



CITY COUNCIL/ELECTRICAL
ADVISORY COMMITTEE

May 14, 2014 – 6:00 p.m.
Regular Meeting

CITY COUNCIL

Marc Tall, Mayor
Ronald Beauchamp, Mayor Pro-Tem
Patricia Baribeau, Council Member
Michael Sattem, Council Member
Ralph Blasier, Council Member

ADMINISTRATION

James V. O'Toole, City Manager
Robert S. Richards, CMC, City Clerk
Ralph B.K. Peterson, City Attorney
Mike Furmanski, Electrical Superintendent
Michael Dewar, City Controller

ELECTRICAL ADVISORY COMMITTEE

Tim Wilson, Chairperson
Ann Bissell, Vice Chairperson
Larry Arkens, Committee Member
Glendon Brown, Committee Member
John Anthony, Committee Member
Vacant Seat
Vacant Seat

Escanaba City Council Chambers: 410 Ludington Street - Escanaba, MI 49829

Meeting Agenda

Wednesday, May 14, 2014

CALL TO ORDER
ROLL CALL
APPROVAL/ADJUSTMENTS TO THE AGENDA
CONFLICT OF INTEREST DECLARATION
NEW BUSINESS

1. **Update - Electric Department –General Operations.**
Explanation: Electrical Superintendent Mike Furmanski will update the City Council, Electrical Advisory Committee and Citizens of Escanaba on the current departmental activities.
2. **Update– Operation and Maintenance of Power Plant – Pro Energy Services, Inc.**
Explanation: Pro Energy Services, Inc. will update the City Council, Electrical Advisory Committee and Citizens of Escanaba on the status of the operation and maintenance of the power plant.
3. **Approval – Transmission – Distribution Interconnection Agreement.**
Explanation: Administration is seeking Council approval of an updated Transmission – Distribution Interconnection Agreement between the City of Escanaba and American Transmission Company, LLC.
4. **Approval – Coal Purchase- Escanaba Generation Station.**
Explanation: Administration is seeking Council approval to purchase coal needed at the Escanaba Generation Station.
5. **Approval – Coal Storage and Transportation Agreement.**
Explanation: Administration is seeking Council approval of an updated Storage and Transportation Agreement between the City and Upper Lakes Coal Company for the coal currently being stored on the Upper Great Lakes Coal Company Dock in Gladstone, MI.

6. Approval – LED Street Light Purchase - Citywide.

Explanation: Administration is seeking Council approval to purchase LED streetlights from Prime Supply Co. of Iron Mountain, MI in the amount of \$95,843.40. This purchase is included in the current budget.

7. Approval – Regulator Purchase – Westside Substation.

Explanation: Administration is seeking Council approval to purchase 3 voltage regulators for installation into the West Side Substation for an amount not to exceed \$150,000. This purchase is included in the current budget.

8. Update – Energy Purchase Agreement and Capacity.

Explanation: Administration will provide an update on the current wholesale energy agreement between the City and NextEra Energy Power Marketing, LLC.

9. Update – Power Plant Purchase Agreement/Sale.

Explanation: An update on the sale of the power plant will be provided.

GENERAL PUBLIC COMMENT
COMMISSION/STAFF COMMENT AND ANNOUNCEMENTS
ADJOURNMENT

The City of Escanaba will provide all necessary, reasonable aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting to individuals with disabilities at the meeting/hearing upon five days notice to the City of Escanaba. Individuals with disabilities requiring auxiliary aids or services should contact the City of Escanaba by writing or calling City Hall at (906) 786-9402.

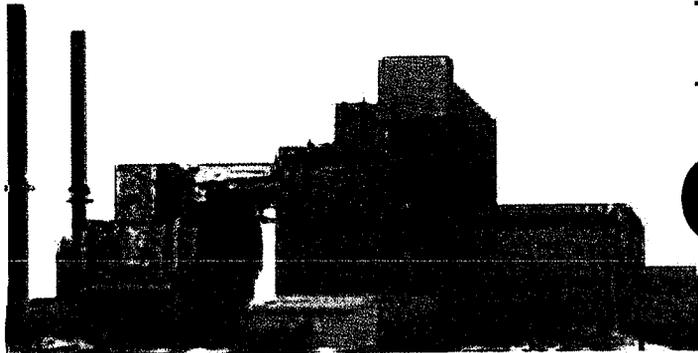
Respectfully Submitted,



James V. O'Toole
City Manager

Escanaba Operating Services
Monthly Report
April 2014

NB # 2
CC/EAC
5/14/14



Escanaba Generating Station

Escanaba
Operating
Services

Executive Summary

The power plant was operated during the month of April 2014, as described in the tables below.

There is **6343** tons of coal on the dock. The OSHA incident, rate for April is zero.

Key Performance Indicators

Measure	Unit of Measure	Month	Year to Date
Steam Plant Gross Electrical Generation	MWH	2106	10565
Unit 1 Net Electrical Generation	MWH	911	4950
Unit 2 Net Electrical Generation	MWH	873	4262
Unit 1 Hours of Operation	Hours	164	484
Unit 2 Hours of Operation	Hours	148	364.4
Coal Consumption	Tons	1139	5974
Coal on Dock	Tons	6343	6343
Steam Plant Net Heat Rate	BTU/KWH	n/a	n/a
Plant Availability	%	100%	91%
Combustion Turbine Gross Electrical Generation	MWH	0	215
Combustion Turbine Station Service	MWH	36.5	194.7
Combustion Turbine Hours of Operation	Hours	0	43
Fuel Oil Consumption	Gallons	0	40195
Combustion Turbine Availability	%	100%	100%

Operations Summary

Unit Starts

Unit 1 and 2 were started twice during the month of April. The Combustion Turbine was not started during the month.

Unit	Date	On-Line Time	Off-Line Time	Reason
1	4-7	00:28		MISO Dispatch
1	4-10		20:45	MISO Request
1	4-28	00:48		MISO Dispatch
2	4-7	05:27		MISO Dispatch
2	4-10		15:45	MISO Request
2	4-28	06:22		MISO Dispatch
CTG				

Unit Trips and Unplanned Outages

Unit	Date	Breaker Open Time	Unit Released	Duration (Hours)	Cause
1	None				
2	Note				
CTG	None				

Planned Outages

There were no Planned Outages during the month of April.

Unit	Start Date	Start Time	End Date	End Time	Cause
1	None				
2	None				
CTG	None				

There were no Forced Outages during the month

Unit	Start Date	End Date	End Time	Load Limit	Cause
1	None				
2	None				
CTG	None				

Maintenance Activities

Plant Major Maintenance Activities for April 2014

Unit 1

Routine maintenance and equipment replacements occurred throughout the month.

Unit 2

#3 Coal Scale failed. Coal was fed in bypass mode.

Combustion Turbine

There were no repairs required on the Combustion Turbine/Generator.

Balance of Plant Outstanding Issues:

None

Emissions Compliance Overview-Air/Water

- There were no Air Monitoring deviations in the month of April.

Air Monitoring Deviations

Start Date	Start Time	End Date	End Time	Opacity Parameter	Cause
None					

Water – NPDES Permit Deviations

- There were no NPDES violations during the month of April.

Water – Groundwater

- There were no Groundwater deviations during the month of April.

Water Monitoring Deviations

Start Date	End Date	Parameter	Cause
None			

Occupational Safety and Health Overview

OSHA Summary of Work Related Injuries and Illnesses

- 1) There were no OSHA work related injuries or illnesses during the month of April in spite of the severely cold weather conditions.

EH&S Incidents – (Near Misses and/or Property Damage)

- 1) There were no lost time accidents, near misses or property damage during the month.

Labor Statistics

Labor Statistics (Note: These statistics are for the 2014 calendar year from Jan 1 through December 31.)

Item	Month	Year to Date
Total Man-Hours Worked	2810	12032.25
Total Number of Standard Time (ST) Hours	2434	10008.5
Total Number of Overtime (OT) Hours	128	911.25
Total Number of Double Time (DT) Hours	248	1032.75

American Transmission Company LLC
Service Agreement No---
Midcontinent ISO FERC Electric Tariff, Fifth Rev. Vol. No. 1

NB#3
CC/EAC
5/14/14

First Amended and Restated

Distribution - Transmission

Interconnection Agreement

by and between

American Transmission Company LLC

as Transmission Owner

and

City of Escanaba, Michigan

as Local Distribution Company

Effective _____, 2014

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FIRST AMENDED AND RESTATED
DISTRIBUTION-TRANSMISSION INTERCONNECTION AGREEMENT

This First Amended and Restated Distribution-Transmission Interconnection Agreement (“Agreement”) is entered into as of _____, 2014, by and between the American Transmission Company LLC, a Wisconsin limited liability company (“Transmission Owner”), having a place of business at W234 N2000 Ridgeview Pkwy Ct., Waukesha, Wisconsin, and City of Escanaba, Michigan (“Local Distribution Company”), a Michigan municipality acting as an electric utility, doing business in Michigan and having a place of business at 1711 Sheridan Road, Escanaba, Michigan. Transmission Owner and Local Distribution Company are individually referred to herein as a “Party” and collectively as “Parties.”

WHEREAS, Local Distribution Company owns and/or operates existing Distribution System facilities that are connected to the Transmission System on the terms set forth in this First Amended and Restated Agreement, and may own and/or operate additional Distribution System facilities in the future that the Parties wish to connect to the Transmission System on the terms set forth in this Agreement; and

WHEREAS, Transmission Owner requires access to parts of Local Distribution Company’s facilities, and Local Distribution Company requires access to parts of Transmission Owner’s facilities; and

WHEREAS, the Parties are parties to a previously executed distribution-transmission interconnection agreement dated February 10, 2009 (“Original Agreement”) that provides for the interconnection of the Local Distribution Company with the Transmission Owner and defines the continuing rights, responsibilities, and obligations of the Parties with respect to the use of certain of their own and the other Party’s property, assets, and facilities; and

WHEREAS, the Parties have agreed to amend and restate the Original Agreement as set forth in this Agreement.

NOW, THEREFORE, in consideration of their respective commitments set forth in this Agreement, and intending to be legally bound, the Parties covenant and agree that the Original Agreement is hereby amended, superseded, replaced in its entirety, and restated as follows:

ARTICLE 1. Definitions

Wherever used in this Agreement with initial capitalization, the following terms shall have the meanings specified or referred to in this Article 1.

- 1.1 Agreement means this First Amended and Restated Distribution-Transmission Interconnection Agreement between Local Distribution Company and Transmission Owner, including all attachments, as the same may be amended, supplemented, or modified in accordance with its terms.

- 1.2 Applicable Laws and Regulations shall have the same meaning as that term is defined under the MISO Tariff.
- 1.3 Applicable Reliability Standards shall have the same meaning as that term is defined under the MISO Tariff.
- 1.4 Balancing Authority shall have the same meaning as that term is defined under the MISO Tariff. Where applicable, the term Balancing Authority may include Local Balancing Authority as that term is defined under the MISO Tariff.
- 1.5 Balancing Authority Area shall have the same meaning as that term is defined under the MISO Tariff. Where applicable, the term Balancing Authority may include Local Balancing Authority as that term is defined under the MISO Tariff.
- 1.6 Blackstart Resources shall have the same meaning as that term is defined by the ERO.
- 1.7 Blackstart System Restoration Plan shall mean a plan utilizing Blackstart Resources designed and implemented by the Transmission Owner in conjunction with its interconnected generation and distribution customers, Balancing Authority, other electric systems, its Reliability Coordinator, the ERO and applicable Regional Entity(ies), in accordance with the Applicable Reliability Standards to energize portions of the Transmission System which are de-energized as a result of a widespread Transmission System disturbance.
- 1.8 Confidential Information shall have the meaning set forth in Section 20.1.
- 1.9 Dispute shall have the meaning set forth under Section 26.1.
- 1.10 Distribution System shall mean the equipment and facilities and the Interconnection Equipment owned by the Local Distribution Company and used to deliver power and energy to end users including but not limited to transformers, switches, and feeders with an operating voltage of less than 50 kilovolts or such other facilities as may be designated by the State Commission or other applicable regulatory agency.
- 1.11 Distribution System Operations Center(s) shall mean the electric Distribution System control center(s) that is/are responsible for monitoring or controlling the Distribution System in real time and that is available for operational coordination with the Transmission System Operations Center(s) at all times or other oral notice recipient designated by the Local Distribution Company under Article 10 to receive such notifications.
- 1.12 Reserved
- 1.13 Due Diligence shall mean the exercise of good faith efforts to perform a required act on a timely basis and in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice using the necessary technical and personnel resources.

- 1.14 Easements shall have the meaning set forth under Section 9.2.
- 1.15 Effective Date shall mean the date the Agreement is executed by the Parties unless otherwise determined by the FERC.
- 1.16 Electric Reliability Organization or ERO shall have the same meaning as that term is defined under the MISO Tariff.
- 1.17 Eligible Customer shall have the same meaning as that term is defined under the MISO Tariff.
- 1.18 Emergency shall have the same meaning as that term is defined under the MISO Tariff.
- 1.19 FERC shall mean the Federal Energy Regulatory Commission or its successor federal agency.
- 1.20 Force Majeure shall have the meaning set forth under Article 15.
- 1.21 Forced Outage shall mean in the case of the Distribution System, taking the Distribution System, in whole or in part, out of service by reason of an Emergency or System Security Condition, unanticipated failure or other cause beyond the reasonable control of Local Distribution Company, when such removal from service was not scheduled in accordance with Section 3.6.4, and, in the case of the Transmission System, taking the Transmission System, in whole or in part, out of service by reason of an Emergency or System Security Condition, unanticipated failure, or other cause beyond the reasonable control of Transmission Owner when such removal from service was not scheduled in accordance with Section 3.6.4.
- 1.22 Good Utility Practice shall have the same meaning as that term is defined under the MISO Tariff.
- 1.23 Governmental Authority shall mean any foreign, federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, arbitrating body, or other governmental authority; provided such entity possesses valid jurisdictional authority to regulate the Parties and the terms and conditions of this Agreement.
- 1.24 Interconnection Facilities shall mean all the equipment that is necessary for the physical and electrical interconnection of the Distribution System to the Transmission System as identified in documents prepared and updated from time to time pursuant to Section 2.2.
- 1.25 Interconnection Point(s) shall mean the point(s) at which the Distribution System is connected to the Transmission System, as set forth in documents prepared and updated from time to time pursuant to Section 2.2.
- 1.26 Interconnection Service shall mean the services provided by the Transmission Owner for the interconnection of the Distribution System with the Transmission System. Interconnection Service does not include the right to Transmission Service on the

Transmission System, which service shall be obtained in accordance with the provisions of the MISO Tariff.

- 1.27 Interconnection Standards shall be those standards made available by the Transmission Owner to establish and maintain interconnected operation in compliance with standards of the ERO, applicable Regional Entity, and applicable state or federal regulations, Good Utility Practice, or by mutual agreement of the Parties.
- 1.28 Interest Rate shall mean the interest rate calculated in accordance with the methodology specified for interest on refunds in the FERC regulations at 18 C.F.R. § 35.19a(a)(2)(iii).
- 1.29 Joint-Use Substation shall mean a substation at which both Parties own Interconnection Facilities.
- 1.30 Knowledge shall mean actual knowledge of the corporate officers or managers of the specified Person charged with responsibility for the particular function as of the Effective Date of this Agreement, or, with respect to any certificate delivered pursuant to this Agreement, the date of delivery of the certificate.
- 1.31 MISO shall mean the Midcontinent Independent System Operator, Inc., or any successor organization.
- 1.32 MISO Tariff shall mean MISO's Open Access Transmission, Energy and Operating Reserve Markets Tariff or any successor tariff on file with the FERC.
- 1.33 Nominal Voltage shall mean an accepted standard voltage level offered by the Transmission Owner, at various points on the Transmission System, including but not limited to 69 kV, 115 kV, 138 kV, 161 kV, 230 kV, and 345 kV.
- 1.34 Normal System Condition shall mean any operating conditions of the Transmission System other than an Emergency or System Security Condition.
- 1.35 Original Agreement shall mean the Distribution-Transmission Interconnection Agreement by and between American Transmission Company LLC as Transmission Provider and City of Escanaba, Michigan, dated as of February 10, 2009.
- 1.36 Party or Parties shall have the meaning set forth in the introductory paragraph of this Agreement.
- 1.37 Person shall mean any individual, partnership, limited liability company, joint venture, corporation, trust, unincorporated organization, or governmental entity or any department or agency thereof.
- 1.38 Planned Outage shall mean action by (i) Local Distribution Company to take its Interconnection Facilities or other equipment or, systems out of service, partially or completely, to perform work on specific components that is scheduled in advance and has a predetermined start date and duration pursuant to the procedures set forth in Section 3.6.4, or (ii) Transmission Owner to take its Interconnection Facilities or other equipment

or systems out of service, partially or completely, to perform work on specific components that is scheduled in advance and has a predetermined start date and duration pursuant to the procedures set forth in Section 3.6.4. Planned Outage shall not include the construction of new facilities or system elements, the modification of existing facilities or system elements addressed in Article 8, which includes, but is not limited to, activities associated with the construction of third party facilities or with the modifications required to accommodate third party facilities.

- 1.39 Protection System shall mean (i) protective relays that respond to electrical quantities, (ii) communications systems necessary for correct operation of protective functions, (iii) voltage and current sensing devices providing inputs to protective relays, (iv) any direct current supplies associated with protective functions (including batteries, battery chargers, and non-battery-based direct current supply), and (v) control circuitry associated with protective functions through the trip coil(s) of the circuit breakers or other interrupting devices.
- 1.40 Protective Relay is a device which detects abnormal power system conditions and, in response, initiates automatic control action.
- 1.41 Qualified Personnel shall mean individuals trained for their positions pursuant to Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice.
- 1.42 Regional Entity shall have the same meaning as that term is defined under the MISO Tariff.
- 1.43 Release shall mean, spill, leak, discharge, dispose of, pump, pour, emit, empty, inject, leach, dump, or allow to escape into or through the environment.
- 1.44 Reliability Coordinator shall mean MISO or any successor Reliability Coordinator recognized and approved by the ERO.
- 1.45 RTU - Remote Terminal Units shall mean a device connected by a communication system to one or more master computers with appropriate software placed at various locations to collect data and perform remote control. It may also perform intelligent autonomous control of electrical systems and report the results back to the master computer(s).
- 1.46 State Commission shall mean the state utility commission or public service commission in the state in which an Interconnection Point is located.
- 1.47 Supervisory Control and Data Acquisition (SCADA) shall mean a system that provides data acquisition, supervisory control and alarm display and control from remote field locations to control centers.
- 1.48 System Security shall mean the ability of the Transmission System to withstand sudden disturbances such as unforeseen conditions, electric short circuits or unanticipated loss of system elements consistent with reliability principles used to design, plan, operate, and

assess the actual or projected reliability of an electric system that are established by any Governmental Authority, the ERO or applicable Regional Entity and which are implemented by Transmission Owner or required of Transmission Owner in compliance with Reliability Coordinator directives.

- 1.49 System Security Condition shall mean a condition or situation in which, in the reasonable good faith determination of Transmission Owner, System Security is not satisfied or is threatened.
- 1.50 Term shall have the meaning set forth in Section 22.1.
- 1.51 Transmission Owner shall mean American Transmission Company LLC and its successors and assigns as registered from time-to-time with the ERO.
- 1.52 Transmission Service shall have the same meaning as that term is defined under the MISO Tariff.
- 1.53 Transmission System shall mean all facilities of Transmission Owner that are classified as part of the transmission function in the MISO Tariff or its successor and the Interconnection Facilities owned by the Transmission Owner.
- 1.54 Transmission System Operations Center(s) shall mean the Transmission Owner's electric Transmission System control center(s) that is/are responsible for monitoring and controlling the Transmission System in real time and is(are) available for operational coordination with the Distribution System Operations Center(s) at all times.

ARTICLE 2. Operational Requirements

- 2.1 Subject to the terms and conditions of this Agreement, Transmission Owner shall provide Local Distribution Company Interconnection Service for each Interconnection Point mutually agreed upon by the Parties and identified pursuant to Section 2.2 below.
- 2.2 The Interconnection Points between the Transmission System and Distribution System, including the locations thereof and all associated equipment, shall be mutually agreed to and identified and described in documents made available by Transmission Owner in accordance with Transmission Owner's business practices, which documents shall be reviewed annually and updated to reflect any additions to, or modifications of, any Interconnection Points or associated equipment. Copies of documents prepared and agreed to under this Section 2.2 shall be provided to both Parties in accordance with Section 10.1, but shall not be considered exhibits or amendments to this Agreement and shall not be filed with FERC.
- 2.3 Performance Standards. Each Party shall perform all of its rights, duties, responsibilities, and obligations under this Agreement in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, the MISO Tariff, and Good Utility Practice. To the extent a Party is required, prevented or limited in taking any action by such regulations and standards, or if the obligations of any Party may become limited by a change in Applicable Laws and Regulations, Applicable Reliability Standards, the

MISO Tariff, and Good Utility Practice after the execution of this Agreement, that Party shall not be deemed to be in Breach of this Agreement. The Party so limited shall notify the other Party orally or in writing as applicable whereupon the Parties shall amend this Agreement to the extent required. Each Party shall comply in all respects with the requests, orders, directives and requirements of the other Party, including those issued from the Transmission Owner in its role of implementing the directives of the Reliability Coordinator. Any such requests, orders, directives or requirements of Transmission Owner must be (a) not unduly discriminatory, and (b) reasonably necessary to maintain the integrity of the Transmission System.

2.4 Reactive Power. Transmission Owner and Local Distribution Company recognize and agree that they have a mutual responsibility for maintaining voltage at the Interconnection Point. Transmission Owner is responsible for maintaining Transmission System voltage and reasonably compensating for reactive power losses resulting from Transmission Service. Local Distribution Company is responsible for controlling Distribution System voltage and reasonably compensating for Distribution System reactive power losses and reactive power consumed by end use customers. The Parties agree to cooperate in the installation and management of reactive power resources connected to their respective systems. The Transmission Owner shall orally notify the Local Distribution Company if the Transmission Owner is unable to maintain voltage at the Interconnection Point. Subject to Attachment FF-ATCLLC of the MISO Tariff, if the failure to comply is due to the Local Distribution Company, the Transmission Owner will orally notify the Local Distribution Company to coordinate a best-value plan solution as soon as possible.

2.5 The Local Distribution Company shall comply with Transmission Owner's Interconnection Standards, for any new Interconnection Points established after the Effective Date of this Agreement, and for any modifications to existing Interconnection Points made after the Effective Date of this Agreement. In the event that the Interconnection Standards are inconsistent with or otherwise conflict with the requirements of Attachment FF-ATCLLC of the MISO Tariff, the provisions of Attachment FF-ATCLLC of the MISO Tariff shall govern.

2.7 Load Shedding

2.7.1 Local Distribution Company shall comply with any under-frequency load shedding program, with installation of under-frequency load shedding equipment and shall maintain such capability in compliance with the applicable Reliability Standards. Alternatively, Local Distribution Company may designate another interconnected party or other entity coordinating load shedding functions that agrees to such designation in writing to fulfill any under-frequency load shedding obligation required by Transmission Owner or the Transmission Operator provided Local Distribution Company provides Transmission Owner with written notification of the means and manner by which such under-frequency load shedding is to be provided, and provided further that such under-frequency load shedding can be accomplished either when such under-frequency load shedding is

required in the amount necessary to assure the reliable operation of Transmission Owner's facilities.

2.7.2 The Local Distribution Company shall install and/or maintain under-voltage load shedding equipment where the need has been determined by mutual agreement to be the best-value resolution to a network reliability problem involving the potential for voltage collapse or cascade tripping of transmission facilities, or other system wide Transmission Service interruptions. The equipment selection and location shall be determined by mutual agreement of the Parties, or as required by the applicable Reliability Standards.

2.7.3 If directed to do so by MISO or the Transmission Owner, the Local Distribution Company shall shed load to maintain the reliability and integrity of the Transmission System, in accordance with the MISO Tariff.

2.8 Not a Reservation for Transmission Service.

2.8.1 Local Distribution Company, or any designated agent that is an Eligible Customer under the MISO Tariff, shall be responsible for making arrangements under the MISO Tariff for Transmission Service and any ancillary services associated with the delivery of capacity and/or energy purchased or produced by the Local Distribution Company, which services shall not be provided under this Agreement.

2.8.2 Local Distribution Company and Transmission Owner make no guarantees to the other under this Agreement with respect to Transmission Service that is available under the MISO Tariff or any other tariff under which transmission service may be available in the region. Nothing in this Agreement shall constitute an express or implied representation or warranty with respect to the current or future availability of Transmission Service.

ARTICLE 3. Operation and Maintenance

3.1 The Parties agree to coordinate the operation of their electrical systems at the Interconnection Points to prevent or minimize detrimental impacts on either Party's system. The Parties agree to operate their respective systems in synchronism at the Interconnection Points that are operated closed.

3.2 Each Party shall operate any equipment that might reasonably be expected to have an impact on the operations of the other Party in a safe and efficient manner and in accordance with the terms of this Agreement.

3.3 (a) Without limiting the generality of Section 3.1, Local Distribution Company shall own, operate and maintain its Distribution System in a manner to prevent degradation of voltage or services of the Transmission System. The Local Distribution Company shall be responsible for the costs to repair or replace the Distribution System and Local Distribution Company's Interconnection Facilities.

- 3.3 (b) Without limiting the generality of Section 3.1, Transmission Owner shall own, operate and maintain its Transmission System in a manner to prevent degradation of voltage or services of Local Distribution Company's Distribution System. The Transmission Owner shall be responsible for the costs to repair or replace the Transmission System and Transmission Owner's Interconnection Facilities.
- 3.4 (a) Except during an Emergency, Local Distribution Company shall not, without prior Transmission Owner authorization, operate any Transmission Owner circuit, including transformer, line or bus elements. Local Distribution Company shall retain the right to operate Transmission Owner equipment during an Emergency. When practical, prior to the Emergency operation of such equipment, Local Distribution Company shall provide oral notice to the Transmission Owner. The Local Distribution Company shall not operate any Transmission System circuit if upon oral notice the Transmission Owner expressly refused to grant permission to the Local Distribution Company. Within five (5) working days of such Emergency, Local Distribution Company shall provide written explanation of such Emergency to the Transmission Owner.
- (b) Except during an Emergency, Transmission Owner shall not, without prior Local Distribution Company authorization, operate any Local Distribution Company circuit, including transformer, line or bus elements. Transmission Owner shall retain the right to operate Local Distribution Company equipment, during an Emergency. When practical, prior to Emergency operation of such equipment, Transmission Owner shall provide oral notice to the Local Distribution Company. The Transmission Owner shall not operate any Distribution System circuit if upon oral notice the Local Distribution Company expressly refused to grant permission to the Transmission Owner. Within five (5) working days of such Emergency, Transmission Owner shall provide written explanation of such Emergency to the Local Distribution Company.
- 3.5 (a) If Transmission Owner reasonably determines that (i) any of Local Distribution Company's Interconnection Facilities fail to perform in a manner consistent with this Agreement, or (ii) Local Distribution Company has failed to perform proper testing or maintenance of its Interconnection Facilities in accordance with this Agreement, Transmission Owner shall give Local Distribution Company written notice as soon as practicable upon such determination to take corrective action. If Local Distribution Company fails to initiate corrective action promptly, and in no event later than seven (7) calendar days after the delivery of such notification, and if in Transmission Owner's reasonable judgment leaving Local Distribution Company's Distribution System connected with Transmission System would create an Emergency or System Security Condition, Transmission Owner may, with as much prior oral notification to Local Distribution Company and Balancing Authority as practicable, open only the Interconnection Point(s) needing corrective action connecting the Local Distribution Company and Transmission Owner until appropriate corrective actions have been completed by Local Distribution Company, as verified by Transmission Owner. Transmission Owner's judgment with regard to an interruption of service under this paragraph

shall be subject to Section 3.1 hereto. In the case of such interruption, Transmission Owner shall immediately confer with Local Distribution Company regarding the conditions causing such interruption and its recommendation concerning timely correction thereof. Both Parties shall act promptly to correct the condition leading to such interruption and to restore the connection.

- 3.5 (b) If Local Distribution Company reasonably determines that (i) any of Transmission Owner's Interconnection Facilities fail to perform in a manner consistent with this Agreement, or (ii) Transmission Owner has failed to perform proper testing or maintenance of its Interconnection Facilities in accordance with this Agreement, Local Distribution Company shall give Transmission Owner written notice as soon as practicable upon such determination to take corrective action. If Transmission Owner fails to initiate corrective action promptly, and in no event later than seven (7) calendar days after the delivery of such notification, and if in Local Distribution Company's reasonable judgment leaving Transmission System connected with Local Distribution Company's Distribution System would create an Emergency, Local Distribution Company may, with as much prior oral notification to Transmission Owner and Balancing Authority as practicable, open only the Interconnection Point(s) needing corrective action connecting the Transmission Owner and Local Distribution Company until appropriate corrective actions have been completed by Transmission Owner, as verified by Local Distribution Company. In the case of such interruption, Local Distribution Company shall immediately confer with Transmission Owner regarding the conditions causing such interruption and its recommendation concerning timely correction thereof. Both Parties shall act promptly to correct the condition leading to such interruption and to restore the connection.

3.6 Outages.

- 3.6.1 Outage Authority and Coordination. Subject to Section 2.3 and Transmission Owner's business practices, each Party may, in close cooperation with the other, remove from service its system elements that may impact the other Party's system as necessary in order to perform maintenance or testing or to replace installed equipment. Absent the existence of an Emergency, the Party scheduling a removal of a system element from service will use good faith efforts to schedule such removal on a date mutually acceptable to both Parties.
- 3.6.2 The Parties, consistent with Section 2.3 above, shall coordinate on all inspections, outages, and maintenance of their respective equipment, facilities and systems so as to minimize the impact on the availability, reliability and security of both Parties' systems and operations when the outage is likely to have a materially adverse impact on the other Party's system. The Parties shall communicate Planned Outage schedules as promptly as possible, provided that in no event shall such schedule be provided less than fifteen (15) days prior to a Planned Outage. The Parties shall keep each other updated regarding any changes to such schedules.

3.6.3 Forced Outage.

3.6.3.1 Distribution System Forced Outage. In the event of a Forced Outage of a system element of the Distribution System adversely affecting the Transmission System, the Local Distribution Company shall promptly restore that system element to service as soon as practicable.

3.6.3.2 Transmission System Forced Outage. In the event of a Forced Outage of a system element of the Transmission System adversely affecting the Local Distribution Company's Distribution System, the Transmission Owner shall restore that system element to service as soon as practicable.

3.6.4 Planned Outage.

3.6.4.1 Distribution System Planned Outage. In the event of a Planned Outage of a system element of the Distribution System adversely affecting the Transmission System, the Local Distribution Company shall promptly restore that system element to service in accordance with its schedule for the work that necessitated the Planned Outage.

3.6.4.2 Transmission System Planned Outage. In the event of a Planned Outage of a system element of the Transmission System adversely affecting the Local Distribution Company's Distribution System, the Transmission Owner shall restore that system element to service in accordance with its schedule for the work that necessitated the Planned Outage.

3.7 Blackstart System Restoration Plan Participation. Local Distribution Company agrees to participate in Transmission Owner's Blackstart System Restoration Plan in the event such participation is required to restore the Transmission System, notwithstanding that Local Distribution Company does not provide Blackstart Resources to Transmission Owner in fulfillment of Transmission Owner's Blackstart System Restoration Plan. In the event that the Local Distribution Company provides Blackstart Resources in support of Transmission Owner's System Restoration Plan, the provision of such services shall be governed by separate agreements between the Parties.

ARTICLE 4. Supervisory Control and Data Acquisition, SCADA

4.1 Interconnection Points containing SCADA and communications equipment installed prior to the Effective Date shall be considered to satisfy the terms and conditions of this Article. For those Interconnection Points that existed prior to the Effective Date that did not contain SCADA and communications equipment, and for new Interconnection Points installed after the Effective Date, where SCADA and communications equipment is necessary for the Transmission Owner to perform monitoring, state estimation and contingency analysis, the Local Distribution Company shall install, and operate such equipment. The Parties, or an entity acting on behalf of a Party, shall share equally in the ownership and all costs of the equipment and its installation, unless mutually agreed otherwise. Each Interconnection Point or other mutually agreeable location shall be equipped with SCADA and communications that monitors or controls each Party's

equipment and shall have one dedicated communications path to the Local Distribution Company's Control Center for transferring the RTU data. The cost of the dedicated communications path and general use station phone shall be shared on an equal basis. Additional data paths and communications equipment requested for installation, either emanating from the substation or the Local Distribution Company's Control Center, will be at the expense of the requestor. This data and status information may be real time or with a time delay acceptable to the Transmission Owner. The method of providing this data and control will be via an industry standard protocol such as ICCP or other method agreed to by the Parties. Such data and control may include, but not be limited to real and reactive power, voltage, current, device status, communication system status and device control.

- 4.2 The Transmission Owner reserves the right at its expense, to require, for new or modified Local Distribution Company Interconnection Points, to install a Transmission Owner's RTU or to request the installation of a dual port RTU within the Local Distribution Company's substation to provide data and control of Transmission Owner's facilities directly to Transmission Owner. The Local Distribution Company will assist in furnishing desired inputs and outputs for the Transmission Owner's RTU.
- 4.3 The data described in Section 4.2 shall consist of instantaneous values of MW, Mvar, voltage and current (amperes). Amperes may be measured directly or calculated based on measured values.
 - 4.3.1 Such data shall be supplied to a Remote Terminal Unit (RTU) or comparable communication device for communication to Transmission Owner.
 - 4.3.2 Transducers may utilize the voltage transformers and current transformer secondary circuits also utilized by any metering equipment for a particular interconnection. data pursuant to Section 4.3 are a minimum requirement.
 - 4.3.3 Transducers shall have maximum 0.3% inaccuracy. Transducers shall be field calibrated as necessary and documentation shall be retained showing the calibration results until three (3) years after the last calibration.
- 4.4 To the extent new SCADA and associated communications equipment is to be installed, the Local Distribution Company shall install or facilitate installation of SCADA and associated communications equipment as soon as practicable, provided that installation shall be accomplished within a time period of no more than 180 calendar days following written notice by Transmission Owner or prior to installation of any new Interconnection Points.

ARTICLE 5. [RESERVED]

ARTICLE 6. Protective Relaying and Control

- 6.1 Transmission Owner shall have the right to review and acknowledge all new Protection System facilities, including equipment settings, Protective Relay schemes, drawings, and functionality associated with each Interconnection Point. If Transmission Owner

concludes that upon review, the Protection System facilities do not meet the Interconnection Standards, the Transmission Owner can request that such Protection System Facilities be modified. Local Distribution Company shall have the right to review all new Protection System facilities, including equipment settings, protective relay schemes, drawings, and functionality associated with each Interconnection Point installed by the Transmission Owner. Protection System facilities installed before the Effective Date shall be considered to satisfy the terms and conditions of this Article 6. When existing equipment or schemes installed prior to the Effective Date, are replaced or when new equipment or schemes are installed per this Article 6 or in association with new Interconnection Points, then the terms and conditions of Article 6 shall apply. The Local Distribution Company shall perform this work at its expense.

- 6.2 To the extent that there is generation on the Distribution System which, in the reasonable judgment of either Party may have a material adverse impact on the Transmission System so as to cause the Point of Interconnection not to comply with Transmission Owner's Interconnection Standards, the Local Distribution Company shall install and maintain relays, circuit breakers, and all other devices necessary to promptly correct any material contribution to the adverse impact of such generation on the Transmission System and not otherwise isolated by the Transmission Owner equipment. Such adverse impacts include 1) creation of sustained islands involving such generation, the Transmission System and other distribution interconnections to the Transmission System and 2) contributions of current to transmission faults including to an extent that creates overvoltages on the Transmission System. Such protective equipment shall include, without limitation, a disconnecting device or switch with load interrupting capability to be located between the generation and the Transmission System at an accessible, secure, and satisfactory site selected upon mutual agreement of the Parties. Transmission Owner shall not be responsible for protection of such generation, but may contribute to a solution in accordance with Best Value Planning (as defined in Attachment FF-ATCLLC to the MISO Tariff).
- 6.3 Any Protection System facilities which cause any Transmission Owner protective device or Local Distribution Company protective device connected to a Transmission Owner bus to operate shall be maintained and tested in accordance with the provisions of this Article 6.
- 6.4 Local Distribution Company and Transmission Owner shall operate, maintain and test their respectively owned Protection System facilities listed in documents prepared and updated from time to time pursuant to Section 2.2. The Parties shall, upon request, provide the other Party with access to copies of operation and maintenance manuals and test records for all Protection System facilities associated with each Interconnection Point.
- 6.5 The Parties shall periodically test their respective Protection Systems associated with the Interconnection Points for correct calibration and operation. The Parties shall coordinate the design, installation, operation, and testing of Protection System facilities associated with the Interconnection Points to ensure that such relays operate in a coordinated manner so as to not cause adverse operating conditions on the other Party's system.

- 6.6 All maintenance and testing performed on the Protection System facilities associated with an Interconnection Point must be performed by Qualified Personnel. In addition, either Party may request visual inspection of all Protection System facilities associated with an Interconnection Point and associated maintenance and testing records which shall be accommodated or provided by the other Party. Maintenance and testing records shall be provided to the other Party upon request.
- 6.6.1 When Transmission Owner's system protection requirements change or Transmission Owner modifies its Protection System facilities and such modifications affect the serviceability and acceptability of the Local Distribution Company's Protection System facilities, the Local Distribution Company shall modify its Protection System facilities as necessary to bring them into compatibility with and to the same technological standards as those of the Transmission Owner and at the expense of the Local Distribution Company. Transmission Owner shall give Local Distribution Company written notice of such upgrade as soon as practicable prior to the anticipated date of such upgrade.
- 6.6.2 When Local Distribution Company's system protection requirements change or Local Distribution Company modifies its Protection System facilities and such modification affects the serviceability and acceptability of the Transmission Owner's Protection System facilities, Transmission Owner must upgrade its Protection System facilities as necessary to bring them into compatibility with and to the same technological standards as those of the Local Distribution Company and at the expense of the Transmission Owner. Local Distribution Company shall give Transmission Owner written notice of such upgrade as soon as practicable prior to the anticipated date of such upgrade.
- 6.6.3 The documents prepared pursuant to Section 2.2 above shall be updated by the Parties to reflect any changes in Protection System facilities as they are made.

ARTICLE 7. Planning and Obligation to Serve

- 7.1 Adequacy Obligation. Subject to applicable regulatory approvals, including adherence to planning requirements and principles of MISO Tariff Attachment FF-ATCLLC, the oversight and direction of the MISO (or any successor regional transmission organization) where applicable, and the requirements of Transmission Owner's Operating Agreement¹, the Transmission Owner shall have a public utility duty to operate, maintain, plan and construct its Transmission System so that the system is adequate:
- (a) (i) to support effective competition in energy markets without favoring any market participant;

¹ Operating Agreement of American Transmission Company LLC, Dated as of January, 2001, Section 2.7

- (ii) to deliver on a reliable basis the reasonable, projected needs of all loads on the electric distribution systems connected to and dependent upon the Transmission Owner's facilities for delivery of reliable, low-cost and competitively-priced electricity to such distribution systems; and
 - (iii) to provide needed support to the distribution systems interconnected to the Transmission System, where a transmission addition is the best-value plan for addressing an improvement need, including but not limited to, the reliability needs of the distribution systems that are owned by initial investors in the Transmission Owner or their members; and
- (b) to receive energy from both existing and new generating facilities connected to and dependent upon Transmission Owner's transmission of such energy.

In meeting these obligations, the Transmission Owner shall treat the needs of each electric distribution system interconnected to the Transmission System, the electric loads on each system and interconnected generation facilities in a nondiscriminatory manner. The costs of additions to the Transmission System to meet this adequacy obligation shall not be directly assigned or charged to a distribution system, to end users or to generation facilities separately, except in circumstances where approved or required by the appropriate Governmental Authority, or the MISO Tariff.

- 7.2 The Parties shall discuss at appropriate intervals, or as requested by the other Party, the needs and plans of each Party that could reasonably be anticipated to impact the other Party. The Parties agree to cooperate and coordinate as necessary on planning and construction of either Party's projects which are reasonably anticipated to impact the other Party.
- 7.3 If the Parties agree upon the need to add interconnection project, they shall cooperate and coordinate in seeking all necessary regulatory approvals. Transmission Owner shall coordinate and cooperate with Local Distribution Company with respect to all communications and commitments to municipal, county, and state agencies involved.
- 7.4 If Local Distribution Company proposes construction of a transmission project and Transmission Owner does not agree that such project is needed, Local Distribution Company shall have the right to petition the State Commission or other applicable regulatory agency for a declaratory ruling on whether the proposed project is needed pursuant to Transmission Owner's public-utility duty to plan and construct a reliable, adequate system. The Parties agree that the State Commission ruling will be binding upon them.
- 7.5 Load Growth and Reliability Needs. Transmission Owner is obligated to plan and install any Transmission System components that may be necessary in accordance with Section 7.1 to accommodate Local Distribution Company's planned load growth and planned reliability improvements. Transmission Owner will construct new interconnections to Local Distribution Company facilities in accordance with all other agreements in effect between the Parties.

To facilitate planning and construction discussions according to Section 7.2, the Local Distribution Company or its designated representative shall annually submit the following to the Transmission Owner,

- 7.6 (a) No later than November 1 of each year, the most recent actual summer and winter real (MW) and reactive power (Mvar) demands for all Interconnection Points and coincident with the Transmission Owner's peak demand for these seasons; and
- (b) Annually, not later than May 1 of each year, real (MW) and reactive (Mvar) power summer peak demand forecasts for each Local Distribution Company Interconnection Point for a minimum of the next eleven (11) years.

ARTICLE 8. New Construction and Modification

- 8.1 Subject to this Article 8 and Attachment FF-ATCLLC of the MISO Tariff, Transmission Owner may construct additional Transmission System elements or modify the existing Transmission System and Local Distribution Company may construct additional Distribution System elements or modify the existing Distribution System. Each Party shall only be responsible for the costs to modify its own system elements and the costs to construct new elements of its system and shall not be responsible for the costs which may be imposed on the other Party as a result of such modification or new construction. However, during the period while such modification or new construction is under way, the Party modifying the system elements or constructing new system elements is obligated to maintain the transmission, distribution and communications capabilities of the other Party to avoid or minimize any adverse impact on the other Party.
- 8.2 Notwithstanding any other provision of this Agreement, no modifications to, or new construction of, facilities, or access thereto, including but not limited to rights-of-way, fences, and gates, shall be made by either Party which might reasonably be expected to have a material effect upon the other Party with respect to operations or performance under this Agreement, without (a) prior written notification as set forth in this Article 8, and (b) providing the other Party with sufficient information regarding the work prior to commencement to enable such Party to evaluate the impact of the proposed work on its operations. The information provided must be of sufficient detail to satisfy reasonable Transmission Owner or Local Distribution Company review and operational requirements. Each Party shall use reasonable efforts to minimize any adverse impact on the other Party.
- 8.3 If any Party intends to install any new facilities, equipment, systems, or circuits or any modifications to existing or future facilities, equipment, systems or circuits that could reasonably be expected to have a material effect upon the operation of the other Party, the Party desiring to perform said work shall, in addition to the requirements of Section 8.2, provide the other Party with written notice, drawings, plans, specifications and other necessary documentation for review at least 60 calendar days prior to the start of the construction of any such installation. This notice period shall not apply to modifications or new installations made to resolve or prevent pending Emergency or Network Security Conditions.

- 8.4 The Party reviewing any drawings, plans, specifications, or other necessary documentation shall provide any comments in writing to the performing Party no later than 30 calendar days prior to the start of the construction of any installation. The performing Party shall incorporate all requested modifications to the extent required to maintain compliance with this Agreement.
- 8.5 Within 180 calendar days following placing in-service any modification or construction subject to this Article 8, including those made to resolve or prevent pending Emergency or System Security Conditions, the Party initiating the work shall provide "as built" drawings, plans and related technical data to the other Party in accordance with Section 10.1. Approval or review of any document referenced in this Agreement shall not relieve the initiating Party of its responsibility for the design or construction of any proposed facility, nor shall it subject the other Party to any liability, except with respect to the confidentiality provisions of Article 20.
- 8.6 Each Party shall, at its own expense, have the right to inspect or observe all maintenance activities, equipment tests, installation work, construction work, and modification work to the facilities of the other Party that could have a material effect upon the facilities or operations of the first Party.

ARTICLE 9. Access to Facilities

- 9.1 The Parties hereby agree to provide each other access to facilities, properties, equipment and records as may be necessary and appropriate to enable each Party to maintain its respective facilities, equipment and property. Such access shall be provided in a manner so as not to unreasonably interfere with the ongoing business operations, rights, and obligations of either Party.
- 9.2 Without limiting the generality of Section 9.1, Transmission Owner shall have access to all of its equipment, systems, and facilities located on Local Distribution Company's property through easements granted to Transmission Owner in the terms and conditions of which are acceptable to the Transmission Owner ("Easements"), and Local Distribution Company shall have access to all its equipment, systems and facilities located on Transmission Owner's property through Easements, the terms and conditions of which are acceptable to Local Distribution Company. Each Party shall furnish at no cost to the other Party any necessary access, easements, licenses, and/or rights of way upon, over, under, and across lands owned or controlled by either Party and/or its affiliated interests for the construction and operation of necessary lines, substations, and other equipment to accomplish interconnection of the facilities with the Transmission System under this Agreement and shall, at all reasonable times, give the other Party, or its agents, free access to such lines, substations, and equipment. Local Distribution Company grants to Transmission Owner at all reasonable times and with reasonable supervision, the right of free ingress and egress to Local Distribution Company's premises for the purpose of installing, testing, reading, inspecting, repairing, operating, altering, or removing any of Transmission Owner's facilities located on Local Distribution Company's premises or for other purposes necessary to enable Transmission

Owner to transmit electric energy, suspend the transmission of electric energy, or determine Local Distribution Company's compliance with this Agreement.

- 9.3 Each Party shall provide the other Party keys, access codes or other access methods necessary to gain unassisted access to a Joint-Use Substation to exercise rights under this Agreement. Access to any of the Parties' interconnection substations subject to this Agreement shall only be granted to Qualified Personnel and according to the Parties' respective access control standards.
- 9.4 Neither Party shall make changes to the site topography or accesses, including but not limited to grading or drainage, that could reasonably be expected to have a material adverse effect upon the other Party's facilities or common use drainage or pollution controls systems without the prior written consent of the other Party, such consent not to be unreasonably withheld.

ARTICLE 10. Notifications and Reporting

- 10.1 Unless otherwise provided, any written notice or materials required to be given by either Party to the other Party in connection with this Agreement shall be given to contacts identified in accordance with Section 10.2: (a) personally; (b) by electronic communication (if recipient thereafter sends electronic communication reply notice to sender to confirm receipt of notice); (c) by registered or certified U.S. mail, return receipt requested, postage prepaid; (d) by reputable overnight carrier, with acknowledged receipt of delivery; or (e) any other method mutually agreed by the Parties in writing. Notice shall be deemed given on the date of receipt personally. Notice sent by electronic communication shall be deemed given on the date the transmission is confirmed by sender's electronic communication system, so long as the electronic communication is sent on a business day during normal business hours of the recipient. Otherwise, the notice shall be deemed given on the next succeeding business day. Notice provided by mail or overnight courier shall be deemed given at the date of acceptance or refusal of acceptance shown on such receipt.
- 10.2 Upon execution of this Agreement, each Party shall provide to the other the name(s), address(es), and other contact information for its respective notice contact(s), and shall update such information within 30 calendar days of any change. Such notice contacts are responsible for functioning as the primary point of contact for the respective Parties' transmittal and receipt of written notices and communications.
- 10.3 Each Party shall provide prompt oral notice describing the nature and extent of the condition, the impact on operations, and all corrective action, to the other Party of any Emergency or System Security Condition which may be reasonably anticipated to affect the other Party's equipment, facilities or operations. Either Party may take reasonable and necessary action, both on its own and the other Party's system, equipment, and facilities, to prevent, avoid or mitigate injury, danger, damage or loss to its own equipment and facilities, or to expedite restoration of service; provided however, that the Party taking such action shall give the other Party prior oral notice, if at all possible, before taking any action on the other Party's system, equipment, or facilities.

- 10.4 In the event of an Emergency or System Security Condition contemplated by Section 10.3, each Party shall provide the other with such information, documents, and data necessary for operation of the Transmission System and Distribution System, including, without limitation, such information which is to be supplied to any Governmental Authority, ERO, Regional Entity, or Transmission System Operations Center or Balancing Authority.
- 10.5 In order to continue interconnection of the Distribution System and Transmission System, each Party shall promptly provide the other Party in writing with all relevant information, documents, or data regarding the Distribution System and the Transmission System that would be expected to affect the Distribution System or Transmission System, and which is reasonably requested by the other Party, the ERO, a Regional Entity, or any Governmental Authority.
- 10.6 For either Party's routine maintenance, testing and/or inspection activities on their own equipment that could potentially trip the other Party's equipment, but does not otherwise require major equipment or system outages, the Party performing the same shall provide the other Party with advance written notice as provided in Section 10.1 and Section 10.2.
- 10.7 Transmission Owner shall orally notify Local Distribution Company prior to entering Local Distribution Company's facilities for routine measurements and inspections. Local Distribution Company shall orally notify the Transmission Owner prior to entering Transmission Owner's facilities or a Joint-Use Substation for routine maintenance, testing, operations, measurements, inspections and meter reads.
- 10.8 Each Party shall provide prompt oral notice to the other Party of any system alarm that applies to the other Party's equipment, unless the system alarm is automatically sent to the other Party.
- 10.9 Upon request and in accordance with Section 10.1, each Party shall provide to the other Party a report or a copy of the data from a system events recorder or digital fault recorder that applies to the other Party's equipment.
- 10.10 Each Party agrees to immediately notify the other Party orally, and then in writing, of any labor dispute or anticipated labor dispute of which its management has actual knowledge that might reasonably be expected to affect the operations of the other Party with respect to this Agreement.
- 10.11 Unless otherwise specified in this Agreement, any oral notifications required of the Local Distribution Company to the Transmission Owner in this Agreement shall be made to the Transmission System Operations Center.
- 10.12 Unless otherwise specified in this Agreement, any oral notifications required of the Transmission Owner to the Local Distribution Company in this Agreement shall be made to the Distribution System Operations Center responsible for the Interconnection Point.

ARTICLE 11. Safety

- 11.1 Each Party agrees that all work performed by either Party that may reasonably be expected to affect the other Party shall be performed in accordance with all Applicable Laws and Regulations, Applicable Reliability Standards, safety standards, practices and procedures and other requirements pertaining to the safety of persons or property, (including, but not limited to those of the Occupational Safety and Health Administration, the National Electrical Safety Code and those developed or accepted by Transmission Owner and Local Distribution Company for use on their respective systems) when entering or working in the other Party's property or facilities or switching area. A Party performing work within the boundaries of the other Party's facilities must abide by the safety rules applicable to the site.
- 11.2 Each Party shall be solely responsible for the safety and supervision of its own employees, agents, representatives, and subcontractors.
- 11.3 Transmission Owner shall immediately orally report any injuries that occur while working on the Local Distribution Company's property or facilities or switching area to appropriate agencies and the Local Distribution Company. Local Distribution Company shall immediately orally report any injuries that occur while working on the Transmission Owner's property, facilities or switching area to appropriate agencies, the Transmission System Operations Center. Each Party will provide the other Party with its clearing/tagging/lockout procedures in accordance with Section 10.1. For clearances requested on the Local Distribution Company's equipment, Local Distribution Company procedures shall govern. For clearances requested on the Transmission Owner's equipment, Transmission Owner procedures shall govern.

ARTICLE 12. Environmental Compliance and Procedures

Each Party shall orally notify the other Party immediately upon discovery of any Release of any hazardous substance by it on the property or facilities of the other Party, or which may migrate to, or adversely impact the property, facilities or operations of, the other Party and shall promptly furnish to the other Party copies of any reports filed with any governmental agencies addressing such events. Such oral notification shall be followed by written notification within twenty-four (24) hours. The Party responsible for the Release of any hazardous substance on the property or facilities of the other Party, or which may migrate to, or adversely impact the property, facilities or operations of, the other Party shall be responsible for the reasonable cost of performing any and all remediation or abatement activity and submitting all reports or filings required by environmental laws. Advance written notification (except in emergency situations, in which oral, followed by written notification, shall be provided as soon as practicable) shall be provided by any Party performing any remediation or abatement activity on the property or facilities of the other Party, or which may adversely impact the property, facilities, or operations of, the other Party. Except in emergency situations, such remediation or abatement activity shall be performed only with the written consent of the Party owning the affected property or facilities. The Parties agree to coordinate, to the extent necessary, the preparation of site plans, reports or filings required by law or

regulation, including but not limited to Spill Prevention, Control and Countermeasures (SPCC) and Stormwater Pollution Prevention Plans (SWPP) required by any regulatory agency of competent jurisdiction.

ARTICLE 13. Billings and Payment

- 13.1 In accordance with Section 10.1, any invoices payable under this Agreement shall be provided to the other Party during the preceding month and shall be prepared within a reasonable time after the first day of each month. Each invoice shall delineate the month in which services were provided, shall fully describe the services rendered and shall be itemized to reflect the services performed or provided. The invoice shall be paid within sixty (60) calendar days of the invoice date. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named by the Party being paid, provided that payments expressly required by this Agreement to be mailed shall be mailed in accordance with Section 13.2.
- 13.2 Any payments required to be made under this Agreement shall be made by one Party to the other Party in accordance with Section 10.1.
- 13.3 The rate of interest on any amount not paid when due shall be equal to the Interest Rate in effect at the time such amount became due. Interest on delinquent amounts shall be calculated from the due date of the bill to the date of the payment. When payments are made by mail, bills shall be considered as having been paid on the date of receipt by the other Party. Nothing contained in this Article is intended to limit either Party's remedies under Article 21 of this Agreement.
- 13.4 Payment of an invoice shall not relieve the paying Party from any responsibilities or obligations it has under this Agreement, nor shall such payment constitute a waiver of any claims arising hereunder.
- 13.5 If all or part of any bill is disputed by a Party, that Party shall promptly pay the amount that is not disputed and provide the other Party a reasonably detailed written explanation of the basis for the Dispute pursuant to Article 26. The disputed amount shall be paid into an independent escrow account pending resolution of the Dispute, at which time the prevailing Party shall be entitled to receive the disputed amount, as finally determined to be payable, along with interest accrued at the Interest Rate through the date on which payment is made, within ten (10) business days of such resolution.
- 13.6 Neither Party shall be responsible for the other Party's costs of collecting amounts due under this Agreement, including attorney fees and expenses and the expenses of arbitration.
- 13.7 Subject to the Confidentiality provisions of Article 20, within two (2) years following a calendar year, during normal business hours, Local Distribution Company and Transmission Provider shall have the right to audit each other's accounts and records pertaining to transactions under this Agreement that occurred during such calendar year at the offices where such accounts and records are maintained; provided that the audit shall be limited to those portions of such

accounts and records that reasonably relate to the services provided to the other Party under this Agreement for said calendar year. The Party being audited shall be entitled to review the audit report and any supporting materials. To the extent that audited information includes Confidential Information, the auditing Party shall keep all such information confidential pursuant to Article 20.

ARTICLE 14. Applicable Regulations and Interpretation

- 14.1 Each Party's performance under this Agreement is subject to the condition that all requisite governmental and regulatory approvals for such performance are obtained in form and substance satisfactory to the other Party in its reasonable judgment. Each Party shall exercise Due Diligence and shall act in good faith to secure all appropriate approvals in a timely fashion.
- 14.2 This Agreement is made subject all Applicable Laws and Regulations and all orders issued by a Governmental Authority.

ARTICLE 15. Force Majeure

- 15.1 General. Except for the obligation to make any payments under this Agreement, neither Party shall be considered to be in default or breach of this Agreement or liable in damages or otherwise responsible to the other Party for any delay in or failure to carry out any of its obligations under this Agreement if, and only to the extent that, the Party is unable to perform or is prevented from performing by an event of Force Majeure. Notwithstanding the foregoing sentence, neither Party may claim Force Majeure for any delay or failure to perform or carry out any provision of this Agreement to the extent that such Party has been negligent or engaged in intentional misconduct and such negligence or intentional misconduct substantially and directly caused that Party's delay or failure to perform or carry out its duties and obligations under this Agreement.
- 15.2 Force Majeure Defined. The term Force Majeure means those events beyond the reasonable control of, and without the fault or negligence of, the Party claiming Force Majeure which, through the exercise of Good Utility Practice, that Party could not have avoided and which, by exercise of Due Diligence, that Party is unable to overcome. Such events include, but are not limited to, the following, to the extent they conform to the foregoing criteria: labor disputes (including a strike) flood; lightning strikes; earthquake; storm, ice, fire; epidemic; war; invasion; riot; civil disturbance; sabotage or vandalism; explosion; insurrection; military or usurped power; action of any court or Governmental Authority, or any civil or military authority de facto or de jure; act of God or the public enemy; or any other event or cause of a similar nature beyond a Party's reasonable control. Mere economic hardship does not constitute Force Majeure.
- 15.3 Procedures. A Party claiming Force Majeure must:
- 15.3.1 Give written notice to the other Party of the occurrence of a Force Majeure event no later than three (3) business days after learning of the occurrence of such an event;

- 15.3.2 Use Due Diligence to resume performance or the provision of service hereunder as soon as practicable;
- 15.3.3 Take all commercially reasonable actions to correct or cure the Force Majeure event;
- 15.3.4 Exercise all reasonable efforts to mitigate or limit damages to the other Party; except that neither party shall be required to settle any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest; and
- 15.3.5 Provide prompt written notice to the other Party of the cessation of the adverse effect of the Force Majeure event on its ability to perform its obligations under this Agreement.

ARTICLE 16. Limitation of Liability

With respect to claims by and between the Parties under this Agreement, notwithstanding any other provision of this Agreement, liability of each Party shall be limited to direct actual damages, and all other damages at law or in equity are waived. Under no circumstances shall either Party or its affiliates, directors, officers, employees, and agents, or any of them, be liable in statute, contract, in tort (including negligence), strict liability, warranty or under any other legal theory or otherwise to the other Party, its agents, representatives, and/or assigns, for any special, incidental, punitive, exemplary or consequential loss or damage whatsoever, including, but not limited to, loss of profits or revenue on work not performed, for loss of use of or under-utilization of the other Party's facilities, loss of use of revenues, attorneys' fees, litigation costs, or loss of anticipated profits, resulting from either Party's performance or non-performance of an obligation imposed on it by this Agreement, without regard to the cause or causes related thereto, including the negligence of any Party. The Parties expressly acknowledge and agree that this limitation shall apply to any claims for indemnification under Article 17 of this Agreement. The provisions of this section shall survive the termination or expiration of this Agreement.

ARTICLE 17. Indemnification

- 17.1 Local Distribution Company's Indemnification. Subject to the provisions of Article 16 and the limitation of liability set forth in the MISO Tariff, Local Distribution Company shall indemnify, hold harmless and defend Transmission Owner, and its officers, directors, employees, affiliates, managers, members, trustees, shareholders, agents, contractors, subcontractors, affiliates' employees, invitees and successors, from and against any and all claims, demands, suits, obligations, payments, liabilities, costs, losses, judgments, damages and expenses (including the reasonable costs and expenses of any and all actions, suits, proceedings, assessments, judgments, settlements, and compromises relating thereto, reasonable attorneys' and expert fees and reasonable disbursements in connection therewith) for damage to property, injury to any person or entity, or death of any individual, including Transmission Owner's employees and affiliates' employees,

Local Distribution Company's employees, or any other third parties, to the extent caused wholly or in part by any act or omission, negligent or otherwise, by Local Distribution Company or its officers, directors, employees, agents, contractors, subcontractors and invitees arising out of or connected with Local Distribution Company's performance or breach of this Agreement, or the exercise by Local Distribution Company of its rights hereunder; provided, however, that the provisions of this Section shall not apply if any such injury, death or damage is held to have been caused by the negligence or intentional wrongdoing of Transmission Owner, its agents or employees. In furtherance of the foregoing indemnification and not by way of limitation thereof, Local Distribution Company hereby waives any defense it otherwise might have under applicable workers' compensation laws.

- 17.2 Transmission Owner's Indemnification. Subject to the provisions of Article 16 and the limitation of liability set forth in the MISO Tariff, Transmission Owner shall indemnify, hold harmless and defend Local Distribution Company, its parent and its officers, directors, employees, affiliates, managers, members, trustees, shareholders, agents, contractors, subcontractors, invitees and successors, from and against any and all claims, demands, suits, obligations, payments, liabilities, costs, losses, judgments, damages and expenses (including the reasonable costs and expenses of any and all actions, suits, proceedings, assessments, judgments, settlements, and compromises relating thereto, reasonable attorneys' and expert fees and reasonable disbursements in connection therewith) for damage to property, injury to any entity or person, or death of any individual, including Local Distribution Company's employees and affiliates' employees, Transmission Owner's employees, or any other third parties, to the extent caused wholly or in part by any act or omission, negligent or otherwise, by Transmission Owner or its officers, directors, employees, agents, contractors, subcontractors and invitees arising out of or connected with Transmission Owner's performance or breach of this Agreement, or the exercise by Transmission Owner of its rights hereunder; provided, however, that the provisions of this Section shall not apply if any such injury, death or damage is held to have been caused by the negligence or intentional wrongdoing of Local Distribution Company, its agents or employees. In furtherance of the foregoing indemnification and not by way of limitation thereof, Transmission Owner hereby waives any defense it otherwise might have under applicable workers' compensation laws.
- 17.3 Indemnification Procedures. Any Party seeking indemnification under this Agreement shall give the other Party written notice of such claim as soon as practicable but in any event on or before the thirtieth (30th) day after the Party's actual knowledge of such claim or action. Such notice shall describe the claim in reasonable detail, and shall indicate the amount (estimated if necessary) of the claim that has been, or may be sustained by, said Party. To the extent that the other Party will have been actually and materially prejudiced as a result of the failure to provide such notice, such notice will be a condition precedent to any liability of the other Party under the provisions for indemnification contained in this Agreement. Neither Party may settle or compromise any claim for which indemnification is sought under this Agreement without the prior consent of the other Party; provided, however, said consent shall not be unreasonably withheld or delayed. Each Party's indemnification obligation will survive expiration, cancellation or early termination of this Agreement.

17.4 **Municipal Liability Limitations.** For any Local Distribution Company that is operated by a municipality, no provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by Local Distribution Company of the provisions of Wis. Stat. section 893.80, or any other applicable limits on municipal liability. Any indemnification Local Distribution Company gives Transmission Owner or each Person potentially liable through Transmission Owner, under this Agreement is specifically limited by this Section 17.4 to the end that Local Distribution Company shall not be liable to Transmission Provider, or each Person potentially liable through Transmission Provider, in indemnification or contribution for an amount greater than the recoverable limits for claims against municipalities established by state law.

ARTICLE 18. Insurance

18.1 The Parties agree to maintain, at their own cost and expense, general and automobile liability, worker's compensation, and other forms of insurance relating to their operations for the life of this Agreement in the manner, and amounts, at a minimum, as set forth below,

- (a) Workers' Compensation Insurance in accordance with all applicable state, federal and maritime law, including Employer's Liability Insurance in the amount of \$1,000,000, per accident;
- (b) Commercial General Liability Insurance, including Contractual Liability Coverage for liabilities assumed under this Agreement, and Personal Injury Coverage in the amount of \$5,000,000, per occurrence for bodily injury and property damage. The Local Distribution Company's policy shall include Transmission Owner and ATC Management Inc. as additional insureds. Transmission Owner shall include Local Distribution Company as an additional insured;
- (c) Automobile Liability Insurance for all owned, non-owned, and hired vehicles with bodily injury limits of no less than \$5,000,000 per person, \$5,000,000 per accident; and property damage limits of no less than \$5,000,000 per accident. The Local Distribution Company's policy shall include Transmission Owner and ATC Management, Inc. as additional insureds. Transmission Owner shall include Local Distribution Company as an additional insured;
- (d) Where a Party has more than \$50 million in assets it may, at its option, self-insure all or part of the insurances required in this Article; provided, however, the self-insuring Party agrees that all other provisions of this Article, including, but not limited to, waiver of subrogation and additional insured status, which will provide or is intended to provide protection for the other Party and its affiliated and associated companies under this Agreement, shall remain enforceable. A Party's election to self-insure shall not impair, limit, or in any manner result in a reduction of rights and/or benefits otherwise available to the other Party and its affiliated and associated companies through formal insurance policies and endorsements as specified in the above parts of this Article. The self-insuring Party agrees that all amounts of self-insurance,

retentions and/or deductibles are the responsibility of and shall be borne by the self-insuring Party.

- 18.2 Initially, and not less frequently than annually, each Party shall provide to the other Party or their authorized representative, properly executed and current certificates of insurance with respect to all insurance policies required to be maintained by such Party under this Agreement. Certificates of insurance shall provide the following information:
- (a) Name of insurance company, policy number and expiration date;
 - (b) The coverage required and the limits on each, including the amount of deductibles or self-insured retentions, which shall be for the account of the Party maintaining such policy; and
 - (c) A statement identifying and indicating that additional insureds have been named as required by this Agreement.
- 18.3 At a Party's request, in addition to the foregoing certifications, the other Party shall deliver to the first Party a copy of applicable sections of each insurance policy.
- 18.4 Each Party shall have the right to inspect the original policies of insurance applicable to this Agreement at the other Party's place of business during regular business hours.
- 18.5 If any insurance is written on a "claims made" basis, the respective Party shall maintain the coverage for a minimum of seven years after the termination of this Agreement.
- 18.6 To the extent permitted by the insurer and commercially reasonable, each Party shall obtain waivers of subrogation in favor of the other Party from any insurer providing coverage that is required to be maintained under this Article 18, except for the coverage required under Section 18.1(a). A Party shall not be required to obtain a waiver of subrogation if the other Party is not able to obtain a waiver of subrogation from its insurance carrier.

ARTICLE 19. Several Obligations

Except where specifically stated in this Agreement to be otherwise, the duties, obligations and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership, or joint venture or to impose a trust or partnership duty, obligation or liability or agency relationship on or with regard to either Party. Each Party shall be individually and severally liable for its own obligations under this Agreement.

ARTICLE 20. Confidentiality

- 20.1 (a) "Confidential Information" shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list concept, policy or compilation relating to the present or planned business of a Party, which is designated in good faith as Confidential by the Party supplying the information, whether

conveyed orally, electronically, in writing, through inspection or otherwise. Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, customer-specific load data that constitutes a trade secret, and any information supplied by either of the Parties to the other prior to the execution of this Agreement.

(b) General. Each Party will hold in confidence any Confidential Information and in accordance with the requirements of the Standards of Conduct, and the critical energy infrastructure information (CEII) requirements of the FERC unless (1) compelled to disclose such information by judicial or administrative process or other provisions of law or as otherwise provided for in this Agreement, or (2) to meet obligations imposed by FERC or by a state or other federal entity or by MISO (including other transmission providers or which may be required in compliance with any Reliability Standard). Information required to be disclosed under (b)(1) or (b)(2) above, does not, by itself, cause any information provided by Local Distribution Company to Transmission Owner to lose its confidentiality. To the extent it is necessary for either Party to release or disclose such information to a third party in order to perform that Party's obligations herein, such Party shall advise said third party of the confidentiality provisions of this Agreement and use its best efforts to require said third party to agree in writing to comply with such provisions.

(c) Term: During the term of this Agreement, and for a period of three (3) years after the expiration or termination of this Agreement, except as otherwise provided in this Article 20, each Party shall hold in confidence and shall not disclose to any person Confidential Information.

(d) Standard of Care: Each Party shall use at least the same standard of care to protect Confidential Information it receives as that it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination.

20.2 Scope: Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of disclosure by the receiving Party (2) was in the lawful possession of the receiving Party on a non-confidential basis prior to receiving it from the disclosing Party; or (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party, after due inquiry was under no obligation to the disclosing party to keep such information confidential; (4) was independently developed by the receiving party without reference to Confidential Information of the Disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or breach of this Agreement; or (6) is required, in accordance with Section 20.1(b) of this Agreement, to be disclosed by any federal or state government or agency or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this Agreement. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential.

- 20.3 Order of Disclosure: If a court or a government agency or entity with the right power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt written notice of such request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of this Agreement. The notifying Party shall have no obligation to oppose or object to any attempt to obtain such production except to the extent requested to do so by the disclosing Party and at the disclosing Party's expense. If either Party desires to object or oppose such production, it must do so at its own expense. The disclosing Party may request a protective order to prevent any confidential information from being made public. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use reasonable effort to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.
- 20.4 Use of Information or Documentation. Each Party may utilize information or documentation furnished by the disclosing Party and subject to Section 20.1 in any proceeding under Article 26 or in an administrative agency or court of competent jurisdiction addressing any Dispute arising under this Agreement, subject to a confidentiality agreement with all participants (including, if applicable, any arbitrator) or a protective order.
- 20.5 Remedies Regarding Confidentiality. The Parties agree that monetary damages by themselves will be inadequate to compensate a Party for the other Party's breach of its obligations under Article 20. Each Party accordingly agrees that the other Party is entitled to equitable relief, by way of injunction or otherwise, if it breaches or threatens to breach its obligations under Article 20.

ARTICLE 21. Breach, Default and Remedies

- 21.1 General. A breach of this Agreement ("Breach") shall occur upon the failure by a Party to perform or observe an material term or condition of this Agreement. A default of this Agreement ("Default") shall occur upon the failure of a Party in Breach of this Agreement to cure such Breach in accordance with Section 21.4.
- 21.2 Events of Breach. A Breach of this Agreement shall include:
- (a) The failure to pay any amount when due;
 - (b) The failure to comply with any material term or condition of this Agreement, including but not limited to any material Breach of a representation, warranty or covenant made in this Agreement;
 - (c) A Party's abandonment of its work or the facilities contemplated in this Agreement;
 - (d) If a Party: (1) becomes insolvent; (2) files a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or shall consent to the filing of any bankruptcy or reorganization petition against it under any similar law; (3) makes a general assignment for the benefit of its creditors; or (4) consents to the appointment of a receiver, trustee or liquidator;

- (e) Assignment of this Agreement in a manner inconsistent with the terms of this Agreement;
- (f) Failure of either Party to provide such access rights, or a Party's attempt to revoke or terminate such access rights, as provided under this Agreement; or
- (g) Failure of either Party to provide information or data to the other Party as required under this Agreement, provided the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement.

21.3 Continued Operation. Except as specifically provided in this Agreement, in the event of a Breach or Default by either Party, the Parties shall continue to operate and maintain, as applicable, facilities and appurtenances that are reasonably necessary for the Transmission Owner to operate and maintain the Transmission System, or for the Local Distribution Company to operate and maintain the Distribution System, in a safe and reliable manner.

21.4 Cure and Default. Upon the occurrence of an event of Breach, the non-Breaching Party, when it becomes aware of the Breach, shall give written notice of the Breach to the Breaching Party. Such notice shall set forth, in reasonable detail, the nature of the Breach, and where known and applicable, the steps necessary to cure such Breach. Upon receiving written notice of the Breach hereunder, the Breaching Party shall have thirty (30) calendar days, to cure such Breach. If the Breach is such that it cannot be cured within thirty (30) calendar days, the Breaching Party will commence in good faith all steps as are reasonable and appropriate to cure the Breach within such thirty (30) calendar day time period and thereafter diligently pursue such action to completion. In the event the Breaching Party fails to cure the Breach, or to commence reasonable and appropriate steps to cure the Breach, within thirty (30) calendar days of becoming aware of the Breach, the Breaching Party will be in Default of the Agreement. In the event of a Default, the non-Defaulting Party has the right to seek to terminate the Agreement or take whatever action at law or equity as may be permitted under this Agreement. Any termination under this Agreement shall not take effect until FERC either authorizes the termination of this Agreement or accepts written notice of its termination.

21.5 Right to Compel Performance. Notwithstanding the foregoing, upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to commence an action to require the Defaulting Party to remedy such Default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof, and exercise such other rights and remedies as it may have in equity or at law.

ARTICLE 22. Term

22.1 Term. This Agreement shall become effective as of the Effective Date and shall continue in full force and effect until a mutually agreed termination date or as long as any Interconnection Point is connected to the Transmission System, unless modified by written agreement of the parties (such period, the "Term").

22.2 Termination on Default. This Agreement may be terminated upon a Party's Default in accordance with the provisions of Article 21.

22.3 Material Adverse Change.

(a) In the event of a material change in law or regulation that adversely affects, or may reasonably be expected to adversely affect, either Party's performance under this Agreement, including but not limited to the following:

(i) this Agreement is not accepted for filing by the FERC without material modification or condition;

(ii) any Governmental Authority or MISO prevents, in whole or in part, either Party from performing any provision of this Agreement in accordance with its terms; or

(iii) the FERC, the United States Congress, any state, or any federal or state regulatory agency or commission implements any change in any law, regulation, rule or practice which materially affects or is reasonably expected to materially affect either Party's ability to perform under this Agreement,

the Parties will negotiate in good faith any amendment or amendments to the Agreement necessary to adapt the terms of this Agreement to such change in law or regulation, and the Transmission Owner shall cause such amendment or amendments to be filed with FERC.

(b) If the Parties are unable to reach agreement on any such amendments, then the Parties shall continue to perform under this Agreement to the maximum extent possible, taking all reasonable steps to mitigate any adverse effect on each other resulting from the Event. If the Parties are unable to reach agreement on any such amendments, Transmission Owner shall have the right to make a unilateral filing, or to cause MISO to make a unilateral filing, with FERC to modify this Agreement pursuant to Section 205 of the Federal Power Act and Local Distribution Customer shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to Section 206 of the Federal Power Act. Each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC.

22.4 Regulatory Filing. The Transmission Owner shall or shall cause MISO to file this Agreement with FERC to replace and supersede the Original Agreement, which was previously filed by MISO. Local Distribution Company agrees to reasonably cooperate with the Transmission Owner with respect to such filing and to provide any information, including the rendering of testimony reasonably requested by the Transmission Owner, needed to comply with applicable regulatory requirements.

22.5 Survival. The applicable provisions of this Agreement shall continue in effect after expiration, cancellation or termination hereof to the extent necessary to provide for final billings, billing adjustments and the determination and enforcement of liability and

indemnification obligations arising from acts or events that occurred while this Agreement was in effect.

ARTICLE 23. Amendment

- 23.1 Section 205 and 206 Rights. Except as provided in Section 23.2 below, and notwithstanding any other provision in this Agreement to the contrary the Parties may unilaterally make application to FERC, or cause MISO to unilaterally make application to FERC, under Section 205 or 206 of the Federal Power Act and/or pursuant to FERC's rules and regulations promulgated thereunder for a change in any rate, term, condition, charge, classification of service, rule or regulation under or related to this Agreement.
- 23.2 Amendments. Except as provided for in Section 23.1 above, this Agreement may only be modified, amended, changed or supplemented in writing signed by both Parties.

ARTICLE 24. Assignment/Change in Corporate Identity

- 24.1 Transmission Owner Assignment Rights. Transmission Owner may not assign this Agreement or any of its rights, interests, or obligations hereunder without the prior written consent of Local Distribution Company, which consent shall not be unreasonably withheld; provided however, that Transmission Owner may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Local Distribution Company in connection with a merger, consolidation, or reorganization, provided that the surviving entity(ies) or assignee owns the Transmission System, agrees in writing to be bound by all the obligations and duties of Transmission Owner provided for in this Agreement and the assignee's creditworthiness is equal to or higher than that of Transmission Owner.
- 24.2 Local Distribution Company Assignment Rights. Local Distribution Company may not assign this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of Transmission Owner, which consent shall not be unreasonably withheld; provided however, that Local Distribution Company may, without the consent of Transmission Owner, and by providing prior reasonable written notice under the circumstances to Transmission Owner, assign, this Agreement to any entity(ies) in connection with a merger, consolidation, or reorganization, provided that the surviving entity(ies) or assignee owns the Local Distribution Company, agrees in writing to be bound by all the obligations and duties of Local Distribution Company provided for in this Agreement and the assignee's creditworthiness is equal to or higher than that of Local Distribution Company.
- 24.3 Assigning Party to Remain Responsible. Any assignments authorized as provided for in this Article will not operate to relieve the Party assigning this Agreement or any of its rights, interests or obligations hereunder of the responsibility of full compliance with the requirements of this Agreement unless (a) the other Party consents, such consent not to be unreasonably withheld, and (b) the assignee agrees in writing to be bound by all of the obligations and duties of the assigning Party provided for in this Agreement.

24.4 This Agreement and all of the provisions hereof are binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

ARTICLE 25. Subcontractors

25.1 Nothing in this Agreement shall prevent the Parties from utilizing the services of subcontractors as they deem appropriate; provided, however, the parties agree that, where applicable, all said subcontractors shall comply with the terms and conditions of this Agreement.

25.2 Except as provided herein, the creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. Each Party shall be fully responsible to the other Party for the acts and/or omissions of any subcontractor it hires as if no subcontract had been made. Any obligation imposed by this Agreement upon the Parties, where applicable, shall be equally binding upon and shall be construed as having application to any subcontractor.

25.3 No subcontractor is intended to be or shall be deemed a third-party beneficiary of this Agreement.

25.4 The obligations under this Article 25 shall not be limited in any way by any limitation on subcontractor's insurance.

25.5 Each Party shall require its subcontractors to comply with all federal and state laws regarding insurance requirements and shall maintain standard and ordinary insurance coverages.

ARTICLE 26. Dispute Resolution

26.1 Any claim or dispute which either Party may have against the other arising out of or relating to this Agreement or the breach, termination or validity thereof (any such claim or dispute, a "Dispute") shall be submitted in writing to the other Party not later than the latter of sixty (60) calendar days after the circumstances that gave rise to the claim or Dispute have taken place or sixty (60) calendar days of discovery of such circumstances. The submission of any Dispute shall include a concise statement of the question or issue in dispute, together with a statement listing the relevant facts and documentation that support the claim. In the event Transmission Owner and Local Distribution Company are unable in good faith to satisfactorily resolve their disagreement within thirty (30) calendar days from the receipt of written notice of the Dispute, either Party may by written notice to the other refer the Dispute to their respective senior management.

26.2 If any Dispute arising hereunder is not resolved within thirty (30) calendar days after written notice thereof to the other Party, the Parties shall follow the Dispute Resolution procedures in Exhibit A hereto.

ARTICLE 27. Miscellaneous Provisions

- 27.1 No failure or delay on the part of Transmission Owner or Local Distribution Company in exercising any of its rights under this Agreement, no partial exercise by either Party of any of its rights under this Agreement, and no course of dealing between the Parties shall constitute a waiver of the rights of either Party under this Agreement. Any waiver shall be effective only by a written instrument signed by the Party granting such waiver, and such shall not operate as a waiver of, or estoppel with respect to, any subsequent failure to comply therewith.
- 27.2 Nothing in this Agreement, express or implied, is intended to confer on any other person except the Parties hereto any rights, interests, obligations or remedies hereunder.
- 27.3 In the event that any clause or provision of this Agreement or any part hereof shall be held to be invalid, void, or unenforceable by any court or Governmental Authority of competent jurisdiction, said holding or action shall be strictly construed and shall not affect the validity or effect of any other provision hereof, and the Parties shall endeavor in good faith to replace such invalid or unenforceable provisions with a valid and enforceable provision which achieves the purposes intended by the parties to the greatest extent permitted by law.
- 27.4 The Parties hereto agree to execute and deliver promptly, at the expense of the Party requesting such action, any and all other and further instruments, documents and information which may be reasonably requested in order to effectuate the transactions contemplated hereby. The Parties agree to cooperate and assist each other in acquiring any regulatory approval necessary to effectuate this Agreement.
- 27.5 The Article and Section headings herein are inserted for convenience only and are not to be construed as part of the terms hereof or used in the interpretation of this Agreement.
- 27.6 In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" in this Agreement shall mean including without limitation.
- 27.7 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.
- 27.8 Each Party shall act as an independent contractor with respect to the provision of services hereunder.
- 27.9 Nothing in this Agreement addresses, or is intended to address, the interconnection service, and standards governing such service, provided by Transmission Owner to interconnect the generating facilities of the Local Distribution Company or to any generating facilities of any entity affiliated with the Local Distribution Company.

27.10 Mutual Agreement. Whenever the Parties are called upon to review, approve or mutually agree regarding any provision of this Agreement, such review, approval or mutual agreement shall not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, Transmission Owner and Local Distribution Company have caused this instrument to be executed by their duly authorized representatives as of the day and year first above written.

CITY OF ESCANABA, MICHIGAN

By: _____

Name: Mike Furmanski

Title: Electric Superintendent

**AMERICAN TRANSMISSION COMPANY LLC
By its Corporate Manager ATC Management Inc.**

By: _____

Name: Mike Rowe

Title: Executive Vice President and Chief Operating Officer

Exhibit A

Dispute Resolution Procedures

SECTION A.1 When Required.

Any Dispute subject to this Exhibit that has not been resolved through the informal or mediation procedures specified herein shall be resolved by arbitration in accordance with the procedures specified herein; *provided, however*, that unless all Parties agree to arbitrate, (a) any Dispute subject to the jurisdiction of any regulatory authority shall only be heard by such regulatory authority, and (b) any Dispute wherein one Party seeks an injunction or other equitable relief shall be heard only by a court having jurisdiction over the matter.

SECTION A.2 Initiation.

(a) A Party to a Dispute that wishes to commence arbitration proceedings shall send a written notice of demand for arbitration to an officer or managing or general agent (or other agent authorized by appointment or law to receive service of process) of the other Party to the Dispute. The demand for arbitration shall state each claim for which arbitration is being demanded, the relief being sought, a brief summary of the grounds for such relief, and the basis for the claim, and shall identify the Parties to the Dispute.

(b) Any Party receiving such written notice may, if the proviso in Section A.1 is applicable, notify the other Party to the Dispute in writing within 14 calendar days of receiving the demand for arbitration, that it intends to have the matter heard by a regulatory or judicial authority and shall thereafter have a further 60 calendar days in which to make the necessary filing to commence proceedings at such regulatory or judicial authority. If the filing necessary to commence proceedings before such regulatory or judicial authority is not made within the foregoing 60- calendar day period, then the Party seeking to invoke jurisdiction of a regulatory authority shall be deemed to have consented to arbitration, and the Dispute shall revert to arbitration.

SECTION A.3 Selection of Arbitrator.

The Parties agree that arbitration initiated under this Agreement shall be conducted (i) for members of ATCLLC under the Provisions of the ATCLLC Operating Agreement (ii) for nonmembers of ATCLLC before a single neutral arbitrator appointed by the Parties. If the Parties under § (ii) are unable to agree on an arbitrator, such arbitrator shall be appointed from a panel of knowledgeable arbitrators provided to the Parties by the American Arbitration Association. The selection of the arbitrator and the arbitration process shall then proceed according to the Commercial Dispute Rules of the American Arbitration Association.

SECTION A.4 Procedures.

The Parties shall compile and make available to the arbitrator and the Parties standard procedures for the arbitration of disputes, either from the standard procedures of the ATCLLC Operating Agreement or from the American Arbitration Association, as mutually agreed by the

Parties, or as the arbitrator deem appropriate. Upon selection of the arbitrator, arbitration shall go forward in accordance with applicable procedures.

SECTION A.5 Summary Disposition and Interim Measures.

(a) The procedures for arbitration of a Dispute shall provide a means for summary disposition of a demand for arbitration, or response to a demand for arbitration, that in the reasoned opinion of the arbitrator does not have a good faith basis either in law or fact. If the arbitrator determines that a demand for arbitration, or response to a demand for arbitration, does not have a good faith basis either in law or fact, the arbitrator shall have discretion to award the costs of the time, expenses, and other charges of the arbitrator to the prevailing Party.

(b) The procedures for the arbitration of a Dispute shall provide a means for summary disposition without discovery if there is no Dispute as to any material fact, or with such limited discovery as the arbitrator shall determine is reasonably likely to lead to the prompt resolution of any disputed issues of material fact.

(c) The procedures for arbitration of a Dispute shall permit any Party to a Dispute to request the arbitrator to render a written interim decision requiring that any action or decision that is the subject of a Dispute not be put into effect, or imposing such other interim measures as the arbitrator deem necessary or appropriate. The arbitrator may grant or deny, in whole or in part, a request for such a written interim decision. The Parties' shall be bound by any such written decision pending the outcome of the arbitration proceeding.

SECTION A.6 Discovery of Facts.

(a) The arbitration procedures for the resolution of a Dispute shall include adequate provision for the discovery of relevant facts, including the taking of testimony under oath, production of documents and things, and inspection of land and tangible items. The nature and extent of such discovery shall be determined as provided herein and shall take into account (i) the complexity of the Dispute, (ii) the extent to which facts are disputed, and (iii) the amount of money in controversy.

(b) The arbitrator shall be responsible for establishing the timing, amount, and means of discovery, and for resolving discovery and other pre-hearing Disputes. If a Dispute involves contested issues of fact, promptly after the selection of the arbitrator, the arbitrator shall convene a meeting of the Parties for the purpose of establishing a schedule and plan of discovery and other pre-hearing actions.

SECTION A.7 Evidentiary Hearing.

The procedures established by the arbitrator shall provide for an evidentiary hearing, with provision for the cross-examination of witnesses, unless all Parties consent to the resolution of the matter on the basis of a written record. The forms and methods for taking evidence shall be as agreed by the Parties, or if the Parties cannot agree, as established by the arbitrator. The arbitrator may require such written or other submissions from the Parties as shall be deemed appropriate, including submission of the direct testimony of witnesses in written form. The arbitrator may exclude any evidence that is irrelevant, immaterial, or unduly repetitious, and,

except to the extent hereinafter otherwise provided, shall exclude any material which is covered by the attorney-client privilege, the accountant-client privilege, other evidentiary privileges, or the attorney-work product doctrine. Any Party or Parties may arrange for the preparation of a record of the hearing and, except to the extent otherwise provided, shall pay the costs thereof. Such Party or Parties shall have no obligation to provide, or to agree to the provision of, a copy of the record of the hearing to any Party that does not pay a proportionate share of the cost of the record. At the request of any Party, the arbitrator shall determine a fair and equitable allocation of the cost of the preparation of a record between the Parties to the proceeding who are willing to share such costs.

SECTION A.8 Confidentiality.

(a) Any information requested from another Party in the course of an arbitration proceeding, and not otherwise available to the receiving Party, including any such information contained in documents or other means of recording information created during the course of the proceeding, may be designated "Confidential" by the producing Party to the extent that such information is of a proprietary nature. The Party designating documents or other information as "Confidential" shall have 20 business days from the request for such material to submit a request to the arbitrator to establish such requirements for the protection of such documents or other information designated as "Confidential" as may be reasonable and necessary to protect the confidentiality and commercial value of such information and the rights of the Parties. Prior to the decision of the arbitrator on a request for confidential treatment, documents or other information designated as "Confidential" need not be produced. "Confidential" information shall not be used by the arbitrator, or anyone working for or on behalf of any of the foregoing, for any purpose other than the arbitration proceeding, and shall not be disclosed in any form to any Person not involved in the arbitration proceeding without the prior written consent of the Party producing the information, or as permitted by the arbitrator or as required by law.

(b) Any Person receiving a request or demand for disclosure, whether by compulsory process, discovery request, or otherwise, of documents or information obtained in the course of an arbitration proceeding that have been designated "Confidential" and that are subject to a non-disclosure requirement under this Exhibit, or that are subject to a decision of the arbitrator, shall immediately inform the Person from which the information was obtained, and shall take all reasonable steps to afford the Person from which the information was obtained an opportunity to protect the information from disclosure. Any person disclosing information in violation of this Exhibit or requirements established by the arbitrator shall be deemed to waive any right to introduce or otherwise use such information in any judicial, regulatory, or other legal or dispute resolution proceeding, including the proceeding in which the information was obtained.

(c) Nothing in this Exhibit shall preclude any Person from using documents or information properly and previously obtained outside of an arbitration proceeding, or otherwise public, for any legitimate purpose, notwithstanding that the information was also obtained in the course of the arbitration proceeding.

SECTION A.9 Timetable.

Promptly after the selection of the arbitrator, the arbitrator shall set a date for resolution of the Dispute, which shall be not later than eight months (or such earlier date as may be agreed to by the Parties) from the date of the selection of the arbitrator, with other dates, including the dates for an evidentiary hearing, or other final submissions of evidence, set in light of this date. The date for the evidentiary hearing, or other final submission of evidence, shall not be changed absent extraordinary circumstances. The arbitrator shall have the power to impose sanctions for dilatory tactics or undue delay in completing the arbitration proceedings.

SECTION A.10 Decisions.

The arbitrator shall issue either an oral decision that is transcribed or a written decision, which may, at the arbitrator's discretion, include findings of fact. The arbitration decision shall be based on the evidence in the record; the relevant agreements between the Parties and applicable federal and state legal standards, including the Federal Power Act and any applicable state and FERC regulations and decisions and, relevant decisions in previous arbitration proceedings under this Agreement. All decisions of the arbitrator shall be subject to any applicable confidentiality provisions, and shall be made available on request, to the Parties and to federal and state regulatory authorities. Any arbitration decision that affects matters subject to the jurisdiction of the FERC under section 205 or section 206 of the FPA shall be filed with the FERC and any arbitration decision that affect matters subject to the jurisdiction of a state authority shall be filed with that authority.

SECTION A.11 Costs.

Unless the arbitrator shall decide otherwise, the costs of the time, expenses, and other charges of the arbitrator shall be borne by the Parties to the Dispute, with each side on an arbitrated issue bearing one-half of such costs, and each Party to an arbitration proceeding shall bear its own costs and fees. The arbitrator may require all of the costs of the time, expenses, and other charges of the arbitrator, plus all or a portion of the costs of arbitration, attorneys' fees, and the costs of mediation, if any, to be paid by any Party that substantially loses on an issue determined by the arbitrator to have been raised without a substantial basis.

SECTION A.12 Enforcement.

The decision of the arbitrator shall be final, binding and not appealable, except to the extent reviewable by FERC (as permitted or required by law) or as provided in Chapter 788 of the Wisconsin Statutes. Any Party may petition any state or federal court having jurisdiction to enter judgment upon the arbitration award.

SECTION A.13 Regulatory Jurisdiction

If a Party fails to invoke regulatory jurisdiction of a Dispute involving matters subject to FERC or state regulatory jurisdiction within 60 calendar days in accordance with Section A.2(b) of this Exhibit, the Party shall be deemed to have waived its right to invoke such jurisdiction; *provided, however*, that this waiver only applies to the Party and does not affect any right that the FERC or state regulatory authority may have to act on its own. If such Party nonetheless invokes FERC or applicable state regulatory jurisdiction following the arbitration proceedings provided for herein, that Party shall be responsible for all attorneys' fees incurred by the other Party to the

Dispute and the Company, whether or not the FERC or state regulatory authority concludes that such Party has waived its right to invoke FERC or state regulatory jurisdiction.

(i) Provide such oversight and supervision of the Dispute resolution processes and procedures instituted pursuant to this Exhibit as may be appropriate to facilitate the prompt, efficient, fair, and equitable resolution of Disputes.



Company, Inc.

NB#4
CC/EAC
5/14/14.

May 2, 2014

Mr. Michael Furmanski
City of Escanaba
410 Ludington Street
Escanaba, MI 49829

RE: Spot Coal Order 2014

Dear Mike:

Upper Lakes Coal Company, Inc. is pleased to propose to the City of Escanaba, the above subject spot coal tonnage:

- I. Tons:
 - 1,000 – 2,000 tons

II. Coal Specifications:

TYPE & SIZE:	E KY 2"x0" coal	CARBON:	50 – 54%
BTU:	12000 – 12500	SULPHUR:	1.5% maximum
ASH:	10% maximum	FLUID:	2700° F
VOLATILE:	34 – 36 %		

III. Pricing:

- **\$91.50 / ton**, delivered to Escanaba Plant, per truck

Coal, Dock & Truck Charges:

- \$85.90 / ton Coal
- \$ 1.50 / ton Dock In Charge
- \$ 1.25 / ton Dock Out Charge
- \$ 2.85 / ton Trucking Charge

Additional Charges:

- \$0.50 / ton Sunday deliveries
- \$100 / hour Pile management charges, including but not limited to additional services, for fires, compacting coal, sealing pile, and/or anything else beyond the general scope as listed below in point V.

IV. Terms:

- Net 10 days upon receipt of invoice
- *Charges to be billed in four increments: Coal, Dock In, Dock Out, and Trucking*

V. ULC will do the following:

- Receive coal at its Gladstone, MI dock
- Store coal on dock
- Load, weigh, ticket & deliver via truck to City of Escanaba – Power Plant
- Delivery of Spot Coal to be in 2014

UPPER LAKES COAL COMPANY, INC.

1400 Bylsby Ave. • P.O. Box 10484 • Green Bay, WI 54307-0484 • (920) 432-2411 • Fax (920) 432-1747

- Maintain coal pile except for fires in pile, compacting coal, sealing pile
 - i. These functions will be negotiated by an hourly rate between the City of Escanaba and ULC.
 - 1. Current rate is \$100/ton for additional services (see Additional Charges above)
- Ash disposal, if desired, to be negotiated

VI. ULC will do the following:

- Take in vessels
- Store coal on ULC's Gladstone, MI dock
- Load, weigh, ticket & deliver via truck to Escanaba Plant grizzly or dedicated stockpile site at Plant
- Maintain coal pile except for fires in pile, compacting coal, sealing pile
 - i. These functions will be charged accordingly, (see Additional Charges below).
- Ash disposal, if desired, to be negotiated

Please execute both copies of this Proposal as an indication of your acceptance of the information held within, and allow it to serve as an Agreement by and between Upper Lakes Coal Company, Inc. and the City of Escanaba. Keep one document and return the second to Jane Bergmann in our Green Bay office.

If you have any questions, please call me at 920-432-2411, or, 920-373-2571.

Thank you.

Sincerely,



Paul Coppo
President

PC/jb

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by signature of their respective duly authorized officers or representatives, on this _____ day of _____, 2014.

Upper Lakes Coal Company, Inc.

City of Escanaba

By: Paul Coppo

By: _____

Name: Paul Coppo

Name: Michael Furmanski

Title: President

Title: Electrical Superintendent

<p><u>Customer Purchase Order Number:</u></p> <p>_____</p>

STORAGE & TRANSPORTATION AGREEMENT

NB#5
CC/EAC
5/14/14

This Agreement ("Agreement") is entered into as of the _____ day of _____, 2014, by and between Upper Lakes Coal Company, Inc., a Wisconsin corporation ("ULC"), and the City of Escanaba, a Michigan entity ("ESC").

WHEREAS, ESC desires to retain ULC to store and transport ESC's coal (the "Product"), and ULC desires to store and transport Product for ESC, on the terms and conditions set forth in this Agreement,

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements herein contained, the parties hereto hereby agree as follows:

1. Term. Term of the Agreement shall be for one year, commencing with date of execution of this Agreement. Either party shall have the right to terminate this Agreement by written notice of such termination given to the other party hereto not less than one hundred twenty (120) days before the date of such termination.

2. Term of Carriage. ULC will transport the Product identified on scale tickets issued by ULC from time to time (each, a "Scale Ticket"), pursuant to the terms of the applicable Scale Ticket and this Agreement, and shall show the kind and quantity of Product loaded by ULC at origin. Upon delivery of each shipment of Product made hereunder (each, a "Shipment"), ULC shall cause the relevant Scale Ticket to be signed by ESC or by ESC's agent at such destination showing the kind and quantity of Product delivered to the ESC. ESC's signature shall relieve ULC of financial liability arising from a claim that Product was not delivered timely or to the correct destination.

3. Security, Safety, Compliance with the Law.

(a) ULC hereby certifies that it has, is responsible for and that it will maintain, all licenses, permits, authorizations and registrations required to lawfully perform its obligations under this Agreement ("Permits").

(b) ULC shall, at its sole cost and expense, comply with all applicable laws, rules, regulations and ordinances pertaining to its services under this Agreement, including without limitation, those that prescribe limitations on the weight of freight to be carried under this Agreement or those that require stopping at scale checkpoints for weighing.

4. Other Conditions. ULC agrees that, in the transportation of Product to ESC:

- (a) Trailers must be free of any debris or foreign materials.
- (b) ULC dispatch agrees to provide trucks as ordered.
- (c) Delivery notification, or request for delivery by ESC, must be a minimum of two (2) days prior to need at Plant. Failure by ESC to contact ULC within this two day minimum will result in additional charges to ESC by ULC in the amount of \$2.00/ton for all tonnage delivered without such notice.

5. Compensation; Invoices.

(a) As full compensation for the services provided by ULC hereunder, ESC, or its designee, shall pay ULC in accordance with the rates specified in Exhibit A.

(b) Each invoice submitted to ESC shall list all pertinent information, including tonnages, ticket numbers, and rates. ESC shall pay ULC for all charges invoiced within 10 days

of receipt of invoice. Should ESC take issue with any charges included on invoices, ESC shall contact ULC immediately to discuss said disputed charges.

6. INDEMNIFICATION. Notwithstanding anything stated in this Agreement to the contrary, ULC shall protect, defend, indemnify and hold ESC free and harmless from any and all causes of action, suits, losses, liability, claims, demands, expenses (including costs of defense, settlement and reasonable attorneys' fees), damages (including consequential) or injuries relating to, arising out of, resulting from, or in any way connected with, directly or indirectly, (1) the services provided by ULC under this Agreement, (2) ULC's breach of or failure to comply with this Agreement, or (3) the negligence, intentional misconduct or strict liability of ULC or its agents, employees or subcontractors. ESC shall provide ULC with reasonably prompt notice following receipt of any claim made against ESC which is the subject of this Section.

ESC agrees to indemnify and hold harmless ULC and its officers, directors and employees from and against any and all liabilities, losses, penalties, fines, claims, costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorneys' fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death), property damage, contamination of or adverse effects on the environment, or any violation or alleged violation of statutes, ordinances, laws, orders, rules or regulations, to the extent caused by ESC's breach of this Agreement, or by any negligent act, negligent omission or willful misconduct of ESC or its employees in the performance of this Agreement.

7. Assignment. ESC may not assign this Agreement or delegate any of its rights or obligations under this Agreement without the prior written consent of ULC.

8. Notices. All notices under this Agreement shall be in writing and shall be delivered by hand, by certified mail, return receipt requested, or by facsimile transmission (with confirmation of transmission), to the other party at such other party's address or fax number set forth below. Either party may change its address or fax number upon notice to the other party.

If to ULC: Upper Lakes Coal Company, Inc.
Jane L. Bergmann, Asst Secy / CFO
PO Box 10484
Green Bay, WI 54307-0484
Fax: (920) 432-1747

If to ESC: City of Escanaba
410 Ludington Street
Escanaba, MI 49829
Attn: Mr. Michael Furmanski
Fax: (906) 786-0791

9. Survival. Sections 2, 5, 6, 8, this Section 9, and all other provisions of this Agreement that by their content are intended to survive the termination or expiration of this Agreement, shall so survive the termination and expiration of this Agreement.

10. Miscellaneous. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. The provisions of this Agreement shall be severable in the event that any of the provisions hereof are held by a court with competent jurisdiction to be invalid, void or otherwise unenforceable, and the other remaining provisions shall remain enforceable to the fullest extent permitted by the law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan (without regard to its conflicts of laws provisions),

and any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the federal and state courts sitting in the State of Michigan. The waiver by any party of a breach of any provisions of this Agreement shall not operate, or be construed, as a waiver of any subsequent breach of the same provision or of any other provision hereof. No change, modification or waiver of any term of this Agreement shall be valid unless it is in writing and signed by the party to be charged with the change, modification or waiver. All rights and remedies of the parties, at law or equity, are cumulative and may be exercised concurrently or separately. The exercise of one remedy will not be an election of that remedy to the exclusion of other remedies. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which, when taken together, shall constitute one and the same instrument.

11. Entire Agreement. This Agreement, including a copy of the proposal (Exhibit B), constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, written or oral, between ULC and ESC relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by signature of their respective duly authorized officers or representatives, on this _____ day of _____, 2014.

Upper Lakes Coal Company, Inc.

City of Escanaba

By: _____	By: _____
Name: <u>Paul Coppo</u>	Name: <u>Michael Furmanski</u>
Title: <u>President</u>	Title: <u>Electrical Superintendent</u>

EXHIBIT A
COMPENSATION

For the term of this Agreement, the following rates apply:

Dock In charges: due at time of Vessel Unloading:

- One Vessel - \$1.50 / ton
- Two Vessels - \$1.50 / ton
- Three Vessels - \$1.50 / ton

Dock Out Charges: due at time of loading Product into Trucks:

- One Vessel - \$1.25 / ton
- Two Vessels - \$1.00 / ton
- Three Vessels - \$0.75 / ton

Trucking Charges: due at the time of Delivery of Product to ESC:

- Truck Rate - \$2.85 / ton

TOTAL HANDLING CHARGES:

- \$5.60 / ton - One Vessel off-loaded onto dock, loaded into truck, and delivered to ESC
- \$5.35 / ton - Two Vessels off-loaded onto dock, loaded into truck, and delivered to ESC
- \$5.10 / ton - Three Vessels off-loaded onto dock, loaded into truck, and delivered to ESC

ADDITIONAL CHARGES:

- Miscellaneous Service Charges: \$100.00/hour to be billed to ESC for services as follows:
 - Screening or Blending of coal
 - Fire Maintenance of Pile (as needed)

- Tarping Charges: If desired to have the pile tarped, ESC will pay for all tarping costs, including tarp, labor, sand or other weights, or other costs as billed by the tarping company

ULC can help facilitate the tarping process for ESC, but ESC will contract directly with the tarping company, for final charges, and ESC will pay tarping company directly.

NB# 6
CC/EAS
5/14/14

MEMORANDUM

To: Jim O'Toole

From: Mike Furmanski MF

Date: 08MAY14

Re: LED Streetlight Bid Recommendation

On May 7, 2014, the Electric Department received bids for materials only for LED streetlights. 2 different types of LED streetlights were requested. The 1st type of light asked for is exactly the same as what is installed in front of City Hall. The 2nd type of light is a bigger fixture that will be used on Lincoln Road. Bids were sent to 9 vendors, with 7 vendors responding.

Vendor	Brand	Type 1 lights	Type 2 lights	Grand total
Prime Supply	American Elect.	\$426.44	\$496.34	\$95,843.40
WESCO	American Elect.	\$435.00	\$507.00	\$97,830.00
Border States	American Elect.	\$436.25	\$507.75	\$98,047.50
RESCO - AE	American Elect.	\$474.00	\$615.00	\$112,230
Power Line Supply	American Elect.	\$481.77	\$625.00	\$114,062.40
RESCO - GE	General Elect.	\$579.00	\$579.00	\$121,590.00
Champion	General Elect.	No bid	\$585.00	N/A
Sterling Light Sys	LED Roadway	No bid	\$653.72	N/A

I am recommending that we accept the bid from Prime Supply of Iron Mountain, MI in the amount of \$95,843.40. This purchase is in the current budget. We have used LED lights from this manufacturer for almost a year with no issues.

Introduction

The City of Escanaba Electric department is seeking bids for LED cobra head light fixtures. Please note that all brand references and part numbers are for example purposes only. However, if an alternate is proposed, technical data must be provided with the bid.

Some of these lights will require ROAM nodes for controlling and monitoring the lights. Quantities listed are approximate, actual quantities ordered may vary slightly.

Both styles of these lights must meet the following criteria:

Shall have a Type 3 Roadway distribution

Shall have a 5 pin photocontrol receptacle that complies with ANSI C136.10, ANSI C136.41 and FCC part 15 when installed with ROAM wireless controls

Correlated color temperature of 4000K, 70 CRI

IP66 rated LED light engines

Expected Life: LED light engines rated >100,000 hours at 25C, L70

Electronic driver has an expected life of 100,000 hours at 25C ambient

Robust surge protection that provides IEEE/ANSI C62.41 Category C level of protection

Tool-less entry, tool-less NEMA photocontrol receptacle, terminal block, quick disconnects, and internal bubble level

Mast arm mount adjustable for arms from 1.25" to 2" diameter

Rated for -40C to 40C ambient

CSA certified to U.S. and Canadian standards

The first type of light shall have the following specifications: 110 watts maximum, 9200 delivered lumens minimum, MUST be ROAM compatible

The second type of light shall have the following specifications: 220 watts maximum, 18,400 delivered lumens minimum, DO NOT need to be ROAM compatible

Please contact Mike Furmanski with any questions at mfurmanski@escanaba.org or (906) 786-0061

LED Streetlight Bid 07MAY14

Bidder	Brand	Type 1 fixture	Type 1 price	Type 2 fixture	Type 2 price	Lead Time
Power Line Supply	AE	ATB0 30BLEDEICOMVOLTAGE	481.77	ATB2 60BLEDE 10M VOLT BS	625.00	4-6 weeks
E-mailed Bids ↓						
Northern Plumbing & Heating	No Bid					
WESCO	AE	ATB0 30BLEDDERO MINTH3DSTRE	435.00	AT B2 60 BLEED EICOMINTH3R2LL	507.00	3-4 wks
Prime Supply	AE	"	426.44	"	496.34	3-4 wks
BSE	AE	"	436.25	"	507.75	
RESCO	AE	"	474.00	"	665.00	4-6 wks
RESCO	GE	ER 530M3D15402BLCKBT	579.00	ER 530M3D15442BLCKBT	579.00	4-6 wks
Sterling Light Systems	LED Powering Light	No Bid		NXT72 MOS36B700GY3FWLMT	653.72	6-8 wks
Champion	GE	No Bid		ERS 30M3D15402 BLCK-BT	585.00	3-5 weeks

re-sel Bid →

Witnessed by:

 Bob Richards
 Mike Farnsworth
 [unclear]

BIDDER'S PROPOSAL

DATE: 050714

City of Escanaba
Escanaba, MI 49829

We, the undersigned, agree to furnish the City of Escanaba, Michigan, LED Street Lights in accordance with the attached minimum specifications, which are part of this proposal, at the following price:

LED cobrahead street lights WITH ROAM dimming module and photocontroller,
American Electric Lighting Catalog#:

ATB0 30BLEDE10 MVOLT R3 DE +ROAM NODE

Quantity = 120 \$ 426.44^{ea}

LED cobrahead street lights, American Electric Lighting Catalog#:

~~ATB0 30BLEDE10 MVOLT R3~~

ATB2 60B LED E10 MVOLT R3 PLL
Quantity = 90 \$ 496.34^{ea}

FOB: CITY OF ESCANABA DELIVERY DATE: 3-4 weeks ARO

SUBMITTED BY:

FIRM: _____

ADDRESS: PRIME SUPPLY CO.
P.O. BOX 520
200 E. SMITH STREET
IRON MOUNTAIN, MI 49801

BY: Joe Rahn

PRINTED NAME: JOE RAHN

TITLE: VP



HOLOPHANE

An Acuity Brands Company

Quoted To: HoloPhane Distributor

Job Name: Escanaba-Lincoln Ave
Quote #: 2035-14-10347-1
Quote Label: Initial Version
Job Location: Escanaba, Michigan
Issue Date: 5/6/2014
Bid Date: 3/27/2014

Quoted By: Jesse Chuckel
920/491-9965
JChuckel@holophane.com

Type	Qty	Catalog #	
	90	ATB2 50BLEDE10 MVOLT R3 PCLL	496.34
Autobahn LED Roadway - Large (ATB2): ATB2, 60B Chips, 1000mA Driver, Multi-Volt (120-277V), Roadway Type III, Gray, 4000K (Standard), 2-Bolt Internal (Standard), Terminal Block (Standard), CSA Listed, Solid-State Long Life Photocontrol, 5 PIN PHOTOCONTROL RECEPTACLE			
	120	ATB0 30BLEDE10 MVOLT R3 DE + ROAM NODE	426.44
Autobahn LED Roadway - Small (ATB0): ATB0, 30B Chips, 1000mA Driver, Multi-Volt (120-277V), Roadway Type III, NEMA Photocontrol Receptacle (5 Pin) ROAM Concierge Dimming Control, Includes ROAM NODE			

Estimated Lead Time: 3-4 WEEKS

Notes

Terms

HOLOPHANE: This quote is valid for 90 calendar days from date of quote. Shipment lead times begin the day after the order is released and are based on working days only. Shipments are FOB Shipping Point on all orders. HoloPhane shall pay freight on orders of \$3,000 or more (\$750 for replacement ballast kits) to all points in the continental United States and Canada. Upon release of your order, poles and non-standard material cannot be cancelled or returned. Items with "Hold" status have not been allocated any labor, material, or scheduled production time. The lead time to shipment will begin when HoloPhane receives your clarification or approval to release your purchase order item(s) from "Hold" status. Prices in this acknowledgement are firm for release within a period of six months from the date of order. At the end of six months, HoloPhane, at its option, shall either increase prices by 3% or renegotiate pricing. Thereafter, escalation of 1-1/2% per three month period will be added. In the event of an extraordinary change in raw material costs, HoloPhane reserves the right to renegotiate pricing. Pricing will be reevaluated and confirmed upon receipt of your clarification or approval to release the purchase order item(s) from "Hold" status.

PRIME SUPPLY CO.
P.O. BOX 520
200 E. SMITH STREET
IRON MOUNTAIN, MI 49801

THANKS
Joe



Consistent with LEED® goals & Green Globes™ criteria for light pollution reduction

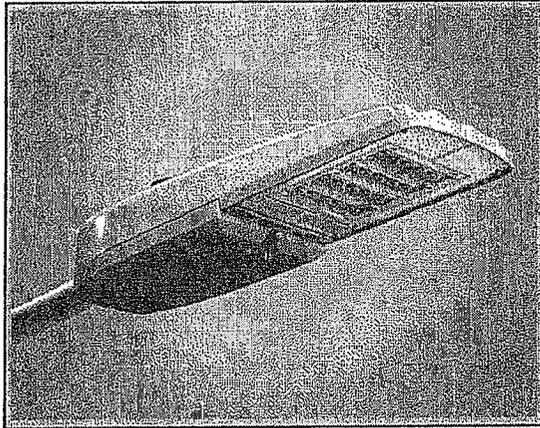


DESIGNLIGHTS CONSORTIUM

Autobahn Series ATB0

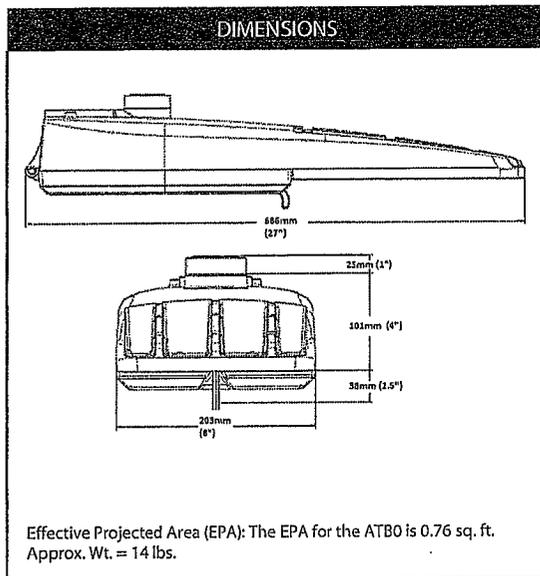
Roadway Lighting

PRODUCT OVERVIEW



Applications:

- Roadways
- Off ramps
- Residential streets
- Parking lots



Features:

OPTICAL

Same Light: Performance is comparable to 70-150W HPS roadway luminaires.

White Light: Correlated color temperature - standard 4000K, 70 CRI minimum or optional 5000K, 65 CRI minimum.

Unique IP66 rated LED light engines provided 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage and optimal pole spacing. Available in Type II, III, IV, and V roadway distributions.

ELECTRICAL

Expected Life: LED light engines are rated >100,000 hours at 25°C, L70. Electronic driver has an expected life of 100,000 hours at a 25°C ambient.

Lower Energy: Saves an expected of 40-50% over comparable HPS platforms.

Robust Surge Protection: Acuity's proprietary SPD provides IEEE/ANSI C62.41 Category C (10kV/5kA) level of protection.

MECHANICAL

Includes standard AEL lineman-friendly features such as tool-less entry, tool-less NEMA photocontrol receptacle, terminal block and quick disconnects. Bubble level located inside the electrical compartment for easy leveling at installation.

Rugged die-cast aluminum housing is polyester powder-coated for durability and corrosion resistance. Rigorous five-stage pre-treating and painting process yields a finish that achieves a scribe creepage rating of 8 (per ASTM D1654) after over 1000 hours exposure to salt fog chamber (operated per ASTM B117). Optional Enhanced Corrosion Resistant finish (CR) increases the salt spray exposure to 5000 hours.

Mast arm mount adjustable for arms from 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter. Provides a 3G vibration rating per ANSI C136 Wildlife shield is cast into the housing (not a separate piece).

Die-cast trigger latch on doorframe allows for tool-less entry.

CONTROLS

NEMA photocontrol receptacle is standard with tool-less "lift and turn" receptacle.

Dimming version (available with DE and VE option) uses proprietary Acuity Brands components to enable continuous 0-10V dimming down to 10% output via the ROAM® smart controls system (sold separately).

Photocontrol for solid-state lighting (available with PCSS and PCLL options) meets ANSI C136.10 criteria.

WARRANTY & STANDARDS

5 year limited warranty. Full warranty terms located at http://www.acuitybrands.com/Libraries/Terms_and_Conds/ABL_LED_Commerical_Outdoor.sflb.ashx

Rated for -40°C to 40°C ambient

CSA Certified to U.S. and Canadian standards

Complies with ANSI: C136.2, C136.10, C136.14, C136.31, C136.15, C136.37

Note: Specifications subject to change without notice. Actual performance may differ as a result of end-user environment and application.

Autobahn Series ATB0

Roadway Lighting

ORDERING INFORMATION

Example: ATB0 20ALEDE70 MVOLT R2

Series	Performance Packages	Voltage	Optics
ATB0 Autobahn LED Roadway, Small	20ALEDE35 20A Chips, 350 mA Driver 20ALEDE53 20A Chips, 525 mA Driver 20ALEDE70 20A Chips, 700 mA Driver 20BLEDE53 20B Chips, 525 mA Driver 20BLEDE70 20B Chips, 700 mA Driver 20BLEDE10 20B Chips, 1000 mA Driver 30BLEDE53 30B Chips, 525 mA Driver 30BLEDE70 30B Chips, 700 mA Driver 30BLEDE10 30B Chips, 1000 mA Driver	120 120V MVOLT Multi-volt, 120-277V 347 347V 480 480V	R2 Roadway Type II R3 Roadway Type III R4 Roadway Type IIII R5 Roadway Type V

Options

Color Temperature (CCT)
(blank) 4000K (standard)
5K 5000K

Mounting
(blank) 2-bolt Internal (standard)

Paint
(blank) Gray (standard)
GI Graphite
BK Black
BZ Bronze
DDB Dark Bronze
WH White
UP Unpainted

Terminal Block
(blank) Terminal Block (standard)
T2 Wired to L1 and L2 Position

Misc.
HS House-Side Shield
BL External Bubble Level
CR Enhanced Corrosion Resistant Finish
NL Nema Label
XL Not CSA Listed

Controls
(blank) NEMA Photocontrol Receptacle (standard)
NR¹ No Photocontrol Receptacle
PCSS Solid State Lighting Photocontrol (120-277V)
PCLL Solid State Long Life Photocontrol
SH Shorting Cap
DE² ROAM CONCIERGE Dimming Control
VE² ROAMVIEW Dimming Control
DM DM 0V - 10V dimmable driver (controls provided by others)

Notes:

1. Not available with PCSS, PCLL, SH, DE, or VE
2. Specifies a ROAM dimming enabled fixture with a dimming control module factory installed. NEMA photocontrol receptacle required. Additional hardware and services required ROAM deployment must be purchased separately

Note: Specifications subject to change without notice. Acutal performance may differ as a result of end-user environment and application.



American Electric Lighting
Acuity Brands Lighting, Inc.
3825 Columbus Rd. S.W., Granville, OH 43023
Phone: 800-53-75710 Fax: 740-587-6114
www.americanelectricalighting.com

Autobahn Series ATB0

Roadway Lighting

DESIGN DATA

DESIGN DATA

Performance Package	Drive Current (mA)	Input Watts	Optic	4000K CCT	
				Delivered Lumens	Efficacy (LPW)
20A	350	22	R2	2305	105
	525	35		3319	95
	700	48		4167	87
	350	22	R3	2331	106
	525	35		3356	96
	700	48		4213	88
	350	22	R4	2331	106
	525	35		3356	96
	700	48		4213	88
	350	22	R5	2433	111
	525	35		3503	100
	700	48		4398	92
20B	525	35	R2	3509	100
	700	47		4471	95
	1000	72		6193	86
	525	35	R3	3548	101
	700	47		4521	96
	1000	72		6261	87
	525	35	R4	3548	101
	700	47		4521	96
	1000	72		6261	87
	525	35	R5	3704	106
	700	47		4720	100
	1000	72		6537	91
30B	525	52	R2	5247	101
	700	70		6673	95
	1000	108		9233	85
	525	52	R3	5305	102
	700	70		6747	96
	1000	108		9336	86
	525	52	R4	5305	102
	700	70		6747	96
	1000	108		9336	83
	525	52	R5	5539	107
	700	70		7043	101
	1000	108		9746	90

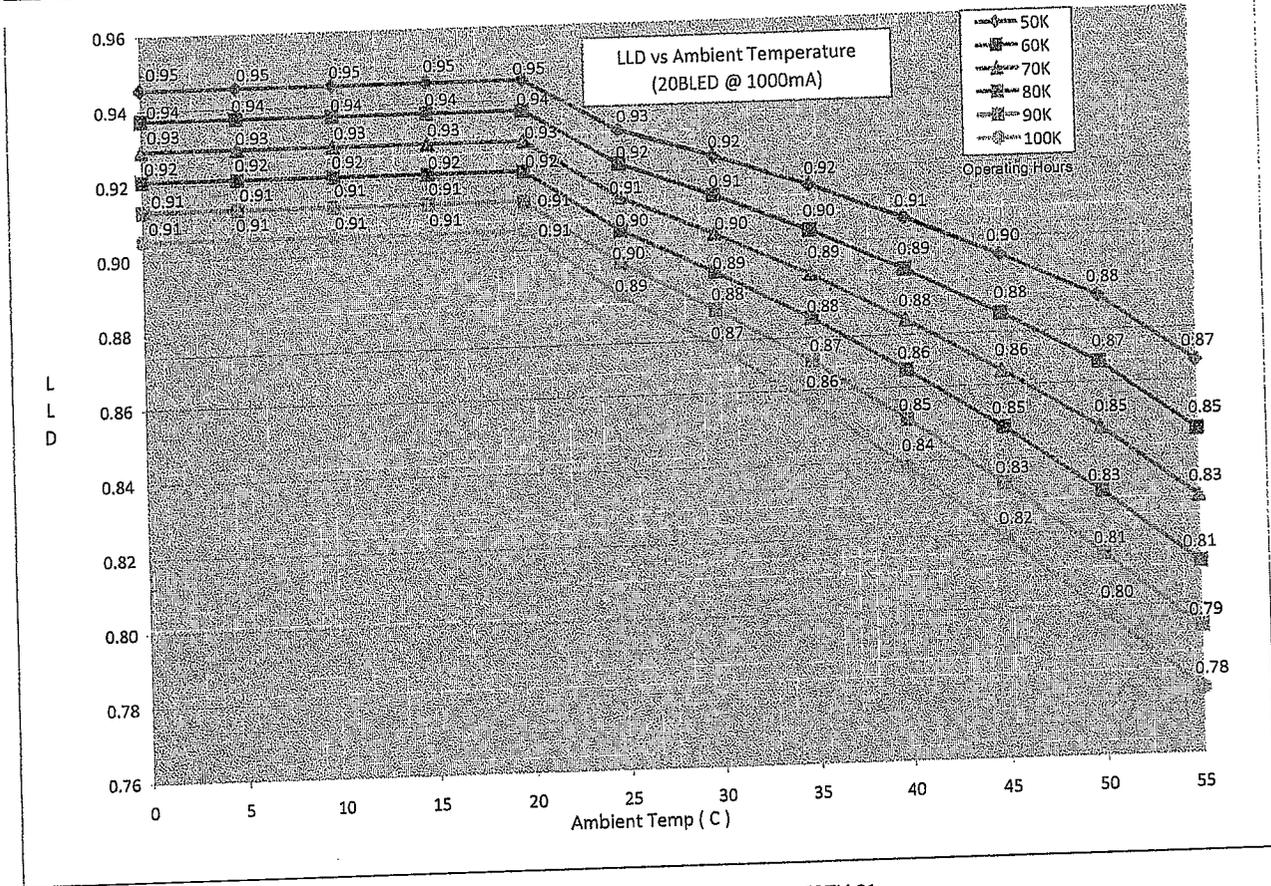
Note: Information shown above is based on nominal system data. Individual fixture performance may vary.
Specifications subject to change without notice.



Autobahn Series ATB0

Roadway Lighting

DESIGN DATA



* LLD vs. temperature charts are based on LM-80 chip data and in-situ thermal test testing per IES TM-21

Note: Specifications subject to change without notice. Actual performance may differ as a result of end-user environment and application.

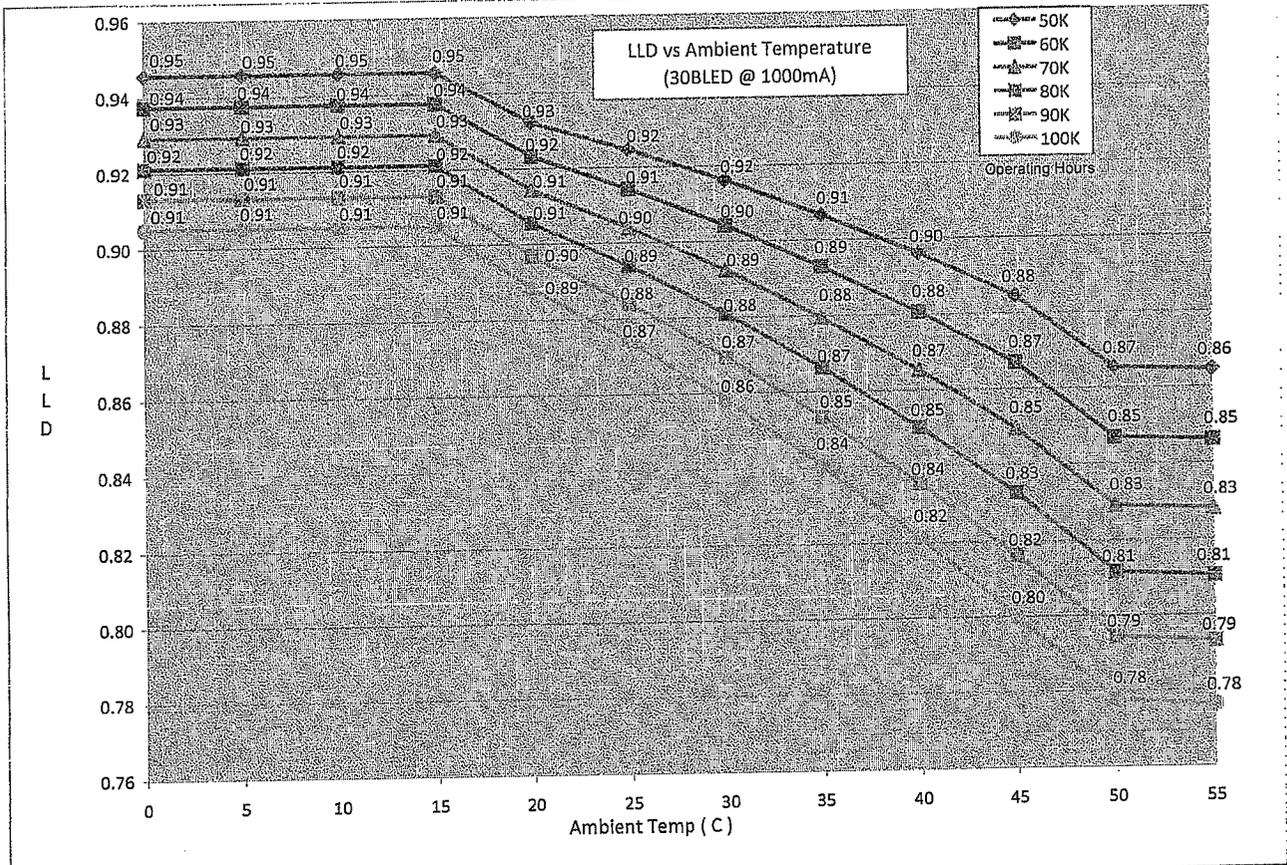


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Autobahn Series ATB0

Roadway Lighting

DESIGN DATA



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Consistent with LEED® goals & Green Globes™ criteria for light pollution reduction

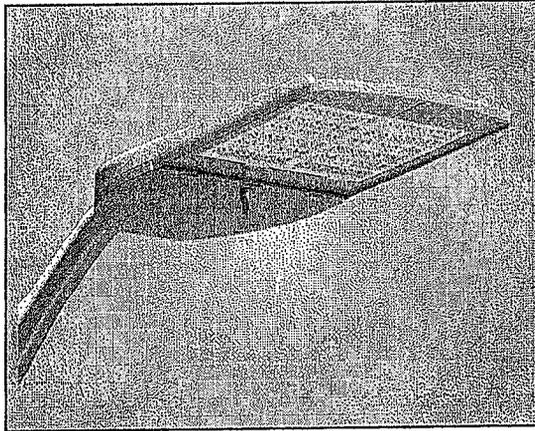


DESIGNLIGHTS CONSORTIUM

Autobahn Series ATB2

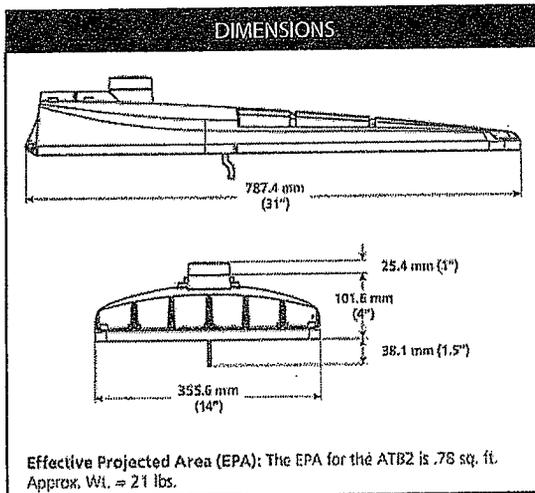
Roadway Lighting

PRODUCT OVERVIEW



Applications:

- Roadways
- Off ramps
- Residential streets
- Parking lots



Features:

- OPTICAL:** Same Light: Performance is comparable to 200-400W HPS roadway luminaires.
- White Light: Correlated color temperature - standard 4000K, 70 CRI minimum or optional 5000K, 65 CRI minimum.
- Unique IP66 rated LED light engines provided 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage and optimal pole spacing.

Available in Type II, III, IV, & V roadway distributions.

ELECTRICAL

- Expected Life: LED light engines are rated >100,000 hours at 25°C, L70. Electronic driver has an expected life of 100,000 hours at a 20°C ambient.
- Lower Energy: Saves an average of 40-50% over comparable HPS platforms.

Robust Surge Protection: Acuity's proprietary SPD provides IEEE/ANSI C62.41 Category C (10kV/5kA) level of protection.

MECHANICAL

Easy to Maintain: Includes standard AEL lineman-friendly features such as tool-less entry, tool-less NEMA photocontrol receptacle, terminal block and quick disconnects. Bubble level located inside the electrical compartment for easy leveling at installation.

Rugged die-cast aluminum housing is polyester powder-coated for durability and corrosion resistance. Rigorous five-stage pre-treating and painting process yields a finish that achieves a scribe creepage rating of 8 (per ASTM D1654) after over 1000 hours exposure to salt fog chamber (operated per ASTM B117) Optional Enhanced Corrosion Resistant finish (CR) increases the salt spray exposure to 5000 hours.

Four-bolt mast arm mount is adjustable for arms from 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter and provides a 3G vibration rating per ANSI C136.

Wildlife shield is cast into the housing (not a separate piece).

Die-cast trigger latch on doorframe allows for tool-less entry and enables easy and secure opening with one hand.

CONTROLS

NEMA photocontrol receptacle is standard; tool-less "lift and turn" receptacle.

Dimming version (available with DE and VE option) uses proprietary Acuity Brands components to enable continuous 0-10V dimming down to 10% output via the ROAM® smart controls system (sold separately).

Photocontrol for solid-state lighting (available with PCSS and PCLL options) meets ANSI C136.10 criteria.

WARRANTY & STANDARDS

5 year limited warranty. Full warranty terms located at http://www.acuitybrands.com/Libraries/Terms_and_Conds/ABL_LED_Commerical_Outdoor.sflb.ashx

Rated for -40°C to 40°C ambient.

CSA Certified to U.S. and Canadian standards

Complies with ANSI: C136.2, C136.10, C136.14, C136.31, C136.15, C136.37

Note: Specifications subject to change without notice. Acutal performance may differ as a result of end-user environment and application.

Autobahn Series ATB2

Roadway Lighting

ORDERING INFORMATION

Example: ATB2 40BLEDE70 MVOLT R2

Series	Performance Packages	Voltage	Optics
ATB2 Autobahn LED Roadway, Large	40BLEDE53 40B Chips, 525 mA Driver 40BLEDE70 40B Chips, 700 mA Driver 40BLEDE10 40B Chips, 1000 mA Driver 60BLEDE53 60B Chips, 525 mA Driver 60BLEDE70 60B Chips, 700 mA Driver 60BLEDE10 60B Chips, 1000 mA Driver 80BLEDE53 80B Chips, 525 mA Driver 80BLEDE70 80B Chips, 700 mA Driver 80BLEDE10 80B Chips, 1000 mA Driver	120 120V MVOLT Multi-volt, 120-277V 347 347V 480 480V	R2 Roadway Type II R3 Roadway Type III R4 Roadway Type IV R5 Roadway Type V

Options	
<u>Color Temperature (CCT)</u>	<u>Misc.</u>
(blank) 4000K (standard) 5K 5000K	HS House-Side Shield BL External Bubble CR Enhanced Corrosion Resistant Finish
<u>Mounting</u>	NL Nema Label XL Not CSA Listed
(blank) 4-bolt Internal (standard)	
<u>Paint</u>	<u>Controls</u>
(blank) Gray (standard) GI Graphite BK Black BZ Bronze DDB Dark Bronze WH White UP Unpainted	(blank) NEMA Photocontrol Receptacle (standard) NR ¹ No Photocontrol Receptacle PCSS Solid State Lighting Photocontrol(120-277V) PCLL Solid State Long Life Photocontrol SH Shorting Cap DE ^{2,3} ROAM CONCIERGE Dimming Control VE ^{2,3} ROAMVIEW Dimming control DM 0V - 10V dimmable driver (controls provided by others)
<u>Terminal Block</u>	
(blank) Terminal Block (standard) T2 Wired to L1 and L2 Position	

Notes:

1. Not available with PCSS, PCLL, SH, DE, or VE
2. Specifies a ROAM dimming enabled fixture with a dimming control module factory installed. NEMA photocontrol receptacle required. Additional hardware and services required ROAM deployment must be purchased separately
3. 60BLEDE10, 80BLEDE70 AND 80BLEDE10, Not CSA listed for 347V or 480V options

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Autobahn Series ATB2

Roadway Lighting

DESIGN DATA

DESIGN DATA

Performance Package	Drive Current (mA)	Input Watts	Optic	4000K CCT	
				Delivered Lumens	Efficacy (LPW)
40B	525	70	R2	7027	100
	700	94		8975	95
	1000	146		12503	86
	525	70	R3	7106	102
	700	94		9075	98
	1000	146		12642	87
	525	70	R4	7106	102
	700	94		9075	97
	1000	146		12642	87
	525	70	R5	7418	106
	700	94		9474	98
	1000	146		13198	83
60B	525	105	R2	10503	100
	700	140		13374	96
	1000	216		18437	85
	525	105	R3	10620	101
	700	140		13522	97
	1000	216		18642	86
	525	105	R4	10620	101
	700	140		13522	97
	1000	216		18642	86
	525	105	R5	11086	100
	700	140		14117	95
	1000	216		19462	83
80B	525	139	R2	13890	100
	700	185		17601	95
	1000	284		23925	84
	525	139	R3	14044	101
	700	185		17796	96
	1000	284		24191	85
	525	139	R4	14044	101
	700	185		17796	96
	1000	284		24191	85
	525	139	R5	14661	96
	700	185		18578	90
	1000	284		25254	83

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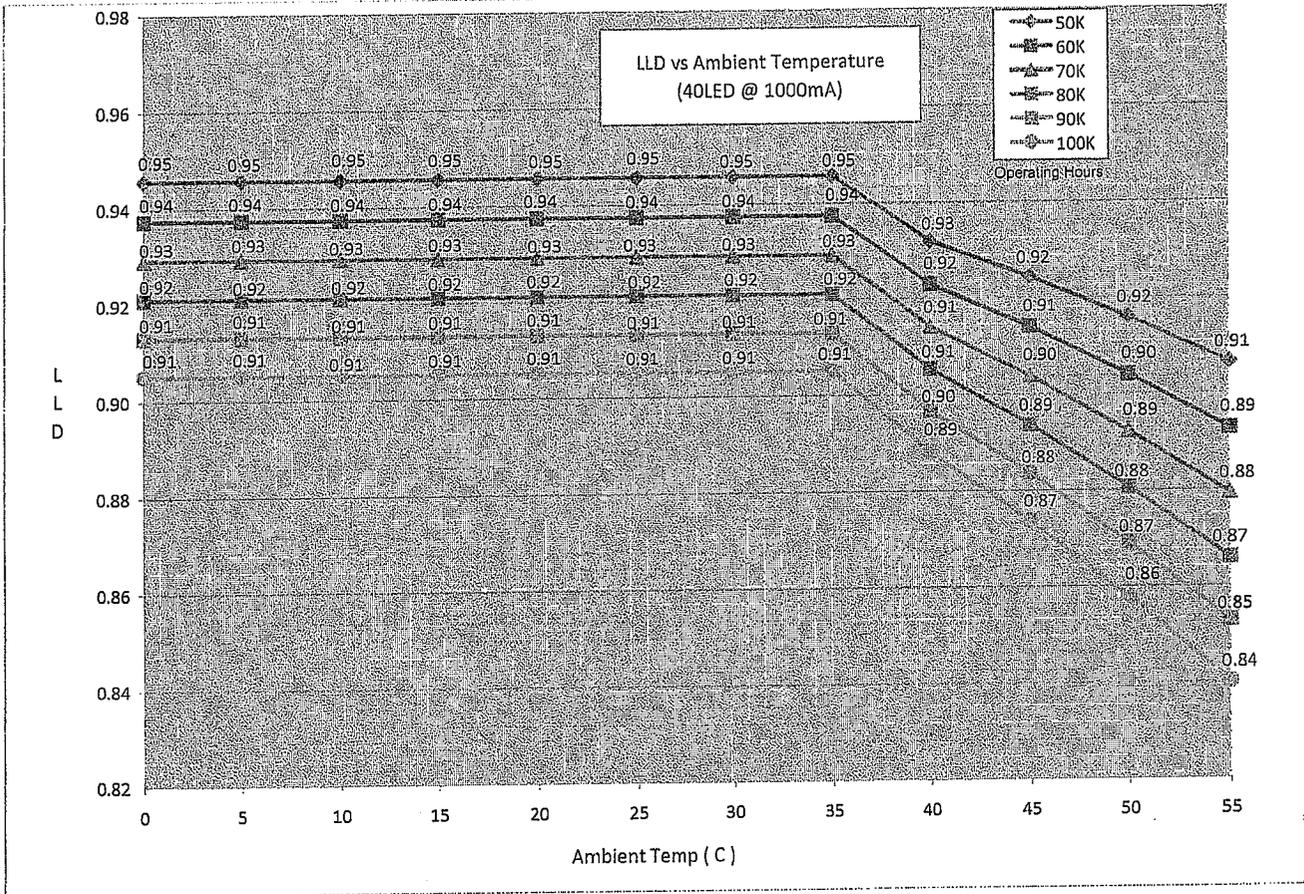


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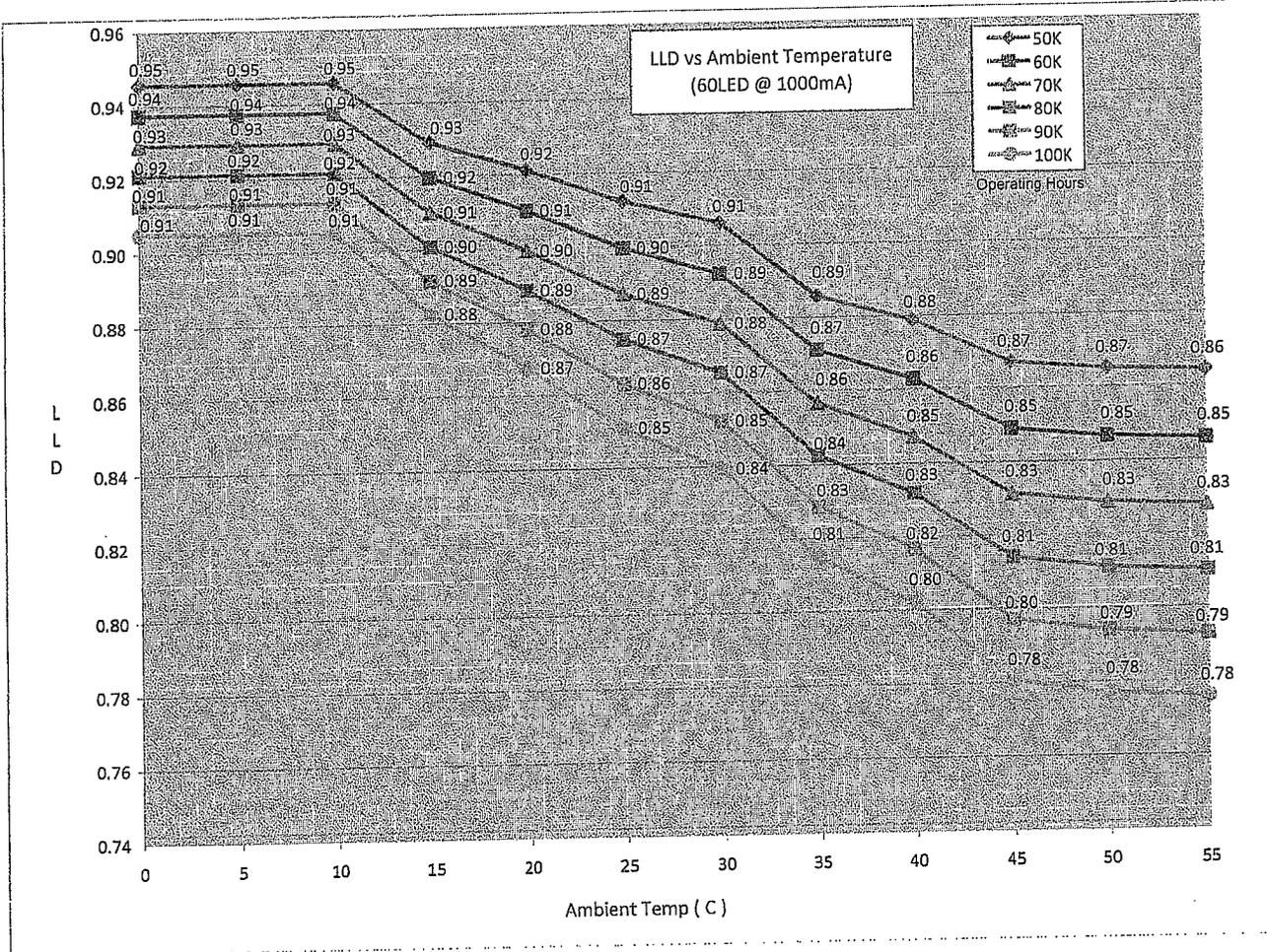


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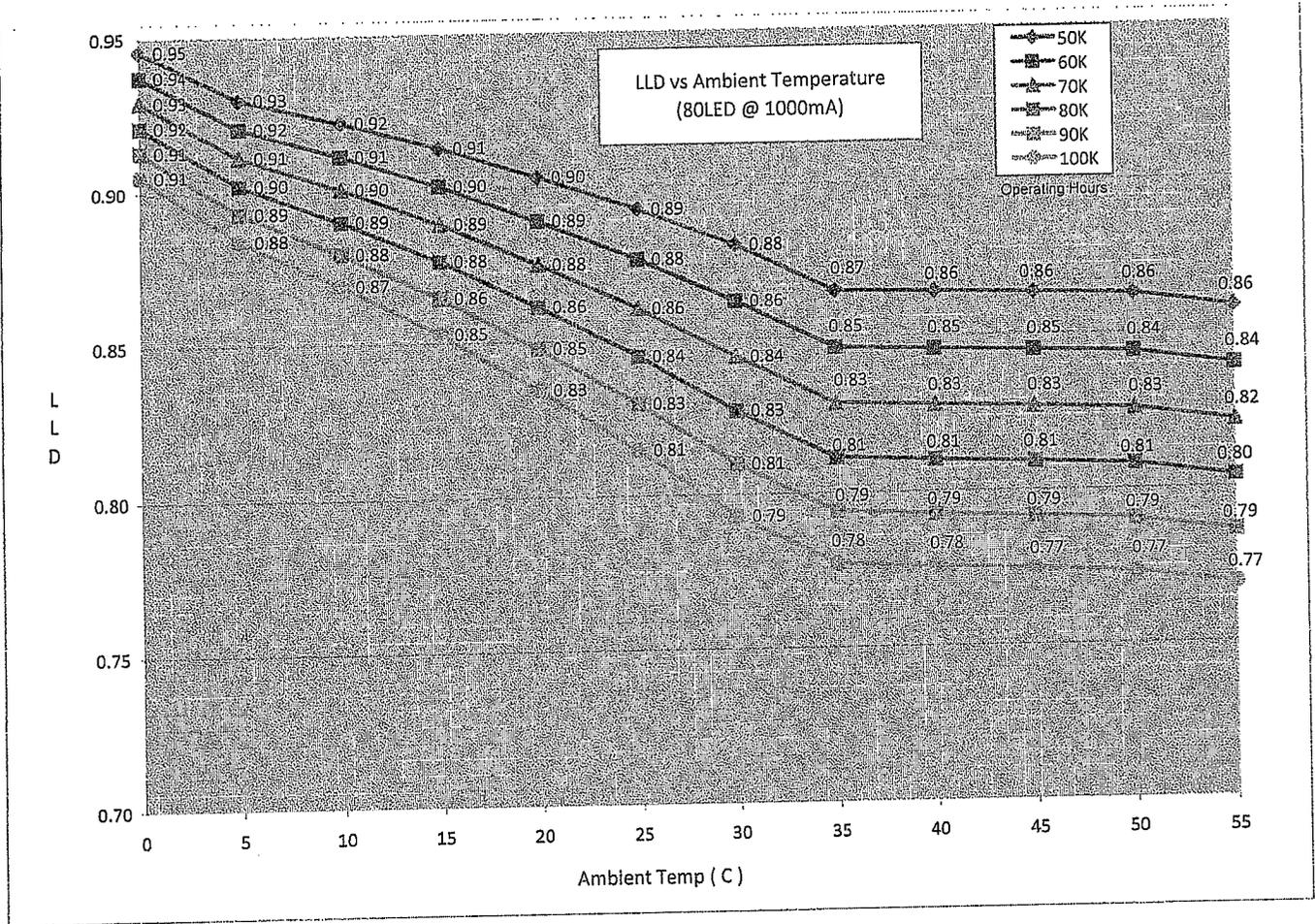


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STATEMENT OF LIMITED WARRANTY
FOR ACUITY BRANDS LIGHTING, INC.
LED COMMERCIAL OUTDOOR PRODUCTS
FOR SHIPMENTS WITHIN THE UNITED STATES AND CANADA
10/01/12

Subject to the exclusions set forth below, Acuity Brands Lighting, Inc. ("Acuity") warrants its commercial outdoor light emitting diode (LED) fixtures, including the LED arrays and the LED drivers and integral control devices ("Products(s)"), to be free from defect in material and workmanship (the "General Warranty") for a period of five (5) years from the date of shipment from Acuity's facilities. The LED arrays in the Product(s) will be considered defective in material or workmanship only if a total of 15% or more of the individual light emitting diodes in the Product(s) fail to illuminate. The painted finish of the Product(s) will be considered defective in material or workmanship only if there is substantial deterioration, in the form of blistering, cracking, or peeling. The painted finish is not warranted against fading or chalking, as Product(s) may naturally fade or chalk over time due to normal aging.

Ballasts, lamps, emergency batteries and poles are excluded from the General Warranty. Holophane® and Accupro® brand ballasts, Acculamp® brand lamps, emergency batteries, and poles are warranted separately; and the terms of such warranties are located at www.acuitybrands.com/CustomResources/Terms_and_conditions.aspx. Manufacturers of ballasts, lamps, emergency batteries and poles incorporated into the Product(s) are solely responsible for any costs or expenses related to any claims, repairs, or replacements associated with any such component(s). Assistance with warranty claims for any such component(s), and/or copies of each applicable manufacturer's warranty, may be obtained from an authorized Acuity post-sales or customer service representative.

This Statement of Limited Warranty ("Warranty") applies only when the Product(s) are installed in applications in which ambient temperatures are within the range of specified operating temperatures and are operated within the electrical values shown on the LED driver Label. Acuity will not be responsible under this Warranty for any failure of the Product(s) that results from external causes such as: acts of nature; physical damage; exposure to adverse or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Product(s); environmental conditions; vandalism; fire; power failure, improper power supply, power surges or dips, and/or excessive switching; induced vibration; animal or insect activity; fault or negligence of purchaser, any end user of the Product(s) and/or any third party not engaged by Acuity; improper or unauthorized use, installation, handling, storage, alteration, maintenance or service, including failure to abide by any product classifications or certifications, or failure to comply with any applicable standards, codes, recommendations, product specification sheets, or instructions of Acuity; use of the Product(s) with products, processes or materials supplied by any end user or third party; or any other occurrences beyond Acuity's reasonable control. Acuity also will not be responsible under this Warranty for any substantial deterioration in the Product finish that is caused by failure to clean, inspect or maintain the finish of the Product(s). If the Product(s) are used on existing foundations, anchorages or structures, the end user is solely responsible for the structural integrity of such existing foundations, anchorages or structures and all consequences arising from their use. Adequate records of operating history, maintenance, and/or testing must be kept by the end user and provided to Acuity upon request to substantiate that the Product(s) have failed to comply with the terms of this Warranty. Neither polycarbonate nor acrylic material used in the Products is warranted against yellowing, as yellowing may naturally occur over time due to normal aging. The Product(s) are not warranted against costs that may be incurred in connection with changes or modifications to the Product(s) required to accommodate site conditions and/or faulty building construction or design. In addition, the Product(s) are not warranted against cost resulting from installation of a third party components, failures of third party supplied components, or failures of Acuity supplied Product(s) caused by a third party supplied component. This Warranty only applies to the Product(s) when sold for commercial purposes and does not apply to any consumer product(s), all of which are governed by separate limited warranty terms. For the avoidance of doubt, Acuity emergency fixtures are not covered by this Warranty.

If the Product(s) fail to comply with the terms of this Warranty, Acuity, at its option, will repair or replace the Product(s) with the same or a functionally equivalent Product(s) or component part(s). This Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts. This Warranty extends only to the Product(s) as delivered to, and is for the sole and exclusive benefit of, the original end user of the Product(s) at the original location. This Warranty may not be transferred or assigned by the original end user. The repair or replacement of any Product(s) or component part within the Product(s) is the sole and exclusive remedy for failure of the Product(s) to comply with the terms of this Warranty and does not extend the Warranty period. Warranty claims regarding the Product(s) must be submitted in writing within (30) days of discovery of the defect or failure to an authorized Acuity post-sales or customer service representative. Product(s) or component part(s) may be required to be returned for inspection and verification of non-conformance by Acuity, but no Product(s) or component part(s) will be accepted for inspection, verification or return unless accompanied by a "return authorization number" which can be obtained only from an authorized Acuity post-sales or customer service representative. Acuity is not responsible for any costs and expenses incurred in connection with shipment of Product(s) to Acuity, but Acuity shall bear all cost and expense incurred in connection with shipment of replacement Product(s) to the customer.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND ACUITY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE PRODUCT(S), WHETHER ORAL, WRITTEN, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, DISTRIBUTOR OR OTHER SUPPLIER OF ACUITY PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM ACUITY.

The total liability of Acuity on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, Acuity's performance or breach of this Warranty, or from Acuity's sale, delivery, resale, repair, or replacement of any Product(s) or the furnishing of any services, shall in no event exceed the purchase price allocable to the Product(s) that give rise to the claim, and any and all such liability shall terminate upon the expiration of the warranty period specified above.



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10/01/12**

IN NO EVENT SHALL ACUITY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY.

Acuity reserves the right to modify or discontinue this Warranty without notice provided that any such modification or discontinuance will only be effective with respect to any Product(s) purchased after such modification or discontinuance.