

May 27, 2022

Ms. Kimberly D. Bose  
Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, D.C. 20426

**Re: *American Electric Power Service Corporation,*  
Docket No. ER22- -000  
Executed Transmission Interconnection Agreement**

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act (“FPA”)<sup>1</sup> and Part 35 of Regulations of the Federal Energy Regulatory Commission (“FERC” or “Commission”),<sup>2</sup> American Electric Power Service Corporation (“AEP”), on behalf of Indiana Michigan Power Company (“I&M”) and NextEra Energy Transmission MidAtlantic Indiana, Inc. (“NEET MidAtlantic IN”), hereby tenders for filing an executed transmission interconnection agreement (“Interconnection Agreement”) between I&M and NEET MidAtlantic IN.<sup>3</sup> The Interconnection Agreement sets forth the terms and conditions governing the interconnection of I&M’s and NEET MidAtlantic IN’s transmission facilities at specified interconnection points. PJM Interconnection, L.L.C. (“PJM”) is submitting the Interconnection Agreement under the PJM Open Access Transmission Tariff (“PJM Tariff”), and it has been designated as Original Service Agreement No. 6385.<sup>4</sup> AEP

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<sup>1</sup> 16 U.S.C. § 824d.

<sup>2</sup> 18 C.F.R. § Part 35 (2021).

<sup>3</sup> Consistent with the Interconnection Agreement, I&M and NEET MidAtlantic IN may be collectively referred to as “Parties.”

<sup>4</sup> Pursuant to *Electronic Tariff Filings*, Order No. 714, FERC Stats. & Regs. ¶ 31,276 (2008) (“Order No. 714”), this filing is submitted by PJM on behalf of AEP 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, AEP, on behalf of I&M and NEET MidAtlantic IN, has requested that PJM submit this Interconnection Agreement in the e-Tariff system as part of PJM’s electronic Service Agreements Tariff.

respectfully requests waiver of the Commission's prior notice requirement to permit the Interconnection Agreement to become effective as of May 1, 2022, as explained below.

## **I. Description of the Parties and Background**

I&M is one of nine operating companies owned by AEP and is headquartered in Fort Wayne, Indiana. I&M encompasses the AEP service territories in Indiana and Michigan and serves 30 counties and 162 cities. I&M maintains regulatory and external affairs offices in Fort Wayne, Indiana; Lansing, Michigan; and Indianapolis, Indiana. I&M's electric transmission facilities are under the operational control of PJM and, through AEP, I&M is registered with the North American Electric Reliability Corporation ("NERC").

NEET MidAtlantic IN is a wholly-owned direct subsidiary of NextEra Energy Transmission, LLC ("NEET"). NEET MidAtlantic IN was formed in 2007 to develop, own, and operate, directly or through subsidiaries, transmission facilities across the United States and Canada. NEET MidAtlantic IN's transmission facilities are also under the operational control of PJM, and NEET MidAtlantic IN is registered with NERC.

NEET MidAtlantic IN recently acquired certain transmission facilities from Commonwealth Edison Company of Indiana, Inc.<sup>5</sup> that were interconnected to I&M's transmission facilities and under the functional control of PJM. In recognition of that acquisition, I&M and NEET MidAtlantic IN negotiated and executed the Interconnection Agreement.

## **II. Description of Instant Filing**

The executed Interconnection Agreement establishes the terms and conditions governing the wires-to-wires interconnection of I&M's Transmission System<sup>6</sup> and NEET MidAtlantic IN's Transmission System at the Interconnection Points<sup>7</sup> specified and described in the Interconnection Agreement. As there is no *pro forma* transmission interconnection agreement under the PJM Tariff, the Interconnection Agreement is modeled after, and is similar in form and substance to, other previously filed and accepted transmission interconnection agreements involving AEP

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<sup>5</sup> See *PJM Interconnection, L.L.C.*, Revisions to PJM Open Access Transmission Tariff for NextEra Energy Transmission MidAtlantic Indiana, Inc., *et al.*, submitted May 7, 2020 in Docket Nos. ER20-1783-000 and ER20-1784-000, transmittal letter at pp. 3-4 (describing transfer of Commonwealth Edison Company of Indiana, Inc.'s transmission facilities to NEET MidAtlantic IN).

<sup>6</sup> The term "Transmission System" is defined in Appendix III of the Interconnection Agreement and means "the facilities that are controlled or operated by a Party within PJM."

<sup>7</sup> The term "Interconnection Point" is defined in Appendix III of the Interconnection Agreement and means "each point of electrical connection between the Transmission System of one Party and the Transmission System of the other as set forth in this Agreement."

operating companies.<sup>8</sup> As explained and demonstrated below, the jurisdictional terms and conditions of the Interconnection Agreement are just and reasonable and should be accepted by the Commission.

Article 1 of the Interconnection Agreement governs the interconnected operation, continuity of interconnected operation, and associated compliance obligations. Article 2 of the Interconnection Agreement addresses the term, termination and the effectiveness of such termination.

Article 3 contains detailed provisions addressing the operation and maintenance of each Parties' respective Transmission System. Section 3.1 provides that each Parties' Transmission System shall be maintained and operated in accordance with Good Utility Practice and applicable PJM Requirements,<sup>9</sup> and in such a manner to avoid the unauthorized use of generation or transmission facilities of others, including the Parties. Section 3.2 addresses the interruption of interconnected operation, and Section 3.3 sets forth specific maintenance obligations with operating arrangements for facility maintenance coordinated between operating personnel of the Parties' respective control centers. Sections 3.4 and 3.5, respectively, address each Parties' responsibilities in their NERC-registered roles to comply with NERC Reliability Standards and their cooperation in demonstrating compliance with NERC Reliability Standards.<sup>10</sup> Section 3.6 includes provisions associated with access to facilities.

Article 4 includes detailed provisions addressing metering and data acquisition system ("DAS") equipment, and Article 5 addresses, among other things, the confidentiality of information associated with the Interconnection Agreement. Article 6 sets forth the circumstances pursuant to which invoices and payments may arise under the Interconnection Agreement and the tax implications and classification of such payments. Article 7 contains provisions addressing indemnity and insurance requirements, and Article 8 contains dispute provisions. Article 9 sets forth breach and default provisions and includes a detailed list of renegotiable events. Article 10 addresses governmental authorities and the impact of adverse regulatory change. Article 11 contains detailed provisions associated with Modifications<sup>11</sup> to the Parties' respective facilities. Article 12 contains miscellaneous provisions commonly found in agreements of this type including

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<sup>8</sup> See *PJM Interconnection, L.L.C., Am. Elec. Power Serv. Corp., and NiSource Corporate Services Co.*, Docket No. ER16-77-000 (Dec. 4, 2015) (accepting interconnection agreement between I&M and Northern Indiana Public Service Company).

<sup>9</sup> The term "PJM Requirement" is defined in Appendix III of the Interconnection Agreement and means "any rule, charge, procedure, or other requirements of PJM, including the applicable PJM Tariff, applicable to FERC-jurisdictional service provided over the Transmission System of either Party."

<sup>10</sup> The term "NERC Reliability Standards" is defined in Appendix III of the Interconnection Agreement and means "mandatory and enforceable requirements, administered by NERC, approved by FERC under Section 215 of the Federal Power Act, to provide for reliable operation of the bulk-power system."

<sup>11</sup> The term "Modification" is defined in Appendix III of the Interconnection Agreement and means "any material new construction, additions, design changes or modifications made to, or the abandonment, retirement, relocation or rearrangement of facilities."

those addressing force majeure, waivers, liability, notice, contacts, governing law, defined terms, execution in counterpart and integration. Finally, Article 13 addresses assignment, and Article 14 addresses survival.

The appendices to the Interconnection Agreement contain specifics regarding Interconnection Points and one-line diagrams (Appendix I), metering and DAS equipment (Appendix II), and the definitions used in the Interconnection Agreement (Appendix III).

### **III. PJM as a Signatory to the Interconnection Agreement**

Consistent with *American Electric Power Service Corporation, et al.*,<sup>12</sup> an authorized representative of PJM has signed the Interconnection Agreement for the limited purpose of acknowledging that a representative of PJM has read the Interconnection Agreement as of the date it was executed by PJM.

### **IV. Requested Effective Date and Requests for Waiver**

AEP respectfully requests waiver of the Commission's prior notice requirement to permit the Interconnection Agreement to become effective as of May 1, 2022.<sup>13</sup> Good cause exists to grant waiver because the Interconnection Agreement is being filed within 30 days after the commencement of service.<sup>14</sup>

To the extent necessary, AEP respectfully requests that the Commission grant any other waivers necessary in connection with this filing.

### **V. Miscellaneous**

There are no expenses or costs included in this filing that have been alleged or judged in any administrative or judicial proceeding to be illegal, duplicative, or unnecessary costs that are demonstrably the product of discriminatory employment practices.<sup>15</sup>

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<sup>12</sup> 112 FERC ¶ 61,128 at P 10 (2005).

<sup>13</sup> 18 C.F.R. § 35.13(b)(2) (2021).

<sup>14</sup> See *Prior Notice and Filing Requirements Under Part II of the Federal Power Act*, 64 FERC ¶ 61,139 at 61,983-84, *order on reh'g*, 65 FERC ¶ 61,081 (1993) (stating waiver of notice "will be granted if service agreements are filed within 30 days after service commences."); 18 C.F.R. § 35.3(a)(2) (2021).

<sup>15</sup> 18 C.F.R. §§ 35.13(b)(7), 35.13(d)(3) (2021).

The Interconnection Agreement represents the negotiated agreement of I&M and NEET MidAtlantic IN.<sup>16</sup> AEP is authorized to state that NEET MidAtlantic IN agrees to the contents of this filing.

## VI. Communications

All communication and correspondence with respect to this filing should be sent to the following individuals,<sup>17</sup> who should be placed on the official service list in this proceeding:

For AEP:

Stacey Burbure  
Senior Counsel  
American Electric Power Service Corporation  
801 Pennsylvania Avenue, N.W.  
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David Martin Connelly  
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601 Pennsylvania Avenue, N.W.  
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For NEET MidAtlantic IN:

Jennifer Tidmarsh  
President – MidAtlantic Transmission  
NextEra Energy Transmission MidAtlantic  
Indiana, Inc.  
700 Universe Boulevard  
Juno Beach, Florida 33408  
Jennifer.Tidmarsh@nee.com

Thomas C. Orvald  
Senior FERC Counsel  
NextEra Energy, Inc.  
801 Pennsylvania Avenue, N.W.  
Suite 220  
Washington, D.C. 20004  
thomas.orvald@fpl.com

## VII. List of Documents

In accordance with the Commission's eTariff regulations and the Commission's regulations,<sup>18</sup> an XML filing package is being submitted containing the following materials:

1. This transmittal letter;
2. The executed Interconnection Agreement in .rtf format for viewing in the Commission's eTariff Viewer along with a PDF format for publishing in eLibrary

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<sup>16</sup> 18 C.F.R. § 35.13(b)(6) (2021).

<sup>17</sup> Waiver of 18 C.F.R. § 385.203(b)(3) (2021) is respectfully requested to permit four persons to be added to the Commission's official service list in this proceeding.

<sup>18</sup> 18 C.F.R. § 35.13(b)(1) (2021).

(“Attachment A”); and

3. A List of Recipients (“Attachment B”).

### VIII. Service

AEP will serve a copy of this filing upon all parties as required by the Commission and listed in Attachment B hereto.<sup>19</sup> Electronic service is permitted under the Commission’s regulations pursuant to Order No. 714 and the Commission’s “Notice of Effectiveness of Regulations” issued on October 28, 2008, in Docket No. RM01-5-000.<sup>20</sup> This filing also will be posted in conformance with the Commission’s regulations.<sup>21</sup>

### IX. Conclusion

AEP respectfully requests that the Commission waive its prior notice requirement to permit the Interconnection Agreement to become effective as of May 1, 2022, as explained herein.

Thank you for your attention to this matter. Please direct any questions concerning this submission to the undersigned.

Sincerely,

/s/ David Martin Connelly\_\_\_\_\_

David Martin Connelly

Attorney for  
American Electric Power Service Corporation

Enclosures  
cc (w/enclosures): List of Recipients

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<sup>19</sup> 18 C.F.R. § 35.13(b)(3) (2021).

<sup>20</sup> *Electronic Tariff Filings; Notice of Effectiveness of Regulations*, 73 Fed. Reg. 65,599 (Nov. 4, 2008).

<sup>21</sup> 18 C.F.R. § 35.2(e) (2021).

**Service Agreement No. 6385**

**INTERCONNECTION AGREEMENT**

**between**

**INDIANA MICHIGAN POWER COMPANY**

**and**

**NEXTERA ENERGY TRANSMISSION MIDATLANTIC INDIANA, INC.**

## **INTERCONNECTION AGREEMENT**

THIS INTERCONNECTION AGREEMENT (“Agreement”) is made and entered into as of the 1<sup>st</sup> day of May 2022 (the “Execution Date”), between Indiana Michigan Power Company (“I&M”) and NextEra Energy Transmission MidAtlantic Indiana, Inc. (“NEET MidAtlantic IN”). I&M and NEET MidAtlantic IN may be referred to herein individually as a “Party” or collectively as the “Parties”. The terms “Party” and “Parties” as used herein shall not include PJM Interconnection, L.L.C. (“PJM”). PJM is a Regional Transmission Organization.

### **WITNESSETH:**

**WHEREAS**, NEET MidAtlantic IN has acquired certain transmission assets (“NEET MidAtlantic IN Transmission System”) from Commonwealth Edison Company of Indiana, Inc. (“ComEd IN”);

**WHEREAS**, the NEET MidAtlantic IN Transmission System will interconnect with I&M’s Transmission System at the points described in Appendix I;

**WHEREAS**, the Parties have agreed to enter into this Agreement to establish the terms and conditions governing the interconnection of the Parties’ respective Transmission Systems and to define the continuing responsibilities and obligations of the Parties with respect thereto;

**WHEREAS**, NEET MidAtlantic IN Indiana has transferred the functional control of the transmission facilities acquired from ComEd IN to PJM and I&M’s transmission facilities are under the functional control of PJM; and

**WHEREAS**, FERC has required that PJM be included as signatory to this Agreement to acknowledge and 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 exchange for good and valuable consideration of the premises and mutual covenants herein set forth, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

### **Article 1 INTERCONNECTED OPERATION**

#### **1.1 Interconnected Operation**

The Parties’ Transmission Systems are interconnected at each Interconnection Point 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 Interconnection Facilities and essential terminal equipment necessary to operate and maintain in a safe and reliable manner each Interconnection Point described in Appendix I.



### 1.3 Compliance

Each Party shall comply with Good Utility Practice, Applicable Technical Standards, PJM Requirements and Applicable Laws and Regulations in performing its respective obligations and responsibilities under this Agreement.

## **Article 2 TERM AND TERMINATION OF AGREEMENT**

### 2.1 Term

This Agreement shall become effective on the date specified by FERC and shall remain in effect until this Agreement is terminated in accordance with Section 2.2.

### 2.2 Termination

This Agreement may be terminated by the following means:

#### 2.2.1 By Mutual Consent

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

#### 2.2.2 By Either Party

Either Party may terminate this Agreement by providing to the other Party and PJM at least thirty-six (36) months' advance written notice of the date on which such Party intends to terminate this Agreement, unless the Parties agree to a shorter notice period.

#### 2.2.3 Upon Default

Either Party may terminate this Agreement upon the Default of the other Party, as defined in Section 9.1, by providing the defaulting Party and PJM thirty (30) calendar days prior written notice of termination.

### 2.3 Effectiveness of Termination

The termination of this Agreement under Section 2.2 shall become effective on the date established by FERC in an order accepting a notice of cancellation filing under Section 205 of the Federal Power Act to terminate this Agreement.

## **Article 3 OPERATIONS AND MAINTENANCE**

### 3.1 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 applicable PJM Requirements, 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.

### 3.2 Interruption of Service

The interconnection of the Parties’ Transmission Systems under this Agreement may be interrupted by operation of automatic equipment installed for power system protection or, upon reasonable notice, under the following circumstances: (i) after consultation with the other Party if practicable, when a Party deems it desirable for the installation, maintenance, inspection, repairs or replacements of equipment; (ii) to comply with a directive issued by PJM; or (iii) 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 to remove the cause of such interruption as soon as practicable and restore said lines to normal operating condition.

### 3.3 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 Laws and Regulations; (iii) the PJM Requirements to which the facilities are subject; 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 applicable PJM Requirements.

### 3.4 Compliance with NERC Reliability Standards

The Parties shall confer as necessary to maintain an understanding of their respective NERC-registered roles as such roles 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, each Party shall be responsible only for the NERC compliance requirements applicable to its respective Transmission System.

### 3.5 Cooperation Associated with NERC Reliability Standards

If one Party is subject to a data request, investigation, self-certification, audit or other action by FERC, NERC, PJM, or a NERC Regional Entity regarding applicable NERC Reliability Standards associated with the facilities it operates to effect the interconnection of the Parties’ Transmission System at each Interconnection Point, then the other Party shall reasonably cooperate in a timely fashion and to the extent necessary to demonstrate compliance with any applicable NERC Reliability Standards associated with such facilities and to address any such actions regarding applicable NERC Reliability Standards. When either Party is required to comply with NERC

Reliability Standards with respect to such facilities, the other Party shall not interfere with compliance activities.

### 3.6 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. Each Party agrees to inform the other Party of the safety rules applicable to each area.

## **Article 4 METERING AND DATA ACQUISITION SYSTEM EQUIPMENT**

### 4.1 Metering Equipment

The net interchange of electrical energy between the Transmission Systems at the Interconnection Points shall be measured by the operational quality metering and, if required or otherwise agreed to by the Parties and PJM, revenue quality meters specified in Appendix II. The metering equipment shall satisfy applicable American National Standards Institute standards and applicable PJM metering standards and PJM Requirements. Each Party shall own, operate and maintain such recording, telemetering, communication, and control facilities on their respective side of the Points of Interconnection (unless otherwise specified in Appendix II) as required for coordinated operation. Except for the charge referenced in Section 4.2, no specific charge will apply to either Party for the installation, replacement, operation, maintenance or testing of such equipment.

### 4.2 Maintenance, Testing, and Calibration of Metering Equipment

Procedures with respect to maintenance, testing, calibrating, and precision tolerance of all metering equipment shall be performed in accordance with Good Utility Practice. The expense of testing any meter shall be borne by the Party owning such meter, except for when a meter is tested at the request of the other Party and is found to register within the established tolerance. In such circumstances, the Party making the request shall bear the expense of the test.

### 4.3 Additional Metering Requirements

Any additional metering and data acquisition system requirements shall be contained in Appendix II of this Agreement.

## **Article 5 CONFIDENTIALITY**

### 5.1 Confidentiality

Confidential information, as defined in Appendix III, must be clearly designated or marked in writing as confidential on the face of the document or if the information is conveyed orally or by inspection and the Disclosing Party orally informs the Receiving Party that the information is confidential.

## 5.2 Time Period

During the term of this Agreement as defined in Section 2.1 and for a period of five (5) years after the expiration or termination of this Agreement, except as otherwise provided in Article 5, each Receiving Party shall hold in confidence, and shall not disclose to any person any Confidential Information provided to it by the Disclosing Party. If this Agreement expires or is terminated, then within five (5) years after the effective date of such expiration or termination the Disclosing Party may request that the Receiving Party either return the Confidential Information or destroy the Confidential Information; provided however, that if the Disclosing Party does not make either request to the Receiving Party, the Receiving Party shall destroy the Confidential Information.

## 5.3 Scope

Confidential Information shall not include information that the Receiving Party can demonstrate: (i) is generally available to the public other than that which is 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; or (v) is, or becomes, publicly known, through no wrongful act or omission of the Receiving Party or breach of this Agreement. Information designated as Confidential Information shall no longer be deemed confidential if the Disclosing Party notifies the Receiving Party that it no longer is confidential.

## 5.4 Release of Confidential Information

Subject to Sections 5.8 and 5.11, no Party shall disclose Confidential Information to any other person, except to its Representatives (limited by 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 Representatives have first been advised of the confidentiality provisions of this Article. 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 5.

## 5.5 Rights

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

## 5.6 No Warranties

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

### 5.7 Standard of Care

A Receiving 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 Receiving Party's obligations to the Disclosing Party under this Agreement or to comply with Applicable Laws and Regulations.

### 5.8 Order of Disclosure

If a Governmental Authority with the right, power, and apparent authority to do so requests or requires the Receiving Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that the Receiving Party shall provide the Disclosing Party with prompt notice of such request(s) or requirement(s) so that the Disclosing 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 Receiving Party that is subjected to the request or order may disclose such Confidential Information which, in the opinion of its counsel, the Receiving Party is legally compelled to disclose. The Receiving Party shall use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to any Confidential Information so furnished.

### 5.9 Return or Destruction of Confidential Information

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

### 5.10 Remedies

The Parties agree that monetary damages may be inadequate to compensate a Party for the other Party's breach of its obligations under this Article 5. 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 5, 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 5, 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.

### 5.11 Disclosure to FERC or its Staff

Notwithstanding anything in this Article 5 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 Receiving Party that is otherwise required to be maintained in confidence pursuant to this Agreement, such Receiving Party shall provide the requested information to FERC or its staff,

within the time provided for in the request for information. In providing Confidential Information to FERC or its staff, the Party must, consistent with 18 C.F.R. § 388.112 or 18 C.F.R. § 388.113, as applicable, 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, the Receiving Party shall notify the Disclosing Party prior to the release of the Disclosing Party's Confidential Information to FERC or its staff. A Receiving Party shall promptly 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 or 18 C.F.R. § 388.113, as applicable.

#### 5.12 General Disclosure

Notwithstanding any other provisions of this Article 5, a Receiving Party may disclose the Confidential Information provided by the Disclosing Party to the extent disclosure is: (i) reasonably deemed by the Receiving 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 Disclosing Party; or (iii) is necessary to fulfill its obligations to PJM or to a NERC Regional Entity. Prior to any disclosures of the Disclosing Party's Confidential Information under Section 5.12(i) or (iii), the Receiving Party shall promptly notify the Disclosing Party in writing and shall assert confidentiality and cooperate with the Disclosing Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order, or other reasonable measures.

### **Article 6 INVOICING AND PAYMENT; TAXES**

#### 6.1 Purpose of Invoicing

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

#### 6.2 Timeliness of Payment

Unless otherwise agreed upon, any invoices issued pursuant to this Agreement shall be rendered as soon as practicable in the month immediately following the calendar month in which expenses were incurred and shall be due and payable, unless otherwise agreed upon, within thirty (30) calendar 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(s) associated with such invoice is or is expected to be located, and shall be payable from the due date of such unpaid amount to the date paid.

### 6.3 Disputed Invoices

In the event that a Party disputes an invoice, the disputing Party shall pay the invoice in full in accordance with Section 6.2 of this Agreement subject to the refund of any amounts found to have been incorrectly invoiced plus interest on such amount from the date of payment to the date of the refund at the rate stated in Section 6.2. 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, by mutual agreement of the Parties, be settled through the mediation procedures of Article 8.

### 6.4 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.

### 6.5 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 6.6, such supplying Party shall be fully compensated by the other Party for such direct taxes.

### 6.6 Contribution In-Aid of Construction

For payment amounts or for the value of the facilities constructed and turned over to the receiving Party 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 receiving Party by the IRS and/or the State.

## Article 7 INDEMNITY AND INSURANCE

### 7.1 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 (each a “Loss” and each suffered by or asserted by a third party) to the extent arising out of, in connection with, or resulting from the Indemnifying Party’s (or its Contractor’s) performance or non-performance of its obligations under this Agreement; provided, however, that a Party’s obligation to indemnify the other Party shall not apply to any Losses to the extent arising from the other Party’s negligence or intentional misconduct. Promptly after receipt by a Party entitled to indemnity (“Indemnified Party”) of any claim or notice of the commencement of any action, administrative or legal proceeding, or investigation as to which the indemnity provided for in this Section 7.1 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 the performance or non-performance by the Indemnifying Party or any of its Contractors of its obligations under this Agreement. The Indemnifying Party shall not settle or make a plea with respect to any suit, action or claim without the Indemnified Party’s prior written consent.

A Party’s obligations to another Party under this Section 7.1 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 Loss, 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 7.1 only, the term “Party” shall include the Party’s Affiliates and the directors, officers, employees, and agents of the Party and its Affiliates.

### 7.2 Insurance

#### 7.2.1 Maintaining Insurance

Each Party shall maintain insurance as described in paragraphs A through E below. All insurance shall be procured from insurance companies rated: (i) having an “A-” or better by AM Best; (ii) having a Standard & Poor’s global rating of “A” or better; (iii) an equivalent rating by another nationally recognized insurance rating agency; or (iv) other insurance carriers of recognized responsibility, of which consent will not be unreasonably withheld 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 the Interconnection Point(s) is located, 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, Contractors coverage, liability assumed under an insured contract, coverage for pollution to the extent normally available 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, 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) for each accident 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) 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 through 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 occurrence/aggregate. Coverage shall be provided for the Parties' Representatives that are responsible for design work associated with the interconnection.

A Party may meet the Professional Liability Insurance requirements by requiring Contractors, designers, engineers, or other parties that are responsible for design work associated with the transmission facilities or Interconnection Facilities necessary for the interconnection to procure Professional Liability Insurance in the amounts and upon the terms prescribed by this Section 7.2.1, and providing evidence of such insurance to the other Party. Nothing in this Section 7.2.1 relieves the Party from complying with the insurance requirements.

#### 7.2.2 Additional Insureds

The Commercial General Liability, Business/Commercial Automobile Liability and Excess and/or Umbrella Liability policies procured by a Party shall include the other Party, and its respective officers, agents and employees as additional insureds, providing all standard coverages and covering liability of the insured Party 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.

### 7.2.3 Other Required Terms

A. The above-mentioned insurance policies of a Party (except workers' compensation, excess/umbrella and professional liability) 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 other 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.

B. In addition, the following shall apply to the Parties' insurance policies, to the extent allowable by law.

(i) If any coverage is written on a claims 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 the effective date of the 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.

### 7.2.4 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 Party under this Agreement.

### 7.2.5 Self-Insurance

Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of this Section 7.2 to the extent it maintains a self-insurance program, provided that such Party's or its parent company's senior secured or unsecured debt is rated at investment grade or better by Standard & Poor's or another recognized rating agency and its self-insurance program meets the minimum insurance requirements of Section 7.2. For any period of time that a Party's or its parent company's senior secured or unsecured debt is unrated by Standard & Poor's or another recognized rating agency or is rated at less than investment grade by Standard & Poor's or another recognized rating agency, such Party shall comply with the insurance requirements applicable to it under Section 7.2. In the event that a Party self-insures pursuant to this section, it shall notify the other Party that it satisfies the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with this Agreement.

#### 7.2.6 Notices; Certificates of Insurance

Each Party shall provide the other Party with thirty (30) calendar 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 other Party 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. After the initial notification that it is self-insuring, the self-insured Party is not required to annually thereafter provide such notification provided that it continues to satisfy the requirements to self-insure of Section 7.2.5. In the event that the self-insured Party no longer meets the requirements of Section 7.2.5 to self-insure, the self-insured Party must provide to the other Party a new certificate of insurance within thirty (30) calendar days of the date that the requirements to self-insure were no longer being satisfied.

#### 7.2.7 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.

#### 7.2.8 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 8 DISPUTES**

#### 8.1 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) calendar 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.

## 8.2 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.

## 8.3 Termination of Mediation

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

## 8.4 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 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 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 by 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. Either Party may terminate this Agreement upon the Default of the other Party as provided for in Section 2.2.3 of this Agreement.

## 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:

- 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 by FERC without modification or condition, if filed at FERC;

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 or the applicable NERC Regional Entity, either voluntarily or involuntarily, is dissolved.

#### 9.2.1 Preservation of Intent

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.

#### 9.2.2 Reservation of Rights

If the Parties are unable to reach an agreement, either Party shall have the right to unilaterally file with FERC, pursuant to Section 205 or Section 206 of the Federal Power Act as appropriate, proposed amendments to this Agreement that the filing Party deems reasonably necessary to protect its interests.

### **Article 10 GOVERNMENTAL AUTHORITIES**

#### 10.1 Governmental Authorities

This Agreement is made subject to the jurisdiction of 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 FERC, if such filing is required by the Federal Power Act. Any changes or conditions imposed by FERC in connection with such submission or otherwise in respect of this Agreement, any of which is 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) calendar days' prior written notice by the non-consenting Party to the other Party, and if applicable, subject to the provisions of Section 2.3 of this Agreement.

### 10.3 Amendments to the Agreement

#### 10.3.1 Amendments

Except as provided in Section 10.3.2, this Agreement may only be modified in a writing signed by the Parties and acknowledged by 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 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 11.2, 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, including its Transmission System that reasonably may be expected to impact the other Party's Transmission System, the initiating Party shall provide the other Party with at least ninety (90) calendar 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. Such review and acceptance shall not be untimely nor unreasonably withheld or delayed, to ensure that such Modifications: (i) will not adversely affect a Party's Transmission System, or other facilities, and (ii) are consistent with Good Utility Practice. Compliance with Applicable Laws and Regulations relating to and the suitability and 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 ninety (90) calendar 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 Laws and Regulations, 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, unless otherwise agreed to in writing. Such Party's responsibility for such 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 or CEII 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 Breach in respect to any obligation hereunder because of Force Majeure. A Party unable to fulfill any obligation by reason of Force Majeure shall use diligence to remove such disability with appropriate dispatch. A Party unable to fulfill any obligation by reason of Force Majeure shall: (i) provide prompt written notice of such Force Majeure event to the other Party and such notice shall include an estimate of the expected duration of such event; and (ii) 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 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. To the fullest extent permitted by law and notwithstanding Section 7.1 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.

B. Nothing in this Agreement shall be construed to create or give rise to any liability on the part of PJM. The Parties expressly waive any claims that may arise against PJM under this Agreement.

C. The Parties acknowledge and understand that the signature of the authorized representative of PJM is for the limited purpose of acknowledging that a representative of PJM has read the terms of this Agreement. The Parties shall keep PJM fully apprised of the matters addressed herein, as well as any reliability and planning issues that may arise under this Agreement. The signature of the authorized representative of PJM should/shall not in any way be deemed to imply that PJM takes 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 or other communication required or permitted by this 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 I&M:

American Electric Power Service Corporation  
Attn: Robert Pennybaker  
Director, Transmission and Interconnection Services  
212 East Sixth Street  
Tulsa, OK 74119-1295  
Phone: (918)-599-2723  
Email: [rlpennybaker@aep.com](mailto:rlpennybaker@aep.com)

And

American Electric Power Service Corporation  
Attn: John W. Seidensticker, Senior Counsel  
1 Riverside Plaza  
Columbus, OH 43215  
Email: [jwseidensticker@aep.com](mailto:jwseidensticker@aep.com)



If to NEET MidAtlantic IN :  
NextEra Energy Transmission MidAtlantic Indiana, Inc.,  
Attn: Jennifer Tidmarsh, President – MidAtlantic Transmission  
700 Universe Boulevard Juno Beach, FL 33408  
Email: [Jennifer.Tidmarsh@nee.com](mailto:Jennifer.Tidmarsh@nee.com)

And

NextEra Energy, Inc.  
Attn: Tom Orvald, Senior FERC Counsel  
801 Pennsylvania Ave. NW, Suite 220  
Washington, DC 20004  
Email: [Thomas.orvald@nee.com](mailto:Thomas.orvald@nee.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 19403-2497

The above listed titles and addresses for a Party and PJM may be changed by written notice to the 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 Primary and Alternate Contacts

For routine administrative matters not appropriately communicated pursuant to Section 12.4, each Party shall appoint an individual as the primary contact and an individual as the alternate contact. All initial contacts regarding a particular administrative matter pursuant to this Agreement shall be made to the primary contact or the alternate contact. Parties shall promptly notify the other and PJM of the name, title, mailing address, telephone number(s), and e-mail address of the primary and alternate contact and any changes thereto; provided however, that any such changes shall not be filed with FERC.

#### 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 Points are 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 III, or as defined in the applicable 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(c) 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 this Agreement.

### **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, as contemplated under Article 5, 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: (i) for final billings and payments; (ii) 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 (iii) 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.

**[Next page is the signature page]**

IN WITNESS WHEREOF, this Agreement has been executed by an authorized representative of each Party as of the Execution Date.

Indiana Michigan Power Company

By:  /s/ Robert W Bradish  
(Signature)

Name:  Robert W Bradish  
(Print)

Title:  Vice President

IN WITNESS WHEREOF, this Agreement has been executed by an authorized representative of each Party as of the Execution Date.

NextEra Energy Transmission MidAtlantic Indiana, Inc.

By:  /s/ Jennifer Tidmarsh  
(Signature)

Name:  Jennifer Tidmarsh  
(Print)

Title:  President, Transmission - MidAtlantic

The signature below of the authorized representative of PJM is for the limited purpose of acknowledging that a representative of PJM has read this Agreement as of this 25<sup>th</sup> day of May (month), 2022 (year).

PJM Interconnection, L.L.C.

By: /s/ David W. Souder

Title: Executive Director, System Planning

Print Name: David W. Souder

Service Agreement No. 6385

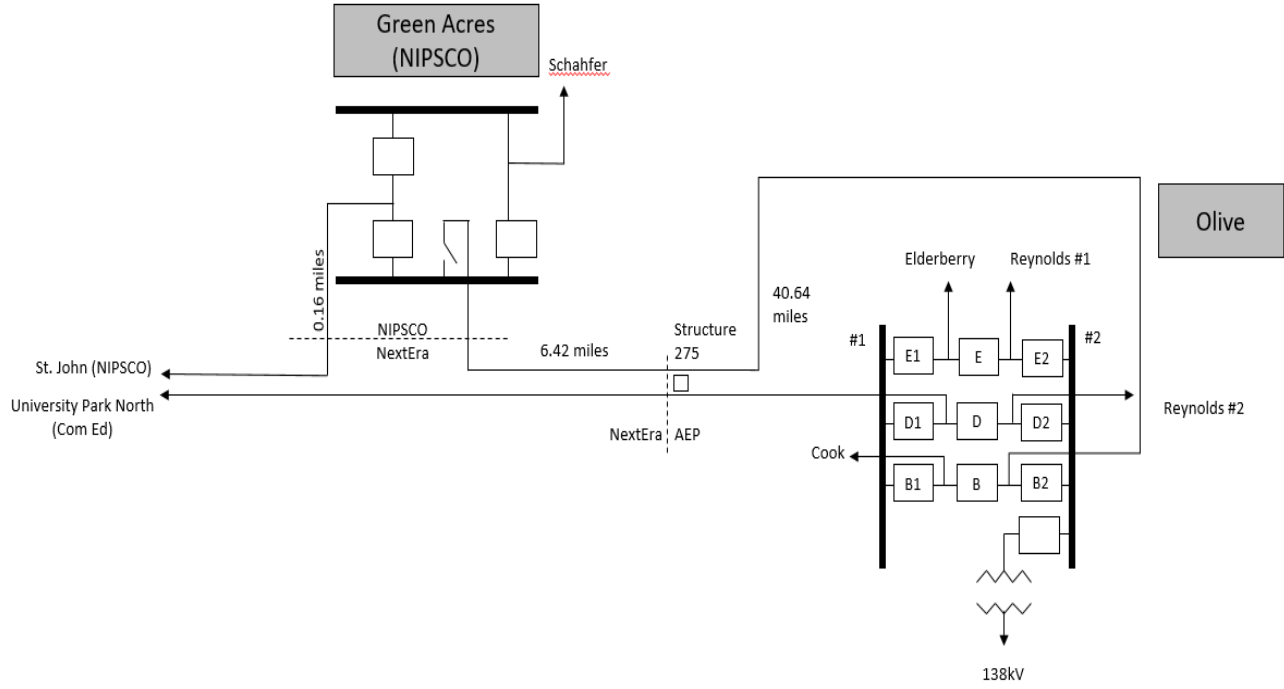
## APPENDIX I

### Interconnection Point List and One-Line Diagrams

1. The respective Transmission Systems of the Parties shall be interconnected at the Interconnection Points described below:
  - 1.1 The point hereby designated and hereinafter called “Olive-Green Acres Interconnection Point”. The Interconnection Point is where I&M’s 345 kV double circuit transmission line extending from I&M’s Olive 345 kV Station, connects in span over the center of W. County Rd. 400 North in Porter County, Indiana, southwest of I&M Tower 275 to a double circuit transmission line owned by NEET MidAtlantic IN, which extends from the Interconnection Point towards Northern Indiana Public Service Company’s Green Acres 345 kV Station (see Figure 1).
  - 1.2 The point hereby designated and hereinafter called “Olive-University Park North Interconnection Point”. The Interconnection Point is where I&M’s 345 kV double circuit transmission line extending from I&M’s Olive 345 kV Station, connects in span over the center of W. County Rd. 400 North in Porter County, Indiana, southwest of I&M Tower 275 to a double circuit transmission line owned by NEET MidAtlantic IN, which extends from the Interconnection Point towards ComEd IN’s University Park North 345 kV Station (see Figure 2).

# APPENDIX I

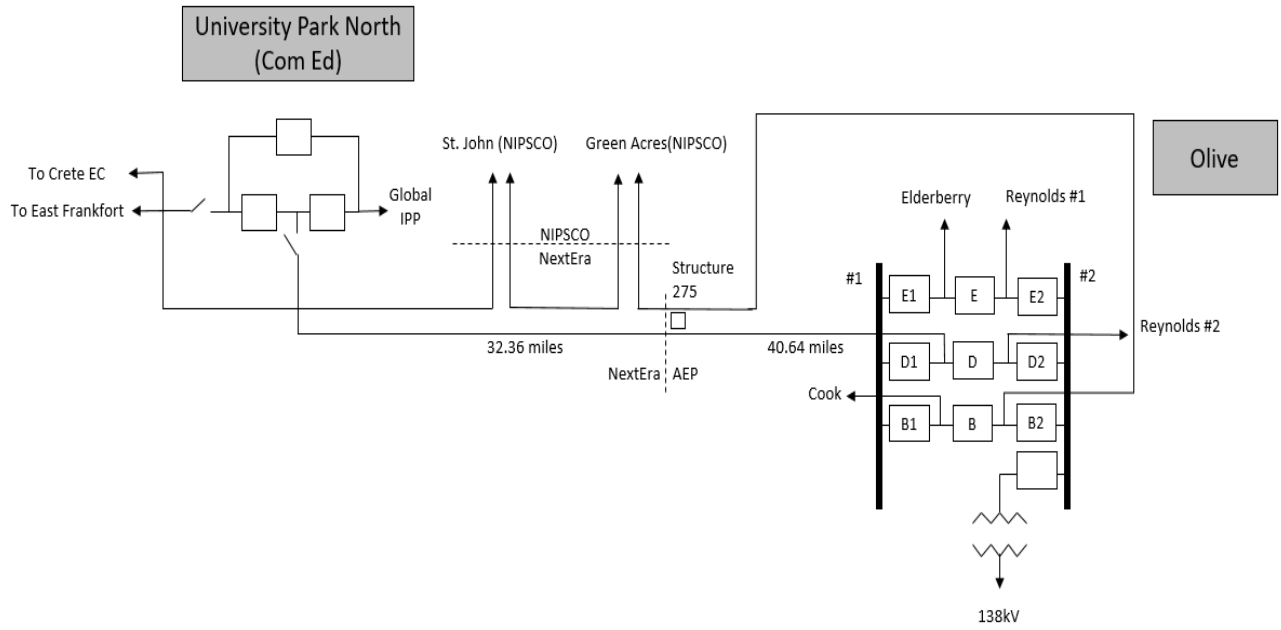
## FIGURE 1 – Olive-Green Acres 345 kV





# APPENDIX I

## FIGURE 2 - Olive-University Park North 345 kV



## APPENDIX II

### Metering DAS Equipment

#### METERING EQUIPMENT

##### 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. 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.

##### 1.2 Metering Point

I&M shall, at its sole cost, install, own, operate and maintain or cause to be installed, owned, operated and maintained by, as the case may be, the following metering equipment:

Olive-Green Acres Metering Point: 345 kV metering equipment installed at I&M's Olive 345 kV Station for the Olive-Green Acres Interconnection Point (see Figure 1, Appendix I).

Olive-University Park North Metering Point: 345 kV metering equipment installed at I&M's Olive 345 kV Station for the Olive-University Park North Interconnection Point (see Figure 2, Appendix I).

##### 1.3 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.

All electric meters shall be sealed, and such seals may be broken only by its owner on such occasions when the meters are to be inspected, tested, calibrated or adjusted. Each Party shall comply with any reasonable request of the other Party concerning: (i) sealing of meters; (ii) the presence of a representative of the other Party when the seals are broken; and (iii) other matters affecting interchange measurements.

1.3.1 General Requirements. All metering quantities shall be measured at the Interconnection Point. Metering equipment, including the accuracy of the meters

for points of interconnection of the Transmission System shall meet the applicable NERC Reliability Standards, RTO 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.

All reasonable costs for meter changes or meter upgrades requested by a Party shall be borne by the requesting Party, unless agreed otherwise.

- 1.3.2 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
ANSI/IEEE C57.13.6:	Standard Requirements for High-Accuracy 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.

- 1.3.3 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 upon testing metering equipment, an accuracy error exceeding one plus or minus one percent (1%) shall be disclosed between the Parties. The account between the Parties shall be adjusted to correct for the accuracy error disclosed over the shorter of the following two periods: (1) for the 30-day period immediately preceding the day of the test, or (2) for the period that such inaccuracy may be determined to have existed.

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 compliance records, including all meter tests and maintenance conducted in accordance with Good Utility Practice for the life of the Interconnection Point. 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.

- 1.3.4 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 three element metering, and have three (3) metering accuracy current transformers.

Current transformers should meet or exceed an accuracy class of 0.15% (as defined in IEEE C57.13.6), 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.

- 1.3.5 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 should be three element metering, and have three (3) metering

accuracy voltage transformers. Voltage transformers shall meet or exceed an accuracy class of 0.15% (as defined in IEEE C57.13.6). The secondary of the revenue metering voltage transformers shall be wired to the revenue meters only. The secondary burden of the metering voltage transformers shall not exceed the nameplate burden rating. 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 C57.13.3 and ANSI C12.11.

#### 1.4 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 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.

- 1.4.1 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.
- 1.4.2 Real Time Communications. Revenue meters shall be capable of communicating with DAS equipment such as Remote Terminal Units (“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.
- 1.4.3 Energy Flow Data. A continuous accumulating record of active and reactive energy flows shall be provided by means of the registers on the meters. The deployed revenue meter(s) shall be capable of providing bi-directional energy data flow in either kyz pulse signals format, or accumulated counters to RTU. All Parties shall share the same data register buffers regardless of the types of employed data communication methods. If the accumulation counter method is used, only one Party shall be responsible for freezing the accumulator buffers and the owner of the metering equipment shall freeze them. The accumulator freezing signals shall be synchronized to Universal Coordinated Time within 1/ 2 seconds.

### 1.5 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 “kym” pulse output, and internal modem for data communication.

### 1.6 Revenue and Additional Metering

Each Interconnection Point shall have a primary and a backup meter. The revenue meters shall be powered by the station service source or by automatic transfer to an alternate AC source. However, each Party may have additional metering at any existing Interconnection Point. The Parties will cooperate to determine correct meter values as needed.

### 1.7 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. Such access shall not be unreasonably withheld.

### 1.8 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 adversely affect other existing measurement devices.

## **DAS EQUIPMENT**

### 2.1 Need for Data Acquisition Provisions

In recognition that the coordination of the system operations by the Parties may require the sharing of power flow and other real time information from meters and other equipment at the Interconnection Points, the Parties agree to cooperate on the installation and operation of data acquisition system (“DAS”) equipment (including, but not limited to, remote terminal units (“RTUs”), meters, MW/MVAR and Volt transducers, telecommunication devices, and lease lines) at points which shall from time to time be mutually agreed upon. This Appendix II shall govern the general principles of such DAS arrangements. Each of these general principles may be modified within and by a specific agreement for a specific DAS arrangement.

For purposes of this Appendix II, the term “Requesting Party” means a Party that wishes to obtain

information from an Owing Party through the installation of DAS equipment, and the term “Owing Party” means the Party that owns the station facilities in which the DAS equipment would be installed.

Pursuant to a separately negotiated and executed agreement, a Party’s RTU or equivalent devices may be shared by the Requesting Party. Pursuant to such an agreement, the RTU shall support multiple dedicated communication ports with mutually agreed upon communication protocols. Where there are protocol restrictions because of existing legacy systems, industry standard protocols such as DNP 3.0 or IEC 60870 shall be offered. If a proprietary communication protocol is to be used solely for one Party, the Requesting Party shall be responsible for the cost of adding the customized communication protocol to the RTU.

For the existing installations, the following real time data shall be provided to all Parties as minimum requirements: three phase bi-directional energy flows (e.g. MWH, MVARH, (when available)), three phase instantaneous power flows (e.g. MW, MVAR), per phase RMS voltages (when available), per phase RMS currents (when available), and frequency measurement with at least two decimal points resolution shall be provided. In addition to the real time data, the status of all switching devices on the interconnection circuit(s) shall also be provided. For the energy flow data, either or both accumulated data or hourly interval data shall be provided based on mutually agreed formats. If accumulated data is used, the owner of the RTU will freeze the accumulated data buffers at the top of each hour and the Requesting Party will read the frozen data. This shall be accomplished in a manner providing for both Parties to have the same accumulator data readings even though the accumulator data reading frequencies may not be synchronized.

The DAS equipment covered herein shall be associated with the interconnection metering points specified in Appendix I. When requests for additional data, and/or DAS equipment upgrade, is received from the Requesting Party by the Owing Party, the Parties shall cooperate with each other, based on Good Utility Practice. Unless otherwise mutually agreed, the Requesting Party will bear the cost associated with such requests.

## 2.2 Commissioning Test Procedures

When new interconnection metering and/or DAS equipment is installed, replaced or upgraded, a commissioning test shall be performed based on a mutually agreed test procedure. Before the equipment is officially placed in service, the following processes shall be followed, as a minimum requirement:

The Owing Party shall inform the Requesting Party of the commissioning test.

The Owing Party will coordinate a three-way conference call between the interconnection site and operation centers of both Parties.

Bidirectional test currents shall be injected to the interconnection energy meter and the instantaneous analog data values displayed by the meter shall be checked against the corresponding readings received at each control center. This verification test will typically

be made at the minimum, midpoint and max cases (typically 0, 2.5 and 5 Amp), and with unity and 50% power factors.

The pulse accumulator counter data shall be tested in the same manner and the accumulator freeze functionality shall be verified.

A “roll-over” count test will be performed for each accumulator data point in order to verify the “roll-over” count is properly processed by both operation centers.

### 2.3 New DAS Arrangement

The details of individual DAS arrangements for new or existing Interconnection Points shall be in writing and signed by the Parties.

### 2.4 Ownership, Installation and Maintenance of New DAS Equipment

2.4.1 The installation of such DAS equipment shall be paid for and owned by the Owing Party, unless it is mutually agreed otherwise to share in the cost, provided, however, the Owing Party shall have the responsibility to install all the DAS equipment.

2.4.2 The Owing Party shall provide, install, own and maintain the relays, transducers, wiring, protection equipment and associated materials (“Owing Party Equipment”) required to support the installation of the Other Party’s data acquisition equipment (“Requesting Party’s Equipment”). Provided, however, that if the Interconnection Point is established for the benefit of and at the request of a Party, the Party benefiting and requesting the Interconnection shall install, own and maintain, the DAS equipment arrangement and shall provide access to the DAS data to the Requesting Party. Equipment that is shared in common between the Owing Party and the Requesting Party (including, but not limited to, duplicating relays and test switches) shall likewise be provided, installed, owned and maintained by the Owing Party, and shall be part of the Owing Party’s Equipment, unless agreed otherwise: Unless otherwise mutually agreed, each party will maintain its own equipment on their side of the Interconnection Point.

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

2.4.4 The Requesting Party shall provide, own and maintain as part of the Requesting Party’s Equipment, the data communication circuits (leased lines), including any



necessary data circuit protection equipment, and be responsible for the costs of such circuit. Where deemed appropriate by the Owning Party, the Requesting Party personnel shall be permitted to work independently on its equipment. Generally, however, work performed by the Other Party's personnel shall be performed under the supervision of the Owning Party personnel, unless such equipment is located outside, or is only accessible from, outside the Owning Party's facilities.

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

## 2.5 Location and Site Access

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

## 2.6 Proprietary and Confidential Information

The Requesting Party shall treat all shared telemetry information received via telemetry from the Owning Party as Confidential Information pursuant to Article 6 of this Agreement.

## 2.7 Cost Estimate, Billing and Payment

Prior to the installation of the Requesting Party's equipment, both the Owning Party and the Requesting Party shall prepare an estimate of the costs associated with such installation. All billings and payments terms and conditions, billing disputes and resolutions shall be handled pursuant to Article 6 of this Agreement.

### **APPENDIX III** **Definitions**

For the purposes of this Agreement, the following capitalized terms shall have the meanings set forth below or as otherwise defined in this Agreement, regardless of any potential conflict between the meanings set forth herein and any definitions of the same terms in the PJM Tariff.

“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 (i) 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 a Party, its respective facilities, and/or the respective services it provides.

“Applicable Technical Standards” – shall mean those certain technical requirements and standards applicable to the interconnection of transmission facilities of I&M’s and NEET MidAtlantic IN’s Transmission Systems, as posted on PJM’s website.

“Confidential Information” – shall mean all the information designated as confidential that is furnished to a Party or its reviewing Representatives by the Disclosing Party. Confidential Information includes notes, analyses, reports, and other documents to the extent that such documents contain the Disclosing Party’s Confidential Information. Confidential Information includes information defined as “Critical Energy/Electric Infrastructure Information” (“CEII”) in accordance with the FERC’s regulations at 18 C.F.R. § 388.113.

“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 Point(s) identified in this Agreement.

“Disclosing Party” – shall mean shall mean the Party providing its Confidential Information to the Receiving Party.

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

“FERC” – shall the Federal Energy Regulatory Commission.

“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.

“Interconnected Operation” -- shall mean the physical and electrical interconnection of I&M's and NEET MidAtlantic IN's Transmission Systems, pursuant to the PJM Tariff and this Agreement.

“Interconnection Construction” – shall mean construction to establish the initial Interconnection Point between the Parties, construction to establish any subsequent Interconnection Points 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 Facilities” – shall mean those facilities that are owned, controlled, operated and maintained by a Party on that Party's side of a Point of Interconnection that are necessary to physically and electrically interconnect the Transmission System of such Party to the Transmission System of the other Party at a Point of Interconnection.

“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.

“Modification” – shall mean 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 either Party is a member.

“NERC Regional Entity” – shall mean an organization that NERC has delegated the authority to propose and enforce NERC Reliability Standards pursuant to the Federal Power Act to which a Party’s Transmission System are located within the organization’s region.

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

“PJM Requirement” – shall mean any rule, charge, procedure, or other requirements of PJM, including the applicable 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.

“Receiving Party” – shall mean shall mean the Party receiving and/or holding Confidential Information belonging to the Disclosing Party.

“Representatives” – shall mean 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.

“Transmission System” - shall mean the facilities that are controlled or operated by a Party within PJM.

## **Attachment B**

### **List of Recipients**

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Barbie.Zankpah@pjm.com

IN WITNESS WHEREOF, this Agreement has been executed by an authorized representative of each Party as of the Execution Date.

Indiana Michigan Power Company

DS  
JS

By: DocuSigned by:  
Robert W Bradish  
CE4ED3037D3440A... (Signature)

Name: Robert W Bradish  
(Print)

Title: Vice President

IN WITNESS WHEREOF, this Agreement has been executed by an authorized representative of each Party as of the Execution Date.

NextEra Energy Transmission MidAtlantic Indiana, Inc.

By: \_\_\_\_\_  
(Signature)

Name: Jennifer Tidmarsh  
\_\_\_\_\_  
(Print)

Title: President, Transmission - MidAtlantic  
\_\_\_\_\_



Digitally signed  
by Jennifer  
Tidmarsh  
Date: 2022.04.26  
12:02:18 -04'00'

The signature below of the authorized representative of PJM is for the limited purpose of acknowledging that a representative of PJM has read this Agreement as of this 25th day of May (month), 2022 (year).

PJM Interconnection, L.L.C.

By: David W. Souder

Title: Executive Director, System Planning

Print Name: David W. Souder

Service Agreement No. 6385