

RESOLUTION NO. 7-2021

Introduced by Trey Hardy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERCONNECTION AGREEMENT WITH AMP TRANSMISSION, LLC RELATING TO 69 KILOVOLT ("kV") FACILITIES AND ASSOCIATED EQUIPMENT LOCATED AT 1100 RYE BEACH ROAD, HURON, OHIO

WHEREAS, AMPT owns and operates, inter alia, electric facilities for, and is engaged in, the transmission of electric power and energy as authorized via Ordinance 2020-17;

WHEREAS, Customer is a municipal corporation in the State of Ohio and owns and operates an electric utility system in the City of Huron, Ohio; and

WHEREAS, PJM Interconnection, L.L.C. ("PJM"), is a Regional Transmission Organization ("RTO"), offering transmission service to eligible customers, and having functional control over the AMPT Transmission Facilities upon AMPT's integration into PJM ("Transmission Provider"); and


WHEREAS, the Parties wish to establish the terms and conditions, as defined under this Interconnection Agreement ("Agreement"), that AMPT will provide to Customer in coordination with, but separate from, the transmission service that will be provided by PJM;

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City Manager is authorized and directed to enter into an interconnection agreement with AMP Transmission, LLC relating to the 69 kilovolt ("kV") facilities and associated equipment purchased by AMP Transmission, LLC, located at the Huron Public Power substation, 1100 Rye Beach Road, Huron, Ohio 44839, which agreement shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3. That this Resolution shall be in full force and effect from and immediately after its adoption.



Sam Artino, Mayor

ATTEST: 
Clerk of Council

ADOPTED: 26 JAN 2021

Interconnection Agreement

between

AMP Transmission, LLC

and

Huron, Ohio

Interconnection Agreement

This Agreement is entered into this ____ of January, 2021, by and between the City of Huron, Ohio ("Customer"), and AMP Transmission, LLC ("AMPT"), being sometimes herein referred to collectively as the "Parties" or singularly as a "Party". In consideration of the mutual covenants and agreements herein, it is agreed as follows:

WITNESSETH:

WHEREAS, AMPT owns and operates, *inter alia*, electric facilities for, and is engaged in, the transmission of electric power and energy;

WHEREAS, Customer is a municipal corporation in the State of Ohio and owns and operates an electric utility system in the City of Huron, Ohio; and

WHEREAS, PJM Interconnection, L.L.C. ("PJM"), is a Regional Transmission Organization ("RTO"), offering transmission service to eligible customers, and having functional control over the AMPT Transmission Facilities upon AMPT's integration into PJM ("Transmission Provider"); and

WHEREAS, the Parties wish to establish the terms and conditions, as defined under this Interconnection Agreement ("Agreement"), that AMPT will provide to Customer in coordination with, but separate from, the transmission service that will be provided by PJM;

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

Article 1. Applicable Tariffs

1.1 **Applicability of Tariffs:** During the term of this Agreement, as it may be amended from time to time, AMPT agrees to provide Interconnection Services for the Customer, and the Customer agrees to pay for such services the charges identified in Attachment 3 hereto and such other charges as shall be applicable hereunder, in accordance with this Agreement. In addition, the applicable provisions of AMPT's formula rate in the PJM Open Access Transmission Tariff ("PJM Tariff") provided in Attachment H-32 (referred to herein as the "AMPT Tariff"), and, as to certain provisions referenced herein, the PJM Tariff, as each tariff shall at any time during the term of this Agreement be on file and accepted by the Federal Energy Regulatory Commission ("Commission"), including any applicable Schedules and Attachments appended to such tariffs. AMPT shall not provide any services or make any charges hereunder that are provided or charged by PJM under the PJM Tariff.

1.2 **Governance over Conflicts:** The terms and conditions of interconnection shall be governed by this Agreement and the AMPT Transmission Facilities Interconnection Requirements, available at: <https://www.amppartners.org/about/amp-transmission>. ("AMPT Transmission Facilities Interconnection Requirements") as it exists at the time of

this Agreement, or as hereafter amended. In the case of any conflict between this Agreement, the AMPT Transmission Facilities Interconnection Requirements or PJM Tariff, the PJM Tariff shall control, except that the PJM Tariff shall control.

Article 2. Delivery Points

2.1 Existing Delivery Points: Unless the Parties shall subsequently otherwise agree, the existing or soon to be constructed facilities connecting the Customer's power delivery facilities to the AMPT power delivery facilities ("Delivery Points") listed in Attachment 1, and illustrated in corresponding one line diagram(s) contained in Attachment 2, shall be continued in service. The Customer and AMPT shall endeavor to operate their respective facilities in continuous synchronism through such Delivery Points as shall from time to time be established by mutual agreement between the Parties. AMPT and the Customer shall each maintain the facilities on their respective sides of such points, and future points of delivery as may be established from time to time in accordance with Good Utility Practice, in order that said facilities will operate in a reliable and satisfactory manner, and without material reduction in their intended capacity or purpose.

If the function of any such facility is impaired or the capacity of any point of delivery is reduced or such synchronous operation at any point of delivery becomes interrupted, either manually or automatically, as a result of *force majeure* or maintenance coordinated by the Parties, AMPT and the Customer shall cooperate to remove the cause of such impairment, interruption or reduction, so as to restore normal operating conditions expeditiously, it being understood that this or any other provision of this Agreement, notwithstanding, each Party shall retain the sole responsibility and authority for operating decisions as they relate to the integrity and security of its own system.

2.1.1 Interruption or Reduction of Service at the Delivery Points: The continuity of service at any Delivery Point provided under this Agreement may be interrupted or reduced:

- (a) by operation of automatic equipment installed for power system protection,
- (b) after consultation with the other Party, if practicable, at any time that a Party deems it desirable for installation, maintenance, inspection, repairs, or replacement of equipment,
- (c) at any time that in the judgment of the interrupting Party such action is necessary to protect personnel or the public, preserve the integrity of, or prevent or limit any instability on the interrupting Party's respective system or prevent damage to equipment.

2.2 Changes in Delivery Points and Municipal Delivery Facilities: When it becomes necessary or desirable to make changes in the Delivery Point facilities, to upgrade, retire, replace or establish a new Delivery Point, including metering or other facilities at such location, the provisions of this Section shall apply.

2.2.1 Study Requests for Changes in Delivery Facilities: The Customer shall make requests for changes in local delivery facilities, including facility upgrades, retirements and

replacements, the establishment of any new Delivery Point, in writing to AMPT delivered to:

Title: Director of Transmission Planning
Address: 1111 Schrock Road, Suite 100
Email address: amptinterconnections@amppartners.org

AMPT shall likewise respond to such requests in writing to:

Title:
Name:
Address:
Email address:

A request for a new Delivery Point or modification of an existing Delivery Point should include, at a minimum, the following information:

- a) Nature of the change such as: modifications to an existing Delivery Point, new Delivery Point, increased capacity, and retirement, etc.;
- b) Location of the Delivery Point;
- c) Voltage class of the Delivery Point;
- d) Specific transmission facility that the Delivery Point is to be connected to;
- e) Amount of load to be served by the Delivery Point for the first 5 years;
- f) Specific modifications to an existing Delivery Point, if applicable; and
- g) Desired in-service date.

2.2.2 System Impact Study: Unless otherwise mutually agreed, AMPT shall respond within five (5) business days of receipt of a completed request to confirm that the request is complete or provide a list of any additional information that AMPT would require from the Customer to proceed with a study. Within thirty (30) calendar days of confirmation of a completed request, AMPT will provide a System Impact Study Agreement. The study agreement shall commit the Customer to pay AMPT the actual cost to complete the study and to make an advance deposit equal to the estimated study cost or \$10,000, whichever is less. The Customer shall execute and deliver executed System Impact Study Agreement within thirty (30) days following its receipt and required deposit. Within sixty (60) days of receipt of the executed study agreement, study data and the required deposit, AMPT shall carry out and complete the System Impact Study, which shall (i) assess the feasibility of modifying an existing Delivery Point or establishing the new Delivery Point using power flow and short circuit analyses and any other analyses that may be appropriate, and (ii) determine and specify to Customer the details and estimated cost of facilities necessary for establishing the requested Delivery Point and any system additions/upgrades needed to address any problems identified. If AMPT is unable to complete such study in the allotted time, AMPT shall provide an explanation to the Customer regarding the cause(s) of such delay and a revised completion date. The Customer may withdraw its study request at any time by written notice of such withdrawal to AMPT.

Within twenty (20) business days after completion or withdrawal of the System Impact Study, the Customer shall reimburse AMPT for the unpaid cost of the System Impact Study if the cost of the study exceeds the deposit. AMPT shall refund the Customer, with interest, any portion of the deposit that exceeds the cost of the System Impact Study.

The results of the System Impact Study shall be valid for a period of one year. If the Customer delays for more than one year, the continuation of the process for establishment of a new Delivery Point, the customer's request shall be deemed withdrawn and a new request and potentially new System Impact Study shall be required.

2.2.3 Modifications to Study Request: During the course of a System Impact Study, either the Customer or AMPT may identify desirable changes in the planned facilities that may improve the costs and/or benefits (including reliability) of the planned facilities. To the extent the revised plan, and study schedule, are acceptable to both AMPT and the Customer, such acceptance not to be unreasonably withheld, AMPT shall proceed with any necessary restudy. Any such additional studies resulting from such modification shall be done at the Customer's cost.

2.3 Engineering, Design and Construction of New Facilities: If pursuant to a request by the Customer, AMPT agrees to provide engineering, design and construction of facilities described in the final study report, a facilities agreement ("Facilities Agreement") shall be signed by the Customer and AMPT specifying the terms and conditions. Each such Facilities Agreement will be incorporated into this Agreement as an attachment hereto. Following the signing of the Facilities Agreement, the receipt of any outstanding technical information, deposit or instrument or showing that Customer meets the financial creditworthiness requirements of the AMPT Tariff, AMPT will proceed with the engineering, design and procurement activities to construct, reconfigure, upgrade, replace or retire such local delivery or other facilities.

2.4 Connection Guide: The requirements for connection of non-generating facilities to the AMPT transmission system are contained in the AMPT Transmission Facilities Interconnection Requirements", available at: <https://www.amppartners.org/about/amp-transmission>.

Article 3. Customer's Load, Capacity and Other Obligations to the RTO

3.1 Measurement of Load At Each Delivery Point: The Customer's load, kW, kWh and kVAr at each Delivery Point shall be measured at least on an hourly integrated basis, by suitable revenue grade metering equipment. For wholesale loads located behind the points of interconnection between AMPT and the incumbent Transmission Owner that are included in the calculations of the incumbent Transmission Owner zonal load, AMPT shall cooperate with the incumbent Transmission Owner and PJM to ensure that data is available for hourly energy assignment, peak load contributions and network service peak load values for use in calculating transmission charges and generation capacity obligations. Hourly energy obligations, peak load contribution and network service peak load values will be derived by the incumbent Transmission Owner methods referenced in the PJM Tariff.

The measurements taken and required metering equipment shall be as needed for all settlement purposes under this Agreement, the PJM Tariff and in accordance with the AMPT standards and practices as contained in the AMPT Transmission Facility Interconnection Requirements.

Customer will be permitted to remotely interrogate any Delivery Point meter for the purpose of obtaining load data and, if available, power quality data through read-only access via the AMPT Delivery Point meter modem and telephone circuit or real time Supervisory Control and Data Acquisition ("SCADA") system equipment. AMPT will cooperate with Customer on the installation of any additional communications devices with associated data circuits or other mode(s) of communications and allow for the connection of such meter communications circuit(s) to the Customer's real time SCADA system equipment, provided that such equipment connections and communications can be accomplished in a manner that does not interfere with the operation of AMPT equipment or fulfillment of any statutory or contractual obligation.

3.2 Control of Reactive Power Exchange: No Party shall be obligated to deliver or receive reactive power for the benefit of any other Party under this Agreement. The Parties will maintain voltage and load power factor requirements at the Delivery Points in accordance with the latest version of the PJM Tariff.

With respect to non-emergencies, in the event a Party fails to maintain voltage and load power factor requirements at the Delivery Points in accordance with the latest version of the PJM Tariff, the other Party will provide reasonable notice and an opportunity for the failing Party to remedy any adverse condition(s) on the notifying Party's system that are caused by the Party's failure to adhere to the provisions of this Article 3.3. Such notice shall be provided in writing, and shall provide at least 180 days for the Parties to develop a mutually agreeable plan to cure the adverse condition(s). If the Parties fail to develop a mutually agreeable plan to cure the adverse condition(s), or if the failing Party does not comply with the plan or meet the timelines included in the plan, the noticing Party may take remedial action on its system as is reasonable and consistent with Good Utility Practice under the circumstances. Such remedial actions may include the installation of facilities on the notifying Party's system, at the other Party's expense, to remedy the adverse condition(s) on the notifying Party's system. Such remedial actions shall not include the curtailment of service unless the adverse condition(s) is likely to cause physical damage to the notifying Party's generating, transmission, or distribution facilities. Incurred charges for facilities planned for or installed pursuant to the immediately preceding sentence shall be limited to the planning or installing Party's actual costs and may include actual direct and indirect labor and non-labor costs to the extent such costs are properly allocable to the planning or installation of the subject facilities.

3.3 Losses: The Customer's load shall be adjusted, for settlement purposes, to include losses as applicable. Transmission loss factors are the loss factors for Transmission Service and Network Integration Transmission Service as defined by the PJM Tariff. To the extent Customer's load at any Delivery Point is supplied from behind the meter

generation, losses shall be assessed only for the net load delivered to such Delivery Points by AMPT.

3.4 Operational Access and Control: Unless otherwise specifically agreed, AMPT shall have the sole right to enter upon, test, operate and control the facilities covered by this Agreement that are owned by AMPT. The right to test, operate and control said facilities includes but is not limited to the power to direct the opening and closing of switches for construction, operation, testing, maintenance and other relevant purposes.

All meters and test switches, whether provided by AMPT or Customer, shall be sealed and the seals shall be broken only when the meters are to be tested, adjusted or replaced. The other Party shall be provided as much advance notice as is practicable in the circumstances when the facilities of that Party are to be entered or the seals of any meter are to be broken, and such Party shall be afforded the opportunity to be present during such test, adjustment, repair, replacement.

3.5 Administrative Committee: AMPT and Customer shall each appoint a member and at least one alternate to an Administrative Committee, and so notify the other Party of such appointment(s) in writing. Such appointment(s) may be changed at any time by similar notice. Each member and alternate shall be a responsible person familiar with the day-to-day operations of their respective system. Generally, this would mean that the Administrative Committee representative(s) will be employees AMPT and the Customer, or entities represented by the Customer; however, the representative(s) may be accompanied by other experts, appropriate to the matters to be considered. The Administrative Committee shall represent AMPT and Customer in all matters arising under this Agreement and which may be delegated to it by mutual agreement of the Parties.

3.5.1 Principal Duties: The principal duties of the Administrative Committee shall be as follows:

- a) To establish operating, scheduling and control procedures as needed to meet the requirements of coordinated operation, this Agreement and any requirements of the Transmission Provider;
- b) To address issues arising out of accounting and billing procedures;
- c) To coordinate regarding the changing service requirements of the Customer and the course of action the Parties will pursue to meet such requirements;
- d) To coordinate regarding facility construction and maintenance as appropriate, and to the extent agreed by the Parties; and
- e) To perform such other duties as may be specifically identified in, or required for the proper function of this Agreement.

3.5.2 Administrative Committee Meetings: The Administrative Committee shall meet or otherwise conference, at least once each calendar year, or at the request of either Party upon reasonable notice, and each Party may place items on the meeting agenda. All proceedings of the Administrative Committee shall be conducted by its members taking into account the exercise of Good Utility Practice. If the Administrative Committee is unable to

agree on any matter coming under its jurisdiction, that matter shall be resolved as mutually agreed by Customer and Company.

3.6 Each Load Serving Entity ("LSE"), as that term is used in the PJM Tariff, is responsible for complying with all PJM requirements. Unless otherwise agreed, AMPT shall have only such responsibilities to assist Customer in meeting its obligations to PJM, as shall be required pursuant to the PJM Tariff and this Agreement. AMPT shall cooperate with PJM, any incumbent Transmission Owner and Customer (or Customer designated Scheduling Agent) to the extent necessary and appropriate to ensure that data is available to the incumbent Transmission Owner responsible for calculating the zonal load for Customer's hourly energy assignment, and peak load contributions for use in calculating transmission charges and generation capacity obligations as discussed below. AMPT will also provide Customer the information provided to the incumbent Transmission Owner annually under section 3.6

3.7 Network Service Peak Load ("NSPL") Determinations, Peak Load Contribution ("PLC"), and Hourly Energy Requirements: AMPT shall cooperate with the incumbent Transmission Owner responsible for calculating the zonal load and PJM to ensure that data is available for hourly energy assignment, peak load contributions and network service peak load values for use in calculating transmission charges and generation capacity obligations. Hourly energy obligations, peak load contribution and network service peak load values will be derived by the incumbent Transmission Owner methods referenced in the PJM Tariff.

3.8 Behind the Meter Generation: AMPT shall cooperate with PJM and entities (including, if applicable, Customer) operating generators, including storage or other facilities that inject electric energy, connected behind load metering, such that PJM will receive such generator output meter information it requires for the following two categories of generators behind the meter interconnected to AMPT, however, it shall remain the responsibility of the generation owner to provide the requisite meter information:

3.8.1 Generators that do not participate in the PJM Markets: The generating entity (including, if applicable, Customer) shall provide, each month by the 5th working day after the end of the month, a data file containing the hourly unit or plant kWh output. Alternatively, Customer may provide AMPT access to the meter to download the generator output meter data using dial-up remote interrogation.

3.8.2 Generators that participate in the PJM Markets: The generating entities (including, if applicable, Customer) shall comply with the respective Interconnection Service Agreement with PJM for telemetry and data requirements.

3.9 LMP Node/Zone Aggregator: LSEs in PJM may choose to have PJM use the zonal average load weighted LMP used as the basis for energy delivery pricing or request a specific load bus aggregate prior to the annual FTR allocation processes. It is the responsibility of the LSE to contact PJM in a timely manner if a specific load aggregation is desired. PJM may in turn request AMPT to work with the LSE to determine the appropriate configuration of the load bus aggregate. AMPT will cooperate with Customer in order to

derive an LMP load bus aggregate, using existing transmission planning case studies to determine the percent of the load at each load bus that is served by the LSE. If AMPT determines that existing studies are not sufficient and additional study development is needed to satisfy the Customer's request, the Customer may be asked to execute a study agreement and reimburse AMPT for the study-related costs. The LSE may provide such data to PJM and, based on results from PJM, the LSE will choose whether to utilize the aggregate or the zonal weighted average LMP price.

Article 4. General

4.1 Billing, Payments, and Disputes: As a convenience, and so long as PJM offers such accommodations, monthly charges for distribution services, meter and related meter reading and data processing services as specified in Attachment 3 hereto will be included in the monthly transmission service invoice issued by PJM. Customer shall pay the monthly delivery charges invoiced by PJM in accordance with the PJM Tariff and with respect to such charges customer shall be subject to PJM creditworthiness provisions. If the Customer receives Transmission Service through an agreement with a third party that contracts with PJM, the charges for Delivery Services hereunder may be invoiced to the third party subject to PJM's accommodations and applicable provision of the PJM Tariff or to the Customer, subject to applicable provision of the AMPT Tariff.

The Wholesale Distribution Service rate identified in Attachment 3 includes the costs for Customer to reimburse AMPT for its costs associated with any facility construction, operation and maintenance or, repair provided under this Agreement in accordance with the AMPT Tariff. Any disputes as to such invoices shall be resolved pursuant to the provisions of the PJM Tariff.

4.2 Indemnity: To the extent permitted by law, each Party shall indemnify and save harmless the other Party and its directors, members, trustees, officers, employees, agents, and duly elected and/or appointed officials from and against any loss, liability, cost, 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 Delivery Point(s) and/or distribution facilities covered by this Agreement, except that a Party's obligation to indemnify the other Party and its directors, trustees, officers, employees, agents, and duly elected and/or appointed officials shall not apply to any liabilities arising solely from the negligence, recklessness or intentional misconduct of the other Party or its directors, trustees, officers, employees, agents, or duly elected and/or appointed officials.

4.3 Effective Date and Term of Agreement: This Agreement shall become effective and shall become a binding obligation of the Parties on the date on which the last of the following events shall have occurred (effective date):

- (a) AMPT and Customer each shall have caused this Agreement to be executed by their duly authorized representatives and each shall have furnished to the other satisfactory evidence thereof.

(b) So long as this Agreement is between Customers, who are municipal electric utilities or electric cooperatives that receive financing under the Rural Electrification Act of 1936 or that sells less than 4 million megawatt hours of electricity per year, and AMPT, it is not subject to review of the Commission under the Federal Power Act pursuant to 16 U.S.C. § 824(f). However, if any reviewing court, in such order or in any separate order, suspends this Agreement or any part thereof, institutes an investigation or proceeding with respect to the justness and reasonableness of the provisions of this Agreement or any other agreement referred to or contemplated by this Agreement, or imposes any conditions, limitations or qualifications which individually or in the aggregate are determined by AMPT or Customer to be adverse to it, then the Parties will promptly renegotiate the terms of this Agreement in light of such court action. Each Party shall use its best efforts to take or cause to be taken all action requisite to the end that this Agreement shall become effective as provided herein at the earliest practicable date.

(c) The initial term of this Agreement shall continue for five years after the date the Agreement becomes effective. Thereafter, this Agreement shall automatically renew for successive terms of one year each unless either Party elects to terminate the Agreement by providing written notice of termination to the other Party at least ninety (90) days prior to the start of any renewal term.

4.4 Assignment: It is mutually understood and agreed that this Agreement contains the entire understanding between the Parties, that there are no oral, written, implied or other understandings or agreements with respect to the work covered hereunder. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, as well as their respective successors and/or assigns. However, neither Party shall assign, transfer or sublet any of the rights hereby granted without the prior written consent of the other Party.

Article 5. Notices

5.1 Any notice given pursuant to this Agreement shall be in writing as follows:

If to AMPT: AMP Transmission, LLC
Attn: Pamala M. Sullivan, President
1111 Schrock Road, Suite 100
Columbus, OH 43229
e-mail: psullivan@amppartners.org

and

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

If to Customer: City of Huron, Ohio
417 Main Street
Huron, OH 44839
Attn: City Manager
Phone: (419) 433-5000
Fax: (419) 433-5120
E-Mail: matt.lasko@huronohio.us

with a copy to: City of Huron, Ohio
417 Main Street
Huron, OH 44839
Attn: Law Director
Phone: (216) 619-7850
Fax: (216) 916-2430
tschrader@sseg-law.com

5.2 The above names and addresses of any Party may be changed at any time by notice to the other Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers respectively, being hereunto duly authorized.

HURON, OHIO

BY: 

TITLE: City Manager

DATE: 1/27/2021

APPROVED AS TO FORM:


Municipality's Legal Counsel

AMP TRANSMISSION, LLC

By: 

TITLE: President

DATE: 2/1/2021

APPROVED AS TO FORM:

By: 
General Counsel

Attachment 1
Delivery Points

[To Come]

Attachment 2
Delivery Point One-Line Drawings

[To Come]