



PJM Interconnection, L.L.C.
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Audubon, PA 19403

Steven Pincus
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October 12, 2018

The Honorable Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E., Room 1A
Washington, DC 20426-0001

Re: PJM Interconnection, L.L.C., Docket No. ER19-99- 000 (Tariff)
PJM Interconnection, L.L.C., Docket No. ER19-100-000 (CTOA)

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act (“FPA”)¹ and Part 35 of the Federal Energy Regulatory Commission (“FERC” or “Commission”) regulations,² PJM Interconnection, L.L.C. (“PJM”) and AMP Transmission LLC (“AMPT”) hereby jointly submit for filing with the Commission proposed revisions to the PJM Open Access Transmission Tariff (“Tariff”) and the PJM Consolidated Transmission Owners Agreement (“CTOA”)³:

- i. Tariff, Attachment L revised to include AMPT as a PJM Transmission Owner; and
- ii. A signature page to the CTOA, executed by AMPT, and revised CTOA, Attachment A adding AMPT to the list of PJM Transmission Owners.⁴

PJM and AMPT request that the attached Tariff section and CTOA section each have an effective date of December 14, 2018.

¹ 16 U.S.C. § 824d.

² 18 C.F.R. Part 35.

³ PJM Rate Schedule FERC No. 42. AMPT will initially be a Zero Revenue Requirement Party to the CTOA as defined in CTOA, section 1.32; however, AMPT intends to file in the near future for revenue requirement recovery for the provision of transmission service under the PJM Tariff.

⁴ Due to eTariff restrictions, the proposed revisions to the Tariff and the CTOA will be filed under separate cover using the same transmittal letter with specified attachments corresponding to each filing.

AMPT has executed the Additional Member Agreement in the form set forth in Schedule 4 of the Amended and Restated Operating Agreement of PJM Interconnection, L.L.C. (“Operating Agreement”) and, as a result, became a PJM Member on the date it was countersigned by the PJM President, which was October 5, 2018.⁵ AMPT’s status as a new PJM Member will be included in PJM’s fourth quarterly filing that updates the list of current PJM Members contained in Operating Agreement, Schedule 12.⁶

I. BACKGROUND

AMPT is a not-for-profit, single member, limited liability company organized in the State of Ohio, created solely to provide transmission-related services that benefit the members of American Municipal Power, Inc. (“AMP”).⁷ AMPT acquired transmission facilities from the City of Napoleon, Ohio on September 26, 2018 (“Initial Facilities”) and may acquire additional transmission facilities in the near future. The Initial Facilities are located in the American Transmission Systems, Incorporated (“ATSI”) Transmission Zone of PJM. AMPT’s Initial Facilities consist of a 138 kV ring bus comprised of four 138 kV SF6 Siemens breakers and associated equipment, including 138 kV current and voltage transformers, wave traps, station post insulators and supporting equipment. These facilities are operated in parallel with ATSI’s transmission facilities with which they are interconnected, are integrated in PJM’s operations,

⁵ See *PJM Interconnection, L.L.C.*, 102 FERC ¶ 61,191, at P 1 (2003) (“entities to become members of PJM effective as of the date the Additional Member Agreements are countersigned by the president of PJM . . .”).

⁶ See *id.* (“delet[ing] the requirement that the Additional Member Agreements executed by new members be filed with FERC . . .”).

⁷ AMP is an Ohio nonprofit corporation, organized to own and operate facilities, or to provide otherwise, for the generation, transmission or distribution of electric power and energy, or any combination thereof, and to furnish technical services on a cooperative, nonprofit basis, for the mutual benefit of its Members, such Members being, and to be, political subdivisions of their respective states that operate, or whose members operate, electric systems in, as of the date of this filing, Delaware, Indiana, Kentucky, Maryland, Michigan, Ohio, Pennsylvania, Virginia and West Virginia.

and are under PJM's functional control through ATSI. PJM has determined that the Initial Facilities meet the definition of Transmission Facilities under Section 1.27 of the CTOA.

The Initial Facilities have been determined by ReliabilityFirst—the company responsible for the reliability and security of the electric grid in the Great Lakes and Mid-Atlantic areas of the United States—to be Bulk Electric System facilities and, as a result, AMPT must register with North American Electric Reliability Corporation (“NERC”) as a Transmission Owner with respect to the Initial Facilities. As a Transmission Owner, AMPT must itself perform or must contract with another entity to perform Transmission Operator (“TOP”) functions. PJM performs TOP functions for nearly all transmission owners and for nearly all the transmission facilities in the PJM Region including the Initial Facilities. PJM and AMPT have entered into a Transition Agreement⁸ that addresses, *inter alia*, transition of the applicable TOP requirements assigned by PJM to the Transmission Owners from ATSI to AMPT.

Based on the foregoing, AMPT satisfies the eligibility criteria set forth in Section 3.1 of the CTOA for becoming a PJM Transmission Owner under the CTOA. AMPT's Initial Facilities meet the definition of “Transmission Facilities” set forth in TOA Section 1.27 and all equipment and facilities necessary for the safe and reliable operation of such Transmission Facilities as part of the PJM Region are in place. Further, PJM exercises functional control over the Initial Facilities, has continued to do so following AMPT's acquisition of these facilities, and will continue to do so for the foreseeable future. AMPT executed the Additional Member Agreement under the PJM Operating Agreement on October 5, 2018. AMPT executed and became a signatory to the CTOA on October 9, 2018.

⁸ Agreement to Explore the Transition of Ohio Municipal Electric Transmission Facilities in the PJM Region to AMP Transmission LLC, dated September 13, 2018, attached hereto as Exhibit A.

II. DESCRIPTION OF PROPOSED REVISIONS TO THE Tariff AND CTOA

A. Tariff, Attachment L

Tariff, Attachment L contains a list of the Transmission Owners under the PJM Tariff. Tariff, section 1 states that “‘Transmission Owner’ shall mean a Member that owns or leases with rights equivalent to ownership Transmission Facilities and is a signatory to the PJM Transmission Owners Agreement. . . .” The CTOA also includes a similar definition at section 1.28. As discussed earlier herein, AMPT satisfies the eligibility criteria to become a “Transmission Owner” under the CTOA and has executed the CTOA. Accordingly, AMPT is a Transmission Owner under the Tariff and, as a result, PJM now proposes to include AMPT in the list of Transmission Owners under Tariff, Attachment L.

B. CTOA, Attachment A

PJM submits a signature page to the CTOA executed by an authorized officer of AMPT and a revised CTOA, Attachment A including AMPT in the list of PJM Transmission Owners. As set forth above, AMPT satisfies the eligibility criteria to become a PJM Transmission Owner under the CTOA because, *inter alia*, it owns facilities that are operated as part of the PJM Transmission System. As such, AMPT became a party to the CTOA through its execution of the signature page submitted herewith.

III. EFFECTIVE DATE

PJM and AMPT request an effective date no later than December 14, 2018 for the attached PJM Tariff and CTOA sections, which is at least sixty days after the date of this filing.

IV. DOCUMENTS ENCLOSED

Attached to this transmittal letter are the following documents:

1. Attachment A - Revised CTOA, Attachment A (Marked Format);

2. Attachment B - Revised CTOA, Attachment A (Clean Format);
3. Attachment C - Copy of AMPT's executed CTOA signature page; and
4. Exhibit A - Copy of Agreement to Explore the Transition of Ohio
Municipal Electric Transmission Facilities in the PJM Region to AMP
Transmission, LLC

V. CORRESPONDENCE AND COMMUNICATIONS

The parties request that communications concerning the instant filing be directed to the persons listed below (with electronic service as noted) and that the listed persons be included on the Commission's service list for this proceeding:

Gary J. Newell*
Gerit F. Hull*
Jennings Strouss & Salmon, PLC
1350 I Street, N.W., Suite 810
Washington, DC 20005-3305
(202) 292-4738
gnewell@jsslaw.com
ghull@jsslaw.com

Steven Pincus*
Associate General Counsel
PJM Interconnection, L.L.C.
2750 Monroe Blvd.
Audubon, PA 19403
(610) 666-4730
steven.pincus@pjm.com

Lisa G. McAlister*
General Counsel
AMP Transmission, LLC
1111 Schrock Road, Suite 100
Columbus, OH 43229
(614) 540-1111
lmcaster@amppartners.org

Craig Glazer*
Vice President, Federal Government Policy
PJM Interconnection, L.L.C.
1200 G Street, N.W., Suite 600
Washington, D.C. 20005
(202) 423-4743
craig.glazer@pjm.com

Pamala M. Sullivan
President
AMP Transmission, LLC
1111 Schrock Road, Suite 100
Columbus, OH 43229
(614) 540-1111
psullivan@amppartners.org

* Electronic service requested.

VI. SERVICE

PJM served a copy of this filing on all PJM Members and on all state utility regulatory commissions in the PJM Region by posting this filing electronically. In compliance with the Commission's regulations,⁹ PJM will (i) post a copy of this filing to the Commission filings section of PJM's website, located at the following link: <http://www.pjm.com/documents/ferc-manuals/ferc-filings.aspx> (with a specific link to the newly-filed document); and (ii) send an email on the same date as this filing to all PJM Members and all state utility regulatory commissions in the PJM Region¹⁰ alerting them that this filing has been made by PJM and is available by following the above-referenced link. If the document is not immediately accessible by using the link set forth above, the document will be available through the referenced link within twenty-four hours of the filing. Furthermore, a copy of this filing will be available on FERC's eLibrary website at <https://www.ferc.gov/docs-filing/elibrary.asp> in accordance with the Commission's regulations and Order No. 714.

Respectfully submitted,

/s/ Gary J. Newell
Gary J. Newell
Gerit F. Hull
Jennings Strouss & Salmon, PLC
1350 I Street, N.W., Suite 810
Washington, DC 20005-3305
(202) 292-4738
gnewell@jsslaw.com
ghull@jsslaw.com
Counsel for AMP Transmission, LLC

/s/ Steven Pincus
Steven Pincus
Associate General Counsel
PJM Interconnection, L.L.C.
2750 Monroe Blvd.
Audubon, PA 19403
(610) 666-4730
steven.pincus@pjm.com
Counsel for PJM Interconnection LLC

⁹ See 18 C.F.R. §§ 35.2(e) and 385.2010(f)(3).

¹⁰ PJM already maintains, updates, and regularly uses email lists for all PJM Members and affected state commissions.

Attachment A

Revisions to the PJM Consolidated Transmission Owners Agreement

(Marked / Redline Format)

ATTACHMENT A
TO THE CONSOLIDATED
TRANSMISSION OWNERS AGREEMENT

Monongahela Power Company, The Potomac Edison Company and West Penn Power Company, all doing business as Allegheny Power

American Electric Power Service Corporation on behalf of its affiliate companies: AEP Indiana Michigan Transmission Company, AEP Kentucky Transmission Company, AEP Ohio Transmission Company, AEP West Virginia Transmission Company, Appalachian Power Company, Indiana Michigan Power Company, Kentucky Power Company, Kingsport Power Company, Ohio Power Company and Wheeling Power Company

Commonwealth Edison Company and Commonwealth Edison Company of Indiana, Inc.

Dayton Power and Light Company

Virginia Electric and Power Company (Dominion Virginia Power)

Public Service Electric and Gas Company

PECO Energy Company

PPL Electric Utilities Corporation

Baltimore Gas and Electric Company

Jersey Central Power & Light Company

Potomac Electric Power Company

Atlantic City Electric Company

Delmarva Power & Light Company

UGI Utilities, Inc.

Allegheny Electric Cooperative, Inc.

CED Rock Springs, LLC

Old Dominion Electric Cooperative

Rockland Electric Company

Duquesne Light Company

Neptune Regional Transmission System, LLC

Trans-Allegheny Interstate Line Company

Linden VFT, LLC

American Transmission Systems, Incorporated

City of Cleveland, Department of Public Utilities, Division of Cleveland Public Power

Duke Energy Ohio, Inc.

Duke Energy Kentucky, Inc.

City of Hamilton, OH

Hudson Transmission Partners, LLC

East Kentucky Power Cooperative, Inc.

ITC Interconnection LLC

Mid-Atlantic Interstate Transmission, LLC

Southern Maryland Electric Cooperative, Inc.

NextEra Energy Transmission MidAtlantic, LLC

Ohio Valley Electric Cooperative

[AMP Transmission, LLC](#)

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

PJM Interconnection, L.L.C.

By: _____

Name: Phillip G. Harris

Title: President and CEO

Date: December 15, 2005

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

Monongahela Power Company, The Potomac Edison Company and West Penn Power Company, all doing business as Allegheny Power

By: _____

Name: James R. Haney

Title: Vice President

Date: December 15, 2005

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

American Electric Power Service Corporation on behalf of its affiliate companies:
AEP Indiana Michigan Transmission Company, AEP Kentucky Transmission Company,
AEP Ohio Transmission Company, AEP West Virginia Transmission Company,
Appalachian Power Company, Indiana Michigan Power Company, Kentucky Power
Company, Kingsport Power Company, Ohio Power Company and Wheeling Power
Company

By: _____

Name: Lisa M. Barton

Title: Executive Vice President - AEP Transmission

Date: October 13, 2015

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

Exelon Corporation on behalf of its subsidiaries
Commonwealth Edison Company and Commonwealth Edison
Company of Indiana, Inc.

By: _____

Name: Susan Ivey

Title: Vice President, Transmission Operations and Planning, Exelon Corporation

Date: December 15, 2005

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

The Dayton Power and Light Company

By: _____

Name: Patricia K. Swanke

Title: Vice President - Operations

Date: December 15, 2005

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

Virginia Electric and Power Company (Dominion Virginia Power)

By: _____

Name: Gary L. Sypolt

Title: President – Dominion Transmission

Date: December 15, 2005

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

Public Service Electric and Gas Company

By: _____

Name: Ralph LaRossa

Title: Vice President - Electric Delivery

Date: December 15, 2005

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

Exelon Corporation on behalf of its subsidiary
PECO Energy Company

By: _____

Name: Susan Ivey

Title: Vice President, Transmission Operations and Planning, Exelon Corporation

Date: December 15, 2005

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

PPL Electric Utilities Corporation

By: _____

Name: John F. Sipics

Title: President

Date: December 15, 2005

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

Baltimore Gas and Electric Company

By: _____

Name: Mark P. Huston

Title: Vice President, Electric Transmission and Distribution

Date: December 15, 2005

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

Jersey Central Power & Light Company

By: _____

Name: Stanley F. Szwed

Title: Vice President – Energy Delivery Policy
First Energy Service Company

Date: December 15, 2005

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

Potomac Electric Power Company

By: _____

Name: David M. Valazquez

Title: Vice President, Pepco Holdings, Inc.

Date: December 15, 2005

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

Atlantic City Electric Company

By: _____

Name: David M. Valazquez

Title: Vice President, Pepco Holdings, Inc.

Date: December 15, 2005

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

Delmarva Power & Light Company

By: _____

Name: David M. Valazquez

Title: Vice President, Pepco Holdings, Inc.

Date: December 15, 2005

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

UGI Utilities, Inc.

By: _____

Name: Richard E. Gill

Title: Assistant Secretary - Electric Transmission

Date: December 15, 2005

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

CED Rock Springs, LLC

By: _____

Name:

Title:

Date: December 15, 2005

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

Old Dominion Electric Cooperative

By: _____

Name:

Title:

Date: December 15, 2005

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

Rockland Electric Company

By: _____

Name:

Title:

Date: December 15, 2005

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

Duquesne Light Company

By: _____

Name:

Title:

Date: December 15, 2005

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

Allegheny Electric Cooperative, Inc.

By: _____

Name: Richard W. Osborne

Title: Vice President Power Supply & Engineering

Date: December 15, 2005

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

Neptune Regional Transmission System, LLC

By: _____

Name: Edward M. Stern

Title: CEO

Date: March 7, 2007

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

Trans-Allegheny Interstate Line Company

By: _____

Name: James R. Haney

Title: Vice President

Date: November 8, 2007

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

Linden VFT, LLC

By: _____

Name: Andrew J. Keleman

Title: Authorized Representative

Date: April 1, 2009

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

American Transmission Systems, Incorporated

By: _____

Name: Richard R. Grigg

Title: President

Date: December 17, 2009

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

City of Cleveland, Department of Public Utilities
Division of Cleveland Public Power

By: _____

Name: Barry A. Withers

Title: Director

Date: March 22, 2011

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

Duke Energy Ohio, Inc.

By: _____

Name: Julia S. Janson

Title: President

Date: September 27, 2011

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

Duke Energy Kentucky, Inc.

By: _____

Name: Julia S. Janson

Title: President

Date: September 27, 2011

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

City of Hamilton, OH

By: _____

Name: Joshua A. Smith

Title: City Manager

Date: February 29, 2012

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

Hudson Transmission Partners, L.L.C.

By: _____

Name: Jeffrey T. Wood

Title: Senior Vice President

Date: February 8, 2013

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

East Kentucky Power Cooperative, Inc.

By: _____

Name: Anthony S. Campbell

Title: President & CEO

Date: March 26, 2013

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

ITC Interconnection LLC

By: _____

Name: Terry S. Harvill

Title: Vice President, International and Merchant Development

Date: May 19, 2016

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

Mid-Atlantic Interstate Transmission, LLC

By: _____

Name: Richard A. Ziegler

Title: Director, FERC & RTO Technical Support

Date: October 14, 2016

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

Southern Maryland Electric Cooperative, Inc.

By: _____

Name: Austin J. Slater, Jr.

Title: President & CEO

Date: October 19, 2016

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

NextEra Energy Transmission MidAtlantic, LLC

By: _____

Name: Eric Gleason

Title: President

Date: June 26, 2018

|

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

AMP Transmission, LLC

By: _____

Name: Pamala M. Sullivan

Title: President

Date: October 9, 2018

Attachment B

Revisions to the PJM Consolidated Transmission Owners Agreement

(Clean Format)

ATTACHMENT A
TO THE CONSOLIDATED
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Title: Vice President, Pepco Holdings, Inc.

Date: December 15, 2005

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Delmarva Power & Light Company

By: _____

Name: David M. Valazquez

Title: Vice President, Pepco Holdings, Inc.

Date: December 15, 2005

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UGI Utilities, Inc.

By: _____

Name: Richard E. Gill

Title: Assistant Secretary - Electric Transmission

Date: December 15, 2005

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By: _____

Name:

Title:

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Old Dominion Electric Cooperative

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Name:

Title:

Date: December 15, 2005

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Rockland Electric Company

By: _____

Name:

Title:

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Duquesne Light Company

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Name:

Title:

Date: December 15, 2005

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Name: Richard W. Osborne

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By: _____

Name: Edward M. Stern

Title: CEO

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Name: James R. Haney

Title: Vice President

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Linden VFT, LLC

By: _____

Name: Andrew J. Keleman

Title: Authorized Representative

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American Transmission Systems, Incorporated

By: _____

Name: Richard R. Grigg

Title: President

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City of Cleveland, Department of Public Utilities
Division of Cleveland Public Power

By: _____

Name: Barry A. Withers

Title: Director

Date: March 22, 2011

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Duke Energy Ohio, Inc.

By: _____

Name: Julia S. Janson

Title: President

Date: September 27, 2011

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Duke Energy Kentucky, Inc.

By: _____

Name: Julia S. Janson

Title: President

Date: September 27, 2011

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

City of Hamilton, OH

By: _____

Name: Joshua A. Smith

Title: City Manager

Date: February 29, 2012

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

Hudson Transmission Partners, L.L.C.

By: _____

Name: Jeffrey T. Wood

Title: Senior Vice President

Date: February 8, 2013

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

East Kentucky Power Cooperative, Inc.

By: _____

Name: Anthony S. Campbell

Title: President & CEO

Date: March 26, 2013

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

ITC Interconnection LLC

By: _____

Name: Terry S. Harvill

Title: Vice President, International and Merchant Development

Date: May 19, 2016

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

Mid-Atlantic Interstate Transmission, LLC

By: _____

Name: Richard A. Ziegler

Title: Director, FERC & RTO Technical Support

Date: October 14, 2016

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

Southern Maryland Electric Cooperative, Inc.

By: _____

Name: Austin J. Slater, Jr.

Title: President & CEO

Date: October 19, 2016

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

NextEra Energy Transmission MidAtlantic, LLC

By: _____

Name: Eric Gleason

Title: President

Date: June 26, 2018

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

AMP Transmission, LLC

By: _____

Name: Pamala M. Sullivan

Title: President

Date: October 9, 2018

Attachment C

Executed Signature Page
of the PJM Consolidated
Transmission Owners
Agreement

IN WITNESS WHEREOF, the Parties and PJM have caused this Agreement to be executed by their duly authorized representatives.

AMP Transmission, LLC

By: 

Name: Pamala M. Sullivan

Title: President

Date: 10/9/2018

Exhibit A

Copy of Agreement to
Explore the Transition of
Ohio Municipal Electric
Transmission Facilities in
the PJM Region to AMP
Transmission, LLC

AGREEMENT TO EXPLORE THE TRANSITION OF OHIO MUNICIPAL ELECTRIC TRANSMISSION FACILITIES IN THE PJM REGION TO AMP TRANSMISSION, LLC

This Agreement to Explore the Transition of Ohio Municipal Electric Transmission Facilities in the PJM Region to **AMP Transmission, LLC** ("Agreement"), dated September 12, 2018, by and between,

AMP Transmission, LLC ("AMPT"); a not-for-profit, limited liability company organized under the laws of Ohio and

PJM Interconnection, L.L.C. ("PJM"), a limited liability company organized under the laws of Delaware

(Each a "Party" and together, "Parties").

Whereas, AMPT owns or will own the Transmission Facilities for the municipal electric distribution utilities that are members of American Municipal Power, Inc. ("AMP") described below:

1. In the City of Napoleon, Ohio, AMPT will own one 138 kV ring bus consisting of four 138 kV SF6 Siemens breakers and associated equipment, including 138kV current and voltage transformers, wave traps, station post insulators and associated supporting equipment, with the designation of ownership at the incoming structure via two short tap lines (each less than 50 feet) ("Napoleon Facilities").
2. In the City of Wadsworth, Ohio, AMPT will own one 138 kV ring bus consisting of four 138 kV SF6 Siemens breakers and associated equipment, including 138kV current and voltage transformers, wave traps, station post insulators and associated supporting equipment, with the designation of ownership at the incoming structure via two short tap lines (each less than 50 feet) ("Wadsworth Facilities").
3. In the City of Niles, Ohio, AMPT will own one 138 kV ring bus consisting of four 138 kV SF6 Siemens breakers and associated equipment, including 138kV current and voltage transformers, wave traps, station post insulators and associated supporting equipment, with the designation of ownership at the incoming structure via two short tap lines (each less than 50 feet) ("Niles Facilities").

(The Napoleon Facilities, Wadsworth Facilities and Niles Facilities are together referred to as the "Ohio Municipal Facilities").

Whereas the Ohio Municipal Facilities have been determined by ReliabilityFirst Corporation ("RF") to be necessary for the reliable operation of the Bulk Electric System ("BES");

Whereas, PJM is the regional transmission organization ("RTO") comprised of interconnected electric transmission systems in all or parts of Delaware, Illinois, Indiana, Kentucky, Maryland, Michigan, New Jersey, Ohio, Pennsylvania, Tennessee, Virginia, West Virginia, North Carolina and the District of Columbia;

Whereas, PJM is the Transmission Operator ("TOP"), as that term is defined by the North American Electric Reliability Corporation ("NERC"), for the transmission system that it administers, as well as the transmission provider under, and the administrator of, the PJM Tariff, operates the PJM Interchange Energy Market and Reliability Pricing Model, administers the Regional Transmission Expansion Planning Process ("RTEPP"), and controls the day-to-day operations of the bulk power system of the PJM Region;

Whereas, the Ohio Municipal Facilities are already under PJM's functional control through American Transmission Systems, Incorporated ("ATSI");

Whereas, as a result of the purchase of the Ohio Municipal Facilities by AMPT, in order to explore transition of the applicable TOP requirements assigned by PJM to the Transmission Owners ("applicable TO/TOP obligations") as they pertain to the Ohio Municipal Facilities from ATSI to AMPT, PJM will be required to incur Transition Costs, as defined herein; and

Whereas, the Parties accordingly enter into this Agreement to provide for the payment of Transition Costs by AMPT to PJM.

NOW THEREFORE, in consideration of the covenants and agreements set forth herein, and intending to be legally bound thereby, and for other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 GLOSSARY AND RULES OF CONSTRUCTION

Unless the context otherwise specifies or requires, capitalized terms used in this Agreement shall have the meanings assigned or referred to in this Article 1 (such definitions to be equally applicable to both the singular and the plural forms of the terms defined). Unless otherwise specified, all references to articles or sections are to articles or sections of this Agreement. Exhibits and schedules referred to in this Agreement are incorporated herein and made a part hereof. As both Parties have been involved in the drafting of this Agreement and represented by competent counsel, no rule that a contract shall be construed against the drafter shall be applied to the construction or interpretation of this Agreement.

1.1 "Capitalized Transition Costs" shall have the meaning stated in section 4.1.2.

1.2 “Completion Date” shall mean the earliest date on which both of the following conditions have occurred: (1) PJM has transitioned service as the transmission provider under the PJM Tariff for the Ohio Municipal Facilities from ATSI to AMPT and (2) PJM has commenced to perform all functions on behalf of AMPT allocated to PJM under section 3.2.1 in the Control Area of Transmission Owner.

1.3 “Control Area” shall have the meaning stated in the Operating Agreement.

1.4 “Directly Assigned Transition Costs” shall have the meaning stated in section 4.1.3.

1.5 “Effective Date” of this Agreement shall be as provided in section 2.1.

1.6 “Transition Costs” shall have the meaning stated in section 4.1.1.

1.7 “FERC” shall mean the Federal Energy Regulatory Commission or any successor federal agency, commission or department exercising jurisdiction over the PJM Tariff, Transmission Owners Agreement, Operating Agreement, or the Reliability Assurance Agreement.

1.9 “Interim Transition Transmission Expenses” shall have the meaning stated in section 4.1.4.1.

1.9 “ISO” shall mean Independent System Operator as that term is defined by the FERC.

1.10 “Operating Agreement” shall mean the Amended and Restated Operating Agreement of PJM Interconnection, L.L.C., as in effect and which may be amended from time to time.

1.11 “Party” or “Parties” shall have the meaning stated in the preamble.

1.12 “PJM Tariff” shall mean the PJM Open Access Transmission Tariff providing transmission and other related services within the PJM Region, including any schedules, appendices, attachments, charts, annexes, or exhibits attached thereto, as in effect and which may be amended from time to time.

1.13 “PJM Region” shall have the meaning stated in the Operating Agreement.

1.14 “Project Transition Plan(s)” shall have the meaning stated in section 3.2.5.

1.15 “Reliability Assurance Agreement” shall mean the PJM Reliability Assurance Agreement Among Load-Serving Entities in the PJM Region as in effect and which may be amended from time to time.

1.16 "RTO" shall mean Regional Transmission Organization as that term is defined by the FERC.

1.17 "Transmission Facilities" shall have the meaning stated in the Operating Agreement.

1.18 "Transmission Owners Agreement" shall mean the Consolidated Transmission Owners Agreement (Rate Schedule FERC No. 42) among PJM and Certain Owners of Electric Transmission Facilities, as may be amended from time to time.

ARTICLE 2 EFFECTIVE DATE

2.1 Effective Date Not Subject to Regulatory Approval. The Effective Date of this Agreement shall occur upon execution by the Parties and shall not be conditioned upon whether regulatory approval of this Agreement is sought or obtained. AMPT shall fulfill its payment obligations under this Agreement without regard to whether any regulatory authority has asserted jurisdiction over the Agreement or approved, disapproved, or conditioned, any provision of this Agreement, or any other agreement related to the establishment or potential establishment of PJM as the RTO or system operator for the Ohio Municipal Facilities.

ARTICLE 3 PARTIES' UNDERTAKINGS IN FURTHERANCE OF TRANSITION OF THE APPLICABLE TO/TOP OBLIGATIONS FOR THE OHIO MUNICIPAL FACILITIES FROM ATSI TO AMPT

3.1 Undertakings to Execute Agreements and Seek Regulatory Approvals from the FERC.

3.1.1 It is agreed that, if AMPT is to own the Ohio Municipal Facilities currently under functional control of PJM, it will or may be necessary to amend the following documents: (a) Consolidated Transmission Owners Agreement; (b) Reliability Assurance Agreement; (c) Operating Agreement; and (d) PJM Tariff. PJM and AMPT, in the context of PJM's stakeholder review process, shall negotiate in good faith all such amendments. Promptly upon agreement to such amendments, the Parties shall make good faith efforts to initiate all proceedings necessary and appropriate to seek and obtain all regulatory approvals required from the FERC of all such amendments, of the transfer of functional control of the Transmission Facilities to PJM, and of Interim Transition Expenses (see section 4.1.4). The filings to initiate and prosecute such proceedings shall be initiated on or before the date that is sixty (60) days prior to the effective date, established by RF or the North American Electric Reliability Corporation ("NERC"), of AMPT's status as a Transmission Owner for purposes of RF and NERC compliance obligations. *As per memo*

3.1.2 If, in accepting amendments submitted for approval under section 3.1.1, or related agreements or filings in furtherance of PJM's service as the RTO or

system operator for the Transmission Facilities, the FERC rejects, modifies or conditions its acceptance of such amendments, agreements or filings, within thirty (30) days of the FERC order rejecting, modifying or otherwise imposing such conditions, the Parties shall either: (1) notify the FERC and each other of their acceptance of any such modification or condition; (2) negotiate with FERC on mutually agreeable terms for the amendment, agreement or filing; or (3) enter into and complete discussions to determine whether the amendment, agreement or filing would be mutually beneficial in light of the FERC's action. If a Party shall determine that the amendment, agreement or filing would not be beneficial, the amendment, agreement, or other filing shall become null and void, provided, that nothing in this section shall diminish AMPT's obligation to pay all amounts otherwise due to PJM under this Agreement.

AM note

3.2 Undertakings to Transition the applicable TO/TOP Obligations for the Ohio Municipal Facilities from ATSI to AMPT.

3.2.1 "AMPT Transition" shall mean the upgrade, modification, development, design, or acquisition by PJM of any new or existing hardware, software, systems, or facilities of PJM of any kind or description, or any other work required or appropriate to be performed as more specifically set forth in the Project Transition Plans; *provided however*, that the Parties acknowledge and agree that the internal timing milestones described in the Project Transition Plans provide guidance and estimates based on present assumptions relating to the AMPT Transition as it pertains to AMPT's acquisition of the Napoleon Facilities, Wadsworth Facilities and Niles Facilities respectively and should not be construed as firm obligations on the part of AMPT or PJM. If the Parties so agree, PJM shall continue to serve as the RTO or system operator for the Ohio Municipal Facilities on behalf of AMPT and administer the PJM markets to include AMPT's Ohio Municipal Facilities within the transmission zone of ATSI. By way of further explanation, and not in qualification of the above, AMPT Transition shall not include any upgrade, expansion, modification, development, design, acquisition, or other work in furtherance of expansion of the PJM Region to include the Transmission Facilities of any entity that is not a Party to this Agreement or any other development or expansion of PJM. The foregoing notwithstanding, the Parties recognize and agree that if PJM incurs expenses to explore or implement AMPT Transition, which expenses are attributable to some further expansion of PJM Region proceeding concurrently with the AMPT Transition, then PJM shall allocate such expenses between Transition Costs hereunder and such other Control Areas or regions, as applicable, on the basis of the ratio of the total load of AMPT to the total loads of the other Control Areas or regions benefiting from the common tasks.

AM note

3.2.2 Transition Goals. Upon completion of the AMPT Transition, and if the Parties so agree, PJM shall continue to exercise functional control over the Ohio Municipal Facilities. PJM shall make good faith efforts to achieve such functionality in accordance with the goals stated in the Project Transition Plans as defined in Section 3.2.5.

3.2.3 PJM Staffing. Nothing in this Agreement shall require that PJM (a) increase internal staffing to perform the AMPT Transition or (b) allocate staff in a

manner that PJM determines may jeopardize its ability to meet its obligations as the RTO for any Control Area where it serves in such capacity.

3.2.4 Designees for Contract Administration. By Notice, each Party shall designate in writing an individual who shall have the primary responsibility of administering responsibilities under this Agreement and shall designate an alternate to perform such responsibilities in the event the primary designee is unavailable (the primary or alternate designee, as applicable, is referred to as the "Project Designee"). A Party may change its designations by Notice.

3.2.5 "Project Transition Plan(s)" shall mean the plans for each timeline for AMPT Transition attached hereto as Schedule 3.2.5 or as amended by the Parties from time to time in accordance with this section. It is recognized that AMPT or PJM may reasonably determine, from time to time, that changes to the Project Transition Plans are necessary or appropriate to achieve economies, efficiencies, or the success the AMPT Transition or other PJM projects. In such event, the Party making such determination shall give Notice to the other Party of the change and the Parties shall in good faith negotiate amendments to the Project Transition Plans, provided, that AMPT shall not unreasonably withhold consent to reasonable changes to the Project Transition Plans proposed by PJM, and provided further, that nothing in this section shall override the rights of AMPT under section 4.2. Furthermore, it is recognized by PJM that AMPT requires full transition of the applicable TO/TOP obligations for the Ohio Municipal Facilities from ATSI to AMPT by the first clock minute of the date established by RF or NERC as the effective date of AMPT's status as a Transmission Owner, as that term is defined by RF and NERC, for purposes of RF and NERC compliance; and that the Project Transition Plans will be structured, and PJM will use best efforts, to meet that goal. Except as otherwise expressly stated herein, the Project Transition Plans shall be modified only if agreed to by the Parties.

3.2.6 PJM Requests for Information. AMPT shall respond, at its own cost, with a full and timely good faith effort to all reasonable requests for information or technical support made by PJM from time to time to facilitate the AMPT Transition.

3.2.7 Financing Condition. It is understood that subject to reimbursement (see section 4.1.2.2), PJM may be required to make initial expenditures to cover Capitalized Transition Costs as defined herein and it is further understood that PJM may lack capital necessary to make such expenditures. It is agreed, therefore, that PJM shall not be required to incur Capitalized Transition Costs until and unless PJM has closed transactions necessary to obtain all required financing for Capitalized Transition Costs in a total amount no less than specified in section 4.1.2.1. PJM agrees to use reasonable best efforts to secure such financing.

**ARTICLE 4
ALLOCATION AND PAYMENT OF TRANSITION COSTS**

4.1 Definitions and Certain Payment Obligations.

4.1.1 "Transition Costs" are all costs and expenses PJM incurs from the Effective Date of this Agreement through thirty (30) days after the Completion Date in order to perform the AMPT Transition, including the costs of vendors, consultants, independent contractors, PJM employees (including allocable compensation and general and administrative overhead) attributable to the AMPT Transition. In the event AMPT gives Notice under section 5.2 or section 5.3.1 or otherwise does not transfer control of its Transmission Facilities to PJM, Transition Costs shall also include any reasonable suspension, termination and demobilization costs and expenses incurred. PJM will take commercially reasonable measures to mitigate any suspension, termination and demobilization costs. PJM
MSO

Transition Costs consist of the following cost categories:

Capitalized Transition Costs (see section 4.1.2)

Directly Assigned Transition Costs (see section 4.1.3)

Interim Transition Expenses (see section 4.1.4)

Suspension, termination and demobilization costs and expenses (if any)

The Parties expect that Transition Costs will be incurred by PJM and recovered by PJM under sections 4.1.2.2, 4.1.3.2 and 4.1.4.2 of this Agreement. The Parties recognize that the cost recovery provisions of this Agreement will minimize PJM's carrying costs for Interim Transition Expenses. The Parties agree that carrying costs for Capitalized Transition Costs will be expensed and that, subject to section 5.4, PJM will recover Capitalized Transition Costs as described in section 4.1.2.2. To the extent that PJM incurs common costs or expenses for transition on common tasks applicable to PJM expansion into any other Control Areas, PJM shall allocate such costs between Transition Costs hereunder and such other Control Areas or regions, as applicable, on the basis of the ratio of the total load of AMPT to the total loads of the other Control Areas or regions benefiting from the common tasks.

4.1.2 Capitalized Transition Costs.

4.1.2.1 "Capitalized Transition Costs" shall mean all Transition Costs that are properly capitalized by PJM according to Generally Accepted Accounting Principles ("GAAP"), excluding any such costs that are Directly Assigned

Transition Costs. As of the Effective Date of this Agreement, the Parties estimate that Capitalized Transition Costs, excluding any suspension, termination and demobilization costs and expenses, will be \$0.

4.1.2.2 PJM Recovery of Capitalized Transition Costs.

Subject to section 5.3.2, PJM shall recover Capitalized Transition Costs from users of PJM services under Schedule 9 of the PJM Tariff.

4.1.3 Directly Assigned Transition Costs.

4.1.3.1 “Directly Assigned Transition Costs” are: all Transition Costs PJM incurs to conform AMPT’s internal systems with PJM’s technology and communications requirements, and for PJM to establish telecommunication links with AMPT, as necessary. As of the Effective Date of this Agreement, the Parties estimate that Directly Assigned Transition Costs, excluding any suspension, termination and demobilization costs and expenses, will be \$0.

4.1.3.2 Payment of Directly Assigned Transition Costs.

AMPT agrees to fund all applicable Directly Assigned Transition Costs in accordance with the procedures set forth in sections 4.4.1 and 4.4.2.

4.1.4 Interim Transition Expenses.

4.1.4.1 “Interim Transition Transmission Expenses” are all Transition Costs that are properly expensed by PJM according to GAAP, and any carrying costs (including actual or implicit costs of funds), excluding any such costs that are Directly Assigned Transition Costs. As of the Effective Date of this Agreement, the Parties estimate that Interim Transition Expenses will be \$450,000.

4.1.4.2 Payment of Interim Transition Expenses.

AMPT agrees to fund Interim Transition Expenses in accordance with the procedures set forth in sections 4.4.1 and 4.4.2.

4.2 Provision of Certain Transition Costs Estimates. As of the Effective Date of this Agreement, the Parties estimate that total Transition Costs, including the costs associated with integrating AMPT-owned Transmission Facilities in the ATSI zone, will be \$450,000, excluding any suspension, termination and demobilization costs and expenses. In the event PJM incurs or expects to incur Transition Costs (subject to these exclusions) that exceed this estimate by more than twenty percent (20%), it shall notify AMPT and, without in any way limiting the applicability of Article 5, AMPT may withdraw from the AMPT Transition. In the event AMPT withdraws under this provision, section 5.3.2 shall apply. BMA mls

4.3 Cost Records and Inspection of Books of Account. PJM shall create and maintain records pertaining to all amounts it is entitled to recover under this Agreement, including records pertaining to AMPT Transition and the performance of all tasks performed hereunder and all payments made to vendors, subcontractors or any

other third parties hereunder. AMPT shall have the right, upon 48-hour Notice, to inspect such records at the PJM corporate office during PJM's customary business hours. In the event AMPT determines in good faith that an expenditure attributed to the AMPT Transition should not be so attributed, AMPT shall pay the full amount within such sixty (60) day period and shall receive any refunds as determined in accordance with the dispute resolution procedures set forth in Article 6.

4.4. Deposit and Billing Procedures.

4.4.1 Within three (3) business days after the Effective Date of this Agreement, AMPT shall pay PJM a deposit equal to the total of \$90,000. PJM shall draw payments from deposited funds in accordance with the billing and payment procedures set forth in section 4.4.2. On the tenth business day of each month thereafter, and until the Completion Date, PJM shall provide AMPT with a written forecast of Directly Assigned Transition Costs and Interim Transition Expenses to be incurred during the three-month period commencing with the following month. On or after the date when the FERC issues the required regulatory approval for the AMPT Transition, or issues an order finding that such regulatory approval is not required for the AMPT Transition, and in accordance with the billing and payment procedures set forth in section 4.4.2, AMPT shall deposit with PJM such additional funds as are necessary such that the total amount of funds deposited with PJM equals \$90,000 until such point when PJM's most recent written forecast delivered pursuant to the immediately preceding sentence is less than that \$90,000, at which time the deposit obligation shall be reduced to an amount that is equal to the written forecast. After the Completion Date, and after all obligations under sections 4.1.3.2 and 4.1.4.2 have been satisfied, PJM shall refund to AMPT any remaining funds on deposit with PJM, if any.

4.4.2 On the 10th business day of each month (or, if such day falls on a Saturday, Sunday, or holiday, on the next business day), PJM shall issue monthly billing statements to AMPT for Directly Assigned Transition Costs under section 4.1.3.2 and Interim Transition Expenses under section 4.1.4.2, and PJM shall deduct such amounts from AMPT's funds on deposit under section 4.4.1 to the extent available. Such statements shall set forth: (a) any additional payments required that were not covered by deposited funds; (b) any additional funds required to be deposited under section 4.4.1; (c) an itemization of the costs and expenses incurred; and (d) an estimate of the remaining Transition Costs. AMPT shall make payment no later than the 20th day of the same month, or if such day falls on a Saturday, Sunday, or holiday, on the next business day.

**ARTICLE 5
LIMITATIONS ON AND PAYMENT
OBLIGATIONS IN THE EVENT OF WITHDRAWAL**

5.1 Withdrawal; Unconditional Character of Payment Obligations.

5.1.1 Limitation on Withdrawal. Except as provided under this Article 5 and in section 4.2, neither Party shall withdraw from this Agreement after the Effective Date.

5.1.2 Payment Obligation. Neither the failure of AMPT to transfer control of the Transmission Facilities to PJM, nor any withdrawal by AMPT from the AMPT Transition, nor any subsequent withdrawal of the Transmission Facilities from PJM's operational control shall excuse or diminish AMPT's obligation to pay all reasonably incurred Transition Costs under this Agreement, except as may be provided in this Article 5. By way of example, but not limitation, the following events shall not excuse or diminish such payment obligations: (a) a failure by AMPT to meet any obligation under sections 3.1.1 or 3.1.2; (b) any action or inaction by the FERC, the Ohio Public Utilities Commission, or any other regulatory agency that has the effect of denying or failing to grant any required regulatory approval; (c) any change in law or regulation that reduces or eliminates any regulatory basis or incentive for such transfer of control of the Transmission Facilities to, or retention of control of the Transmission Facilities by, an ISO or RTO; (d) any decision to transfer control, or seek to transfer control, of the Transmission Facilities to an ISO, RTO, or an organization other than PJM that seeks or intends to seek approval from the FERC to serve as an ISO, RTO, or Independent Transmission Provider; or (e) any order of the FERC approving withdrawal of AMPT from this Agreement or the withdrawal of any owner of Transmission Facilities from PJM in any region.

5.2 Suspension for Regulatory Delay. In the event that on or before the date requested in any PJM or AMPT filing, the FERC has not issued an initial order concerning approval or the need for approval of the terms and conditions described in any application by AMPT for authorization to transition applicable TO/TOP obligations for the Ohio Municipal Facilities from ATSI to AMPT, and AMPT reasonably believes that such approval or determination regarding the need for approval is not expected to be forthcoming within a reasonable time as will permit integration on the requested terms, then by Notice to PJM, AMPT may suspend the AMPT Transition. In the event of such suspension, AMPT shall compensate PJM for all reasonable documented costs of suspension, including demobilization costs and expenses, and costs, expenses, and penalties incurred in terminating or suspending contracts with consultants, landlords, vendors, and employees. PJM will take commercially reasonable measures to mitigate any suspension, termination and demobilization costs. During the AMPT Transition, PJM will respond to reasonable requests from AMPT for estimates of the costs of suspension that would be due under this section if such suspension were invoked under this section.

5.3 Obligations of AMPT if AMPT Does Not Transition any of the Ohio Municipal Facilities or Withdraws from PJM.

5.3.1 Notice; Termination of Transition. If AMPT determines that there is a material possibility that it will not complete the transition of the Ohio Municipal Facilities or otherwise determine that it will remove the Ohio Municipal Facilities from PJM's operational control under the Operating Agreement and Consolidated Transmission Owners Agreement, such that PJM will not serve as the RTO or system operator with respect to the Ohio Municipal Facilities, AMPT shall give Notice to PJM pursuant to section 7.8 as soon as reasonably practicable. Upon receipt of such Notice, PJM and AMPT shall confer and, unless AMPT and PJM agree in writing that the AMPT Transition shall continue, PJM shall immediately commence termination of the AMPT Transition, including demobilization and giving notice of termination or other applicable notice under contracts with third parties. In the event AMPT fails to give Notice under this section, PJM shall not be expected to terminate the AMPT Transition regardless of whether or not PJM is aware of any event or occurrence or circumstance giving rise to the right to give Notice, and PJM may continue the AMPT Transition at AMPT's cost under this Agreement until Notice is given under this section.

5.3.2 AMPT's Obligation to Reimburse PJM for Transition Costs if AMPT Does Not Transition the Ohio Municipal Facilities. In the event AMPT gives Notice to PJM under section 5.3.1, withdraws under section 4.2 or otherwise does not transition applicable TO/TOP obligations for the Ohio Municipal Facilities from ATSI to AMPT, then AMPT shall pay PJM its unpaid Directly Assigned Transition Costs, unpaid Interim Transition Expenses, and Capitalized Transition Costs incurred by PJM and calculated in accordance with Article 4. Reimbursement shall be made first from any amounts on deposit with PJM under section 4.3.1 of this Agreement, and the balance shall be paid to PJM no later than sixty (60) days after PJM issues an invoice therefor, which invoice shall include an itemization of all applicable Transition Costs incurred through the date of such notice. In the event AMPT disputes the amount stated in PJM's invoice, AMPT shall pay the full amount within such sixty (60) day period and shall receive any refunds as determined in accordance with the dispute resolution procedures set forth in Article 6. The remedies provided herein are not exclusive. If, after AMPT has paid PJM its unpaid Directly Assigned Transition Costs, unpaid Interim Transition Expenses, and Capitalized Transition Costs incurred by PJM and calculated in accordance with Article 4, a positive balance of funds on deposit with PJM remains, PJM shall refund to AMPT such balance within a commercially reasonable period.

5.4 Obligations if AMPT Transition the Ohio Municipal Facilities but Withdraws Control of the Ohio Municipal Electric Facilities from PJM Prior to Recovery by PJM of All Capitalized Transition Costs Under the PJM Tariff. In the event AMPT withdraws control of the Ohio Municipal Facilities from PJM within three (3) years from the Completion Date, PJM shall issue an invoice to AMPT for Capitalized Transition Costs calculated in accordance with section 4.1.2, if any, that PJM shall not have recovered pursuant to section 4.1.2.2 under the PJM Tariff as of the effective date of such withdrawal. No later than thirty (30) days after receipt of such invoice, AMPT shall pay the amount stated in the invoice. In the event AMPT disputes the amount stated in

the invoice, AMPT shall pay the full amount within such sixty (60) day period and shall receive any refunds as determined in accordance with the dispute resolution procedures set forth in Article 6. In the event AMPT withdraws and pays the amounts due under this section, and PJM determines in good faith that some or all of the work product funded through Capitalized Transition Costs will be of recoupable value to PJM, then AMPT and PJM shall negotiate in good faith any appropriate rebate to AMPT of the amounts paid by AMPT under this section.

5.5 Injunctive Relief.

5.5.1 PJM's Rights. AMPT understands and agrees that PJM relies on recovery of expenditures under the PJM Tariff to fund its operations, and that, in the event PJM does not recover any portion of Transition Costs under sections 4.1.2.2, 4.1.3.2, 4.1.4.2, 4.3, 5.1 (and subsections thereof), 5.2, 5.3 (and subsections thereof), or 5.4, PJM will suffer irreparable harm. Therefore, AMPT consents, stipulates, and agrees to the issuance of a temporary, preliminary, and permanent injunction by any federal or state court with jurisdiction to require that AMPT comply with its payment obligations under sections 4.1.2.2, 4.1.3.2, 4.1.4.2, 4.3 5.1 (and subsections thereof), 5.2, 5.3 (and subsections thereof), and 5.4, as applicable. AMPT expressly consents to the personal jurisdiction of any such court located in Delaware for this purpose. PJM's entitlement to a grant of injunctive relief under this section shall be without prejudice to any rights PJM may have to additional remedies at law or in equity.

5.5.2 AMPT's Rights. PJM understands and agrees that in the event that PJM does not comply with its obligations set forth in sections 4.4.1, 5.3.2 or 7.6(ii) AMPT will suffer irreparable harm. Therefore, PJM consents, stipulates, and agrees to the issuance of a temporary, preliminary, and permanent injunction by any federal or state court with jurisdiction to require that PJM comply with its obligations under section 4.4.1, 5.3.2 or 7.6(ii). PJM expressly consents to the personal jurisdiction of any such court located in Delaware for this purpose. AMPT's entitlement to a grant of injunctive relief under this section shall be without prejudice to any rights AMPT may have to additional remedies at law or in equity.

ARTICLE 6 DISPUTE RESOLUTION

Should a dispute arise under or relating to this Agreement, the Parties shall undertake good-faith negotiations between designated executive representatives with authority to resolve the matter in dispute. In the event such negotiations fail, the dispute shall be subject to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association, to be held in Washington, D.C., and judgment thereon may be entered by a court with jurisdiction; provided, that in the event AMPT fails to make a payment required under this Agreement, PJM, in its sole discretion, may submit the dispute to binding arbitration under this Article, seek injunctive relief under section 5.5, or seek both injunctive and arbitral remedies, and this Article shall not bar such an action for injunctive relief brought by PJM or the grant of such relief therein; provided, further, that in the event PJM fails to make a payment required under section 7.6(ii) or a


refund required under this Agreement, AMPT, in its sole discretion, may submit the dispute to binding arbitration under this Article, seek injunctive relief under section 5.5, or seek both injunctive and arbitral remedies, and this Article shall not bar such an action for injunctive relief brought by AMPT or the grant of such relief therein.

ARTICLE 7 ADDITIONAL AND MISCELLANEOUS MATTERS

7.1 Relationship of the Parties. This Agreement shall not be interpreted or construed to create any association, joint venture, or partnership between or among the Parties or to impose any partnership obligation liability upon any Party. No Party shall have the right, power or authority under this Agreement to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, any other Party.

7.2 No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns and is not intended to and shall not confer any rights or benefits on, any third party (other than the Parties' successors and permitted assigns) that is not a signatory hereto.

7.3 Term and Termination. This Agreement shall be effective upon the Effective Date and shall continue in effect from year to year thereafter unless and until terminated by the terms of this Agreement or by satisfaction of all obligations of each Party.

7.4 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors, but shall not be assigned without the prior written consent of the other Party, and except, in the case of AMPT, to a successor in the operation of the Ohio Municipal Facilities by reason of a merger, consolidation, reorganization, sale, spin-off, or foreclosure, as a result of which all or substantially all such Transmission Facilities are acquired by such a successor and assign, and such successor and assign expressly is made a party to this Agreement. 

7.5 Force Majeure No Excuse. The occurrence of an Act of God or event of Force Majeure, as customarily defined, shall neither excuse AMPT from making any payment required under this Agreement, nor excuse PJM from using best efforts to integrate AMPT into PJM as anticipated by section 3.2.5.

7.6 Limitations on Liability. Neither Party shall be liable to the other Party for any claim for damages, whether direct, indirect, actual, incidental, special, punitive or consequential damages, or loss of the other Party, including, but not limited to, loss of profits or revenues, cost of capital of financing, or loss of goodwill arising from such Party's carrying out, or failing to carry out, any obligations contemplated by this Agreement. Notwithstanding the foregoing:

- (i) AMPT shall remain liable with respect to the payment obligations provided in this Agreement;
- (ii) PJM shall be liable in the event it willfully and without justification abrogates its undertakings described in this Agreement or misappropriates or converts deposits or funds advanced hereunder by AMPT; in either event, such liability shall be limited strictly to the return of any misappropriated or converted deposits or funds, together with interest; and
- (iii) provided, however, that nothing herein shall be deemed to reduce or limit the obligation of any Party with respect to the claims of persons or entities not a party to this Agreement.

7.7 Governing Law. This Agreement shall be interpreted, construed and governed by the laws of the State of Delaware without regard to conflicts of law principles.

7.8 Notice. Whether or not expressly stated, all notices, demands, requests and other communications required or permitted by or provided for in this Agreement ("Notice") shall be given in writing to a Party at the address set forth below, or at such other address as a Party shall designate for itself in writing in accordance with this section, and shall be delivered in person, by first class, registered or certified mail, or by overnight courier service:

For all Notices:

PJM Interconnection, L.L.C.
 2750 Monroe Boulevard
 Audubon, PA 19403
 Attn: President & CEO

AMP Transmission, LLC
 1111 Schrock Road, Suite 100
 Columbus, Ohio 43229
 Attn: President

With a copy to:

PJM Interconnection, L.L.C.
 2750 Monroe Boulevard
 Audubon, PA 19403
 Attn: Vincent Duane
 Sr. Vice President & General Counsel

AMP Transmission, LLC
 1111 Schrock Road, Suite 100
 Columbus, Ohio 43229
 Attn: General Counsel

Handwritten signature/initials

7.9 Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together will constitute one instrument, binding upon the Parties, notwithstanding that all such Parties may not have executed the same counterpart.

7.10 Representations and Warranties.

7.10.1 Each Party represents and warrants to the other Party that, as of the Effective Date of this Agreement as to such Party:

7.10.1.1 It is duly organized, validly existing and in good standing under the laws of the jurisdiction where organized, and qualified to do business in each state in which it is required to be so qualified;

7.10.1.2 The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly and validly authorized by all requisite action on the part of the Party and do not conflict with any applicable law or with any other agreement binding upon the Party. The Agreement has been duly executed and delivered by the Party. The Agreement constitutes the legal, valid and binding obligation of the Party enforceable against it in accordance with its terms except insofar as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws affecting the enforcement of creditor's rights generally and by general principles of equity concerning such enforcement, regardless of whether such principles are applied in a proceeding at law or in equity.

7.10.2 PJM hereby disclaims any warranties, express or implied, in the provision of the AMPT Transition.

7.11 Severability and Renegotiation

7.11.1 Severability. Each provision of this Agreement shall be considered severable and if for any reason any provision is determined by a court or regulatory authority of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect and shall in no way be affected, impaired or invalidated, and such invalid, void or unenforceable provision shall be replaced with valid and enforceable provision or provisions which otherwise give effect to the original intent of the invalid, void or unenforceable provision.

7.11.2 Renegotiation. If any provision of this Agreement is held by a court or regulatory authority of competent jurisdiction to be invalid, void or unenforceable, or if the Agreement is modified or conditioned by a regulatory authority exercising jurisdiction over this Agreement, the Parties shall endeavor in good faith to negotiate such amendment or amendments as will restore the relative benefits and obligations of the Parties immediately prior to such holding, modification or condition. If after 60 days such negotiations are unsuccessful then this Agreement shall be deemed terminated except that the following shall survive such termination:

Section 4.1.2.2 (payment of Capitalized Transition Costs) |
Section 4.1.3.2
Section 4.1.4.2
Section 4.3
Section 5.1 (and subsections thereof)
Section 5.3 (and subsections thereof)
Section 5.4
Section 5.5 (and subsections thereof)
Article 6

Article 7

7.12 Headings. The article and section headings used in this Agreement are for convenience only and shall not affect the construction or interpretation of any of the provisions.

7.13 Entire Agreement. This Agreement and Schedule 3.2.5 attached hereto shall constitute the entire agreement between the Parties with respect to the subject matter hereof. There are no prior contemporaneous agreements or representations affecting such subject matter other than those expressed in this Agreement.

7.14 Duty to Mitigate. Each Party shall take commercially reasonable measures to mitigate any costs and expenses incurred by it in performing its obligations under this Agreement.

7.15 Standing. The Parties agree that the provisions of section 11.6 of the Operating Agreement are incorporated herein by reference and that AMPT has standing, in any court or other forum of competent jurisdiction, to enforce said provisions as a party to the Operating Agreement.

7.16 Confidentiality. The Parties agree that, except as necessary to carry out the obligations set forth herein, this Agreement, all discussions between, and all documents exchanged between the Parties shall be subject to the confidentiality provisions set forth in section 18.17 of the Operating Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

PJM Interconnection, L.L.C.


By:



Name: Michael Bryson
Title: Vice President - Operations
Date: 9/13/2018

AMP Transmission, LLC


By:



Name: Pamela M. Sullivan
Title: President
Date: 9/13/2018

Approved as to form:

By:



Name: Lisa G. McAlister
Title: General Counsel
Date: 9/13/2018

**Schedule 3.2.5
Project Transition Plan**

Project Transition Plan - Napolcon

1	Initial Meeting with Project Team	July 26, 2018
2	Create Confirm Initial Assumptions	August 27, 2018
3	Detailed Project Plan and Estimates	August 27, 2018
4	Establish Project Team Meeting Schedule	Every 2-3 weeks as needed
5	Signed Transition Agreement	September 14, 2018
6	FERC Filings	October 1/November 1, 2018
7	Determine Initial Resource Requirements	October 1, 2018
8	Inform RFC of Registrant Change	November 1, 2018
9	EMS Data Enhancements	November 1, 2018
10	AMP/Gridforce Submits Blackstart Restoration Plan	December 3, 2018
11	Gridforce Completes Training Re-Verification	December 3, 2018
12	Telemetry Data Points Exchange/Testing Completed	December 7, 2018
13	Compliance Visit to AMP/GridForce	TBD (prior to Go Live)
14	Issue Identification and Resolution	December 14, 2018
15	Go Live	December 14, 2018

Project Transition Plan - Wadsworth

1	Initial Meeting with Project Team	July 26, 2018
2	Create Confirm Initial Assumptions	August 27, 2018
3	Detailed Project Plan and Estimates	August 27, 2018
4	Establish Project Team Meeting Schedule	Every 2-3 weeks as needed
5	Signed Transition Agreement	September 14, 2018
6	FERC Filings	October 1/November 1, 2018
7	Determine Initial Resource Requirements	October 1, 2018
8	Inform RFC of Registrant Change	November 1, 2018
9	EMS Data Enhancements	November 1, 2018
10	AMP/Gridforce Submits Blackstart Restoration Plan	December 3, 2018
11	Gridforce Completes Training Re-Verification	December 3, 2018
12	Telemetry Data Points Exchange/Testing Completed	December 7, 2018
13	Compliance Visit to AMP/GridForce	TBD (prior to Go Live)
14	Issue Identification and Resolution	May 23, 2018
15	Go Live	May 23, 2018

AM
WOB

Project Transition Plan - Niles

1	Initial Meeting with Project Team	July 26, 2018
2	Create Confirm Initial Assumptions	August 27, 2018
3	Detailed Project Plan and Estimates	August 27, 2018
4	Establish Project Team Meeting Schedule	Every 2-3 weeks as needed
5	Signed Transition Agreement	September 14, 2018
6	FERC Filings	October 1, 2018
7	Determine Initial Resource Requirements	March 1, 2019
8	Inform RFC of Registrant Change	April 9, 2019
9	EMS Data Enhancements	April 9, 2019
10	Gridforce Completes Training Re-Verification	May 9, 2019
11	AMP/Gridforce Submits Blackstart Restoration Plan	May 9, 2014
12	Telemetry Data Points Exchange/Testing Completed	May 9, 2019
13	Compliance Visit to AMP/Gridforce	TBD (prior to Go Live)
14	Issue Identification and Resolution	May 23, 2019
15	Go Live	May 23, 2019

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