

July 3, 2018

***Via Electronic Filing***The Honorable Kimberly D. Bose  
Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, DC 20426**Re: American Transmission Systems, Inc. – Filing of Revised Service Agreements  
and New Service Agreement in Docket No. ER18-1956-000**

Dear Secretary Bose:

Pursuant to section 205 of the Federal Power Act (“FPA”)<sup>1</sup> and Part 35 of the Federal Energy Regulatory Commission’s (“Commission’s”) Rules of Practice and Procedure,<sup>2</sup> American Transmission Systems, Incorporated (“ATSI” or the “Applicant”), hereby submits for filing certain revised Service Agreements<sup>3</sup> described in more detail herein.

This filing pertains to Service Agreement Nos. 3992, 3993 and 4975 (the “Service Agreements”). Service Agreement Nos. 3992 and 3993<sup>4</sup> consist of revised interconnection agreements, which had been modified to reflect changed electrical configurations at various interconnection points. Due to clerical error, several changes to interconnection points were not included in the Prior Filing. These changes were discovered during an internal audit process of electrical configurations of interconnection points. ATSI hereby files an amended version of the two Service Agreement Nos. 3992 and 3993.<sup>5</sup> Additionally, ATSI files one new Service

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<sup>1</sup> 16 U.S.C. § 824d.

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

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

<sup>4</sup> The Service Agreements were the subject of a filing by ATSI on May 23, 2018, which the Commission accepted for filing by letter order dated June 25, 2018 (the “Prior Filing”).

<sup>5</sup> Pursuant to Order No. 714, this filing is submitted by PJM on behalf of the Applicant as part of an XML filing package that conforms to the Commission’s regulations. PJM has agreed to make all filings on behalf of the PJM Transmission Owners in order to retain administrative control over the PJM Tariff. Thus, the Applicant requested that PJM submit the Service Agreements in the eTariff system as part of PJM’s electronic Service Agreement Tariff.

Agreement as described below.

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

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

The Service Agreements are described below. Some of the interconnection points described below have entered into service (as shown in the table below), but no payments have been made pursuant to the Service Agreements with regard to the interconnection points prior to the date that the Service Agreement governing those interconnection points became effective.

### Service Agreement No. 3992

Seventh revised Service Agreement No. 3992 (“SA No. 3992”) is an interconnection agreement by and between ATSI and The Ohio Edison Company (“OE”).<sup>6</sup> SA No. 3992 sets forth the rates, terms, and conditions for the interconnection and coordinated operation of the parties’ systems and for OE’s use of certain transmission facilities to enable it to serve its wholesale loads. SA No. 3992 was originally dated October 28, 2014 and accepted for filing in Docket No. ER 15-690-000.<sup>7</sup> A first revised version of SA No. 3992, dated July 31, 2015, which updated the interconnection points listed in Appendix I, was accepted for filing in Docket No. ER15-2427-000.<sup>8</sup> A second revised version of SA No. 3992, dated October 7, 2015, which further updated the interconnection points listed in Appendix I, was accepted for filing in Docket No. ER16-271-000.<sup>9</sup> A third revised version of SA No. 3992, dated January 5, 2015, which also updated the interconnection points listed in Appendix I, was accepted for filing in Docket No. ER16-906-000.<sup>10</sup> A fourth revised version of SA No. 3992, dated May 10, 2017, which also updated the interconnection points listed in Appendix I, was accepted for filing in Docket No. ER17-1773-000.<sup>11</sup> A fifth revised version of SA No. 3992, dated September 11, 2017, which

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<sup>6</sup> OE is an Ohio corporation that owns and operates electric facilities for the distribution electric power and energy in Ohio.

<sup>7</sup> See Letter Order issued on February 10, 2015 in Docket No. ER15-690-000.

<sup>8</sup> See Letter Order issued on October 2, 2015 in Docket No. ER15-2427-000.

<sup>9</sup> See Letter Order issued on December 21, 2015 in Docket No. ER16-271-000.

<sup>10</sup> See Letter Order issued on March 17, 2016 in Docket No. ER16-906-000.

<sup>11</sup> See Letter Order issued on July 26, 2017 in Docket No. ER17-1773-000.

also updated the interconnection points listed in Appendix I, was accepted for filing in Docket No. ER18-93-000.<sup>12</sup> A sixth revised version of SA No. 3992, dated March 9, 2018, which also updated the interconnection points listed in Appendix I, was accepted for filing in Docket No. ER18-1677-000.<sup>13</sup> The instant filing contains a seventh revised version of SA No. 3992, dated May 21, 2018, which has been amended to add,<sup>14</sup> remove,<sup>15</sup> or change<sup>16</sup> the following interconnection points in Appendix I, some of which have not been included in previous versions of the SA No. 3992 filed with the Commission:

Interconnection Point	Voltage (kV)	In-Service Date	Comments
<del>Guilford Mod Station, Tap of Sammis Pidgeon</del>	138	Already In-Service	Name Change/Voltage Change
Aetna	<del>138</del> 23	Already In-Service	Name Change/Voltage Change
<del>Ak lake</del> Lake Rockwell	69	Already In-Service	Name Change/Voltage Change
<del>AK Steel Empire Detroit Steel</del>	138	Already In-Service	Name Change/Voltage Change
Akron Pollution	69	Already In-Service	Added - Existing
Arcelor Mtl (Roberts)	69	Already In-Service	Added - Existing
<del>BP Oil Pipeline Area Pipe line Co</del>	69	Already In-Service	Name Change/Voltage Change
<del>Artesian Industries</del>	<del>69</del>		Removed
<del>Ashland Castings</del>	<del>69</del>		Removed

<sup>12</sup> See Letter Order issued on December 8, 2017 in Docket No. ER18-93-000.

<sup>13</sup> See Letter Order issued on June 25, 2018 in Docket No. ER18-1677-000.

<sup>14</sup> Of the 70 points of interconnection (“POIs”) categorized as “Added – Existing”: (a) 66 consist of POIs that have been in operation but inadvertently have never been reflected in a FERC-filed service agreement (“POI Not Previously Identified”); and (b) 4 of the POIs consist of POIs that have a physical break where a section of wire has been disconnected (“Non-Energized POI”). While the Non-Energized POIs are intended to be used only on a contingency basis and there is no closed circuit through which electricity flows, if the section of wire is reconnected, then an electric circuit would be established such that there would be FERC jurisdictional activity taking place. These Non-Energized POIs have thus been added to Appendix I due to the possibility of FERC jurisdictional activity occurring at them. The 4 Non-Energized POIs consist of the following: LTV Pelt; LTV Steel; Allied Erecting; and Rittman Paperboard.

<sup>15</sup> The 131 POIs categorized as “Removed” consist of either: (a) a POI that no longer exists; or (b) a POI that is duplicative of a POI found in another agreement.

<sup>16</sup> The 49 POIs categorized as “Name Change/Voltage Change” consist of POIs whose name and/or voltage has been modified, as shown in the table.

July 3, 2018

Page 4

Ashland Ree	69		Removed
Avon	345		Removed
<del>Baird Rd Ree</del>	69		Removed
Baillie Lumber	69	10/31/2018	Added - New Project
Barberton	138/23	Already In-Service	Name Change/Voltage Change
<del>Bath Mod Sub</del>	138		Removed
Becotek	69	Already In-Service	Added - Existing
Bendix Honeywell	69	Already In-Service	Added - Existing
<del>Berlin Dam</del>	69		Removed
<del>Berlin Lake Area</del>	69		Removed
<del>Berlin Lake Boardman, Berlin Lake Pidgeon</del>	69		Removed
Boardman	<u>138</u> 69	Already In-Service	Name Change/Voltage Change
<del>Brighton LM REC</del>	138		Removed
Buckeye Pipeline 2116	69	Already In-Service	Added - Existing
Buckeye Pipeline 2471	69	Already In-Service	Added - Existing
Buckeye Transfer	69	Already In-Service	Added - Existing
<del>Burbank Ree</del>	69		Removed
<del>Burger</del>	138		Removed
<del>Camden LM REC</del>	138		Removed
Canfield Steel Pitts Canfield Steel	69	Already In-Service	Name Change/Voltage Change
<del>Carlisle</del>	138		Removed
Carlisle Brake and Friction	<u>138</u> 69	Already In-Service	Name Change/Voltage Change
<del>Carroll</del>	23		Removed
<del>Central Envirmnt Sys</del>	69		Removed
<del>Central Ree</del>	69		Removed
City of Elyria City Pump	69	Already In-Service	Name Change/Voltage Change

Clark <del>Teeh</del> <u>State College</u>	69	Already In-Service	Name Change/Voltage Change
<del>Columbus Road</del>	69		Removed
Collins Aikman	69	Already In-Service	Added - Existing
<del>Continental Tire</del>	69		Removed
<del>Cooper Ind.</del>	69		Removed
<del>Coulter Ree</del>	69		Removed
<del>Cpe Grp Gen Mtrs NIS</del>	138		Removed
Crissinger	138	Already In-Service	Added - Existing
Crown Cork Seal	69	Already In-Service	Added - Existing
<del>Debolt Ree</del>	69		Removed
Deming <u>Crane</u>	69	Already In-Service	Name Change/Voltage Change
<del>Eagle Packaging Inc</del>	69	Already In-Service	Name Change/Voltage Change
Eaton	69	Already In-Service	Added - Existing
<del>Edison Ree</del>	69		Removed
<del>Electric Furnace</del>	69		Removed
Ellwood Engineering	138	Already In-Service	Added - Existing
Elyria Foundry No 1	69	Already In-Service	Added - Existing
Evans	138/23	Already In-Service	Name Change/Voltage Change
Evergreen-OE	138	Already In-Service	Added - Existing
F-E Myers <del>&amp; Bro Co.</del>	69	Already In-Service	Name Change/Voltage Change
<del>Famous Distribution</del>	69		Removed
<del>Faultless Rubber Co.</del>	69		Removed
Fifth <u>Street</u>	69	Already In-Service	Name Change/Voltage Change
First <u>Ave</u>	69	Already In-	Name Change/Voltage

		Service	Change
Fitchville Rec	69		Removed
France Stone Co.	69		Removed
Franklin (Warren Steel Holdings) Warren St Holdings	138	Already In-Service	Name Change/Voltage Change
Fresh Mark B 3093	69	Already In-Service	Added - Existing
GP Prop G.p.properties	138	Already In-Service	Name Change/Voltage Change
Garber Company	69		Removed
Gdyr.stow Mold	69		Removed
Geauge Plastics Co.	69		Removed
General Wads Brick	69		Removed
Gilchrist	138/69	Already In-Service	Name Change/Voltage Change
Glidden	69	Already In-Service	Added - Existing
Goodyear Wingfoot	69	Already In-Service	Added - Existing
Greif Board Corp	69	Already In-Service	Name Change/Voltage Change
Harding	345		Removed
Harmony Rec	69		Removed
Hartford REC	69		Removed
Harvieck Chemical	69		Removed
Heinz	69	Already In-Service	Added - Existing
Homerville REC	69		Removed
Hummel	138		Removed
HW Reedsburg	138		Removed
IACNA	69	Already In-Service	Added - Existing
Jeromesville Rec	69		Removed
Juniper	345		Removed

Laurel <u>Road</u>	138	Already In-Service	Name Change/Voltage Change
Lincoln Park	138	Already In-Service	Added - Existing
<del>Litchfield Rec</del>	<del>69</del>		Removed
<del>Lorain</del>	<del>138</del>	Already In-Service	Removed
Lorain <u>Sewage Wtr Pol Cntrl</u>	69	Already In-Service	Name Change/Voltage Change
<del>Loral Wingfoot</del>	<del>69</del>		Removed
LTV Steel	138	Already In-Service	Added - Existing
LTV Pelt <del>Ltv (Lorain Pellet)</del>	69	Already In-Service	Name Change/Voltage Change
<del>Ltv Steel Company</del>	<del>69</del>		Removed
<del>Luntz Corp</del>	<del>69</del>		Removed
MACTAC	69	Already In-Service	Added - Existing
Mad River	69	Already In-Service	Added - Existing
<del>Magie Chef</del>	<del>69</del>		Removed
<del>Mahon County Comm</del>	<del>69</del>		Removed
Mahoningside	138	Already In-Service	Added - Existing
<del>Mans Ferr Castings</del>	<del>69</del>		Removed
<del>Marengo REC</del>	<del>69</del>		Removed
Marathon Pipeline	69	Already In-Service	Added - Existing
Massilon Management	69	Already In-Service	Added - Existing
Materion	138	Already In-Service	Added - Existing
Milton <u>Lake</u>	69	Already In-Service	Name Change/Voltage Change
Mitsubishi Chemical Polymers	69	Already In-Service	Added - Existing

<del>Mohicanville Ree</del>	<del>69</del>		Removed
Moyno	69	Already In-Service	Added - Existing
<del>New California Ree</del>	<del>69</del>		Removed
<del>New London Ree</del>	<del>69</del>		Removed
<del>New Mifflin Ree</del>	<del>69</del>		Removed
New Departure	138	Already In-Service	Added - Existing
Newton Falls	<del>138</del> 69	Already In-Service	Name Change/Voltage Change
<del>Nova Ree</del>	<del>69</del>		Removed
Nucor Steel Marion <del>Marion Steel Co</del>	138 <del>69</del>	Already In-Service	Added - Existing
Oakwood	69	Already In-Service	Added - Existing
<del>Ohio River Pipe line</del>	<del>69</del>		Removed
OH Star Forge T & W <del>Forge, Inc.</del>	138	Already In-Service	Name Change/Voltage Change
Omnova	69	Already In-Service	Added - Existing
OS Kelly	69	Already In-Service	Added - Existing
<del>Oxford Ree</del>	<del>69</del>		Removed
Packaging <del>Spec Corp</del>	69	Already In-Service	Name Change/Voltage Change
<del>Parr Ind.</del>	<del>69</del>	Already In-Service	Name Change/Voltage Change
Parker Hannifin	69	Already In-Service	Added - Existing
Polyone - 2076	69	Already In-Service	Added - Existing
PPG Arch Coatings	69	Already In-Service	Added - Existing
<del>Progressive Processing</del>	<del>69</del>	Already In-Service	Name Change/Voltage Change
Rectiv Metals	138	Already In-	Added - Existing



July 3, 2018

Page 9

		Service	
Reineke	69	Already In-Service	Added - Existing
<del>Repp Ree</del>	<del>69</del>		Removed
Republic Specialty Metals	138	Already In-Service	Added - Existing
Rep Steel Arc	138	Already In-Service	Added - Existing
Rep Steel Vine	138	Already In-Service	Added - Existing
<del>Rhenium Alloy Inc</del>	<del>138</del>		Removed
Rittal	69	Already In-Service	Added - Existing
<del>Robson Rd Ree</del>	<del>69</del>		Removed
Ross	138	Already In-Service	Added - Existing
SANCAP <del>Sia (sancap)</del>	69	Already In-Service	Name Change/Voltage Change
<del>Scioto Ree</del>	<del>69</del>		Removed
Silfex	138	10/1/2018	Added - New Project
<u>Sixth Street</u>	69	Already In-Service	Name Change/Voltage Change
<del>Snyder Ree</del>	<del>69</del>		Removed
Solae	69	Already In-Service	Added - Existing
South Akron	138/ <del>69</del> /23	Already In-Service	Name Change/Voltage Change
<del>Specialty Fertilizer</del>	<del>69</del>		Removed
<del>Spencer Ree</del>	<del>69</del>		Removed
St Austintown	69	Already In-Service	Added - Existing
Star ( <u>WCC 1</u> )	138	Already In-Service	Name Change/Voltage Change
<u>Star (WCC 2)</u>	138	Already In-Service	Added - Existing

Steuben Ree	69		Removed
Sullivan Ree	69		Removed
Sun Oil Pipe Line (med)	69	Already In-Service	Name Change/Voltage Change
Sun Pipeline Hudson Pipe Line (stow)	69	Already In-Service	Name Change/Voltage Change
Sunoco Mogodore	69	Already In-Service	Added - Existing
Taylor's Industry	69		Removed
Toronto Substation	138		Removed
Tower Automotive	69	Already In-Service	Added - Existing
Tricor Progress Plas	69		Removed
Troy Ree	69		Removed
Tru-Cut Automotive	69	Already In-Service	Name Change/Voltage Change
Universal Material	69		Removed
Ventra	69	Already In-Service	Added - Existing
Visteon	138	Already In-Service	Added - Existing
Warren Area	138		Removed
Washington REC	138		Removed
Waterworks	69	Already In-Service	Added - Existing
Webster Rd Ree	69		Removed
West Akron	138/69/23	Already In-Service	Name Change/Voltage Change
West Ravenna	138/69/23	Already In-Service	Name Change/Voltage Change
West Salem Ree	69		Removed
Wilkinson	69		Removed
Wittenberg U	69	Already In-Service	Name Change/Voltage Change
Yankee Ree	69		Removed
Youngstown	69		Removed

July 3, 2018

Page 11

<del>21st-Centry Dearbrn</del>	<del>69</del>		Removed
<del>A O Smith</del>	<del>69</del>		Removed
<del>Alliance</del>	<del>69</del>		Removed
<del>Alpine (cottage grove) Sub</del>	<del>138</del>		Removed
<del>Amer. Crucible Prod.</del>	<del>69</del>		Removed
<del>AWPCS - Akron Sewarge</del>	<del>69</del>		Removed
Arcelor Mtl (Roberts)	<del>69</del> -138	Already In-Service	Name Change/Voltage Change
<del>Ball Corp</del>	<del>69</del>		Removed
<del>BASF Corp Lake Erie</del>	<del>69</del>	Already In-Service	Name Change/Voltage Change
<del>Bechtel McLaughlin</del>	<del>69</del>		Removed
<del>Brosheo</del>	<del>69</del> 138	Already In-Service	Name Change/Voltage Change
<del>Brush Wellman</del>	<del>138</del>		Removed
<del>Burdick (pissbury)</del>	<del>69</del>		Removed
<del>Burton Rubber</del>	<del>69</del>		Removed
<del>Central Soya Co inc</del>	<del>69</del>		Removed
<del>Central States can.</del>	<del>69</del>		Removed
<del>Delphi</del>	<del>69</del>	Already In-Service	Added - Existing
<del>Delphi Packard Elect</del>	<del>69</del> -138	Already In-Service	Name Change/Voltage Change
<del>Denman Rubber</del>	<del>69</del>		Removed
<del>Diversitech General</del>	<del>69</del>		Removed
<del>Dofaseo</del>	<del>138</del>		Removed
<del>Easeo Alum 69</del>	<del>69</del>		Removed
<del>Fleming Food</del>	<del>69</del>		Removed
<del>Foodways National</del>	<del>69</del>		Removed
<del>Fresh Mark 185</del>	<del>69</del>	Already In-Service	Name Change/Voltage Change
<del>Furon Co.</del>	<del>69</del>		Removed
<del>GEI of Columbiana</del>	<del>69</del>		Removed

July 3, 2018

Page 12

General Extrusions <u>2159</u>	69	Already In-Service	Name Change/Voltage Change
Hanson Aggregate	69		Removed
Hydr O Matic Pump Co	69		Removed
Industrial Hydrolic	69		Removed
Htt Lester	69		Removed
Lear Corp	69		Removed
Loral Aero	69		Removed
Lor Med Gas	69		Removed
Mansfield Product	69		Removed
Morgan Adhesives	69		Removed
Ohio—Jacobson	69		Removed
Paekard	138		Removed
Paeco Rubber	69		Removed
Patriot Sp Metals	138		Removed
Pennex Alluminum	69		Removed
R M I	138		Removed
RepEng St Rose	69		Removed
Republic Steel	69 138	Already In-Service	Name Change/Voltage Change
Schulman,a Inc.	69		Removed
Scripps Howard (b.s.)	69		Removed
Sheller Globe Corp	69		Removed
St Elizabeth Boardma	69		Removed
Standard Oil (Mogd)	69		Removed
Superior Brand Meats	69		Removed
Syro Steel 69	69		Removed
Teneco Auto	69		Removed
TFW TWF Aquisition	69	Already In-Service	Name Change/Voltage Change
The Glidden Company	69		Removed
TheBudd Company	69		Removed
Tube City Inc	69		Removed
US Steel	138		Removed

<del>USAF Base</del>	<del>69</del>		Removed
<del>USAF-Vienna AFB</del>	<del>69</del>	Already In-Service	Name Change/Voltage Change
<del>USS Stl Div Usx Corp</del>	<del>138</del>		Removed
<del>Warren Molded</del>	<del>69</del>		Removed
Gen Extrusions	69	Already In-Service	Added - Existing
Fresh Mark 2359	69	Already In-Service	Added - Existing
Poly One 2371	69	Already In-Service	Added - Existing
Masury	138	Already In-Service	Added - Existing
Allied Erecting	69	Already In-Service	Added - Existing
LTV Steel	138	Already In-Service	Added - Existing
Riverbend	138	Already In-Service	Added - Existing
Ivanhoe	138	Already In-Service	Added - Existing
Alcoa	138	Already In-Service	Added - Existing
Huck Fasteners	69	Already In-Service	Added - Existing
Twinsburg Holding	138	Already In-Service	Added - Existing
Palm Avenue	138	Already In-Service	Added - Existing
Larson	69	Already In-Service	Added - Existing
Rittman Paperboard	69	Already In-Service	Added - Existing
Johns Manville	69	Already In-Service	Added - Existing
Mayflower Vehicle	69	Already In-Service	Added - Existing
Amcor Plastics	69	Already In-	Added - Existing

		Service	
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Service Agreement No. 3993

Fourth revised Service Agreement No. 3993 (“SA No. 3993”) is an interconnection agreement by and between ATSI and The Pennsylvania Power Company (“PP”).<sup>17</sup> SA No. 3993 sets forth the 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. ER 15-690-000.<sup>18</sup> A first revised version of SA No. 3993, dated January 5, 2016, which updated the interconnection points listed in Appendix I, was accepted for filing in Docket No. ER16-906-000.<sup>19</sup> A second revised version of SA No. 3993, dated May 10, 2017, which updated the interconnection points listed in Appendix I, was accepted for filing in Docket No. ER17-1773-000.<sup>20</sup> A third revised version of SA No. 3993, dated March 9, 2018, which updated the interconnection points listed in Appendix I, was accepted for filing in Docket No. ER18-1677-000.<sup>21</sup> The instant filing contains a fourth revised version of SA No. 3993, dated May 29, 2018, which has been amended to add,<sup>22</sup> remove,<sup>23</sup> or change<sup>24</sup> the following interconnection points in Appendix I, some of which have not been included in previously filed versions of SA No. 3993 filed with the Commission:

Interconnection Point	Voltage (kV)	In-Service Date	Comments
<del>1 Wheatland Tube Main</del>	<del>69</del>		Removed
<del>2 Wheatland Tube Cnel</del>	<del>69</del>		Removed
<del>3 Wheatland Tube Cheh</del>	<del>69</del>		Removed
Callery LLC Chemical	69	Already In-Service	Name Change/Voltage

<sup>17</sup> PP is an Ohio corporation that owns and operates electric facilities for the distribution of electric power and energy in Ohio.

<sup>18</sup> See Letter Order issued on February 10, 2015 in Docket No. ER15-690-000.

<sup>19</sup> See Letter Order issued on March 17, 2016 in Docket No. ER16-906-000.

<sup>20</sup> See Letter Order issued on July 26, 2017 in Docket No. ER17-1773-000.

<sup>21</sup> See Letter Order issued on June 25, 2018 in Docket No. ER18-1677-000.

<sup>22</sup> All of the 5 POIs categorized as “Added – Existing” are in the category of POI Not Previously Identified, as defined *supra*.

<sup>23</sup> The 25 POIs categorized as “Removed” consist of either: (a) a POI that no longer exists; or (b) a POI that is duplicative of a POI found in another agreement.

<sup>24</sup> The 8 POIs categorized as “Name Change/Voltage Change” consist of POIs whose name and/or voltage has been modified, as shown in the table.

			Change
<del>Campbell – Keisters</del>	69		Removed
<del>Campbell Sub</del>	138		Removed
<del>Campbell McDowell</del>	138		Removed
Caparo	69	Already In-Service	Added - Existing
Caparo NLMK (Dufereo)	138	Already In-Service	Name Change/Voltage Change
<del>Carbon Limestone</del>	69		Removed
<del>CCL Center</del>	69		Removed
<del>Cemex Cement 23 NC</del>	69		Removed
<del>Dufereo</del>	138		Removed
Ellwood Crankshaft & Machine (EC&M)	69	Already In-Service	Added - Existing
<del>Hodge Foundry</del>	69		Removed
<del>Hynes Steel</del>	69		Removed
<del>Masury – Consumer PP</del>	69		Removed
<del>Masury – Crossland</del>	138		Removed
<del>Masury – Maysville</del>	138		Removed
<del>Masury – Shenango</del>	138		Removed
<del>McDowell Sub</del>	138		Removed
PA Department of Corrections <del>Dept of Corrections</del>	69	Already In-Service	Name Change/Voltage Change
<del>Roth Brothers</del>	69		Removed
<del>Shenango – Highland</del>	345		Removed
<del>Shenango – Niles</del>	345		Removed
State Line	69	Already In-Service	Added - Existing
Three Rivers Aluminum <del>3 Rivers Aluminum</del>	138	Already In-Service	Name Change/Voltage Change
<del>Zelienople Boro</del>	138		Removed
<del>BMF Switching Bulk Mail Facility</del>	138	Already In-Service	Name Change/Voltage Change

<del>Ellwd#1 Quality Steel</del>	138		Removed
<del>Ellwd#2 Quality Steel</del>	138		Removed
<del>Geity (Penn Eq) Boro of Grove City</del>	69	Already In-Service	Name Change/Voltage Change
<del>Geity (TSD) GE TSD</del>	69	Already In-Service	Name Change/Voltage Change
<del>NA Forgemasters</del>	138		Removed
<del>Penn St Spec Metals</del>	69		Removed
<del>Sharpsvl Qlty St NIS Shpvlprd-NIS</del>	138	Already In-Service	Name Change/Voltage Change
Mobile 2	69	Already In-Service	Added - Existing
Swagelok MFG Co	69	Already In-Service	Added - Existing

Service Agreement No. 4975

Service Agreement No. 4975 (“SA No. 4975”) is an Engineering and Construction Services Agreement involving the Silfex Customer Connection Project for the “Energizing the Future” transmission initiative by and between ATSI and Ohio Edison Company (“OE”) and is dated June 6, 2018. Under SA No. 4975, ATSI will be performing work on the ATSI transmission system, which will require modifications to certain OE facilities to install a new 138 kV 3 breaker ring bus and associated equipment, to install two new 138 kV transmission lines and to construct a tap line at the Inverness substation. The work to be performed by the parties is described in Schedule 1 and 2. SA No. 4975 provides for a CIAC payment by OE to ATSI as set forth in Schedule 5. The anticipated in-service date for the project facilities constructed pursuant to SA No. 4975 is October 1, 2018.

**III. Request for Effective Date**

The Applicant respectfully requests that the Commission grant an effective date for the Service Agreements of September 1, 2018, which is approximately sixty (60) days after the date of this filing.

**IV. Communications**



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

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

#### **VI. Service**

The Applicant has served copies of this filing upon all other parties to the Service Agreements.

#### **VII. Conclusion**

The Applicant hereby respectfully requests that the Commission accept each of the Service Agreements for filing with an effective date of September 1, 2018. The Applicant further requests any waivers of the Commission's regulations necessary to give effect to such agreements as requested by the Applicant. Please direct any questions to the undersigned.

Respectfully submitted,

/s/ Nicholas A. Giannasca

July 3, 2018  
Page 18

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**AMENDED INTERCONNECTION AGREEMENT**

**Between**

**American Transmission Systems, Incorporated**

**and**

**Ohio Edison Company**

CONTENTS

	Page
<b>ARTICLE 1 – INTERCONNECTED OPERATION.....</b>	<b>3</b>
<b>ARTICLE 2 – SERVICE CONDITIONS.....</b>	<b>4</b>
<b>ARTICLE 3 – INTERCONNECTION POINT, METERING POINTS AND METERING .....</b>	<b>5</b>
<b>ARTICLE 4 - RECORDS .....</b>	<b>6</b>
<b>ARTICLE 5 – BILLING AND PAYMENT; TAXES.....</b>	<b>6</b>
<b>ARTICLE 6 – OPERATING COMMITTEE .....</b>	<b>7</b>
<b>ARTICLE 7 – INDEMNITY AND INSURANCE .....</b>	<b>8</b>
<b>ARTICLE 8 – ARBITRATION.....</b>	<b>8</b>
<b>ARTICLE 9 – TERM AND TERMINATION OF AGREEMENT .....</b>	<b>9</b>
<b>ARTICLE 10 – REGULATORY AUTHORITIES .....</b>	<b>9</b>
<b>ARTICLE 11 – RELOCATIONS, DISCONTINUANCE AND MODIFICATIONS OF INTERCONNECTION POINT.....</b>	<b>10</b>
<b>ARTICLE 12 – GENERAL.....</b>	<b>10</b>
<b>ARTICLE 13 – ASSIGNMENT .....</b>	<b>13</b>
<b>APPENDIX I INTERCONNECTION POINT .....</b>	<b>14</b>
<b>APPENDIX II DAS EQUIPMENT: OWNERSHIP, INSTALLATION AND MAINTENANCE.....</b>	<b>39</b>

## AMENDED INTERCONNECTION AGREEMENT

THIS AMENDED INTERCONNECTION AGREEMENT (this “Agreement”) is made and entered into as of this 21st day of May, 2018, by American Transmission System, Incorporated (“ATSI”), and The Ohio Edison Company (“OE”). ATSI and OE 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”).

### 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, OE 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 ForceMajeure

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.
- (b) The Parties acknowledge and understand that the signature of the authorized officer of PJM on this Agreement is for the limited purpose of acknowledging that representatives of PJM have read the terms of this Agreement. The Parties and PJM further state that they understand that FERC desires that the Parties keep PJM fully apprised of the matters addressed herein as well as any reliability and planning issues that may arise under this Agreement, and that the signature of the PJM officer shall not in any way be deemed to imply that (a) PJM is taking responsibility for the actions of any Party, (b) PJM has any affirmative duties under this Agreement, or (c) PJM is liable in any way under this Agreement.



## 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. 3992 entered into by the Parties on March 9, 2018 and accepted for filing in the Federal Energy Regulatory Commission (“FERC”) Docket No. ER18-1677-000 on June 25, 2018.

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.

OHIO EDISON COMPANY

By:  /s/ Thomas R. Pryatel

Printed Name: Thomas R. Pryatel  
Title: Director, ED Operations Services  
SA NO: 3992

AMERICAN TRANSMISSION SYSTEMS INC.

By:  /s/ Richard A. Ziegler

Printed Name: Richard A. Ziegler  
Title: Director, FERC & RTO Technical Support  
FirstEnergy Service Company, on behalf of  
American Transmission System, Incorporated Company  
SA NO: 3992





APPENDIX I  
Interconnection Points

Delivery Point	Voltage (kV)
<b>A S Salem</b>	<b>69</b>
<b>Abbe</b>	<b>69</b>
<b>Acme Hill</b>	<b>69</b>
<b>Adams</b>	<b>69</b>
<b>Aero</b>	<b>69</b>
<b>Aerolite</b>	<b>69</b>
<b>Aetna</b>	<b>138</b>
<b>Airco</b>	<b>138</b>
<b>AirPark</b>	<b>138</b>
<b>AK Steel</b>	<b>138</b>
<b>Akron Pollution</b>	<b>69</b>
<b>Alcoa</b>	<b>138</b>
<b>Alliance Castings</b>	<b>138</b>
<b>Alliance Machine</b>	<b>69</b>
<b>Allied Erecting</b>	<b>69</b>
<b>Alta</b>	<b>69</b>
<b>Am Augers</b>	<b>69</b>
<b>Amer St City</b>	<b>69</b>
<b>Amcor Plastics</b>	<b>69</b>
<b>Andover</b>	<b>69</b>
<b>Arcelor Mtl (Roberts)</b>	<b>138</b>
<b>Ashland Chemical Co.</b>	<b>69</b>
<b>Ashland City Of(wtr)</b>	<b>69</b>
<b>Ashland College</b>	<b>69</b>
<b>Aurora</b>	<b>69</b>
<b>Aurora Plastics</b>	<b>69</b>
<b>Axtel</b>	<b>69</b>
<b>B &amp; W</b>	<b>138</b>
<b>Babb</b>	<b>138</b>
<b>Babcock &amp; Wilcox Res</b>	<b>69</b>
<b>Baillie Lumber</b>	<b>69</b>
<b>Bancroft</b>	<b>69</b>
<b>Barberton</b>	<b>138</b>
<b>BASF Catalyst</b>	<b>69</b>
<b>BASF Lake Erie</b>	<b>69</b>
<b>Bath</b>	<b>138</b>
<b>Baumhart</b>	<b>69</b>

<b>Delivery Point</b>	<b>Voltage (kV)</b>
Becotek	69
Beechwood	69
Belden Publishing	69
Belle Vista	69
Bellepoint	138
Bellevue	69
Bendix Honeywell	69
Berlin Center	69
Big Plain	69
Bingham	69
Bloomfield	69
Bluebell	138
Boardman	138
Boardman Sewage	69
Bogart	69
Bowman	69
BP Oil Pipeline	69
Brady	138
Bridge	138
Brimfield	69
Brooker Bros Forging	69
Brookfield	69
Brookside	138
Broshco	69
Brunswick	138
Brush	138
Buckeye	138
Buckeye Pipeline 2116	69
Buckeye Pipeline 2471	69
Buckeye Transfer	69
Burger Iron	69
Burton	138
Butech	69
Cairns	138
Campbellsport	69
Canfield	69
Canfield Steel	69
Cantex Inc.	69
Capel	69
Caraustar	69

<b>Delivery Point</b>	<b>Voltage (kV)</b>
Carlisle Brake and Friction	69
Carmont	69
Cascade	69
Case	69
Castalia	69
Certaineed Products	69
Charity R.	69
Chillicothe	69
Chittenden	69
Churchill	69
Elyria City Pump	69
Claremont	69
Clark State College	69
Clayben	138
Cline	69
Clinton	69
Cloverdale	138
CMI EFCO	69
Columbia	69
Columbiana	69
Columbus	69
Collins Aikman	69
Commerce	138
Concast	138
Congress	138
Cook	69
Cornersburg	69
Cortland	138
Covert	69
Crestline	69
Crissinger	138
Crown Cork Seal	69
Crum	69
Dale	138
Dalton	69
Danieli Prop	69
Darby	69
Day-Glo Color Corp	69
Deer	69

<b>Delivery Point</b>	<b>Voltage (kV)</b>
Dell	69
Delphi Chassis-Gm	138
Delphi Packard Elect	138
Delphi	69
Deming Crane	69
Dilworth	69
Dobbins	138
Dual Rail	138
Dublin	69
E Fairfield Coal Co	69
Eagle Package	69
East Akron	138
Eastside	69
Eaton	69
Ellsworth	69
Ellwood Engineering	138
Elm	138
Elmwood	69
Ely	69
Elyria Foundry	69
Elyria Foundry No 1	69
Elyria Mem.hospital	69
Elyria Wtr Poll Plt	69
Emerson Networks	69
Enon	69
Envelope 1	69
Evans	138
Evergreen-OE	138
FE Myers	69
Fairfield	69
Fairmont	69
Fairview	69
Falcon Fdry	69
Ferncliff	69
Fieldstone	138
Fifth Street	69
Firestone	138
First Ave.	69
Flatrock	69

<b>Delivery Point</b>	<b>Voltage (kV)</b>
Flxi	69
Ford Motor Company	138
Franklin (Warren Steel Holdings)	138
Freedom	69
Freeman	69
French Creek	69
Fresh Mark (2359)	69
Fresh Mark (185)	69
Fresh Mark B (3093)	69
GP Prop	138
Garden	138
Garrettsville	69
Gates	138
Geauga	69
Gen.electric (rav)	69
Gen Extrusions	69
General Electric	69
General Extrusions (2159)	69
Gilchrist	138
Glidden	69
GM Lordstown	138
Goodyear T & R	138
Goodyear Wingfoot	69
Granger	138
Greenfield	138
Greenford	69
Greentown	69
Greif Board	69
Guilford	138
Hale	69
Hamilton	138
Hanville	69
Harkness	69
Hartford	69
Hartville	69
Hayes Lemmerz	138
Heinz	69

<b>Delivery Point</b>	<b>Voltage (kV)</b>
Heritage	69
Highway Composite	69
Hills	69
Hitchcock	69
Huck Fasteners	69
Huron	69
Huron Lime Company	69
Hynes Steel Products	69
IACNA	69
Ideal Electric	69
Industrial Plastics	69
Invacare Corp.	69
Involta	138
Ira	138
Ivanhoe	138
Jackson Lane	69
Jamen T&D	69
Jay Plastics	69
Jefferson	69
Jefferson Industries	69
Jerome	69
Johns Manville	69
Kent	69
Kent State U.	69
Kent Water Treatment	69
Kimberly	69
Lafayette	69
Lagrange	69
Lais	69
Lake Rockwell	69
Lakemore	138
Lakeview	138
Larson	69
Laurel Road	138
Leavittsburg	69
Leetonia	69
Leffels	69
Lehigh	69
Lexington	69

<b>Delivery Point</b>	<b>Voltage (kV)</b>
Lincoln Park	138
Linden	69
Lisbon	69
Little Tykes	69
Liverpool Coil	69
London	138
London Correctional	69
London Ind.inc.	69
Longview	138
Lorain Co Comm Coll.	69
Lorain Correction	69
Lorain Sewage	69
Lowellville	69
LTV Steel	138
LTV Pelt	69
Lucas Aerospace	69
Lyme	69
Lynchburg	69
Macedonia	69
MACTAC	69
Mad River	69
Madison	138
Mahoningside	138
Mansfield Gen Hosp.	69
Mansfield Plumbing	69
Mansfld City Of(wtr)	69
Mantua	69
Marathon Pipeline	69
Marion Ethanol	138
Martin	69
Massilon Management	69
Masury	138
Materion	138
Mathews	69
Mayflower Vehicle	69
McDonald Steel	138
Mcknights	69

<b>Delivery Point</b>	<b>Voltage (kV)</b>
Medina	69
Medina Blanking	69
Medway	69
Merillat Industries	69
Mid America Packaging	69
Mill	69
Mill Creek	138
MILLIRON	138
Milton Lake	69
Mitsubishi Chemical Polymers	69
Modern T&D	69
Moen	69
Mohican	69
Moore	138
Moorefield	69
Morgan Real Est	69
Morton Salt Company	69
Moyno	69
Murray	138
Nasa	138
National Bronze	138
National Gypsum Co	69
National Latex Prod	69
National Mod Sub	138
Navarre	69
Navistar Assembly	69
Navistar Stamp	69
Negley	69
Nevada	69
New Departure	138
Newton Falls	138
Niles	138
Nimisila	69
Nordonia	138
Nordson Corporation	69
Norfolk Southern - Bellevue	69
North Hampton	69
North Lima	69
Nucor Steel Marion	138
Oakwood	69



<b>Delivery Point</b>	<b>Voltage (kV)</b>
Ohio Brass	69
Ohio Veterans Home	69
OH Star Forge	138
Old Forge	138
Omnova	69
Ontario	138
OS Kelly	69
Packaging Spec	69
Page	69
Palm Avenue	138
Parr Ind.	69
Parker Hannifin	69
Parkman	69
Pcc Airfoils Inc.	69
Pennant Midstream	69
Pepsico (g.c.b.)	69
Perrysville	69
Petersburg	69
Pidgeon	138
Pike	69
Pine	138
Pkg Corp Of America	69
Plastipak	69
Plattsburg	69
Poe	69
Polk	69
Polymer Pkg	69
Polyone (2076)	69
Poly One (2371)	69
Portage Lakes	69
PPG Arch Coatings	69
PPG Industries	69
Progressive Process	69
Prospect	69
PTC Alliance	69
Quaker City Castings	69
Quarry	69
Radnor	69
Randolph	69
Ravenna	69

<b>Delivery Point</b>	<b>Voltage (kV)</b>
Rectiv Metals	138
Redman 1	69
Reineke	69
Reinforement Sys	138
Republic Specialty Metals	138
Republic Steel	69
Rep Steel Arc	138
Rep Steel Vine	138
Reuter-Stokes Ge Twn	69
Richville	69
Richwood	69
Ridge Tool Co.	69
Ridgewood	69
Rittal	69
Rittman	69
Rittman Paperboard	69
Riverbend	138
Roberts	138
Robinson Memorial	69
Rockaway	69
Rockhill	69
Roechling Auto	69
Rona	69
Rose City Mfg	69
Rosemont	138
Ross	138
Rotek Inc.	69
Roth Brothers	69
Routh Packing	69
Rubbermaid	69
Ryan	138
Salem	69
Salt Springs	138
SANCAP	69
Sauer	69
Sawburg	69
Schaaf	69
Sebring	69
Shalmet Ohio Inc	69
Shawville	69
Sheffield	69
Shinrock	69
Shwengo Val High	69

<b>Delivery Point</b>	<b>Voltage (kV)</b>
Silfex	138
Singer	69
Sixth Street	69
Slater	138
Solae	69
Sourek Mod Sub	138
South Akron	138
South Amherst	69
Southeast	69
Southington	69
Spring Valley	69
Springfield Medical	69
St Austintown	69
St Elizabeth Hosp	69
St Josephs Hospital	69
Stanley Electric	69
Star (WCC 1)	138
Star (WCC 2)	138
Sterilite	69
Stevens	69
Stoney	138
Stow	69
Streetsboro	69
Strobel	69
Sumner	69
Sun Oil	69
Sun Pipeline Hudson	69
Sunoco Mogodore	69
Tech II	69
Terex	138
TWF Aquisition	69
Therm O Disc Inc.	69
Therm-O-Link	69

<b>Delivery Point</b>	<b>Voltage (kV)</b>
Thirty-Sixth	69
Tiger	69
Tippecanoe	69
Titus	69
Tlt Babcock	69
Tod	138
Tower Automotive	69
Treat	69
Tremco Inc.(hyco)	69
Trimble	69
TruCut	69
Tusc	138
Twenty-First	69
Twinsburg	69
Twinsburg Holding	138
Tyrell	69
U S Can Company	69
Urban	138
US Yachiyo	138
Utica E Ohio (Hagan)	138
V&M Star Steel	138
Valley	69
Ventra	69
Verizon	69
Vienna	69
Vienna AFB	69
Viking Forge	69
Villa	69
Vincent	69
Visteon	138
Wakeman	69
Washington	69
Waterworks	69
WCI (Evergreen)	138
Wells	69
West Akron	138

<b>Delivery Point</b>	<b>Voltage (kV)</b>
West Medina	138
West Ravenna	138
West Richfield	69
Western	69
Westville	69
Wickliffe 1	138
Wickliffe 2	69
Wil Rsrch	69
Wilbert Inc.	69
Willow Creek	69
Wilmer	69
Winckles	69
Windham	69
Wittenberg	69
Woodford	69
Wyoga	69
Yutaka	69
Zane	69
Zedaker	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.

**INTERCONNECTION AGREEMENT**

**Between**

**American Transmission Systems, Incorporated**

**and**

**Pennsylvania Power Company**

CONTENTS

	Page
<b>ARTICLE 1 – INTERCONNECTED OPERATION .....</b>	<b>3</b>
<b>ARTICLE 2 – SERVICE CONDITIONS.....</b>	<b>4</b>
<b>ARTICLE 3 – INTERCONNECTION POINT, METERING POINTS AND METERING .....</b>	<b>5</b>
<b>ARTICLE 4 - RECORDS .....</b>	<b>6</b>
<b>ARTICLE 5 – BILLING AND PAYMENT; TAXES.....</b>	<b>6</b>
<b>ARTICLE 6 – OPERATING COMMITTEE .....</b>	<b>7</b>
<b>ARTICLE 7 – INDEMNITY.....</b>	<b>8</b>
<b>ARTICLE 8 – ARBITRATION.....</b>	<b>8</b>
<b>ARTICLE 9 – TERM AND TERMINATION OF AGREEMENT.....</b>	<b>9</b>
<b>ARTICLE 10 – REGULATORY AUTHORITIES.....</b>	<b>9</b>
<b>ARTICLE 11 – RELOCATIONS, DISCONTINUANCE AND MODIFICATIONS OF INTERCONNECTION POINT.....</b>	<b>10</b>
<b>ARTICLE 12 – GENERAL.....</b>	<b>10</b>
<b>ARTICLE 13 – ASSIGNMENT.....</b>	<b>13</b>
<b>APPENDIX I INTERCONNECTION POINT.....</b>	<b>14</b>
<b>APPENDIX II DAS EQUIPMENT: OWNERSHIP, INSTALLATION AND MAINTENANCE.....</b>	<b>18</b>



## INTERCONNECTION AGREEMENT

THIS INTERCONNECTION AGREEMENT (this “Agreement”) is made and entered into as of this 29<sup>th</sup> day of May, 2018, 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”).

### 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 March 9, 2018 and accepted for filing in the Federal Energy Regulatory Commission (“FERC”) Docket No. ER18-1677-000 on June 25, 2018.

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/ Richard A. Ziegler

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



APPENDIX I  
Interconnection Points

Delivery Point	Voltage (kV)
Adams Ridge	69
Allegheny	69
Aqua Penna	69
Bedford	69
Bessemer	69
Blair Strip Steel	69
Bulk Mail Facility	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
Cemex Dragline (NIS)	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 Quality St	138
Enon Valley	69
Epworth	138
Essroc Materials	69
Essroc Materials 2	69
Evans City	69
Fernway	138
Fombell	69
Frew Mill	69
Borough of Grove City	69
GE (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
Kasgro Rail (NIS)	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
Mobile 2	69
New Castle	69
New Wilmington	69
PA Department of Corrections	69
Penn eq	69
Perry	69
Potter	69
PSC Metals	69
PTC Alliance	69
Public Welfare E	69
Public Welfare W	69
Pulaski	69
Ray Street	69
Richard	69
Rznr-Thms-Betts(ITT)	69
Seneca	138
Sharon	69
Sharon Coating	138
Sharon Tube	69
Sharpsville	69
Shpvlprd-NIS	138
Silver Street	69
State Line	69
Stoneboro	69
Swagelok MFG Co	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.

**Engineering and Construction Services Agreement**  
**between**  
**American Transmission Systems Inc.**  
**and**  
**Ohio Edison Company**  
**for the**  
**Silfex Customer Connection**

This Engineering and Construction Services Agreement (the “Agreement”) regarding Engineering and Construction Services (the “E & C Services”), dated as of June 6, 2018 is entered into by and between American Transmission Systems Inc. (“ATSI”), and Ohio Edison Company (“OE”) (ATSI and OE, each a “Party” and collectively the “Parties”).

**WHEREAS**, PJM Interconnection, L.L.C. (“PJM”) has functional control of ATSI’s transmission system (the “Transmission System”);

**WHEREAS**, ATSI is engaged in the transmission of electric energy, and OE is engaged in the distribution of electric energy;

**WHEREAS**, OE is electrically interconnected to ATSI at a number of transmission system interconnection points, pursuant to that certain Interconnection Agreement entered into by the Parties on October 18<sup>th</sup>, 2017 and accepted for filing by the Federal Energy Regulatory Commission (“FERC”) in Docket No. ER18-93-000 (“Interconnection Agreement”);

**WHEREAS**, ATSI is engaged in the “Energizing the Future” transmission initiative, whereby ATSI will be performing work on the ATSI Transmission System, which will require modifications to certain OE facilities (the “Project”); and

**WHEREAS**, the Parties wish to definitively agree on the respective rights and obligations of each Party relating to E & C Services related to the Project (defined below) by entering into this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

- 1. Definitions.** The following definitions shall apply:

- a. “Affiliate” means with respect to a corporation, partnership or other entity, each other corporation, partnership, or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.
- b. “Contractor(s)” means the person(s) or entity(s) designated by a Party to provide or perform all or a portion of the E & C Services, including the supply of any work, services, labor, supervision, equipment, data, materials or any other item.
- c. “E & C Services” means the work, services, goods, materials, equipment, labor, supervision, oversight, actions, and items performed or provided by each Party in connection with the construction and engineering required to complete the Project as described in this Agreement.
- d. “Equipment and Materials” means all materials and components necessary to construct ATSI and OE interconnection facilities necessary to complete the Project.
- e. “Force Majeure” means any occurrence beyond the reasonable control of a Party which affects or prevents performance of this Agreement, including, but not limited to, fire; flood; drought; earthquake; storm; lightning; explosion; strikes; labor disputes; labor or material shortage; war; terrorism; epidemic; sabotage; acts of public enemy; riot; civil disturbance or disobedience; damage to or failure of major equipment, plants, piping, or appurtenances; unavailability of transportation facilities; emergency or safety related circumstances; acts of God; acts or failure to act by governmental authority; regulatory requirements, regulations, or orders; failure to obtain permits or property rights; acts or omissions of third parties; court orders or other events whether or not the same or similar to the occurrences listed herein. Force Majeure does not include: (i) a failure of performance that is due to an affected Party’s own negligence or intentional wrongdoing; (ii) any removable or remediable causes (other than settlement of a strike or labor dispute) which an affected Party fails to remove or remedy within a reasonable time; or (iii) economic hardship of an affected Party.
- f. “Good Utility Practice” means, unless otherwise expressly provided for in this Agreement, those practices, methods and acts with respect to the design, construction, installation, operation, maintenance, repair, replacement, reinforcement, rearrangement, purchase, selection, examination, review, inspection or acceptance of any facility or equipment 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.
- g. “Hazardous Substances” means any chemicals, materials or substances defined as or included in the definition of “hazardous substances,”

“hazardous wastes,” “hazardous materials,” “hazardous constituents,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “radioactive substances,” “contaminants,” “pollutants,” “toxic pollutants” or words of similar meaning and regulatory effect under any applicable environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by applicable Law.

- h.** “Law” means all applicable federal, state, county and municipal laws, statutes, ordinances, resolutions, rules and regulations as well as the requirements of all commissions, boards, bodies and agencies having jurisdiction over ATSI, OE, or the E & C Services or over any persons or entities performing or providing any portion of the E & C Services.
  - i.** “OE” means The Ohio Edison Company.
  - j.** “OE Project Facilities” means the OE owned facilities that are to be constructed, modified and/or relocated in connection with the completion of the Project as described in this Agreement and in Schedule 2.
  - k.** “ATSI” means American Transmission Systems Inc.
  - l.** “ATSI Project Facilities” means the ATSI owned facilities that are to be constructed, modified and/or relocated in connection with the completion of the Project as described in this Agreement and in Schedule 1.
  - m.** “Project Facilities” means either the “ATSI Project Facilities” or the “OE Project Facilities,” or both, as the context warrants.
  - n.** “Schedule of Work” means the schedule for performing the E & C Services as set forth in Schedule 3.
  - o.** “Written Notice” means a writing delivered via personal delivery or upon receipt by fax, e-mail (with confirmation of receipt) registered or certified U.S. mail or courier service to the individuals specified in Article 13 of this Agreement.
- 2. Roles and Responsibilities.** This Agreement addresses how costs, reimbursement and other responsibilities and obligations are allocated between the Parties.
- 3. Scope of E & C Services.** The E & C Services to be performed by ATSI and its Contractor(s) are described in the attached Schedule 1, “Scope of Work”. All E & C Services to be performed by ATSI shall meet the requirements of each of the National Electrical Safety Code (“NESC”), Good Utility Practice, pertinent PJM design criteria, ATSI and/or Contractor standards and specifications, and Law.
- The E & C Services to be performed by OE and its Contractor(s) are described in the attached Schedule 2, “Scope of Work”. All E & C Services to be performed by OE shall meet the requirements of each of the NESC, Good Utility Practice, pertinent PJM design criteria, and Law.
- 4. Location of E & C Services.** To the extent necessary for the performance of the E & C Services, each Party shall arrange to have the appropriate easement or other necessary access right granted to the other Parties. Each Party will obtain any and all new rights-of-way, or other necessary access right, deemed necessary by such Party for the relocation/modification of its Project Facilities.

5. **Schedule of E & C Services.** Each Party shall use reasonable commercial efforts in order to perform its respective E & C Services in accordance with Schedule 3, "Schedule of Work." The "Preliminary Outage Schedule" is attached hereto as Schedule 4. The Schedule of Work and Preliminary Outage Schedule shall be revised as required by mutual agreement of the Parties, which agreement shall not be unreasonably withheld, conditioned or delayed.
6. **Changes to the Scope of E & C Services.** Any material change, modification, increase or reduction to the Scope of Work contained in Schedule 1 or Schedule 2, the ATSI Project Facilities, or the OE Project Facilities, shall be subject to the prior mutual agreement of the Parties and no such material change, modification, increase or reduction shall be effective unless Schedule 6, "Scope of Work Amendment or Modification Form," is entered into by the Parties and executed by their duly authorized representatives.
7. **Safety.**
  - a. General. Each Party agrees that all work performed on Project Facilities by a Party that may reasonably be expected to affect the other Party shall be performed in accordance with Good Utility Practice and all Law pertaining to the safety of persons or property. A Party performing E & C Services within the boundaries of the other Party's facilities must abide by the safety rules applicable to the site. Notwithstanding the foregoing, when E & C Services are being performed in an area controlled by the other Party, the Party performing the E & C Services will abide by the safety, security and work rules applicable to that area.
  - b. Environmental Releases. Each Party shall notify the other Parties, first orally and then in writing, of the release of Hazardous Substances, such as any asbestos, Polychlorinated Biphenyls (PCBs), mercury or lead abatement activities, or any type of remediation activities, each of which may reasonably be expected to affect the other Party, as soon as possible but not later than twenty four (24) hours (unless a shorter period is required by Law) after the Party becomes aware of the occurrence, and shall promptly furnish to the other Party copies of any reports filed with any governmental agencies addressing such events.
8. **General Payment Responsibilities.**
  - a. ATSI's responsibility to reimburse OE for the E & C Services to be performed by OE and/or its Contractor(s) shall include, but not be limited to, the following related to the work described in Schedule 2:
    - i. Actual quantities of labor and material expended and the sum due for the E & C Services, including, but not limited to Contractor costs as well as the costs of restoring, protecting, temporarily or permanently relocating, and rearranging OE property or other property or facilities;
    - ii. Cost of surveying, verifying and locating existing facilities, including but not limited to, test pits, correspondence, meetings, and exchanges of information;

- iii. Cost of engineering, supervision, equipment of and for the E & C Services and for the cost of pensions, insurance and taxes and other indirect costs for OE and/or Contractor employees performing E & C Services;
- iv. Cost of additional right of way acquisition and permitting costs as applicable. Said costs may include, but are not limited to, any and all permits required under Federal, State or local laws or regulations for OE and/or its Contractor(s) to perform the E & C Services described herein and the costs of negotiations and acquisition of additional right of way;
- v. Costs associated with any soil removal and/or use of Hazwoper-trained workers required for provision of the E & C Services; and
- vi. Tax Gross-Up.
  - 1. OE will treat payments made by ATSI to OE pursuant to this Agreement as taxable contributions to capital for compliance purposes under the Internal Revenue Code and any applicable state tax laws. ATSI will initially pay any gross-up for income taxes in connection with its payments required by this Agreement. ATSI may, at its own expense, or OE shall, upon the timely written request by ATSI and at ATSI's expense, seek final determination by the Internal Revenue Service of the tax status of payments made pursuant to this Agreement. If ATSI requests OE to obtain such final determination, ATSI shall advance to OE on a periodic basis as requested by OE the estimated costs of obtaining such determination. In the event a final determination is made by the Internal Revenue Service that any payment by ATSI to OE pursuant to this Agreement constitutes a non-taxable contribution in aid of construction, within thirty (30) days from receipt of such final determination, OE shall refund to ATSI any payment(s) attributable to the amount determined to be non-taxable, plus interest received by, or credited to, OE in connection with the treatment of its tax returns and the ultimate refund by taxing authorities related to such final determination.
  - 2. The Parties acknowledge that, with respect to any other services that may be performed by one Party hereunder for the other Party under this Agreement or otherwise: (A) ATSI's agreement to make any tax gross-up under this Article 8(a) (vi) for E & C Services shall not be deemed to establish any precedent; and (B) the Party seeking a tax gross-up for such other services shall provide written notice of the gross-up to the other Party.

**9. Invoices and Payment.**

- a.** Upon execution of this Agreement by the Parties, ATSI shall furnish to OE a payment in the amount provided for in Schedule 5 to this Agreement, which represents the estimated costs and expenses for OE's completion of the E & C Services relating to the work as set forth in Schedule 2.
- b.** Within one hundred and twenty (120) days after OE's completion of the E & C Services as set forth in Schedule 2, OE shall furnish to ATSI a final reconciliation statement (the "Final Reconciliation Statement") specifying the nature and amount of the costs actually incurred by OE in connection with the E & C Services relating to the work, as set forth in Schedule 2, including the installation, testing and commissioning related to the OE Project Facilities, compared with the amount collected under the payment provisions of Schedule 5.

  - i.** In the event that the Final Reconciliation Statement contains total costs and expenses that exceed the amount collected under the payment provisions of Schedule 5, OE will issue to ATSI a final reconciliation invoice (the "Final Reconciliation Invoice") contemporaneously with the Final Reconciliation Statement. ATSI shall furnish to OE a payment for such difference within 30 days after ATSI's receipt of the Final Reconciliation Invoice.
  - ii.** In the event that the Final Reconciliation Statement contains total costs and expenses that are less than the amount collected under the payment provisions of Schedule 5, OE shall furnish to ATSI a refund payment in the amount of such difference within 30 days after ATSI's receipt of the Final Reconciliation Statement.
- c.** In connection with the reconciliation, ATSI shall have the right to review, after a timely request therefore, ATSI's documentation of its costs and expenses for providing the E & C Services necessary to enable ATSI to verify the accuracy of the Final Reconciliation Statement. However, such review shall not extend the due date of, or extend, postpone or otherwise affect ATSI's obligation to pay within thirty (30) days any amounts due as described in the Final Reconciliation Statement.
- d.** In the event that ATSI disputes the correctness of any portion of the Final Reconciliation Statement, it shall pay the portion that is not in dispute. The Parties agree to negotiate in good faith to resolve the disputed amount. If a resolution of such dispute is not achieved thereby, then the Parties agree to resolve such dispute in accordance with Article 26 of this Agreement. Upon resolution of such dispute, the Parties will adjust the payment amount to reflect the resolution and any overpayment or underpayment will be reconciled in accordance with this Article 9 of this Agreement.

10. **Inspection and Testing.** Each Party shall perform routine inspection and testing of its Project Facilities in accordance with Good Utility Practice. Each Party shall have the right, upon reasonable advance written notice, at its own expense, to inspect the other Party's Project Facilities.
11. **Other Considerations.**
  - a. All transmission outages in connection with the provision of E & C Services will or have already been scheduled by OE in accordance with Schedule 4, "Preliminary Outage Schedule," will or have been approved by PJM, and are or will be reflected in the PJM Outage Schedule. No generating unit outages will be required to complete the scope of work related to the E & C Services for the Parties.
  - b. The cancellation or change of any transmission outage(s) scheduled by OE in the performance of this Agreement will be subject to PJM requirements and approved by PJM.
  - c. All structure loading and electrical clearances will be designed to meet the requirements of each of the NESC, Good Utility Practice, pertinent PJM design criteria and OE and/or FirstEnergy standards and specifications.
  - d. In the event there are any ATSI Project Facilities constructed under the terms of this Agreement, they shall be the sole property of the appropriate ATSI Party, and the appropriate ATSI Party shall be solely responsible for their operation, repair and maintenance. The OE Project Facilities constructed under the terms of this Agreement shall be the sole property of OE, and OE shall be solely responsible for their operation, repair and maintenance.
  - e. Schedules 1 through 5, inclusive, are incorporated by reference into this Agreement in their entirety, and any modification to the Scope of Work for E & C Services effected through the use of Schedule 6 will likewise be incorporated by reference into this Agreement.
12. **Contractors.** Nothing in this Agreement shall prevent each Party from utilizing the services of a Contractor(s) as it deems appropriate to perform its obligations under this Agreement, provided, however, that each Party shall require its Contractor to comply with all applicable terms and conditions of this Agreement in performing such obligations.



13. **Written Notice.** All notices pertaining to this Agreement shall be in writing and directed to the following individuals for their respective organizations, provided however that any Party may change the individuals designated to receive Written Notice by providing Written Notice of such change to the other Party:

<b>a. For ATSI:</b>		<b>With a copy to :</b>	
Name:	Michael J. Thorn FERC & Wholesale Connection Support, Manager	Name:	Legal Department Attn: Attorney for FERC & Wholesale Connection Support
Address:	FirstEnergy Service Company 76 South Main Street Akron, OH 44308	Address:	FirstEnergy Service Company 76 South Main Street Akron, OH 44308
Phone:	(330) 384-3889	Phone:	(330) 761-4307
Fax:	(330) 761-4388	Fax:	(330) 777-6521
Email	_____	Email	_____

<b>b. For OE:</b>		<b>With a copy to:</b>	
Name:	Michael J. Thorn FERC & Wholesale Connection Support, Manager	Name:	Legal Department Attn: Attorney for FERC & Wholesale Connection Support
Address:	FirstEnergy Service Company 76 South Main Street Akron, OH 44308	Address:	FirstEnergy Service Company 76 South Main Street Akron, OH 44308
Phone:	(330) 384-3889	Phone:	(330) 761-4307
Fax:	(330) 761-4388	Fax:	(330) 777-6521
Email	_____	Email	_____

14. **Assignment.** Neither this Agreement nor any interest therein shall be assigned by any Party without the prior written consent of the other Party; provided, however, that any Party may assign this Agreement, in whole or in part, to an Affiliate or successor of such Party that owns and operates all or any portion of such Party's transmission system (meaning those facilities of such Party that are classified as transmission facilities in the PJM Open Access Transmission Tariff), including a regional transmission organization, an independent system operator or an independent transmission company. Notwithstanding the foregoing, any Party may assign this Agreement to a successor to all or substantially all of the assets of such Party by way of merger, consolidation, sale or otherwise, provided that such successor assumes and becomes liable for all of such Party's duties and obligations hereunder. No assignment of rights or obligations under this Agreement by a Party will relieve such Party from liability and financial responsibility for the performance thereof after such assignment unless and until the assignee agrees in writing to assume the obligations and duties of that Party under this Agreement and the non-assigning Party have consented in writing to such assumptions and to a release of the

assigning Party from such liability, said consent not to be unreasonably withheld or delayed.

15. **No Waiver.** A Party's failure to insist in any one or more instances upon strict performance of any provision of the Agreement, or failure or delay to take advantage of any of its rights or remedies hereunder, violation, or default, shall not be construed as a waiver by the Party of any such performance, provision, right, breach, violation, or default, either then or for the future. Any waiver shall be effective only if in writing and signed by each Party's authorized representative, and only with respect to the particular case expressly covered therein.
16. **Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the law of the State of Ohio. Any legal claim, suit, proceeding, or action brought by a Party shall be brought in an Ohio state court or a federal court located in Ohio.
17. **Headings.** The headings assigned to the Articles of this Agreement are for convenience only and shall not limit the scope and applicability of the Articles.
18. **Survival.** All provisions providing for limitation of or protection against loss or liability of the Parties, including all protections and indemnities, shall survive termination, suspension, cancellation or expiration of this Agreement.
19. **Force Majeure.** The Parties acknowledge that Force Majeure events may affect the performance of this Agreement and agree as follows:
  - a. The Parties shall not be liable to each other for any breach or failure to perform under this Agreement caused by Force Majeure, provided that Force Majeure shall not excuse ATSI from its obligations to pay OE under this Agreement for all costs and expenses for E & C Services, whether such costs and expenses were incurred before or after the Force Majeure event.
  - b. Where Force Majeure continues for more than ninety (90) days, any Party may, at its option, terminate this Agreement upon thirty (30) calendar days advance Written Notice. In the event of termination in accordance with this Article of the Agreement, no Party shall have any further responsibility or liability to the other, except for the payment for all costs and expenses for E & C Services relating to the Radial Modifications, whether such costs and expenses were incurred before or after the Force Majeure event performed on or before the date of termination.
20. **Environmental.** In the event that Hazardous Substances are encountered in the course of E & C Services, the following shall apply:
  - a. No Party shall be responsible for the handling, removal, disposal or remediation of the Hazardous Substances, unless the presence of said Hazardous Substances was caused or likely to have been caused by that Party, or its Contractor(s). Such Party shall be responsible for satisfying reporting requirements required by Law.
  - b. In the event Hazardous Substances are found on ATSI property, or on property occupied by ATSI pursuant to easement, license or other such right, and were not caused by OE or its Contractor(s), ATSI shall be responsible for bearing the costs and expenses associated with the handling, removal,

disposal or remediation of said Hazardous Substances. ATSI shall be responsible for satisfying reporting requirements required by Law.

- c. In the event Hazardous Substances are found on OE property, or on property occupied by OE pursuant to easement, license or other such right, and were not caused by ATSI or its Contractor(s), OE shall be responsible for bearing the costs and expenses associated with the handling, removal, disposal or remediation of said Hazardous Substances. OE shall be responsible for satisfying reporting requirements required by Law.

**21. Limitations of Liability.** The following limitations of liability shall apply:

- a. No Party shall be liable for any delays in performing the E & C Services, provided that a Party, its Contractor(s) or suppliers do not willfully act to delay the Project.
- b. The liability of a Party under this Agreement shall be limited to direct actual damages.
- c. Except as provided in Section 22, no Party shall be liable for any special, indirect, incidental, punitive, or consequential losses, damages, judgments, fines, penalties, costs or expenses whatsoever including, but not limited to: (i) delayed, lost or reduced profits, revenues, efficiency, productivity, bonding capacity, business opportunities; or (ii) increased or extended overheads, operating, maintenance, depreciation, financing costs or expenses arising out of, related to, or in connection with the performance or breach of this Agreement whether based upon contract, tort (including negligence), warranty, strict liability or under any other legal or equitable theory.

**22. Indemnification.**

- a. General.

Each Party (an "Indemnifying Party") shall indemnify and hold harmless the other Party (the "Indemnified Party"), and the Indemnified Party's officers, agents, servants, employees, shareholders, Contractors, subcontractors, suppliers, successors, and assigns, from and against any and all liabilities, losses, liens, damages, judgments, fines, penalties, fees or expenses (including reasonable attorneys' fees) due to personal injury, death, or occupational disease of any person, including, but not limited to, the Indemnified Party's employees or agents; or due to loss or damage to any real or personal property; which in whole or in part arise out of, relate to, result from, or are connected with the Indemnifying Party's negligence or intentional misconduct in the performance of this Agreement, except to the extent caused by the Indemnified Party's intentional misconduct or negligence.

- b. Obligation to Defend.

An Indemnifying Party shall, at the Indemnified Party's option and at the Indemnifying Party's own cost and expense, defend the Indemnified Party, and the Indemnified Party's officers, agents, servants, employees, shareholders, Contractors, subcontractors, suppliers, successors, and assigns, from and against any and all liabilities, losses, liens, damages, judgments,

finances, penalties, fees or expenses (including reasonable attorneys' fees) due to personal injury, death, or occupational disease of any person, including, but not limited to, the Indemnified Party's employees or agents; or due to loss or damage to any real or personal property; which in whole or in part arise out of, relate to, result from, or are connected with the indemnifying Party's negligence or intentional misconduct in the performance of this Agreement, except to the extent caused by the indemnified Party's intentional misconduct or negligence. Without the consent of the applicable Indemnified Party, which shall not be unreasonably withheld, an Indemnifying Party may not settle any such claim for any relief (including monetary damages) or any claim in the nature of regulatory or similar legal enforcement action by a governmental authority. For purposes of fulfilling its duties to defend, indemnify and hold harmless, each Party waives its immunities, rights, or defenses that may be available under applicable Worker's Compensation Laws.

**23. Insurance.**

- a. Prior to the start of E & C Services, each Party performing E & C Services will at its own expense, procure and maintain in effect during performance and until final completion and acceptance of any E & C Services under this Agreement the following minimum insurance coverages with carriers acceptable to the other Party, including:
  - i. Workers' Compensation insurance in accordance with statutory limits, as required by the State of Ohio, and Employer's Liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence.
  - ii. Commercial General Liability insurance providing coverage for premises, bodily injury, property damage, personal injury, advertising liability, blanket contractual liability covering a Party's obligations under this Agreement, products and completed operations for not less than three (3) years from the date that Party completes the E & C Services, coverage for independent contractors and broad form property damage coverage with limits of not less than one million dollars (\$1,000,000) for each occurrence with an annual aggregate of three million dollars (\$3,000,000) per location where E & C Services are performed.
  - iii. Commercial Automobile Liability insurance providing coverage for all owned, non-owned, and hired vehicles, trailers or semi-trailers designed for travel on public roads used by each Party in the connection with the E & C Services with a combined single limit of not less than one million dollars (\$1,000,000) for each occurrence of bodily injury, including death, and property damage.
  - iv. Excess or Umbrella Liability insurance with a limit of not less than five million dollars (\$5,000,000) for each occurrence with an annual aggregate of five million dollars (\$5,000,000) per location where the E & C Services are performed. This limit applies in excess of each of the coverages set forth above in Article 23(a)(i) (Employer's

Liability), Article 23(a)(ii) (Commercial General Liability insurance) and Article 23(a)(iii) (Commercial Automobile Liability insurance), which are scheduled as primary. Any of the above per-occurrence limits may be satisfied by a combination of primary and excess liability coverage.

- v. Pollution/Environmental Liability insurance with a minimum limit of five million dollars (\$5,000,000) each occurrence where the work involves or includes a Party handling, transporting, disposing, or performing work or operations with Hazardous Substances. For insurance purposes, the terms and definitions relating to Pollution Liability as utilized in the AEGIS Excess Liability policy will be used.
  - vi. The insurance coverages provided under this Agreement shall not contain any restrictions or limitations that are inconsistent with each Party's rights under this Agreement.
  - vii. All above-mentioned insurance policies shall provide the following: be primary to any other insurance carried by each Party with respect to such Party's negligence; contain standard cross-liability provisions; and provide for a waiver of all rights of subrogation against each Party or its insurers.
- b.** Additional Insured Requirement: The Commercial General Liability and Excess or Umbrella Liability insurance policies shall name the other Party and their successors and assigns, as additional insureds and each Party shall maintain the required coverages for a period of not less than three (3) years from the date a Party completes the E & C Services.
  - c.** Evidence of Insurance: Prior to the start of any E & C Services by and subsequently upon request of a Party, such Party shall deliver to the other Party's contracting representatives, evidence of the required insurance coverage in the form of Certificates of Insurance. Each Party shall provide at least thirty (30) days prior written notice to the other Party in the event the minimum insurance coverages outlined in this Section 23 are canceled or non-renewed.
  - d.** Ratings: All insurance coverages required under this Agreement shall be provided by insurance companies having ratings of A-/VII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the latest date stated in the Certificates of Insurance referred to in Article 23(d) above (Evidence of Insurance)).
  - e.** Failure to Obtain and Maintain Insurance: Failure to obtain and maintain the insurance required under this Agreement shall constitute a material breach of this Agreement and the breaching Party will be liable for any and all costs, liabilities, and damages (including attorney's fees, court costs, and settlement expenses) resulting to the other Party from such breach.
  - f.** Each Party's Obligations Not Limited: The insurance requirements set forth above are to protect each Party from any and all claims by third parties, including employees of each Party, its agents, Contractor(s) and invitees.

Said insurance, however, is in no manner to relieve or release a Party, its agents, Contractor(s) and invitees from, or limit their liability as to, any and all obligations assumed under this Agreement.

**24. Breach.**

- a. A breach of this Agreement shall occur upon: (a) the failure of a Party to pay any amount when due; (b) the failure of a Party to comply with any material term or condition of this Agreement, including any material breach of a representation, warranty or covenant; (c) any assignment of this Agreement in a manner inconsistent with its terms; or (d) the failure of a Party to provide access rights, or a Party's attempt to revoke or terminate access rights, that are required by the other Party to perform E & C Services under this Agreement.

**25. Termination.**

- a. This Agreement shall automatically terminate upon the completion of the E & C Services and payment in full pursuant to the Final Reconciliation Statement.
- b. This Agreement may be terminated by mutual consent of the Parties.
- c. This Agreement may be terminated by a Party in the event that a Party breaches this Agreement and the breach has not been cured within sixty (60) calendar days after the affected Party provides Written Notice of such breach to the breaching Party in accordance with the notification provisions of Article 13. During the sixty (60) calendar days following the Party's delivery of notice of breach pursuant to Article 13 to the breaching Party, the non-breaching Party may at its sole discretion suspend its performance under this Agreement.
- d. Upon the termination of this Agreement for reasons other than pursuant to Article 25(a), each Party shall be obligated, if directed by the other Party, to remove its equipment, facilities, and debris related to the E & C Services from the directing Party's property and restore such property, as close as practicable, to its condition prior to the commencement of the E & Services. The access and other property rights granted to each Party under this Agreement shall survive such termination to the extent needed by each Party to perform its obligations under this Article 25(d).

**26. Dispute Resolution.**

- a. Notice of any claim or dispute, which any Party may have against any other, arising out of this Agreement, shall be submitted in writing to the other Party in accordance with the notification provisions of Article 13, not later than sixty (60) days after the circumstance which gave rise to the claim or dispute was to have taken place. If agreed by each Party, the Parties may submit a dispute to mediation and the following provisions shall apply.
- b. In the mediation process, the Parties will try to resolve their differences voluntarily with the aid of an impartial mediator, who will attempt to facilitate negotiations. The mediator will be selected by agreement of the Parties as soon as practical after the Parties have agreed to submit the matter

to the mediation process. Each Party shall provide the other with a list of no less than three (3) and no more than five (5) mediators, and the other Party or Parties may strike as many names as it chooses. If the Parties cannot agree on a mediator, a mediator will be selected by the American Arbitration Association (“AAA”) at the request of a Party.

- c. The Parties agree that any and all mediation will be conducted in the AAA offices in or nearest to Akron, Ohio, and in the manner specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute.
- d. Unless otherwise agreed to, the mediation process shall be concluded not later than six (6) months after the date that it is initiated. The decision must be in writing and contain the reasons for the decision. The mediator shall have the authority only to recommend interpretations of the terms and conditions of this Agreement and shall have no power to modify any term or condition of this Agreement.
- e. If any dispute is not settled by mediation, then any Party may pursue any and all rights and remedies available to it under this Agreement, in law or in equity. Notwithstanding the mediation hereunder, the Parties have the right to proceed directly to court to seek relief in law or in equity.
- f. The submission of a dispute to mediation shall not limit or in any way affect the applicable Party’s right to effect remedies or limit such Party’s rights under this Agreement or otherwise.

**27. Audit of Records.**

- a. Maintenance of Records. For any E & C Services performed hereunder, each Party shall keep a detailed account of all costs necessary for proper financial management with a system in accordance with Generally Accepted Accounting Principles, consistently applied. Maintaining proper records shall not relieve a Party of its responsibility to document properly all invoices submitted for payment.
  - i. Each Party, including its agents or employees, shall have access to the other Party’s books, vouchers, memoranda, records, data, and other documents relative to the E & C Services, for inspection, audit, or reproduction. Each Party shall preserve all of the above records for two years after final payment, during which time a Party shall have the right to perform any audit, inspection, or reproduction it may desire. If discrepancies or questions arise, the records shall be preserved until an agreement is reached between the Parties. Each Party reserves the right to recover any overcharges or incorrect charges from the other Party.
  - ii. Any audit conducted by a Party shall be at its expense; provided, however, that if it is determined that a Party incorrectly charged the auditing Party, the former shall be liable to the other for all charges, including the amount of the overcharge or incorrect charge and cost of audit or other investigation.

- iii. Time of Audit. Audits shall take place at times and places to be mutually agreed upon.
- 28. **Conflicts**. In the event of any conflict between a provision in this Agreement and that of a Schedule, such conflict shall be resolved in favor of the terms set forth in such Schedule.
- 29. **Entire Agreement**. This Agreement constitutes the full, complete and only agreement between the Parties at this time with respect to the E & C Services and supersedes all prior communications, agreements, and understandings, whether written or oral, concerning such matters. This Agreement cannot be modified or amended verbally and can only be changed via a formal written agreement between the Parties, executed by both their duly authorized representatives.
- 30. **Existing Arrangements**. Nothing in this Agreement shall supersede, nullify or otherwise modify any pre-existing policies, programs, procedures or arrangements between the Parties. In the event of any conflict between a term or condition of this Agreement and any such pre-existing policy, program, procedure or arrangement, the latter shall control.

**[Signatures on the next page]**





## **Schedule 1**

### **Scope of Work for ATSI**

- **Inverness:** Install and own new 138kV 3 breaker ring bus and associated equipment. Install and own two new 138kV transmission lines from Inverness tapping the East Springfield-London line.

## Schedule 2

### Scope of Work for OE

- **Inverness:** Construct tap line from Inverness substation to customer substation

### **Schedule 3**

#### **Schedule of Work**

ATSI and OE will work collaboratively to develop timely schedules and milestone dates for the work to be completed on various Energizing the Future projects to complete the Scope of Work described in Schedules 1 and 2 on or about:

- **Inverness:** October 2018

## **Schedule 4**

### **Preliminary Outage Schedule**

- **Inverness:** September 2018

## **Schedule 5**

### **Payment Schedule**

Actual costs incurred by ATSI estimated as defined below and will be charged to OE after the project is placed into service.

- **Inverness:** \$5,600,000

## Schedule 6

### SCOPE OF WORK AMENDMENT OR MODIFICATION FORM

This SCOPE OF WORK AMENDMENT OR MODIFICATION FORM, dated as of \_\_\_\_\_, is by and between American Transmission System Inc. (“ATSI”) and Ohio Edison Company (“OE”). ATSI and OE may each be referred to herein individually as a “Party,” and together as the “Parties.”

#### WITNESSETH

**WHEREAS**, ATSI and OE are parties to an Engineering and Construction Services Agreement dated [ ]; and

**WHEREAS**, the Engineering and Construction Services Agreement between ATSI and OE contemplates that the Parties may from time to time agree to certain modifications in the Scope of Work; and

**WHEREAS**, by execution of this Scope of Work Amendment or Modification Form the Parties intend to alter the Scope of Work provided in the Engineering and Construction Services Agreement; and

**WHEREAS**, but for the modifications specifically described below, the Parties intend for all other terms and provisions of the Engineering and Construction Services Agreement to be applicable and take precedence over this Scope of Work Amendment or Modification Form.

**NOW, THEREFORE**, in consideration of the foregoing, the Parties hereby agree as follows:

1.1 Additional Work to be Performed by ATSI:

1.2 Additional Work to be Performed by OE:

2.1 Cost Responsibilities for the Additional Work contemplated in Sections 1.1 and 1.2:

**IN WITNESS WHEREOF**, ATSI and OE have caused this Scope of Work Amendment or Modification Form to be duly executed and delivered by their respective duly authorized officers as of the date first above written.

AMERICAN TRANSMISSION SYSTEMS INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

OHIO EDISON COMPANY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**AMENDED INTERCONNECTION AGREEMENT**

**Between**

**American Transmission Systems, Incorporated**

**and**

**Ohio Edison Company**

CONTENTS

	Page
<b>ARTICLE 1 – INTERCONNECTED OPERATION.....</b>	<b>3</b>
<b>ARTICLE 2 – SERVICE CONDITIONS.....</b>	<b>4</b>
<b>ARTICLE 3 – INTERCONNECTION POINT, METERING POINTS AND METERING .....</b>	<b>5</b>
<b>ARTICLE 4 - RECORDS .....</b>	<b>6</b>
<b>ARTICLE 5 – BILLING AND PAYMENT; TAXES.....</b>	<b>6</b>
<b>ARTICLE 6 – OPERATING COMMITTEE .....</b>	<b>7</b>
<b>ARTICLE 7 – INDEMNITY AND INSURANCE .....</b>	<b>8</b>
<b>ARTICLE 8 – ARBITRATION.....</b>	<b>8</b>
<b>ARTICLE 9 – TERM AND TERMINATION OF AGREEMENT .....</b>	<b>9</b>
<b>ARTICLE 10 – REGULATORY AUTHORITIES .....</b>	<b>9</b>
<b>ARTICLE 11 – RELOCATIONS, DISCONTINUANCE AND MODIFICATIONS OF INTERCONNECTION POINT.....</b>	<b>10</b>
<b>ARTICLE 12 – GENERAL.....</b>	<b>10</b>
<b>ARTICLE 13 – ASSIGNMENT .....</b>	<b>13</b>
<b>APPENDIX I INTERCONNECTION POINT .....</b>	<b>14</b>
<b>APPENDIX II DAS EQUIPMENT: OWNERSHIP, INSTALLATION AND MAINTENANCE.....</b>	<b>39</b>

## AMENDED INTERCONNECTION AGREEMENT

THIS AMENDED INTERCONNECTION AGREEMENT (this “Agreement”) is made and entered into as of this ~~21st~~<sup>9<sup>th</sup></sup> day of ~~May~~<sup>March</sup>, 2018, by American Transmission System, Incorporated (“ATSI”), and The Ohio Edison Company (“OE”). ATSI and OE 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”).

### 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, OE 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 ForceMajeure

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.
- (b) The Parties acknowledge and understand that the signature of the authorized officer of PJM on this Agreement is for the limited purpose of acknowledging that representatives of PJM have read the terms of this Agreement. The Parties and PJM further state that they understand that FERC desires that the Parties keep PJM fully apprised of the matters addressed herein as well as any reliability and planning issues that may arise under this Agreement, and that the signature of the PJM officer shall not in any way be deemed to imply that (a) PJM is taking responsibility for the actions of any Party, (b) PJM has any affirmative duties under this Agreement, or (c) PJM is liable in any way under this Agreement.



## 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. 3992 entered into by the Parties on ~~September March 18, 2017-2018~~ and accepted for filing in the Federal Energy Regulatory Commission (“FERC”) Docket No. ER18-~~931677~~-000 on ~~JuneDecember 8, 20172018~~.

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.

OHIO EDISON COMPANY

By:  /s/ Thomas R. Pryatel

Printed Name: Thomas R. Pryatel  
Title: Director, ED Operations Services  
SA NO: 3992

AMERICAN TRANSMISSION SYSTEMS INC.

By:  /s/ Richard A. Ziegler

Printed Name: Richard A. Ziegler  
Title: Director, FERC & RTO Technical Support  
FirstEnergy Service Company, on behalf of  
American Transmission System, Incorporated Company  
SA NO: 3992

The signature below of the authorized officer of PJM is for the limited purpose of acknowledging that a representative of PJM has read this Agreement as of the 27th day of June, 2018.

PJM INTERCONNECTION, L.L.C.

By: /s/ Michael E. Bryson

Printed Name: Michael E. Bryson

Title: Vice President, Operations

SA NO: 3992

APPENDIX I  
Interconnection Points

Delivery Point	Voltage (kV)
<del>Guilford Mod Substation, Tap of Sammis Pidgeon</del>	<del>138</del>
<del>21st-Centry Dearbrn</del>	<del>69</del>
<del>A-O Smith</del>	<del>69</del>
A S Salem	69
Abbe	69
Acme Hill	69
Adams	69
Aero	69
Aerolite	69
Aetna	<del>138/23</del>
Airco	138
AirPark	138
<del>Ak.lake Rockwell</del>	<del>69</del>
<del>AK Steel</del>	<del>138</del>
<del>Akron Pollution</del>	<del>69</del>
<del>Alliance</del>	<del>69</del>
<del>Alcoa</del>	<del>138</del>
Alliance Castings	138
Alliance Machine	69
<del>Allied Erecting</del>	<del>69</del>
<del>Alpine (Cottage Grove) Sub</del>	<del>138</del>
Alta	69
Am Augers	69
Amer St City	69
<del>Amcor Plastics</del>	<del>69</del>
<del>Amer.crucible Prod.</del>	<del>69</del>
Andover	69
<del>Arcelor Mtl (Roberts)</del>	<del>138</del>
<del>Arco Pipe Line Co</del>	<del>69</del>
<del>Artesian Industries</del>	<del>69</del>
<del>Ashland Castings</del>	<del>69</del>
Ashland Chemical Co.	69
Ashland City Of(wtr)	69
Ashland College	69
<del>Ashland Rec</del>	<del>69</del>
Aurora	69
Aurora Plastics	69
<del>Aven</del>	<del>345</del>
<del>AWPCS—Akron Sewage</del>	<del>69</del>
Axtel	69
B & W	138
Babb	<del>138/23</del>
Babcock & Wilcox Res	69

Delivery Point	Voltage (kV)
<del>Baird Rd Rec</del>	<del>69</del>
<del>Baillie Lumber</del>	<del>69</del>
<del>Ball Corp</del>	<del>69</del>
Bancroft	69
Barberton	138/ <del>23</del>
BASF Catalyst	69
BASF <del>Lake Erie</del> CORP	69
Bath	138
<del>Bath Mod Sub</del>	<del>138</del>
Baumhart	69
<del>Bechtel McLaughlin</del>	<del>69</del>
<del>Becotek</del>	<del>69</del>
Beechwood	69
Belden Publishing	69
Belle Vista	69
Bellepoint	138
Bellevue	69
<del>Bendix Honeywell</del>	<del>69</del>
Berlin Center	69
<del>Berlin Dam</del>	<del>69</del>
<del>Berlin Lake Area</del>	<del>69</del>
<del>Berlin Lake Boardman, Berlin Lake Pidgeon</del>	<del>69</del>
Big Plain	69
Bingham	69
Bloomfield	69
Bluebell	138
Boardman	<del>138</del> 69
Boardman Sewage	69
Bogart	69
Bowman	69
<del>BP Oil Pipeline</del>	<del>69</del>
Brady	138
Bridge	138
<del>Brighton—LM REC</del>	<del>138</del>
Brimfield	69
Brooker Bros Forging	69
Brookfield	69
Brookside	138
Broshco	<del>69</del> 138
Brunswick	138
Brush	138
<del>Brush-Wellman</del>	<del>138</del>
Buckeye	138
<del>Buckeye Pipeline 2116</del>	<del>69</del>
<del>Buckeye Pipeline 2471</del>	<del>69</del>
<del>Buckeye Transfer</del>	<del>69</del>



Delivery Point	Voltage (kV)
<del>Burbank Rec</del>	<del>69</del>
<del>Burdick (pillsbury)</del>	<del>69</del>
<del>Burger</del>	<del>138</del>
Burger Iron	69
Burton	138
<del>Burton-Rubber</del>	<del>69</del>
Butech	69
Cairns	138
<del>Camden LM REC</del>	<del>138</del>
Campbellsport	69
Canfield	69
<del>Canfield Steel</del>	<del>69</del>
Cantex Inc.	69
Capel	69
Caraustar	69
<del>Carlisle</del>	<del>138</del>
Carlisle Brake and Friction	<del>138</del> 69
Carmont	69
<del>Carroll</del>	<del>23</del>
Cascade	69
Case	69
Castalia	69
<del>Central Envirmnt Sys</del>	<del>69</del>
<del>Central Rec</del>	<del>69</del>
<del>Central Soya Co.inc.</del>	<del>69</del>
<del>Central States Can.</del>	<del>69</del>
Certainteed Products	69
Charity R.	69
Chillicothe	69
Chittenden	69
Churchill	69
<del>City Of Elyria City Pump</del>	<del>69</del>
Claremont	69
<del>Clark Tech State College</del>	<del>69</del>
Clayben	138
Cline	69
Clinton	69
Cloverdale	138
CMI EFCO	69
Columbia	69
Columbiana	69
Columbus	69
<del>Columbus Road</del>	<del>69</del>
<del>Collins Aikman</del>	<del>69</del>
Commerce	138
Concast	138

Delivery Point	Voltage (kV)
Congress	138
<del>Continental Tire</del>	<del>69</del>
Cook	69
<del>Cooper Ind.</del>	<del>69</del>
Cornersburg	69
Cortland	138
<del>Coulter Rec</del>	<del>69</del>
Covert	69
<del>Cpc Grp Gen Mtrs NIS</del>	<del>138</del>
Crestline	69
<u>Crissinger</u>	<u>138</u>
<u>Crown Cork Seal</u>	<u>69</u>
Crum	69
Dale	138/69
Dalton	69
Danieli Prop	69
Darby	69
Day-Glo Color Corp	69
<del>Debolt Rec</del>	<del>69</del>
Deer	69
Dell	69
Delphi Chassis-Gm	138
Delphi Packard Elect	<del>138</del> 69
<u>Delphi</u>	<u>69</u>
Deming <u>Crane</u>	69
<del>Denman Rubber</del>	<del>69</del>
Dilworth	69
<del>Diversitech General</del>	<del>69</del>
Dobbins	138
<del>Defasco</del>	<del>138</del>
Dual Rail	138
Dublin	69
E Fairfield Coal Co	69
Eagle Package <u>ing Inc</u>	69
<del>Easco Alum 69</del>	<del>69</del>
East Akron	138
Eastside	69
<u>Eaton</u>	<u>69</u>
<del>Edison Rec</del>	<del>69</del>
<del>Electric Furnace</del>	<del>69</del>
Ellsworth	69
<u>Ellwood Engineering</u>	<u>138</u>
Elm	138
Elmwood	69
Ely	69

Delivery Point	Voltage (kV)
Elyria Foundry	69
<del>Elyria Foundry No 1</del>	<del>69</del>
Elyria Mem.hospital	69
Elyria Wtr Poll Plt	69
Emerson Networks	69
<del>Empire-Detroit Steel</del>	<del>138</del>
Enon	69
Envelope 1	69
Evans	138/23
<del>Evergreen-OE</del>	<del>138</del>
<del>F-E Myers &amp; Bro Co.</del>	69
Fairfield	69
Fairmont	69
Fairview	69
Falcon Fdry	69
<del>Famous-Distribution</del>	<del>69</del>
<del>Faultless-Rubber Co.</del>	<del>69</del>
Ferncliff	69
Fieldstone	138
Fifth <del>Street</del>	69
Firestone	138
First <del>Ave.</del>	69
<del>Fitchville-Rec</del>	<del>69</del>
Flatrock	69
<del>Fleming-Foods</del>	<del>69</del>
Flxi	69
<del>Foodways-National</del>	<del>69</del>
Ford Motor Company	138
<del>France Stone Co.</del>	<del>69</del>
<del>Franklin (Warren Steel Holdings)</del>	<del>138</del>
Freedom	69
Freeman	69
French Creek	69
<del>Fresh Mark (2359)</del>	<del>69</del>
<del>Fresh Mark (185)</del>	<del>69</del>
<del>Fresh Mark B (3093)</del>	<del>69</del>
<del>Furon Co.</del>	<del>69</del>
<del>G.p.propertiesGP Prop</del>	138
<del>Garber Company</del>	<del>69</del>
Garden	138
Garrettsville	69
Gates	138
<del>Gdyr.stow-Mold</del>	<del>69</del>
Geauga	69
<del>Geauga-Plastics Co.</del>	<del>69</del>
<del>GEL of Columbiana</del>	<del>69</del>

Delivery Point	Voltage (kV)
Gen.electric (rav)	69
<u>Gen Extrusions</u>	<u>69</u>
General Electric	69
General Extrusions (2159)	69
<del>General Wads Brick</del>	<del>69</del>
Gilchrist	138/69
<u>Glidden</u>	<u>69</u>
GM Lordstown	138
Goodyear T & R	138
<u>Goodyear Wingfoot</u>	<u>69</u>
Granger	138
Greenfield	138
Greenford	69
Greentown	69
Greif Board-Corp	69
<u>Guilford</u>	<u>138</u>
Hale	69
Hamilton	138
<del>Hanson Aggregate</del>	<del>69</del>
Hanville	69
<del>Harding</del>	<del>345</del>
Harkness	69
<del>Harmony Rec</del>	<del>69</del>
Hartford	69
<del>Hartford REC</del>	<del>69</del>
Hartville	69
<del>Harwick Chemical</del>	<del>69</del>
Hayes Lemmerz	138
<u>Heinz</u>	<u>69</u>
Heritage	69
Highway Composite	69
Hills	69
Hitchcock	69
<del>Homerville REC</del>	<del>69</del>
<del>Hummel</del>	<del>138</del>
<u>Huck Fasteners</u>	<u>69</u>
Huron	69
Huron Lime Company	69
<del>HW Reedsburg</del>	<del>138</del>
<del>Hydr-O-Matic Pump Co</del>	<del>69</del>
Hynes Steel Products	69
<u>IACNA</u>	<u>69</u>
Ideal Electric	69
<del>Industrial Hydraulic</del>	<del>69</del>
Industrial Plastics	69
Invacare Corp.	69

Delivery Point	Voltage (kV)
Involta	138
Ira	138
<del>Itt Lester</del>	<del>69</del>
<u>Ivanhoe</u>	<u>138</u>
Jackson Lane	69
Jamen T&D	69
Jay Plastics	69
Jefferson	69
Jefferson Industries	69
Jerome	69
<u>Johns Manville</u>	<u>69</u>
<u>Jeromesville Rec</u>	<u>69</u>
<del>Juniper</del>	<del>345</del>
Kent	69
Kent State U.	69
Kent Water Treatment	69
Kimberly	69
Lafayette	69
Lagrange	69
Lais	69
<u>Lake Rockwell</u>	<u>69</u>
Lakemore	138
Lakeview	138
<u>Larson</u>	<u>69</u>
<u>Laurel Road</u>	138
<del>Lear Corp</del>	<del>69</del>
Leavittsburg	69
Leetonia	69
Leffels	69
Lehigh	69
Lexington	69
<u>Lincoln Park</u>	<u>138</u>
Linden	69
Lisbon	69
<u>Litchfield Rec</u>	<u>69</u>
Little Tykes	69
Liverpool Coil	69
London	138
London Correctional	69
London Ind.inc.	69
Longview	138
<del>Lorain</del>	<del>138</del>
Lorain Co Comm Coll.	69
Lorain Correction	69
Lorain <u>Sewage Wtr Pol Cntrl</u>	69
<del>Loral Wingfoot</del>	<del>69</del>

Delivery Point	Voltage (kV)
<del>Lor-Med-Gas</del>	<del>69</del>
Lowellville	69
LTV <u>Steel</u>	138
<del>LTVtv (Lorain Pellet)</del>	69
<del>Ltv-Steel-Company</del>	<del>69</del>
Lucas Aerospace	69
<del>Luntz-Corp</del>	<del>69</del>
Lyme	69
Lynchburg	69
Macedonia	69
<u>MACTAC</u>	<u>69</u>
<u>Mad River</u>	<u>69</u>
Madison	138
<del>Magic Chef</del>	<del>69</del>
<del>Mahon County Comm</del>	<del>69</del>
<u>Mahoningside</u>	<u>138</u>
<del>Mans-Ferr-Castings</del>	<del>69</del>
Mansfield Gen Hosp.	69
Mansfield Plumbing	69
<del>Mansfield-Products</del>	<del>69</del>
Mansfld City Of(wtr)	69
Mantua	69
<del>Marengo REC</del>	<del>69</del>
<u>Marathon Pipeline</u>	<u>69</u>
Marion Ethanol	138
<del>Marion-Steel-Co</del>	<del>138</del>
Martin	69
<u>Massilon Management</u>	<u>69</u>
<u>Masury</u>	<u>138</u>
<u>Materion</u>	<u>138</u>
Mathews	69
<u>Mayflower Vehicle</u>	<u>69</u>
Mcdonald Steel	138
Mcknights	69
Medina	69
Medina Blanking	69
Medway	69
Merillat Industries	69
Mid America Packaging	69
Mill	69
Mill Creek	138
MILLIRON	138
Milton <u>Lake</u>	69
<u>Mitsubishi Chemical Polymers</u>	<u>69</u>
Modern T&D	69

Delivery Point	Voltage (kV)
Moen	69
Mohican	69
<del>Mohicanville Rec</del>	<del>69</del>
Moore	138
Moorefield	69
<del>Morgan Adhesives</del>	<del>69</del>
Morgan Real Est	69
Morton Salt Company	69
<del>Moyno</del>	<del>69</del>
Murray	138
Nasa	138
National Bronze	138
National Gypsum Co	69
National Latex Prod	69
National Mod Sub	138
Navarre	69
Navistar Assembly	69
Navistar Stamp	69
Negley	69
Nevada	69
<del>New California Rec</del>	<del>69</del>
<del>New London Rec</del>	<del>69</del>
<del>New Mifflin Rec</del>	<del>69</del>
<del>New Departure</del>	<del>138</del>
Newton Falls	<del>138</del> <del>69</del>
Niles	138
Nimisila	69
Nordonia	138
Nordson Corporation	69
Norfolk Southern - Bellevue	69
North Hampton	69
North Lima	69
<del>Nova Rec</del>	<del>69</del>
<del>Nucor Steel Marion</del>	<del>138</del>
<del>Oakwood</del>	<del>69</del>
Ohio Brass	69
<del>Ohio River Pipe Line</del>	<del>69</del>
Ohio Veterans Home	69
<del>Ohio-Jacobson</del>	<del>69</del>
<del>OH Star Forge</del>	<del>138</del>
Old Forge	138
<del>Omnova</del>	<del>69</del>
Ontario	138
<del>OS Kelly</del>	<del>69</del>
<del>Oxford Rec</del>	<del>69</del>
Packaging <del>SpecCorp</del>	69

Delivery Point	Voltage (kV)
<del>Packard 138KV</del>	<del>138</del>
<del>Paeco Rubber</del>	<del>69</del>
Page	69
<u>Palm Avenue</u>	<u>138</u>
<del>Parr Ind.</del>	69
<del>Parker Hannifin</del>	<del>69</del>
Parkman	69
<del>Patriot Sp Metals</del>	<del>138</del>
Pcc Airfoils Inc.	69
Pennant Midstream	69
<del>Pennex Aluminum</del>	<del>69</del>
Pepsico (g.c.b.)	69
Perrysville	69
Petersburg	69
Pidgeon	138
Pike	69
Pine	138
<del>Pitts Canfield Steel</del>	<del>69</del>
Pkg Corp Of America	69
Plastipak	69
Plattsburg	69
Poe	69
Polk	69
Polymer Pkg	69
<u>Polyone (2076)</u>	<u>69</u>
<u>Poly One (2371)</u>	<u>69</u>
Portage Lakes	69
<u>PPG Arch Coatings</u>	<u>69</u>
PPG Industries	69
<u>Progr<u>e</u>ssive Processing</u>	69
Prospect	69
PTC Alliance	69
Quaker City Castings	69
Quarry	69
<del>R-M-I</del>	<del>138</del>
Radnor	69
Randolph	69
Ravenna	69
<u>Rectiv Metals</u>	<u>138</u>
Redman 1	69
<u>Reineke</u>	<u>69</u>
Reinforcement Sys	138
<u>RepEng St Rose</u>	<u>69</u>
<u>Repp-Rec</u>	<u>69</u>
<u>Republic Specialty Metals</u>	<u>138</u>
Republic Steel	<del>69</del> <u>138</u>



Delivery Point	Voltage (kV)
<u>Rep Steel Arc</u>	<u>138</u>
<u>Rep Steel Vine</u>	<u>138</u>
Reuter-Stokes Ge Twn	69
<del>Rhenium-Alloy Inc</del>	<u>138</u>
Richville	69
Richwood	69
Ridge Tool Co.	69
Ridgewood	69
<u>Rittal</u>	<u>69</u>
Rittman	69
<u>Rittman Paperboard</u>	<u>69</u>
<u>Riverbend</u>	<u>138</u>
Roberts	138
Robinson Memorial	69
<del>Robson Rd Rec</del>	<u>69</u>
Rockaway	69
Rockhill	69
Roechling Auto	69
Rona	69
Rose City Mfg	69
Rosemont	138
<u>Ross</u>	<u>138</u>
Rotek Inc.	69
Roth Brothers	69
Routh Packing	69
Rubbermaid	69
Ryan	138
Salem	69
Salt Springs	138
<u>SANCAP</u>	<u>69</u>
Sauer	69
Sawburg	69
Schaaf	69
<del>Schulman,a Inc.</del>	<u>69</u>
<del>Scioto Rec</del>	<u>69</u>
<del>Scripps-Howard (b.s.)</del>	<u>69</u>
Sebring	69
Shalmet Ohio Inc	69
Shawville	69
Sheffield	69
<del>Sheller-Globe Corp.</del>	<u>69</u>
Shinrock	69
Shwengo Val High	69
<del>Sia (sancap)</del>	<u>69</u>
<u>Silfex</u>	<u>138</u>
Singer	69

Delivery Point	Voltage (kV)
Sixth <del>Street</del>	69
Slater	138
<del>Snyder Rec</del>	<del>69</del>
<del>Solae</del>	<del>69</del>
Sourek Mod Sub	138
South Akron	138/ <del>69/23</del>
South Amherst	69
Southeast	69
Southington	69
<del>Specialty Fertilizer</del>	<del>69</del>
<del>Spencer Rec</del>	<del>69</del>
Spring Valley	69
Springfield Medical	69
<del>St Austintown</del>	<del>69</del>
<del>St Elizabeth Boardman</del>	<del>69</del>
St Elizabeth Hosp	69
St Josephs Hospital	69
<del>Standard Oil (mogd)</del>	<del>69</del>
Stanley Electric	69
Star <del>(WCC 1)</del>	138
<del>Star (WCC 2)</del>	<del>138</del>
Sterilite	69
<del>Steuben Rec</del>	<del>69</del>
Stevens	69
Stoney	138
Stow	69
Streetsboro	69
Strobel	69
<del>Sullivan Rec</del>	<del>69</del>
Sumner	69
<del>Sun Oil Pipe Line (med)</del>	<del>69</del>
<del>Sun Pipeline Hudson Pipe Line (stow)</del>	<del>69</del>
<del>Sunoco Mogodore</del>	<del>69</del>
<del>Superior Brand Meats</del>	<del>69</del>
<del>Syro Steel 69</del>	<del>69</del>
<del>T &amp; W Forge, Inc.</del>	<del>69</del>
<del>Taylor's Industry</del>	<del>69</del>
Tech II	69
<del>Tenneco Auto</del>	<del>69</del>
Terex	138
<del>TWFW Aquisition</del>	<del>69</del>
<del>The Glidden Company</del>	<del>69</del>
<del>The Budd Company</del>	<del>69</del>
Therm O Disc Inc.	69

<b>Delivery Point</b>	<b>Voltage (kV)</b>
Therm-O-Link	69
Thirty-Sixth	69
Tiger	69
Tippecanoe	69
Titus	69
Tlt Babcock	69
Tod	138
<del>Toronto Substation</del>	<del>138</del>
<del>Tower Automotive</del>	<del>69</del>
Treat	69
Tremco Inc.(hyco)	69
<del>Tricor Progress Plas</del>	<del>69</del>
Trimble	69
<del>Troy Rec</del>	<del>69</del>
Tru-Cut Automotive	69
<del>Tube City Inc</del>	<del>69</del>
Tusc	138
Twenty-First	69
Twinsburg	69
<del>Twinsburg Holding</del>	<del>138</del>
Tyrell	69
U S Can Company	69
<del>US Steel</del>	<del>138</del>
<del>Universal Material</del>	<del>69</del>
Urban	138
US Yachiyo	138
<del>USAF BASE</del>	<del>69</del>
<del>Usaf Vienna</del>	<del>69</del>
<del>Uss Stl Div Usx Corp</del>	<del>138</del>
Utica E Ohio (Hagan)	138
V&M Star Steel	138
Valley	69
<del>Ventra</del>	<del>69</del>
Verizon	69
Vienna	69
<del>Vienna AFB</del>	<del>69</del>
Viking Forge	69
Villa	69
Vincent	69
<del>Visteon</del>	<del>138</del>
Wakeman	69
<del>Warren Area</del>	<del>138</del>
<del>Warren Molded</del>	<del>69</del>
<del>Warren St Holdings</del>	<del>138</del>
Washington	69
<del>Washington REC</del>	<del>138</del>

Delivery Point	Voltage (kV)
<del>Waterworks</del>	<del>69</del>
WCI (Evergreen)	138
<del>Webster Rd Rec</del>	<del>69</del>
Wells	69
West Akron	138/ <del>69/23</del>
West Medina	138
West Ravenna	138/ <del>69/23</del>
West Richfield	69
<del>West Salem Rec</del>	<del>69</del>
Western	69
Westville	69
Wickliffe 1	138
Wickliffe 2	69
Wil Rsrch	69
Wilbert Inc.	69
<del>Wilkinson</del>	<del>69</del>
Willow Creek	69
Wilmer	69
Winckles	69
Windham	69
Wittenberg-U	69
Woodford	69
Wyoga	69
<del>Yankee Rec</del>	<del>69</del>
<del>Youngstown</del>	<del>69</del>
Yutaka	69
Zane	69
Zedaker	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.

**INTERCONNECTION AGREEMENT**

**Between**

**American Transmission Systems, Incorporated**

**and**

**Pennsylvania Power Company**

CONTENTS

	Page
<b>ARTICLE 1 – INTERCONNECTED OPERATION .....</b>	<b>3</b>
<b>ARTICLE 2 – SERVICE CONDITIONS.....</b>	<b>4</b>
<b>ARTICLE 3 – INTERCONNECTION POINT, METERING POINTS AND METERING .....</b>	<b>5</b>
<b>ARTICLE 4 - RECORDS .....</b>	<b>6</b>
<b>ARTICLE 5 – BILLING AND PAYMENT; TAXES.....</b>	<b>6</b>
<b>ARTICLE 6 – OPERATING COMMITTEE .....</b>	<b>7</b>
<b>ARTICLE 7 – INDEMNITY.....</b>	<b>8</b>
<b>ARTICLE 8 – ARBITRATION.....</b>	<b>8</b>
<b>ARTICLE 9 – TERM AND TERMINATION OF AGREEMENT.....</b>	<b>9</b>
<b>ARTICLE 10 – REGULATORY AUTHORITIES.....</b>	<b>9</b>
<b>ARTICLE 11 – RELOCATIONS, DISCONTINUANCE AND MODIFICATIONS OF INTERCONNECTION POINT.....</b>	<b>10</b>
<b>ARTICLE 12 – GENERAL.....</b>	<b>10</b>
<b>ARTICLE 13 – ASSIGNMENT.....</b>	<b>13</b>
<b>APPENDIX I INTERCONNECTION POINT.....</b>	<b>14</b>
<b>APPENDIX II DAS EQUIPMENT: OWNERSHIP, INSTALLATION AND MAINTENANCE.....</b>	<b>18</b>

## INTERCONNECTION AGREEMENT

THIS INTERCONNECTION AGREEMENT (this “Agreement”) is made and entered into as of this 29<sup>th</sup> day of May~~reth~~, 2018, 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”).

### 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 ~~March 109, 2017-2018~~ and accepted for filing in the Federal Energy Regulatory Commission (“FERC”) Docket No. ~~ER17ER18-17731677~~-000 on ~~July-June 2625, 20172018~~.

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: \_\_\_\_\_

By:  /s/ Richard A. Ziegler

Printed Name: Richard A. Ziegler  
Title: Director, FERC & RTO Technical Support  
FirstEnergy Service Company, on behalf of  
American Transmission System, Incorporated Company



APPENDIX I  
Interconnection Points

Delivery Point	Voltage (kV)
<del>1Wheatland Tube Main</del>	<del>69</del>
<del>2Wheatland Tube Cnel</del>	<del>69</del>
<del>3 Rivers Aluminum</del>	<del>138</del>
<del>3Wheatland Tube Chch</del>	<del>69</del>
Adams Ridge	69
Allegheny	69
Aqua Penna	69
Bedford	69
Bessemer	69
Blair Strip Steel	69
<del>Bulk Mail Facilitymf Switching</del>	<del>138</del>
BPI	69
Brandt	69
Brush Creek	138
Callery <del>LLC</del> Chemical	69
Camp Reynolds	69
Campbell	69
<del>Campbell—Keisters</del>	<del>69</del>
<del>Campbell Sub</del>	<del>138</del>
<del>Campbell McDowell</del>	<del>138</del>
Canal	69
<del>Caparo</del>	<del>69</del>
<del>Caparo</del>	<del>138</del>
<del>Carbon Limestone</del>	<del>69</del>
Cascade	69
Castlewood	69
<del>CCL Center</del>	<del>69</del>
Cedar Street	69
<del>Cemex Cement 23 NC</del>	<del>69</del>
Cemex Cement Y205	69
Cemex Dragline (NIS)	69
Chippewa	69
Concast Metal	69
Conneaut	69
Darlington	69
<del>Dept of Corrections</del>	<del>69</del>
<del>Dufereo</del>	<del>138</del>
<del>Ellwd#1 Quality Steel</del>	<del>138</del>
<del>Ellwd#2 Quality Steel</del>	<del>138</del>

Ellwood City	69
Ellwood City Forge	69
<del>Ellwood Crankshaft &amp; Machine (EC&amp;M)</del>	<del>69</del>
Ellwood Crankshaft & Machine	138
Ellwood Quality St	138
Enon Valley	69
Epworth	138
Essroc Materials	69
Essroc Materials 2	69
Evans City	69
Fernway	138
Fombell	69
Frew Mill	69
<del>Borough of Grove City(Penn Eq)</del>	<del>69</del>
<del>GE City (TSD)</del>	<del>69</del>
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
<del>Hodge Foundry</del>	<del>69</del>
<del>Hynes Steel</del>	<del>69</del>
Ingomar	69
Inmetco	69
Jackson	138
Jamestown	69
Kasgro Rail (NIS)	69
Knox	69
Koppel	69
Koppel Steel	138
Leesburg	69
Mark West Liberty Bluestone Krendale-Maple	138
MarkWest Bluestone	138
Mars	69
<del>Masury—Consumer PP</del>	<del>69</del>
<del>Masury—Crossland</del>	<del>138</del>
<del>Masury—Maysville</del>	<del>138</del>

<del>Masury-Shenango</del>	<del>138</del>
Mcdowell	69
<del>McDowell Sub</del>	<del>138</del>
Mcknight	69
Mercer	69
Mercer Forge(ITT)	69
<u>Mobile 2</u>	<u>69</u>
<del>NA-Forgemasters</del>	<del>138</del>
New Castle	<del>138</del> <u>69</u>
New Wilmington	69
<del>NLMK (Dufereo)</del>	<del>138</del>
<u>PA Department of Corrections</u>	<u>69</u>
Penn eq	69
<del>Penn-St Spec Metals</del>	<del>69</del>
Perry	69
Potter	69
PSC Metals	69
PTC Alliance	69
Public Welfare E	69
Public Welfare W	69
Pulaski	69
Ray Street	69
Richard	69
<del>Roth Brothers</del>	<del>69</del>
Rznr-Thms-Betts(ITT)	69
Seneca	138
Sharon	69
Sharon Coating	138
Sharon Tube	69
Sharpsville	69
<del>ShpvlprdSharpsvl Qlty St NIS</del>	<del>138</del>
<del>Shenango-Highland</del>	<del>345</del>
<del>Shenango-Niles</del>	<del>345</del>
Silver Street	69
<u>State Line</u>	<u>69</u>
Stoneboro	69
<del>Swagelok MFG Co</del>	<del>69</del>
Thompson Run	69
<u>Three Rivers Aluminum</u>	<u>138</u>
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
<del>Zelienople Boro</del>	<del>138</del>

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.

OHIO EDISON COMPANY

By:  \_\_\_\_\_

Printed Name: Thomas R. Pryatel  
Title: Director, ED Operations Services  
SA NO: 3992

AMERICAN TRANSMISSION SYSTEMS INC.

By:  \_\_\_\_\_

Printed Name: Richard A. Ziegler  
Title: Director, FERC & RTO Technical Support  
FirstEnergy Service Company, on behalf of  
American Transmission System, Incorporated Company  
SA NO: 3992

The signature below of the authorized officer of PJM is for the limited purpose of acknowledging that a representative of PJM has read this Agreement as of the 27<sup>th</sup> day of June, 2018.

PJM INTERCONNECTION, L.L.C.

By: Michael E. Bryson

Printed Name: Michael E. Bryson

Title: Vice - President, Operations

SA NO: 3992


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:  \_\_\_\_\_

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

AMERICAN TRANSMISSION SYSTEMS INC.

By:  \_\_\_\_\_

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

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 27<sup>th</sup> day of June, 2018.

PJM INTERCONNECTION, L.L.C.

By: Michael E. Bryson

Printed Name: Michael E. Bryson

Title: Vice-President, operations

SA NO: 3993

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the date first above written by their duly authorized representatives.

Service Agreement No. 4975


AMERICAN TRANSMISSION SYSTEMS INC.

By:   
(Signature)

Name: Richard A. Ziegler  
(Print)

Title: Director, FERC & RTO Technical Support

OHIO EDISON COMPANY

By:   
(Signature)

Name: Thomas R. Pryatel  
(Print)

Title: Director, ED Operations Services