

May 27, 2022

Via Electronic Filing

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

**Re: American Transmission Systems, Incorporated - Filing of Amended
Interconnection Agreement with The Pennsylvania Power Company in
Docket No. ER22-____-000**

Dear Secretary Bose:

Pursuant to section 205 of the Federal Power Act (“FPA”)¹ and Part 35 of the Federal Energy Regulatory Commission’s (“Commission’s”) Rules of Practice and Procedure,² American Transmission Systems, Incorporated (“ATSI ” or the "Applicant”), a transmission owning member of the PJM Interconnection, L.L.C. (“PJM”), hereby submits for filing an Amended Interconnection Agreement³ designated as Service Agreement No. 3993 (the “Service Agreement” or “SA No. 3993”) described in more detail herein.⁴

I. Description of the Applicant and Background

ATSI is a transmission-only public utility, which owns, operates, and maintains transmission facilities in Ohio and western Pennsylvania. ATSI is a member of PJM, and its transmission facilities are subject to the functional control of PJM, which provides transmission

¹ 16 U.S.C. § 824d.

² 18 C.F.R. Part 35.

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

⁴ Pursuant to Order No. 714, this filing is submitted by PJM on behalf of the Applicant as part of an XML filing package that conforms to the Commission’s regulations. PJM has agreed to make all filings on behalf of the PJM Transmission Owners in order to retain administrative control over the PJM Tariff. Thus, the Applicant requested that PJM submit the Service Agreement in the eTariff system as part of PJM’s electronic Service Agreement Tariff.

service to customers pursuant to the PJM Open Access Transmission Tariff (“PJM Tariff”).

II. Description of the Service Agreement

The Service Agreement is described below. The Interconnection Point (“IP”) described below has not entered into service (as shown in the table below), and no payments have been made pursuant to the Service Agreement with regard to the IP, and no such payments will be made prior to the effective date of the Service Agreement.

SA No. 3993

SA No. 3993 is an amended Interconnection Agreement by and between ATSI and The Pennsylvania Power Company (“PP”). SA No. 3993 sets forth rates, terms, and conditions for the interconnection and coordinated operation of the parties' systems and for PP's use of certain transmission facilities to enable it to serve its wholesale loads. SA No. 3993 was originally dated October 28, 2014 and accepted for filing in Docket No. ER15-690-000.⁵ A first revised version of SA No. 3993, dated January 5, 2016, which updated the IPs listed in Appendix I, was accepted for filing in Docket No. ER16-906-000.⁶ A second revised version of SA No. 3993, dated May 10, 2017, which updated the IPs listed in Appendix I, was accepted for filing in Docket No. ER17-1773-000.⁷ A third revised version of SA No. 3993, dated March 9, 2018, which updated the IPs listed in Appendix I, was accepted for filing in Docket No. ER18-1677-000.⁸ A fourth revised version of SA No. 3993, dated May 29, 2018, which updated the IPs listed in Appendix I, was accepted for filing in Docket No. ER18-1956-000.⁹ A fifth revised version of SA No. 3993, dated August 10, 2020, which updated the IPs listed in Appendix I, was accepted for filing in Docket No. ER20-2912-000.¹⁰ A sixth revised version of SA No. 3993, dated October 23, 2020, which updated the IPs listed in Appendix I, was accepted for filing in Docket No. 21-442-000.¹¹ A seventh revised version of SA No. 3993, dated August 1, 2021, which updated the IPs listed in Appendix I, was accepted for filing in Docket No. ER21-2978-000.¹² An eighth revised version of SA No. 3993, dated November 30, 2021, which updated the IPs list in Appendix I, was accepted for filing in Docket No. ER22-737-000.¹³ The instant filing contains a ninth revised version of SA No. 3993, dated March 17, 2022, which has been amended to add the following IPs in Appendix I:

⁵ See Letter Order issued February 10, 2015 in Docket No. ER15-690-000.

⁶ See Letter Order issued on March 17, 2016 in Docket No. ER16-906-000.

⁷ See Letter Order issued on July 26, 2017 in Docket No. ER17-1773-000.

⁸ See Letter Order issued on June 25, 2018 in Docket No. ER18-1677-000.

⁹ See Letter Order issued on August 28, 2018 in Docket No. ER18-1956-000.

¹⁰ See Letter Order issued on October 30, 2020 in Docket No. ER20-2912-000.

¹¹ See Letter Order issued on January 11, 2021 in Docket No. ER21-442-000.

¹² See Letter Order issued on November 19, 2021 in Docket No. ER21-2978-000.

¹³ See Letter Order issued on February 24, 2022 in Docket No. ER22-737-000.

IP	Delivery Point Voltage (kV)	In-Service Date
Kline Mod Sub	69	7/29/2022
BioEnergy	69	9/2/2022

When the attached SA No. 3993 becomes effective, it will supersede and cancel SA No. 3993 dated November 30, 2021.

III. Request for Effective Date

The Applicant requests an effective date for the Service Agreement of July 27, 2022, which is sixty-one (61) days after the date of this filing.

IV. Communications

Please direct any communications regarding this filing to the following individuals:

Amanda P. Parker
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Counsel for Applicant

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Counsel for Applicant

V. Documents Submitted With This Filing

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

- this transmittal letter;
- the Service Agreement in eTariff format;
- a clean copy of the Service Agreement in PDF format for publishing in eLibrary;
- a marked copy of the Service Agreement in PDF format for publishing in eLibrary; and
- a PDF document with the signatures pages of the parties to the Service Agreement for publishing in eLibrary.

VI. Service

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

VII. Conclusion

The Applicant hereby respectfully requests that the Commission accept for filing SA No. 3993 with an effective date of July 27, 2022. The Applicant further requests any waivers of the Commission's regulations as necessary to give effect to such agreement as requested by the Applicant. Please direct any questions regarding the instant filing to the undersigned.

Respectfully submitted,

/s/ Nicholas A. Giannasca

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INTERCONNECTION AGREEMENT

Between

American Transmission Systems, Incorporated

and

Pennsylvania Power Company

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INTERCONNECTION AGREEMENT

THIS INTERCONNECTION AGREEMENT (this “Agreement”) is made and entered into as of this 17th day of March , 2022, by American Transmission System, Incorporated (“ATSI”), and The Pennsylvania Power Company (“PP”). ATSI and PP 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”) or any successor Regional Transmission Organization (“RTO”).

WITNESSETH:

- 0.1 WHEREAS, ATSI is an Ohio corporation, owning and operating electric facilities for the transmission of electric power and energy in the PJM region;
- 0.2 WHEREAS, PP is an Ohio corporation, owning and operating electric facilities for the distribution of electric power and energy in Ohio;
- 0.3 WHEREAS, the electric systems of the Parties are or may become interconnected at one or more points of interconnection, each herein called an “Interconnection Point”;
- 0.4 WHEREAS, ATSI transmission facilities are under the functional control of PJM; and
- 0.5 WHEREAS, the Federal Energy Regulatory Commission (“FERC”) has required the Parties to include PJM as a signatory to this Agreement in order to ensure that PJM is kept fully apprised of the matters addressed herein and so that PJM may be kept aware of any reliability and planning issues that may arise.

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

ARTICLE 1 – INTERCONNECTED OPERATION

The Parties’ systems shall be interconnected at the Interconnection Points specified and described in Appendix I. The Parties by amendment to this Agreement may add, discontinue or modify the Interconnection Points and such additional, discontinued or modified Interconnection Points shall be reflected in a revised Appendix I. The Parties shall, during the term of this Agreement, continue in service for the existing transmission lines and equipment necessary to maintain the Interconnection Points specified and described in Appendix I.

ARTICLE 2 – SERVICE CONDITIONS

2.1 Avoidance of Unauthorized Use and Control of System Disturbance

Each Party shall have facilities or contractual arrangements adequate to serve its own load and shall exercise reasonable care to design, construct, maintain, and operate its facilities, in accordance with Good Utility Practice, and in such manner as to avoid the unauthorized utilization of the generation or transmission facilities of any other person (hereinafter referred to as “Unauthorized Use”). Any Party may install and operate on its system such relays, disconnecting devices, and other equipment, as it may be deemed appropriate for the protection of its system or prevention of Unauthorized Use. The Parties shall maintain and operate their respective systems so as to minimize, in accordance with Good Utility Practice, the likelihood of a disturbance originating in either system, which might cause impairment to the service of the other Party or of any system interconnected with the system of the other Party.

2.2 Interruption of Service

The interconnection provided under this Agreement may be interrupted or reduced upon such notice as is reasonable under the circumstances (a) by operation of automatic equipment installed for power system protection, (b) after consultation with the other Party if practicable, when a Party deems it desirable for installation, maintenance, inspection, repair or replacement of equipment, or (c) 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, the interrupting Party’s system.

2.3 Operating Responsibilities

Each Party shall maintain its equipment in a manner consistent with Good Utility Practice and the document entitled “Requirements for Transmission Connected Facilities,” as it may be revised from time to time, in order to permit the Parties to operate their respective facilities as required by this Agreement. Operating arrangements for facility maintenance shall be coordinated between operating personnel of the Parties in accordance with Article 6 of this Agreement. Except as may be necessary and appropriate in an emergency, all operating arrangements shall be coordinated with, and consistent with, the practices of PJM.

2.4 Energy Losses

The energy losses on the interconnected facilities shall be assigned to the appropriate Party based on the metering points of the facilities or according to procedures developed by the Operating Committee, and subject to any requirements of PJM.

2.5 Good Utility Practice

The term “Good Utility Practice” as used herein shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the

relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region, including those practices required by Federal Power Act.

2.6 Applicable Laws and Regulations and Compliance with Law

2.6.1 The term “Applicable Laws and Regulations” as used in this Agreement shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any governmental authority having jurisdiction over the relevant Parties, their respective facilities, and/or the respective services they provide.

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

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

3.1 Interconnection Point

All electric energy transmitted under this Agreement shall be of the character commonly known as three-phase 60 Hz energy and shall flow to the Interconnection Points specified under Article 1 (and Appendix I) of this Agreement at a standard nominal voltage or such other voltages as may be required by PJM.

3.2 Metering and Data Acquisition System Equipment

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

3.3 Access to Interconnection Points

Each Party shall have a non-transferable, non-assignable license to access the property, structure(s) and facility (ies) of the other Party for purposes of accessing the Interconnection Point. Such access shall be in accordance with the operating procedures, rules and regulations of the Party who owns or controls such property, structure(s) or facility (ies).

ARTICLE 4 - RECORDS

Each Party shall provide to a requesting Party copies of records maintained in accordance with FERC record retention requirements to the extent such records relate to this Agreement.

ARTICLE 5 – BILLING AND PAYMENT; TAXES

5.1 Purpose of Billing

For the purpose of this Agreement, any billings that occur shall address either the establishment of any new Interconnection Point or the modification of any existing Interconnection Point between the Parties. As per Article 6.2(b), the Operating Committee shall establish the terms and conditions by which payment for these facilities is handled.

5.2 Timeliness of Payment

Unless otherwise agreed upon, all invoices, if any, under this Agreement shall be rendered as soon as practicable in the month following the calendar month in which they were incurred and shall be due and payable, unless otherwise agreed upon, when rendered, and payment of such bills shall be made by electronic transfer or such other means as shall cause such payment to be available for the use of the payee on or before the twentieth (20th) day of the month in which the bill is rendered or five (5) days after receipt of the bill, whichever is later. 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, from the due date of such unpaid amount and until the date paid.

5.3 Disputed Bills

In the case of a disputed bill, all bills shall be paid in full under the conditions specified in Article 5.2 above. Disputes will then be brought before the Operating Committee for resolution in accordance with Article 6. If this method fails, disputes will then be finally resolved through arbitration in accordance with Article 8 of this Agreement.

5.4 Billing Adjustments

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

5.5 Tax Reimbursement

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

ARTICLE 6 – OPERATING COMMITTEE

6.1 Operating Committee

An Operating Committee shall administer the interconnected operation of the Parties' systems as provided for in this Agreement. The Parties shall each appoint one member and one alternate to the Operating Committee and designate, in writing, said appointments to the other Party. Such representatives and alternates shall be persons familiar with the transmission and substation facilities of the Parties they represent and shall be fully authorized to perform the principal duties listed below.

6.2 Duties of the Operating Committee

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

- a. to establish operating and control procedures;
- b. to establish accounting and billing procedures;
- c. to coordinate maintenance schedules to an extent agreed by the Parties; and
- d. to perform those duties, which this Agreement requires to be done by the Operating Committee, and such other duties as may be required for the proper performance of this Agreement.

6.3 Limitations on Operating Committee Duties

The Operating Committee shall not amend or modify any of the terms or conditions of this Agreement.

6.4 Operating Committee

If the Operating Committee is unable to agree on any matter coming under its jurisdiction, that matter shall be submitted for resolution under the arbitration procedures specified in Article 8 of this Agreement.

ARTICLE 7 – INDEMNITY

To the extent permitted by law, each Party shall indemnify, save harmless, and defend the other Party from and against any losses, damages, liabilities, costs, expenses, suits, actions, claims, and all other obligations arising out of injuries or death to persons or damage to property caused by or in any way attributable to the ownership or operation of the facilities of the owning Party (individually, a “Loss”), except that the indemnifying Party’s obligation to indemnify the other Party shall not apply to the extent of any liabilities arising from such other Party’s negligence. Further, to the extent that a Party’s immunity as a complying employer, under the worker’s compensation and occupational disease laws, might serve to bar or affect recovery under or enforcement of the indemnification otherwise granted herein, each Party agrees to waive its immunity. For the purposes of this Article 7 only, the term “Party” shall include the directors, officers, employees, affiliates and agents of a Party eligible for indemnification under this Article 7.

ARTICLE 8 – ARBITRATION

8.1 Submission to Arbitration

In the event of disagreement between the Parties with respect to (1) any matter herein specifically made subject to arbitration, (2) any question of operating practice involved in performance of this Agreement, (3) any question of fact involved in the application of provisions of this Agreement, or (4) the interpretation of any provision of this Agreement, the matter involved in the disagreement shall, upon request of either Party, be submitted to arbitration in the manner hereinafter provided.

8.2 Appointment of Arbitrators

The Party requesting arbitration shall serve notice in writing upon the other Party, setting forth in detail the subject or subjects to be arbitrated, and the Parties thereupon shall endeavor to agree upon and appoint one person to act as sole arbitrator. If the Parties fail to agree within a period of fifteen (15) days from the receipt of the original notice, the Party requesting the arbitration shall, by written notice to the other Party, request the appointment of a board of arbitrators skilled with respect to matters of the character involved in the disagreement, naming one

arbitrator in such notice. The other Party shall, within ten (10) days after the receipt of such notice, appoint a second arbitrator, and the two so appointed shall choose and appoint a third. In case such other Party fails to appoint an arbitrator within said ten (10) days, or in case the two so appointed fail for ten (10) days to agree upon and appoint a third, the Party requesting the arbitration, upon five (5) days' written notice delivered to the other Party, shall apply to the person who at the time shall be the most senior Judge of the United States District Court having jurisdiction in Ohio for appointment of the second or third arbitrator, as the case may be.

8.3 Arbitration

The sole arbitrator, or the board of arbitrators, shall afford adequate opportunity to the Parties to present information with respect to the question or questions submitted for arbitration and may request further information from either or both Parties. The findings and award of the sole arbitrator or of a majority of the board of arbitrators shall be final and conclusive with respect to the question or questions submitted for arbitration and shall be binding upon the Parties, provided that such findings and award shall not in any way vary the expressed terms of this Agreement or in any way extend the expressed scope and intent hereof. Each Party shall pay for the services and expenses of the arbitrator appointed on their behalf. If there is a board of arbitrators, all costs incurred in connection with the arbitration shall be paid in equal parts by the Parties hereto, unless the award shall specify a different division of the costs.

ARTICLE 9 – TERM AND TERMINATION OF THIS AGREEMENT

This Agreement shall be effective as of the date of execution by both Parties and PJM or such later date as FERC may authorize, and shall remain in effect for a term of ten (10) years thereafter. Following the initial ten (10) year term, this Agreement shall remain in place from year-to-year unless terminated by either Party upon not less than one (1) year's prior written notice. Either Party may provide notice of termination after the conclusion of the ninth (9th) year of this Agreement.

ARTICLE 10 – REGULATORY AUTHORITIES

This Agreement is made subject to the jurisdiction of any governmental authority or authorities having jurisdiction over this Agreement. Nothing contained in this Agreement shall be construed as affecting in any way, the right of a Party to unilaterally make application to FERC for a modification of this Agreement under Section 205 or Section 206 of the Federal Power Act and the rules and regulations promulgated thereunder.

ARTICLE 11 – RELOCATIONS, DISCONTINUANCE AND MODIFICATIONS OF INTERCONNECTION POINT

11.1 Adjustments of Existing Facilities.

The Parties acknowledge that existing facilities may be relocated, removed, discontinued, or modified in connection with each Interconnection Point set forth in Appendix I, or any new Interconnection Point established under this Agreement. The Parties shall work in good faith to arrange adjustment of existing facilities.

ARTICLE 12 – GENERAL

12.1 Force Majeure

No Party shall be in default in respect to any obligation hereunder because of Force Majeure. Force Majeure shall mean any event that creates an inability to fulfill an obligation under this Agreement that could not be prevented or overcome by the due diligence of the Party claiming Force Majeure. Such events include, but are not defined by or limited to, acts of God, strikes, lockouts, labor disputes, acts of a public enemy, acts of sabotage, acts of terrorism, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, fires, hurricanes, storms, tornadoes, floods, washouts, civil disturbances, explosions, accidents, or the binding order of any court, legislative body, or governmental authority which has been resisted in good faith by all reasonable legal means. Failure to prevent or settle any strike or strikes shall not be considered to be a matter within the control of the Party claiming suspension. A Party unable to fulfill any obligation by reason of any Force Majeure event shall use diligence to remove such disability with appropriate dispatch. Each Party shall (a) provide prompt written notice of such Force Majeure event to the other Party, which notice shall include an estimate of the expected duration of such event and, (b) attempt to exercise all reasonable efforts to continue to perform its obligations under this Agreement.

12.2 Waivers

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

12.3 Liability

- (a) Nothing in this Agreement shall be construed to create or give rise to any liability on the part of PJM and each Party expressly waives any claims that may arise against PJM under this Agreement.

If to PJM:

Vice President-Government Policy
PJM Interconnection, L.L.C
1200 G Street, NW, Suite 600
Washington, DC 20005

and

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

The above listed titles and addresses for a Party or PJM may be changed by written notice to all other Parties and PJM.

12.5 Agreement Validity

The validity and meaning of this Agreement shall be governed by the law of Ohio.

ARTICLE 13 – 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 herein applicable to PJM. This Agreement shall not be assigned by either Party without the written consent of the other Party, which consent shall not be reasonably withheld, except to a successor to which substantially all of the business and assets of such Party shall be transferred or to an affiliate of the assigning Party for the purposes of a corporate restructuring.

ARTICLE 14 –PRIOR AGREEMENT TO BE SUPERSEDED

When this Agreement becomes effective pursuant to Article 9 of this Agreement, this Agreement will supersede that certain Service Agreement No. 3993 entered into by the Parties on November 30, 2021 and accepted for filing in the Federal Energy Regulatory Commission (“FERC”) Docket No. ER22-737-000 on February 24, 2022.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties' respective officers lawfully authorized so to do, as of the day and year first above written.

PENNSYLVANIA POWER COMPANY

By: /s/ Thomas R. Pryatel

Printed Name: Thomas R. Pryatel
Title: Director, ED Operations Services
SA NO: 3993

AMERICAN TRANSMISSION SYSTEMS INC.

By: /s/ Greg Hussing

Printed Name: Gregory F. Hussing
Title: Director, FERC & RTO Technical Support
FirstEnergy Service Company, on behalf of
American Transmission System, Incorporated Company
SA NO: 3993

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 the 13th day of May, 2022.

PJM INTERCONNECTION, L.L.C.

By: /s/ David W. Souder

Printed Name: David W. Souder

Title: Executive Director, System Planning

SA NO: 3993

APPENDIX I
Interconnection Points

Delivery Point	Voltage (kV)
Adams Ridge	69
Allegheny	69
Aqua Penna	69
Bedford	69
Bessemer	69
Bio Energy	69
Blair Strip Steel	69
Bmf Switching	138
BPI	69
Brandt	69
Brush Creek	138
Callery LLC	69
Camp Reynolds	69
Campbell	69
Canal	69
Caparo	69
Caparo	138
Cascade	69
Castlewood	69
Cedar Street	69
Cemex Cement Y205	69
Chippewa	69
Concast Metal	69
Conneaut	69
Darlington	69
Ellwood City	69
Ellwood City Forge	69
Ellwood Crankshaft & Machine (EC&M)	69
Ellwood Crankshaft & Machine	138
Ellwood Industries	138
Ellwood Quality Steel	138
Ellwood Quality Steel 2	138
Enon Valley	69
Epworth	138
Essroc Materials	69
Essroc Materials 2	69
Evans City	69
Fernway	138

Fombell	69
Frew Mill	69
GCity(Penn Eq)	69
GCity(TSD)	69
Grant St	69
Greenville Metal Co	69
Hadley	69
Harbor	69
Harlan	69
Hartstown	69
Hempfield	69
Henderson	69
Hermitage	69
Hickory	69
Hillcrest	69
Ingomar	69
Inmetco	69
Jackson	138
Jamestown	69
Kline MOD Sub	69
Knox	69
Koppel	69
Koppel Steel	138
Leesburg	69
Mark West Liberty Bluestone Krendale-Maple	138
MarkWest Bluestone	138
Mars	69
Mcdowell	69
Mcknight	69
Mercer	69
Mercer Forge(ITT)	69
Moravia	69
NA-Forgemasters	138
New Castle	69
New Wilmington	69
911 Industrial	138
PA Department of Corrections	69
Penn eq	69
Penn St Spec Metals	69
Perry	69
Potter	69
PSC Metals	69
PTC Alliance	69
Public Welfare E	69

Public Welfare W	69
Pulaski	69
Ray Street	69
Reynolds East	69
Richard	69
Rznr-Thms-Betts(ITT)	69
Seneca	138
Sharon	69
Sharon Coating	138
Sharon Tube	69
Sharpsville	69
Sharpsvl Qlty St-NIS	138
Shenango Limestone	69
Silver Street	69
State Line	69
Stoneboro	69
Thompson Run	69
Three Rivers Aluminum	138
Trinity Ind. South	69
Union	69
Veterans	69
Walmo	69
Warrendale	69
Werner	69
West Middlesex	69
Wexford	69
Wheatland	69
Willowbrook Substn	69
Zelienople	69

APPENDIX II
DAS Equipment: Ownership, Installation and Maintenance

Any real-time data requirements defined in the PJM manuals, including PJM Manual 01 - Control Center and Data Exchange Requirements, and PJM Manual 03 - Transmission Operations, shall be provided to PJM to allow PJM to comply with its roles as reliability coordinator, balancing authority, and transmission operator.

Service Agreement No. 3993

INTERCONNECTION AGREEMENT

Between

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and

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INTERCONNECTION AGREEMENT

THIS INTERCONNECTION AGREEMENT (this “Agreement”) is made and entered into as of this ~~17th~~^{30th} day of ~~March~~^{November}, 2022~~+~~, by American Transmission System, Incorporated (“ATSI”), and The Pennsylvania Power Company (“PP”). ATSI and PP 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”) or any successor Regional Transmission Organization (“RTO”).

WITNESSETH:

- 0.1 WHEREAS, ATSI is an Ohio corporation, owning and operating electric facilities for the transmission of electric power and energy in the PJM region;
- 0.2 WHEREAS, PP is an Ohio corporation, owning and operating electric facilities for the distribution of electric power and energy in Ohio;
- 0.3 WHEREAS, the electric systems of the Parties are or may become interconnected at one or more points of interconnection, each herein called an “Interconnection Point”;
- 0.4 WHEREAS, ATSI transmission facilities are under the functional control of PJM; and
- 0.5 WHEREAS, the Federal Energy Regulatory Commission (“FERC”) has required the Parties to include PJM as a signatory to this Agreement in order to ensure that PJM is kept fully apprised of the matters addressed herein and so that PJM may be kept aware of any reliability and planning issues that may arise.

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

ARTICLE 1 – INTERCONNECTED OPERATION

The Parties’ systems shall be interconnected at the Interconnection Points specified and described in Appendix I. The Parties by amendment to this Agreement may add, discontinue or modify the Interconnection Points and such additional, discontinued or modified Interconnection Points shall be reflected in a revised Appendix I. The Parties shall, during the term of this Agreement, continue in service for the existing transmission lines and equipment necessary to maintain the Interconnection Points specified and described in Appendix I.

ARTICLE 2 – SERVICE CONDITIONS

2.1 Avoidance of Unauthorized Use and Control of System Disturbance

Each Party shall have facilities or contractual arrangements adequate to serve its own load and shall exercise reasonable care to design, construct, maintain, and operate its facilities, in accordance with Good Utility Practice, and in such manner as to avoid the unauthorized utilization of the generation or transmission facilities of any other person (hereinafter referred to as “Unauthorized Use”). Any Party may install and operate on its system such relays, disconnecting devices, and other equipment, as it may be deemed appropriate for the protection of its system or prevention of Unauthorized Use. The Parties shall maintain and operate their respective systems so as to minimize, in accordance with Good Utility Practice, the likelihood of a disturbance originating in either system, which might cause impairment to the service of the other Party or of any system interconnected with the system of the other Party.

2.2 Interruption of Service

The interconnection provided under this Agreement may be interrupted or reduced upon such notice as is reasonable under the circumstances (a) by operation of automatic equipment installed for power system protection, (b) after consultation with the other Party if practicable, when a Party deems it desirable for installation, maintenance, inspection, repair or replacement of equipment, or (c) 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, the interrupting Party’s system.

2.3 Operating Responsibilities

Each Party shall maintain its equipment in a manner consistent with Good Utility Practice and the document entitled “Requirements for Transmission Connected Facilities,” as it may be revised from time to time, in order to permit the Parties to operate their respective facilities as required by this Agreement. Operating arrangements for facility maintenance shall be coordinated between operating personnel of the Parties in accordance with Article 6 of this Agreement. Except as may be necessary and appropriate in an emergency, all operating arrangements shall be coordinated with, and consistent with, the practices of PJM.

2.4 Energy Losses

The energy losses on the interconnected facilities shall be assigned to the appropriate Party based on the metering points of the facilities or according to procedures developed by the Operating Committee, and subject to any requirements of PJM.

2.5 Good Utility Practice

The term “Good Utility Practice” as used herein shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the

relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region, including those practices required by Federal Power Act.

2.6 Applicable Laws and Regulations and Compliance with Law

2.6.1 The term “Applicable Laws and Regulations” as used in this Agreement shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any governmental authority having jurisdiction over the relevant Parties, their respective facilities, and/or the respective services they provide.

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

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

3.1 Interconnection Point

All electric energy transmitted under this Agreement shall be of the character commonly known as three-phase 60 Hz energy and shall flow to the Interconnection Points specified under Article 1 (and Appendix I) of this Agreement at a standard nominal voltage or such other voltages as may be required by PJM.

3.2 Metering and Data Acquisition System Equipment

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

3.3 Access to Interconnection Points

Each Party shall have a non-transferable, non-assignable license to access the property, structure(s) and facility (ies) of the other Party for purposes of accessing the Interconnection Point. Such access shall be in accordance with the operating procedures, rules and regulations of the Party who owns or controls such property, structure(s) or facility (ies).

ARTICLE 4 - RECORDS

Each Party shall provide to a requesting Party copies of records maintained in accordance with FERC record retention requirements to the extent such records relate to this Agreement.

ARTICLE 5 – BILLING AND PAYMENT; TAXES

5.1 Purpose of Billing

For the purpose of this Agreement, any billings that occur shall address either the establishment of any new Interconnection Point or the modification of any existing Interconnection Point between the Parties. As per Article 6.2(b), the Operating Committee shall establish the terms and conditions by which payment for these facilities is handled.

5.2 Timeliness of Payment

Unless otherwise agreed upon, all invoices, if any, under this Agreement shall be rendered as soon as practicable in the month following the calendar month in which they were incurred and shall be due and payable, unless otherwise agreed upon, when rendered, and payment of such bills shall be made by electronic transfer or such other means as shall cause such payment to be available for the use of the payee on or before the twentieth (20th) day of the month in which the bill is rendered or five (5) days after receipt of the bill, whichever is later. 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, from the due date of such unpaid amount and until the date paid.

5.3 Disputed Bills

In the case of a disputed bill, all bills shall be paid in full under the conditions specified in Article 5.2 above. Disputes will then be brought before the Operating Committee for resolution in accordance with Article 6. If this method fails, disputes will then be finally resolved through arbitration in accordance with Article 8 of this Agreement.

5.4 Billing Adjustments

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

5.5 Tax Reimbursement

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

ARTICLE 6 – OPERATING COMMITTEE

6.1 Operating Committee

An Operating Committee shall administer the interconnected operation of the Parties' systems as provided for in this Agreement. The Parties shall each appoint one member and one alternate to the Operating Committee and designate, in writing, said appointments to the other Party. Such representatives and alternates shall be persons familiar with the transmission and substation facilities of the Parties they represent and shall be fully authorized to perform the principal duties listed below.

6.2 Duties of the Operating Committee

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

- a. to establish operating and control procedures;
- b. to establish accounting and billing procedures;
- c. to coordinate maintenance schedules to an extent agreed by the Parties; and
- d. to perform those duties, which this Agreement requires to be done by the Operating Committee, and such other duties as may be required for the proper performance of this Agreement.

6.3 Limitations on Operating Committee Duties

The Operating Committee shall not amend or modify any of the terms or conditions of this Agreement.

6.4 Operating Committee

If the Operating Committee is unable to agree on any matter coming under its jurisdiction, that matter shall be submitted for resolution under the arbitration procedures specified in Article 8 of this Agreement.

ARTICLE 7 – INDEMNITY

To the extent permitted by law, each Party shall indemnify, save harmless, and defend the other Party from and against any losses, damages, liabilities, costs, expenses, suits, actions, claims, and all other obligations arising out of injuries or death to persons or damage to property caused by or in any way attributable to the ownership or operation of the facilities of the owning Party (individually, a “Loss”), except that the indemnifying Party’s obligation to indemnify the other Party shall not apply to the extent of any liabilities arising from such other Party’s negligence. Further, to the extent that a Party’s immunity as a complying employer, under the worker’s compensation and occupational disease laws, might serve to bar or affect recovery under or enforcement of the indemnification otherwise granted herein, each Party agrees to waive its immunity. For the purposes of this Article 7 only, the term “Party” shall include the directors, officers, employees, affiliates and agents of a Party eligible for indemnification under this Article 7.

ARTICLE 8 – ARBITRATION

8.1 Submission to Arbitration

In the event of disagreement between the Parties with respect to (1) any matter herein specifically made subject to arbitration, (2) any question of operating practice involved in performance of this Agreement, (3) any question of fact involved in the application of provisions of this Agreement, or (4) the interpretation of any provision of this Agreement, the matter involved in the disagreement shall, upon request of either Party, be submitted to arbitration in the manner hereinafter provided.

8.2 Appointment of Arbitrators

The Party requesting arbitration shall serve notice in writing upon the other Party, setting forth in detail the subject or subjects to be arbitrated, and the Parties thereupon shall endeavor to agree upon and appoint one person to act as sole arbitrator. If the Parties fail to agree within a period of fifteen (15) days from the receipt of the original notice, the Party requesting the arbitration shall, by written notice to the other Party, request the appointment of a board of arbitrators skilled with respect to matters of the character involved in the disagreement, naming one

arbitrator in such notice. The other Party shall, within ten (10) days after the receipt of such notice, appoint a second arbitrator, and the two so appointed shall choose and appoint a third. In case such other Party fails to appoint an arbitrator within said ten (10) days, or in case the two so appointed fail for ten (10) days to agree upon and appoint a third, the Party requesting the arbitration, upon five (5) days' written notice delivered to the other Party, shall apply to the person who at the time shall be the most senior Judge of the United States District Court having jurisdiction in Ohio for appointment of the second or third arbitrator, as the case may be.

8.3 Arbitration

The sole arbitrator, or the board of arbitrators, shall afford adequate opportunity to the Parties to present information with respect to the question or questions submitted for arbitration and may request further information from either or both Parties. The findings and award of the sole arbitrator or of a majority of the board of arbitrators shall be final and conclusive with respect to the question or questions submitted for arbitration and shall be binding upon the Parties, provided that such findings and award shall not in any way vary the expressed terms of this Agreement or in any way extend the expressed scope and intent hereof. Each Party shall pay for the services and expenses of the arbitrator appointed on their behalf. If there is a board of arbitrators, all costs incurred in connection with the arbitration shall be paid in equal parts by the Parties hereto, unless the award shall specify a different division of the costs.

ARTICLE 9 – TERM AND TERMINATION OF THIS AGREEMENT

This Agreement shall be effective as of the date of execution by both Parties and PJM or such later date as FERC may authorize, and shall remain in effect for a term of ten (10) years thereafter. Following the initial ten (10) year term, this Agreement shall remain in place from year-to-year unless terminated by either Party upon not less than one (1) year's prior written notice. Either Party may provide notice of termination after the conclusion of the ninth (9th) year of this Agreement.

ARTICLE 10 – REGULATORY AUTHORITIES

This Agreement is made subject to the jurisdiction of any governmental authority or authorities having jurisdiction over this Agreement. Nothing contained in this Agreement shall be construed as affecting in any way, the right of a Party to unilaterally make application to FERC for a modification of this Agreement under Section 205 or Section 206 of the Federal Power Act and the rules and regulations promulgated thereunder.

ARTICLE 11 – RELOCATIONS, DISCONTINUANCE AND MODIFICATIONS OF INTERCONNECTION POINT

11.1 Adjustments of Existing Facilities.

The Parties acknowledge that existing facilities may be relocated, removed, discontinued, or modified in connection with each Interconnection Point set forth in Appendix I, or any new Interconnection Point established under this Agreement. The Parties shall work in good faith to arrange adjustment of existing facilities.

ARTICLE 12 – GENERAL

12.1 Force Majeure

No Party shall be in default in respect to any obligation hereunder because of Force Majeure. Force Majeure shall mean any event that creates an inability to fulfill an obligation under this Agreement that could not be prevented or overcome by the due diligence of the Party claiming Force Majeure. Such events include, but are not defined by or limited to, acts of God, strikes, lockouts, labor disputes, acts of a public enemy, acts of sabotage, acts of terrorism, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, fires, hurricanes, storms, tornadoes, floods, washouts, civil disturbances, explosions, accidents, or the binding order of any court, legislative body, or governmental authority which has been resisted in good faith by all reasonable legal means. Failure to prevent or settle any strike or strikes shall not be considered to be a matter within the control of the Party claiming suspension. A Party unable to fulfill any obligation by reason of any Force Majeure event shall use diligence to remove such disability with appropriate dispatch. Each Party shall (a) provide prompt written notice of such Force Majeure event to the other Party, which notice shall include an estimate of the expected duration of such event and, (b) attempt to exercise all reasonable efforts to continue to perform its obligations under this Agreement.

12.2 Waivers

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

12.3 Liability

- (a) Nothing in this Agreement shall be construed to create or give rise to any liability on the part of PJM and each Party expressly waives any claims that may arise against PJM under this Agreement.

If to PJM:

Vice President-Government Policy
PJM Interconnection, L.L.C
1200 G Street, NW, Suite 600
Washington, DC 20005

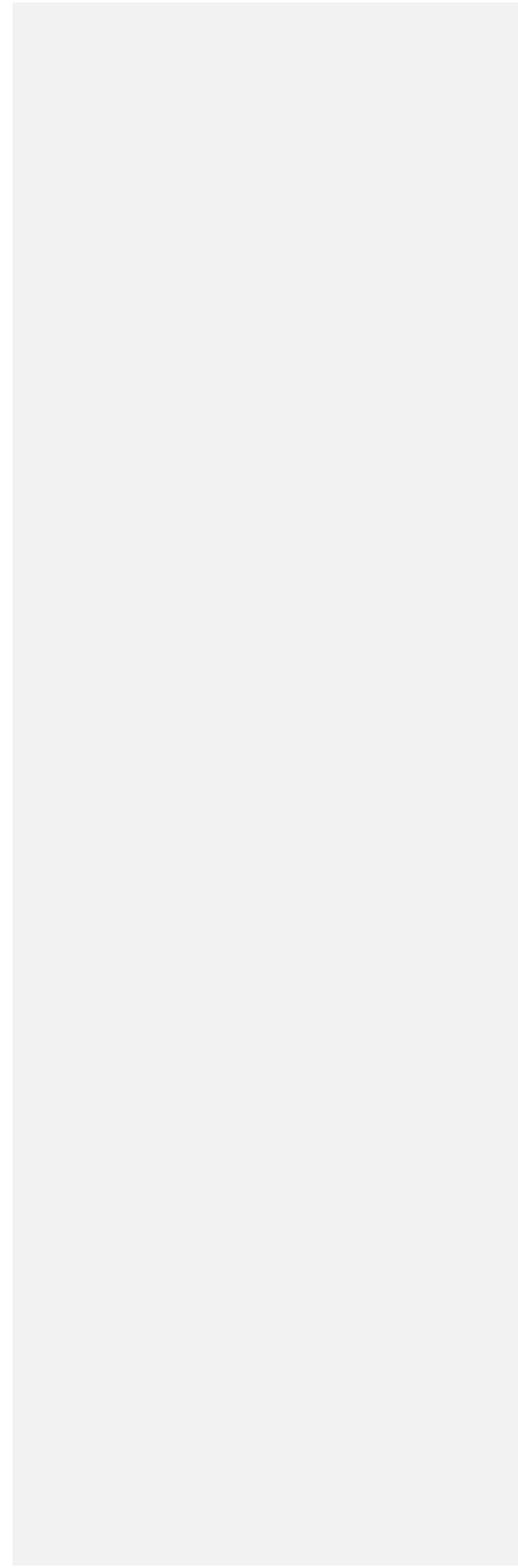
and

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

The above listed titles and addresses for a Party or PJM may be changed by written notice to all other Parties and PJM.

12.5 Agreement Validity

The validity and meaning of this Agreement shall be governed by the law of Ohio.



ARTICLE 13 – 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 herein applicable to PJM. This Agreement shall not be assigned by either Party without the written consent of the other Party, which consent shall not be reasonably withheld, except to a successor to which substantially all of the business and assets of such Party shall be transferred or to an affiliate of the assigning Party for the purposes of a corporate restructuring.

ARTICLE 14 –PRIOR AGREEMENT TO BE SUPERSEDED

When this Agreement becomes effective pursuant to Article 9 of this Agreement, this Agreement will supersede that certain Service Agreement No. 3993 entered into by the Parties on ~~August 1, 2021~~November 30, 2021 and accepted for filing in the Federal Energy Regulatory Commission (“FERC”) Docket No. ~~ER21-2978-000~~ER22-737-000 on ~~November 30, 2021~~February 24, 2022.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties' respective officers lawfully authorized so to do, as of the day and year first above written.

PENNSYLVANIA POWER COMPANY

By: */s/ Thomas R. Pryatel*

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Printed Name: Thomas R. Pryatel
Title: Director, ED Operations Services
SA NO: 3993

AMERICAN TRANSMISSION SYSTEMS INC.

By: */s/ Greg Hussing*

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Printed Name: Gregory F. Hussing
Title: Director, FERC & RTO Technical Support
FirstEnergy Service Company, on behalf of
American Transmission System, Incorporated Company
SA NO: 3993

The signature below of the authorized representative of PJM is for the limited purpose of acknowledging that a representative ~~officer~~ of PJM has read this Agreement as of the 13th day of May, 2022.

PJM INTERCONNECTION, L.L.C.

By: /s/ David W. Souder

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Printed Name: David W. Souder

Title: Executive Director, System Planning

SA NO: 3993

APPENDIX I
Interconnection Points

Delivery Point	Voltage (kV)
Adams Ridge	69
Allegheny	69
Aqua Penna	69
Bedford	69
Bessemer	69
Bio Energy	69
Blair Strip Steel	69
Bmf Switching	138
BPI	69
Brandt	69
Brush Creek	138
Callery LLC	69
Camp Reynolds	69
Campbell	69
Canal	69
Caparo	69
Caparo	138
Cascade	69
Castlewood	69
Cedar Street	69
Cemex Cement Y205	69
Chippewa	69
Concast Metal	69
Conneaut	69
Darlington	69
Ellwood City	69
Ellwood City Forge	69
Ellwood Crankshaft & Machine (EC&M)	69
Ellwood Crankshaft & Machine	138
Ellwood Industries	138
Ellwood Quality Steel	138
Ellwood Quality Steel 2	138
Enon Valley	69
Epworth	138
Essroc Materials	69
Essroc Materials 2	69
Evans City	69
Fernway	138

Fombell	69
Frew Mill	69
GCity(Penn Eq)	69
GCity(TSD)	69
Grant St	69
Greenville Metal Co	69
Hadley	69
Harbor	69
Harlan	69
Hartstown	69
Hempfield	69
Henderson	69
Hermitage	69
Hickory	69
Hillcrest	69
Ingomar	69
Inmetco	69
Jackson	138
Jamestown	69
Kline MOD Sub	69
Knox	69
Koppel	69
Koppel Steel	138
Leesburg	69
Mark West Liberty Bluestone Krendale-Maple	138
MarkWest Bluestone	138
Mars	69
Mcdowell	69
Mcknight	69
Mercer	69
Mercer Forge(ITT)	69
Moravia	69
NA-Forgemasters	138
New Castle	69
New Wilmington	69
911 Industrial	138
PA Department of Corrections	69
Penn eq	69
Penn St Spec Metals	69
Perry	69
Potter	69
PSC Metals	69
PTC Alliance	69
Public Welfare E	69

Public Welfare W	69
Pulaski	69
Ray Street	69
Reynolds East	69
Richard	69
Rznr-Thms-Betts(ITT)	69
Seneca	138
Sharon	69
Sharon Coating	138
Sharon Tube	69
Sharpsville	69
Sharpsvl Qlty St-NIS	138
Shenango Limestone	69
Silver Street	69
State Line	69
Stoneboro	69
Thompson Run	69
Three Rivers Aluminum	138
Trinity Ind. South	69
Union	69
Veterans	69
Walmo	69
Warrendale	69
Werner	69
West Middlesex	69
Wexford	69
Wheatland	69
Willowbrook Substn	69
Zelienople	69

APPENDIX II
DAS Equipment: Ownership, Installation and Maintenance

Any real-time data requirements defined in the PJM manuals, including PJM Manual 01 - Control Center and Data Exchange Requirements, and PJM Manual 03 - Transmission Operations, shall be provided to PJM to allow PJM to comply with its roles as reliability coordinator, balancing authority, and transmission operator.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties' respective officers lawfully authorized so to do, as of the day and year first above written.

PENNSYLVANIA POWER COMPANY

By: Thomas R Pryatel

Printed Name: Thomas R. Pryatel
Title: Director, ED Operations Services
SA NO: 3993

AMERICAN TRANSMISSION SYSTEMS INC.

By: Greg Hussing

Printed Name: Gregory F. Hussing
Title: Director, FERC & RTO Technical Support
FirstEnergy Service Company, on behalf of
American Transmission System, Incorporated Company
SA NO: 3993

