**PROJECT COMMITMENT AGREEMENT**

This PROJECT COMMITMENT AGREEMENT (PCA”) between*,*       a [] (“Local Distribution Company” or “LDC”) and American Transmission Company LLC, a Wisconsin limited liability company, by its corporate manager, ATC Management Inc., a Wisconsin corporation (collectively, “ATC”) for a project known as       *[Project]*       and described in Exhibit A attached hereto (“Project”) is effective on the latest date signed by the authorized representatives of each Party. ATC and the LDC each may be referred to as a “Party” or collectively as the “Parties.”

**RECITALS**

WHEREAS, ATC is a public utility and transmission company under the laws of the State of Wisconsin and owns, operates, and maintains an electric transmission system and provides transmission service, including the interconnection of substations owned by others.

WHEREAS, ATC operates its transmission system under provisions of the open access transmission and energy markets tariff (TEMT) of the Midcontinent Independent Transmission System Operator, Inc. (MISO).

WHEREAS, LDC owns, operates, and maintains an electric distribution system that does or will provide power to end-use customers in part via an interconnection to ATC’s transmission system.

WHEREAS, ATC and LDC are parties to a Distribution-Transmission Interconnection Agreement (“DTIA”), which has been filed at the Federal Energy Regulatory Commission (“FERC”).

WHEREAS,  wishes to initiate a Project that requires additions and/or modifications to ATC’s system or facilities (the “Affected Facilities”).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**AGREEMENT**

**ARTICLE I**

**GENERAL PROVISIONS; PURPOSE**

1.1 Incorporation of Recitals. The recitals set forth in the “Recitals” section are hereby acknowledged by the Parties and incorporated into and made a part of this Agreement.

1.2 Collaboration. The Parties will collaborate in the design, construction and performance of the services necessary for the construction of the Affected Facilities.

1.3 Purpose. The purpose of this PCA is (a) to identify the initial conceptual design and configuration of the Affected Facilities and designations of the common facilities; (b) to establish a commitment by both Parties to make a good faith effort to meet the Project in-service date set forth in Exhibit A hereto; and (c) to set forth the obligation for both Parties to consult with each other before terminating the Project and establishing procedures for reimbursement of Costs (defined below) in the case of Project cancelation or termination, or in the case of substantial changes to the Project that might render existing work obsolete or unneeded.

**ARTICLE II**

**SCOPE AND SCHEDULE**

2.1 Scope and Schedule. The work provided for under this PCA shall commence and be completed according to the scope and schedule attached as Exhibit A to this PCA, and in accordance with the DTIA.

2.2 Adjustments. The Parties shall jointly coordinate mutually agreeable scope and schedule adjustments as necessary. After this PCA has been executed, any Party’s request to change the in-service date of the Project and the other Party’s subsequent response must be made in accordance with Article IV. This PCA will be amended and signed for changes to the in-service date of 90 days or more or other minor changes. A revised PCA superseding and replacing this PCA will be signed for any substantial changes in Project scope

**ARTICLE III**

## TERMS OF AGREEMENT

3.1 Role of DTIA. The work to be performed under this PCA will be performed in accordance with the terms and conditions set forth in the DTIA between the Parties. To the extent that there are conflicting terms or inconsistencies as between the DTIA and this PCA, this PCA shall control.

3.2 Cancellation or Suspension; Effect. The Parties may, by written agreement, cancel or suspend the Project. If this PCA is jointly terminated, each Party shall be responsible for its own incurred costs up to the date of cancellation or suspension without any invoicing of costs between the Parties. If LDC unilaterally terminates, cancels, or substantially changes the Project such that work performed and/or materials and equipment procured by ATC is unneeded or obsolete, LDC shall be obligated to reimburse ATC’s Costs as set forth below.

3.3 Obligation to Reimburse. In consideration of the work performed by ATC, LDC shall reimburse all expenditures, costs and cancellation fees incurred, or due to commitments made, by ATC (collectively, “Costs”) as of the date of Project termination, cancellation or substantial change.

3.4 Amounts to be Reimbursed. “Costs” include any purchase orders issued and/or contracts executed by ATC and accepted by a third party for services, materials or equipment (including slot reservations), as well as internal costs of ATC, including fully loaded labor and expenses, related to the work. Cost estimates reflected in Exhibit A are estimated Costs only. Reimbursement shall be for actual Costs.

3.5 Mitigation. In the event LDC unilaterally terminates or cancels the Project with such cancellation resulting in a reimbursement obligation to ATC for Costs incurred, ATC will use reasonable efforts to mitigate those amounts to be reimbursed by LDC, including without limitation repurposing equipment purchased for the Project if it can be repurposed (net of costs for the mitigation activities).

3.6 Payment of Reimbursable Costs. ATC shall issue an invoice to LDC reflecting actual, reimbursable Costs incurred due to termination, cancellation or substantial change, and LDC shall pay said invoice within thirty (30) days of issuance by ATC.

3.7 Disputes. Any dispute that may arise between the Parties during the Project development and interconnection process regarding schedule, scope, Costs or any other matter, including a request for reimbursement of Costs by ATC resulting from LDC’s unilateral cancellation, delay of more than ninety (90) days, or substantial changes to the Project, shall be subject to the Dispute Resolution procedures of the DTIA.

3.8 ATC Business Practice. This PCA incorporates by reference and shall be governed by the terms and conditions of the ATC business practices noted in Exhibit C. In the event of any inconsistency or conflict between this PCA and an ATC business practice, the PCA shall govern solely with respect to the services provided or contemplated hereunder.

3.9 FERC Filing. ATC shall file this Agreement with FERC. No payment shall be made by a Party prior to FERC’s acceptance of this Agreement.

**ARTICLE IV**

**NOTICES**

All notices required hereunder shall be given in writing and addressed or delivered to the representative(s) specified below. Notices shall be deemed received (i) upon delivery, when personally delivered or sent via overnight courier; (ii) upon receipt, when sent via certified mail, return receipt requested; or (iii) upon receipt confirmation from the receiving party when sent via email.

Notices to the LDC:

Attn:

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notices to ATC:

American Transmission Company

Attn: Kaylin Schueler

P.O. Box 47

W234 N2000 Ridgeview Pky. Court

Waukesha, WI 53188-1022

E-mail: kschueler2410@atcllc.com

**ARTICLE V**

**MISCELLANEOUS**

5.1 Survival. LDC’s obligations under Sections 3.3, 3.4 and 3.6 shall survive any termination or cancellation of this Agreement.

5.2 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

5.3 Assignment. Neither Party may assign any part of this Agreement, or any rights or obligations hereunder, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

**THIS AGREEMENT IS ENTERED INTO BY THE DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES WHOSE SIGNATURES ARE SET FORTH BELOW.**

AMERICAN TRANSMISSION COMPANY LLC

By its Corporate Manager, ATC Management Inc.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:

Title:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LOCAL DISTRIBUTION COMPANY

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:

Title:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Exhibit A – Preliminary Project Scope and Schedule

**Project Title:**

**ATC Contact Person:**       **Phone:**       **Email:**

**LDC Contact Person:**       **Phone:**       **Email:**

**Project Location (including substation name, if applicable):**

**In-Service Date:**       **Voltage:** kV

**ATC PROJECT DETAILS**

**Regulatory Approvals Required:**

**Permits Required:**

**Public Outreach Plan:**

**Scope of Work Resultant from Requestor’s Project:**

|  |  |  |
| --- | --- | --- |
| **Activity** | **Est. Start Date** | **Est. Cost** |
| Precert – if applicable |       |       |
| Engineering |       |       |
| Siting and ROW work |       |       |
| Equipment procurement |       |       |
| Construction |       |       |
| Total | - |  |

**Budgetary Estimate and Schedule\*\*\*:**

## LDC PROJECT DETAILS

**Regulatory Approvals Required:**

**Permits Required:**

**Public Outreach Plan:**

**Scope of Work Resultant from Requestor’s Project:**

**Budgetary Estimate and Schedule:**

|  |  |  |
| --- | --- | --- |
| **Activity** | **Est. Start Date** | **Est. Cost** |
| Engineering |       |       |
| Siting and ROW work |       |       |
| Equipment procurement |       |       |
| Construction |       |       |
| Total | **-** |       |

**Exhibit B – Project Attachments**

**Please find attached:**

[ ]  Exhibit B1 – One-Line Diagram

[ ]  Exhibit B2 – Project Schedule(s)

[ ]  Exhibit B3 – Best Value Planning Report, if applicable

[ ]  Exhibit B4 – Miscellaneous Attachments,

# Exhibit B1 – One-Line Diagram

# Exhibit B2 – Project Schedule(s)

# Exhibit B3 – Best Value Planning Report, if applicable

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# Exhibit B4 – Miscellaneous Attachments,

# Exhibit C – Applicable ATC Business Practices

**Project Title:**

As checked below, the terms of the following ATC Business Practices shall apply to the Project defined in Exhibit A. ATC’s Business Practices are available for review on ATC’s Internet website: <http://www.atcllc.com/customer-relations/business-practices/>

[ ]  None of the listed ATC Business Practices Apply

[ ]  Asset Acquisition & Dispositions

[ ]  ATC/LDC Shared Communication Infrastructure Agreements (forms to be exchanged per Fiber Business Practice)

[ ]  Capacitor Bank Installations on Distribution Systems for Transmission Benefit

[ ]  Coordination of Local Balancing Authority Metering Boundary Modifications2

[ ]  **Elective Load Interconnection Facilities**

[ ]  Electrical Underbuild and Attachment to ATC Transmission Facilities2

[ ]  Joint Use Substations – Cost Responsibility for Common Facilities3

[ ]  Line Relocation Requests

[ ]  **Load Bridging for Transmission-Related Work**

[ ]  Substation “Make Ready” Cost Reimbursement

[ ]  Voltage Conversion – Cost Allocation

[ ]  Substation Soil Groundwater Management Practice – Cost Responsibility for Environmental Work Associated with M**anaging Excavated Soils and Groundwater Generated from Substation Construction and Maintenance Activities.**

1 Versions of Business Practices in effect at the time this PCA is executed shall apply. Copies of archived Business Practices are available upon request to ATC’s Interconnection Administrator.

2 Any payment transaction ≥ $ 250,000 between ATC and an affiliate must be reported to the PSCW.

3 Tax Gross-Up Rate is not applicable to payment between affiliates for Common Facilities work.