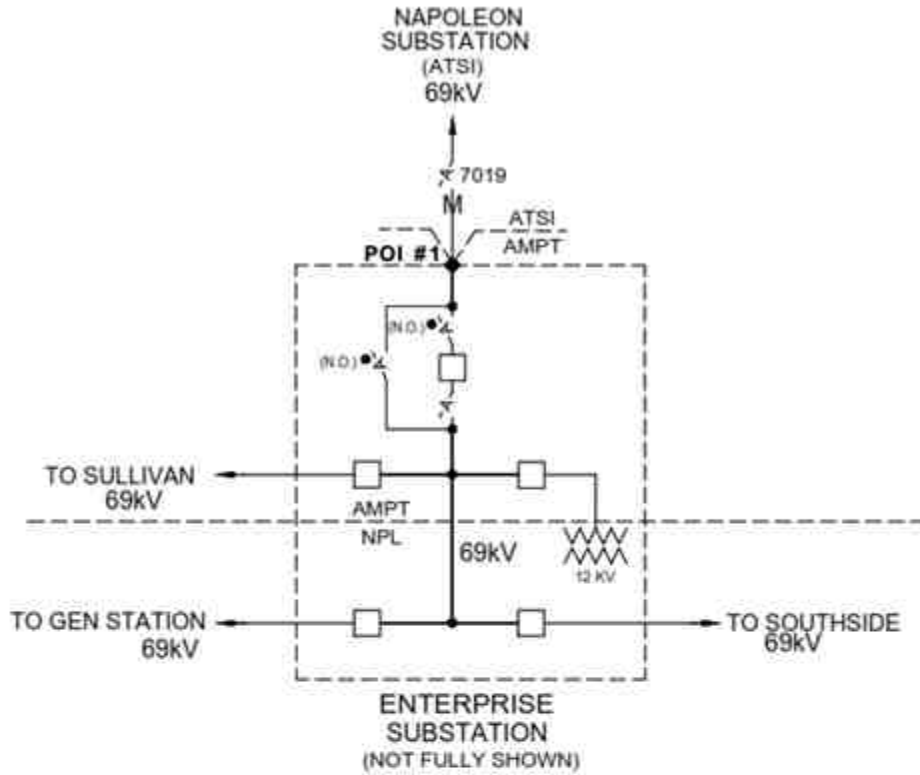
1. The respective Transmission Systems of the Parties shall be interconnected at the Interconnection Point(s) described below:
  - 1.1 The point located in Napoleon, Ohio, hereby designated and hereinafter called “Sullivan Substation Interconnection Point” is at the substation connected to the 138kV circuit between FE Stryker/Richland and FE Midway (See Figure I).
  - 1.2 The point located in Napoleon, Ohio, hereby designated and hereinafter called “Enterprise Substation Interconnection Point” is at the substation dead-end structure where ATSI’s 69kV circuit terminates (See Figure II).
  - 1.3 The point located in Wadsworth, Ohio, hereby designated and hereinafter called “William J. Lyren 138kV Station” is at the substation connected to the 138kV circuit between ATSI’s Pine and Star substations (See Figure III).
  - 1.4 The point located in Amherst, Ohio, hereby designated and hereinafter called “Cannon Substation Interconnection Point” is at the substation dead-end structure where a tap off ATSI’s Henrietta-Johnson 69kV circuit terminates (See Figure IV).
  - 1.5 The point located in Brewster, Ohio, hereby designated and hereinafter called “Brewster Substation Interconnection Point” is on the 69kV line extension tap point toward ATSI’s Harmon substation (See Figure V).
  - 1.6 The point located in Huron, Ohio, hereby designated and hereinafter called “Rye Beach Road Substation Interconnection Point” is at the substation dead-end structure where a tap off of ATSI’s Greenfield-Shinrock 69kV circuit terminates (See Figure VI).
  - 1.7 The point located in Pioneer, Ohio, hereby designated and hereinafter called “Pioneer Substation Interconnection Point” is on the AMPT owned structure #192A where the AMPT owned line terminates (See Figure VII).
  - 1.8 The point located in Bowling Green, Ohio, hereby designated and herein after called “Bellard Substation Interconnection Points” are on the AMPT owned structure #J1247 where the ATSI owned line terminates (See Figure VIII).

# APPENDIX I

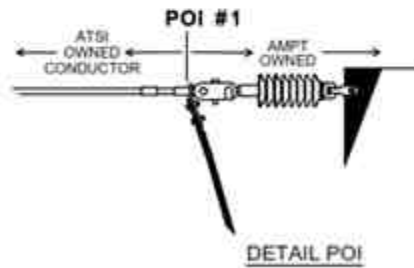
## Figure I Sullivan Substation Interconnection Point



**Figure II  
Enterprise Substation Interconnection Point**



ENTERPRISE was formerly known as "Napoleon Industrial".



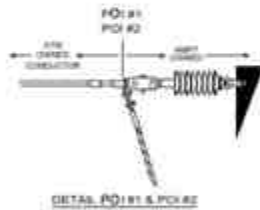
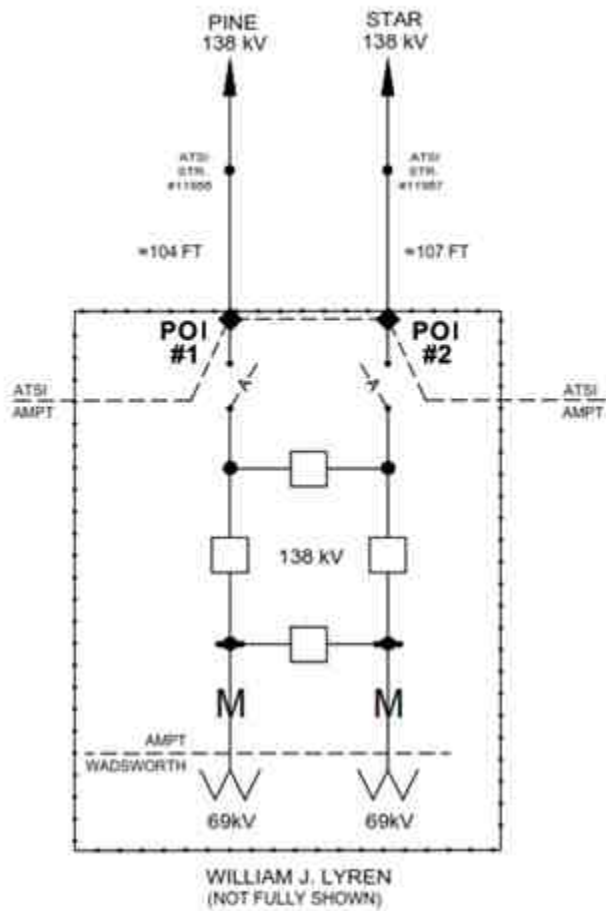
AMPT = AMP TRANSMISSION, LLC  
 ATSI = AMERICAN TRANSMISSION SYSTEMS, INC.  
 NPL = NAPOLEON POWER AND LIGHT

◆ = POI #1 (POINT OF INTERCONNECTION)  
 LOCATED AT AMPT OWNED DEAD-END STRUCTURE  
 WHERE AMERICAN TRANSMISSION SYSTEMS, INC. (ATSI)  
 TRANSMISSION LINE TERMINATES

M = REVENUE METERING AS SPECIFIED IN S.A. 2852

 Energy Delivery Technical Services		TITLE	
		AMPT - ENTERPRISE SUBSTATION INTERCONNECTION TO THE ATSI - NAPOLEON 69 KV LINE	
BY: R.J.R.	DATE: 3-9-2022	AGREEMENT	DOC. ID
APP: -	STATUS: FINAL		POI-ATSI-TE-NAPOLEON
			REV.

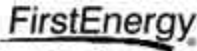
**Figure III**  
**William J. Lyren Substation Interconnection Point**



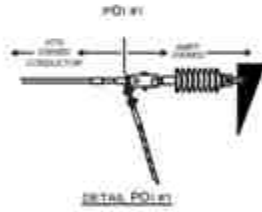
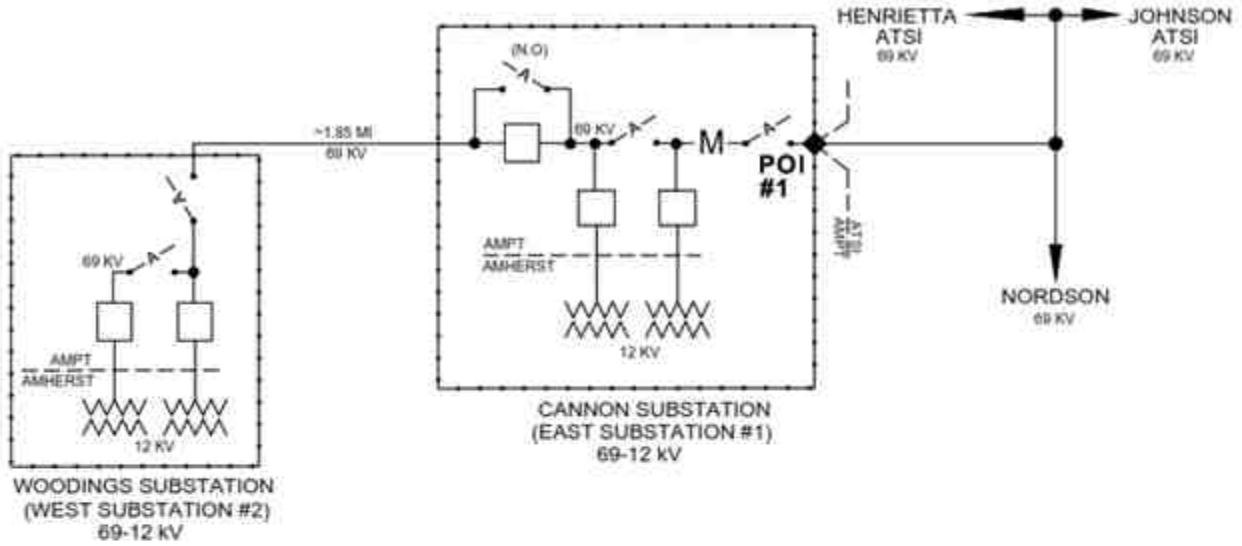
AMPT = AMP TRANSMISSION, LLC  
 ATSI = AMERICAN TRANSMISSION SYSTEMS, INC.

◆ = POI #1, POI #2 - LOCATED AT AMPT OWNED SUBSTATION DEAD-END STRUCTURES, WHERE AMERICAN TRANSMISSION SYSTEMS, INC. (ATSI) TRANSMISSION LINES TERMINATE.

M = REVENUE METERING AS SPECIFIED IN S.A. 2652

 Energy Delivery Technical Services		TITLE <b>AMPT-WILLIAM J. LYREN SUBSTATION</b> <b>ON THE PINE - WADSWORTH AND STAR - WADSWORTH 138 kV LINES</b>	
		DATE: 3-9-2022	WADSWORTH
BY: RJB	DATE: 3-9-2022	POI-ATSI-AMP-OE-2032-1	
APP: -	CHECK: PNL, DCHERRY		

**Figure IV  
Cannon Substation Interconnection Point**



AMPT = AMP TRANSMISSION, LLC  
 ATSI = AMERICAN TRANSMISSION SYSTEMS, INC.

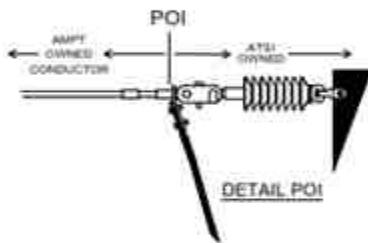
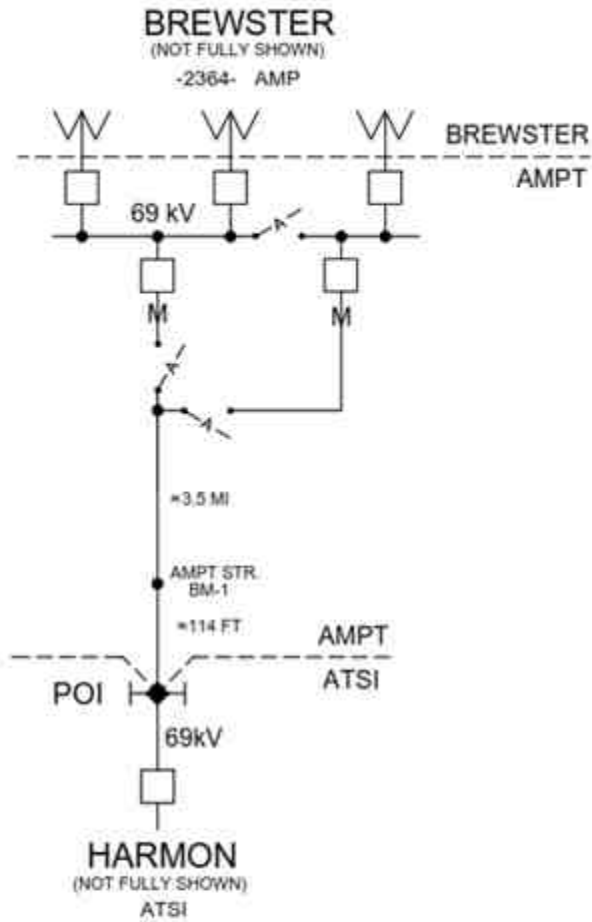
◆ = POI #1 (POINT OF INTERCONNECTION),  
 LOCATED AT AMPT OWNED SUBSTATION DEAD-END STRUCTURE,  
 WHERE AMERICAN TRANSMISSION  
 SYSTEMS, INC. (ATSI) TRANSMISSION LINE TERMINATES.

M = REVENUE METERING AS SPECIFIED IN S.A. 2852

 Energy Delivery Technical Services		TITLE		
		CANNON SUBSTATION INTERCONNECTION ON THE NORDSON - HENRIETTA - JOHNSON 69KV ATSI LINE		
BY: RJK	DATE: 3-04-2022	AGREEMENT	DOC. ID:	REV.
APP: -	STATUS: PRELIMINARY		POI-ATSI-AMP-CANNON	



**Figure V**  
**Brewster Substation Interconnection Points**



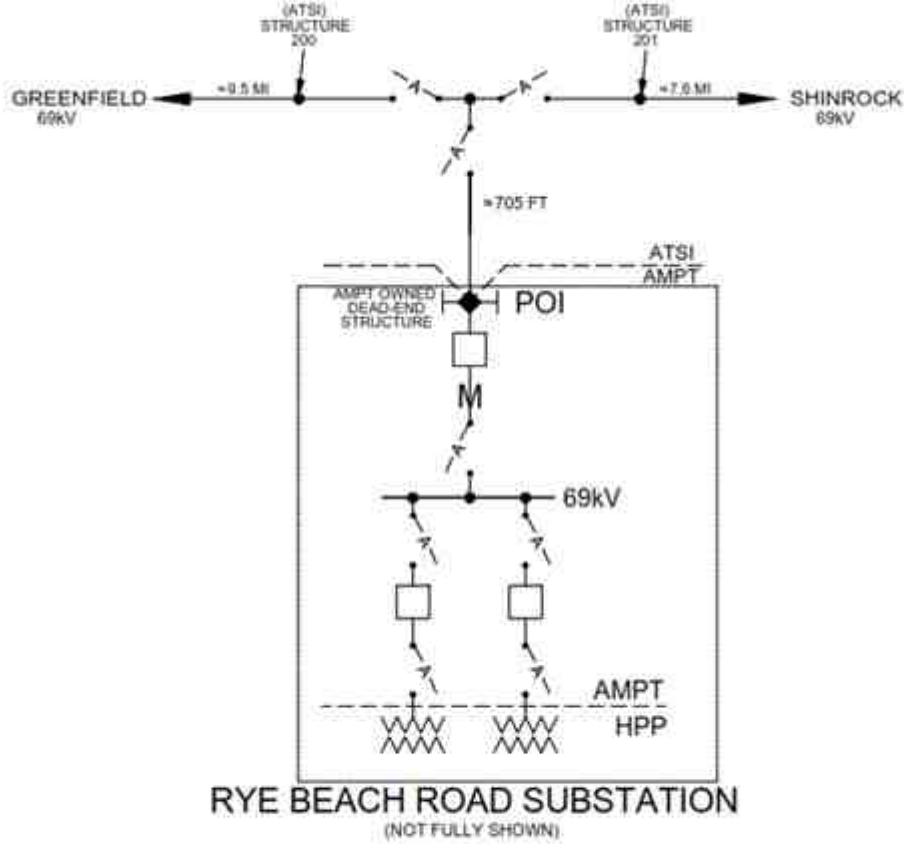
AMPT = AMP TRANSMISSION, LLC  
 ATSI = AMERICAN TRANSMISSION SYSTEMS, INC.

◆ = POI (POINT OF INTERCONNECTION) LOCATED AT AMERICAN TRANSMISSION SYSTEMS, INC (ATSI) OWNED SUBSTATION DEAD-END STRUCTURE WHERE AMPT TRANSMISSION LINES TERMINATE.

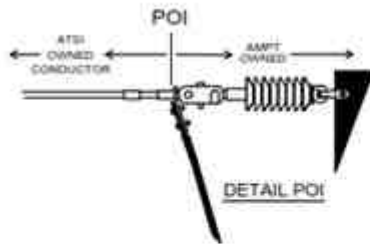
M = REVENUE METERING AS SPECIFIED IN S.A. 2852

 Energy Delivery Technical Services		TITLE	
		AMPT OWNED BREWSTER SUBSTATION INTERCONNECTION TO THE ATSI OWNED HARMON SUBSTATION	
BY: E.J.R.	DATE: 3-14-2022	AGREEMENT	SEC. 13
APP: -	ISSUE: FINAL	POI-ATSI-AMP-OE-2364	REV. 5

**Figure VI  
Rye Beach Road Interconnection Point**



Rye Beach Road was formerly known as "Huron Muni".



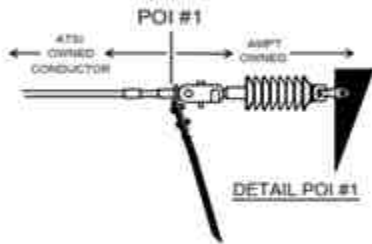
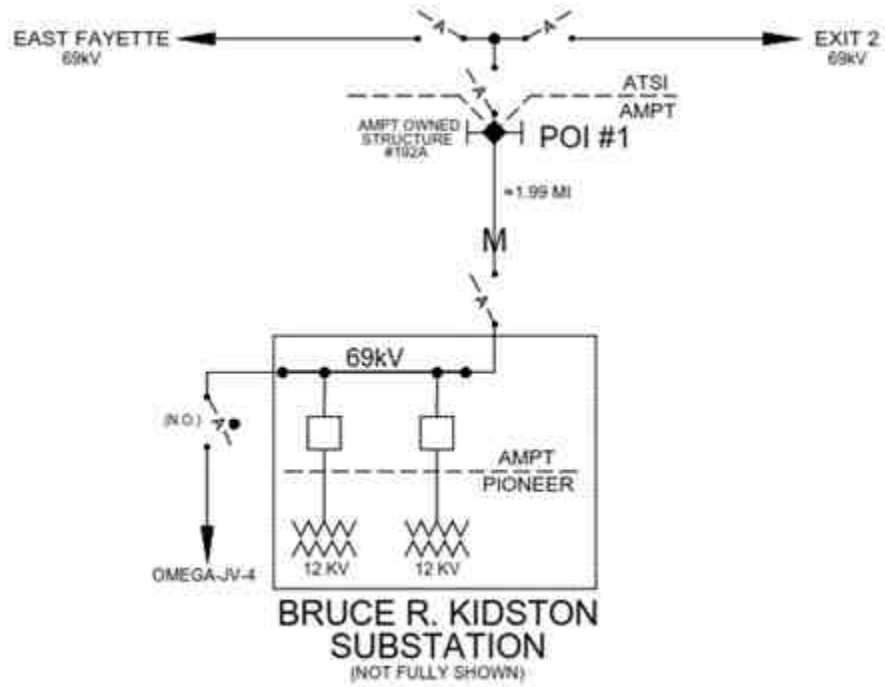
AMPT = AMP TRANSMISSION, LLC  
 ATSI = AMERICAN TRANSMISSION SYSTEMS, INC.  
 HPP = HURON PUBLIC POWER

◆ = POI (POINT OF INTERCONNECTION) LOCATED AT AMPT OWNED SUBSTATION DEAD-END STRUCTURE WHERE AMERICAN TRANSMISSION SYSTEMS, INC (ATSI) OWNED TRANSMISSION LINE TERMINATES.

M = REVENUE METERING AS SPECIFIED IN S.A. 2852.

 Energy Delivery Technical Services	TITLE		REV. 03	REV.
	RYE BEACH ROAD SUBSTATION INTERCONNECTION TO THE ATSI OWNED GREENFIELD-SHINROCK 69kV LINE			
BY: R J R	DATE: 3-14-2012	AGREMENT	POI-ATSI-AMP-OE-HURON MUNI	-
APP: -	ISSUE: F3M.			

**Figure VII  
Pioneer Substation Interconnection Point**



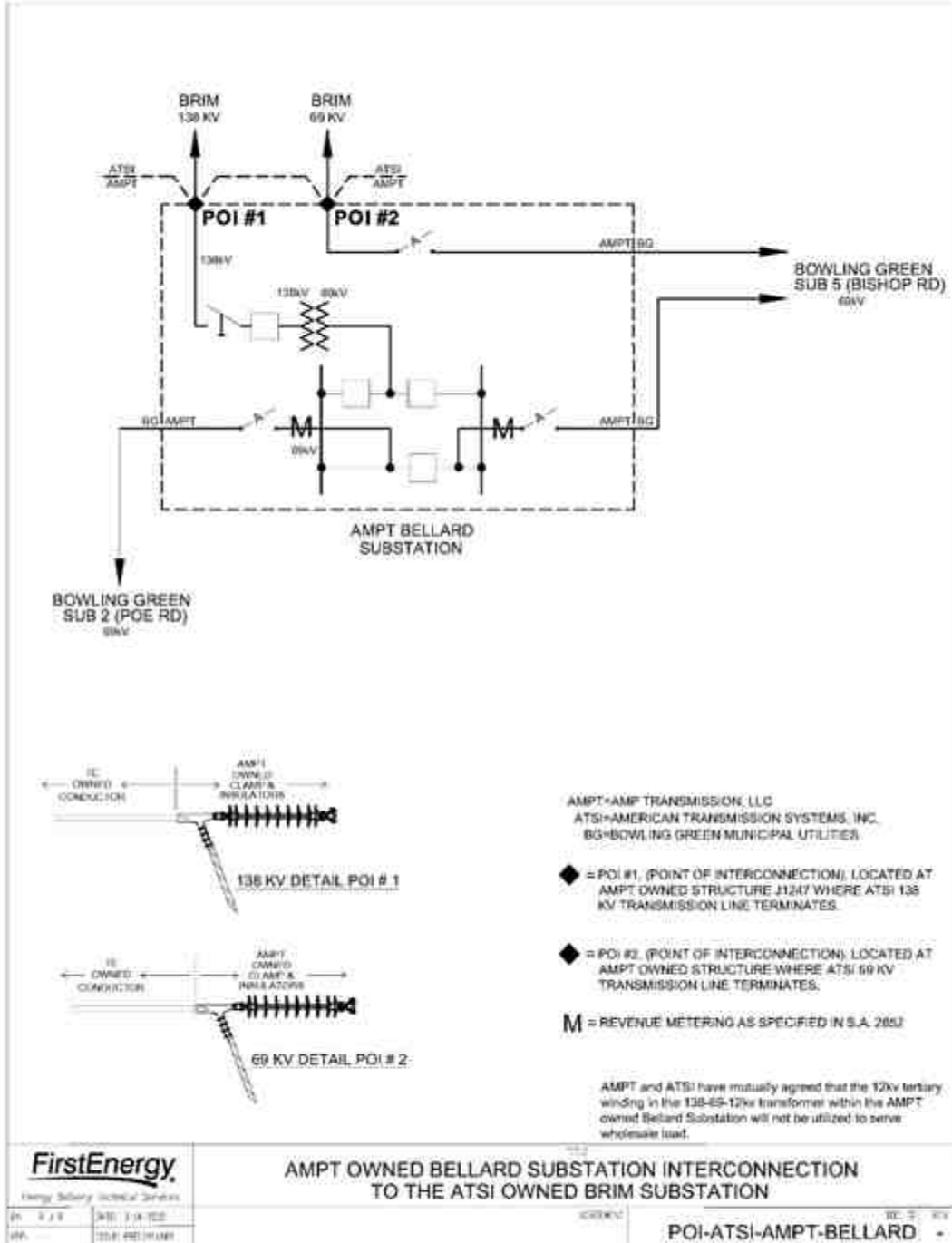
AMPT = AMP TRANSMISSION, LLC  
 ATSI = AMERICAN TRANSMISSION SYSTEMS, INC.

◆ = POI #1 (POINT OF INTERCONNECTION) LOCATED AT AMPT OWNED STRUCTURE #192A WHERE AMERICAN TRANSMISSION SYSTEMS, INC (ATSI) OWNED TRANSMISSION LINE TERMINATES

M = REVENUE METERING AS SPECIFIED IN S.A. 2852

 Energy Delivery Technical Services		TITLE		
		PIONEER SUBSTATION INTERCONNECTION TO THE ATSI OWNED EAST FAYETTE-EXIT 2 69KV LINE		
BY: R J R	DATE: 3-14-2022	AGREEMENT	SEC. 12	REV.
APP: -	DESIGNER: F246L	POI-ATSI-AMP-TE-PIONEER		-

**Figure VIII  
Bellard Substation Interconnection Points**



## **APPENDIX II**

### **Metering Requirements**

#### 1. Purpose

The purpose of Appendix II is to delineate the coordination of each Party's responsibilities to comply with the requirements and standards for metering as applicable to an Interconnection Point under this Agreement and Service Agreement No. 2852. The Parties shall conform and adopt the use of Appendix II as a guide to acknowledge the general principles for metering. In the event of conflict between Appendix II and any mandatory and enforceable requirement (e.g., Applicable Laws and Regulations, PJM Requirements, and NERC Reliability Standards), such conflict shall be resolved in favor of the applicable mandatory and enforceable requirement.

#### 2. Metering Point

If the Parties intend to use Tie Line Meters at the Interconnection Points, if required by PJM or otherwise agreed to by the Parties, the net interchange of electrical energy between the Transmission Systems at the Interconnection Points shall be measured by Tie Line Meters as specified in this Appendix II. If the Parties do not intend to use Tie Line Meters, the net interchange of electrical energy shall be measured by the existing operational quality metering at the Metering Points identified in Appendix I.

#### 3. Metering Equipment

Suitable and reliable metering equipment shall be installed at each Metering Point, 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 interconnection metering installations, including any modification, addition or upgrade to any metering equipment after the date of this Agreement. As such, a Party may deviate from this metering design and functionality with the other Party's consent, which shall not be unreasonably withheld, conditioned or delayed.

- A. General Requirements. All metering quantities shall be measured at the Metering Point. Metering equipment, including the accuracy of the meters at the Interconnection Points of the Transmission System shall meet the applicable NERC Reliability Standards, PJM Requirements, and the American National Standards Institute ("ANSI") standards. The Parties may agree by amendment to this Agreement to install metering at locations other than the Interconnection Point; however, measured metering quantities shall be compensated for losses to the Interconnection Point. The Parties shall exercise reasonable efforts to avoid such compensating metering installations.
- B. Industry Standard Requirements. Three metering elements are to be used unless both Parties agree doing so is unreasonable. In the event three metering elements are not used, the (N-1) metering elements will be used to measure all real and

reactive power crossing the Interconnection Point, 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) the ANSI standards listed below, or their successors(s) including the standard testing procedures and guidelines of the Party that owns the metering equipment:

ANSI C12.1:	Code for Electricity Metering
ANSI C12.7:	Requirements for Watt-Hour Meter Socket
ANSI C12.9:	Test Switches for Transformer-Rated Meters
ANSI C12.11:	Instrument Transformers for Revenue Metering, 10KV through 350KV BIL
ANSI C12.10:	Electromechanical Watt-hour Meters
ANSI C12.16:	Solid State Electricity Meters
ANSI C12.20:	For Electricity Meters 0.2 and 0.5 Accuracy Class
ANSI C37.90.1:	Surge Withstand Capability (SWC) Test
ANSI/IEEE C57.13:	Standard Requirements for Instrument Transformers

To the extent that the above requirements conflict with the manuals, standards or guidelines of the NERC regarding interchange metering and transactions, the manuals, standards and guidelines of the NERC shall control.

- C. Metering Equipment Maintenance and Testing. Upon installation, unless otherwise specified, the revenue meters for Interconnection Points of 500 kW or larger 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; however, the test will be performed at the requesting Party's expense if the meter is found to be within the established ANSI tolerances. The Party that owns the metering shall inform the other Party with at least three (3) weeks' advance notice of impending meter 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.

If any test of metering equipment discloses an inaccuracy beyond that specified in PJM Manual 01, the accounts of the Parties shall be adjusted for the timeframe of the known meter error that is mutually agreed upon and is allowed under the PJM Operating Agreement or the PJM Tariff. No meter shall be left in service if the percent accuracy error is found to be more than plus or minus one percent (1%).

The Party that owns the metering equipment shall maintain records for the life of the Interconnection Point that demonstrate compliance with all meter tests and maintenance conducted in accordance with Good Utility Practice. The Non-owning Party shall have reasonable access to such records and the Party that owns

the metering equipment will provide such records to the Non-owning Party upon request. 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 shall also be inspected and maintained based on Section 1.3.2 of this Appendix II, and existing standards and practices of the Party that owns the metering equipment.

- D. Current Transformer Requirements. Each Metering Point shall have a dedicated set of metering class 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 term 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.

- E. Voltage Transformers Requirements. Each Metering Point shall have a dedicated set of metering class 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 secondary of the voltage transformers shall be exclusively used for the revenue meters only, so as not to exceed the secondary burden of the stated voltage transformer's nameplate burden rating provided, however, that voltage transformers with two secondary windings, may have one winding dedicated to the revenue meters, and the other winding used for the relaying purposes or for other station 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.

#### 4. Remote Meter Access and Data Communications

For all Interconnection Points, not designated as normally open, the Owning Party that owns the metering equipment at such Interconnection 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 Owning Party shall also be responsible for operation and maintenance, and on-going monthly costs of the communication facilities.

- A. Remote Billing Data Retrieval. The Owning Party may 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.

- B. Real Time Communications. Revenue meters shall be capable of communicating with DAS equipment such as Remote Terminal Unit (“RTU”) to provide the following real-time bi-directional power and energy data: instantaneous real and reactive power flows per phase and three-phase averaged Root-Mean-Squared (“RMS”) voltages, per phase and three-phase averaged RMS currents and frequency with at least two decimal points. Alternative systems which provide the same data may be used upon agreement of the Parties.
- C. 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 within 1/ 2 seconds.

## 5. 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. Where applicable, revenue meters shall be programmable for compensating for power transformer and line losses and, when applicable, such compensation shall be used in determining the settlement of power transferred at the Interconnection Point. 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.

## 6. Meter Access

A Party whose metering equipment is located within a substation 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, if required. Such access shall not be unreasonably withheld.

## 7. Meter Removal

Upon termination of this Agreement or when the metering is no longer needed, a Party owning meter equipment in another Party’s station shall remove such metering equipment from the premises of the other Party within one (1) year after termination or within one (1) year after the Party that owns the meter equipment determines that the interchange metering is no longer needed. In all cases, the removal of the metering equipment shall not inadvisably affect other existing measurement devices.



### **APPENDIX III**

#### **Non-Standard Terms and Conditions**

The Parties agree that the Sullivan Substation Interconnection Point and Enterprise Substation Interconnection Point each may, without any additional studies or coordination, inject electric power or energy into the transmission system with respect to the injection levels that are equal to or less than the injection levels that existed as of June 1, 2011, consistent with the grandfathered Operating and Interconnection Agreement for Wholesale Load between American Municipal Power, Inc. (“AMP”) and FirstEnergy Service Company (on behalf of ATSI and other affiliates of ATSI) (“ATSI”) designated as Service Agreement No. 2852 (“S.A. 2852”). Additionally, Bowling Green’s existing 69 kV delivery points and the Bellard Substation Interconnection Point are operated in parallel. **[Note: ATSI does not understand the intent of this last sentence. Parties to discuss.]**

#### Metering Ownership and Load Data Reporting

For wholesale loads located behind the AMPT-ATSI Interconnection Points that are included in the calculations of ATSI zonal load, AMPT shall cooperate with ATSI and PJM to ensure that data is available for hourly energy assignment, peak load contributions and network service peak load values for use in calculating transmission charges and generation capacity obligations; however, the Parties recognize that AMPT is not the Load Serving Entity for the wholesale loads interconnected with AMPT facilities. Hourly energy obligations, peak load contribution and network service peak load values will be derived by ATSI using methods referenced in Attachment M to the PJM Tariff.

## **APPENDIX IV**

### **Definitions**

“Affiliate”- shall mean with respect to a corporation, limited liability company, partnership or other entity, each such other corporation, limited liability company, partnership or other entity that either directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, limited liability company partnership or other entity.

“Applicable Laws and Regulations”– shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority having jurisdiction over the relevant Parties, their respective facilities, and/or the respective services they provide.

“Contractor” – shall mean one or more persons or entities designated by either Party or its Affiliates to provide or perform all or a portion of the supply of any work, services, labor, supervision, equipment, data, materials or any other item related to the Interconnection Points identified in this Agreement.

“Confidential Information” – shall mean information clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential. If requested by any Party, the disclosing Party shall provide in writing the basis for asserting that the information referred to warrants confidential treatment. “Confidential Information” does not include any information which the receiving Party can demonstrate (a) has become available to the public through no Breach of this Agreement; (b) was previously known by the receiving Party without any obligation to hold it in confidence; (c) was received on a non-confidential basis from a third party free to disclose such information without restriction; or (d) was independently developed by the receiving Party without the use of Confidential Information of the disclosing Party.

“Due Diligence” – shall mean the exercise of commercially reasonable efforts consistent with Good Utility Practice.

“Force Majeure” - shall mean any cause beyond the control of the affected Party, including but not restricted to, acts of God, flood, drought, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, acts of a public enemy or terrorist, explosions, orders, regulations or restrictions imposed by governmental, military, or lawfully established civilian authorities, which, in any of the foregoing cases, by exercise of Due Diligence such Party could not reasonably have been expected to avoid, and which, by the exercise of Due Diligence, it has been unable to overcome. Force Majeure does not include: (i) a failure of performance that is due to an affected Party’s own negligence or intentional

wrongdoing; (ii) any removable or remediable causes (other than settlement of a strike or labor dispute) which an affected Party fails to remove or remedy within a reasonable time; or (iii) economic hardship of an affected Party.

“Good Utility Practice” – 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; including those practices required by Section 215(a)(4) of the Federal Power Act.

“Governmental Authority” – shall mean any federal, state, local or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, arbitrating body, or other governmental authority, having responsibility over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include either Party, nor any Affiliate thereof.

“Interconnection Construction” – shall mean construction to establish an Interconnection Point between the Parties, and the Modification of facilities by one Party materially affecting the facilities of the other Party at an existing Interconnection Point.

“Interconnection Point” – shall mean each point of electrical connection between the Transmission System of one Party and the Transmission System of the other Party as set forth in this Agreement.

“Metering Point” – shall mean each point at which the electrical energy flowing between the Parties at an Interconnection Point is measured, whether by a Tie-Line Meter or operational quality meters.

“Modification” – Any material new construction, additions, design changes or modifications made to, or the abandonment, retirement, relocation or rearrangement of facilities.

“NERC” – shall mean the North American Electric Reliability Corporation or any successor or other entity assuming or charged with similar responsibilities related to the operation and reliability of the North American electric interconnected transmission grid and the electric transmission facilities addressed in this Agreement, including with respect to each Party’s own transmission facilities, any regional or other subordinate council of which the Parties are a member.

“NERC Reliability Standards” – shall mean mandatory and enforceable requirements, administered by NERC, approved by the FERC under Section 215 of the Federal Power Act, to provide for reliable operation of the bulk-power system.

“Non-owning Party” – shall mean the Party that does not own certain facilities as delineated in Appendix I and Appendix II to this Agreement.

“Owning Party” – shall mean the Party that owns certain facilities as delineated in Appendix I and Appendix II to this Agreement.

“PJM Requirement” – shall mean any rule, charge, procedure, or other requirements of PJM, including the PJM Tariff, applicable to FERC-jurisdictional service provided over the Transmission System of either Party.

“PJM Tariff” – shall mean PJM’s Open Access Transmission Tariff as on file with FERC and in effect.

“Representatives” – means a Party’s Affiliates, and the Party’s and its Affiliates’ equity owners, governing persons, officers, employees, advisors, attorneys, and prospective or actual lenders or investors.

“Third Party Claim” shall mean a claim, demand, cause of action or proceeding made or brought by a Person that is not a Party or an Affiliate of a Party.

“Tie Line Meter” shall mean metering equipment for measuring power flow between the ATSI and another PJM Settlement Zone, where applicable and consistent with Appendix II of this Agreement and PJM Requirements.

**FIRST AMENDED  
INTERCONNECTION AGREEMENT**

**between**

**AMERICAN TRANSMISSION SYSTEMS, INCORPORATED**

**and**

**AMP TRANSMISSION, LLC**

## TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1 – INTERCONNECTED OPERATION .....	1
ARTICLE 2 – OPERATIONS AND MAINTENANCE.....	2
ARTICLE 3 – METERING AND DATA ACQUISITION SYSTEM EQUIPMENT.....	3
ARTICLE 4 – CONFIDENTIALITY.....	4
ARTICLE 5 – INVOICING AND PAYMENT; TAXES.....	7
ARTICLE 6 – INDEMNITY AND INSURANCE.....	8
ARTICLE 7 – DISPUTES.....	12
ARTICLE 8 – TERM AND TERMINATION OF AGREEMENT.....	13
ARTICLE 9 – BREACH AND DEFAULT.....	14
ARTICLE 10 – REGULATORY AUTHORITIES.....	15
ARTICLE 11 – MODIFICATIONS OF FACILITIES.....	16
ARTICLE 12 – GENERAL.....	17
ARTICLE 13 -ASSIGNMENT.....	20
ARTICLE 14 – SURVIVAL.....	21

## **APPENDICES**

### Appendix I Interconnection Points and One-Line Diagrams

- Figure I – Sullivan Substation Interconnection Point, (Napoleon, OH)
- Figure II – Enterprise Substation Interconnection Point (Napoleon, OH)
- Figure III – William J. Lyren Substation Interconnection Point (Wadsworth, OH)
- Figure IV – Cannon Substation Interconnection Point (Amherst, OH)
- Figure V – Brewster Substation Interconnection Point (Brewster, OH)
- Figure VI – Rye Beach Road Interconnection Point (Huron, OH)
- Figure VII – Pioneer Substation Interconnection Point (Pioneer, OH)
- Figure VIII – Bellard Substation Interconnection Points (Bowling Green, OH)

### Appendix II Metering Requirements

### Appendix III Non-Standard Terms and Conditions

### Appendix IV Definitions

## **FIRST AMENDED INTERCONNECTION AGREEMENT**

**THIS FIRST AMENDED INTERCONNECTION AGREEMENT** (“Agreement”) is made and entered into as of the ~~19th~~ day of ~~April~~May, 2022 (the “Execution Date”), between American Transmission Systems, Incorporated (“ATSI”) and AMP Transmission, LLC (“AMPT”); ATSI and AMPT may be referred to herein individually as a “Party” or collectively as the “Parties”. For the avoidance of doubt, the terms “Party” and “Parties” as used herein shall not include PJM Interconnection, L.L.C. (“PJM”) or any successor Regional Transmission Organization.

### **WITNESSETH:**

**WHEREAS**, AMPT is a transmission-only non-profit limited liability company, which owns, operates, and maintains transmission facilities in Ohio.

**WHEREAS**, AMPT’s transmission facilities provide transmission service to customers pursuant to the PJM Open Access Transmission Tariff (“PJM Tariff”).

**WHEREAS**, ATSI is a public utility that is engaged in transmitting electric energy in the State of Ohio and the Commonwealth of Pennsylvania.

**WHEREAS**, FERC has required the Parties to this Agreement to include PJM as a signatory to this Agreement, pursuant to *American Electric Power Service Corporation*, 112 FERC ¶ 61,128 at P 10 (2005), in order to ensure that PJM is kept fully apprised of the matters addressed herein and so that PJM may be kept aware of any reliability and planning issues that may arise.

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

### **ARTICLE 1 INTERCONNECTED OPERATION**

#### ~~1.1~~ 1.1 Interconnected Operation

The Parties’ Transmission Systems shall be interconnected at each Interconnection Points specified and described in Appendix I of this Agreement. The Parties, by amendment to this Agreement pursuant to Section 10.3, may add, discontinue or modify one or more Interconnection Points.

#### ~~1.2~~ 1.2 Continuity of Interconnected Operation

During the term of this Agreement, each Party shall continue to maintain in service its respective transmission systems interconnection facilities and essential terminal equipment necessary to maintain in a safe and reliable manner each Interconnection Point described in Appendix I.



~~1.3~~ 1.3 Compliance with Law

Each Party shall comply with Good Utility Practice and Applicable Laws and Regulations, including the requirements of any Governmental Authority having jurisdiction over the Party, in performing its respective obligations and responsibilities under this Agreement.

**ARTICLE 2 OPERATIONS AND MAINTENANCE**

~~2.1~~ 2.1 Operating Responsibilities

Each Party, if applicable, shall exercise reasonable care to design, construct, maintain, and operate its Transmission System, in accordance with Good Utility Practice and any PJM requirement, and in such manner as to avoid the unauthorized use of the generation or transmission facilities of any other person, including such facilities of the other Party (hereinafter referred to as “Unauthorized Use”). 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 or prevention of Unauthorized Use. Each Party shall maintain and operate its respective Transmission System so as to reasonably minimize, in accordance with Good Utility Practice, the likelihood of a disturbance originating on its Transmission System, which might cause impairment to the service of the other Party.

~~2.2~~ 2.2 Interruption of Service

The interconnection of the Parties’ Transmission Systems under this Agreement may be interrupted, upon reasonable notice, under the following circumstances: (a) by operation of automatic equipment installed for power system protection; (b) after consultation with the other Party if practicable, when a Party deems it desirable for the installation, maintenance, inspection, repairs or replacements of equipment; (c) to comply with a directive issued by PJM; 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 a burden on its system, or to avoid or mitigate the loss of life, injury, or property damage. If synchronous operation of the Parties’ Transmission Systems through a particular line or lines becomes interrupted, the Parties shall cooperate so as to remove the cause of such interruption as soon as practicable and restore said lines to normal operating condition.

~~2.3~~ 2.3 Maintenance and Facility Maintenance

Each Party shall maintain its facilities in a safe and reliable manner in accordance with: (i) the terms of this Agreement; (ii) applicable NERC Reliability Standards; (iii) PJM Requirements; and (iv) Good Utility Practice. Operating arrangements for facility maintenance shall be coordinated between operating personnel of the Parties’ respective control centers. Except as may be necessary and appropriate in an emergency, all operating arrangements shall be in accordance with PJM Requirements.

~~2.4~~ 2.4 Compliance with NERC Reliability Standards

The Parties shall confer as necessary to maintain agreeable understanding of their respective NERC-registered roles as they pertain to the operation, maintenance, or Modification of an Interconnection Point identified in Appendix I of this Agreement or the coordination of any new Interconnection Point between the Parties. Unless otherwise agreed in writing between the Parties, the Parties shall not be responsible for each other's NERC compliance requirements.

~~2.5~~ 2.5 Cooperation Associated with NERC Reliability Standards

If one Party is subject to a data request, self-certification or an audit of applicable NERC Reliability Standards, or similar type request where such request is associated with the facilities it operates to effect the interconnection of the Parties' Transmission Systems at each Interconnection Point by FERC, NERC, or PJM, then the other Party shall cooperate and assist in a timely fashion and to the extent necessary to address any such data request, self-certification or an audit of applicable NERC Reliability Standards. When either Party is required to demonstrate compliance with NERC Reliability Standards with respect to such facilities, the other Party shall cooperate and assist in a timely fashion with such compliance activities to the extent such requirement involves facilities necessary to facilitate the interconnection being provided for herein.

~~2.6~~ 2.6 Access

Each Party shall provide the other Party access to areas under its control as reasonably necessary to permit the other Party to perform its obligations under this Agreement, including operation and maintenance obligations. A Party that obtains such access shall comply with all safety rules applicable to the area to which access is obtained.

**ARTICLE 3  
METERING AND DATA ACQUISITION SYSTEM EQUIPMENT**

~~3.1~~ 3.1 Interconnection Point

All electric energy transmitted under this Agreement shall be of the character commonly known as either three-phase 60 Hz or direct current energy and shall flow at the Interconnection Points specified under Article 1 of this Agreement at standard nominal voltage or such other voltages as may be specified in this Agreement.

~~3.2~~ 3.2 Metering and Data Acquisition System Equipment

Where applicable and consistent with Appendix II of this Agreement and PJM Requirements, ATSI or an Affiliate shall install and maintain revenue metering equipment at each Interconnection Point for measuring electric energy for the purposes of determining load and effecting settlements.

AMPT shall be responsible for providing all SCADA data as required by the PJM Tariff via their respective existing ICCP data links to PJM. The Parties may receive operational data regarding the interconnection between the Parties via the ICCP data links to PJM. Should an interruption of

the communication equipment interfere with either Party's access to the SCADA data, the Parties shall use Due Diligence to resolve the problem as quickly as possible.

The Parties shall cooperate to provide access to the telemetry/data to one another and determine correct meter values as needed.

## ARTICLE 4 CONFIDENTIALITY

### ~~4.1~~ 4.1 Confidentiality

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential. If requested by any Party, the disclosing Party shall provide in writing the basis for asserting that the information referred to in this section warrants confidential treatment, and the requesting Party may disclose such writing to an appropriate Governmental Authority.

### ~~4.2~~ 4.2 Term

During the term of this Agreement, and for a period of five (5) years after the expiration or termination of this Agreement, except as otherwise provided in this Article 4, each Party shall hold in confidence, and shall not disclose to any person, Confidential Information provided to it by the other Party.

### ~~4.3~~ 4.3 Scope

Confidential Information shall not include information that the receiving Party can demonstrate: (i) is generally available to the public other than as a result of a disclosure by the receiving Party; (ii) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (iii) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party, after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (iv) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (v) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this Agreement; or (vi) is required, in accordance with Section 4.8 or 4.11 of this Agreement, to be disclosed to any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this Agreement. Information designated as Confidential Information shall no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential.

### ~~4.4~~ 4.4 Release of Confidential Information

Subject to Sections 4.8 and 4.11, no Party shall disclose Confidential Information to any other person, except to its Representatives (limited by the FERC's Standards of Conduct requirements), without the prior written consent of the disclosing Party. A receiving Party may disclose

Confidential Information to its Representatives provided that such Representative has first been advised of the confidentiality provisions of this Article 4. Notwithstanding the foregoing, a Party providing Confidential Information to a Representative shall remain primarily responsible for any release of Confidential Information by such Representative in contravention of this Article 4.

#### 4.5 4.5 Rights

Each Party retains all rights, title, and interest in the Confidential Information that it discloses to any other Party. A Party's disclosure to the other Party of Confidential Information shall not be deemed a waiver by such Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

#### 4.6 4.6 No Warranties

By providing Confidential Information, neither Party makes any warranties or representations as to its accuracy or completeness.

#### 4.7 4.7 Standard of Care

Each Party shall use at least the same standard of care to protect Confidential Information it receives as such Party uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Confidential information may be used solely to fulfill a Party's obligations to the other Party under this Agreement or to comply with Applicable Laws and Regulations.

#### 4.8 4.8 Order of Disclosure

If a Governmental Authority with the right, power, and apparent authority to do so requests or requires a Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the Party that provided the information with prompt prior notice of such request(s) or requirement(s) so that the providing Party may seek an appropriate protective order or waive compliance with the terms of this Agreement. Notwithstanding the absence of a protective order or agreement, or waiver, the Party that is subjected to the request or order may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party shall use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

#### 4.9 4.9 Return or Destruction of Confidential Information

Each Party shall, within ten (10) calendar days of receipt of a written request from the other Party, use reasonable efforts to destroy, erase, or delete (with such destruction, erasure and deletion certified in writing to the requesting Party) or to return to the other Party, without retaining copies thereof, any and all written or electronic Confidential Information received from the requesting Party. Notwithstanding the foregoing, a Party shall not be required to purge any historical backup media.

~~4.10~~ 4.10 Remedies

The Parties agree that monetary damages may be inadequate to compensate a Party for another Party's Breach of its obligations under this Article 4. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article 4, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed to be an exclusive remedy for the Breach of this Article 4, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. The provisions of Section 12.3(b) are also applicable here.

~~4.11~~ 4.11 Disclosure to FERC or its Staff

Notwithstanding anything in this Article 4 to the contrary, and pursuant to 18 C.F.R. § 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from a Party that is otherwise required to be maintained in confidence pursuant to this Agreement, such Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 C.F.R. § 388.122, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. To the extent permitted by law, each Party shall notify the other Party prior to the release of the other Party's Confidential Information to the Commission or its staff. A Party shall notify the other Party when it is notified by FERC or its staff that a request to release the other Party's Confidential Information has been received by FERC, at which time either of the Parties may respond before such information would be made public, pursuant to 18 C.F.R. § 388.112.

~~4.12~~ 4.12 General Disclosure

Notwithstanding any other provisions of this Article 4, a Party may disclose the Confidential Information provided by the other Party to the extent disclosure is: (i) reasonably deemed by the disclosing Party to be required in connection with a dispute between the Parties, or the defense of litigation or dispute; (ii) otherwise permitted by written consent of the Party that provided such Confidential Information; or (iii) necessary to fulfill its obligations to an RTO or ISO or to a regional or national reliability organization. Prior to any disclosures of another Party's Confidential Information under this Section 5.12, the disclosing Party shall promptly notify the other Party in writing and shall assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

**ARTICLE 5**  
**INVOICING AND PAYMENT; TAXES**

~~5.1~~ 5.1 Purpose of Invoicing

Any invoice that is issued pursuant to this Agreement shall be for: (a) the establishment of any new Interconnection Point; (b) the modification of an existing Interconnection Point; or (c) other purposes as may be set forth in this Agreement.

#### ~~5.2~~ 5.2 Timeliness of Payment

Unless otherwise agreed upon, all invoices, if any, issued pursuant to 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 invoice. Payment 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 two percent (2%) per annum, but will in no event exceed the maximum interest rate allowed pursuant to the law of the state where the Interconnection Point associated with such invoice is or is expected to be located, and shall be payable from the due date of such unpaid amount and until the date paid.

#### ~~5.3~~ 5.3 Disputed Invoices

In the event that a Party disputes an invoice, the Party shall pay the invoice in full in accordance with Section 5.2 of this Agreement subject to the refund of any amounts found to have been incorrectly invoiced plus interest on such amount at the rate stated in Section 5.2 from the date of payment until the date of the refund. In the event of a billing dispute, the disputing Party shall provide notice of the dispute to the billing Party as set out in Section 12.4. In response to the notice, the billing Party will promptly provide all documentation that is reasonably required in support of its bill and confer with the disputing Party. If these good faith efforts fail to resolve the issue, the matter may be addressed through the dispute resolution procedures of Article 7.

#### ~~5.4~~ 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~~ 5.5 Tax Reimbursement

If, as part of any compensation to be paid under this Agreement, any direct tax, including, but not limited to sales, excise, or similar taxes (other than taxes based on or measured by net income) is levied and/or assessed against either Party 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, then except as provided in Section 5.6, such supplying Party shall be fully compensated prospectively by the other Party for such direct taxes.

#### ~~5.6~~ 5.6 Contribution In-Aid of Construction

For payment amounts that are classified as contributions in-aid of construction (“CIAC”), and in the event and to the extent such CIAC payment amounts (“CIAC Payment”) are classified as taxable income by the receiving Party or if the receiving Party is tax exempt, receipt of such CIAC Payment causes said Party to become taxable, such CIAC Payment shall be increased (or “grossed-up”) to fully cover the receiving Party’s net tax consequences arising from the CIAC Payment. If at the time of invoicing the receiving Party made a good faith determination that the CIAC Payment would not be classified as taxable income but federal or state income taxes are subsequently imposed upon the receiving Party by the Internal Revenue Service (“IRS”) and/or a state department of revenue (“State”) arising from the receipt of such CIAC Payment, the Party that originally made the CIAC Payment shall reimburse the receiving Party for the full tax effect of such CIAC Payment computed in accordance with FERC rules and including any interest and penalty charged to the Party by the IRS and/or State.

## ARTICLE 6 INDEMNITY AND INSURANCE

### ~~6.1~~ 6.1 Indemnity

To the extent permitted by law, each Party (the “Indemnifying Party”) shall indemnify, save harmless, and defend the other Party from and against any losses, liabilities, costs, expenses, suits, actions, claims, and all other obligations arising out of injuries or death to persons or damage to property to the extent arising out of, in connection with, or resulting from (i) the failure of the Indemnifying Party or any of its Contractors in performance of its obligations under this Agreement, or (ii) the negligence or intentional misconduct of the Indemnifying Party or its Contractors, except that a Party’s obligation to indemnify the other Party shall not apply to the extent of any liabilities arising from the other Party’s negligence or intentional misconduct or that portion of any liabilities that arise out of the other Party’s contributing negligence, intentional acts or omissions.

Promptly after receipt by a Party entitled to indemnity (“Indemnified Party”) of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the Indemnity provided for in this Section 6.1 may apply, the Indemnified Party shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect an Indemnifying Party’s indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

The Indemnifying Party shall, at the Indemnified Party’s option and at the Indemnifying Party’s expense, defend the Indemnified Party against any and all suits, actions, or claims arising out of, connected with, or resulting from (i) the failure of the Indemnifying Party or any of its Contractors in performance of its obligations under this Agreement, or (ii) the negligence or intentional misconduct of the indemnifying Party or its Contractors provided that the Indemnifying Party shall not settle or make a plea with respect to any proceeding without the Indemnified Party’s prior written consent.

A Party’s obligations to another Party under this Section 6.1 shall not be limited in any way by any provision of any workers’ compensation, disability benefits, payroll or other employee benefits laws; provided, however, that nothing herein shall limit or restrict any defense a Party

may be entitled to assert with respect to a Third Party Claim, including a defense based on the status of such Party as a statutory employer. EACH PARTY HEREBY SPECIFICALLY AND EXPRESSLY WAIVES ANY AND ALL DEFENSES IT MAY HAVE TO AN INDEMNIFICATION OBLIGATION TO THE OTHER PARTY PURSUANT TO THIS AGREEMENT BASED ON ANY IMMUNITY TO WHICH SUCH PARTY MAY BE ENTITLED UNDER ANY WORKERS' COMPENSATION, DISABILITY BENEFITS, PAYROLL OR EMPLOYEE BENEFITS LAWS.

For the purposes of this Section 6.1 only, the term "Party" shall include the Party's Affiliates and the directors, officers, employees, and agents of the Party and its Affiliates.

~~6.2~~ 6.2 Insurance

~~6.2.1~~ 6.2.1 Maintaining Insurance

Each Party shall maintain insurance as described in paragraphs A through E below. All insurance shall be procured from insurance companies rated "A-," VII or better by AM Best and approved to do business in a state or states in which the Interconnection Point(s) is located. Failure to maintain required insurance shall be a Breach of this Agreement.

- ~~A.~~ A. Workers' Compensation insurance with statutory limits, as required by the state and/or jurisdiction in which Interconnection Construction is to be performed, and employer's liability insurance with limits of not less than one million dollars (\$1,000,000.00).
- ~~B.~~ B. Commercial General Liability Insurance and/or Excess Liability Insurance covering liability arising out of premises, operations, personal injury, advertising, products and completed operations coverage, independent contractors coverage, liability assumed under an insured contract, and punitive damages to the extent allowable under applicable law, with limits of not less than one million dollars (\$1,000,000) per occurrence/one million dollars (\$1,000,000) general aggregate/one million dollars (\$1,000,000) products and completed operations aggregate.
- ~~C.~~ C. Business/Commercial Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of one million dollars (\$1,000,000) each accident combined single limit for bodily injury, including death, and property damage.
- ~~D.~~ D. Excess and/or Umbrella Liability Insurance with a limit of liability of not less than twenty million dollars (\$20,000,000.00) per occurrence. This limit applies in excess of the employer's liability, commercial general liability and business/commercial automobile liability coverages described above. This requirement can be met alone or via a combination of primary, excess and/or umbrella insurance.



~~E.~~ E. Professional Liability Insurance providing errors, omissions and/or malpractice coverage in the amount of one million dollars (\$1,000,000) per claim/aggregate. Coverage shall be provided for the Parties' representatives that are responsible for design work associated with Interconnection Construction. A Party may meet the Professional Liability Insurance requirements by requiring Contractors, designers, or engineers, or other parties that are responsible for Interconnection Construction to procure professional liability insurance in the amounts and upon the terms prescribed by this Section 6.2.1, and providing evidence of such insurance to the other Party. Nothing in this section relieves the Party from complying with the insurance requirements.

### ~~6.2.2~~ 6.2.2 Additional Insureds

The General Liability, Automobile Liability and Excess and/or Umbrella Liability policies procured by each Party (Insured Party) shall include the other Party (Additional Insured Party), and its respective officers, agents and employees as an additional insured for bodily injury and/or property damage (including loss of use) arising out of the Insured Party's operations, performance, or lack of performance under this Agreement.

### ~~6.2.3~~ 6.2.3 Other Required Terms

The above-mentioned insurance policies of a Party (except workers' compensation, excess/umbrella and professional liability) shall provide the following:

~~A.~~ A. Each policy shall contain provisions that specify that it is primary and non-contributory for any liability arising out of the Insured Party's liability, and shall apply to such extent without consideration for other policies separately carried by the Additional Insured Party and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. In addition, the following shall apply to all Parties' insurance policies, to the extent allowable by law.

~~i.~~ i. If any coverage is written on a claims first made basis, continuous coverage shall be maintained or an extended discovery period will be exercised for a period of not less than two (2) years after termination of this Agreement.

~~ii.~~ ii. The insurance (including workers' compensation) shall include a waiver of all rights of subrogation which a Party's insurance carrier might exercise against the other Party.

~~iii.~~ iii. Each Party shall be responsible for its respective deductibles or retentions.

#### ~~6.2.4~~ 6.2.4 No Limitation of Liability

The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by each respective Party under this Agreement.

#### ~~6.2.5~~ 6.2.5 Self-Insurance

Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of this Section 6.2 to the extent it maintains a self-insurance program, provided that such Party's or its parent company's senior secured debt is rated at investment grade or better by Standard & Poor's and its self-insurance program meets the minimum insurance requirements of this Section 6.2. For any period of time that a Party's or its parent company's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under this Section 6.2. In the event that a Party is permitted to self-insure pursuant to this section, it shall notify the other Party that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with this Agreement.

#### ~~6.2.6~~ 6.2.6 Notices; Certificates of Insurance

Each Party shall endeavor to provide the other Party with thirty days prior written notice of cancellation to any of the insurance required under this Agreement provided, however, that no notice shall be required if a canceled policy is replaced with an equivalent policy without any lapse in coverage. Each Party shall provide the other with certificates of insurance prior to commencement of Interconnection Construction related to an Interconnection Point and thereafter at such time intervals as they shall mutually agree upon, provided that such interval shall not be less than one year. The insured Party's certificates of insurance shall indicate that the certificate holder is included as an additional insured under the Commercial General Liability, Business/Commercial Automobile Liability and Excess and/or Umbrella Liability coverage, and that this insurance is primary and non-contributory. Each Party's certificates of insurance shall evidence that a waiver of subrogation is included in the required insurance policies in favor of the other Party.

#### ~~6.2.7~~ 6.2.7 Contractor Insurance

In accordance with Good Utility Practice, each Party shall require each of its Contractors to maintain and provide evidence of insurance coverage of types, and in amounts, commensurate with the risks associated with the services provided by the Contractor. Bonding of Contractors shall be at the hiring Party's discretion, but regardless of bonding, the hiring principal shall be responsible for the performance or non-performance of any Contractor it hires.

#### ~~6.2.8~~ 6.2.8 Reporting Incidents

The Parties shall report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this

Agreement.

## ARTICLE 7 DISPUTES

### ~~7.1~~ 7.1 Mediation

Any controversy or claim arising out of or relating to this Agreement or Breach thereof that cannot be resolved after a period of thirty (30) days of negotiation may, by mutual agreement of the Parties, be settled by mediation in accordance with this Agreement. During the mediation process, the Parties will try to resolve their differences voluntarily with the aid of an impartial mediator, who will attempt to facilitate negotiations. The mediator will be selected by the mutual agreement of the Parties as soon as practical after the Parties agree to commence the mediation process.

### ~~7.2~~ 7.2 Confidentiality of Mediation

The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceedings relating to the dispute. No recording or transcript shall be made of the mediation proceedings.

### ~~7.3~~ 7.3 Termination of Mediation

If a dispute has not been resolved within forty-five (45) days after the commencement of the non-binding mediation process (or a longer period if the Parties agreed to extend the non-binding mediation), the mediation shall terminate.

### ~~7.4~~ 7.4 Rights and Remedies

If any dispute is not settled by mediation, then any Party may pursue any and all rights and remedies available to it under this Agreement, or in law or equity. Notwithstanding the mediation hereunder, the Parties have the right to proceed directly to court to seek relief in law or in equity. The submission of a dispute to mediation shall not limit or in any way affect the applicable Party's right to effect remedies or limit such Party's rights under this Agreement or otherwise.

## ARTICLE 8 TERM AND TERMINATION OF AGREEMENT

### ~~8.1~~ 8.1 Term

This Agreement shall be effective as of the Execution Date, 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 it is terminated in accordance with Section 8.2.

### ~~8.2~~ 8.2 Termination

This Agreement may be terminated by the following means:

~~8.2.1~~ 8.2.1 By Mutual Consent

This Agreement may be terminated as of the date on which the Parties mutually agree to terminate this Agreement.

~~8.2.2~~ 8.2.2 \_\_\_\_\_ By Either Party

Either Party may terminate this Agreement by providing to the other Party and to PJM thirty-six (36) months' advance written notice of its intent to terminate this Agreement, in which case this Agreement shall terminate at the end of such thirty-six (36) month notice period.

~~8.2.3~~ 8.2.3 Upon Default

Either Party may terminate this Agreement upon the Default of the other Party by providing the defaulting Party and PJM thirty (30) days prior written notice of termination.

## ARTICLE 9 BREACH AND DEFAULT

~~9.1~~ 9.1 \_\_\_\_\_ Breach and Default

A Party shall be considered in default of this Agreement (“Default”) if it fails to cure a Breach in accordance with the terms of this Section 9.1. A breach (“Breach”) shall mean the failure of a Party to perform or observe any material term or condition of this Agreement; provided that no Breach shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this Agreement or the result of an act or omission of the other Party. Upon a Breach, the non-breaching Party shall give written notice of such Breach to the breaching Party. The breaching Party shall have thirty (30) calendar days from receipt of the Breach notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) calendar days, the breaching Party shall commence such cure within thirty (30) calendar days after notice and continuously and diligently complete such cure within ninety (90) calendar days from receipt of the Breach notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

~~9.2~~ 9.2 \_\_\_\_\_ Renegotiable Events

If one of the following conditions occurs, the Parties shall negotiate in good faith to amend this Agreement or to take other appropriate action so as to protect each Party’s interest in this Agreement. This Agreement shall serve as the document upon which such negotiations shall be based and the Parties shall make as minimal modifications as necessary to effectuate the original intent and purpose of this Agreement. If the Parties are unable to reach agreement, either Party shall have the right to unilaterally file with the FERC, pursuant to Section 205 or Section 206 of the Federal Power Act as appropriate, proposed amendments to this Agreement that the Party deems reasonably necessary to protect its interests:

~~A.~~ A. any change to Applicable Laws and Regulations having a material impact

upon the effectiveness or enforceability of any provision of this Agreement;

- ~~B.~~ B. this Agreement is not approved or accepted for filing by the FERC without modification or condition;
- ~~C.~~ C. PJM or NERC prevents, in whole or in part, either Party from performing any provisions of this Agreement in accordance with its terms;
- ~~D.~~ D. either Party withdraws as a member of PJM;
- ~~E.~~ E. PJM Requirements are modified in a manner that materially affects either Party's ability to perform its obligations under this Agreement; or
- ~~F.~~ F. PJM, either voluntarily or involuntarily, is dissolved.

## ARTICLE 10 REGULATORY AUTHORITIES

### ~~10.1~~ 10.1 Regulatory Authorities

This Agreement is made subject to the jurisdiction of the FERC and any Governmental Authority having jurisdiction over the rates, terms conditions or services provided under this Agreement.

### ~~10.2~~ 10.2 Adverse Regulatory Change

The Parties agree to jointly submit and support the filing of this Agreement with the FERC, if such filing is required by the Federal Power Act. Any changes or conditions imposed by the FERC 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 in accordance with Section 9.2 shall be cause for termination of this Agreement upon thirty (30) days' prior written notice by the non-consenting Party to the other Party.

### ~~10.3~~ 10.3 Amendments to the Agreement

#### ~~10.3.1~~ 10.3.1 Amendments

This Agreement may only be modified in a writing signed by both Parties and PJM. In the event that the Parties agree to amend this Agreement, the Parties shall, if required by Applicable Laws and Regulations, file any such amendment or modification with the FERC.

#### ~~10.3.2~~ 10.3.2 Section 205 and 206 Rights

Nothing contained in this Agreement shall preclude either Party from exercising its rights under Section 205 and 206 of the Federal Power Act to file for a change in any rate, term, condition or service provided under this Agreement.

## ARTICLE 11 MODIFICATIONS OF FACILITIES

### ~~11.1~~ 11.1 Generally.

Each Party may make such Modifications to its facilities as it deems necessary in its sole judgment based on Good Utility Practice, subject to the requirements of Section 12.2, below. Modifications shall be subject to any applicable approval process set forth in the PJM Tariff.

### ~~11.2~~ 11.2 Notice.

In the event a Party plans to undertake Modifications to its facilities or Transmission System that reasonably may be expected to impact the other Party's Transmission System, the initiating Party shall provide the other Party and PJM with at least ninety (90) days' advance notice of the desired Modifications. The nature of, and the schedule of work for, performing such Modifications shall be subject to review and acceptance by the other Party and PJM, which review and acceptance shall not be untimely nor unreasonably withheld or delayed, to ensure that such Modifications will (i) not adversely affect a Party's Transmission System, or other facilities, and (ii) are consistent with Good Utility Practice. Subject to all applicable requirements imposed by Applicable Law, PJM, and NERC, the suitability and the responsibility for the safe and adequate design, construction, operation and maintenance of the initiating Party's modifications shall be and remain the sole obligation of the initiating party. If the other Party does not respond within one hundred twenty (120) days after receipt of the notice, then the other Party will be deemed to have accepted the proposed Modifications.

### ~~11.3~~ 11.3 Cost Responsibility.

When the actions of a Party necessitate modifications to the other Party's facilities that are not required by Applicable Law, PJM, FERC, NERC, or other Governmental authority, such Modifications to the other Party's facilities shall be made at the sole cost and expense of the Party whose actions necessitated the modifications requiring the changes, unless otherwise agreed to in writing the Parties, provided such Party's responsibility for such modification cost is limited to those costs that are incremental to costs already planned to the incurred by the other Party for such Modifications.

### ~~11.4~~ 11.4 Information.

Subject to any applicable confidentiality agreements, each Party agrees that it will furnish to the other Party such information concerning its system as may be reasonably requested by the other Party as reasonably necessary to construct, operate, maintain, and implement Modifications to the other Party's facilities. No review of such information will constitute an acceptance or approval of the Modifications by the reviewing Party.

## ARTICLE 12 GENERAL

### ~~12.1~~ 12.1 Force Majeure

No Party shall be in default in respect to any obligation hereunder because of Force Majeure. A Party unable to fulfill any obligation by reason of Force Majeure shall use Due Diligence to remove such disability with appropriate dispatch. A Party unable to fulfill any obligation by reason of Force Majeure shall: (a) provide prompt written notice of such Force Majeure event to the other Party which notice shall include an estimate of the expected duration of such event; and (b) attempt to exercise all reasonable efforts to continue to perform its obligations under this Agreement. The failure of a Party to perform its obligations under this Agreement as a result of Force Majeure shall only be excused for the duration of the Force Majeure and while such Party exercises Due Diligence to remove such disability. As soon as the non-performing Party is able to resume performance of its obligations, such Party shall resume performance and give prompt notice thereof to the other Party.

### ~~12.2~~ 12.2 Waivers

No failure or delay on the part of either Party in exercising any of its rights under this Agreement, no partial exercise by either Party of any of its rights under this Agreement, and no course of dealing between the Parties shall constitute a waiver of the rights of either Party under this Agreement. Any waiver shall be effective only by a written instrument signed by the Party granting such waiver, and such shall not operate as a waiver of, or continuing waiver with respect to any subsequent failure to comply therewith.

### ~~12.3~~ 12.3 Liability

~~A.~~ A. Except to the extent of the other Party's negligence or intentional misconduct or Breach of this Agreement, each Party shall be responsible for all physical damage to or destruction of the property, equipment and/or facilities owned by it and its Affiliates, regardless of who brings the claim and regardless of who caused the damage, and shall not seek recovery or reimbursement from the other Party for such damage.

~~B.~~ B. To the fullest extent permitted by law and notwithstanding Section 6.1 or any other provision of this Agreement, in no event shall a Party, its Affiliates, or any of their respective owners, officers, directors, employees, agents, successors or assigns be liable to the other Party, its Affiliates or any of their respective owners, officers, directors, employees, agents, successors or assigns, whether in contract, warranty, tort, negligence, strict liability, or otherwise, for any special, indirect, incidental, exemplary, consequential (including, without limitation, attorneys' fees, litigation costs, replacement power costs, lost profits or revenues, loss of good will or lost business opportunities) or punitive damages related to or resulting from performance or nonperformance of this Agreement or any activity associated with or arising out of this Agreement.

~~C.~~ C. Nothing in this Agreement shall be construed to create or give rise to any

liability on the part of PJM, and the Parties expressly waive any claims that may arise against PJM under this Agreement.

~~D.~~ D. The Parties acknowledge and understand that the signature of the authorized representative of PJM on this Agreement is for the limited purpose of acknowledging that a representatives of PJM has~~ve~~ read the terms of this Agreement. The Parties and PJM further state that they understand that FERC desires that the Parties keep PJM 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 authorized PJM representative shall not in any way be deemed to imply that PJM is taking responsibility for the actions of any Party, that PJM has any affirmative duties under this Agreement or that PJM is liable in any way under this Agreement.

#### ~~12.4~~ 12.4 Written Notices

Any notice this is required or permitted under this Composite Agreement may be given by personal delivery, by e-mail (with confirmation of receipt), by any courier service which guarantees overnight, receipted delivery, or by U.S. certified or registered mail, return receipt requested, addressed to PJM or the Party entitled thereto, at:

If to AMPT:

AMP Transmission, LLC  
Attn: Chris Norton, Assistant Vice President of Rates and Budget  
1111 Schrock Road, Suite 100  
Columbus, OH 43229  
e-mail: psullivan@amppartners.org and

AMP Transmission, LLC  
Attn: Lisa G. McAlister, General Counsel 1111 Schrock Road, Suite 100  
Columbus, OH 43229  
e-mail: lmcAlister@amppartners.org

If to ATSI:

FirstEnergy Service Company  
Attn: Manager, FERC & Wholesale Connection Support 76 South Main St.  
Akron, OH 44308  
email: mthorn@firstenergycorp.com and

FirstEnergy Service Company  
Attn: Attorney for FERC & Wholesale Connection Support Legal Department  
76 South Main St.  
Akron, OH 44308  
email: pnrao@firstenergycorp.com



If to PJM:

Vice President-Government Policy PJM Interconnection, L.L.C.  
1200 G Street, N.W., Suite 600  
Washington D.C. 20005 and

General Counsel  
PJM Interconnection, L.L.C. 2750 Monroe Blvd.  
Audubon, PA 19403

The above listed titles and addresses for a Party or PJM may be changed by written notice to all the other Parties and PJM. Such change shall not necessitate a filing under Section 205 of the Federal Power Act. Any such notice or communication will be deemed to have been given as of the date received.

~~12.5~~ 12.5 Non-Standard Terms and Conditions Applicable to Interconnection Point(s)

The Parties may establish non-standard terms and conditions applicable to any Interconnection Point and to certain shared facilities related to an Interconnection Point that are specified in this Agreement (“Non-Standard Terms and Conditions”). The Non-Standard Terms and Conditions shall be set forth in Appendix III to this Agreement and shall be in addition to any other terms and conditions provided for in this Agreement. Any conflict between the Non-Standard Terms and Conditions and any other provisions of this Agreement shall be resolved in favor of the Non-Standard Terms and Conditions.

~~12.6~~ 12.6 Governing 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, the applicable law of the State where the Interconnection Point(s) is located, without application of its conflicts of law provisions.

~~12.7~~ 12.7 Defined Terms and Execution

All capitalized terms used in this Agreement shall have the meanings as specified in the body of this Agreement or Appendix IV, or as defined in the PJM Tariff. In the event of any conflict between defined terms set forth in the PJM Tariff or defined terms in this Agreement, such conflict shall be resolved in favor of the terms set forth in this Agreement. Any provisions of the PJM Tariff relating to this Agreement that uses any such defined term shall be construed using the definition given to such defined term in this Agreement.

~~12.8~~ 12.8 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

~~12.9~~ 12.9 Entire Agreement; Superseding Effect

This Agreement, including all exhibits, schedules, appendices and other attachments hereto, sets forth the entire understanding and agreement of the Parties as to the subject matter of this Agreement and supersedes all prior written and oral understandings, offers, agreements, commitments, representations, writings, discussions or other communications of every kind between the Parties, pertaining to the subject matter hereof.

**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 PJM shall become signatories to this Agreement for the limited purpose described in Section 12.3(d) of this Agreement. This Agreement shall not be assigned by any Party without the written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, a Party may assign this Agreement 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, provided that in either case, the assigning Party provides reasonable prior written notice to the other Party and the assignee assumes in writing all rights, duties, and obligations arising under this Agreement. In either such event identified in the preceding sentence, the assigning Party shall be released from all further obligations and duties thereafter arising pursuant to the terms of the Agreement. An assignment of this Agreement shall be filed with the FERC for acceptance pursuant to Section 205 of the Federal Power Act.

**ARTICLE 14 SURVIVAL**

14.1 Survival

The termination of this Agreement shall not discharge either Party from any obligation it owes to the other Party under this Agreement by reason of any transaction, loss, cost, damage, expense or liability that shall occur (or the circumstances, events or basis of which shall occur or arise) prior to such termination. It is the intent of the Parties hereby that any such obligation owed (whether the same shall be known or unknown at the termination of this Agreement) shall survive the termination of this Agreement, and that either Party may enforce its rights against the other Party with respect to such obligations in an action at law or in equity to the fullest extent permitted by law.

This Agreement shall continue in effect after termination to the extent necessary for final billings and payments, and to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect; and to permit each Party to have access to the real property, including but not limited to leased property and easements of the other Party to disconnect, remove or salvage its own facilities and equipment.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties' respective officers lawfully authorized so to do, as of the Execution Date.

**AMP TRANSMISSION, LLC**

By: /s/ Pamala M. Sullivan \_\_\_\_\_  
Approved as to Form:  
Name: Pamala M. Sullivan \_\_\_\_\_ /s/ Lisa G. McAlister  
Lisa G. McAlister  
Title: President \_\_\_\_\_ General Counsel

**AMERICAN TRANSMISSION SYSTEMS, INCORPORATED**

By: /s/ Gregory F. Hussing \_\_\_\_\_  
Name: Gregory F. Hussing \_\_\_\_\_  
Title: Director – FERC and RTO Technical Support \_\_\_\_\_

SA No. 5196

The signature below of the authorized representative of PJM Interconnection, L.L.C. is for the limited purpose of acknowledging that a representative of PJM has read this Agreement as of 15th day of April ~~May~~, 2022.

**PJM INTERCONNECTION, L.L.C.**

By: /s/ David W. Souder \_\_\_\_\_  
Name: ~~Kenneth S. Seiler~~ David W. Souder \_\_\_\_\_  
Title: ~~Vice President – Planning~~ Executive Director, System Planning \_\_\_\_\_

SA No. 5196

## APPENDIX I

### Interconnection Points and One-Line Diagrams

1. The respective Transmission Systems of the Parties shall be interconnected at the Interconnection Point(s) described below:

~~1.1~~ 1.1 The point located in Napoleon, Ohio, hereby designated and hereinafter called “Sullivan Substation Interconnection Point” is at the substation connected to the 138kV circuit between FE Stryker/Richland and FE Midway (See Figure I).

~~1.2~~ 1.2 The point located in Napoleon, Ohio, hereby designated and hereinafter called “Enterprise Substation Interconnection Point” is at the substation dead-end structure where ATSI’s 69kV circuit terminates (See Figure II).

~~1.3~~ 1.3 The point located in Wadsworth, Ohio, hereby designated and hereinafter called “William J. Lyren 138kV Station” is at the substation connected to the 138kV circuit between ATSI’s Pine and Star substations (See Figure III).

~~1.4~~ 1.4 The point located in Amherst, Ohio, hereby designated and hereinafter called “Cannon Substation Interconnection Point” is at the substation dead-end structure where a tap off ATSI’s Henrietta-Johnson 69kV circuit terminates (See Figure IV).

~~1.5~~ 1.5 The point located in Brewster, Ohio, hereby designated and hereinafter called “Brewster Substation Interconnection Point” is on the 69kV line extension tap point toward ATSI’s Harmon substation (See Figure V).

~~1.6~~ 1.6 The point located in Huron, Ohio, hereby designated and hereinafter called “Rye Beach Road Substation Interconnection Point” is at the substation dead-end structure where a tap off of ATSI’s Greenfield-Shinrock 69kV circuit terminates (See Figure VI).

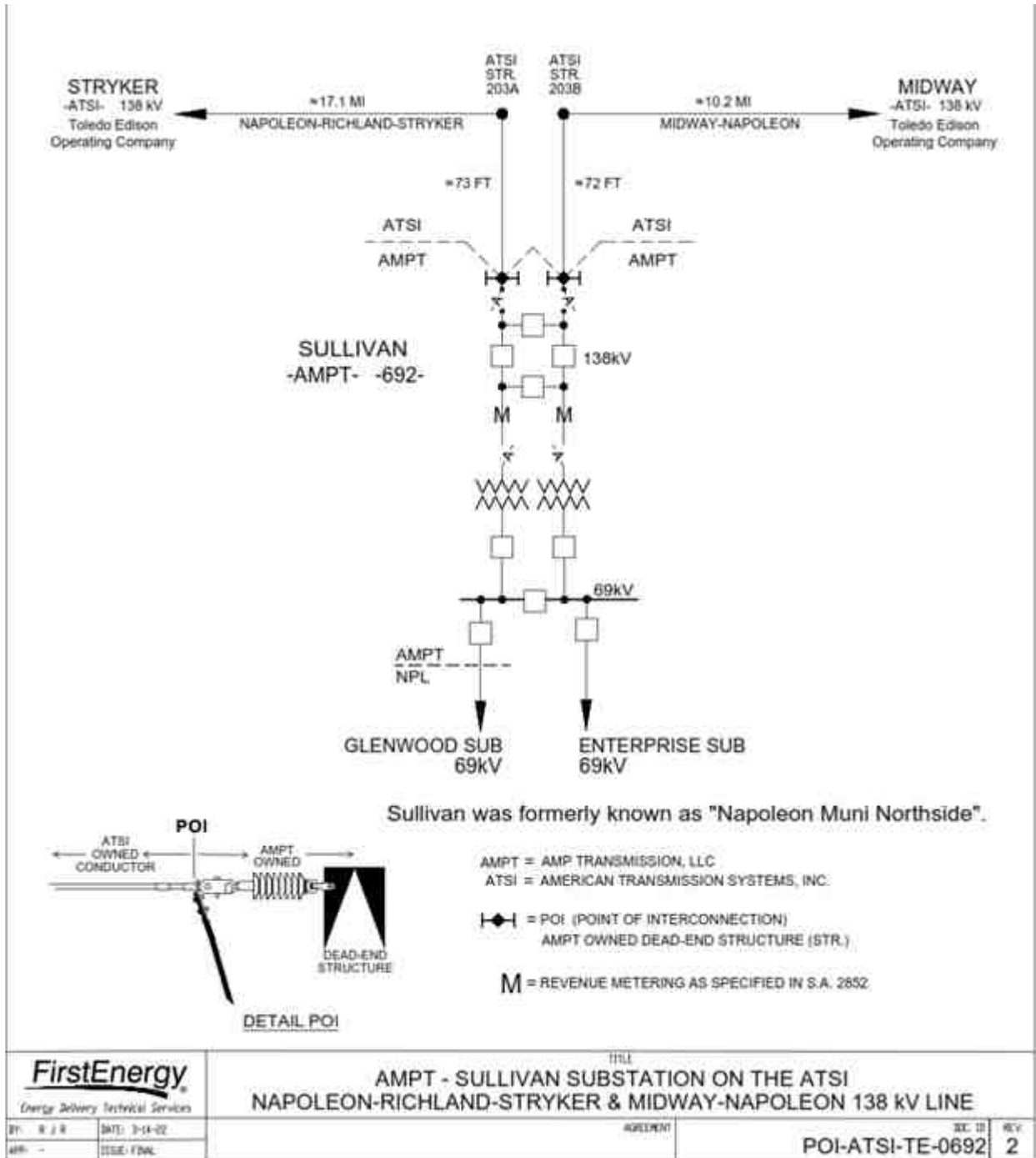
~~1.7~~ 1.7 The point located in Pioneer, Ohio, hereby designated and hereinafter called “Pioneer Substation Interconnection Point” is on the AMPT owned structure #192A where the AMPT owned line terminates (See Figure VII).

~~1.8~~ 1.8 The point located in Bowling Green, Ohio, hereby designated and hereinafter called “Bellard Substation Interconnection Points” are on the AMPT owned structure #J1247 where the ATSI owned line terminates (See Figure VIII).

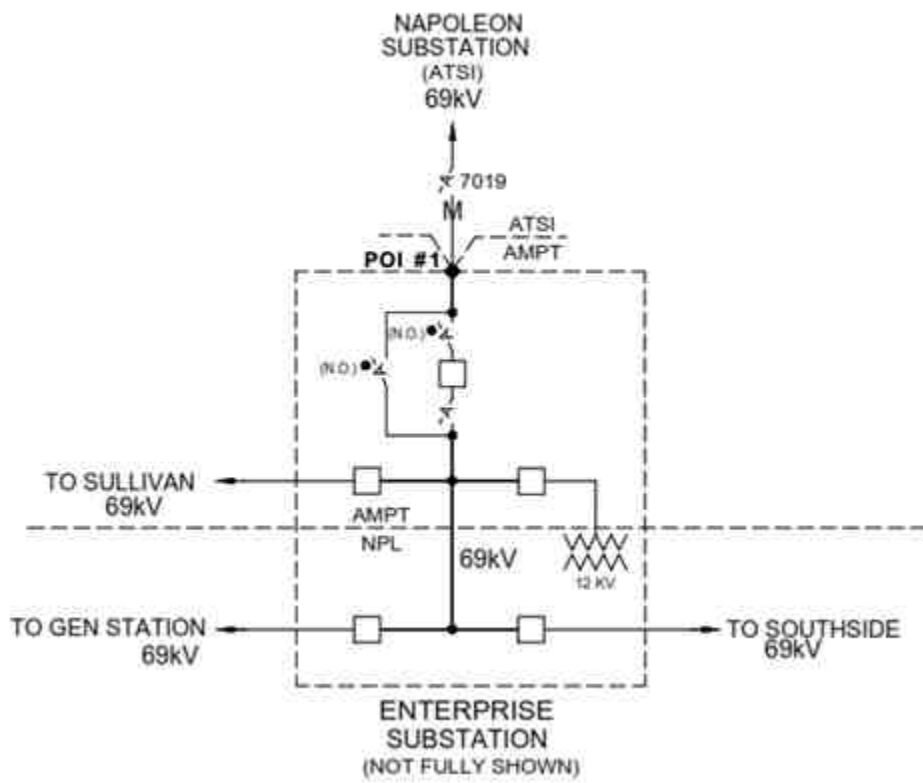


# APPENDIX I

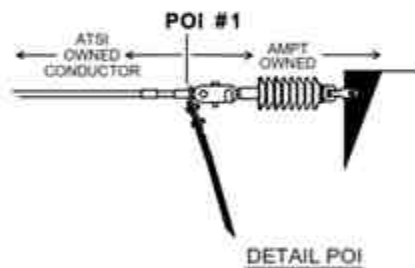
## Figure I Sullivan Substation Interconnection Point



**Figure II  
Enterprise Substation Interconnection Point**



ENTERPRISE was formerly known as "Napoleon Industrial".

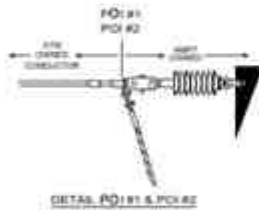
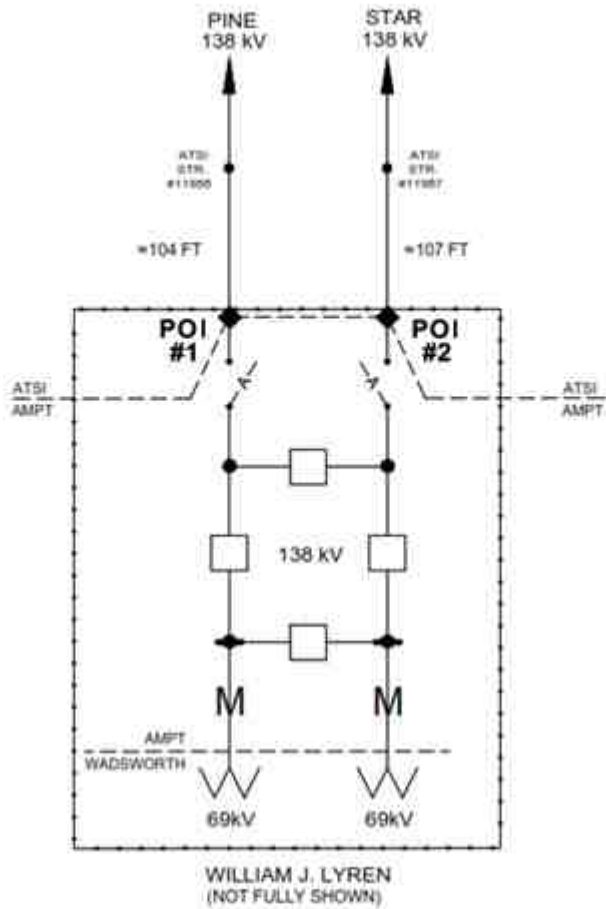


AMPT = AMP TRANSMISSION, LLC  
 ATSI = AMERICAN TRANSMISSION SYSTEMS, INC.  
 NPL = NAPOLEON POWER AND LIGHT

◆ = POI #1 (POINT OF INTERCONNECTION)  
 LOCATED AT AMPT OWNED DEAD-END STRUCTURE  
 WHERE AMERICAN TRANSMISSION SYSTEMS, INC. (ATSI)  
 TRANSMISSION LINE TERMINATES  
 M = REVENUE METERING AS SPECIFIED IN S.A. 2852

 Energy Delivery Technical Services		TITLE	
		AMPT - ENTERPRISE SUBSTATION INTERCONNECTION TO THE ATSI - NAPOLEON 69 kV LINE	
BY: R.J.R.	DATE: 3-9-2022	AGREEMENT	DOC. ID
APP: -	STATUS: FINAL		REV.
		POI-ATSI-TE-NAPOLEON	

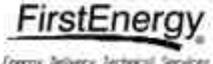
**Figure III**  
**William J. Lyren Substation Interconnection Point**



AMPT = AMP TRANSMISSION, LLC  
 ATSI = AMERICAN TRANSMISSION SYSTEMS, INC.

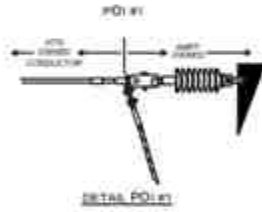
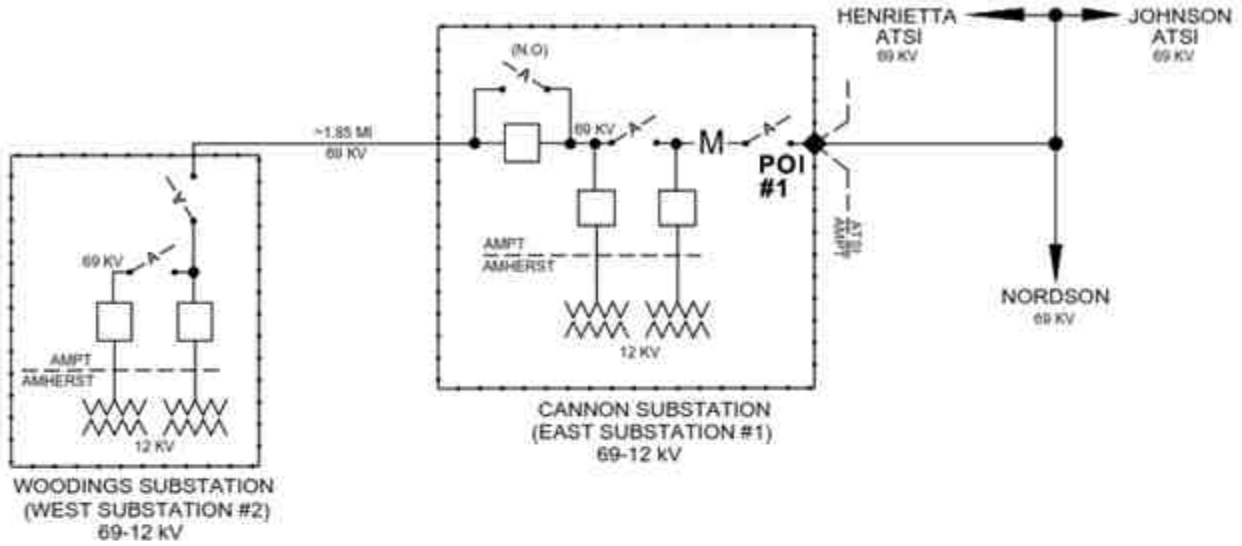
◆ = POI #1, POI #2 - LOCATED AT AMPT OWNED SUBSTATION DEAD-END STRUCTURES, WHERE AMERICAN TRANSMISSION SYSTEMS, INC. (ATSI) TRANSMISSION LINES TERMINATE.

M = REVENUE METERING AS SPECIFIED IN S.A. 2652

 Energy Delivery Technical Services		TITLE <b>AMPT-WILLIAM J. LYREN SUBSTATION</b> <b>ON THE PINE - WADSWORTH AND STAR - WADSWORTH 138 kV LINES</b>			
		P# 8.8 DATE 3-9-2022	WADSWORTH	POI-ATSI-AMP-OE-2032-1	REV. 5



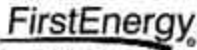
**Figure IV  
Cannon Substation Interconnection Point**



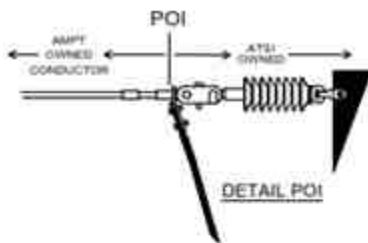
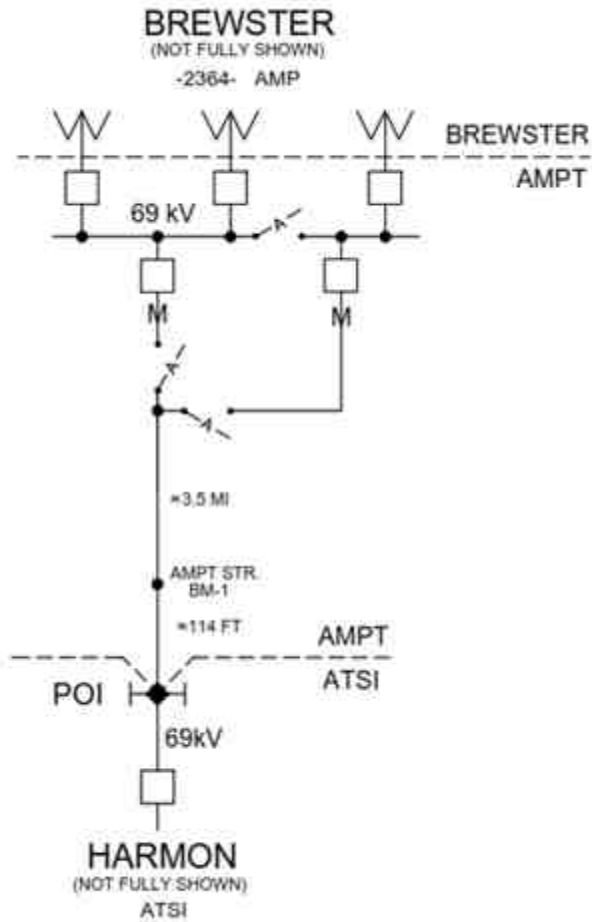
AMPT = AMP TRANSMISSION, LLC  
 ATSI = AMERICAN TRANSMISSION SYSTEMS, INC.

◆ = POI #1 (POINT OF INTERCONNECTION),  
 LOCATED AT AMPT OWNED SUBSTATION DEAD-END STRUCTURE,  
 WHERE AMERICAN TRANSMISSION  
 SYSTEMS, INC. (ATSI) TRANSMISSION LINE TERMINATES.

M = REVENUE METERING AS SPECIFIED IN S.A. 2852

 Energy Delivery Technical Services		TITLE		
		CANNON SUBSTATION INTERCONNECTION ON THE NORDSON - HENRIETTA - JOHNSON 69kV ATSI LINE		
BY: RJK	DATE: 3-04-2022	AGREEMENT	DOC. ID:	REV.
APP: -	STATUS: PRELIMINARY		POI-ATSI-AMP-CANNON	

**Figure V**  
**Brewster Substation Interconnection Points**



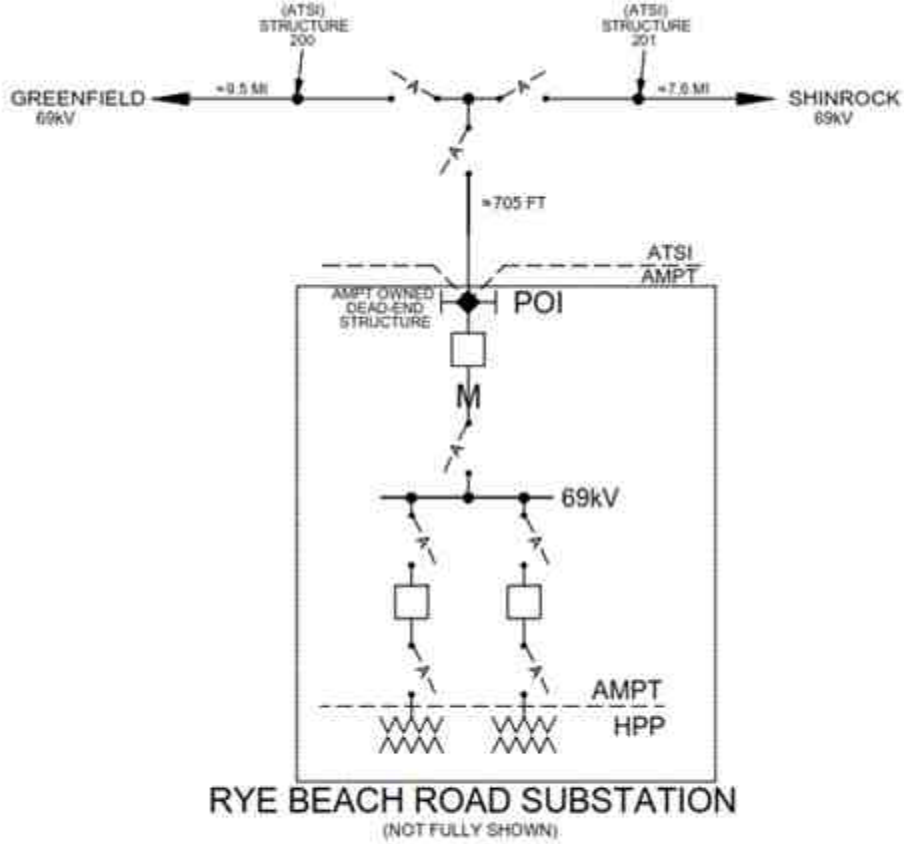
AMPT = AMP TRANSMISSION, LLC  
 ATSI = AMERICAN TRANSMISSION SYSTEMS, INC.

◆ = POI (POINT OF INTERCONNECTION) LOCATED AT AMERICAN TRANSMISSION SYSTEMS, INC (ATSI) OWNED SUBSTATION DEAD-END STRUCTURE WHERE AMPT TRANSMISSION LINES TERMINATE.

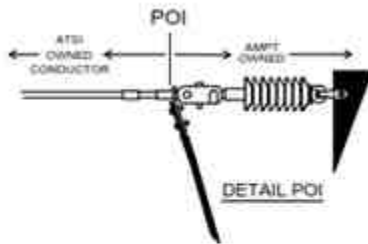
M = REVENUE METERING AS SPECIFIED IN S.A. 2852

 Energy Delivery Technical Services	TITLE		
	AMPT OWNED BREWSTER SUBSTATION INTERCONNECTION TO THE ATSI OWNED HARMON SUBSTATION		
BY: E.J.R.	DATE: 3-14-2022	AGREEMENT	SEC. 12
APP: -	DESIGN: F2M.L	POI-ATSI-AMP-OE-2364	REV. 5

**Figure VI**  
**Rye Beach Road Interconnection Point**



Rye Beach Road was formerly known as "Huron Muni".



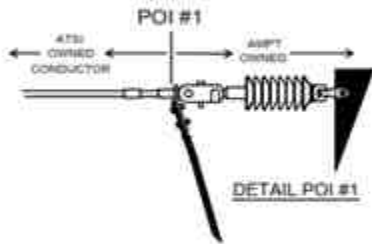
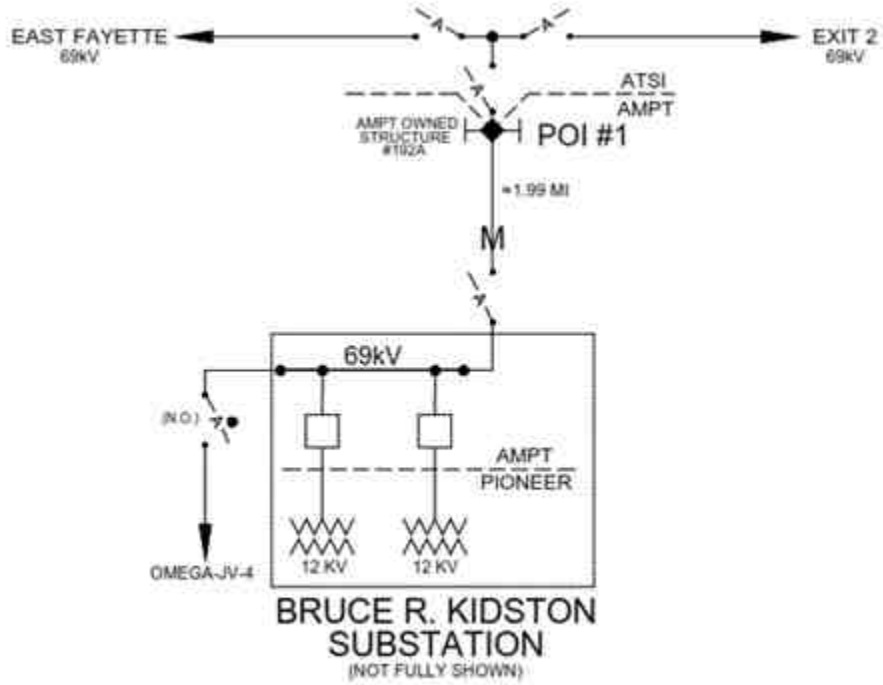
AMPT = AMP TRANSMISSION, LLC  
 ATSI = AMERICAN TRANSMISSION SYSTEMS, INC.  
 HPP = HURON PUBLIC POWER

◆ = POI (POINT OF INTERCONNECTION) LOCATED AT AMPT OWNED SUBSTATION DEAD-END STRUCTURE WHERE AMERICAN TRANSMISSION SYSTEMS, INC (ATSI) OWNED TRANSMISSION LINE TERMINATES.

M = REVENUE METERING AS SPECIFIED IN S.A. 2852.

 Energy Delivery Technical Services	TITLE		REV. 03	REV.
	RYE BEACH ROAD SUBSTATION INTERCONNECTION TO THE ATSI OWNED GREENFIELD-SHINROCK 69kV LINE			
BY: R J R	DATE: 3-14-2012	AGREEMENT	POI-ATSI-AMP-OE-HURON MUNI	-
APP: -	ISSUE: FINAL			

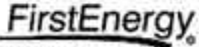
**Figure VII  
Pioneer Substation Interconnection Point**



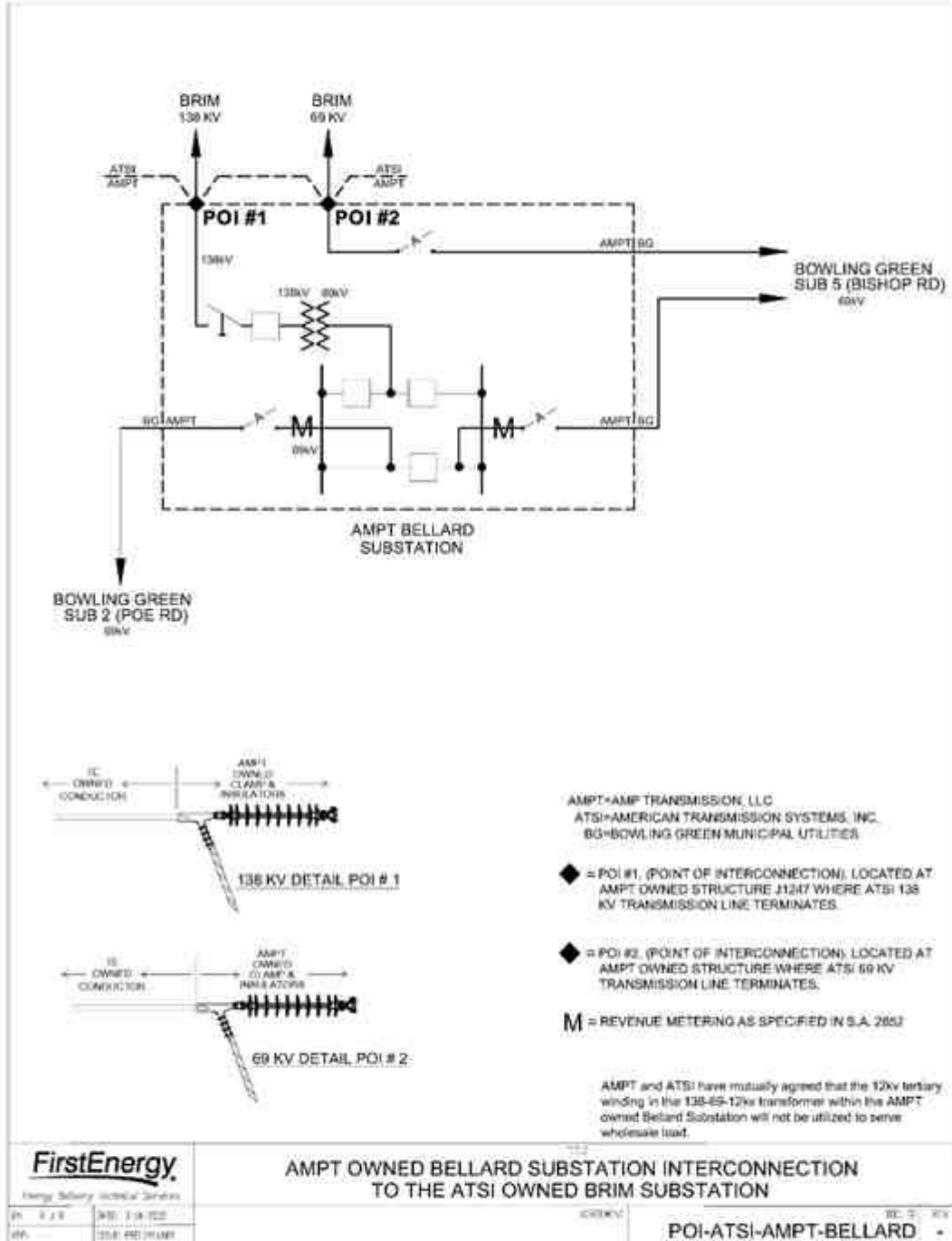
AMPT = AMP TRANSMISSION, LLC  
 ATSI = AMERICAN TRANSMISSION SYSTEMS, INC.

◆ = POI #1 (POINT OF INTERCONNECTION) LOCATED AT AMPT OWNED STRUCTURE #192A WHERE AMERICAN TRANSMISSION SYSTEMS, INC (ATSI) OWNED TRANSMISSION LINE TERMINATES

M = REVENUE METERING AS SPECIFIED IN S.A. 2852.

 Energy Delivery Technical Services		TITLE <b>PIONEER SUBSTATION INTERCONNECTION TO THE                  ATSI OWNED EAST FAYETTE-EXIT 2 69KV LINE</b>		
		BY: R J R	DATE: 3-14-2022	AGREEMENT
APP: -	DESIGNER: F246L	POI-ATSI-AMP-TE-PIONEER		REV. -

**Figure VIII  
Bellard Substation Interconnection Points**



## APPENDIX II Metering Requirements

### ~~1.~~ 1. Purpose

The purpose of Appendix II is to delineate the coordination of each Party's responsibilities to comply with the requirements and standards for metering as applicable to an Interconnection Point under this Agreement and Service Agreement No. 2852. The Parties shall conform and adopt the use of Appendix II as a guide to acknowledge the general principles for metering. In the event of conflict between Appendix II and any mandatory and enforceable requirement (e.g., Applicable Laws and Regulations, PJM Requirements, and NERC Reliability Standards), such conflict shall be resolved in favor of the applicable mandatory and enforceable requirement.

### ~~2.~~ 2. Metering Point

If the Parties intend to use Tie Line Meters at the Interconnection Points, if required by PJM or otherwise agreed to by the Parties, the net interchange of electrical energy between the Transmission Systems at the Interconnection Points shall be measured by Tie Line Meters as specified in this Appendix II. If the Parties do not intend to use Tie Line Meters, the net interchange of electrical energy shall be measured by the existing operational quality metering at the Metering Points identified in Appendix I.

### ~~3.~~ 3. Metering Equipment

Suitable and reliable metering equipment shall be installed at each Metering Point, 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 interconnection metering installations, including any modification, addition or upgrade to any metering equipment after the date of this Agreement. As such, a Party may deviate from this metering design and functionality with the other Party's consent, which shall not be unreasonably withheld, conditioned or delayed.

#### ~~A.~~ A. General

Requirements. All metering quantities shall be measured at the Metering Point. Metering equipment, including the accuracy of the meters at the Interconnection Points of the Transmission System shall meet the applicable NERC Reliability Standards, PJM Requirements, and the American National Standards Institute ("ANSI") standards. The Parties may agree by amendment to this Agreement to install metering at locations other than the Interconnection Point; however, measured metering quantities shall be compensated for losses to the Interconnection Point. The Parties shall exercise reasonable efforts to avoid such compensating metering installations.

#### ~~B.~~ B. Industry Standard Requirements. Three metering elements are to be used unless both Parties agree

doing so is unreasonable. In the event three metering elements are not used, the (N-1) metering elements will be used to measure all real and reactive power crossing the Interconnection Point, 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) the ANSI standards listed below, or their successors(s) including the standard testing procedures and guidelines of the Party that owns the metering equipment:

- ANSI C12.1: Code for Electricity Metering
- ANSI C12.7: Requirements for Watt-Hour Meter Socket
- ANSI C12.9: Test Switches for Transformer-Rated Meters
- ANSI C12.11: Instrument Transformers for Revenue Metering, 10KV through 350KV BIL
- ANSI C12.10: Electromechanical Watt-hour Meters
- ANSI C12.16: Solid State Electricity Meters
- ANSI C12.20: For Electricity Meters 0.2 and 0.5 Accuracy Class
- ANSI C37.90.1: Surge Withstand Capability (SWC) Test
- ANSI/IEEE C57.13: Standard Requirements for Instrument Transformers

To the extent that the above requirements conflict with the manuals, standards or guidelines of the NERC regarding interchange metering and transactions, the manuals, standards and guidelines of the NERC shall control.

C. Metering Equipment Maintenance and Testing. Upon installation, unless otherwise specified, the revenue meters for Interconnection Points of 500 kW or larger 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; however, the test will be performed at the requesting Party's expense if the meter is found to be within the established ANSI tolerances. The Party that owns the metering shall inform the other Party with at least three (3) weeks' advance notice of impending meter 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.

If any test of metering equipment discloses an inaccuracy beyond that specified in PJM Manual 01, the accounts of the Parties shall be adjusted for the timeframe of the known meter error that is mutually agreed upon and is allowed under the PJM Operating Agreement or the PJM Tariff. No meter shall be left in service if the percent accuracy error is found to be more than plus or minus one percent (1%).

The Party that owns the metering equipment shall maintain records for the life of the Interconnection Point that demonstrate compliance with all meter tests and maintenance conducted in accordance with Good Utility Practice. The Non-owning Party shall have reasonable access to such records and the Party that owns the metering equipment will provide such records to the Non-owning Party upon request. 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 shall also be inspected and maintained based on Section 1.3.2 of this Appendix II, and existing standards and practices of the Party that owns the metering equipment.

~~D.~~ D. Current Transformer Requirements. Each Metering Point shall have a dedicated set of metering class 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 term 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.

~~E.~~ E. Voltage Transformers Requirements. Each Metering Point shall have a dedicated set of metering class 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 secondary of the voltage transformers shall be exclusively used for the revenue meters only, so as not to exceed the secondary burden of the stated voltage transformer's nameplate burden rating provided, however, that voltage transformers with two secondary windings, may have one winding dedicated to the revenue meters, and the other winding used for the relaying purposes or for other station 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.

4. 4. Remote Meter Access and Data Communications

For all Interconnection Points, not designated as normally open, the Owning Party that owns the metering equipment at such Interconnection 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 Owning Party shall also be responsible for operation and maintenance, and on-going monthly costs of the communication facilities.

- A. Remote Billing Data Retrieval. The Owning Party may 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.
- B. Real Time Communications. Revenue meters shall be capable of communicating with DAS equipment such as Remote Terminal Unit (“RTU”) to provide the following real-time bi-directional power and energy data: instantaneous real and reactive power flows per phase and three-phase averaged Root-Mean-Squared (“RMS”) voltages, per phase and three-phase averaged RMS currents and frequency with at least two decimal points. Alternative systems which provide the same data may be used upon agreement of the Parties.

- ~~C.~~ C. 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 within 1/ 2 seconds.

5. 5. 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. Where applicable, revenue meters shall be programmable for compensating for power transformer and line losses and, when applicable, such compensation shall be used in determining the settlement of power transferred at the Interconnection Point. 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.

#### 6. Meter Access

A Party whose metering equipment is located within a substation 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, if required. Such access shall not be unreasonably withheld.

#### 7. Meter Removal

Upon termination of this Agreement or when the metering is no longer needed, a Party owning meter equipment in another Party's station shall remove such metering equipment from the premises of the other Party within one (1) year after termination or within one (1) year after the Party that owns the meter equipment determines that the interchange metering is no longer needed. In all cases, the removal of the metering equipment shall not inadvisably affect other existing measurement devices.

### **APPENDIX III**

#### **Non-Standard Terms and Conditions**

The Parties agree that the Sullivan Substation Interconnection Point and Enterprise Substation Interconnection Point each may, without any additional studies or coordination, inject electric power or energy into the transmission system with respect to the injection levels that are equal to or less than the injection levels that existed as of June 1, 2011, consistent with the grandfathered Operating and Interconnection Agreement for Wholesale Load between American Municipal Power, Inc. (“AMP”) and FirstEnergy Service Company (on behalf of ATSI and other affiliates of ATSI) (“ATSI”) designated as Service Agreement No. 2852 (“S.A. 2852”). Additionally, Bowling Green’s existing 69 kV delivery points and the Bellard Substation Interconnection Point are operated in parallel. **[Note: ATSI does not understand the intent of this last sentence. Parties to discuss.]**

#### Metering Ownership and Load Data Reporting

For wholesale loads located behind the AMPT-ATSI Interconnection Points that are included in the calculations of ATSI zonal load, AMPT shall cooperate with ATSI and PJM to ensure that data is available for hourly energy assignment, peak load contributions and network service peak load values for use in calculating transmission charges and generation capacity obligations; however, the Parties recognize that AMPT is not the Load Serving Entity for the wholesale loads interconnected with AMPT facilities. Hourly energy obligations, peak load contribution and network service peak load values will be derived by ATSI using methods referenced in Attachment M to the PJM Tariff.

## **APPENDIX IV**

### **Definitions**

“Affiliate”- shall mean with respect to a corporation, limited liability company, partnership or other entity, each such other corporation, limited liability company, partnership or other entity that either directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, limited liability company partnership or other entity.

“Applicable Laws and Regulations”– shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority having jurisdiction over the relevant Parties, their respective facilities, and/or the respective services they provide.

“Contractor” – shall mean one or more persons or entities designated by either Party or its Affiliates to provide or perform all or a portion of the supply of any work, services, labor, supervision, equipment, data, materials or any other item related to the Interconnection Points identified in this Agreement.

“Confidential Information” – shall mean information clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential. If requested by any Party, the disclosing Party shall provide in writing the basis for asserting that the information referred to warrants confidential treatment. “Confidential Information” does not include any information which the receiving Party can demonstrate (a) has become available to the public through no Breach of this Agreement; (b) was previously known by the receiving Party without any obligation to hold it in confidence; (c) was received on a non-confidential basis from a third party free to disclose such information without restriction; or (d) was independently developed by the receiving Party without the use of Confidential Information of the disclosing Party.

“Due Diligence” – shall mean the exercise of commercially reasonable efforts consistent with Good Utility Practice.

“Force Majeure” - shall mean any cause beyond the control of the affected Party, including but not restricted to, acts of God, flood, drought, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, acts of a public enemy or terrorist, explosions, orders, regulations or restrictions imposed by governmental, military, or lawfully established civilian authorities, which, in any of the foregoing cases, by exercise of Due Diligence such Party could not reasonably have been expected to avoid, and which, by the exercise of Due Diligence, it has been unable to overcome. Force Majeure does not include: (i) a failure of performance that is due to an affected Party’s own negligence or intentional

wrongdoing; (ii) any removable or remediable causes (other than settlement of a strike or labor dispute) which an affected Party fails to remove or remedy within a reasonable time; or (iii) economic hardship of an affected Party.

“Good Utility Practice” – 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; including those practices required by Section 215(a)(4) of the Federal Power Act.

“Governmental Authority” – shall mean any federal, state, local or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, arbitrating body, or other governmental authority, having responsibility over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include either Party, nor any Affiliate thereof.

“Interconnection Construction” – shall mean construction to establish an Interconnection Point between the Parties, and the Modification of facilities by one Party materially affecting the facilities of the other Party at an existing Interconnection Point.

“Interconnection Point” – shall mean each point of electrical connection between the Transmission System of one Party and the Transmission System of the other Party as set forth in this Agreement.

“Metering Point” – shall mean each point at which the electrical energy flowing between the Parties at an Interconnection Point is measured, whether by a Tie-Line Meter or operational quality meters.

“Modification” – Any material new construction, additions, design changes or modifications made to, or the abandonment, retirement, relocation or rearrangement of facilities.

“NERC” – shall mean the North American Electric Reliability Corporation or any successor or other entity assuming or charged with similar responsibilities related to the operation and reliability of the North American electric interconnected transmission grid and the electric transmission facilities addressed in this Agreement, including with respect to each Party’s own transmission facilities, any regional or other subordinate council of which the Parties are a member.

“NERC Reliability Standards” – shall mean mandatory and enforceable requirements, administered by NERC, approved by the FERC under Section 215 of the Federal Power Act, to provide for reliable operation of the bulk-power system.

“Non-owning Party” – shall mean the Party that does not own certain facilities as delineated in Appendix I and Appendix II to this Agreement.

“Owning Party” – shall mean the Party that owns certain facilities as delineated in Appendix I and Appendix II to this Agreement.

“PJM Requirement” – shall mean any rule, charge, procedure, or other requirements of PJM, including the PJM Tariff, applicable to FERC-jurisdictional service provided over the Transmission System of either Party.

“PJM Tariff” – shall mean PJM’s Open Access Transmission Tariff as on file with FERC and in effect.

“Representatives” – means a Party’s Affiliates, and the Party’s and its Affiliates’ equity owners, governing persons, officers, employees, advisors, attorneys, and prospective or actual lenders or investors.

“Third Party Claim” shall mean a claim, demand, cause of action or proceeding made or brought by a Person that is not a Party or an Affiliate of a Party.

“Tie Line Meter” shall mean metering equipment for measuring power flow between the ATSI and another PJM Settlement Zone, where applicable and consistent with Appendix II of this Agreement and PJM Requirements.

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties' respective officers lawfully authorized so to do, as of the Execution Date.

**AMP TRANSMISSION, LLC**

By:  /s/ Pamala M. Sullivan

Name:  Pamala M. Sullivan

Title:  President

Approved as to Form:

/s/ Lisa G. McAlister

Lisa G. McAlister

General Counsel

**AMERICAN TRANSMISSION SYSTEMS, INCORPORATED**

By:  /s/ Gregory F. Hussing

Name:  Gregory F. Hussing

Title:  Director – FERC and RTO Technical Support

SA No. 5196

The signature below of the authorized representative of PJM Interconnection, L.L.C. is for the limited purpose of acknowledging that a representative of PJM has read this Agreement as of 15th May, 2022.

**PJM INTERCONNECTION, L.L.C.**

By:  /s/ David W. Souder

Name:  David W. Souder

Title:  Executive Director, System Planning

SA No. 5196